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BOLIVIA

Agricultural Commodities

Agreement signed at La Paz November 15, 1961;
Entered into force November 15, 1961.
With exchange of notes.

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

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the bolivianos accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Bolivia pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows;

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR BOLIVIAN BOLIVIANOS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Bolivia of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for bolivianos, to purchasers authorized by the Government of Bolivia, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value
Rice	$347,200
Ocean transportation (estimated)	31,800
Total	$379,000

2. Applications for purchase authorizations will be made within ninety calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within ninety days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the bolivianos accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within eighteen calendar months of the effective date of this Agreement.

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

ARTICLE II

USES OF BOLIVIAN BOLIVIANOS

The bolivianos accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, twenty-five per cent of the bolivianos accruing pursuant to this Agreement.

B. For a loan to the Government of Bolivia under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Bolivia, as may be mutually agreed, seventy-five per cent of the bolivianos accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the bolivianos for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the bolivianos for any purposes authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF BOLIVIAN BOLIVIANOS

1. The amount of bolivianos to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into bolivianos, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Bolivia, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Bolivia.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of bolivianos which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Bolivia will take all possible measures to prevent the resale or transshipment to other countries or the use for

other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Bolivia will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE at La Paz in duplicate this quince day of November, 1961.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF BOLIVIA:
BEN S. STEPHANSKY	E ARZE Q.
[SEAL]	[SEAL]

CONVENIO SOBRE PRODUCTOS AGRICOLAS DE CONSUMO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA, CONFORME AL TITULO I DE LA LEY DE AYUDA Y FOMENTO AL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de los Estados Unidos de América y el Gobierno de Bolivia:

Reconociendo la conveniencia de ensanchar el intercambio comercial de productos agrícolas entre sus dos naciones y con otras naciones amigas, en una forma que no perjudique las transacciones mercantiles usuales de los Estados Unidos en esos productos, ni se produzcan irregularidades en los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas;

Considerando que la compra con moneda boliviana de productos agrícolas excedentes de los Estados Unidos de América contribuirá a lograr esa expansión comercial;

Considerando que los fondos en moneda boliviana provenientes de tales adquisiciones serán utilizados en una forma que beneficie a ambos países;

Deseando establecer las conveniencias que regirán las ventas, en la forma especificada más abajo, de esos productos agrícolas excedentes al Gobierno de Bolivia, de conformidad con el título primero de la Ley de Ayuda y Fomento al Comercio Agrícola y sus enmiendas (que en adelante será llamada la ley), así como las medidas que ambos Gobiernos adoptarán individual y colectivamente para promover la expansión del intercambio comercial en lo relativo a dichos productos;

Han acordado lo siguiente:

ARTICULO I

VENTAS EN MONEDA BOLIVIANA

1.- Sujeto a la disponibilidad de productos de consumo contemplados por la Ley al tiempo de su exportación, y, a la emisión de autorización de venta por el Gobierno de los Estados Unidos de América y su aceptación por el Gobierno de Bolivia, el Gobierno de los Estados Unidos se compromete a financiar la venta en moneda boliviana, a

compradores autorizados por el Gobierno de Bolivia del siguiente producto agrícola en los montos indicados;

Artículo	Valor del Mercado de Exportación
Arroz	$ 347.200.00
Transporte Marítimo (Estimado)	31.800.00
Total	$ 379.000.00

2.– Las solicitudes para el otorgamiento de las autorizaciones de compra serán presentadas en el plazo de 90 días calendarios después de la fecha en que entre en vigencia el presente Convenio, excepto las solicitudes de autorización para la compra de cualesquier producto adicional o cantidades adicionales de productos que se estipularen en cualquier enmienda a este Convenio, las que serán presentadas dentro de un plazo de noventa días después de la fecha de entrada en vigencia de esa enmienda. Las autorizaciones de compra incluirán estipulaciones respecto a la venta y entrega de los productos, el tiempo y las circunstancias del depósito de los fondos en moneda boliviana provenientes de dicha venta y otros pormenores pertinentes.

3.– La compra y el embarque de productos agrícolas mencionados anteriormente, serán efectuados dentro de un plazo de 18 meses calendarios después de la fecha efectiva de este Convenio.

4.– El financiamiento, ventas y embarques del producto bajo este Convenio pueden ser terminados por cualquiera de los dos Gobiernos, si ese Gobierno determina, que por un cambio en las condiciones la continuación de tal financiamiento venta y embarques es innecesaria o indeseable.

Articulo II

EMPLEO DE LOS FONDOS EN MONEDA BOLIVIANA

Los fondos en moneda boliviana que resulten en favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas efectuadas en cumplimiento del presente Convenio, serán utilizados por el Gobierno de los Estados Unidos de América en la forma y en el orden de prioridades que lo determine el Gobierno de los Estados Unidos de América en los propósitos y cantidades que se especifican a continuación:

a) Para los gastos de los Estados Unidos conforme a las subsecciones (a), (b), (c), (d), (f), y (h), hasta (s), de la Sección 104 de la Ley o bajo cualquiera de dichas subsecciones, el 25% de los fondos en moneda boliviana resultantes del cumplimiento del presente Convenio.

b) Para el otorgamiento de un empréstito al Gobierno de Bolivia con arreglo a la subsección (g) de la Sección 104 de la Ley, el 75% de los fondos en moneda boliviana resultante del cumplimiento del presente Convenio, destinado a financiar aquellos programas que

fueran mutuamente acordados, para promover el desarrollo económico, incluyendo proyectos no comprendidos hasta ahora en los planes del Gobierno de Bolivia. Los términos y condiciones del empréstito y otras provisiones serán determinados en un acuerdo de préstamo separado. En el caso de no llegarse a un acuerdo sobre el empleo de los fondos en moneda boliviana destinados al empréstito, dentro de los tres años posteriores a la fecha de este Convenio, el Gobierno de los Estados Unidos de América podrá hacer uso de la moneda local en cualesquiera de los propósitos autorizados por la Sección 104 de la Ley.

ARTICULO III

DEPOSITOS DE LOS FONDOS EN BOLIVIANOS

1.– El monto de los depósitos en moneda boliviana a la cuenta del Gobierno de los Estados Unidos de América, será el equivalente en dólares del valor de los productos y del costo del transporte marítimo reembolsados y financiados por el Gobierno de los Estados Unidos de América (excepto los costos en demasía resultantes del requisito de que se deben utilizar navíos de bandera Norteamericana), convertidos en moneda boliviana, de la siguiente manera:

a) A la tasa de cambio por dólar aplicable a las transacciones comerciales de importación, en las fechas en que los Estados Unidos efectuó el desembolso de dólares, siempre que el Gobierno de Bolivia mantenga una tasa unitaria aplicable a todas las transacciones de cambio extranjero, ó

b) Si existiera más de una tasa para las transacciones de cambio extranjero, a una tasa de cambio que será mutuamente acordada de tiempo en tiempo, entre los Gobiernos de los Estados Unidos de América y Bolivia.

2.– En el caso de que ambos Gobiernos firmaran un Acuardo o Acuerdos sobre Productos Agrícolas, bajo la Ley, cualquier reembolso de moneda boliviana que haya vencido o pueda vencer bajo el presente Convenio, será efectuado por el Gobierno de los Estados Unidos de América de fondos disponibles y provenientes del Acuerdo Sobre Productos Agrícolas en vigencia y más reciente a la fecha del reembolso.

ARTICULO IV

COMPROMISOS GENERALES

1.– El Gobierno de Bolivia conviene en tomar las medidas posibles a fín de evitar la reventa o reembarque a otras naciones, o el uso para otros propósitos que no sean los internos (excepto cuando tal reventa, reembarque o uso haya sido específicamente autorizado por el Gobierno de los Estados Unidos de América), de los productos agrícolas excedentes adquiridos en conformidad con las estipulaciones del presente

Convenio, así como para asegurar que las adquisiciones de dichos productos no aumenten la disponibilidad de estos o similares productos en beneficio de las naciones hostiles a los Estados Unidos de América,

2.– Los dos Gobiernos convienen en tomar precauciones razonables a fín de asegurar que todas las compras o ventas de productos agrícolas que se realicen en cumplimiento al presente Convenio no disloquen las transacciones mercantiles usuales de los Estados Unidos de América en estos productos, ni perturben irregularmente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con las naciones amigas.

3.– En la ejecución de este Convenio los dos Gobiernos procurarán asegurar condiciones de comercio tales que permitan a los comerciantes particulares operar eficazmente, y empeñar sus mejores esfuerzos a fín de desarrollar y ensanchar la continua demanda mercantil para los productos agrícolas.

4.– El Gobierno de Bolivia proporcionará al Gobierno de los Estados Unidos de América, a pedido de este último, las informaciones que sean necesarias, sobre el progreso del programa, particularmente con respecto a la llegada y condición de los productos de consumo e información relativa a exportaciones de los mismos o similares productos.

Articulo V

CONSULTAS

Los dos Gobiernos, a solicitud de cualquiera de ellos, establecerán consultas respecto a cualquier asunto relativo a la aplicación del presente Convenio o a la operación de las medidas puestas en práctica para su ejecución.

Articulo VI

ENTRADA EN VIGENCIA

El Convenio entrará en vigencia desde la fecha de su firma.

En fe de lo cual, los respectivos representantes, debidamente autorizados para ello, firmaron el presente Convenio.

Dado en La Paz, en duplicado, el día quince de Noviembre del año un mil novecientos sesenta y uno.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:	POR EL GOBIERNO DE BOLIVIA
Ben S. Stephansky	E Arze Q.
[seal]	[seal]

[EXCHANGE OF NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA
La Paz, November 15, 1961.

No. 169

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of Bolivia and to state that, with regard to the conversion of bolivianos into other currencies and to certain other matters relating to the use by the Government of the United States of America of bolivianos accruing under the subject Agreement, it is the understanding of the Government of the United States of America that:

(a) Upon request of the Government of the United States of America, the Government of Bolivia will provide facilities for conversion of two per cent of the bolivianos accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

(b) The Government of the United States may utilize bolivianos in Bolivia to pay for international travel originating in Bolivia, or originating outside Bolivia when involving travel to or through Bolivia, including connecting travel, and for air travel within the United States or other areas outside Bolivia when it is part of a trip in which the traveler journeys from, to or through Bolivia. It is further understood that this travel is not limited to services provided by Bolivian airlines.

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

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

BEN S. STEPHANSKY

His Excellency
Dr. EDUARDO ARZE QUIROGA,
Minister of Foreign Affairs and Worship,
La Paz.

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGNA 841 LA PAZ, *Noviembre 15 de 1961.*

EXCELENCIA:

Tengo el honor de referirme al Convenio sobre Productos Agrícolas, firmado por nuestros Gobiernos en la fecha y a la nota No. 169 de Vuestra Excelencia, que textualmente dice:

"Embajada de los Estados Unidos de América.– No.

Excelencia: Tengo el honor de referirme al Acuerdo sobre Productos Agrícolas firmado hoy entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia y de declarar qué, con referencia a la conversión de moneda boliviana en otras monedas y a otras materias relativas al uso por parte del Gobierno de los Estados Unidos de América de los bolivianos provenientes del indicado acuerdo, es el entendimiento del Gobierno de los Estados Unidos que:

(a) A pedido del Gobierno de los Estados Unidos de América, el Gobierno de Bolivia proveerá las facilidades de conversión para el 2% del total de los bolivianos provenientes de las ventas realizadas bajo este Acuerdo, en otras monedas, para los propósitos señalados en la Sección 104(a) de la Ley. Estas monedas serán utilizadas para financiar el desarrollo de actividades en mercados agrícolas de otros países.

(b) El Gobierno de los Estados Unidos de América puede utilizar la moneda boliviana, en Bolivia, para pagar viajes internacionales, originados en Bolivia, o que se dirijan fuera de Bolivia, cuando envuelvan viajes a, ó a travez de Bolivia, incluyendo viajes de conección y viajes aereos dentro de los Estados Unidos u otras areas fuera de Bolivia, cuando sean parte de un viaje en el cual los viajeros vayan de, a, ó a travez de Bolivia. Se entiende, además, que estos viajes no son limitados a los sevicios provistos por las Aereolinias bolivianas.

"Apreciaré recibir de Su Excelencia una confirmación del anterior entendimiento.

Acepte Excelencia, las renovadas seguridades de mi más alta consideración. Firmado Ben Stephansky."

Al respecto, tengo el honor de manifestar a Vuestra Excelencia que la interpretación del Gobierno de los Estados Unidos de América, sobre el uso y convertibilidad de la moneda boliviana que corresponde al Gobierno de Vuestra Excelencia, del total de las ventas del Acuerdo sobre Productos Agrícolas firmado el día de hoy, es tambien la de mi Gobierno.

Con este motivo, reitero a Vuestra Excelencia las seguridades de mi consideración más distinguida.

E ARZE Q

Al Excelentísimo señor don BEN STEPHANSKY,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP

DGNA 841 LA PAZ, *November 15, 1961.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between our Governments and to Your Excellency's note No. 169, which reads as follows:

[For the English language text of the note, see *ante*, p. 1205.]

In this connection, I have the honor to inform Your Excellency that the interpretation of the Government of the United States of America concerning the use and convertibility of the Bolivian currency accruing to Your Excellency's Government from the total sales under the Agricultural Commodities Agreement signed today is the same as that of my Government.

Accordingly, I renew to Your Excellency the assurances of my most distinguished consideration.

E ARZE Q

His Excellency
BEN STEPHANSKY,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

NICARAGUA

Economic, Technical and Related Assistance

Agreement effected by exchange of notes
Signed at Managua March 30, 1962;
Entered into force May 14, 1962.

The American Ambassador to the Nicaraguan Acting Minister of Foreign Relations

No. 44 MANAGUA, D.N., *March 30, 1962*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments, and to convey to Your Excellency the text of the understandings under which economic, technical and related assistance would henceforth be provided to Nicaragua, in the following terms:

"GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL AND RELATED ASSISTANCE
Between The
GOVERNMENT OF THE UNITED STATES OF AMERICA
and the
GOVERNMENT OF THE REPUBLIC OF NICARAGUA

"WHEREAS the Government of the United States of America and the Government of the Republic of Nicaragua desire to join in an Alliance for Progress based upon self-help, mutual effort and common sacrifice, designed to help satisfy the wants of the people of Latin America for better homes, work, land, health and schools, and

"WHEREAS the Act of Bogotá [1] recommended that there should be established an Inter-American program for social development directed to carrying out measures for improving rural living, land use, housing, community facilities, educational systems, training facilities, and public health, and for the mobilization of domestic resources, and

"WHEREAS the Government of the United States of America and the Government of the Republic of Nicaragua agree upon the need

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[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.

for specific plans of action designed to foster economic progress and improvements in the welfare and level of living of all peoples of Latin America, and

"WHEREAS the Government of the United States of America intends to furnish such economic, technical and related assistance to the Latin American countries participating in the Alliance for Progress as may be requested by them and approved by the Government of the United States of America in the light of the resources available to it and of the programs and self-help measures provided for in the Act of Bogotá;

"NOW, THEREFORE, the Government of the United States of America and the Government of the Republic of Nicaragua hereby agree as follows:

ARTICLE I

"To assist the Government of the Republic of Nicaragua in its national development and in its efforts to achieve economic and social progress through effective use of its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance as may hereafter be requested by representatives of appropriate agencies of the Government of Nicaragua and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

ARTICLE II

"To promote the economic and social progress of Nicaragua, the Government of the Republic of Nicaragua will contribute fully within the limits of its resources and general economic condition to its development program and the programs and operations relating thereto, including those that are carried out pursuant to this Agreement and, for the success of the said programs, it will make a special effort to make known to the people of Nicaragua by all possible means, the projects and operations relating to this Agreement, in order that the people may understand the scope of the said programs and give them their cooperation. The Government of the Republic of Nicaragua will take suitable measures to ensure the effective use of the aid furnished under this Agreement, and the representatives of the Government of the United States, in observing and examining the programs and operations undertaken in conformity with this Agreement, will do so by utilizing all the facilities and opportunities the Government of Nicaragua has agreed to provide to them, and whatever information they may need to determine the nature and scope of the operations planned or carried out and to evaluate results.

ARTICLE III

"The Government of the Republic of Nicaragua will receive a special mission and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this special mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Nicaragua for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank.

ARTICLE IV

"In order to assure the maximum benefits to the people of Nicaragua from the assistance to be furnished hereunder:

"(a) Property or funds used or to be used in connection with this Agreement by the Government of the United States of America or any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Nicaragua, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition and any other taxes or similar charges in Nicaragua.

"(b) All persons, except citizens or permanent residents of Nicaragua who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Nicaragua, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Nicaragua for their own use, as is accorded by the Government of the Republic of Nicaragua to diplomatic personnel of the American Embassy in Nicaragua.

ARTICLE V

"Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Nicaragua at the rate providing the largest number of units of such currency per U.S. dollar which, at the time conversion is made, is not unlawful in Nicaragua.

ARTICLE VI

"1. This Agreement shall enter into force [1] on the date of the communication by which the Government of the Republic of Nicara-

[1] May 14, 1962.

gua notifies the Government of the United States of America that it has been ratified, and shall remain in force until 90 days after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

"2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

"3. The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of the Republic of Nicaragua shall be subject to the applicable laws and regulations of the Government of Nicaragua.

"4. The two Governments or their designated representatives shall, upon request of either of them consult regarding any matter on the application, operation or amendment of this Agreement.

"5. Upon its entry into force, this Agreement will supersede the Point Four General Agreement for Technical Cooperation between the United States of America and Nicaragua signed at Managua, Nicaragua on December 23, 1950, as amended.[1] Arrangements or agreements implementing the above-mentioned Agreement, as amended and extended, and concluded prior to the entry into force of this Agreement shall, from such date of entry into force, be subject to this Agreement."

If this text and the understandings which it reflects are acceptable to the Government of the Republic of Nicaragua, I have the honor to propose that the present note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments, which shall be deemed to have entered into force on the date on which its ratification is communicated, as provided for in the body of the Agreement itself.

[1] TIAS 2168, 2643; 1 UST 906; 3 UST (pt. 4) 4764.

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

AARON S. BROWN

Excelentísimo Señor Doctor
Don ALFONSO ORTEGA URBINA,
Acting Minister of Foreign Relations,
Ministry of Foreign Relations,
Managua, D.N.

The Nicaraguan Acting Minister of Foreign Relations to the American Ambassador

REPUBLICA DE NICARAGUA
AMERICA CENTRAL

MINISTERIO
DE
RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMATICO

LCT. No. 009 MANAGUA, D. N., *30 de marzo de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de dar aviso de recibo a la atenta nota de Vuestra Excelencia No. 44 de esta misma fecha, por medio de la cual al referirse a recientes conversaciones entre los representantes de nuestros dos Gobiernos, propone la celebración de un Convenio bajo el cual se prestará a Nicaragua ayuda económica, técnica y conexa, en los siguientes términos:

"CONVENIO GENERAL DE AYUDA ECONOMICA, TECNICA Y CONEXA ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE NICARAGUA

CONSIDERANDO que el Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua desean asociarse en una Alianza para el Progreso basada en la ayuda propia, el esfuerzo mutuo y el sacrificio común y destinada a ayudar a satisfacer las necesidades del pueblo de la América Latina en lo que se refiere a mejores viviendas, trabajos, tierras, salud y escuelas, y

CONSIDERANDO que el Acta de Bogotá recomendó el establecimiento de un programa interamericano de desarrollo social con el propósito de llevar a cabo medidas para el mejoramiento de la vida rural, el uso de las tierras, la vivienda, las facilidades para la comunidad, los sistemas educativos, las facilidades para el adiestramiento y la salud pública, así como para la movilización de los recursos nacionales, y

CONSIDERANDO que el Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua han convenido en la necesidad de formular planes específicos de acción destinados a promover el progreso económico y el mejoramiento del bienestar y nivel de vida de todos los pueblos de la América Latina, y

CONSIDERANDO que el Gobierno de los Estados Unidos de América tiene el propósito de suministrar a los países de la América Latina que participan en la Alianza para el Progreso, la ayuda económica, técnica y conexa, que fuere solicitada por dichos países y fuere aprobada por el Gobierno de los Estados Unidos de América, de acuerdo con los recursos de que disponga y de los programas y medidas de ayuda propia previstos en el Acta de Bogotá.

POR LO TANTO, el Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua acuerdan por el presente Convenio lo siguiente:

ARTICULO I

Con el fin de ayudar al Gobierno de la República de Nicaragua en su desarrollo nacional y en sus esfuerzos por alcanzar el progreso económico y social, a través del uso efectivo de sus propios recursos y otras medidas de ayuda propia, el Gobierno de los Estados Unidos de América proporcionará la ayuda económica, técnica y conexa que en adelante fuere solicitada por los representantes de los órganos correspondientes del Gobierno de la República de Nicaragua y fuere aprobada por los representantes del órgano u órganos designados por el Gobierno de los Estados Unidos de América para cubrir sus compromisos en virtud de este Convenio. Esa ayuda se proporcionará de conformidad con los convenios que por escrito se concierten entre los mencionados representantes.

ARTICULO II

El Gobierno de la República de Nicaragua, con el fin de promover el progreso económico y social del país contribuirá plenamente en el grado que le permitan sus recursos y condición económica en general, a su programa de desarrollo y a los programas y operaciones relacionados con el mismo, incluso los que se llevaren a cabo de conformidad con este Convenio, y para el mejor éxito de dichos programas pondrá especial empeño en divulgar por todos los medios posibles, al pueblo de Nicaragua los proyectos y operaciones relacionados con el presente Convenio, a fin de que el pueblo se compenetre del alcance de dichos programas y les preste su colaboración. El Gobierno de la República de Nicaragua tomará las medidas apropiadas para asegurar el uso efectivo de la ayuda que se preste de conformidad con este Convenio; y los representantes del Gobierno de los Estados Unidos, al observar y examinar los programas y operaciones emprendidos de conformidad con el mismo Convenio, lo hará aprove-

chando las plenas facilidades y oportunidades para ello que el Gobierno de Nicaragua está de acuerdo en proporcionar a dichos representantes, como también la información que estos necesiten para determinar la naturaleza y el alcance de las operaciones proyectadas o llevadas a cabo, y para hacer evaluación de resultados.

ARTICULO III

El Gobierno de la República de Nicaragua recibirá a una misión especial y a su personal con el fin de dar cumplimiento a las obligaciones del Gobierno de los Estados Unidos de América en virtud de este Convenio, y considerará a esta misión especial y a su personal como parte de la misión diplomática del Gobierno de los Estados Unidos de América en Nicaragua, con el objeto de que reciban las prerrogativas e inmunidades otorgadas a esa misión y a su personal de rango semejante.

ARTICULO IV

A fin de asegurar los beneficios máximos para el pueblo de Nicaragua provenientes de la ayuda que se proporcionará en virtud de este Convenio, se dispone:

(a) Los bienes o fondos utilizados o que se utilizaren con relación a este Convenio por parte del Gobierno de los Estados Unidos de América o de cualquier contratista financiado por ese Gobierno estarán exentos del pago de todo impuesto sobre la propiedad o uso y de cualesquier otros impuestos, requisitos sobre inversión o depósito, y de controles de cambio en Nicaragua; y la importación, exportación, adquisición, uso o disposición de cualesquiera de dichos bienes o fondos relacionados con este Convenio, estarán exentos del pago de cualesquier tarifas, derechos aduaneros, impuestos de importación y exportación, así como de los impuestos sobre las compras o traspasos y de cualquier otro impuesto o gravamen similar en Nicaragua.

(b) Todas las personas, excepto los ciudadanos o residentes permanentes de Nicaragua, que se encuentren presentes en este país para ejecutar los trabajos relacionados con este Convenio, estarán exentos del pago de los impuestos sobre la renta y del seguro social exigidos de acuerdo con las leyes de Nicaragua, y del pago de los impuestos sobre la compra, la propiedad, el uso o disposición de los bienes muebles personales (incluyendo los automóviles) destinados a su propio uso. Esas personas y los miembros de sus familias recibirán el mismo tratamiento con respecto al pago de derechos aduaneros y de importación y de exportación sobre los bienes muebles personales (incluyendo automóviles) importados a Nicaragua para su propio uso, que el otorgado por el Gobierno de la República de Nicaragua al personal diplomático de la Embajada de los Estados Unidos de América en Nicaragua.

ARTICULO V

Los fondos que se utilicen con el fin de proporcionar la ayuda a que se refiere este Convenio, serán convertidos en moneda nicaragüense al tipo de cambio que produzca el mayor número de unidades de dicha moneda por dólar de los Estados Unidos de América y que, en el momento que se haga la conversión, no sea ilegal en Nicaragua.

ARTICULO VI

1. Este Convenio entrará en vigor en la fecha de la comunicación por la cual el Gobierno de la República de Nicaragua notifique al Gobierno de los Estados Unidos de América que ha sido ratificado y continuará en vigor hasta noventa días después de la fecha de la comunicación en que cualquiera de los dos Gobiernos dé aviso por escrito al otro de su intención de terminar el Convenio. En tal caso, las disposiciones de este Convenio continuarán en plena vigencia y efectividad con respecto a la ayuda que se proporcione de acuerdo con este Convenio antes de dicha terminación.

2. Todo o cualquier parte del programa de ayuda que se proporcione en virtud de este Convenio puede ser terminado, salvo en caso de que se estipulare lo contrario en arreglos concertados de acuerdo con el Artículo I de este Convenio, por cualquiera de los dos Gobiernos, si ese Gobierno determinare que debido a un cambio de condiciones, la continuación de dicha ayuda es innecesaria o inconveniente. La terminación de dicha ayuda de acuerdo con esta disposición, puede incluir la cancelación de las entregas que aún no se hayan efectuado, de productos comprendidos en este Convenio.

3. El suministro de ayuda de acuerdo con este Convenio estará sujeto a las leyes y reglamentos pertinentes del Gobierno de los Estados Unidos de América, y el recibo de dicha ayuda por el Gobierno de la República de Nicaragua estará sujeto a las leyes y reglamentos pertinentes del Gobierno de Nicaragua.

4. A solicitud de cualquiera de los dos Gobiernos o de sus representantes designados, ambos se consultarán en relación con todo asunto que se refiera a la aplicación, operación o enmienda de este Convenio.

5. Este Convenio reemplazará a su entrada en vigor, al Convenio General de Cooperación Técnica del Punto Cuarto, entre los Estados Unidos de América y Nicaragua, firmado en Managua, Nicaragua, el 23 de Diciembre de 1950, según sus enmiendas. Los arreglos o convenios concertados para dar efecto práctico a este último Convenio con sus respectivas enmiendas y prórrogas, que se hayan concertado con anterioridad a la vigencia del presente Convenio, estarán sujetos al mismo a partir de la fecha de dicha vigencia."

Finalmente propone Vuestra Excelencia que si el texto que se deja transcrito y los acuerdos que indica son aceptables a mi Gobierno, la nota de Vuestra Excelencia y la respuesta favorable de esta Cancillería, constituirá un Convenio entre nuestros dos Gobiernos, que

entrará en vigor en la fecha en que su ratificación sea comunicada como se dispone en el mismo Convenio.

En respuesta, me es grato comunicar a Vuestra Excelencia que mi Gobierno acepta el Convenio en los términos que se dejan transcritos, constituyendo la nota de Vuestra Excelencia y esta respuesta un Convenio entre nuestros dos Gobiernos, el cual entrará en vigor en la fecha de la notificación de la ratificación de Nicaragua.

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

ALFONSO ORTEGA

Alfonso Ortega Urbina,
Ministro de Relaciones Exteriores, por la Ley.

Excelentísimo Señor
AARON S. BROWN,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.

Translation

REPUBLIC OF NICARAGUA
CENTRAL AMERICA

MINISTRY
OF
FOREIGN RELATIONS

DIPLOMATIC DIVISION
LCT. No. 009

MANAGUA, D.N., *March 30, 1962.*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 44 of this date, whereby, in referring to recent conversations between the representatives of our two Governments, you propose the conclusion of an agreement under which economic, technical, and related assistance would be provided to Nicaragua, in the following terms:

[For the English language text of the agreement, see *ante*, p. 1208.]

In conclusion, Your Excellency proposes that, if the text transcribed and the agreements which it sets forth are acceptable to my Government, Your Excellency's note and the favorable reply of this Foreign Office shall constitute an agreement between our two Governments, which shall enter into force on the date on which its ratification is communicated, as provided for in the Agreement itself.

In reply, I am happy to inform Your Excellency that my Government accepts the Agreement in the terms transcribed and that Your Excellency's note and this reply constitute an agreement between our two Governments, which shall enter into force on the date of notification of its ratification by Nicaragua.

I take pleasure in availing myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ALFONSO ORTEGA

Alfonso Ortega Urbina
Minister of Foreign Relations according to law

His Excellency
AARON S. BROWN,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
City.

AUSTRIA

Trade

Interim agreement [1] ***relating to the General Agreement on Tariffs and Trade.***
Signed at Geneva March 6, 1962;
United States Schedule effective July 1, 1962.

INTERIM AGREEMENT
between
the United States of America and Austria

The Government of the United States of America and the Republic of Austria, having carried on tariff negotiations pursuant to Article XXVIII bis of the General Agreement on Tariffs and Trade [2] at the 1960–61 Tariff Conference of the Contracting Parties to the General Agreement,[3] and desiring to enter immediately into a definitive agreement without awaiting the preparation of a Protocol embodying the results of that Conference, agree as follows:

I

The provisions of each party's schedule annexed hereto shall be applied by it as if this Agreement were a Protocol of Supplementary Concessions to the General Agreement.

II

The CONTRACTING PARTIES are requested to exercise the same functions with respect to the schedules annexed to this Agreement as they would exercise if these schedules were schedules to the General Agreement.

III

This Agreement shall enter into force upon signature. However, the concessions set forth in the schedule of a party shall take effect, except as otherwise provided in such schedule, thirty days after the date on which that party has notified the other party of its intention

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[1] All numbered footnotes herein were added by the Department of State.
[2] TIAS 3930; 8 UST 1792.
[3] TIAS 1700; 61 Stat., pts. 5 and 6.

to put such concessions into effect.[1] A party which has put the concessions set forth in its schedule into effect shall have the right to suspend or withdraw them in whole or in part until such time as the other party gives such notification.

IV

This Agreement shall terminate at such time as a Protocol to the General Agreement on Tariffs and Trade embodying the results of the 1960–61 Tariff Conference and incorporating the schedules annexed hereto enters into force.

Done at Geneva this sixth day of March 1962.

For the Government of the United States of America

JOHN W EVANS

For the Republic of Austria

EMANUEL TREU
(*Subject to ratification*) [2]

[1] Notification given by the United States June 1, 1962, effective July 1, 1962 provided that notification of Austrian ratification has been received by that date.

[2] The United States notified on June 30, 1962, of ratification by Austria on June 29, 1962.

SCHEDULE OF THE UNITED STATES OF AMERICA

This schedule is authentic only in the English language

Customs Territory of the United States

Most-Favored-Nation Tariff

(See general notes at the end of this Schedule)

Paragraph*	Description of Products	Rates of Duty A	Rates of Duty B
302(n)	Tantalum	11% ad val.	10% ad val.
1404	Crepe paper, commonly or commercially so known, including paper creped or partly creped in any manner, valued over 12½ cents per pound	2.25¢ per lb. and 5½% ad val.	2¢ per lb. and 5% ad val.
1405	Grease-proof and imitation parchment papers, which have been super-calendered and rendered transparent or partially so, not specially provided for, by whatever name known	1.125¢ per lb. and 5½% ad val.	1¢ per lb. and 5% ad val.
1412	Playing cards	4.5¢ per pack and 4½% ad val.	4¢ per pack and 4% ad val.
1503	Spangles and beads, including bugles, not specially provided for	13½% ad val.	12% ad val.
1503	Beads in imitation of precious or semi-precious stones of all kinds and shapes, and of whatever material composed (not including beads in imitation of pearls or beads composed wholly or in chief value of synthetic resin)	17% ad val.	15% ad val.
1528	Imitation precious stones, cut or faceted, and imitation semiprecious stones, faceted	8% ad val.	7% ad val.
1537 (c)	Combs wholly of rubber, not specially provided for, valued over $4.50 per gross	1.5¢ each and 27% ad val.	1.4¢ each and 24% ad val.
1551	Photographic cameras, and parts thereof, not specially provided for: Motion picture cameras, valued at $50 or more each	13½% ad val.	12% ad val.
1552	Cases suitable for pipes, cigar and cigarette holders, finished or partly finished	11% ad val.	10% ad val.

(*) The word "Paragraph" refers to the respective paragraphs appearing in the Tariff Act of 1930.

SCHEDULE OF THE UNITED STATES OF AMERICA

GENERAL NOTES

1. The provisions of this Schedule are subject to the pertinent notes appearing at the end of Schedule XX (Geneva–1947) annexed to the General Agreement on Tariffs and Trade, as authenticated at Geneva on October 30, 1947.

2. Subject to the provisions of this Schedule, to the provisions of this agreement, and to the provisions of section 350(a)(4) (B) and (C) of the Tariff Act of 1930,[1] the rates specified in the rate columns in this Schedule will become effective as follows:

(a) Rates in Column A will become initially effective on the day provided therefor in the proclamation by the President of the United States [2] to carry out the provisions of this Agreement. Rates in Column B will become initially effective in each case upon the expiration of a full period of one year after the related rate in Column A became initially effective. A rate shall be considered as becoming initially effective as indicated above even though such rate reflects no change in rate of duty, and notwithstanding duty on the product or products concerned is temporarily suspended.

(b) For the purposes of subparagraph (a) above, the phrase "full period of one year" means a period or periods aggregating one year exclusive of the time, after a rate becomes initially effective, when, by reason of legislation of the United States or action thereunder, a higher rate of duty is being applied.

[1] 72 Stat. 674; 19 U.S.C. § 1351(a)(4) (B) and (C).

[2] Rates effective July 1, 1962. See Proclamation 3468 of Apr. 30, 1962; 27 Fed. Reg. 4239, 4241.

SCHEDULE OF AUSTRIA

This schedule is authentic only in the English language

Customs Territory of Austria

Most-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Rate of Duty
	Note: The concessions set forth in this schedule shall take effect thirty days after the date of signature.	Schilling per 100 kgs
08.02	D - Grapefruit	50.-
12.01	B - Soya beans	free
20.06	Fruit otherwise prepared or preserved, whether or not containing added sugar or spirit:	
	ex B - Other:	
	2 - Pineapple, guavas, grapefruit, preserved in airtight containers	300.-
	3 - Peaches, preserved in airtight containers	400.-
20.07	Fruit juices (including grape must) and vegetable juices, whether or not containing added sugar, but unfermented and not containing spirit:	
	A - Concentrated juices:	
	3 - From fruits falling within heading No.08.01 and 08.02 D and E:	
	ex b - In other containers:	
	1 - Pineapple and grapefruit juices and mixtures thereof	300.-
	B - Other:	
	3 - From fruits falling within heading No.08.01 and 08.02 D and E:	
	ex a - Raw juices in containers with a capacity of less than 20 litres	150.-

SCHEDULE OF AUSTRIA

Tariff Item Number	Description of Products	Rate of Duty
		% ad val.or in Schilling per 100 kgs
20.07 (contd.)	ex b - Containing added sugar:	
	1 - Pineapples and grapefruit juices and mixtures thereof, in containers with a capacity of 20 litres or more	340.-
	2 - Pineapples and grapefruit juices and mixtures thereof, in containers with a capacity of less than 20 litres	340.-
	4 - From fruits falling within heading No.08.02 A,B and C:	
	ex a - Not containing added sugar:	
	2 - Other raw juices, in containers with a capacity of less than 20 litres	150.-
	3 - Other juices than raw juices, in containers with a capacity of 20 litres or more	105.-
27.10 Note 3	Petroleum fractions falling within heading No.27.10 obtained by cracking, by distillation or by distillation and refining or, by treatment with solvents, intended for mineral oil refineries and mineral oil refining plants, under certificate of the Federal Ministry of Trade and Reconstruction attesting that they will be subsequently reprocessed by distillation or refining	15 %

SCHEDULE OF AUSTRIA

Tariff Item Number	Description of Products	Rate of Duty
		% ad val.or in Schilling per 100 kgs
30.02	Antisera; microbial vaccines, toxins, microbial cultures (including ferments but excluding yeasts) and similar products:	
	A - Moulds for the manufacture of antibiotics; lactic ferments and acetic ferments	free
	B - Other	17 %
30.03	A - Penicillin	18 %
32.09	ex B - Pearl essence	25 % but not less than S 700.- per 100 kgs.
41.03	Sheep and lamb skin leather, except leather falling within heading No. 41.06, 41.07 or 41.08:	
	B - Dressed:	
	3 - Other	10 %
44.05	Wood sawn lengthwise, sliced or peeled, but not further prepared, of a thickness exceeding five millimetres:	
	ex A - From Douglas firs (pseudotsuga taxifolia)	5 %
	B - From other trees	free
48.07	ex F - Test (indicator) papers	20 %
51.04	Woven fabrics of man-made fibres (continuous), including woven fabrics of monofil or strip of heading No.51.01 or 51.02:	
	A - Of synthetic textile fibres:	
	2 - Other	29 % but not less than S 10.000.- per 100 kgs.

SCHEDULE OF AUSTRIA

Tariff Item Number	Description of Products	Rate of Duty
		% ad valorem
59.13	Elastic fabrics and trimmings (other than knitted or crocheted goods) consisting of textile materials combined with rubber threads	23 %
84.12	Air conditioning machines, self-contained, comprising a motor-driven fan and elements for changing the temperature and humidity of air	16 %
84.22	B - Shovel loading machinery (including slewing and overhead loading machinery); including such being accessories for tractors falling within heading No.87.01	13 %
84.49	Tools for working in the hand, pneumatic or with self-contained non-electric motor	16 %
85.01	A - Electric generators, motors, rotary converters, weighing each:	
	1 - 3.000 kilograms or more	14 %
85.14	A - Microphones and stands therefore, loudspeakers	20 %
90.19	B - Deaf aids:	
	1 - Complete apparatus	13 %
ex 92.11	Gramophones, dictating machines and other sound recorders and reproducers, including record-players and tape decks with or without sound-heads, except automatic record changers for playing a series of records in succession	27 %
92.13	Other accessories and parts of gramophones, of dictating machines or of other sound reproducers or recorders:	
	C - Other:	
	1 - Mechanical parts	18 %
	ex 2 - Other, except sound heads (pick-ups)	23 %

SCHEDULE OF AUSTRIA

Tariff Item Number	Description of Products	Rate of Duty
		% ad valorem
97.04	Equipment for parlour, table and funfair games for adults or children (including billiard tables and pin-tables and table-tennis requisites):	
	A - Billiard tables and roulette tables	15 %
	C - Other equipment for parlour, table and funfair games	28 %
	D - Parts and accessories:	
	2 - Other	20 %
97.06	Appliances, apparatus, accessories and requisites for gymnastics or athletics, or for sports and outdoor games (other than articles falling within heading No.97.04):	
	C - Of other materials:	
	2 - Other	24 %
98.01	Buttons and button moulds, studs, cuff-links, and press fasteners, including snap-fasteners and press studs; blanks and parts of such articles:	
	B - Other:	
	5 - Of plastic materials	32 %
	oooOooo	

ETHIOPIA

Peace Corps Program

Agreement effected by exchange of notes
Signed at Addis Ababa May 23, 1962;
Entered into force May 23, 1962.

The American Ambassador to the Ethiopian Acting Minister of Foreign Affairs

No. 715 ADDIS ABABA, *May 23, 1962*

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 Ethiopia.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Imperial Ethiopian Government and approved by the Government of the United States to perform mutually agreed tasks in Ethiopia. The Volunteers will work under the supervision of the Imperial Ethiopian Government. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Imperial Ethiopian Government will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Ethiopia in private capacity; and fully cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Imperial Ethiopian Government will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Ethiopia, from all customs duties or other charges on their personal property introduced into Ethiopia 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 price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two

governments may agree are needed to enable the Volunteers to perform their tasks effectively. The Imperial Ethiopian Government will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Ethiopia by the Government of the United States, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Imperial Ethiopian Government will receive a representative of the Peace Corps and such staff of the representative as are acceptable to the Imperial Ethiopian Government. The Imperial Ethiopian Government will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Ethiopia, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services. The Imperial Ethiopian Government 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 Ethiopia for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States.

5. The Imperial Ethiopian Government will exempt from investment and deposit requirements and currency controls all funds introduced into Ethiopia for use hereunder by the Government of the United States. Such funds shall be convertible into currency of Ethiopia at the legal rate.

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 Ethiopia as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

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

ARTHUR L. RICHARDS

His Excellency
ATO KETEMA YIFRU,
Acting Foreign Minister,
Ministry of Foreign Affairs,
Imperial Ethiopian Government,
Addis Ababa.

TIAS 5067

The Ethiopian Acting Minister of Foreign Affairs to the American Ambassador

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MINISTRY OF FOREIGN AFFAIRS

N° 9885 /ፀ¾/54

ADDIS ABABA, *May 23, 1962*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two governments and to accept 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 Ethiopia.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Imperial Ethiopian Government and approved by the Government of the United States to perform mutually agreed tasks in Ethiopia. The Volunteers will work under the supervision of the Imperial Ethiopian Government. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Imperial Ethiopian Government will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Ethiopia in private capacity; and fully cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Imperial Ethiopian Government will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Ethiopia, from all customs duties or other charges on their personal property introduced into Ethiopia 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 price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree are needed to enable the Volunteers to perform their tasks effectively. The Imperial Ethiopian Government will exempt from all taxes, customs duties and other charges, all equip-

ment and supplies introduced into or acquired in Ethiopia by the Government of the United States, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Imperial Ethiopian Government will receive a representative of the Peace Corps and such staff of the representative as are acceptable to the Imperial Ethiopian Government. The Imperial Ethiopian Government will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Ethiopia, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services. The Imperial Ethiopian Government 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 Ethiopia for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States.

5. The Imperial Ethiopian Government will exempt from investment and deposit requirements and currency controls all funds introduced into Ethiopia for use hereunder by the Government of the United States. Such funds shall be convertible into currency of Ethiopia at the legal rate.

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 Ethiopia 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 agree that your Government's Note and this Note in reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your government's Note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

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

KETEMA YIFRU

His Excellency
ARTHUR L. RICHARDS,
Ambassador of the United States of America,
Addis Ababa.

VENEZUELA

Agricultural Commodities: Sales under Title IV[1]

Agreement signed at Washington May 17, 1962;
Entered into force May 17, 1962.
With exchange of notes.

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

The Government of the United States of America and the Government of Venezuela,

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

Considering that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America of those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that such expanded trade should be carried on in a manner which would not adversely affect Venezuelan domestic production, distribution and prices of such agricultural commodities or activities intended to increase production of such commodities in Venezuela;

Recognizing further that by providing such commodities to Venezuela under long-term supply and credit arrangements, the resources and man-power of Venezuela can be utilized more effectively for economic development without jeopardizing adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Venezuela pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [2] as amended, (hereinafter referred to as the "Act");

Have agreed as follows:

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[1] Also TIAS 5091; *post*, p. 1336.

[2] 73 Stat. 610; 7 U.S.C. § § 1731–1736.

Article I

Commodity Sales Provisions

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of Venezuela of credit purchase authorizations, the Government of the United States of America undertakes to finance during the periods specified in the commodity table below, or such longer periods as may be authorized by the Government of the United States of America, the sales for United States dollars to purchasers authorized by the Government of Venezuela of the following commodities, determined to be surplus pursuant to the Act, in the amounts indicated:

Commodity	Approximate Maximum Quantity	Supply Period	Maximum Export Value to be Financed
Cotton	18,000 bales	US Fiscal Year 1962	$2,700,000
Corn	120,000 MT	Calendar Year 1962	5,835,000
Ocean Transportation (Est.)			405,000
Total			$8,940,000

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified total maximum export market value to be financed. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantity.

2. Credit purchase authorizations will include provisions covering specific commodities relating to the sale and delivery of such commodities and other relevant matters.

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

Article II

Credit Provisions

1. The Government of Venezuela will pay or cuase to be paid in United States dollars to the Government of the United States of America, for the commodities specified in Article I and related ocean

transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America, together with interest thereon.

2. The principal amount due for commodities delivered under this agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid not later than 12 months after the date of issue of the letter of credit issued for the benefit of the United States supplier in payment for the commodities involved in the particular shipment.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3 per centum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be made annually not later than the date on which the annual payment of principal becomes due.

4. The Government of Venezuela shall deposit or cause to be deposited payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

Article III

General Provisions

1. The Government of Venezuela will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of commodities, pursuant to the Agreement, will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns or commercial trade of countries friendly to the United States of America, or hinder development of production of such commodities in Venezuela.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and

will use their best endeavors to develop and extend continuous market demand for commodities.

4. The Government of Venezuela will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

Consultation

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

ARTICLE V

Entry Into Force

The Agreement shall enter into force upon signature.

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

DONE at Washington, in duplicate, in the English and Spanish languages this 17 day of May, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
G. GRIFFITH JOHNSON

FOR THE GOVERNMENT OF VENEZUELA:
CARLOS PÉREZ DE LA COVA

ACUERDO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE VENEZUELA DE CONFORMIDAD CON EL TITULO IV DE LA LEY DEL DESARROLLO Y ASISTENCIA DEL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela:

Reconociendo la conveniencia de ampliar el comercio en productos agrícolas entre sus dos países, en tal forma que se utilicen los productos

agrícolas, incluyendo sus derivados, producidos en los Estados Unidos de América, a fin de ayudar al desarrollo económico de Venezuela;

Considerando que tal expansión del comercio deberá realizarse en tal forma que no desplace las ventas al contado de los Estados Unidos de América de tales productos, o desorganice indebidamente los precios mundiales de los productos agrícolas o las pautas normales de las relaciones comerciales con países amigos;

Considerando que tal expansión del comercio deberá realizarse de tal forma que no afecte adversamente a la producción, distribución y precios de dichos productos agrícolas en el mercado nacional venezolano, ni a las actividades destinadas a aumentar la producción de tales productos en Venezuela;

Reconociendo además, que al proveer de tales productos a Venezuela, conforme a un arreglo de abastecimiento y crédito a largo plazo, los recursos y potencial humano de Venezuela pueden utilizarse más efectivamente en el desarrollo económico, sin arriesgar mientras tanto, los suministros adecuados de productos agrícolas para uso interno;

Deseando dejar sentadas las bases del entendimiento que regulará las ventas de los productos a Venezuela tal como se especifica a continuación, de conformidad con el Título IV de la Ley del Desarrollo y Asistencia del Comercio Agrícola y sus enmiendas (a la que en adelante se denominará "La Ley");

Han convenido en lo siguiente:

Articulo I

Disposiciones Referentes a la Venta de los Productos

1. Sujeto a la disponibilidad de los productos a ser administrados bajo la Ley, y a la emisión por el Gobierno de los Estados Unidos de América y a la aceptación por el Gobierno de Venezuela de las autorizaciones de compras a crédito, el Gobierno de los Estados Unidos de América asumirá la financiación, durante los períodos especificados en la tabla de productos que aparece más abajo, o por períodos más largos según los pueda autorizar el Gobierno de los Estados Unidos de América, de las ventas en dólares de los Estados Unidos, a los compradores autorizados por el Gobierno de Venezuela, de los siguientes productos, que se consideran como excedentes conforme a la Ley, en las cantidades señaladas:

Producto	Cantidad máxima aproximada	Período de Abastecimiento	Valor máximo en mercado de exportación a ser financiado
Algodón	18.000 fardos	Año fiscal (EUA) 1962	$2.700.000
Maíz	120.000 Ton. Met.	Año natural 1962	5.835.000
Transporte marítimo (estimado)			405.000
Total			$8.940.000

La cantidad total de financiamiento estipulada en las autorizaciones de compra a crédito no debe exceder al total del valor máximo en mercado de exportación arriba especificado, a ser financiado. Se da por entendido que el Gobierno de los Estados Unidos de América, conforme las bajas de precios u otros factores del mercado lo requieran, limitará la cantidad de financiamiento estipulada en las autorizaciones de compras a crédito,

2. Las autorizaciones de compras a crédito incluirán disposiciones referentes a productos específicos referentes a la venta y entrega de tales productos y otras materias pertinentes.

3. La financiación, venta y entrega de los productos contemplados en el presente Acuerdo podrán ser suspendidas por cualesquiera de los dos Gobiernos, si el Gobierno en cuestión determina que debido a cambios en las condiciones, la continuación de tal financiación, venta y entrega es innecesaria o inconveniente.

Articulo II

Disposiciones Referentes al Crédito

1. El Gobierno de Venezuela pagará o hará pagar en dólares de los Estados Unidos al Gobierno de los Estados Unidos de América, por los productos especificados en el Artículo I y por el transporte marítimo correspondiente (excepto el costo extra de flete marítimo que resulte de la exigencia de que se utilicen barcos de bandera de los Estados Unidos), la cantidad financiada por el Gobierno de los Estados Unidos, más el interés correspondiente.

2. La cantidad principal adeudada por concepto de productos entregados conforme a este Acuerdo, incluyendo los costos de flete marítimo correspondientes a tales entregas, deberá pagarse a lo más tardar 12 meses después de la fecha en que se expida la carta de crédito para beneficio del abastecedor de Estados Unidos en pago de los productos comprendidos en la remesa respectiva.

3. El interés sobre el saldo de la cantidad principal adeudada al Gobierno de los Estados Unidos de América, por los productos entregados en cada año calendario, se calculará a un tipo de interés del 3 por ciento anual y empezará a contarse desde la fecha de la última entrega de productos en tal año calendario. El interés sobre cada uno de tales saldos se pagará anualmente, no más tarde de la fecha de vencimiento del pago anual del principal.

4. El Gobierno de Venezuela depositará o hará depositar los pagos en la Tesorería de los Estados Unidos, a menos que los dos Gobierno convengan en otro depositario.

5. Cada uno de los dos Gobiernos establecerá procedimientos adecuados para facilitar la reconciliación de sus respectivos registros de las cantidades financiadas con relación a los productos entregados durante cada año calendario.

6. Con objeto de determinar la fecha de la última entrega de productos en cada año calendario, se considerará realizada la entrega en la fecha de embarque que figure en el conocimiento de embarque que haya sido firmado o marcado con iniciales a favor del porteador.

ARTICULO III

Disposiciones Generales

1. El Gobierno de Venezuela tomará todas las medidas posibles para impedir la reventa, o el reembarque a otros países, o el uso para finalidades que no sean las del consumo nacional, de los productos comprados conforme a las disposiciones del presente Acuerdo.

2. Los dos Gobiernos tomarán precauciones razonables para asegurarse de que las ventas o compras de los productos convenidos en el presente Acuerdo no desplazarán las ventas al contado de estos productos por parte de los Estados Unidos de América ni desorganizarán indebidamente los precios mundiales de los productos agrícolas, ni las pautas normales de las relaciones comerciales con los países amigos de los Estados Unidos, ni obstaculizarán el aumento de la producción de tales productos agrícolas en Venezuela.

3. Al llevar a efecto las disposiciones de este Acuerdo, los dos Gobiernos tratarán de asegurar, en la medida de lo posible, condiciones comerciales que permitan a los comerciantes particulares operar eficazmente y emplearán sus mejores esfuerzos para fomentar y extender la continua demanda de productos en el mercado.

4. El Gobierno de Venezuela suministrará, a solicitud del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, incluyendo información sobre la llegada y condición de los productos, información sobre la importación de productos que, bajo el presente Acuerdo, sea necesario comprar de los Estados Unidos de América o de otros países amigos de los Estados Unidos de América, además de los productos financiados bajo el presente Acuerdo, y cualquier exportación de los mismos productos o de productos semejantes.

ARTICULO IV

Consultas

A solicitud de cualquiera de ellos, los dos Gobiernos se consultarán sobre cualquier asunto relativo a la aplicación de este Acuerdo o a la ejecución de arreglos efectuados de conformidad con este Acuerdo.

ARTICULO V

Vigencia

Este Acuerdo entrará en vigor al ser suscrito.

EN TESTIMONIO DE LO CUAL, los respectivos representantes, debidamente autorizados para tal fin, han suscrito el presente Acuerdo.

HECHO en Washington, en duplicado, en los idiomas inglés y español, el día 17 de mayo de 1962.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:
G. GRIFFITH JOHNSON

POR EL GOBIERNO DE VENEZUELA:
CARLOS PÉREZ DE LA COVA

[EXCHANGE OF NOTES]

DEPARTMENT OF STATE
WASHINGTON
May 17 1962

SIR:

I refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Venezuela signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with reference to the maintenance of normal commercial trade in agricultural commodities and the use by the Government of Venezuela of bolivares resulting from the sale of commodities financed under the Agreement.

In expressing its agreement with the Government of the United States of America that the commodities delivered pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, the Government of Venezuela agrees that, during the period July 1, 1961 to June 30, 1962, Venezuela will import commercially from free world suppliers, including the United States of America, at least 18,000 bales of cotton.

With reference to the use by the Government of Venezuela of bolivares resulting from the sale of commodities financed under the Agreement, it is understood that these bolivares will be used for economic and social development projects or programs contemplated under the Act of Bogota [1] particularly in the development of new

[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.

and improved agricultural credit and marketing organizations, especially cooperatives.

I shall appreciate receiving your confirmation of the above understanding.

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

For the Secretary of State:

G. GRIFFITH JOHNSON

The Honorable
Dr. CARLOS PÉREZ DE LA COVA,
Chargé d'Affaires ad interim
of Venezuela.

EMBAJADA DE VENEZUELA
WASHINGTON, D.C.

No. 1222 17 DE MAYO DE 1962.

EXCELENCIA:

Tengo el honor de acusar el recibo de su nota fechada hoy cuyo tenor es el siguiente:

"Me refiero al Convenio sobre Productos Agrícolas que en el día de hoy han firmado el Gobierno de los Estados Unidos de América y el Gobierno de Venezuela.

"Deseo confirmar la comprensión que del mismo tiene mi Gobierno, y que se ha formado en las conversaciones sostenidas entre representantes de nuestros dos Gobiernos en relación con el mantenimiento del comercio normal de los productos agrícolas y del uso que dará el Gobierno de Venezuela a los bolívares que resulten de la Venta de Artículos financiados bajo Convenio.

"Al manifestarse de acuerdo con el Gobierno de los Estados Unidos de América, en cuanto a que los productos entregados en cumplimiento del Convenio no deben desorganizar indebidamente los precios mundiales de los productos agrícolas, o las pautas normales en las relaciones comerciales con los países amigos, o desplazar las transacciones al contado de los Estados Unidos de América en estos artículos, el Gobierno de Venezuela conviene en que durante el período del 1o. de julio de 1961 al 30 de junio de 1962, Venezuela importará comercialmente de los abastecedores del mundo libre, incluyendo a los Estados Unidos de América, al menos 18.000 fardos de algodón.

"Refiriéndose al uso que dará el Gobierno de Venezuela a los bolívares que resulten de la venta de artículos financiados bajo el Convenio, se entiende que estos bolívares serán empleados en proyectos y programas de desarrollo económico y social conforme a lo estipulado en el Acta de Bogotá, y particularmente en el desarrollo de nuevas y mejoradas organizaciones de crédito y distribución agrícola, especialmente cooperativas.

"Mucho sabré agradecerle a usted el envío de la confirmación de este compromiso".

Al respecto tengo el honor de informar a Vuestra Excelencia la conformidad de mi Gobierno acerca de los términos de la nota transcrita.

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

CARLOS PÉREZ DE LA COVA

Carlos Pérez de la Cova
Encargado de Negocios a.i.

Al Excelentísimo Señor
DEAN RUSK,
Secretario de Estado
Washington 25, D.C.

Translation

EMBASSY OF VENEZUELA
WASHINGTON, D.C.

No. 1222

MAY 17, 1962

EXCELLENCY:

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

[For the English language text of the note, see *ante*, p. 1238.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the terms of the note transcribed above.

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

CARLOS PÉREZ DE LA COVA

Carlos Pérez de la Cova
Chargé d'Affaires ad interim

His Excellency
DEAN RUSK,
Secretary of State,
Washington 25, D.C.

REPUBLIC OF THE CONGO

Agricultural Commodities [1]

Agreement amending the agreement of November 18, 1961.
Effected by exchange of notes
Signed at Léopoldville May 4 and 11, 1962;
Entered into force May 11, 1962.

The American Ambassador to the Congolese Minister of Foreign Affairs

No. 12 LEOPOLDVILLE, *May 4, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of the Congo signed November 18, 1961.[2]

The Government of the United States of America proposes, in response to a request of the Government of the Republic of the Congo, to amend the above cited Agreement by increasing the total amount of the Agreement from $7.5 million to $11.42 million. In this regard the list of commodities in Article I of the Agreement and the amounts for each commodity and for ocean transportation are revised to read as follows:

Commodity	Export Market Value (millions)
Wheat flour	$ 3.4
Rice (milled)	2.8
Dry whole milk	1.3
Non-fat dry milk	.3
Canned milk	.7
Frozen chicken	.7
Canned chicken	.2
Tobacco	.7
Canned fruit	.12
Ocean transportation (estimated)	1.2
Total	$ 11.42

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[1] Also TIAS 5159, 5164, 5182; *post*, pp. 2019, 2079, 2181; and TIAS 5221; *post*, pt. 3.

[2] TIAS 4925; 12 UST 3202.

With reference to Article II, paragraph 2, of the Agreement, it is understood that the Government of the United States of America will inform the Secretary General of the United Nations of the additional financing provided through this amendment for projects to promote economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

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

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

EDMUND A. GULLION

His Excellency
JUSTIN BOMBOKO,
Minister of Foreign Affairs,
Leopoldville.

The Congolese Minister of Foreign Affairs and the Minister of the Plan and Economic Coordination to the American Ambassador

RÉPUBLIQUE DU CONGO
Cabinet du Ministère
du Plan, de la Coordination Economique
et du Développement Communautaire

N° CAB/01/1112 LÉOPOLDVILLE, *le 11 mai 1962.*

A Son Excellence
EDMUND A. GULLION
Ambassadeur des Etats-Unis
d'Amérique à
Leopoldville.

EXCELLENCE,

Nous avons l'honneur de nous référer à la requête du Gouvernement de la République du Congo concernant une augmentation du montant total de $ 7,5 de l'Aide Américaine Titre I.

Votre réponse en date du 4 mai 1962, proposant une augmentation de $ 3,92 reçoit l'entière approbation du Gouvernement.

Nous vous remercions de cette nouvelle Aide apportée par votre Pays à la République du Congo.

Nous vous prions de croire, Excellence, à l'expression de notre haute considération.

LE MINISTRE DES AFFAIRES ETRANGERES,

J BOMBOKO

J. Bomboko.

[SEAL]

LE MINISTRE DU PLAN ET DE LA COORDINATION ECONOMIQUE

A KABANGI

A. Kabangi.

[SEAL]

Translation

REPUBLIC OF THE CONGO
Office of the Minister
of the Plan, Economic Coordination,
and Community Development

No. CAB/01/1112

LÉOPOLDVILLE, *May 11, 1962*

His Excellency
EDMUND A. GULLION,
Ambassador of the
United States of America,
Léopoldville.

EXCELLENCY:

We have the honor to refer to the request of the Government of the Republic of the Congo for an increase in the total amount, $7.5,[1] of American assistance under Title I.

Your reply dated May 4, 1962, proposing an increase of $3.92,[1] is entirely acceptable to the Government.

We thank you for this additional assistance given to the Republic of the Congo by your country.

Accept, Excellency, the assurance of our high consideration.

J BOMBOKO

J. Bomboko.
Minister
of Foreign Affairs

[SEAL]

KABANGI

A. Kabangi.
Minister of the Plan and
Economic Coordination

[SEAL]

[1] Millions.

UNITED ARAB REPUBLIC

Agricultural Commodities[1]

Agreement amending the agreement of February 10, 1962, as amended.
Effected by exchange of notes
Signed at Cairo May 21, 1962;
Entered into force May 21, 1962.

The American Ambassador to the Minister of Economy of the United Arab Republic

EMBASSY OF THE
UNITED STATES OF AMERICA
Cairo, May 21, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of February 10, 1962, as amended,[2] and to propose in response to a request of the Government of the United Arab Republic that the Agreement be further amended as follows:

In paragraph 1 of Article I, increase the amount for "Wheat and/or wheat flour" to $49.7 million, the amount for ocean transportation to $7.1 million, and the total value of the Agreement to $74.3 million.

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

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

JOHN S. BADEAU

His Excellency
ABDEL MONEIM EL-KAISSOUNI,
Minister of Economy
of the United Arab Republic,
Cairo.

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[1] Also TIAS 5149; *post*, p. 1921.
[2] TIAS 4947, 4991; *ante*, pp. 121, 369.

The Minister of Economy of the United Arab Republic to the American Ambassador

UNITED ARAB REPUBLIC
MINISTRY OF ECONOMY
OFFICE OF THE MINISTER

MAY 21, 1962

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of May 21, 1962 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of February 10, 1962 as amended, and to propose in response to a request of the Government of the United Arab Republic that the Agreement be further amended as follows:

"In paragraph 1 of Article I, increase the amount for "Wheat and/or wheat flour" to $49.7 million, the amount for ocean transportation to $7.1 million, and the total value of the Agreement to $74.3 million.

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

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers Your Excellency's note and the present reply shall constitute 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 KAISSOUNI

His Excellency
JOHN S. BADEAU,
Ambassador of the
United States of America,
Cairo.

BELGIUM

Visas: Waiver of Visas and Visa Fees

Agreement effected by exchange of notes
Dated at Brussels May 3 and 23, 1962;
Entered into force May 23, 1962.

The American Ambassador to the Belgian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 123

The Ambassador of the United States of America presents his compliments to his Excellency the Minister of Foreign Affairs and has the honor to state that the following is the understanding of the United States.

(1) The Government of the United States shall issue visas free of charge on a reciprocal basis to eligible nationals of Belgium under the conditions set forth in the following schedule:

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Ambassador, Public Minister, career diplomatic or consular officer, and members of immediate family	A–1	48 months	Unlimited
Other officials or employees of the Belgian Government, and members of immediate family	A–2	48 months	Unlimited
Attendant, servant, or personal employee of A–1 and A–2 classes, and members of immediate family	A–3	48 months	Unlimited
Temporary visitor for business	B–1	48 months	Unlimited
Temporary visitor for pleasure	B–2	48 months	Unlimited
Person in transit	C–1	48 months	Unlimited

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Person in transit to United Nations Headquarters District under § 11(3), (4) or (5) of the Headquarters Agreement [1]	C–2	12 months	Unlimited
Belgian Government official, members of immediate family, attendant, servant or personal employee, in transit	C–3	48 months	Unlimited
Crewman (seaman or airman)	D	48 months	Unlimited
Treaty merchant, spouse and children	E–1	48 months	Unlimited
Student	F–1	48 months	Unlimited
Spouse and children of student	F–2	48 months	Unlimited
Principal resident representative of Belgian Government to international organization, his staff, and members of immediate family	G–1	48 months	Unlimited
Other representative of Belgian Government to international organization, and members of immediate family	G–2	48 months	Unlimited
International organization officer or employee, and members of immediate family	G–4	48 months	Unlimited
Attendant, servant, or personal employee of G–1, G–2 and G–4 classes, and members of immediate family	G–5	48 months	Unlimited
Temporary worker of distinguished merit and ability	H–1	Period of authorized employment not exceeding 48 months	Unlimited

[1] TIAS 1676; 61 Stat. (pt. 4) 3423.

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Other temporary worker skilled or unskilled	H–2	Period of authorized employment not exceeding 48 months	Unlimited
Industrial trainee	H–3	Period of authorized employment not exceeding 48 months	Unlimited
Representative of Foreign information media, spouse and children	I	48 months	Unlimited
Exchange visitor	J–1	48 months	Unlimited
Spouse and children of exchange visitor	J–2	48 months	Unlimited.

(2) The Belgian Government shall permit eligible United States citizens, whose purpose of entry corresponds to the categories A through I, listed in paragraph (1), to enter Belgium without a visa, so long as their sojourn in Belgium does not exceed three months.

(3) The Belgian Government shall issue visas to eligible United States citizens who correspond to the classification J–1 and J–2 in paragraph (1) without charge, valid for unlimited applications during the period they retain such status.

(4) Should either Government desire to modify or terminate any of the provisions of this agreement, written notice shall be given to the other Government thirty days in advance of the date when such modification or termination shall become effective.

(5) The arrangement between the United States of America and Belgium effected by exchange of notes dated at Brussels on March 27 and November 23, 1946, and January 17 and February 3, 1947, which entered into force on February 17, 1947, [1] and the agreement between the United States of America and Belgium effected by exchange of notes dated at Washington on October 12 and 26, 1948, which entered into force on October 26, 1948, [2] shall terminate on the date on which the treatment accorded hereby becomes operative.

[1] TIAS 1879; 61 Stat. (pt. 4) 4117.
[2] TIAS 1891; 62 Stat. (pt. 3) 3707.

The Ambassador has the honor to request that the Minister confirm in behalf of the Belgian Government that the understanding set forth above is also the understanding of the Belgian Government. The Ambassador further has the honor to propose that this note and the Minister's reply confirming the foregoing in behalf of the Belgian Government shall be regarded as constituting an agreement to become operative thirty days subsequent to the date of the Minister's note in reply.

EMBASSY OF THE UNITED STATES OF AMERICA,
Brussels, May 3, 1962.

The Belgian Ministry of Foreign Affairs and Foreign Commerce to the American Embassy

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES
ET DU
COMMERCE EXTÉRIEUR

Direction générale C.
6e Bureau P.

N° 2202/Pt/USA. BRUXELLES, *le 23. 5. 1962*

Le Ministère des Affaires Etrangères et du Commerce Extérieur a l'honneur d'accuser réception de la note de l'Ambassade des Etats-Unis d'Amérique à Bruxelles n° 123, datée du 3 mai 1962 conçue dans les termes suivants :

"N° 123

L'Ambassadeur des Etats-Unis d'Amérique présente ses compliments à son Excellence le Ministre des Affaires Etrangères et a l'honneur de porter à sa connaissance que la conception des Etats-Unis est la suivante :

(1) Le Gouvernement des Etats-Unis délivrera des visas gratuits sur une base de réciprocité aux ressortissants belges éligibles sous les conditions énoncées ci-dessous :

Classe	Catégorie de Visa	Validité du Visa	Nombre de Fois ce Visa peut être employé
Ambassadeurs, Ministres du gouvernement, officiers de carrière diplomatique ou consulaire et membres de famille immédiate	A–1	48 mois	Illimité
Autres fonctionnaires ou employés du gouvernement belge et membres de famille immédiate	A–2	48 mois	Illimité
Domestique, serviteur ou employé à titre privé et membres de famille immédiate	A–3	48 mois	Illimité
Visiteur temporaire pour affaires	B–1	48 mois	Illimité
Visiteur temporaire de tourisme	B–2	48 mois	Illimité
Personne en transit	C–1	48 mois	Illimité
Personne en transit au Quartier Général des Nations Unies sous § 11(3), (4) ou (5) de la convention du Quartier Général	C–2	12 mois	Illimité
Fonctionnaire du gouvernement belge, membres de famille immédiate, domestique ou employé à titre privé, en transit	C–3	48 mois	Illimité
Membre d'équipage (marine ou aviation)	D	48 mois	Illimité
Commerçant sous convention, épouse et enfants	E–1	48 mois	Illimité
Etudiant	F–1	48 mois	Illimité
Epouse et enfants d'étudiant	F–2	48 mois	Illimité
Représentant principal résidant du gouvernement belge auprès d'organisation internationale, son personnel et membres de famille immédiate	G–1	48 mois	Illimité
Autre représentant du gouvernement belge auprès d'organisation internationale et membres de famille immédiate	G–2	48 mois	Illimité
Officier ou employé d'organisation internationale et membres de famille immédiate	G–4	48 mois	Illimité

Classe	Catégorie de Visa	Validité du Visa	Nombre de Fois ce Visa peut être employé
Domestique, serviteur ou employé à titre privé des catégories G–1, G–2 ou G–4 et membres de famille immédiate	G–5	48 mois	Illimité
Travailleur temporaire de qualité et de mérite exceptionnels	H–1	Période d'emploi autorisée n'excédant pas 48 mois	Illimité
Travailleur temporaire qualifié ou non	H–2	Période d'emploi autorisée n'excédant pas 48 mois	Illimité
Stagiaire industriel	H–3	Période d'emploi autorisée n'excédant pas 48 mois	Illimité
Journaliste, épouse et enfants	I	48 mois	Illimité
Visiteur sous Programme d'échange	J–1	48 mois	Illimité
Epouse et enfants de visiteur sous programme d'échange	J–2	48 mois	Illimité

(2) Le gouvernement belge permettra aux citoyens des Etats-Unis qui sont éligibles et dont le but de voyage correspond aux catégories de A à I, énoncées au paragraphe (1), l'entrée en Belgique sans visa, à condition que leur séjour en Belgique n'excède pas trois mois.

(3) Le gouvernement belge délivrera des visas gratuits aux citoyens des Etats-Unis qui sont éligibles et dont le but de voyage correspond à la catégorie J–1 et J–2 énoncée au paragraphe (1), valables pour multiples voyages pendant toute la durée de leur statut.

(4) Au cas où un des gouvernements désirerait modifier ou mettre fin à une clause quelconque de ce traité, notification écrite devra être donnée à l'autre gouvernement trente jours avant la date à laquelle la modification ou la cessation deviendra effective.

(5) L'accord entre les Etats-Unis d'Amérique et la Belgique intervenu par l'échange de notes datées à Bruxelles des 27 mars et 23 novembre 1946 et des 17 janvier et 3 février 1947, qui entra en vigueur le 17 février 1947 et l'accord entre les Etats-Unis d'Amérique et la Belgique effectué par un échange de notes datées à Washington des

12 et 26 octobre 1948, qui entra en vigueur le 26 octobre 1948, seront résiliés à la date à laquelle la présente convention entre en vigueur.

L'Ambassadeur a l'honneur de prier le Ministre de vouloir bien confirmer, au nom du gouvernement belge, que la convention énoncée ci-dessus est également celle du gouvernement belge. L'Ambassadeur a, de plus, l'honneur de proposer que cette note et la réponse du Ministre confirmant ce qui précède au nom du gouvernement belge, soient considérées comme constituant une convention qui entrera en vigueur trente jours après la date de la réponse du Ministre.

AMBASSADE DES ETATS-UNIS D'AMÉRIQUE,
Bruxelles, le 3 mai 1962."

Le Département a l'honneur d'informer l'Ambassade que le Gouvernement belge est d'accord sur la teneur de la lettre reproduite ci-dessus et saisit l'occasion de renouveler à l'Ambassade l'expression de sa très haute considération.

[SEAL]

A L'AMBASSADE DES ETATS-UNIS
D'AMÉRIQUE
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS
AND
FOREIGN COMMERCE

Office of the Director General C.
6th P. Office

No. 2202/Pr/USA

BRUSSELS, *May 23, 1962*

The Ministry of Foreign Affairs and Foreign Commerce has the honor to acknowledge the receipt of note No. 123 of the Embassy of the United States of America at Brussels, dated May 3, 1962, which reads as follows:

[For the English language text of the note, see *ante*, p. 1246.]

The Department has the honor to inform the Embassy that the Belgian Government agrees to the terms of the note reproduced above and avails itself of the occasion to renew to the Embassy the expression of its very high consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Brussels.

UNITED ARAB REPUBLIC

Cultural Relations

Agreement signed at Cairo May 21, 1962;
Entered into force May 21, 1962.

CULTURAL AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED ARAB REPUBLIC

The Governments of the United States of America and the United Arab Republic desiring to continue and strengthen the harmonious and cordial relations existing between the peoples of the United States of America and the United Arab Republic and to further the spirit of the charter of the United Nations,[1] which affirms the enchancement of fruitful cooperation among all countries of the world, have agreed as follows:

ARTICLE I

The two Governments shall mutually encourage and promote to the maximum extent, scientific and cultural cooperation between the two countries through such means as the following:

a) The exchange of university professors, instructors, and persons engaged in scientific and technical research, including provision of the necessary facilities for all such persons.

b) The awarding of scholarships to qualified university graduates, technicians and research scholars from each country for study, research and training in the other country, including provision of the facilities necessary for such study, research and training.

c) The creation of chairs in the language and literature of each country in the universities or other educational institutions of the other country.

d) The establishing of cultural centers and cultural institutions in the country of the other party on terms to be agreed upon in each case and according to laws and practices of the country in which such institutions may be opened.

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[1] TS 993; 59 Stat. 1031.

ARTICLE II

Each Government shall encourage among its citizens a better understanding of the civilization and culture of the other country, through such means as the following:

a) The exchange of scientific, educational and cultural publications including scientific, technical and cultural books, pamphlets, circulars and magazines, and geographical atlases.

b) The exchange of archeological and technical materials and equipment, and the facilitation of activities of archeological missions.

c) The exchange of art objects and the encouragement of holding scientific exhibitions.

d) The exchange of dramatic, musical and dance troups, and other artists.

e) The exchange of radio and television programs, recordings, tapes, and cultural, educational and documentary films.

f) Visits and exchanges between the two countries of leaders and experts in fields of specialized knowledge or skill, and other influential or distinguished persons.

ARTICLE III

Each Government shall encourage, through all possible means, the citizens of the other country who are engaged in research and study within its territory to continue carrying out their study or research, and shall also endeavor to make available all possible facilities in the various fields to the citizens of the other country wishing to engage in archeological exploration or to complete their education or training in the scientific institutions, factories, laboratories and institutes for applied arts and science existing in its territory.

ARTICLE IV

The two Governments shall encourage close cooperation among the cultural and professional organizations and the educational, scientific and cultural institutions existing in their respective territories.

ARTICLE V

Each Government undertakes to facilitate visits by scientists, research scholars and students from the other country to the museums, libraries, and the educational, scientific, cultural and technical organizations within its territory.

Each Government shall endeavor to extend to citizens of the other country engaged in activities of the types specified in this agreement all necessary visas, permits and facilities pertaining to entry, residence, movement, and exit.

ARTICLE VI

The two Governments shall encourage the exchange of youth and athletic groups between both countries as well as cooperation among the related organizations existing in both countries.

ARTICLE VII

This agreement shall not have the effect of changing the laws in force in either country. Moreover, the responsibilities of each Government set forth in this agreement are undertaken subject to its constitution, laws and regulations, and to the requirements of its domestic policy.

ARTICLE VIII

This present agreement shall come into force upon the date of signature. It shall remain in force until one year after the date of a written notification from either Government to the other Government of its intention to terminate it.

In witness whereof, the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

Done at Cairo this 21st of May, 1962, in duplicate in the English and Arabic languages, both of equal authenticity.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JOHN S. BADEAU

FOR THE GOVERNMENT OF THE UNITED ARAB REPUBLIC

ABDEL AZIZ EL SAYED.

والمؤسسات التعليمية والعلمية والثقافية والتقنية الكائنة فى بلدها وتعمل كل من الحكومتين على تقديم التسهيلات اللازمة لمواطنى البلد الآخر الذين يعملون فى الميادين المتعلقة بهذا الاتفاق من حيث الدخول والاقامة والتنقل والخروج •

المادة السادسة

تشجع الحكومتان تبادل وفود الشباب والفرق الرياضية بين بلديهما كما تشجعان التعاون بين المنظمات المختصة بهذا الشان فى كلا البلدين •

المادة السابعة

ليس من شان هذا الاتفاق تغيير القوانين المعمول بها فى كل من البلدين وعلاوة على ذلك تكون المسئوليات التى يتضمنها هذا الاتفاق والتى تتعهد بها كل من الحكومتين خاضعة لدستورها وقوانينها ونظمها المعمول بها وفى حدود سياستها الداخلية •

المادة الثامنة

تدخل هذه الاتفاقية فى دور التنفيذ من تاريخ توقيعها •

ويظل معمولا بها حتى تنقضى مدة سنة على تاريخ اعلام احدى الحكومتين الحكومة الأخرى كتابة بانهاء العمل بها •

واثباتا لما تقدم وقع هذا الاتفاق المندوبان المفوضان عن حكومتيهما •

حرر فى القاهرة فى الحادى والعشرين من شهر مايو سنة ١٩٦٢ من نسختين باللغتين العربية والانجليزية لكل منهما حجية واحدة •

عن
حكومة الولايات المتحدة الأمريكية

جون بادو

عن
حكومة الجمهورية العربية المتحدة

عالم

المادة الثانية

تشجع الحكومتان ما يحقق تفهم حضارة البلد الآخر وثقافته بين مواطنيه ويكون ذلك بالوسائل الاتية :

ا - تبادل المطبوعات العلمية والتعليمية والثقافية بما فى ذلك الكتب العلمية والتقنية والثقافية والكتيبات والنشرات والمجلات والصورات الجغرافية •

ب- تبادل المواد والمهمات الأثرية والفنية وتسهيل مهمة البعثات الأثرية •

جـ- تبادل المواد الفنية وتشجيع اقامة المعارض العلمية •

د - تبادل الفرق المسرحية والموسيقية والراقصة والفنانين •

هـ- تبادل برامج الأذاعة والتليفزيون والتسجيلات والأشرطة والأفلام الثقافية والتعليمية والاخبارية •

و- زيارة وتبادل القادة والخبراء فى ميادين المعرفة المتخصصة والمهارة بين بلديهما وكذلك زيارة وتبادل الشخصيات البارزة والموجهة •

المادة الثالثة

تشجع الحكومتان بكل الوسائل الممكنة مواطنى البلد الآخر الذين يقومون بأبحاث ودراسات فى بلدها على القيام بدراساتهم وابحاثهم كما يعملان على تقديم كل التسهيلات الممكنة فى الميادين المختلفة لمواطنى البلد الآخر ممن يعملون فى الكشف الأثرى او يستكملون تعليمهم او تدريبهم فى المعاهد العلمية والمصانع والمعامل والمعاهد التطبيقية الفنية والعلمية الكائنة فى اراضى بلده •

المادة الرابعة

تشجع الحكومتان التعاون الوثيق بين الهيئات الثقافية والمهنية والمعاهد التعليمية والعلمية والثقافية الموجودة فى بلديهما ••

المادة الخامسة

تعمل الحكومتان على تسهيل زيارات علماء وباحثى وطلبة البلد الآخر للمتاحف والمكتبات

الاتفاق الثقافى

بـــين

الولايات المتحـــدة الأمريكية

و

الجمهورية العربيـة المتحدة

ان حكومة الولايات المتحدة الأمريكية وحكومة الجمهورية العربية المتحدة رغبة منهمـــا فى العمل على زيادة التقارب بين الشعبين الأمريكى والعربى وتعزيزا لروح الود والتفاهـــم بين البلدين وعملا بروح ميثاق الامم المتحدة الذى يؤكد تعزيز التعاون المثمر بين بلـــدان العالم فى الميادين المختلفة قد اتفقتا على مايأتى :

المادة الأولى

تشجع الحكومتان الى اقصى حد ممكن التعاون العلمى والثقافى بينهما وذلك بالوســـائل الآتيـــــة :

ا ـ تبادل اساتذة الجامعات والمدرسين والمشتغلين بالأبحاث العلمية والفنية ومنحهم جميـــع التسهيلات اللازمة •

ب ـ تقديم المنح الدراسية لخريجى الجامعات والفنيين والباحثين فى كل من البلدين للدراسة والبحث والتدريب فى بلد الطرف الآخر مع منحهم التسهيلات الضرورية للقيام بهـــذه الدراسات والأبحاث والتدريب •

جـ ـ انشاء كراسى لتدريس لغة وأدب كل من البلدين فى الجامعات او المعاهد التعليميـــة الاخرى التابعة لبلد الطرف الآخر •

د ـ انشاء مراكز ومعاهد ثقافية لكل منهما فى بلد الطرف الآخر ويكون ذلك بأتفاقات خاصـــة فى كل حاله على حده وبما لا يتعارض والنظم والقوانين المعمول بها فى البلـــد الذى ستفتح فيه هذه المؤسســـات •

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of July 14, 1961.
Effected by exchange of notes
Signed at Saigon May 28, 1962;
Entered into force May 28, 1962.

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

No. 213 SAIGON, *May 28, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Viet-Nam signed on July 14, 1961 and to the notes exchanged on the same date [1] pursuant to Title I of the Agricultural Trade Development and Assistance Act [2] as amended, and to propose that the Agreement and the notes be amended as follows:

1) Delete sub-paragraphs 1(a) and 1(b) of Article II and substitute the following:

"a. For United States expenditures under subsections (a), (f), and (h) through (r) of Section 104 of the Act, or under any of such subsections, the piastre equivalent of $1,100,000.

"b. To procure military equipment, materials, facilities and services for the common defense in accordance with Section 104(c) of the Act, as amended, the piastre equivalent of $9,900,000.

"2. In the event that sales made under this Agreement either fall short of or exceed $11,000,000, the amount of piastres deposited pursuant to Article III shall be divided in the following proportions: the piastre equivalent of ten percent of the sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of this Agreement for the uses specified in sub-paragraph 1(a) of this Article; and the piastre equivalent of ninety percent of the sales financed by the Government

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[1] TIAS 4822; 12 UST 1112.
[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

of the United States of America for the uses specified in sub-paragraph 1(b) of this Article."

2) In numbered paragraph 1 of the notes, change "211.75 million piastres" to "110,261,818.88 piastres" and add the following sentence: "Of this amount, 22,052,363.77 piastres shall be devoted to the purposes specified in sub-paragraph 1(a) of Article II of the Agreement, and 88,209,455.10 piastres shall be devoted to the purposes specified in sub-paragraph 1(b) of Article II."

3) Delete the text of numbered paragraph 2 of the notes and substitute the following: "In the event of a change in the exchange system of Viet-Nam before the dollar disbursements provided for in the Agreement are completed, the new rate of exchange applicable to deposits of piastres under Article III of the Agreement, and any adjustment which may at that time appear desirable in the amount of the payment provided for in the preceding paragraph of this note, shall be determined by mutual agreement."

4) Delete the text of numbered paragraph 3 of the notes and substitute the following: "In the event that it is ultimately determined that the amount of sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of the Agreement differs from United States $11,000,000, then the payment of the Government of Viet-Nam described in the preceding paragraphs shall be adjusted in a manner to be mutually agreed."

5) Delete numbered paragraph 5 of the notes, including sub-paragraphs 5(a) through 5(e), in its entirety.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

F. E. NOLTING, Jr.

His Excellency
VU VAN MAU,
Secretary of State for Foreign Affairs,
Saigon.

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

RÉPUBLIQUE DU VIÊTNAM

DÉPARTEMENT DES AFFAIRES ÉTRANGÈRES

Le Secrétaire d'Etat

No 2372/EF

SAIGON, *le 28 Mai 1962*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No 213 en date de ce jour dont teneur suit :

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Viet-Nam signed on July 14, 1961 and to the notes exchanged on the same date pursuant to Title I of the Agricultural Trade Development and Assistance Act as amended, and to propose that the Agreement and the notes be amended as follows :

"1) Delete sub-paragraphs 1 (a) and 1 (b) of Article II and substitute the following :

"a. For United States expenditures under subsections (a), (f), and (h) through (r) of Section 104 of the Act, or under any of such subsections, the piastre equivalent of $1,100,000.

"b. To procure military equipment, materials, facilities and services for the common defense in accordance with Section 104 (c) of the Act, as amended, the piastre equivalent of $9,900,000.

"2. In the event that sales made under this Agreement either fall short of or exceed $11,000,000, the amount of piastres deposited pursuant to Article III shall be divided in the following proportions : the piastre equivalent of ten percent of the sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of this agreement for the uses specified in sub-paragraph 1 (a) of this Article; and the piastre equivalent of ninety percent of the sales financed by the Government of the United States of America for the uses specified in sub-paragraph 1 (b) of this Article."

2) In numbered paragraph 1 of the notes, change '211.75 million piastres' to '110,261,818.88 piastres' and add the following sentence : 'of this amount, 22,052,363.77 piastres shall be devoted to the purposes specified in sub-paragraph 1 (a) of Article II of the Agreement, and 88,209,455.10 piastres shall be devoted to the purposes specified in sub-paragraph 1 (b) of Article II.'

3) Delete the text of numbered paragraph 2 of the notes and substitute the following : 'In the event of a change in the exchange system of Viet-Nam before the dollar disbursements provided for in the Agreement are completed, the new rate of exchange applicable to deposits of piastres under Article III of the Agreement, and any adjustment which may at that time appear desirable in the amount of the payment provided for in the preceding paragraph of this note, shall be determined by mutual agreement.'

4) Delete the text of numbered paragraph 3 of the notes and substitute the following : "In the event that it is ultimately determined that the amount of sales, including ocean transportation, financed by the Government of the United States of America pursuant to Article I of the Agreement differs from United States $11,000,000, then the payment of the Government of Viet-Nam described in the preceding paragraphs shall be adjusted in a manner to be mutually agreed."

5) Delete numbered paragraph 5 of the notes, including subparagraphs 5 (a) through 5 (e), in its entirety.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

J'ai l'honneur de confirmer à Votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus, et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.

[SEAL] V V MAU

Vu-Van-Mau

Son Excellence Mr. FREDERICK E. NOLTING Jr.
Ambassadeur Extraordinaire
et Plénipotentiaire
des Etats Unis d'Amérique
Saigon.

Translation

REPUBLIC OF VIET-NAM

DEPARTMENT OF FOREIGN AFFAIRS

The Secretary of State

No. 2372/EF

SAIGON, *May 28, 1962*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 213, of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1259.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposals, and that this exchange of notes constitutes an agreement between our two Governments that will enter into force on today's date.

Please accept, Excellency, the assurances of my very high consideration.

[SEAL]

V V MAU

Vu-Van-Mau

His Excellency
FREDERICK E. NOLTING, Jr.,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Saigon.

REPUBLIC OF CHINA

Agricultural Commodities

Agreement amending the agreement of April 27, 1962.
Effected by exchange of notes
Signed at Taipei May 25, 1962;
Entered into force May 25, 1962.
And agreement amending the agreement of April 27, 1962, as amended.
Effected by exchange of notes
Signed at Taipei June 9, 1962;
Entered into force June 9, 1962.

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

No. 30 TAIPEI, *May 25, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into between our two Governments on April 27, 1962 [1] and to propose that Article I of the Agreement be amended by increasing the amount of financing for cotton to US$7.83 million and for ocean transportation to US$0.3 million, raising the total value of the Agreement to US$8.13 million.

It is proposed that this note and Your Excellency's reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

RALPH N. CLOUGH

Ralph N. Clough
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

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[1] TIAS 5010; *ante*, p. 461.

查照。

本部長順向

貴代辦表示敬意。

此致

美利堅合衆國駐中華民國代辦高立夫先生

中華民國五十一年五月二十五日於台北

沈昌煥

TIAS 5074

閣下之復照即構成
貴我兩國政府間關於此事之協定，自
閣下復照之日起生效。」

本部長茲特證實中華民國政府對於上述貴代辦來照建議一節，
可予同意，並證實
貴代辦來照及本照會即構成
貴我兩國政府間關於此事之協定，自本日起生效。相應復請
等由。

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

照會

巡覆者：接准貴代辦本日第三十號照會內開：

「關於貴我兩國政府於一九六二年四月二十七日所簽訂之農產品協定，本代辦茲建議將該協定第一條修正如次：增加棉花資助數額至七百八十三萬美元，增加海運費數額至三十萬美元及提高該協定項下之總數額至八百一十三萬美元。

茲特建議，本照會及

外(51)美一

7410

Translation

No. Wai-51-Mei-1-7410

TAIPEI, *May 25, 1962*

SIR:

I have the honor to acknowledge receipt of your Note No. 30 of today's date which reads as follows:

[For the English language text of the note, see *ante*, p. 1264.]

In reply, I have the honor to confirm that the proposal set forth in your note under reference is agreeable to the Government of the Republic of China and that your note and this note shall constitute an Agreement between our two Governments on this matter, effective from today's date.

Accept, Sir, the assurances of my high consideration.

SHEN CHANG-HUAN

Mr. RALPH NELSON CLOUGH,
Chargé d'Affaires a.i.,
Embassy of the United States of America,
Taipei, Taiwan, China.

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

No. 31

TAIPEI, *June 9, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed between our two Governments on April 27, 1962, as amended May 25, 1962, and to propose that the Agreement be further amended as follows:

In Article I add the commodities "Wheat" in the value of $4.36 million, "Barley" in the value of $0.60 million, "Tallow" in the value of $1.46 million and "Lard" in the value of $0.12 million; increase the amount for ocean transportation to $1.18 million; and increase the total value of the Agreement to $15.55 million.

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

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

RALPH N. CLOUGH

Ralph N. Clough
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

TIAS 5074

查照。

本部長順向

貴代辦表示敬意。

此致

美利堅合衆國駐中華民國代辦高立夫先生

中華民國五十一

沈昌煥

六月九日於台北

茲特建議，本照會及

閣下表示同意之復照即構成

貴我兩國政府間關於此事之協定，自

閣下復照之日起生效。』

等由。

本部長茲特證實中華民國政府對於上述　貴代辦來照建議一節，可予同意，並證實

貴代辦來照及本照會即構成

貴我兩國政府間關於此事之協定，自本日起生效。相應復請

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

照　會

外(51)美一

8201

逕復者：接准

貴代辦本日第三十一號照會內開：

『關於　貴我兩國政府於一九六二年四月二十七日所簽訂並於同年五月二十五日修正之農產品協定，本代辦茲建議將該項協定再予修正如下：

在第一條內增列價值四百三十六萬美元之小麥，六十萬美元之大麥，一百四十六萬美元之牛油脂及十二萬美元之猪油等項物資；增加海運費數額至一百一十八萬美元；並將該協定之總額增加至一千五百五十五萬美元。

Translation

No. Wai-51-Mei-1-8201 JUNE 9, 1962

SIR:

I have the honor to acknowledge receipt of your Note No. 31 of today's date which reads as follows:

[For the English language text of the note, see *ante*, p. 1268.]

In reply, I have the honor to confirm that the proposal set forth in your note under reference is agreeable to the Government of the Republic of China and that your note and this note shall constitute an Agreement between our two Governments on this matter, effective from today's date.

Accept, Sir, the assurances of my high consideration.

SHEN CHANG-HUAN

Mr. RALPH NELSON CLOUGH,
Chargé d'Affaires a.i.,
Embassy of the United States of America,
Taipei, Taiwan, China.

NEW ZEALAND

Defense: Loan of Vessel

Agreement effected by exchange of notes
Signed at Washington June 8, 1962;
Entered into force June 8, 1962.

The Secretary of State to the Ambassador of New Zealand

DEPARTMENT OF STATE
WASHINGTON
June 8, 1962

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two governments concerning the loan of a naval vessel by the Government of the United States to the Government of New Zealand and to propose the following understandings between our governments on this subject:

1. The Government of the United States will lend to the Government of New Zealand for the period set out below the vessel "USS NAMAKAGON" (AOG 53), hereinafter referred to as the "vessel".

2. Detailed arrangements shall be made between authorized representatives of our two governments, or their agencies, for the purpose of implementing the understandings and undertakings specified in this note.

3. The Government of New Zealand requires and shall use the vessel and its equipment, spares, and allowances solely to maintain the legitimate self-defense of New Zealand or to participate in missions mutually agreed, including missions in the Antarctic and elsewhere, by the representatives referred to in paragraph number 2 of this note. The Government of New Zealand will retain possession of, and will use, the vessel and its equipment, spares, and allowances subject to the terms and conditions contained in this note, and in support of the obligations resting upon it and other nations bound by the Security Treaty between Australia, New Zealand, and the United States of America signed at San Francisco on September 1, 1951.[1] The Government of New Zealand will accord designated representatives of the Government of the United States opportunity, as appropriate, to

[1] TIAS 2493; 3 UST (pt. 3) 3420.

observe and review the utilization of the vessel and will provide them with such information with respect to use and operation of the vessel as they may require for this purpose.

4. The period for the loan of the vessel shall be five years from the date of its delivery to the Government of New Zealand. Six months before the termination of this period, however, the two governments will, if the Government of New Zealand requests, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States may, however, request the return of the vessel at any time after the date of delivery if such action is necessitated by its own defense requirements. In this event, the Government of New Zealand will promptly return the vessel to the Government of the United States.

5. The vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of New Zealand at such place and time as may be mutually agreed by the representatives referred to in paragraph number 2 of this note. The delivery shall be evidenced by a delivery certificate. The Government of New Zealand shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

6. The Government of New Zealand agrees to pay the Government of the United States:

(a) the cost of rehabilitating and outfitting the vessel to the extent required by the Government of New Zealand;

(b) the fair value and installation costs of any equipment and material which is placed on board at the request of the Government of New Zealand and which is additional to or substituted for normal allowances; and

(c) the cost of any related services furnished in connection with such rehabilitation, outfitting, and installation.

Such payments shall be pursuant to the detailed arrangements referred to in paragraph number 2 of this note and in accordance with the Foreign Assistance Act of 1961,[1] acts amendatory and supplementary thereto, and appropriation acts thereunder.

7. Title to the vessel and to the items and appurtenances referred to in paragraph number 5 of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of New Zealand may, however, place the vessel under its flag and designate and name the vessel in accordance with Royal New Zealand Navy custom and tradition.

8. The Government of New Zealand renounces all claims against the Government of the United States arising from the transfer, use,

[1] 75 Stat. 424, 719; 22 U.S.C. § 2151 note.

or operation of the vessel and will save the Government of the United States harmless from any such claims asserted by third parties.

9. Upon the expiration or termination of the loan, the vessel, together with its outfitting equipment, appliances, and its available on-board spares and allowances, including consumable stores, replacement parts, and fuel, will be returned to the Government of the United States at a place and time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred, or will be otherwise disposed of as specified by the Government of the United States. Any items and appurtenances on board the vessel at the time of redelivery shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation. If the vessel is returned to the Government of the United States at its request prior to the expiration of the initial five-year period, the two governments will consult with respect to such compensation on a pro rata basis to the Government of New Zealand for rehabilitation or outfitting costs or any additional material or altered fittings placed on board in accordance with the provisions of paragraph number 6 of this note as may be authorized by the laws of the United States in effect at that time.

10. The Government of New Zealand will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessel. The Government of New Zealand shall not, however, be liable for damage to, or loss of, the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph number 3 of this note or as a result of force majeure, so long as such damage or loss is not substantially attributable to negligence in operation or maintenance of the vessel. Should the vessel sustain damages from any cause, such as in the opinion of the Government of New Zealand render it a total loss, the Government of New Zealand shall consult with the Government of the United States before declaring the said vessel a total loss.

11. The Government of New Zealand shall maintain the security of the vessel and of equipment, materials, and information furnished in connection therewith.

If these understandings are acceptable to your government, I further propose that this note and your reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

For the Secretary of State:
W. Averell Harriman

His Excellency
G. R. Laking,
Ambassador of New Zealand.

TIAS 5075

The Ambassador of New Zealand to the Secretary of State

NEW ZEALAND EMBASSY
WASHINGTON 8, D.C.
8 June 1962

SIR,

I have the honour to acknowledge the receipt of your note of 8 June 1962 reading as follows:

"I have the honour to refer to recent discussions between representatives of our two governments concerning the loan of a naval vessel by the Government of the United States to the Government of New Zealand and to propose the following understandings between our governments on this subject:

1. The Government of the United States will lend to the Government of New Zealand for the period set out below the vessel "USS NAMAKAGON" (AOG 53), hereinafter referred to as the "vessel".

2. Detailed arrangements shall be made between authorised representatives of our two governments, or their agencies, for the purpose of implementing the understandings and undertakings specified in this note.

3. The Government of New Zealand requires and shall use the vessel and its equipment, spares, and allowances solely to maintain the legitimate self-defence of New Zealand or to participate in missions mutually agreed, including missions in the Antarctic and elsewhere, by the representatives referred to in paragraph number 2 of this note. The Government of New Zealand will retain possession of, and will use, the vessel and its equipment, spares, and allowances subject to the terms and conditions contained in this note, and in support of the obligations resting upon it and other nations bound by the Security Treaty between Australia, New Zealand, and the United States of America signed at San Francisco on September 1, 1951. The Government of New Zealand will accord designated representatives of the Government of the United States opportunity, as appropriate, to observe and review the utilization of the vessel and will provide them with such information with respect to use and operation of the vessel as they may require for this purpose.

4. The period for the loan of the vessel shall be five years from the date of its delivery to the Government of New Zealand. Six months before the termination of this period, however, the two governments will, if the Government of New Zealand requests, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States may, however, request the return of the vessel at any time after the date of delivery if such

action is necessitated by its own defence requirements. In this event, the Government of New Zealand will promptly return the vessel to the Government of the United States.

5. The vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of New Zealand at such place and time as may be mutually agreed by the representatives referred to in paragraph number 2 of this note. The delivery shall be evidenced by a delivery certificate. The Government of New Zealand shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

6. The Government of New Zealand agrees to pay the Government of the United States:

(a) the cost of rehabilitating and outfitting the vessel to the extent required by the Government of New Zealand;

(b) the fair value and installation costs of any equipment and material which is placed on board at the request of the Government of New Zealand and which is additional to or substituted for normal allowances; and

(c) the cost of any related services furnished in connection with such rehabilitation, outfitting, and installation.

Such payments shall be pursuant to the detailed arrangements referred to in paragraph number 2 of this note and in accordance with the Foreign Assistance Act of 1961, acts amendatory and supplementary thereto, and appropriation acts thereunder.

7. Title to the vessel and to the items and appurtenances referred to in paragraph number 5 of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of New Zealand may, however, place the vessel under its flag and designate and name the vessel in accordance with Royal New Zealand Navy custom and tradition.

8. The Government of New Zealand renounces all claims against the Government of the United States arising from the transfer, use, or operation of the vessel and will save the Government of the United States harmless from any such claims asserted by third parties.

9. Upon the expiration or termination of the loan, the vessel, together with its outfitting equipment, appliances, and its available on-board spares and allowances, including consumable stores, replacement parts, and fuel, will be returned to the Government of the United States at a place and time specified by the Government of the United States, in substantially the same condition, reasonable

wear and tear excepted, as when transferred, or will be otherwise disposed of as specified by the Government of the United States. Any items and appurtenances on board the vessel at the time of redelivery shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation. If the vessel is returned to the Government of the United States at its request prior to the expiration of the initial five-year period, the two governments will consult with respect to such compensation on a pro rata basis to the Government of New Zealand for rehabilitation or outfitting costs or any additional material or altered fittings placed on board in accordance with the provisions of paragraph number 6 of this note as may be authorised by the laws of the United States in effect at that time.

10. The Government of New Zealand will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessel. The Government of New Zealand shall not, however, be liable for damage to, or loss of, the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph number 3 of this note or as a result of force majeure, so long as such damage or loss is not substantially attributable to negligence in operation or maintenance of the vessel. Should the vessel sustain damages from any cause, such as in the opinion of the Government of New Zealand render it a total loss, the Government of New Zealand shall consult with the Government of the United States before declaring the said vessel a total loss.

11. The Government of New Zealand shall maintain the security of the vessel and of equipment, materials, and information furnished in connection therewith.

If these understandings are acceptable to your government, I further propose that this note and your reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your reply."

I have pleasure in confirming that the understandings proposed in your note are acceptable to the Government of New Zealand and confirm that your note and this reply shall constitute an agreement between our two governments entering into force today.

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

G. R LAKING
Ambassador

THE SECRETARY OF STATE,
Department of State,
Washington, D.C.

TIAS 5075

VIET-NAM

Economic Cooperation

Agreement amending the agreement of September 7, 1951, as supplemented.
Effected by exchange of notes
Signed at Saigon June 7, 1962;
Entered into force June 7, 1962.
With pro memoria.

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

No. 223 SAIGON, *June 7, 1962.*

EXCELLENCY:

I have the honor to refer to the request which has been made by representatives of the Government of Viet-Nam for a change in the requirements concerning the deposit of piasters in the Special Account established under the terms of the Economic Cooperation Agreement between the Government of the United States of America and the Government of Viet-Nam signed at Saigon on September 7, 1951, as supplemented.[1]

I propose that the introductory portion of Paragraph 2 of Section 1 of the Annex to the Economic Cooperation Agreement be amended to read as follows:

"2. Recognizing that the success of the assistance program will depend upon expenditures of local currency in addition to aid rendered by the Government of the United States of America, the Government of Viet-Nam will establish a Special Account in the National Bank of Viet-Nam (hereinafter called "Special Account") and, except as may otherwise be agreed upon by the principal representative of the agency designated by the Government of the United States to administer its responsibilities in Viet-Nam hereunder and an appropriate representative of the Government of Viet-Nam, make deposits in piasters to this account as follows:"

I further have the honor to propose that if the foregoing understandings are acceptable to the Government of Viet-Nam, the present note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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[1] TIAS 2346, 3640; 2 UST 2205; 7 UST 2507.

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

F. E. NOLTING, Jr.

His Excellency
VU VAN MAU,
Secretary of State for Foreign Affairs,
Saigon.

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

RÉPUBLIQUE DU VIÊTNAM

DÉPARTEMENT DES AFFAIRES ÉTRANGÈRES

Le Secrétaire d'Etat

No 2548/EF. SAIGON, *le 7 Juin 1962*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 223 en date de ce jour dont teneur suit :

"I have the honor to refer to the request which has been made by representatives of the Government of Viet-Nam for a change in the requirements concerning the deposit of piasters in the Special Account established under the terms of the Economic Cooperation Agreement between the Government of the United States of America and the Government of Viet-Nam signed at Saigon on September 7, 1951, as supplemented.

I propose that the introductory portion of Paragraph 2 of Section 1 of the Annex to the Economic Cooperation Agreement be amended to read as follows :

"2. Recognizing that the success of the assistance program will depend upon expenditures of local currency in addition to aid rendered by the Government of the United States of America, the Government of Viet-Nam will establish a Special Account in the National Bank of Viet-Nam (hereinafter called 'Special Account') and except as may otherwise be agreed upon by the principal representative of the agency designated by the Government of the United States to administer its responsibilities in Viet-Nam here-under and an appropriate representative of the Government of Viet-Nam, make deposits in piasters to this account as follows:"

I further have the honor to propose that if the foregoing understandings are acceptable to the Government of Viet-Nam, the present note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply."

J'ai l'honneur de confirmer à Votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.

V V MAU

Son Excellence Monsieur FREDERICK E. NOLTING Jr.
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats Unis d'Amérique
Saigon

Translation

REPUBLIC OF VIET-NAM
DEPARTMENT OF FOREIGN AFFAIRS
The Secretary of State

No. 2548/EF. SAIGON, *June 7, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 223 of this date, the tenor of which is as follows:

[Here the Vietnamese note quotes in English the U.S. note, *ante*, p. 1279.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the foregoing proposals and that this exchange of notes constitutes an agreement between our two Governments which enters into force beginning today.

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

V V MAU

His Excellency
FREDERICK E. NOLTING, Jr.,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Saigon.

PRO MEMORIA

The Government of the United States of America wishes to refer to the conversations between its representatives and representatives of the Government of Viet-Nam regarding the obligation of the Government of Viet-Nam under Paragraph 2, A of the Annex to the Economic Cooperation Agreement between the Government of the United States of America and the Government of Viet-Nam signed at Saigon on September 7, 1951, to make deposits in the Special Account established under that Agreement of piasters accruing as a result of the import of commodities or services furnished by the United States of America under the Agreement.

In connection with the amendment of Paragraph 2 of the Annex effected by an exchange of notes between the two Governments signed at Saigon on today's date, the Government of the United States of America hereby discharges the Government of Viet-Nam from so much of the obligation as consists of depositing piasters collected as customs duties on such commodities and services in the period beginning January 1, 1962, and ending at the close of this day.

FEN

EMBASSY OF THE UNITED STATES OF AMERICA,
Saigon, June 7, 1962.

TURKEY

Agricultural Commodities [1]

Agreement amending the agreement of July 29, 1961, as amended.
Effected by exchange of notes
Signed at Ankara June 21, 1962;
Entered into force June 21, 1962.

The American Ambassador to the Turkish Minister of Commerce

No. 1813 ANKARA, *June 21, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of July 29, 1961,[2] as amended, and to propose that the Agreement be further amended as follows:

In paragraph 1 of Article I, as requested by the Government of the Republic of Turkey, increase the amount for "Wheat" to "$93.6 million", increase the amount for ocean transportation to "$13.7 million" and increase the total value of the Agreement to "$126.9 million".

I have the honor to propose that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

RAYMOND A. HARE

His Excellency
IHSAN GURSAN,
Minister of Commerce,
Republic of Turkey,
Ankara.

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[1] Also TIAS 5185; *post*, p. 2199; and TIAS 5235; *post*, pt. 3.
[2] TIAS 4819; 12 UST 1098.

The Turkish Minister of Commerce to the American Ambassador

TÜRKİYE CUMHURİYETİ
TİCARET BAKANLIĞI[1]

ANKARA, *June 21, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated June 21, 1962, which reads as follows:

"Excellency:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of July 29, 1961, as amended, and to propose that the Agreement be further amended as follows:

"In paragraph 1 of Article I, as requested by the Government of the Republic of Turkey, increase the amount for "Wheat" to "$93.6 million", increase the amount for ocean transportation to "$13.7 million" and increase the total value of the Agreement to "$126.9 million".

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

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

I have the honor to inform you that the Government of Turkey concurs with the foregoing understanding.

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

IHSAN GÜRSAN

The Honorable
RAYMOND A. HARE,
Ambassador of the United States of America,
Ankara.

[1] Republic of Turkey
Ministry of Commerce

DAHOMEY

Defense: Furnishing of Military Equipment, Materials and Services

Agreement effected by exchange of notes
Signed at Cotonou and Porto-Novo June 5 and 13, 1962;
Entered into force June 13, 1962.

The American Ambassador to the Dahomean Minister for Foreign Affairs

No. 110 COTONOU, *June 5, 1962.*

EXCELLENCY:

I have the honor to refer to recent conversations and communications between representatives of our two governments and to advise you that the Government of the United States of America is prepared to furnish to the Government of the Republic of Dahomey such military equipment, materials and services as may be requested by representatives of the Government of the Republic of Dahomey and agreed to by representatives of the Government of the United States of America. Such military assistance will be provided to help assure the security and independence of the Republic of Dahomey in accordance with such terms and conditions as may be agreed upon by such representatives in accordance with the following understandings:

1. The Government of the Republic of Dahomey shall use the military equipment, materials and services furnished by the Government of the United States of America to maintain its internal security and legitimate self defense. It is understood that the Government of the Republic of Dahomey as a member of the United Nations organization interprets the term "legitimate self defense" within the scope of the United Nations charter [1] as excluding an act of aggression against any other state.

2. The Government of the Republic of Dahomey shall not relinquish or transfer title to or possession of the military equipment and materials furnished by the Government of the United States of America and shall not use or permit the use of such articles for purposes other than those for which furnished without the prior consent of the Government of the United States of America.

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[1] TS 993; 59 Stat. 1031.

3. The Government of the Republic of Dahomey undertakes that it shall take the measures which will be agreed upon with representatives of the United States of America to maintain the security and prevent the disclosure or compromise of classified articles, services or information received hereunder.

4. The Government of the Republic of Dahomey will permit representatives of the Government of the United States of America to observe the progress of assistance furnished pursuant to this agreement.

5. The Government of the Republic of Dahomey shall offer to return to the Government of the United States of America military equipment and materials furnished by the Government of the United States of America hereunder which are no longer required for the purpose for which they were originally made available.

If these understandings are acceptable to your Excellency's Government, I propose that this note and your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Excellency's reply.

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

ROBINSON MCILVAINE

His Excellency
EMILE DERLIN ZINSOU,
Minister for Foreign Affairs,
Porto Novo.

The Dahomean Minister for Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU DAHOMEY

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

LE MINISTRE

N° 0170/C Min. Af. Etr.

PORTO-NOVO, *Le 13 Juin 1962*

EXCELLENCE,

J'ai l'honneur de me référer à votre lettre n° 110 du 5 Juin 1962 faisant suite aux conversations et communications entre les représentants de nos deux Gouvernements et de vous informer que le Gouvernement de la République du Dahomey accepte, aux conditions générales suivantes, l'équipement militaire et les prestations de services qui lui seront fournis par le Gouvernement des Etats-Unis d'Amérique en vue du maintien de sa sécurité et de son Indépendance:

1/ Le matériel militaire et les services fournis par le Gouvernement des Etats-Unis devront contribuer exclusivement au maintien de la

sécurité et assurer la légitime défense, le terme "légitime défense" devant être entendu dans le sens donné par la Charte des Nations Unies, ce qui exclut tout acte d'agression contre un autre Etat.

2/ Le Gouvernement de la République du Dahomey s'interdit de renoncer à la possession ou de transférer la propriété du matériel militaire fourni par le Gouvernement des Etats-Unis d'Amérique et n'utilisera pas ou ne permettra pas d'utiliser celui-ci à des fins autres que celles pour lesquelles il aura été fourni, sans le consentement préalable du Gouvernement des Etats-Unis d'Amérique.

3/ Le Gouvernement de la République du Dahomey s'engage à prendre en accord avec les représentants des Etats-Unis d'Amérique les mesures nécessaires au maintien de la sécurité et de prévenir la divulgation ou la compromission des arrangements ou informations confidentiels faisant l'objet du présent accord.

4/ Le Gouvernement de la République du Dahomey permettra aux représentants du Gouvernement des Etats-Unis d'Amérique de suivre les progrès de l'assistance fournie dans le cadre de cet agrément.

5/ Le Gouvernement de la République du Dahomey pourra offrir de restituer au Gouvernement des Etats-Unis d'Amérique le matériel et les équipements militaires fournis par celui-ci et qui ne lui seront plus nécessaires pour les besoins en vue desquels ils auront été fournis à l'origine.

La présente lettre, ainsi que celle de Votre Excellence enregistrée à la date du 5 Juin 1962 sous le numéro 110 constituent un agrément entre nos deux Gouvernements qui entrera en vigueur immédiatement.

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

ZINSOU

[SEAL]

Son Excellence
Monsieur ROBINSON MAC ILVAINE
Ambassadeur des Etats-Unis d'Amérique à Cotonou

Translation

REPUBLIC OF DAHOMEY
MINISTRY OF FOREIGN AFFAIRS
THE MINISTER

No. 0170/C Min. Af. Etr.

PORTO-NOVO, *June 13, 1962*

EXCELLENCY:

I have the honor to refer to your note No. 110 of June 5, 1962 with reference to the conversations and communications between the repre-

sentatives of our two Governments and to inform you that the Government of the Republic of Dahomey accepts, under the following general conditions, the military equipment and services which will be furnished to it by the Government of the United States of America for the purpose of maintaining its security and its independence:

1. The military materiel and the services furnished by the Government of the United States shall be used exclusively to help to maintain security and ensure self-defense; the term "self-defense" is to be understood in the sense given by the United Nations Charter as excluding any act of aggression against another State.
2. The Government of the Republic of Dahomey shall not relinquish possession of or transfer title to the military materiel furnished by the Government of the United States of America and shall not use or permit the use of such materiel for purposes other than those for which it was furnished without the prior consent of the Government of the United States of America.
3. The Government of the Republic of Dahomey undertakes that it shall take, with the approval of the representatives of the United States of America, the measures necessary to maintain the security and prevent the disclosure or compromise of classified agreements or information forming the subject of this agreement.
4. The Government of the Republic of Dahomey will permit the representatives of the Government of the United States of America to observe the progress of assistance furnished pursuant to this agreement.
5. The Government of the Republic of Dahomey may offer to return to the Government of the United States of America the military materiel and equipment furnished by the latter which are no longer required for the purpose for which they were originally made available.

This note and Your Excellency's note No. 110 dated June 5, 1962 constitute an agreement between our two Governments, which shall enter into force immediately.

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

ZINSOU

[SEAL]

His Excellency
ROBINSON MCILVAINE,
Ambassador of the
United States of America,
Cotonou.

ISRAEL

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 12, 1955, as amended. Signed at Washington June 22, 1962; Entered into force July 10, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Israel,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Israel Concerning Civil Uses of Atomic Energy signed at Washington on July 12, 1955 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on August 20, 1959 [2] and June 11, 1960,[3]

Agree as follows:

ARTICLE I

The following new sentence is added at the end of paragraph (a) of Article VI bis of the Agreement for Cooperation, as amended:

"If the Parties conclude that it is desirable to arrange for administration of safeguards by the Agency on material and equipment transferred hereunder to the Government of Israel, it is contemplated that arrangements for such administration may be effected without the necessity of modifying the terms of this Agreement; such arrangements may provide that safeguards rights heretofore accorded to the United States of America under this agreement on such material and equipment may be suspended during such time as Agency safeguards are in force with respect thereto."

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[1] TIAS 3311; 6 UST 2641.
[2] TIAS 4407; 11 UST 46.
[3] TIAS 4507; 11 UST 1626.

ARTICLE II

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "July 11, 1962" and substituting in lieu thereof the date "July 11, 1964".

ARTICLE III

This Amendment shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this twenty-second day of June, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

GLENN T SEABORG

FOR THE GOVERNMENT OF ISRAEL:

AVRAHAM HARMAN.

[1] July 10, 1962.

VIET-NAM

Agricultural Commodities[1]

Agreement amending the agreement of December 27, 1961, as amended.
Effected by exchange of notes
Signed at Saigon June 7, 1962;
Entered into force June 7, 1962.

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

No. 222 SAIGON, *June 7, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on December 27, 1961, as amended,[2] and to propose that Article I of the Agreement be further amended by changing the cotton export market value to "$4.2 million"; by increasing the amount of ocean freight to "$1.68 million"; and by increasing the total to "$19.53 million".

If this amendment is acceptable to Your Excellency's Government, I have the honor to propose that this note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

F. E. NOLTING, Jr.

His Excellency
VU VAN MAU,
Secretary of State for Foreign Affairs,
Saigon.

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[1] Also TIAS 5114; *post*, p. 1568.
[2] TIAS 4920, 5048; 12 UST 3169; *ante*, p. 1058.

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

RÉPUBLIQUE DU VIÊTNAM

DÉPARTEMENT DES AFFAIRES ÉTRANGÈRES

Le Secrétaire d'Etat

No 2547/EF. SAIGON, *le 7 Juin 1962.*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 222 en date de ce jour dont teneur suit:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on December 27, 1961, as amended, and to propose that Article I of the Agreement be further amended by changing the cotton export market value to "$4.2 million"; by increasing the amount of ocean freight to "$1.68 million"; and by increasing the total to "$19.53 million".

If this amendment is acceptable to Your Excellency's Government, I have the honor to propose that this note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply."

J'ai l'honneur de confirmer à Votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.

V V MAU

Son Excellence Monsieur FREDERICK E. NOLTING Jr.
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats-Unis d'Amérique
Saigon

Translation

REPUBLIC OF VIET-NAM

DEPARTMENT OF FOREIGN AFFAIRS

The Secretary of State

No. 2547/EF. SAIGON, *June 7, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 222 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1291.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the foregoing proposals and that the present exchange of notes constitutes an agreement between our two Governments which enters into force today.

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

V V MAU

His Excellency
FREDERICK E. NOLTING, Jr.,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Saigon.

PANAMA

Defense: Furnishing of Articles and Services

Agreement effected by exchange of notes
Signed at Panamá March 26 and May 23, 1962;
Entered into force May 23, 1962.

The American Chargé d'Affaires ad interim to the Panamanian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Panama, March 26, 1962.

No. 613

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments concerning the furnishing of defense articles and defense services to the Government of Panama for the purpose of contributing to its internal security capabilities and to confirm the understandings reached as a result of those conversations as follows:

1. The Government of the United States of America will make or continue to make available to the Government of the Republic of Panama such defense articles and defense services as the Government of the United States of America may authorize subject to the terms and conditions contained in this note and subject to all the terms and conditions of the Foreign Assistance Act of 1961,[1] acts amendatory and supplementary thereto and appropriation acts thereunder. The defense articles and defense services referred to above shall be used for internal security purposes and for the defense of the Western Hemisphere in accordance with the Charter of the United Nations [2] and the Inter American Treaty of Reciprocal Assistance.[3]

2. The Government of the Republic of Panama will not permit any use of defense articles and defense services furnished under this agreement by anyone not an officer, employee or agent of the Government of the Republic of Panama.

3. The Government of the Republic of Panama will not transfer, or permit any officer, employee, or agent of that country to transfer such defense articles and defense services by gift or otherwise.

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[1] 75 Stat. 424, 719; 22 U.S.C. § 2151 note.
[2] TS 993; 59 Stat. 1031.
[3] TIAS 1838; 62 Stat. (pt. 2) 1681.

4. The Government of the Republic of Panama will not, without the consent of the United States, use or permit the use of such defense articles and defense services for purposes other than those for which furnished.

5. The Government of the Republic of Panama will maintain the security of such defense articles and defense services, and will provide substantially the same degree of security protection afforded to such articles by the United States Government.

6. The Government of the Republic of Panama will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such defense articles and defense services.

7. The Government of the Republic of Panama will offer to return any articles furnished under this Agreement by the Government of the United States of America that are no longer needed for the purpose for which furnished.

I have the honor to propose that, if these understandings are accepted by the Government of the Republic of Panama, the present note and your note in reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force on the date of your note.

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

PHILIP CLOCK
Chargé d'Affaires ad interim

His Excellency
GALILEO SOLÍS,
Minister of Foreign Relations,
Panama, R.P.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES

Nº PREU-381/1230 PANAMÁ, *Mayo 23 de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la nota Nº 613 de Marzo 26 de 1962 mediante la cual Vuestra Excelencia propone en nombre del Gobierno de Estados Unidos de América la concertación de un Acuerdo para seguir proveyendo al Gobierno de la República de Panamá materiales y servicios militares como contribución a los recursos de su seguridad interna y a la defensa del Hemisferio Occidental bajo ciertas condiciones allí expresamente enunciadas y de las disposiciones del Acto

Legislativo sobre Ayuda Exterior expedido por el Congreso de Estados Unidos de América en 1961.

Me place comunicar a Vuestra Excelencia que los términos de su nota son satisfactorios al Gobierno Panameño.

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

GALILEO SOLIS

Galileo Solis,
Ministro de Relaciones Exteriores.

Su Excelencia
JOSEPH S. FARLAND,
Embajador de Estados Unidos de América,
E.S.D.

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS

No. PREU-381/1230 PANAMÁ, *May 23, 1962*

MR. AMBASSADOR:

I have the honor to refer to note No. 613 of March 26, 1962, whereby Your Excellency proposes, in the name of the Government of the United States of America, the conclusion of an agreement in order to continue to make available to the Government of the Republic of Panama military equipment and services as a contribution to its internal security capabilities and the defense of the Western Hemisphere under certain conditions expressly stated therein and of the provisions of the Foreign Assistance Act passed by the Congress of the United States of America in 1961.

I am happy to inform Your Excellency that the terms of your note are acceptable to the Panamanian Government.

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

GALILEO SOLIS

Galileo Solis
Minister of Foreign Relations

His Excellency
JOSEPH S. FARLAND,
Ambassador of the
United States of America,
City.

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of March 2, 1962.
Effected by exchange of notes
Dated at Seoul June 12, 1962;
Entered into force June 12, 1962.

The American Ambassador to the Chairman, Korean Economic Planning Board

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 1392

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on March 2, 1962,[1] which included wheat and cotton for a total value of $40.8 million.

The Government of the United States of America, in response to a request from the Government of the Republic of Korea, proposes to amend the Agreement as follows:

1. Article I of the Agreement is revised to increase the quantities of wheat and cotton and to add additional commodities so that the total of commodities and corresponding values are as follows:

Commodity	Export Market Value (Million)
Cotton	$33.10
Wheat	21.73
Barley	7.58
Corn	1.01
Grain Sorghums	0.42
Tallow	1.83
Ocean transportation (estimated)	5.87
Total	$71.54

[1] TIAS 4969; *ante*, p. 254.

2. The notes exchanged in connection with the cited Agreement have the following paragraph added after the paragraph regarding replacement of cotton:

"It is further understood that, while wheat and other grains provided under this Agreement are being imported and utilized, the Government of the Republic of Korea will not permit the export of any of such grains or products thereof. It is also understood that the Republic of Korea will export during calendar year 1962 no more than 60,000 metric tons rice and only to Japan and Ryukyus, for consumption and not re-export to any other markets, and that such exports of rice above the first 14,000 metric tons will be balanced by equivalent tonnages of imports of barley by the Republic of Korea with its own resources from free world sources in the same calendar year. Should prior commitments of the Republic of Korea create basis for any possible exception to the foregoing limitation on rice exports, such exception must be specifically approved by the Government of the United States of America and would be subject to the same offsetting barley import requirements. It is my Government's further understanding that 30,000 metric tons of the wheat and the entire quantity of barley provided under the Agreement are to be purchased by the Government of the Republic of Korea primarily for military use, but that all other commodities and quantities will be purchased through private channels for regular commercial utilization."

3. The notes exchanged with the cited Agreement also have a change in the paragraph relating to convertibility under Section 104(h) of the Act.[1] Instead of "up to $100,000" the phrase will be "up to $200,000" as the amount in Won (successor to the Hwan) equivalent for use in the purchase of air transportation for Korean and American participants in the International Educational Exchange Program.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of Korea.

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

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

SAMUEL D. BERGER

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Seoul, June 12, 1962.

The Honorable
YO CHAN SONG,
Chairman, Economic Planning Board,
Seoul.

[1] 68 Stat. 457; 7 U.S.C. § 1704(h).

The Chairman, Korean Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
Seoul, Korea

JUNE 12, 1962

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 1392 of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on March 2, 1962, which included wheat and cotton for a total value of $40.8 million.

The Government of the United States of America, in response to a request from the Government of the Republic of Korea, proposes to amend the Agreement as follows:

1. Article I of the Agreement is revised to increase the quantities of wheat and cotton and to add additional commodities so that the total of commodities and corresponding values are as follows:

Commodity	Export Market Value (Million)
Cotton	$33.10
Wheat	21.73
Barley	7.58
Corn	1.01
Grain Sorghums	0.42
Tallow	1.83
Ocean transportation (estimated)	5.87
Total	$71.54

2. The notes exchanged in connection with the cited Agreement have the following paragraph added after the paragraph regarding replacement of cotton:

'It is further understood that, while wheat and other grains provided under this Agreement are being imported and utilized, the Government of the Republic of Korea will not permit the export of any of such grains or products thereof. It is also understood that the Republic of Korea will export during calendar year 1962 no more than 60,000 metric tons rice and only to Japan and Ryukyus, for consumption and not re-export to any other markets, and that such exports of rice above the first 14,000 metric tons will be balanced by equivalent tonnages of imports of barley by the Republic of Korea with its own resources from free world sources in the same calendar year. Should prior commitments of the Republic of Korea create basis for any possible exception to the foregoing limitation

on rice exports, such exception must be specifically approved by the Government of the United States of America and would be subject to the same offsetting barley import requirements. It is my Government's further understanding that 30,000 metric tons of the wheat and the entire quantity of barley provided under the Agreement are to be purchased by the Government of the Republic of Korea primarily for military use, but that all other commodities and quantities will be purchased through private channels for regular commercial utilization.'

3. The notes exchanged with the cited Agreement also have a change in the paragraph relating to convertibility under Section 104(h) of the Act. Instead of "up to $100,000" the phrase will be "up to $200,000" as the amount in Won (successor to the Hwan) equivalent for use in the purchase of air transportation for Korean and American participants in the International Educational Exchange Program.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of Korea.

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

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

I have the honor to inform you that my Government concurs in the foregoing.

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

Y C S.
Yo Chan Song
Chairman

The Honorable
SAMUEL D. BERGER
Ambassador of the United States of America
Seoul, Korea

NIGER

Defense: Furnishing of Military Equipment, Materials and Services

Agreement effected by exchange of notes
Signed at Niamey May 22 and June 14, 1962;
Entered into force June 14, 1962.

The American Ambassador to the President of the Republic of the Niger

EMBASSY OF THE
UNITED STATES OF AMERICA
Niamey, May 22, 1962.

No. 104

EXCELLENCY:

I have the honor to refer to recent conversations and communications between representatives of our two governments and to advise you that the Government of the United States of America is prepared to furnish to the Government of the Republic of the Niger such military equipment, materials and services as may be requested by representatives of the Government of the Republic of the Niger and agreed to by representatives of the Government of the United States of America. Such military assistance will be provided to help assure the security and independence of the Republic of the Niger in accordance with such terms and conditions as may be agreed upon by such representatives and in accordance with the following understandings:

1. The Government of the Republic of the Niger requires and shall use the military equipment, materials and services furnished by the Government of the United States of America to maintain its internal security and legitimate self defense. It is understood that the Government of the Republic of the Niger as a member of the United Nations Organization interprets the term "legitimate self defense" within the scope of the United Nations Charter [1] as excluding an act of aggression against any other state.

2. The Government of the Republic of the Niger shall not relinquish or transfer title to or possession of the military equipment and materials furnished by the Government of the United States of America and shall not use or permit the use of such articles for purposes other

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[1] TS 993; 59 Stat. 1031.

than those for which furnished without the prior consent of the Government of the United States of America.

3. The Government of the Republic of the Niger undertakes that it shall take measures which will be agreed upon with representatives of the United States of America to maintain the security and prevent the disclosure or compromise of classified articles, services or information received hereunder.

4. The Government of the Republic of the Niger will permit representatives of the Government of the United States of America to observe the progress of assistance furnished pursuant to this agreement.

5. The Government of the Republic of the Niger shall offer to return to the Government of the United States of America military equipment and materials furnished by the Government of the United States of America hereunder which are no longer required for the purpose for which they were originally made available.

If these understandings are acceptable to Your Excellency's Government, I propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of Your Excellency's reply.

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

MERCER COOK

His Excellency
HAMANI DIORI,
President of the Republic of the Niger,
Niamey.

The President of the Republic of the Niger to the American Ambassador

G/R

RÉPUBLIQUE DU NIGER

MINISTERE DE LA
DEFENSE NATIONALE

N° 1062/DN/CAB/AE.

NIAMEY, *le 14 Juin 1962*

LE PRÉSIDENT DE LA RÉPUBLIQUE
à
Monsieur l'AMBASSADEUR DES ETATS-UNIS D'AMÉRIQUE
à Niamey.

EXCELLENCE,

Par lettre N° 104 en date du 22 Mai 1962 vous avez bien voulu me faire connaître que le Gouvernement des Etats-Unis d'Amérique est

disposé à fournir au Gouvernement de la République du Niger tels équipements, services et matériels militaires, qui pourront être demandés par les représentants de mon Gouvernement et pour lesquels les représentants du Gouvernement des Etats-Unis auront donné leur accord.

Cette assistance serait fournie pour aider à assurer la sécurité et l'indépendance de la République du Niger conformément à tels termes et conditions sur lesquels ces représentants se seraient mis d'accord et selon les principes suivants :

1° – Le Gouvernement de la République du Niger demande les équipements, services et matériels militaires fournis par le Gouvernement des Etats-Unis d'Amérique pour assurer sa sécurité intérieure et sa propre légitime défense et les utilisera à cet effet. Il est entendu que le Gouvernement de la République du Niger en tant que membre de l'Organisation des Nations Unies interprète le terme "propre légitime défense", dans le cadre de la Charte des Nations Unies, comme excluant un acte d'agression contre n'importe quel autre Etat.

2° – Le Gouvernement de la République du Niger n'abandonnera ni ne transfèrera les titres de propriété ou la possession de l'équipement et des matériels fournis par le Gouvernement des Etats-Unis d'Amérique et n'utilisera ces articles ni n'en permettra l'usage pour d'autres buts que ceux pour lesquels ils ont été fournis, sans le consentement préalable du Gouvernement des Etats-Unis d'Amérique.

3° – Le Gouvernement de la République du Niger s'engage à prendre les mesures au sujet desquelles il se sera mis d'accord avec les représentants des Etats-Unis d'Amérique en vue de maintenir la sécurité des documents "classifiés", des services et informations reçus et afin d'empêcher qu'ils soient divulgués ou compromis.

4° – Le Gouvernement de la République du Niger permettra aux représentants du Gouvernement des Etats-Unis d'Amérique d'observer les progrès de l'assistance fournie en exécution du présent accord.

5° – Le Gouvernement de la République du Niger offrira de restituer au Gouvernement des Etats-Unis d'Amérique l'équipement et les matériels militaires fournis par le Gouvernement des Etats-Unis d'Amérique dont il n'aura plus besoin en vue de l'utilisation pour laquelle ils avaient été fournis à l'origine.

J'ai l'honneur de faire connaître à Votre Excellence que mon Gouvernement agrée les principes exposés dans sa note rappelée ci-dessus et considère que la présente note constitue avec sa note du 22 Mai 1962 un accord entre nos deux Gouvernements, accord qui entrera en vigueur à la date de la présente correspondance.

Les détails d'application des principes de cet accord seront arrêtés par les représentants de nos Gouvernements.

Je vous prie d'agréer, Excellence, l'assurance de ma haute considération./.

HAMANI DIORI

Hamani Diori

Translation

G/R

REPUBLIC OF THE NIGER

MINISTRY OF
NATIONAL DEFENSE

No. 1062/DN/CAB/AE.

NIAMEY, *June 14, 1962*

THE PRESIDENT OF THE REPUBLIC
to
THE AMBASSADOR OF THE UNITED STATES OF AMERICA
at Niamey.

EXCELLENCY:

By note No. 104 dated May 22, 1962 you were good enough to inform me that the Government of the United States of America is prepared to furnish to the Government of the Republic of the Niger such military equipment, materials, and services as may be requested by the representatives of my Government and agreed to by the representatives of the Government of the United States.

Such assistance would be provided to help assure the security and independence of the Republic of the Niger in accordance with such terms and conditions as may be agreed upon by such representatives and in accordance with the following principles:

1. The Government of the Republic of the Niger requests the military equipment, materials and services furnished by the Government of the United States of America to assure its internal security and its own self-defense and will use them for that purpose. It is understood that the Government of the Republic of the Niger as a member of the United Nations Organization interprets the term "own self-defense" within the scope of the United Nations Charter as excluding an act of aggression against any other state.

2. The Government of the Republic of the Niger shall not relinquish or transfer title to or possession of the military equipment and materials furnished by the Government of the United States of America and shall not use or permit the use of such articles for purposes other than those for which they were furnished without the prior consent of the Government of the United States of America.

3. The Government of the Republic of the Niger undertakes that it shall take measures which will be agreed upon with the representa-

tives of the United States of America to maintain the security of the classified documents and the services and information received and to prevent their being disclosed or compromised.

4. The Government of the Republic of the Niger will permit the representatives of the Government of the United States of America to observe the progress of assistance furnished pursuant to this agreement.

5. The Government of the Republic of the Niger shall offer to return to the Government of the United States of America the military equipment and materials furnished by the Government of the United States of America which are no longer required for the purpose for which they were originally made available."

I have the honor to inform Your Excellency that my Government accepts the principles set forth in your note mentioned above and considers that this note and your note of May 22, 1962 constitute an agreement between our two Governments, which shall enter into force on the date of this exchange.

The details concerning the application of the principles of this agreement will be worked out by the representatives of our Governments.

Accept, Excellency, the assurance of my high consideration.

HAMANI DIORI

Hamani Diori

AUSTRIA

Agricultural Commodities: Use of Title II Counterpart Funds for Permanent Refugee Housing Program

Agreement amending the agreement of August 9 and October 3, 1961.
Effected by exchange of notes
Signed at Vienna May 18 and June 14, 1962;
Entered into force June 14, 1962.

The American Ambassador to the Sektionschef, Section for Economic Coordination, Federal Chancellery of Austria

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
VIENNA, AUSTRIA,
May 18, 1962

AID-457

DEAR SEKTIONSCHEF PREGLAU:

The Embassy's attention has been drawn to certain technical difficulties in disbursing the American contribution to the Permanent Refugee Housing Program in Austria.

The exchange of letters between the Ambassador and the Federal Chancellor of August 9, and October 3, 1961 [1] respectively, acknowledged previous Austrian expenditures of AS 26,019,327 for this program and sought to take into account these previous expenditures when fixing the cost sharing ratio between the Austrian and the American contribution as 1:4.28. It now emerges that in order to utilize fully the American contribution of $1.61 million, the ratio for the disbursement rate of the American contribution should be 1:3.66 as applied to Austrian expenditures after June 29, 1961.

The Embassy therefore proposes that the ratio of 1:3.66 be substituted for the 1:4.28 ratio contained in the above mentioned letters and that the new ratio become applicable in the reimbursement of expenditures under this program. It is also proposed that a reply

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[1] TIAS 4879; 12 UST 1651.

from the Federal Chancellery concurring with this proposal shall constitute an agreement entering into effect on the date of your reply.

Sincerely yours,

FOR THE AMBASSADOR:
JOSEPH A. SILBERSTEIN
Acting Chief of the Economic Section

Sektionschef Dr. GUIDO PREGLAU,
Section V for Economic Coordination,
Federal Chancellery,
3 Hohenstaufengasse,
Vienna I.

The Sektionschef, Section for Economic Coordination, Federal Chancellery of Austria to the American Chargé d'Affaires ad interim

REPUBLIK ÖSTERREICH
Bundeskanzleramt
Sektion für wirtschaftliche Koordination
Wien I, Hohenstaufengasse 3

Zl. 69.540-11a/62 14. JUNI 1962

SEHR GEEHRTER HERR GESCHÄFTSTRÄGER!

Ich bestätige den Empfang der Note der Amerikanischen Botschaft vom 18. Mai 1962 folgenden Inhalts:

"Die Aufmerksamkeit der Botschaft wurde auf gewisse technische Schwierigkeiten gelenkt, die sich bei der Inanspruchnahme des amerikanischen Beitrages zum Programm zur Schaffung von Dauerwohnungen für Flüchtlinge in Österreich ergeben.

In dem Briefwechsel zwischen dem Botschafter und dem österreichischen Bundeskanzler vom 9. August und 3. Oktober 1961 wurden die früheren österreichischen Aufwendungen in Höhe von öS 26,019.327 für dieses Programm zur Kenntnis genommen, wobei bei der Festsetzung des Schlüssels für die Kostenteilung zwischen dem österreichischen und dem amerikanischen Beitrag mit 1:4,28 versucht wurde, diesen früheren Aufwendungen Rechnung zu tragen. Wie sich nun herausstellt, müßte, um den amerikanischen Beitrag von 1,61 Millionen Dollar zur Gänze auszunützen, das Verhältnis für die Auszahlungsrate des amerikanischen Beitrages 1:3,66 betragen, wie dies auf die österreichischen Aufwendungen nach dem 29. Juni 1961 angewendet wird.

Die Botschaft schlägt daher vor, daß an Stelle des in den oben erwähnten Schreiben angeführten Verhältnisses von 1:4,28 ein Verhältnis von 1:3,66 treten und daß das neue Verhältnis bei der

Rückerstattung von Aufwendungen im Rahmen dieses Programmes angewendet werden soll. Es wird weiter vorgeschlagen, daß eine zustimmende Antwort des Bundeskanzleramtes zu diesem Vorschlag ein Abkommen darstellen soll, das mit dem Datum Ihrer Antwort in Kraft tritt."

Ich beehre mich, Ihnen mitzuteilen, daß dem Inhalt der oben angeführten Note zugestimmt wird und damit im Sinne der o.a. Note das neue Verhältnis von 1:3,66 bei der Rückerstattung von Aufwendungen im Rahmen des gegenständlichen Programms mit heutigem Tage in Kraft tritt.

Mit den besten Grüßen

Ihr

PREGLAU

An

Herrn Geschäftsträger a.i.
DWIGHT J. PORTER
c/o Amerikanische Botschaft
Wien IX

Translation

THE REPUBLIC OF AUSTRIA
Federal Chancellery
Section for Economic Coordination
Hohenstaufengasse 3, Vienna I

No. 69.540-11a/62 JUNE 14, 1962

DEAR MR. CHARGÉ D'AFFAIRES:

I acknowledge the receipt of the American Embassy's note of May 18, 1962, which reads as follows:

[For the English language text of the note, see *ante*, p. 1306.]

I have the honor to inform you that the content of the note quoted above is concurred in and that accordingly, pursuant to the said note, the new ratio of 1:3.66 will become applicable in the reimbursement of expenditures under this program as of today's date.

Sincerely yours,

PREGLAU

Mr. DWIGHT J. PORTER,
Chargé d'Affaires ad interim,
c/o American Embassy,
Vienna IX.

NEW ZEALAND

Aviation: Transport Services

Agreement amending the agreement of December 30, 1960, as amended, supplementing the agreement of December 3, 1946.
Effected by exchange of notes
Signed at Washington June 29, 1962;
Entered into force June 29, 1962.

The Secretary of State to the Ambassador of New Zealand

DEPARTMENT OF STATE
WASHINGTON
June 29, 1962

EXCELLENCY:

I have the honor to refer to the notes exchanged in Washington on December 30, 1960 [1] constituting an agreement supplementing the Air Transport Services Agreement of December 3, 1946 [2] between the Government of the United States of America and the Government of New Zealand, and to the further notes exchanged on June 30, 1961,[3] extending that supplementary agreement.

Under this supplementary agreement, as amended, rights were established on a temporary basis for international air transportation of passengers, cargo and mail between points on the following routes.

(a) For the airline designated by the Government of the United States of America, a route from the United States, via American Samoa and the Fiji Islands, to Auckland;

(b) For the airline designated by the Government of New Zealand, a route from New Zealand via the Fiji Islands to American Samoa, and beyond to the Cook Islands (optional) and the Society Islands.

This agreement, as amended, was to terminate on June 30, 1962, unless otherwise agreed between the two Governments.

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[1] TIAS 4645; 11 UST 2563.
[2] TIAS 1537; 61 Stat. (pt. 3) 2453.
[3] TIAS 4789; 12 UST 880.

It is now proposed that, unless otherwise agreed between the two Governments, the supplementary agreement of December 30, 1960, as amended, shall terminate on June 30, 1963. If this proposal is acceptable to the Government of New Zealand, it is suggested that, as of the date of your reply to that effect, the supplementary agreement be regarded as having been amended accordingly.

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

For the Secretary of State:

G. GRIFFITH JOHNSON

His Excellency
G. R. LAKING,
Ambassador of New Zealand.

The Ambassador of New Zealand to the Secretary of State

NEW ZEALAND EMBASSY
WASHINGTON 8, D.C.
29 June 1962

SIR,

I have the honour to acknowledge the receipt of your letter of 29 June 1962 reading as follows:

"I have the honor to refer to the notes exchanged in Washington on December 30, 1960 constituting an agreement supplementing the Air Transport Services Agreement of December 3, 1946 between the Government of the United States of America and the Government of New Zealand, and to the further notes exchanged on June 30, 1961, extending that supplementary agreement.

Under this supplementary agreement, as amended, rights were established on a temporary basis for international air transportation of passengers, cargo and mail between points on the following routes:

(a) For the airline designated by the Government of the United States of America, a route from the United States, via American Samoa and the Fiji Islands, to Auckland;

(b) For the airline designated by the Government of New Zealand, a route from New Zealand via the Fiji Islands to American Samoa, and beyond to the Cook Islands (optional) and the Society Islands.

This agreement, as amended, was to terminate on June 30, 1962, unless otherwise agreed between the two Governments.

It is now proposed that, unless otherwise agreed between the two Governments, the supplementary agreement of December 30, 1960, as amended, shall terminate on June 30, 1963. If this proposal is acceptable to the Government of New Zealand, it is suggested that, as of the date of your reply to that effect, the supplementary agreement be regarded as having been amended accordingly".

I have pleasure in confirming that the proposal contained in your letter is acceptable to the Government of New Zealand, and that, as of today's date, the supplementary agreement shall be regarded as having been amended accordingly.

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

G. R LAKING
Ambassador

THE SECRETARY OF STATE,
Department of State,
Washington, D.C.

BOLIVIA

Peace Corps Program

Agreement effected by exchange of notes
Signed at La Paz June 19, 1962;
Entered into force June 19, 1962.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

No. 412 LA PAZ, *June 19, 1962.*

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 certain periods of time in Bolivia.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Bolivia and approved by the Government of the United States to perform mutually agreed tasks in Bolivia. The Volunteers will work under the immediate supervision of governmental or private organizations in Bolivia designated by mutual agreement of both governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks. While welcoming any contribution of training, equipment, housing and supplies, or other support for the Volunteers which the Government of Bolivia may wish to make, the Government of the United States is prepared to defray all of the costs of furnishing Volunteers under this agreement.

2. The Government of Bolivia will accord equitable treatment to the Volunteers and their property. It will afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Bolivia. Both governments will consult and cooperate in all matters concerning them. The Government of Bolivia will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Bolivia, from all customs duties or other charges on their personal property introduced into Bolivia

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 those 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 are needed to enable the Volunteers to perform their tasks effectively. The Government of Bolivia will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Bolivia 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 Bolivia 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 Bolivia. The Government of Bolivia will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Bolivia, and from all other taxes or other charges (including immigration fees) except license fees and those included in the prices of equipment, supplies and services. The Government of Bolivia 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 Bolivia for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States, and will accord such personnel of United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Bolivia for their own use as is accorded Volunteers hereunder.

5. The Government of Bolivia will exempt from investment and deposit requirements and currency controls all funds introduced into Bolivia for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into Bolivian currency.

6. Appropriate representatives of our two Governments may make in the future such agreements with respect to Peace Corps Volunteers and Peace Corps programs in Bolivia as they deem necessary or desirable for a better application of this Agreement under circumstances not provided for by it or for the implementation of this Agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's

reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

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

BEN S. STEPHANSKY

His Excellency
JOSÉ FELLMAN VELARDE,
Minister of Foreign Affairs and Worship,
La Paz.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA. 232/512.– LA PAZ, *19 de junio de 1962.*

EXCELENCIA:

Tengo el honor de referirme a las negociaciones sostenidas entre representantes del Gobierno de Vuestra Excelencia y el mío referentes al Cuerpo de Paz y sus programas en Bolivia y a la nota No. 412 de Vuestra Excelencia que textualmente dice:

"Embajada de los Estados Unidos Unidos de América.–
La Paz, 19 de junio de 1962.– Nº 412.

Excelencia:– Tengo el honor de referirme a recientes conversaciones sostenidas entre representantes de nuestros dos Gobiernos y de proponer el siguiente entendimiento con respecto a los hombres y mujeres de los Estados Unidos de América que se presenten como voluntarios, para servir en el Cuerpo de Paz y que, a pedido de Vuestro Gobierno, vivirían y trabajarían por determinados períodos de tiempo en Bolivia.

1) El Gobierno de los Estados Unidos facilitará tantos voluntarios del Cuerpo de Paz como sean solicitados por el Gobierno de Bolivia y aprobados por el Gobierno de los Estados Unidos para ejecutar en Bolivia tareas mutuamente convenidas. Los voluntarios trabajarán bajo la supervisión inmediata de organizaciones gubernamentales o privadas en Bolivia designadas de mútuo acuerdo por ambos Gobiernos, El Gobierno de los Estados Unidos facilitará entrenamiento a los voluntarios capacitándolos para que ejecuten más efectivamente las tareas aquí convenidas. Si bien, cualquier con-

tribución en cuanto a entrenamiento, equipo, vivienda y aprovisionamiento u otro apoyo que el Gobierno de Bolivia quiera ofrecerles será aceptada, el Gobierno de los Estados Unidos de América está dispuesto a sufragar todos los costos involucrados en facilitar los Voluntarios bajo este Acuerdo.

2) El Gobierno de Bolivia otorgará un trato equitativo a los Voluntarios y sus bienes. Les concederá plena ayuda y protección, incluyendo un trato no menos favorable que aquel generalmente otorgado a los nacionales de los Estados Unidos que residen en Bolivia. Ambos Gobiernos se consultarán y cooperarán en todos los asuntos concernientes a ellos. El Gobierno de Bolivia eximirá a los voluntarios de todos los impuestos por pagos que ellos reciban para sufragar sus costos de vida y por ingresos provenientes del exterior; de todos los impuestos aduaneros u otros cargos sobre la propiedad personal introducida a Bolivia para su uso en o alrededor de la fecha de su llegada y de todos los otros impuestos y cargos (incluyendo impuestos de inmigración) excepto tarifas por patentes y aquellos incluídos en los precios de los equipos y servicios.

3) El Gobierno de los Estados Unidos proveerá a los Voluntarios con las cantidades reducidas de equipo y provisiones que los dos Gobiernos convengan sea necesario para permitirles desarrollar sus tareas efectivamente.

El Gobierno de Bolivia eximirá de todos los impuestos, tarifas aduaneras y otros cargos, a todo equipo y provisión que el Gobierno de los Estados Unidos introduzca o adquiera en Bolivia, o que puedan ser contratados o financiados por el, para el uso aquí convenido.

4) Para permitir al Gobierno de los Estados Unidos descargar sus responsabilidades bajo este acuerdo, el Gobierno de Bolivia recibirá a un representante del Cuerpo de Paz y sus oficiales y tal personal de las organizaciones privadas de los Estados Unidos que desarrollen las funciones que se convenga bajo contrato con el Gobierno de los Estados Unidos, como sea aceptable para el Gobierno de Bolivia. El Gobierno de Bolivia eximirá a tales personas de todos los impuestos sobre ingresos derivados de su trabajo en el Cuerpo de Paz o de fuentes fuera de Bolivia, y de todos los otros impuestos o cargos (incluyendo impuestos de inmigración) excepto tarifas por patentes y aquellos incluídos en los precios de equipos, provisiones o servicios. El Gobierno de Bolivia otorgará al representante del Cuerpo de Paz y a su personal el mismo trato con respecto al pago de impuestos de aduana u otros cargos sobre efectos personales introducidos a Bolivia para su uso que el otorgado al personal de la Embajada de los Estados Unidos de América de rango y grado comparable y otorgará al personal de las organizaciones privadas de dicho país que desarrollen las funciones aquí especificadas el mismo trato con respecto al pago de impuestos de aduana u otros

cargos sobre sus efectos personales introducidos a Bolivia para su propio uso que el acordado a los Voluntarios aquí especificados.

5) El Gobierno de Bolivia liberará de todos los requisitos de inversión, depósitos y controles monetarios a todos los fondos introducidos a Bolivia por el Gobierno de los Estados Unidos o por contratistas financiados por él, para el uso aquí establecido. Tales fondos serán convertibles a moneda boliviana.

6) Los representantes apropiados de nuestros dos Gobiernos podrán en el futuro concertar tales acuerdos relativos a los Voluntarios y a los programas del Cuerpo de Paz que estimen necesarios o deseables para una aplicación mejor de este Acuerdo bajo circunstancias no previstas en el mismo o para la realización del presente Acuerdo. Los compromisos de cada Gobierno aquí estipulados están sujetos a la disponibilidad de fondos y a las leyes aplicables de ese Gobierno.

Tengo además el honor de proponer que, si este acuerdo es aceptable a Vuestro Gobierno, esta nota y la nota de respuesta, expresando su conformidad con el mismo, constituyen un acuerdo entre nuestros dos Gobiernos, el mismo que entrará en vigor en la fecha de la nota de Vuestro Gobierno, y continuará válido hasta 90 días después de una notificación escrita, de cualquiera de los dos Gobiernos al otro, notificando su intención de terminarlo.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración."

Al informar a Vuestra Excelencia que el Gobierno de Bolivia concurre a los puntos enumerados en la nota transcrita y que la misma y la presente nota de respuesta constituyen un Acuerdo en los Estados Unidos de América y Bolivia, le renueva las seguridades de mi consideración más alta y distinguida.

JOSÉ FELLMAN VELARDE

Al Excmo. Señor
BEN STEPHANSKY
Embajador Extraordinario y Plenipotenciario de
Estados Unidos de América
Presente

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN
RELATIONS AND WORSHIP

No. DGNA. 232/512.- LA PAZ, *June 19, 1962*

EXCELLENCY:

I have the honor to refer to the negotiations held between representatives of Your Excellency's Government and my Government concerning the Peace Corps and its programs in Bolivia and to Your Excellency's note No. 412 which reads as follows:

[For the English language text of the note, see *ante*, p. 1312.]

Informing Your Excellency that the Government of Bolivia agrees to the terms specified in the note transcribed and that that note and this note in reply shall constitute an agreement in the United States of America and Bolivia, it renews to Your Excellency the assurances of my highest and most distinguished consideration.

JOSÉ FELLMAN VELARDE

His Excellency
BEN STEPHANSKY,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

UNITED KINGDOM

Defense: Weapons Production Program

Agreement effected by exchange of notes
Signed at London June 29, 1962;
Entered into force June 29, 1962.

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

No. 205 LONDON, *June 29, 1962.*

SIR:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity of North Atlantic Treaty Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions, the following understandings were reached:

1. The Government of the United States of America will furnish under the Weapons Production Program to the Government of the United Kingdom of Great Britain and Northern Ireland such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 7 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.

2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions of the Mutual Defense Assistance Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland, signed at Washington on January 27, 1950,[1] and agreements amendatory and supplementary thereto.

3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by the United Kingdom as well as joint projects of coordinated production. Such joint projects may include those in which NATO

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[1] TIAS 2017; 1 UST 126.

countries carry out the project work through the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished by the Government of the United States of America under this program may, at the request of the Government of the United Kingdom, be furnished to the North Atlantic Treaty Organization or such a subsidiary body. The undertakings of the Government of the United Kingdom set forth in this agreement will extend to all joint projects in which the United Kingdom participates, as well as to projects carried out exclusively by the Government of the United Kingdom.

4. A. The Government of the United Kingdom, in connection with assistance intended to create or expand facilities under this program, will:

(1) Use its best efforts to maintain or cause to be maintained those facilities which the Government of the United States of America has assisted in establishing or expanding so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other agreed purposes, provided that such use will not interfere with the ready availability of such facilities for use for the purpose for which they were established or expanded.

(2) Subject to the provisions of paragraph 7 hereof, furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services, and information to be furnished either by private industry, by the Government of the United States of America or by other governments participating in joint projects, and take whatever measures are required to establish or expand such facilities in good operating order.

(3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in the United Kingdom under public or private ownership on the date of the conclusion of the project arrangements for such a corresponding facility, and those established or expanded with United States assistance.

(4) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or material of the same type as those established or expanded with the assistance of the Government of the United States of America, which shall not be less

than the aggregate of the capacity of such facilities already existing, those already programmed for construction in the United Kingdom under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility, and those established or expanded with United States assistance.

B. The undertakings in this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of the United Kingdom may, after consultation with the Government of the United States of America, modify those undertakings to accord with these changed conditions.

5. The Government of the United Kingdom also will:

A. Sell, or cause to be sold, the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate, or permit discrimination, among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or, subject to security considerations, in any other manner.

B. Sell, or permit the sale of, the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.

C. Insure that the savings on cost which have resulted from the materials, equipment, or services supplied by the Government of the United States of America will subsequently be passed on in the prices to be charged to nations referred to in subparagraphs A and B above.

D. Implement the provisions of subparagraphs A, B, and C above either directly or through its contractual relationships with private industry doing work in connection with this program.

E. Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to the United Kingdom in connection with this program for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions of this note.

6. When either government proposes to sell or transfer to a third nation any of the following, it shall first obtain the agreement of the other government:

A. Items produced under this program to which such other government has contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance;

B. Any currently classified information originated by such other government and furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. It is recognized that the present arrangements do not commit either government to contribute any definite amount of funds to any given project to be carried out hereunder. In carrying out this program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by each government, the description and purpose of the facilities to be established, appropriate security and proprietary rights arrangements and other appropriate details. Joint projects may be covered by supplementary arrangements entered into between the Government of the United States of America and the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council.

I have the honor to propose that, if these understandings meet with the approval of the Government of the United Kingdom, the present note, together with your reply in that sense, shall constitute detailed arrangements pursuant to Article I, paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments, and shall enter into force on the date of your reply.

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

DAVID K. E. BRUCE

The Right Honorable
THE EARL OF HOME,
Secretary of State for Foreign Affairs,
Foreign Office,
London.

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

FOREIGN OFFICE, S.W. 1.

(WUN 11910/78) *June 29, 1962.*

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's note of today's date in which you set out certain understandings reached as a result of discussions between representatives of our two Governments concerning a Weapons Production Program.

In reply I have the honour to inform Your Excellency that the understandings set out in your note under reference meet with the approval of the Government of the United Kingdom. Accordingly the Government of the United Kingdom will regard Your Excellency's note and this reply as constituting detailed arrangements pursuant to Article I, paragraph 1, of the Mutual Defence Assistance Agreement between our two Governments signed at Washington on January 27, 1950, and will consider these arrangements as entering into force forthwith.

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

HOME.

His Excellency,
The Honourable
DAVID K. E. BRUCE, C.B.E.,
etc., etc., etc.,
1, Grosvenor Square,
W. 1.

COLOMBIA

Agricultural Commodities

Agreement amending the agreement of October 6, 1959, as amended.
Effected by exchange of notes
Signed at Bogotá June 20, 1962;
Entered into force June 20, 1962.

The American Chargé d'Affaires ad interim to the Colombian Minister of Foreign Relations

No. 373 BOGOTÁ, *June 20, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of October 6, 1959,[1] between the Government of the United States of America and the Government of Colombia as amended.

The Government of the United States of America proposes that Article 1 of the Agreement be further amended by increasing the amount provided for wheat from 14,035,000 dollars to 15,435,000 dollars and by decreasing the amount provided for wheat products from 5,000,000 dollars to 3,600,000 dollars.

If the foregoing amendment to Article 1 of the Agreement proves acceptable to Your Excellency's Government, I have the honor to propose that this note together with Your Excellency's affirmative reply shall constitute agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

HENRY DEARBORN
Chargé d'Affaires ad interim

His Excellency
JOSÉ JOAQUÍN CAICEDO CASTILLA,
Minister of Foreign Relations,
Bogotá.

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[1] TIAS 4337; 10 UST 1799.

The Colombian Minister of Foreign Relations to the American Chargé d'Affaires ad interim

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

O/E 2083 BOGOTÁ, *20 de junio de 1962*

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de referirme a la nota de Su Señoría número 373 de esta misma fecha, cuyo texto es el siguiente:

"Excelencia: Tengo el honor de referirme al Convenio de Productos Agrícolas del 6 de octubre de 1959, con sus enmiendas, celebrado entre el Gobierno de Colombia y el Gobierno de los Estados Unidos.

El Gobierno de los Estados Unidos de América propone que el Artículo 1o. del Convenio sea enmendado nuevamente aumentando la cuantía estipulada para trigo, de 14.035.000 dólares a 15.435.000 dólares y disminuyendo la cuantía estipulada para productos de trigo, de 5.000.000 de dólares a 3.600.000 dólares.

Si el Gobierno de Su Excelencia acepta la enmienda anterior al Artículo 1o. del Convenio, tengo el honor de proponer que esta nota y la respuesta afirmativa de S.E. constituyan un convenio entre nuestros Gobiernos, el cual ha de entrar en vigencia en la fecha de respuesta de S.E.

Acepte, Excelencia, los sentimientos renovados de mi más alta consideración. (FDo.) Henry Dearborn."

Al respecto tengo el honor de informar a Su Señoría la conformidad de mi Gobierno acerca de los términos de la nota transcrita.

Me valgo de la oportunidad para renovar a Su Señoría las seguridades de mi alta y distinguida consideración.

JOSÉ JOAQUÍN CAICEDO CASTILLA

A Su Señoría
el señor HENRY DEARBORN,
Encargado de Negocios a.i.
de los Estados Unidos de América
La Ciudad

Translation

REPUBLIC OF COLOMBIA
MINISTRY FOR FOREIGN RELATIONS

O/E 2083

BOGOTÁ, *June 20, 1962*

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note No. 373 of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 1323.]

In this connection, I have the honor to inform you that my Government agrees to the terms of the note transcribed above.

I avail myself of the opportunity to renew to you the assurances of my high and distinguished consideration.

JOSÉ JOAQUÍN CAICEDO CASTILLA

Mr. HENRY DEARBORN,
Chargé d'Affaires ad interim of the
United States of America,
City.

VENEZUELA

Peace Corps Program

Agreement effected by exchange of notes
Signed at Caracas April 14 and May 28, 1962;
Entered into force May 28, 1962.

The American Ambassador to the Venezuelan Minister of Foreign Affairs

No. 217 CARACAS, *April 14, 1962*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two governments and to propose the following understandings under which Peace Corps Volunteers of the United States of America would be received and would live and work in Venezuela in accordance with the provisions of the General Agreement on Technical Cooperation of September 29, 1952,[1] between our two governments.

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

2. The Government of the Republic of Venezuela 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 of America residing in Venezuela; and fully inform, consult and cooperate with representatives of the Government of the United States of America with respect to all matters concerning them. The provisions of Article IV of the above-mentioned General Agreement on Technical Cooperation will apply to Volunteers as technical personnel of the United States of America.

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[1] TIAS 2700; 3 UST (pt. 4) 5096.

3. The Government of the United States of America will provide the Volunteers with such limited amounts of equipment and materials as our two governments may agree are needed to enable the Volunteers to perform their tasks effectively. The provisions of paragraph 2 of Article III of the above-mentioned General Agreement on Technical Cooperation will apply to all such equipment and materials, as well as to funds introduced into Venezuela by the Government of the United States of America hereunder.

4. The Government of the Republic of Venezuela will receive a representative of the Peace Corps, such staff of the representative and such other personnel as are acceptable to the Government of the Republic of Venezuela, who will discharge the responsibilities of the Government of the United States of America under this agreement. The provisions of Article IV of the above-mentioned General Agreement on Technical Cooperation will apply to such Representative, staff and other personnel.

5. If the above-mentioned Basic Agreement on Technical Cooperation is hereafter amended or superseded, references to provisions thereof in this agreement shall be deemed references to such provisions as amended or to the corresponding provisions of any superseding agreements.

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

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

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

C. Allan Stewart

His Excellency
Dr. Marcos Falcón Briceño,
Minister of Foreign Affairs,
Caracas.

The Venezuelan Acting Minister of Foreign Affairs to the American Ambassador

REPUBLICA DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCION DE COMERCIO EXTERIOR Y CONSULADOS

No. D C.

D. - 03282

CARACAS, *28 May 1962*

SEÑOR EMBAJADOR:

Tengo a honra avisar el recibo de la atenta nota de Vuestra Excelencia del 14 del presente mes, N° 217, relativa a las conversaciones celebradas entre la Embajada de su muy digno cargo y esta Cancillería acerca del establecimiento y tratamiento en Venezuela de los Voluntarios del Cuerpo para la Paz de los Estados Unidos de América, a quienes se aplicarán las disposiciones que más abajo se indican del Acuerdo General entre ambos Gobiernos sobre Cooperación Técnica, de 29 de septiembre de 1.952.

En consecuencia, cumplo instrucciones de mi Gobierno para comunicar a Vuestra Excelencia que él acepta las condiciones establecidas en la nota de esa Embajada a que me refiero, en los siguientes términos:

1. - El Gobierno de los Estados Unidos de América suministrará el Cuerpo de Voluntarios para la Paz que sea requerido por el Gobierno de la República de Venezuela con la aprobación del Gobierno de los Estados Unidos, para desempeñar las funciones que mutuamente se acuerden en Venezuela. Los voluntarios trabajarán bajo la inmediata supervisión de organizaciones gubernamentales o privadas en Venezuela que sean designadas por nuestros dos Gobiernos. El Gobierno de los Estados Unidos de América atenderá al adiestramiento que capacite a los Voluntarios para cumplir más efectivamente las funciones convenidas.

2. - El Gobierno de la República de Venezuela acordará tratamiento equitativo a los Voluntarios y sus propiedades; les proporcionará completa ayuda y protección, incluyendo tratamiento no menos favorable que el acordado generalmente a los nacionales de los Estados Unidos de América que residen en Venezuela, e informará totalmente, consultará y cooperará con los representantes del Gobierno de los Estados Unidos de América con relación a todos los asuntos que les conciernan. Las disposiciones del artículo IV del ya mencionado Acuerdo General sobre Cooperación Técnica se aplicarán a los Voluntarios como personal técnico de los Estados Unidos de América.

3. - El Gobierno de los Estados Unidos de América proveerá a los Voluntarios de cantidades limitadas de equipo y ma-

teriales que los dos Gobiernos consideren necesarias para capacitar a los Voluntarios a cumplir efectivamente sus funciones. Las disposiciones del parágrafo 2 del artículo III del ya mencionado Acuerdo General sobre Cooperación Técnica se aplicarán a todos ese equipo y materiales, tanto como a los fondos introducidos en Venezuela por el Gobierno de los Estados Unidos de América para ese fin.

4. – El Gobierno de la República de Venezuela recibirá un Representante del Cuerpo para la Paz, el personal de la representación y cualquier otro personal que sea aceptable al Gobierno de la República de Venezuela, con el objeto de cumplir las responsabilidades del Gobierno de los Estados Unidos de América conforme a ese acuerdo. Las disposiciones del artículo IV del ya mencionado Acuerdo General sobre Cooperación Técnica, se aplicará a tal Representante, su personal representativo y otro personal.

5. – Si el anteriormente mencionado Acuerdo Básico de Cooperación Técnica es posteriormente enmendado o sustituido, las referencias a sus disposiciones en el presente Acuerdo se considerarán como referencias; a tales disposiciones como sean enmendadas o las disposiciones correspondientes a los Acuerdos que lo sustituyan.

6. – Representantes adecuados de nuestros dos Gobiernos harán periódicamente los arreglos con respecto al Cuerpo de Voluntarios para la Paz y los programas del Cuerpo para la Paz en Venezuela que resulten necesarios o deseables para el cumplimiento del presente Acuerdo. Los compromisos de cada Gobierno aquí establecidos estarán sujetos a la disponibilidad de fondos y a las Leyes aplicables por cada Gobierno.

En consecuencia, la nota de Vuestra Excelencia ya citada y la presente respuesta concurrirán para constituir un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la presente comunicación y permanecerá en vigencia hasta noventa (90) días a partir de la fecha de la notificación escrita por cualquiera de los dos Gobiernos al otro, de su intención de ponerle fin.

Sírvase aceptar Vuestra Excelencia la renovada seguridad de mi alta consideración.

[SEAL] MARIANO MEDINA

Mariano Medina Febres
Encargado del Ministerio

Al Excelentísimo señor
C. ALLAN STEWART
Embajador Extraordinario y
Plenipotenciario de los
Estados Unidos de América en Venezuela.
Presente.–

Translation

REPUBLIC OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS
DIVISION OF FOREIGN COMMERCE
AND CONSULATES

No. D C.

D.-03282

CARACAS, *May 28, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 217, dated the 14th of this month, concerning the conversations held between the Embassy so worthily in your charge and this Foreign Office on the establishment and treatment in Venezuela of Peace Corps Volunteers of the United States of America, to whom the following provisions of the General Agreement between the two Governments on Technical Cooperation of September 29, 1952 will apply.

Consequently, and pursuant to instructions from my Government, I inform Your Excellency that the latter accepts the following conditions set forth in Your Embassy's note under reference:

[For the English language text of paragraphs 1–6 of the note, see *ante*, pp. 1326, 1327.]

Consequently, Your Excellency's note mentioned above and this reply will together constitute an agreement between our two Governments, which shall enter into force on the date of this communication and will remain in effect until ninety (90) days from the date of written notice given by either Government to the other of its intention to terminate it.

Please accept, Excellency, the renewed assurances of my high consideration.

[SEAL] MARIANO MEDINA

Mariano Medina Febres
In Charge of the Ministry

His Excellency
C. ALLAN STEWART,
Ambassador Extraordinary and Plenipotentiary of the United States of America in Venezuela, City.

CHINA

Agricultural Commodities

Agreement amending the agreements of April 18, 1958, and of June 9, 1959, August 30, 1960, and July 21, 1961, as amended.
Effected by exchange of notes
Signed at Taipei June 29, 1962;
Entered into force June 29, 1962.

此致

美利堅合衆國駐中華民國代辦高立夫先生

中華民國五十年六月二十九日於台北

除，而以美援運用委員會代替之。

上述建議如荷

貴國政府接受，則建議本照會與

貴代辦表示同意之復照，即構成

貴我兩國政府間就此事之協定，自

貴代辦復照之日起生效。

本部長順向

貴代辦表示敬意。

The Chinese Minister of Foreign Affairs to the American Chargé d'Affaires ad interim[1]

照會

外(50)美一

9366

逕啓者：關於貴我兩國政府於一九五八年四月十八日所簽訂之農產品協定；一九五九年六月九日，一九六〇年八月三十日，及一九六一年七月二十一日所簽訂及業經修正之農產品協定；暨一九五八年四月十八日協定所附之諒解備忘錄，本部長茲特奉達如下：

中華民國政府茲建議將上述諸協定及諒解備忘錄作如下之修改：將關於第一〇四節(e)項貸款各節中，凡提及台灣銀行之處概行刪

[1] The English language text of the Chinese note is quoted in the United States note; *post*, p. 1335.

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

No. 32

TAIPEI, *June 29, 1962.*

EXCELLENCY:

I have the honor to refer to your note number WAI-(51)-MEI-I-9366, dated June 29, 1962, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreements between our two Governments of April 18, 1958;[1] of June 9, 1959,[2] as amended; of August 30, 1960,[3] as amended; and of July 21, 1961,[4] as amended, and to the Memorandum of Understanding accompanying the Agreement of April 18, 1958.

"The Government of the Republic of China proposes that the Agreements and the Memorandum of Understanding be amended by deleting all references to the Bank of Taiwan in the paragraphs on Section 104(e) loans and substituting therefor references to the Council for United States Aid.

"If the foregoing is agreeable to your Government, this note and your reply to that effect shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of your note in reply."

In reply, I have the honor to confirm that the proposal set forth in your note quoted above is agreeable to the Government of the United States of America and that your note and this note shall constitute an agreement between our two Governments on this matter, effective from today's date.

Accept, Excellency, the assurances of my highest consideration.

RALPH N. CLOUGH
Charge d'Affaires, ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

[1] TIAS 4022; 9 UST 429.
[2] TIAS 4258; 10 UST 1202.
[3] TIAS 4563; 11 UST 2058.
[4] TIAS 4825; 12 UST 1132.

VENEZUELA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of May 17, 1962.
Effected by exchange of notes
Signed at Washington June 18, 1962;
Entered into force June 18, 1962.

The Acting Secretary of State to the Venezuelan Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON
June 18, 1962

SIR:

I refer to the Agricultural Commodities Agreement of May 17, 1962 [1] between the Government of the United States of America and the Government of Venezuela and propose that Article I of the Agreement be amended as follows:

(1) Delete the commodity table and substitute the following:

"Commodity	Approximate Maximum Quantity	Supply Period	Maximum Export Value to be Financed
Commodities for Commercial Sale			
Cotton	18,000 Bales	US Fiscal Year 1962	$ 2,700,000
Corn	120,000 MT	Calendar Year 1962	5,835,000
Ocean Transportation (Estimated)			405,000
Sub-Total			$ 8,940,000
Commodities for Public Feeding Program			
Grain and Grain Products	6,500 MT	Calendar Years 1962 and 1963	
Dry Edible Peas and Beans	1,000 MT	Calendar Years 1962 and 1963	
Livestock Products	700 MT	Calendar Years 1962 and 1963	

[1] TIAS 5068; *ante*, p. 1231.

Dairy Products	1,100 MT	Calendar Years 1962 and 1963
Oilseeds and Products	2,000 MT	Calendar Years 1962 and 1963
Vegetables and Fruits	3,500 MT	Calendar Years 1962 and 1963
Sub-Total, including ocean transportation		$ 5,000,000
Total		$13,940,000"

(2) Delete that part of numbered paragraph 1 which follows the commodity table and substitute the following:

"The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified total maximum export market value to be financed. With regard to the commodities for commercial sale, it is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities. With regard to the commodities for public feeding, it is understood that the above-specified quantities of commodities may be adjusted from time to time to reflect changes in program requirements. The total amount of financing provided in the credit purchase authorizations for commodities for the public feeding program and ocean transportation shall not exceed $5,000,000."

It is the understanding of the Government of the United States of America that, since the commodities for the public feeding program are to be used to expand the Government of Venezuela's program of food distribution through community facilities to low income and unemployed persons under the supervision of the National Institute of Nutrition, they will not interfere with normal commercial imports of these commodities. It is also understood that the purchase of these commodities will not hinder development of production of normal patterns of trade in such commodities in Venezuela.

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

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

For the Acting Secretary of State:

PHILIP H. TREZISE

The Honorable
Dr. CARLOS PEREZ DE LA COVA,
Chargé d'Affaires ad interim
of Venezuela.

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

EMBAJADA DE VENEZUELA
WASHINGTON, D.C.

No. 1457/A

18 DE JUNIO DE 1962

EXCELENCIA:

Tengo a honra avisar a Vuestra Excelencia recibo de su atenta nota fechada hoy cuyo tenor es el siguiente:

"Tengo el honor de referirme al Acuerdo sobre Productos Básicos Agrícolas del 17 de mayo de 1962 entre el Gobierno de los Estados Unidos de América y el Gobierno de Venezuela, y de proponer que se enmiende el Artículo I del Acuerdo de la forma siguiente:

"(1) Eliminar el cuadro de productos básicos y substituirlo con:

Producto Básico	Cantidad Máxima Aproximada	Epoca de Oferta	Valor Máximo de Exportación para ser financiado
Productos básicos con fines comerciales			
Algodón	18.000 pacas	Año fiscal 1962 (EE.UU)	$2.700.000
Maíz	120.000 TMs	Año civil 1962	5.835.000
Transporte Marítimo (Estimado)			405.000
Subtotal			$8.940.000
Productos básicos para Programas Públicos de Alimentación			
Cereales y Derivados	6.500 TMs	Años Civiles 1962 y 1963	
Arvejas y Frijoles Secos comestibles	1.000 TMs	Años Civiles 1962 y 1963	
Derivados de la Carne	700 TMs	Años Civiles 1962 y 1963	
Derivados de la Leche	1.100 TMs	Años Civiles 1962 y 1963	
Semillas de Aceite y Derivados	2.000 TMs	Años Civiles 1962 y 1963	
Legumbres y frutas	3.500 TMs	Años Civiles 1962 y 1963	
Subtotal, incluyendo transporte marítimo			$5.000.000
Total			$13.940.000

"(2) Eliminar la parte del párrafo 1 que sigue al cuadro de productos básicos y substituirla con:

"La cantidad total de financiamiento que se estipula en las autorizaciones de compra a crédito no excederá el ya mencionado valor toatl máximo de exportación para ser financiado. Con respecto a los productos básicos para fines comerciales, se sobreentiende que el Gobierno

de los Estados Unidos de América limitará, según decaigan los precios o lo exijan otros factores del mercado, la suma a financiar estipulada en las autorizaciones de compra a crédito, a fin de que las cantidades financiadas de productos básicos no excedan considerablemente a las cantidades máximas aproximadas que se especifican anteriormente. En lo que se refiere a los productos básicos para programas públicos de alimentación, se sobreentiende que las cantidades ya citadas de productos básicos pueden ser ajustadas para que reflejen los cambios en las demandas del programa. La suma total de financiamiento que se estipula en las autorizaciones de compra a crédito de productos básicos para el programa público de alimentación, con los costos por transporte marítimo no excederá $5.000.000.

"El Gobierno de los Estados Unidos entiende que, ya que los productos básicos del programa público de alimentación se utilizarán para ampliar el programa del Gobierno de Venezuela de distribución de alimentos a personas de bajos ingresos y a desempleados a través de las instituciones comunales y bajo la inspección del Instituto Nacional de Nutrición, dichos productos no habrán de interferir con las importaciones comerciales normales de los mismos productos básicos. Se sobreentiende además que las compras de estos productos básicos no obstaculizarán el desarrollo de la producción ni los medios normales del comercio de los mismos en Venezuela.

"Si los planteamientos anteriores merecen la aprobación del Gobierno de Vuestra Excelencia, tengo el honor de proponer que esta nota y la respuesta afirmativa de Vuestra Excelencia constituyan un acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia.

"Acepte, Excelencia, las Seguridades reiteradas de mi más alta consideración."

Al respecto, me complazco en manifestar a Vuestra Excelencia la conformidad de mi Gobierno con los Términos de la nota transcrita.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

CARLOS PEREZ DE LA COVA

Carlos Pérez de la Cova
Encargado de Negocios A.i.

Al Excelentísimo Señor
DEAN RUSK
Secretario de Estado
Washington D.C.

Translation

EMBASSY OF VENEZUELA
WASHINGTON, D.C.

No. 1457/A

JUNE 18, 1962

EXCELLENCY:

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

[For the English language text of the note, see *ante*, p. 1336.]

In this connection, I am happy to inform Your Excellency that my Government agrees to the terms of the note transcribed above.

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

CARLOS PEREZ DE LA COVA

Carlos Pérez de la Cova
Chargé d'Affaires ad interim

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

FEDERAL REPUBLIC OF GERMANY

Defense: Disposition of Equipment and Materials

Agreement effected by exchange of notes
Signed at Bonn/Bad Godesberg and Bonn May 25, 1962;
Entered into force May 25, 1962.

The American Ambassador to the Minister for Foreign Affairs of the Federal Republic of Germany

BONN/BAD GODESBERG,
No. 195. *May 25, 1962.*

EXCELLENCY:

I have the honor to refer to the recent discussions between our two Governments concerning the disposition of equipment and materials furnished to the Federal Republic of Germany on a grant basis under the Mutual Defense Assistance Agreement signed at Bonn on June 30, 1955.[1] I am pleased to inform Your Excellency that my Government is prepared to agree to the disposal of such equipment on the basis of the following understandings:

1. Notwithstanding the provisions of the Agreement effected by an exchange of letters signed at Bonn on June 30, 1955, as amended by an Agreement effected by an exchange of notes signed at Bonn on March 9, 1961,[2] the Government of the United States will sell its reversionary rights to equipment heretofore furnished on a grant basis under the above-mentioned Mutual Defense Assistance Agreement in return for payment of the present fair value of such equipment. It is agreed that the sum of $75 million, based largely on scrap value of seven and one-half percent of the estimated original acquisition cost, is the present fair value.

2. Except as otherwise provided herein, the provisions of the Mutual Defense Assistance Agreement will continue to apply to the equipment affected by paragraph 1 of this note and will be interpreted and implemented in the same manner applied to equipment purchased

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[1] TIAS 3443; 6 UST 5999.
[2] TIAS 4703; 12 UST 243.

by the Government of the Federal Republic of Germany under the Mutual Defense Assistance Agreement, as supplemented by the Agreement relating to the sale of certain military equipment, materials, and services effected by an exchange of notes signed at Washington on October 8, 1956, as extended and amended.[1]

3. Prior to any disposal by the Government of the Federal Republic of Germany of any major items of equipment affected by paragraph 1 of this note, notice of the proposed disposal will be furnished to the Government of the United States. Should the Government of the United States determine that it requires any such item for the defense of the free world, upon request the Government of the Federal Republic of Germany will sell such item to the Government of the United States for seven and one-half percent of the estimated original acquisition cost of such item.

4. Upon receipt by the Government of the United States of the sum of $75 million in accordance herewith, the Government of the United States agrees to the release to the Government of the Federal Republic of Germany of all funds held in escrow as the result of sales by VEBEG, a property disposal agency of the latter Government, of surplus Bundeswehr equipment, including equipment furnished on a grant basis by the Government of the United States.

5. Representatives of the Governments of the United States and of the Federal Republic of Germany will negotiate detailed arrangements necessary to carry out the provisions of this Agreement.

I have the honor to propose that, if these understandings are acceptable to your Government, this note and Your Excellency's note in reply confirming these understandings shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

WALTER DOWLING

His Excellency
Dr. GERHARD SCHRÖDER,
Federal Minister for Foreign Affairs,
Bonn.

[1] TIAS 3660, 4599, 4903; 7 UST 2787; 11 UST 2242; 12 UST 3045.

The Minister for Foreign Affairs of the Federal Republic of Germany to the American Ambassador

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, *den 25. Mai 1962*

HERR BOTSCHAFTER,

ich beehre mich, den Empfang Ihrer Note vom heutigen Tage zu bestätigen, deren Wortlaut in vereinbarter Übersetzung wie folgt lautet:

"Ich beehre mich, auf die kürzlich zwischen unseren beiden Regierungen geführten Besprechungen betreffend Verfügung über Ausrüstung und Material Bezug zu nehmen, das der Bundesrepublik Deutschland im Rahmen des am 30. Juni 1955 in Bonn unterzeichneten Abkommens über gegenseitige Verteidigungshilfe als Gratishilfe geliefert wurde. Ich darf Eurer Exzellenz mit Genugtuung davon Kenntnis geben, daß meine Regierung bereit ist, der Verfügung über diese Ausrüstung nach Maßgabe folgender Vereinbarungen zuzustimmen:

1.) Ungeachtet der Bestimmungen des durch Austausch der am 30. Juni 1955 in Bonn unterzeichneten Schreiben getroffenen Abkommens in der durch Austausch der am 9. März 1961 in Bonn unterzeichneten Noten vereinbarten geänderten Fassung wird die Regierung der Vereinigten Staaten ihre Rückfallsrechte an Ausrüstung, die früher im Rahmen des oben genannten Abkommens über gegenseitige Verteidigungshilfe als Gratishilfe geliefert worden ist, gegen Zahlung des derzeitigen angemessenen Wertes dieser Ausrüstung verkaufen. Es wird vereinbart, daß der Betrag von 75 Mio Dollar, der weitgehend auf der Grundlage eines Schrottwertes von 7½ v.H. der geschätzten ursprünglichen Anschaffungskosten errechnet ist, den derzeitigen angemessenen Wert darstellt.

2.) Soweit im vorliegenden Abkommen nicht anderweitig bestimmt, finden die Bestimmungen des Abkommens über gegenseitige Verteidigungshilfe auf die unter Ziffer 1.) dieser Note fallende Ausrüstung auch weiterhin Anwendung und sind in gleicher Weise auszulegen und durchzuführen wie für Ausrüstung, welche die Regierung der Bundesrepublik Deutschland im Rahmen des Abkommens über gegenseitige Verteidigungshilfe und des durch Austausch der am 8. Oktober 1956 in Washington unterzeichneten Noten geschlossenen ergänzenden Abkommens über den Verkauf bestimmter militärischer Ausrüstung, Materialien und Dienstleistungen in seiner erweiterten und geänderten Fassung angekauft hat.

3.) Bevor die Regierung der Bundesrepublik Deutschland über eines der unter Ziffer 1.) dieser Note fallenden Hauptgeräte verfügt, ist der Regierung der Vereinigten Staaten von der beabsichtigten Verfügung Mitteilung zu machen. Stellt die Regierung der Vereinigten Staaten fest, daß sie einen dieser Gegenstände für die Verteidigung der freien Welt benötigt, so verkauft auf entsprechendes Ersuchen die Regierung der Bundesrepublik Deutschland diesen Gegenstand an die Regierung der Vereinigten Staaten zum Preise von 7 ½ v.H. der geschätzten ursprünglichen Anschaffungskosten des betreffenden Gegenstandes.

4.) Sobald die Regierung der Vereinigten Staaten entsprechend diesem Abkommen den Betrag von 75 Mio Dollar erhalten hat, erklärt sie sich mit der Freigabe aller Mittel an die Regierung der Bundesrepublik Deutschland einverstanden, die als Erlös von Verkäufen überschüssiger Ausrüstung der Bundeswehr – einschließlich der Ausrüstung, die von der Regierung der Vereinigten Staaten als Gratishilfe geliefert wurde –, welche durch die VEBEG, eine bundeseigene Stelle für Materialverwertung, getätigt wurden, treuhänderisch zurückbehalten worden sind.

5.) Die zur Durchführung der Bestimmungen dieses Abkommens erforderlichen näheren Abmachungen werden von Vertretern der Regierung der Vereinigten Staaten und der Regierung der Bundesrepublik Deutschland ausgehandelt.

Falls diese Vereinbarungen für Ihre Regierung annehmbar sind, beehre ich mich vorzuschlagen, daß diese Note und die Antwortnote Eurer Exzellenz, in der diese Vereinbarungen bestätigt werden, ein Abkommen zwischen unseren beiden Regierungen bilden sollen, das mit dem Datum der Antwortnote Eurer Exzellenz in Kraft tritt".

Ich beehre mich, Ihnen mitzuteilen, daß die Regierung der Bundesrepublik Deutschland mit den in ihrer Note enthaltenen Vorschlägen und damit einverstanden ist, daß Ihre Note und diese Antwort eine Vereinbarung zwischen unseren beiden Regierungen bilden sollen, die mit dem Datum dieser Antwort in Kraft tritt.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.

SCHRÖDER

Seiner Exzellenz
dem Botschafter der
Vereinigten Staaten von Amerika
HERRN WALTER C. DOWLING

Translation

THE FEDERAL MINISTER
OF FOREIGN AFFAIRS

BONN, *May 25, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note of today's date, the agreed translation of which reads as follows:

[For the English language text of the note, see *ante*, p. 1341.]

I have the honor to inform you that the Government of the Federal Republic of Germany concurs in the proposals contained in your note and in the proposal that your note and this reply shall constitute an Agreement between our two Governments, which shall enter into force on the date of this reply.

Accept, Mr. Ambassador, the assurance of my highest consideration.

SCHRÖDER

His Excellency
WALTER C. DOWLING,
Ambassador of the United States of America.

PERU

Agricultural Commodities

Agreement amending the agreement of February 12, 1960, as amended.
Effected by exchange of notes
Signed at Lima June 4 and 18, 1962;
Entered into force June 18, 1962.

The American Ambassador to the Peruvian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Lima, June 4, 1962

No. 399

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of February 12, 1960, [1] as amended, between the Government of the United States of America and the Government of Peru.

The Government of the United States of America proposes to amend Article II of the Agreement further, as follows:

1) In Section 3, delete "15 percent of the soles accruing pursuant to the Agreement" and substitute therefor "the sol equivalent of $1.8 million but not more than 25 percent of the currency received under the Agreement."

2) Delete in its entirety the first sentence of Section 4 and substitute the following therefor: "For loans and grants to the Government of Peru under Subsections 104(g) and 104(e), respectively, of the Act[2] for financing such projects to promote economic development as may be mutually agreed upon, the sol equivalent of $6.6 million. Of this amount, 4,250,000 soles shall be granted to the Government of Peru under Subsection 104(e) of the Act and the balance shall be loaned to the Government of Peru under Subsection 104(g) of the Act."

If the foregoing amendments to the above Agreement are acceptable to Your Excellency's Government, it is proposed that this note

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[1] TIAS 4430; 11 UST 186.
[2] 68 Stat. 456; 7 U.S.C. § 1704 (g), (e).

together with Your Excellency's affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's reply.

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

JAMES LOEB Jr.

His Excellency
Dr. LUIS ALVARADO GARRIDO,
Minister of Foreign Affairs,
Lima.

The Peruvian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

Número (H)-6-3.45 LIMA, *18 de Junio de 1962*

SEÑOR EMBAJADOR:

Tengo a honra referirme a la nota de Vuestra Excelencia No. 399, de fecha 4 del presente mes, en la que tiene a bien proponer una nueva enmienda del Artículo II del Acuerdo sobre Productos Agrícolas celebrado el 12 de febrero de 1960 entre nuestros dos Gobiernos; en la siguiente forma:

En el Inciso 3 del citado Artículo II, suprimir la frase "15 por ciento de los soles que se acumulen conforme al Acuerdo", sustituyéndola por la frase "el equivalente de $1.8 millones en soles, pero no más del 25 por ciento de las monedas recibidas conforme al Acuerdo".

Al mismo tiempo Vuestra Excelencia sugiere suprimir en su totalidad la primera oración del Inciso 4, sustituyéndola por la siguiente: "Para préstamos y donativos al Gobierno del Perú conforme a los Incisos 104(g) y 104(e), respectivamente, de la Ley para la financiación de proyectos para el desarrollo económico según se acuerde mutuamente, el equivalente de $6.6 millones en soles. De esta suma, 4,250.000 soles serán cedidos al Gobierno del Perú conforme al Inciso 104(e) de la Ley y el saldo será otorgado en préstamo al Gobierno del Perú conforme al Inciso 104 (g) de la Ley".

Me es grato manifestar a Vuestra Excelencia que, de conformidad con lo opinado por el Ministerio de Hacienda y Comercio, el Gobierno del Perú acepta los términos de las modificaciones propuestas en la nota que contesto, y que ella y la presente conforman un Acuerdo entre nuestros dos países.

Reitero en esta ocasión a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

LUIS ALVARADO G.

Al Excelentísimo señor
don JAMES LOEB, Jr.,
Embajador Extraordinario y
Plenipotenciario de los Estados Unidos
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS

No. (H)-6-3.45 LIMA, *June 18, 1962*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 399 dated the 4th of this month, in which you propose a further amendment of Article II of the Agricultural Commodities Agreement concluded on February 12, 1960 between our two Governments, as follows:

In Section 3 of the said Article II delete "15 percent of the soles accruing pursuant to the Agreement" and substitute therefor "the sol equivalent of $1.8 million but not more than 25 percent of the currency received under the Agreement."

At the same time, Your Excellency suggests that the first sentence of Section 4 be deleted in its entirety and that the following be substituted therefor: "For loans and grants to the Government of Peru under Subsections 104(g) and 104(e), respectively, of the Act for financing such projects for economic development as may be mutually agreed upon, the sol equivalent of $6.6 million. Of this amount, 4,250,000 soles shall be granted to the Government of Peru under Subsection 104(e) of the Act and the balance shall be loaned to the Government of Peru under Subsection 104(g) of the Act."

I am happy to inform Your Excellency that, in conformity with the opinion of the Ministry of Finance and Commerce, the Government of Peru accepts the terms of the amendments proposed in the note to which I am replying and that that note and this note shall constitute an agreement between our two countries.

I renew to Your Excellency on this occasion the assurances of my highest and most distinguished consideration.

LUIS ALVARADO G.

His Excellency
JAMES LOEB, Jr.,
Ambassador Extraordinary and Plenipotentiary
of the United States,
City.

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty

Recommendations adopted at the First Consultative Meeting under Article IX of the Antarctic Treaty, at Canberra, July 24, 1961; Effective April 30, 1962.

[RECOMMENDATIONS[1] OF THE FIRST ANTARCTIC TREATY CONSULTATIVE MEETING]

The Meeting agreed unanimously to the adoption of the following recommendations. [2]

I-I

The Representatives recommend to their Governments that they should facilitate the continuation of the exchange of information regarding plans for scientific programmes as now carried on through the Special Committee on Antarctic Research (SCAR) and through other member unions and committees of the International Council of Scientific Unions (ICSU) and by such other means as may ensure the availability of this information.

I-II

The Representatives recommend to their Governments that they should promote the continuation of the exchange, on a basis of bilateral arrangements, of scientific personnel amongst their expeditions, and should make available such of their facilities as may be helpful to this purpose.

I-III

The Representatives recommend to their Governments that they should promote the exchange and making available of observations and results from Antarctica through the recognized international

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[1] The English language text printed herein is a verbatim extract of the Recommendations from the Report of the First Antarctic Treaty Consultative Meeting, as certified by the Chairman of that Meeting at Canberra.

The original documents relating to the said Meeting are held in the archives of the Australian Department of External Affairs, Canberra.

[2] Adopted July 24, 1961.

data gathering centres and by such other means as may be appropriate to ensure the exchange and free availability of this information.

I–IV

The Representatives agree, without prejudice to the rights of Governments to make such arrangements as they may deem necessary to further the objectives of scientific co-operation set forth in the Treaty [1]

(1) that the free exchange of information and views among scientists participating in SCAR, and the recommendations concerning scientific programmes and co-operation formulated by this body constitute a most valuable contribution to international scientific co-operation in Antarctica,

(2) that since these activities of SCAR constitute the kind of activity contemplated in Article III of the Treaty, SCAR should be encouraged to continue this advisory work which has so effectively facilitated international co-operation in scientific investigation.

I–V

The Representatives recommend to their Governments that they should individually encourage the work of international organisations having a scientific or technical interest in Antarctica, including the specialised agencies of the United Nations, and should promote on a bilateral basis the establishment and development of co-operative working relations with these organisations.

In this connection, the Representatives take note of the letter to the Minister of State for External Affairs of Australia from the Secretary-General of the World Meteorological Organisation dated 28 June 1961, [2] circulated at the Meeting. They welcome the offer made by the World Meteorological Organisation of co-operation in questions of meteorology and of the collection and relaying of meteorological data in the Antarctic, and recommend to their Governments that they should establish co-operation in these matters through their Representatives in that Organisation.

I–VI

The Representatives recommend to their Governments that information furnished in accordance with Article VII paragraph 5 should be exchanged between Governments through diplomatic channels as early in each year as possible, and in any case before the end of November each year, and should include–

[1] TIAS 4780, 12 UST 794.

[2] Not printed.

(1) the names, types, numbers, descriptions and armaments of ships, aircraft and other vehicles, introduced, or to be introduced into Antarctica, and information on military equipment, if any, and its location in Antarctica,

(2) dates of expeditions leaving for, and arriving in, Antarctica, duration of stay, itinerary to and from Antarctica and routes followed within Antarctica,

(3) the names, location and date of opening of the Party's bases and subsidiary stations established or planned to be established in Antarctica, listed according to whether they are for summer and/or winter operations;

(4) the names of the officers in charge of each of these bases, subsidiary stations, ships and aircraft, the number and occupations and specialisation of personnel (including any designated by other governments), who are or will be stationed at each of these bases and subsidiary stations and on board these ships and aircraft, including the number of personnel who are members of the military services together with the rank of any officers and the names and professional affiliation of personnel engaged in scientific activities,

(5) the number and types of armaments possessed by personnel,

(6) the programme of work, including scientific investigation, being done and planned at each of these bases and subsidiary stations and on board those ships and aircraft, and also the area or areas of operation to be covered by such programme,

(7) principal scientific equipment,

(8) transportation facilities and communication equipment for use within Antarctica,

(9) facilities for rendering assistance,

(10) notice of any expeditions to Antarctica not organised by the Party but organised, in, or proceeding from, the Party's territory

I–VII

The Representatives recommend to their Governments that they should undertake to exchange information on logistic problems. This might include information on the design and construction of buildings and airstrips, the provision of power supplies, the performance of aircraft, ships, tractors and other vehicles, techniques of supply of coastal and inland stations, the transport and handling of cargo in Antarctic conditions, food and cold weather clothing. They further recommend that consideration should be given to the calling of a meeting or symposium of experts to consider the question of the exchange of information on experience gained in matters

of the organisation of expeditions, logistic support and transport, and that proposals for the calling of such a meeting or symposium should be discussed at or before the next Treaty Consultative Meeting.

I–VIII

The Representatives recommend to their Governments that

(i) they recognize the urgent need for measures to conserve the living resources of the Treaty area and to protect them from uncontrolled destruction or interference by man;

(ii) they encourage the interchange of information and international co-operation with a view to promoting scientific studies of Antarctic life as the essential basis for long-term conservation measures,

(iii) they bring to the attention of all persons entering the area the need for the protection of living resources,

(iv) they consult on the form in which it would be most suitable to establish in due course internationally agreed measures for the preservation and conservation of the living resources of the Antarctic, taking into account the discussion at and documents submitted to the First Consultative Meeting;

(v) as an interim measure, and to the extent possible under national legislation and binding international conventions, they issue general rules of conduct on the lines of the attached statement extracted from the recommendations of SCAR as contained in the report of the Meeting held at Cambridge in August 1960,

(vi) they exchange information on any major steps taken in accordance with this recommendation with respect to the next Antarctic season,

(vii) this question be included in the Agenda of the next Consultative Meeting.

GENERAL RULES OF CONDUCT FOR PRESERVATION AND CONSERVATION OF LIVING RESOURCES IN ANTARCTICA

1. Animals and plants indigenous to Antarctica shall not be unnecessarily disturbed and shall not be destroyed or injured. Exceptions shall be permitted on a strictly controlled scale which will not deplete the local stock and only for the following purposes.

(a) collections and studies for scientific purposes,
(b) food (e.g. meat, eggs) for men and dogs,

(c) living specimens for zoological gardens,

(d) taking a strictly limited number of specimens, especially natural casualties, for private purposes.

Exceptions (c) and (d) shall not apply for the time being to fur seals.

2. Alien forms of flora and fauna should not be deliberately introduced except when rigidly controlled having regard to their chances of survival, capacity of reproduction and utilization by man.

3. The following activities should be regulated with a view to preventing serious harm to wildlife.

(a) allowing dogs to run free,

(b) flying helicopters or other aircraft in a manner which would unnecessarily disturb bird and seal colonies, or landing near (e.g. within 200 yards) such colonies,

(c) driving vehicles unnecessarily close to breeding colonies of birds and seals,

(d) use of explosive or discharge of firearms close to breeding colonies of birds and seals,

(e) disturbance of bird and seal colonies by persistent attention from people on foot,

(f) the discharge of oil from ships in a manner harmful to animals and plants indigenous to Antarctica.

I–IX [1]

With due regard to Article IV of the Treaty, the Representatives recommend that–

(1) Governments interested in any tombs, buildings or objects of historic interest should consult together whenever appropriate on their restoration or preservation,

(2) appropriate reports on the condition of such tombs, buildings or objects of historic interest as well as any restoration which might have been effected should be exchanged among Governments,

(3) Governments adopt all adequate measures to protect such tombs, buildings or objects of historic interest, from damage and destruction.

[1] See *post*, p. 1357.

I-X

The Representatives reaffirm the traditional Antarctic principle that expeditions render all assistance feasible in the event of an emergency request for help and recommend to their Governments that consideration should be given to arranging consultations among them, and to the matter being discussed at the appropriate time at any meeting of experts qualified to discuss it.

I-XI

The Representatives recommend to their Governments

(1) that they convene as soon as practicable a meeting of specialists in Antarctic radio communications,

(2) that this meeting of specialists should discuss the telecommunications facilities needed for scientific, technical and other purposes in the Treaty area, and their use,

(3) that the meeting should take into consideration–

(a) the requirements of governments,

(b) the viewpoint of the United Nations Specialised Agencies and other International organisations having a scientific or technical interest in Antarctic communications,

(c) the relevant recommendations of the communications working group of SCAR,

(d) the experience of the various Antarctic expeditions,

(4) that the meeting should examine and make recommendations regarding such matters as–

(i) the routing required to meet demands of users most effectively,

(ii) the modes of transmission,

(iii) the power requirements for effective reception,

(iv) the rationalisation of schedules and the evaluation of priorities for traffic in normal and post blackout conditions,

(v) new developments in the field of communications relevant to Antarctic requirements,

(vi) emergency radio procedures,

(vii) such other matters of an engineering or traffic nature as may be appropriate,

(5) that the Governments should consult regarding the date, place and definitive agenda of the meeting, and as to which special-

ised agencies and other international organisations referred to in paragraph 3(b) should be informed of the meeting and be invited to send observers.

I–XII [1]

The Representatives recommend to their Governments that they should –

1. promote co-operation among expeditions in the Treaty area in the collection and distribution of mail for expedition members,
2. advise each other of opportunities for forwarding mail to and from stations in the Treaty area,
3. consult together with a view to reaching agreement on further practical measures for improving postal communications in the Treaty area.

I–XIII [1]

Taking into consideration the provisions established in Article V of the Antarctic Treaty, the Representatives recommend to their Governments that they exchange by all means deemed advisable information on the application of nuclear equipment and techniques in the Treaty area.

I–XIV [1]

Pending any further recommendation which may be adopted at a future Meeting concerning the procedures to be followed in connection with the Consultative Meetings provided for in Article IX of the Treaty, the Representatives recommend to their Governments that as an interim measure

(1) the Government of the host country of the present Meeting shall send to each of the participating Governments a certified copy of the Final Report containing the authentic texts of all documents agreed and adopted by the Meeting. It shall also send to the other participating Governments any other documents relative to the Meeting and comply with any additional request, or answer any questions on the subject, and supply any information which the participating Governments may subsequently request regarding the First Consultative Meeting or recommendations of that Meeting;

(2) the Government of the country where the next Meeting is to be held shall consult the other Governments entitled to participate in the Consultative Meetings in regard to the provisional agenda and the choice of the opening date of the Meeting;

[1] See *post*, p. 1357.

(3) the Governments shall consult through diplomatic channels as they deem necessary on matters of common interest relating to the Treaty area including matters which may be proposed for consideration at future Consultative Meetings;

(4) notifications of approval by Governments of recommendations adopted at Consultative Meetings shall be communicated through diplomatic channels to all other such Governments entitled to participate in the Consultative Meetings;

(5) the depositary Government designated in the Antarctic Treaty shall inform all signatory and acceding states when any recommendation has been approved in accordance with Article IX (4) of the Treaty by all the Contracting Parties whose representatives were entitled to participate in the Meeting held to consider that recommendation.[1]

I–XV

The Representatives recommend to their Governments that they accept the offer by the Delegation of Argentina of the city of Buenos Aires as the seat of the Second Consultative Meeting under Article IX of the Antarctic Treaty, to be held on a date mutually decided upon by the participating Governments.

I–XVI

The Representatives recommend to their Governments that reports, studies and all other documentation, including any specific proposal or draft recommendation, which any participating Government may desire to place before the next Consultative Meeting, shall be forwarded through diplomatic channels so as to reach all Governments entitled to participate in that Consultative Meeting, at least one month prior to the Meeting, except in circumstances of urgency

[1] Apr. 30, 1962. The Recommendations became effective Apr. 30, 1962, in accordance with article IX(4) of the Antarctic Treaty, having been approved by the following Contracting Parties Argentina, Australia, Belgium, Chile, the French Republic, Japan, New Zealand, Norway, South Africa, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.

[STATEMENTS]

In respect of Recommendation I–IX, the French Delegation stated that the French Government would wish to give the word "object" a fairly broad significance.

In respect of Recommendation I–XII, the United Kingdom Delegation stated that it considered that Governments should, in consulting together with a view to reaching agreement on further practical measures for improving postal communications in the Treaty area, give consideration to the following measures.

(a) accept for transmission to the Antarctic by all available means of transport correspondence or mails, other than philatelic mail, addressed to Antarctic stations occupied by other participating countries,

(b) invite the International Bureau of the Universal Postal Union to advise other postal administrations to send correspondence addressed to an Antarctic station to the postal administration of the country occupying the station for onward transmission,

(c) recognize as duly prepaid correspondence originating in an Antarctic station occupied by another participating country and prepaid in postage stamps issued by that country,

(d) accept such prepaid correspondence for transmission from the Antarctic by all available means of transport to the most convenient office of exchange in a participating country,

(e) reforward the correspondence from the office of exchange to its destination in accordance with the provisions of the Universal Postal Convention, [1] particularly those concerning transit payments,

(f) put their mail services, subject to prepayment in the normal way, at the disposal of the personnel of any Antarctic station occupied by another participating country which is for any reason prevented from using the stamps of that country for the prepayment of its correspondence.

In respect of Recommendation I–XIII, the Chilean Delegation stated that it understood that the declaration in no way implied a change in Article V of the Antarctic Treaty, and the French Delegation stated that it considered that the information exchanged should also be brought to the notice of the International Atomic Energy Agency when Governments considered this was appropriate.

In respect of Recommendation I–XIV, the New Zealand Delegation expressed the hope that any consultations pursuant to paragraphs 2 and 3 would take place in a capital where New Zealand had diplomatic representation.

[1] TIAS 4202; 10 UST 413.

EL SALVADOR

Trade

Agreement terminating certain provisions of the Agreement of February 19, 1937.
Effected by exchange of notes
Signed at San Salvador June 29, 1962;
Entered into force June 29, 1962.

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

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE EL SALVADOR, C.A.

DIRECCION DEL SERVICIO EXTERIOR
SECCION DIPLOMATICA

A-631-D-2088 SAN SALVADOR, *29 de junio de 1962.*

SEÑOR EMBAJADOR.

Tengo el honor de referirme a correspondencia anterior sobre el Convenio Comercial celebrado entre El Salvador y los Estados Unidos de América el 19 de febrero de 1937, y proponer que las siguientes estipulaciones de dicho Convenio queden sin efecto 40 días después de la fecha en que se verifique este intercambio de notas entre nuestros dos Gobiernos. Las Listas adjuntas, Artículo I, el primer párrafo del Artículo II, Artículo III, pero sustituyéndolo por la nota que aparece al final de la Lista I del Convenio, Artículo V, Artículo VI, Artículo XVI, y, en el Artículo XVII, las dos referencias al Artículo VI. Las otras disposiciones del Convenio continuarán en vigencia.

Si la mencionada propuesta es aceptable al Gobierno de los Estados Unidos de América, propongo que esta nota y la nota de aceptación por el Gobierno de Vuestra Excelencia sean consideradas como constitutivas de un Convenio sobre este asunto entre nuestros dos países.

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[1] The English language text of this note is quoted in the United States note, *post*, p. 1359.

Me valgo de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

R. EGUIZABAL T

Rafael Eguizabal Tobias
Ministro de Relaciones Exteriores

Excelentísimo Señor
Don MURAT W WILLIAMS,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.

The American Ambassador to the Salvadoran Minister of Foreign Affairs

No. 705 SAN SALVADOR, *June 29, 1962*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of June 29, 1962 which reads in translation as follows:

"Mr. Ambassador:

"I have the honor to refer to previous correspondence on the Commercial Agreement concluded between El Salvador and the United States of America on February 19, 1937, [1] and to propose that the following provisions of that Agreement be terminated [2] forty days after the date on which this exchange of notes between our two Governments is effected. The schedules annexed thereto, Article I, the first paragraph of Article II, Article III, which will be replaced by the note appearing at the end of Schedule I of the Agreement, Article V, Article VI, Article XVI, and, in Article XVII, the two references to Article VI. The other provisions of the Agreement will continue in effect.

"If the aforesaid proposal is acceptable to the Government of the United States of America, I propose that this note and the note of acceptance by Your Excellency's Government be considered as constituting an Agreement on this matter between our two countries.

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

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[1] EAS 101, 50 Stat. 1564.
[2] Aug. 9, 1962.

I have the honor to accept the foregoing proposals on behalf of the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

MURAT W WILLIAMS

His Excellency
RAFAEL EGUIZÁBAL TOBÍAS,
Minister of Foreign Affairs,
San Salvador.

SPAIN

Defense: Loan of Vessels

Agreement amending the agreement of March 9, 1957.
Effected by exchange of notes
Signed at Madrid June 19, 1962;
Entered into force June 19, 1962.

The American Ambassador to the Spanish Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Madrid, June 19, 1962

No. 1485

EXCELLENCY:

I have the honor to refer to the agreement between our two governments effected by an exchange of notes signed at Madrid on March 9, 1957,[1] and to your government's request that the loans of two naval vessels under that agreement be extended. I now have the honor to propose that paragraph number 3 of said agreement be amended so as to provide as follows:

> "The loan of each vessel shall be for a period of not to exceed ten years from the date of its delivery to the Government of Spain. The Government of the United States may, however, request the return of any or all of the vessels at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of Spain will promptly return such vessel or vessels to the Government of the United States in accordance with the provisions of paragraph 7 of this Note."

I further have the honor to propose that, if this amendment is acceptable to your government, this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your reply.

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[1] TIAS 3789; 8 UST 397.

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

ROBERT F. WOODWARD

His Excellency
FERNANDO MA. CASTIELLA Y MAIZ,
Minister of Foreign Affairs,
Madrid.

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

NÚM. 423 MADRID, *19 de junio de 1962*

EXCMO. SEÑOR:

Tengo la honra de acusar recibo de la atenta Nota de V.E. nº 1485 de fecha de hoy, cuyo texto traducido al español dice:

"Tengo el honor de referirme al acuerdo entre nuestros dos Gobiernos efectuado por canje de Notas firmado en Madrid el 9 de marzo de 1957, y a la petición de su Gobierno de que se prorrogue el préstamo de dos unidades navales previsto en aquel Acuerdo. Tengo el honor de proponer ahora que el párrafo nº 3 del citado Acuerdo sea enmendado para que disponga lo siguiente: " "El préstamo de cada buque será por un periodo que no exceda de diez años desde la fecha de su entrega al Gobierno de España. El Gobierno de Estados Unidos puede, no obstante, pedir la devolución de uno o de todos los buques en una fecha anterior, si así lo requiriesen las necesidades de su propia defensa. En este caso, el Gobierno español devolverá prontamente el buque o buques al Gobierno de los Estados Unidos de acuerdo con lo establecido en el párrafo 7º de esta Nota" ". Tengo el honor de proponer también que, si esta enmienda es aceptable para su Gobierno, esta Nota y la Nota de V.E. de respuesta conforme constituyan un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de su respuesta."

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, aprovecho esta oportunidad para reiterarle las seguridades de mi más alta consideración.

FERNANDO M CASTIELLA

Excelentísimo Señor ROBERT F. WOODWARD
Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América.
Madrid.

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 423 MADRID, *June 19, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 1485 of this date, the text of which in Spanish translation reads as follows:

[For the English language text of the note, see *ante*, p. 1361.]

I inform Your Excellency that the Spanish Government agrees to the foregoing and avail myself of this opportunity to renew to you the assurances of my highest consideration.

FERNANDO M CASTIELLA

His excellency
ROBERT F. WOODWARD,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Madrid.

ISRAEL

Education: Educational Foundation and Financing of Exchange Programs

Agreement effected by exchange of notes
Signed at Tel Aviv and Jerusalem June 18 and 22, 1962;
Entered into force June 22, 1962.
With memorandum of understanding.

The American Ambassador to the Israeli Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Tel Aviv, June 18, 1962.

No. 46

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments looking toward the conclusion of an Agreement for financing certain educational exchange programs. Our representatives have reached an understanding on the language for such an Agreement and Memorandum of Understanding that would form part of that Agreement to read as follows:

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

The Government of the United States of America and the Government of Israel,

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

Have agreed as follows:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Israel (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Israel as an organization created and established to facilitate the administration of an

educational program to be financed by funds made available to the Foundation by the Government of the United States of America.

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

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

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

(2) financing visits and interchanges between the United States of America and Israel of students, trainees, teachers, instructors, and professors; and

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

Article 2

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

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

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

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

(4) Acquire, hold, and dispose of property (other than real estate) in the name of the Foundation as the Foundation may con-

sider necessary or desirable, provided however, that the leasing of adequate housing and facilities for the activities of the Foundation will be assured.

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

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

(7) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors selected by the Secretary of State.

(8) Engage an Executive Director or Officer, and administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

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

Article 3

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State.

Article 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of six members (hereinafter designated "the Board"), three of whom shall be citizens of the

United States of America and three of whom shall be citizens of Israel. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Israel (hereinafter designated "Chief of Mission"), shall be Honorary Chairman of the Board, without the right of vote, except that he shall cast the deciding vote in the event of a tie vote by the Board. He shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Israel. The Government of Israel shall have the power to appoint and remove the citizens of Israel on the Board.

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

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

ARTICLE 5

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

ARTICLE 6

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

ARTICLE 7

The principal office of the Foundation shall be in such place in Israel as the Chief of Mission may direct, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundations's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 8

The Government of the United States of America and the Government of Israel agree that there may be used for the purposes of this Agreement:

a) 1,170,000 Israeli pounds received by the Government of the United States from the Government of Israel pursuant to the Loan Agreement of August 5, 1955, made between Export-Import Bank of Washington, an agency of the United States of America, and the Government of Israel in accordance with Article II, first paragraph, sub-section (b) of the Surplus Agricultural Commodities Agreement of April 29, 1955, [1] and

b) any other funds held or available for expenditure by the Government of the United States of America for these purposes.

The Secretary of State will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purpose of this Agreement, but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Foundation.

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

ARTICLE 9

The Government of the United States of America and the Government of Israel shall make every effort to facilitate the exchange-of-persons program authorized in this Agreement and to resolve problems which may arise in the operations thereof.

United States citizens employed by the Foundation and United States grantees engaged in educational activities under the auspices of the Foundation, and accompanying members of their families, shall be exempt from all Israel income taxes and from taxes on personal property intended for their own use.

Furniture, equipment, supplies and any other articles intended for the official use of the Foundation shall be exempt in Israel from customs, duties, excises, and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation and all official acts of the Foundation within the scope of its purposes, including the purchase of transportation, shall be exempt from taxation of every kind in Israel.

ARTICLE 10

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

[1] TIAS 3228; 6 UST 814.

ARTICLE 11

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

ARTICLE 12

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Israel signed at Washington on July 26, 1956, as amended. [1]

If the foregoing Agreement is acceptable to your Government it is understood that this note and Your Excellency's affirmative reply thereto, together with the annexed Memorandum of Understanding, shall constitute an Agreement between our two Governments on this matter which shall enter into force on date of Your Excellency's affirmative reply.

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

WALWORTH BARBOUR

Enclosure:
Memorandum of Understanding

Her Excellency
Mrs. GOLDA MEIR,
Minister for Foreign Affairs
of the State of Israel.

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL RELATIVE TO THE EDUCATIONAL EXCHANGE AGREEMENT DATED JUNE 18, 1962

With reference to the Agreement for Financing Certain Educational Exchange Programs signed this day, it is the desire of the Government of the United States of America and the Government of Israel to confirm the understanding reached during the negotiations thereof that United States citizens employed by the Foundation and United States grantees engaged in educational activities under the auspices of the Foundation will be treated as United States citizens employed by the Embassy of the United States, with respect to contributions required by the National Insurance Law of Israel.

[1] TIAS 3612, 4744; 7 UST 2105; 12 UST 504.

It is understood, further, that the preceding paragraph will not affect those citizens of the United States employed by the Foundation who have previously been employed in Israel and have contributed to the National Insurance Institute of Israel.

With regard to exemption from Israel income taxes, it is understood that only such income as is derived directly from funds of the Foundation is exempt from income tax. Income derived by United States citizen employees of the Foundation, grantees, and members of their families from any other source in Israel, does not come within the exemption contained in the Agreement.

The Israeli Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS שר החוץ

JERUSALEM, *22 June, 1962*

EXCELLENCY:

I have the honour to acknowledge the receipt of your Note No. 46 of 18 June, 1962 which reads as follows:

"I have the honor to refer to conversations between representatives of our two Governments looking toward the conclusion of an Agreement for financing certain educational exchange programs. Our representatives have reached an understanding on the language for such an Agreement and Memorandum of Understanding that would form part of that Agreement to read as follows:

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

The Government of the United States of America and the Government of Israel,

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

Have agreed as follows:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Israel (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Israel as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America.

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

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

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

(2) financing visits and interchanges between the United States of America and Israel of students, trainees, teachers, instructors, and professors; and

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

ARTICLE 2

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

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

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

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

(4) Acquire, hold, and dispose of property (other than real estate) in the name of the Foundation as the Foundation may consider necessary or desirable, provided however, that the leasing of

adequate housing and facilities for the activities of the Foundation will be assured.

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

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

(7) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors selected by the Secretary of State.

(8) Engage an Executive Director or Officer, and administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

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

Article 3

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State.

Article 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of six members (hereinafter designated "the Board"), three of whom shall be citizens of the United States of America and three of whom shall be citizens of Israel. In addition, the principal officer in charge of the Diplomatic

Mission of the United States of America to Israel (hereinafter designated "Chief of Mission"), shall be Honorary Chairman of the Board, without the right of vote, except that he shall cast the deciding vote in the event of a tie vote by the Board. He shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Israel. The Government of Israel shall have the power to appoint and remove the citizens of Israel on the Board.

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

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

ARTICLE 5

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

ARTICLE 6

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

ARTICLE 7

The principal office of the Foundation shall be in such place in Israel as the Chief of Mission may direct, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundations's officers or staff may be carried on at such places as may be approved by the Board.

ARTICLE 8

The Government of the United States of America and the Government of Israel agree that there may be used for the purposes of this Agreement:

a) 1,170,000 Israeli pounds received by the Government of the United States from the Government of Israel pursuant to the Loan Agreement of August 5, 1955, made between Export-Import Bank of Washington, an agency of the United States of America, and the Government of Israel in accordance with Article II, first paragraph, sub-section (b) of the Surplus Agricultural Commodities Agreement of April 29, 1955, and

b) any other funds held or available for expenditure by the Government of the United States of America for these purposes.

The Secretary of State will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purpose of this Agreement, but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Foundation.

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

ARTICLE 9

The Government of the United States of America and the Government of Israel shall make every effort to facilitate the exchange-of-persons program authorized in this Agreement and to resolve problems which may arise in the operations thereof.

United States citizens employed by the Foundation and United States grantees engaged in educational activities under the auspices of the Foundation, and accompanying members of their families, shall be exempt from all Israel income taxes and from taxes on personal property intended for their own use.

Furniture, equipment, supplies and any other articles intended for the official use of the Foundation shall be exempt in Israel from customs, duties, excises, and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation and all official acts of the Foundation within the scope of its purposes, including the purchase of transportation, shall be exempt from taxation of every kind in Israel.

ARTICLE 10

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

ARTICLE 11

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

ARTICLE 12

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Israel signed at Washington on July 26, 1956, as amended.

If the foregoing Agreement is acceptable to your Government it is understood that this note and Your Excellency's affirmative reply thereto, together with the annexed Memorandum of Understanding, shall constitute an Agreement between our two Governments on this matter which shall enter into force on date of Your Excellency's affirmative reply."

I have further the honour to inform Your Excellency that the proposed Agreement and the Memorandum of Understanding attached to Your Excellency's Note are acceptable to the Government of Israel which considers Your Excellency's Note, the Memorandum of Understanding and this reply to constitute an agreement between the two Governments, entering into force on the date of this Note.

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

GOLDA MEIR

His Excellency
Mr. WALWORTH BARBOUR
Ambassador of the United States of America

ARGENTINA

Army Mission

Agreement amending the agreement of August 2, 1960.
Effected by exchange of notes
Signed at Buenos Aires January 8 and June 7, 1962;
Entered into force June 7, 1962.

The American Chargé d'Affaires ad interim to the Argentine Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
Buenos Aires, January 8, 1962

No. 89

EXCELLENCY:

I have the honor to address Your Excellency with reference to the Agreement between the Government of Argentina and the Government of the United States of America, signed at Buenos Aires on August 2, 1960, [1] and providing for the constitution of a United States Army Mission to the Argentine Republic.

I refer specifically to the final sentence of Article 18 of that Agreement, reading as follows:

> "The household effects, furniture, automobile, etc., brought into Argentina by members of the Mission may not be disposed of in Argentine territory without express authorization and payment of the appropriate taxes."

Inasmuch as this foregoing sentence appears to conflict with the provisions of Article 16, of the same Agreement, it is proposed that the foregoing sentence be deleted from Article 18 of that Agreement.

I shall appreciate Your Excellency's advising me whether the Argentine Government is in agreement with the foregoing deletion from the text of the Agreement of August 2, 1960. In the event of an affirmative reply, the Government of the United States will consider this note and the reply of the Argentine Ministry of Foreign Affairs and Worship as constituting an amendment to the Agreement of August 2, 1960 referred to above.

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[1] TIAS 4546; 11 UST 1934.

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

HENRY A. HOYT
Chargé d'Affaires ad interim

His Excellency
MIGUEL ANGEL CÁRCANO,
Minister of Foreign Affairs and Worship,
Buenos Aires

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

MINISTERIO DE
RELACIONES EXTERIORES Y CULTO

BUENOS AIRES, *7 de junio de 1962.–*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de la nota N° 89 de fecha 8 de enero de 1962, suscripta por S. E. el señor Encargado de Negocios a.i., Ministro Consejero D. HENRY A. HOYT, la que, traducida textualmente dice así:

"Excelencia:

Tengo el honor de dirigirme a Vuestra Excelencia con respecto al Acuerdo entre el Gobierno Argentino y el de los Estados Unidos de América, firmado en Buenos Aires el 2 de agosto de 1960, por el que se dispone la constitución de una Misión del Ejército de los Estados Unidos en la República Argentina.

Me refiero específicamente a la frase final del Artículo 18 de ese Acuerdo, que dice lo siguiente:

> "Los enseres domésticos, bienes muebles, automóvil, etc., introducidos por los miembros de la Misión, no podrán ser enajenados en territorio argentino, salvo autorización expresa y mediante el pago de los gravámenes que correspondieren".

Dado que la frase que antecede parece contraria a las disposiciones del Artículo 16 del mismo Acuerdo, se propone que la frase precedente se suprima del Artículo 18 del Acuerdo.

Agradecería a Vuestra Excelencia se sirviera hacerme saber si el Gobierno Argentino consiente en la supresión de dicha frase del texto del Acuerdo del 2 de agosto de 1960. En caso de ser afirmativa la respuesta, el Gobierno de los Estados Unidos considerará esta nota y la contestación del Ministerio de Relaciones Exteriores y Culto de la Argentina como constituyendo una modificación de dicho Acuerdo del 2 de agosto de 1960.

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

Fdo.: HENRY A. HOYT

Al manifestar a Vuestra Excelencia la conformidad del Gobierno Argentino a los términos de la nota transcripta, que constituye una modificación al Acuerdo suscripto el 2 de agosto de 1960, me complazco en reiterarle las seguridades de mi más alta y distinguida consideración.

BONIFACIO DEL CARRIL

A Su Excelencia el señor
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
D. ROBERT MCCLINTOCK.
Buenos Aires

Translation

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *June 7, 1962*

MR. AMBASSADOR:

I have the honor to address Your Excellency in order to acknowledge receipt of note No. 89 dated January 8, 1962, signed by His Excellency Minister Counselor Henry A. Hoyt, Chargé d'Affaires ad interim, which in translation reads as follows:

[For the English language text of the note, see *ante*, p. 1376.]

I inform Your Excellency that the Argentine Government agrees to the terms of the note transcribed, which constitutes an amendment to the Agreement signed on August 2, 1960, and I take pleasure in renewing to you the assurances of my highest and most distinguished consideration.

BONIFACIO DEL CARRIL

His Excellency
ROBERT MCCLINTOCK,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Buenos Aires.

GREECE

Maritime Matters: Use of Greek Ports and Territorial Waters by the N.S. *Savannah*

Agreement effected by exchange of notes
Signed at Athens April 23 and 24, 1962;
Entered into force April 24, 1962.

The American Ambassador to the Greek Minister of Foreign Affairs

No. 279 ATHENS, *April 23, 1962*

EXCELLENCY:

I have the honor to attach as an Annex to this Note the text which has resulted from communications and discussions between representatives of our two Governments regarding the use of Greek ports and territorial waters by the N.S. Savannah.

I have the honor to propose that if the provisions of the attached Annex are acceptable to your Government, this Note and its attached Annex and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

HENRY R. LABOUISSE

Enclosure: Text of Agreement

His Excellency
EVANGHELOS AVEROFF-TOSSIZZA,
Minister of Foreign Affairs,
Athens.

Agreement Between the Royal Hellenic Government and the Government of the United States of America on The Use of Greek Ports By The N.S. SAVANNAH

The Royal Hellenic Government and the Government of the United States of America (referred to herein as the United States), having

a mutual interest in the peaceful uses of Atomic Energy, including its application to the merchant marine, have agreed as follows:

Article I. Entry of the N.S. SAVANNAH into ports of Greece and territorial waters of Greece.

(a) Entry of the N.S. SAVANNAH (referred to herein as the ship) into Greek ports and territorial waters and the use thereof shall be subject to the prior approval of the Royal Hellenic Government.

(b) The visits of the ship to Greek ports and territorial waters shall be guided by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention as proposed by the 1960 London Conference [1] and the proposed Annex C to the Convention, [2] being the Recommendations Applicable to Nuclear Ships.

Article II. Safety Assessment.

(a) To enable the Royal Hellenic Government to consider the grant of approval for entry and use of Greek ports and territorial waters by the ship, the Government of the United States shall provide a Safety Assessment prepared in accordance with Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention of 1960 and in accordance with Recommendation 9 of Annex C of that Convention. [2]

(b) The conduct of environmental surveys will be the responsibility of the Royal Hellenic Government with assistance from the United States as mutually agreed.

(c) As soon as practicable after receipt of the Safety Assessment, the Royal Hellenic Government shall notify the Government of the United States that the ship can be operated in the ports and territorial waters of Greece in Accordance with this Agreement and the mutually accepted Safety Assessment.

Article III. Ports and Special Control

The Royal Hellenic Government shall determine the port or ports to be visited and will designate the authorities responsible for acceptance arrangements and for special control under Regulation 11 of Chapter VIII of the proposed SOLAS Convention.

Article IV. Port Arrangements.

(a) Appropriate authorities of the Royal Hellenic Government shall make arrangements for entrance of the ship into Greek ports and the use thereof.

[1] Done at London June 17, 1960. Ratified by the President of the United States of America May 11, 1962, but not in force at the time of this publication. For the text thereof, see S. Ex. Doc. K, 87th Cong., 1st sess.

[2] Should read "Annex C to the Final Act of the International Conference on Safety of Life at Sea, 1960."

(b) Local authorities shall take all necessary measures for offship fire and police protection, crowd control and the general preparation of berthing facilities in the harbor with respect to acceptance of the ship.

(c) Control of public access to the ship shall be the responsibility of the Master of the ship. Special arrangements relating to such control shall be developed by the Master with the concurrence of appropriate port authority.

(d) The Master shall comply with local regulations existing at the time the ship enters port so long as these regulations are not inconsistent with the Safety Assessment of the nuclear plant.

Article V. Inspection.

While the ship is within Greek territorial waters, the designated authorities shall have reasonable inspection access to the ship and its operating records and program data for purposes of determining whether the ship has been operating in accordance with the operating manual of the ship.

Article VI. Radioactive Materials.

(a) The Government of the United States shall ensure that no disposal of radioactive liquid or solid wastes shall take place from the ship while she is within the territorial waters of Greece without the specific prior approval of the appropriate authorities of the Royal Hellenic Government.

(b) Any ship's cargo of a radioactive nature for delivery to Greece or for shipment from Greece shall be documented and handled in conformance with normal Greek customs procedures.

Article VII. Maintenance and Servicing.

The use of contractors for maintenance, repair and servicing of the nuclear equipment on the ship in Greek territorial waters shall be restricted to those contractors having the approval of appropriate Greek authorities for the rendering of such services.

Nothing in the present Article will be construed to mean that the Royal Hellenic Government renounces its sovereign right of forbidding the servicing and maintenance of the ship in Greek waters if this is incompatible with public safety.

Article VIII. Casualties.

A report, such as is required by Chapter VIII Regulation 12 of the Safety of Life at Sea Convention of 1960, shall be made to the appropriate authorities by the Master of the ship in the event of any accident, likely to lead to an environmental hazard, while the ship is in or is approaching the territorial waters of Greece.

Article IX. Legal Actions.

In any legal action or proceeding brought in person against the United States in a Greek court of competent jurisdiction, on account of any nuclear incident caused by the ship in Greek ports and Greek territorial waters or where damage arising out of or resulting from a nuclear incident caused by the ship is sustained in Greece, the United States agrees not to interpose the defense of sovereign immunity and to submit to the jurisdiction of such court and in such case the United States will not seek to invoke the provisions of the Greek law or any other law relating to the limitation of shipowner's liability.

Nothing in this Article will prevent Greek citizens or other persons domiciled in Greece, who are victims of a nuclear incident as referred to in this Agreement, or their heirs, from claiming damage or compensation in accordance with applicable law by suit in a court of the United States. However, no suit by those concerned, as defined in this Agreement, can be filed with a United States court if a similar suit is already pending before a Greek court, unless and until the procedure having thus been initiated has come finally to an end for any reason or cause whatsoever, in conformity with rules of procedure being applied by Greek courts.

Article X. Indemnification.

The United States represents that there is an agreement in effect between the U.S. Atomic Energy Commission and the U.S. Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 [1] (Public Law 83–703), [2] as amended by the Public Law 85–256 and Public Law 85–602, [1] has agreed to indemnify the U.S. Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the ship in the amount of $500 million including the reasonable costs of investigating and settling claims and defending suits for damage. This sum represents the maximum amount for which the United States will be liable for a single nuclear incident involving the ship in conformity with Article IX. The terms "person indemnified," "public liability" and "nuclear incident" have the same meaning herein as in the definitions of those terms as found in Section 11 of the Atomic Energy Act of 1954, as amended, (U.S. Code, Title 42, Section 2014).

In the event of a nuclear incident, as referred to in this Agreement, the Royal Hellenic Government reserves the soverign right to negotiate with the United States on behalf of Greek citizens or other persons

[1] 71 Stat. 576, 72 Stat. 525; 42 U.S.C. § 2210 (a)–(*l*).

[2] 68 Stat. 919; 42 U.S.C. § 2011 note.

domiciled in Greece at the time of the incident and who sustain damage as a result thereof, or on behalf of their heirs, with a view to receiving a total sum of indemnification for allotment to such persons or heirs by the Royal Hellenic Government. In such negotiations, the question of liability and amount of damage shall be subject to the mutual agreement of the two Governments in accordance with general principles of international law.

Article XI. Continuance of Indemnification.

If the above indemnification of the U.S. Maritime Administration should for any reason terminate, the United States agrees that it will not cause or permit the entry of the ship into any Greek port unless there shall be in effect either (1) an agreement of indemnification entered into by the U.S. Atomic Energy Commission under the authority of Section 170 of the Atomic Energy Act of 1954, as amended, and affording a no less favorable measure of indemnification to that described above; or (2) an agreement of indemnification in some form acceptable to the Royal Hellenic Government.

Article XII. Termination.

Either Government may terminate this agreement by giving no less than 180 days notice to the other.

Article XIII. Term of Agreement.

In the event of entry into force of any general multilateral Convention relating to the safety and operating procedures or third party liability of nuclear powered merchant ships by which both Governments become bound, the present Agreement shall be amended.

The Greek Minister of Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES AFFAIRES ÉTRANGÈRES

N° G216–13 ATHENS, *April 24, 1962.*

EXCELLENCY:

I have the honour to acknowledge the receipt of your letter of April 23, 1962, the text of which reads as follows:

"I have the honour to attach as an Annex to this Note the text which has resulted fron communications and discussions between representatives of our two Governments regarding the use of Greek ports and territorial waters by the N.S. Savannah.

I have the honour to propose that if the provisions of the attached Annex are acceptable to your Government, this Note and its attached Annex and Your Excellency's reply concurring therein shall constitute

an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

I have the honour to confirm that the provisions of the Annex attached to your letter are acceptable to the Government of Greece and therefore agree that Your Excellency's letter, its attached Annex and the present reply shall be regarded as constituting an agreement between our two Governments.

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

E AVEROFF TOSSIZZA

His Excellency
HENRY R. LABOUISSE
Ambassador of the United States of America
Athens

ARGENTINA

Tracking Stations: Continuation and Extension of Cooperative Program

Agreement effected by exchange of notes
Signed at Buenos Aires March 16, 1962;
Entered into force March 16, 1962.

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

No. 117 BUENOS AIRES, *March 16, 1962*

EXCELLENCY:

I have the honor to refer to the cooperative program initiated and conducted by organizations of our two countries during the International Geophysical Year (IGY) 1957–1958 under which an optical satellite tracking station was established at Villa Dolores, Córdoba Province, Argentina in cooperation with the Government of the Argentine Republic.

The Villa Dolores station is one of twelve such stations placed in cooperating countries and the United States of America to form a world-wide network for the acquisition of scientific data for reduction and analysis.

The Villa Dolores station has continued to operate since the close of the International Geophysical Year on December 31, 1958, at first informally and, since October 23, 1959, under an arrangement between the Smithsonian Institution and the Observatorio Astronómico of the Universidad Nacional de Córdoba.

In view of the resulting mutual benefits, the Government of the United States of America proposes that this cooperative program at Villa Dolores be continued and extended.

The purpose of the continuation and extension of such cooperation would be to increase the scientific knowledge of outer space, primarily through the precision tracking of earth satellites.

It is proposed that the program be carried out in accordance with the following principles and procedures:

1. The program shall be conducted by a Cooperating Agency designated by each Government.

The Cooperating Agency for the Government of the United States will be the Smithsonian Institution.

The Cooperating Agency for the Argentine Government will be the Comisión Nacional de Investigaciones Espaciales.

2. In connection with the station to be operated under the program, the Cooperating Agencies shall enter into an implementing arrangement setting forth the responsibility for land and buildings, and for any additional construction contemplated; the conditions under which scientific equipment and supplies necessary for the operation of the station will be provided; the basis for staffing of the station; and details concerning other matters relating to the station.

3. Each Cooperating Agency shall provide to the other, from the data acquired through the operation of the station, such reduced scientific data as the other Agency may request for scientific studies it may wish to carry out.

The results of all such studies shall be made available to both Agencies.

4. The station may be used for independent scientific activities of the Argentine Government, it being understood that such activities will be conducted so as not to conflict with the agreed schedules of station operations and that any additional operating costs resulting from such independent activities will be borne by the Argentine Government.

5. Each Government shall retain title to any movable property it may provide for use in connection with the station and shall have the right to remove or dispose of any such property, at its own expense, upon termination of the Agreement or sooner, providing thirty (30) days written notice is given to the Cooperating Agency of the other Government.

It is understood that no advance notice need be given in the case of any such property removed temporarily for repairs and maintenance, either in the Argentine Republic or abroad.

6. (a) The Argentine Government shall take the necessary steps to facilitate the admission into the Republic of Argentina of such non-Argentine personnel as may be assigned to visit or participate in the cooperative activities provided for in the Agreement. Upon assignment their names and related information shall be promptly communicated to the Argentine Government by the Government of the United States.

(b) Nominal amounts of personal effects of the non-Argentine personnel assigned to Argentina under the program may be brought into and removed from Argentina free of all taxes and duties.

The period for free entry of personal effects shall extend only to six months after that person and his family arrive at the station.

Effects shall not be sold or otherwise disposed of in Argentina except under conditions approved by the Argentine Government.

The free entry privilege shall not extend to the entry of any private automobile belonging to a member of the station.

(c) The presence in Argentina of non-Argentine personnel assigned by the United States Cooperating Agency under the program shall not constitute either residence or domicile therein and shall not subject such personnel to taxation, either on income or property.

7. The Argentine Government shall take the necessary steps to facilitate the admission into the Republic of Argentina of all items of property, including equipment, supplies and materials, provided by the United States of America in connection with activities under this Agreement.

The Argentine Government shall be given advance notice of the contents and the place and date of arrival of any shipment of such items of property.

No duties, taxes, or other charges shall be imposed on such items by the Argentine Government or any subdivisions thereof.

8. This Agreement shall continue in force, subject to the availability of funds, until June 30, 1970 and for an indefinite period thereafter, until six months after the receipt by either Government of written notice of the intention of the other Government to terminate it.

If the aforementioned principles and procedures are acceptable to the Government of the Argentine Republic, I 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 on this matter which shall enter into force on the date of Your Excellency's note in reply.

Accept Excellency, the renewed assurances of my highest consideration.

ROBERT MCCLINTOCK

His Excellency
Doctor MIGUEL ANGEL CARCANO,
Minister of Foreign Affairs and Worship,
Buenos Aires.

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

MINISTERIO DE
RELACIONES EXTERIORES Y CULTO

BUENOS AIRES, *16 de Marzo de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su nota N° 117 de fecha 16 de marzo de 1962 la que, traducida textualmente, dice así:

"Excelencia:

Tengo el honor de referirme al programa de cooperación iniciado y dirigido por organismos de nuestros dos países durante el Año Geofísico Internacional (AGI) 1957–1958, dentro del cual se estableció en Villa Dolores, Provincia de Córdoba, en cooperación con el Gobierno argentino, una estación de detección óptica de satélites.

La estación de Villa Dolores es una de doce estaciones similares instaladas en países cooperadores y en los Estados Unidos a fin de formar una red mundial para la obtención de datos científicos para su resumen y análisis.

La estación de Villa Dolores ha continuado operando desde la terminación del Año Geofísico Internacional el 31 de Diciembre de 1958, primero extraoficialmente y luego, desde el 23 de octubre de 1959, de conformidad con un arreglo entre la Smithsonian Institution y el Observatorio Astronómico de la Universidad Nacional de Córdoba.

En vista de los resultados mutuamente beneficiosos, el Gobierno de los Estados Unidos propone se prosiga y amplíe ese programa de cooperación de Villa Dolores.

El propósito de la continuación y ampliación de esa cooperación sería el de acrecentar el conocimiento científico del espacio interplanetario, principalmente mediante la detección precisa de satélites terrestres.

Se sugiere que el programa se cumpla de acuerdo con los principios y procedimientos siguientes:

1. – El programa será dirigido por un Organismo de Cooperación designado por cada Gobierno.

El Organismo de Cooperación por el Gobierno de los Estados Unidos de América será la "Smithsonian Institution".

El Organismo de Cooperación por el Gobierno argentino será la Comisión Nacional de Investigaciones Espaciales.

2. – Con respecto a la estación que funcionará según dicho programa, los Organismos de Cooperación celebrarán un acuerdo para la ejecución de dicho programa, disponiendo la responsabilidad respecto a terreno y edificios y cualquier otra construcción suplementaria contemplada; las condiciones bajo las cuales se suministrará el equipo científico y material necesario para el funcionamiento de la estación; la base para dotar de personal a la estación; y detalles relativos a otros asuntos referentes a la misma.

3. – Cada Organismo de Cooperación proporcionará al otro, de los datos obtenidos a través del funcionamiento de la estación, los datos científicos resumidos que el otro Organismo solicite para los estudios científicos que desee realizar.

Los resultados de todos esos estudios serán puestos a disposición de ambos Organismos.

4. – La estación puede utilizarse para actividades científicas independientes por parte del Gobierno argentino, quedando en-

tendido que tales actividades serán realizadas en forma de no obstaculizar los programas convenidos para las operaciones de la estación y que todo costo adicional de operación resultante de tales actividades independientes, será sufragado por el Gobierno argentino.

5. – Cada Gobierno retendrá su derecho de propiedad sobre todo bien mueble que porporcione para su uso con respecto a la estación y tendrá derecho de retirar y disponer de cualesquiera de tales bienes, a expensa propia, al terminar el Acuerdo o antes, siempre que se dé aviso por escrito con treinta (30) días de anticipación al Organismo de Cooperación de la Contraparte.

Queda entendido que no es preciso dar tal preaviso cuando sólo se trata de retirar, momentáneamente, tales bienes, para su reparación y mantenimiento, ya sea en la República Argentina o en el exterior.

6. – (a) El Gobierno argentino adoptará las medidas necesarias para facilitar la entrada en la República Argentina del personal no argentino que se asigne para visitar o participar en las actividades cooperativas establecidas por el Acuerdo. Al hacerse tales designaciones los nombres respectivos y antecedentes pertinentes serán comunicados inmediatamente al Gobierno argentino por el Gobierno de los Estados Unidos.

(b) Podrán traerse a la Argentina y retirar del país, libres de todo derecho e impuesto, cantidades nominales de efectos personales del personal no argentino asignado a la Argentina en virtud de dicho programa.

El período de entrada libre de efectos personales sólo se prolongará hasta seis meses después de la llegada a la estación de la respectiva persona y su familia.

Tales efectos personales no se venderán ni se dispondrá de ellos en otra forma en la Argentina, excepto bajo condiciones aprobadas por el Gobierno argentino.

Tal franquicia no incluirá la entrada de cualquier automóvil particular perteneciente a un miembro de la estación.

(c) La presencia en la Argentina de personal no argentino designado por el Organismo estadounidense de Cooperación en virtud del programa, no constituirá ni residencia ni domicilio en el país y no sujetará al personal respectivo al pago de impuesto a los réditos o a la propiedad.

7. – El Gobierno argentino adoptará las medidas necesarias para facilitar la entrada en la República Argentina de todo artículo de propiedad, inclusive equipo, suministros y materiales, proporcionados por los Estados Unidos de América en relación con actividades en virtud del presente Acuerdo.

El Gobierno argentino será informado por adelantado del contenido, lugar y fecha de llegada de todo embarque de tales artículos.

Ni el Gobierno argentino ni ninguna dependencia del mismo aplicará derecho, impuesto o tasa alguna sobre tales artículos.

8. – Dicho Acuerdo permanecerá en vigor, con sujeción a la disponibilidad de fondos hasta el 30 de junio de 1970, y seguirá por un período indefinido, hasta seis meses después del recibo por cualquiera de los dos Gobiernos de una notificación por escrito de la intención del otro Gobierno de darlo por terminado.

Si los principios y procedimientos que anteceden son aceptables para el Gobierno de la República Argentina, tengo el honor de proponer que esta nota y la nota de Vuestra Excelencia en respuesta a tal efecto constituyan un acuerdo al respecto entre nuestros dos Gobiernos, que entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia.

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

Fdo.: ROBERT MCCLINTOCK

Al manifestar a Vuestra Excelencia la conformidad del Gobierno argentino a los términos de la nota transcripta, que constituye un acuerdo entre nuestros dos Gobiernos, me complazco en reiterarle los sentimientos de mi más alta y distinguida consideración.

M A CÁRCANO

A Su Excelencia el señor
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
D. ROBERT MCCLINTOCK.
Buenos Aires

Translation

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *March 16, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 117 dated March 16, 1962, which reads as follows in translation:

[For the English language text of the note, see *ante*, p. 1385.]

On informing Your Excellency that the Argentine Government agrees to the terms of the note transcribed above, which constitutes an agreement between our two Governments, I take pleasure in renewing to you the assurances of my highest and most distinguished consideration.

M A CÁRCANO

His Excellency
ROBERT MCCLINTOCK,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.

TIAS 5100

FOOD AND AGRICULTURE ORGANIZATION (FAO)

Peace Corps Program: Use of Volunteers in FAO-Sponsored Projects

Agreement effected by exchange of letters
Signed at Rome March 23 and 29, 1962;
Entered into force March 29, 1962.

The Director-General of the Food and Agriculture Organization to the Secretary of State

ORGANISATION DES NATIONS UNIES POUR L'ALIMENTATION ET L'AGRICULTURE

ORGANIZACION DE LAS NACIONES UNIDAS PARA LA AGRICULTURA Y LA ALIMENTACION

F A O
FIAT PANIS

FOOD AND AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS

Viale delle Terme di Caracalla
ROME

MAR. 23 1962

EXCELLENCY,

I have the honour to refer to conversations between your representative, Mr. Franklin Williams, and my officers with respect to the use of the United States Peace Corps volunteers in projects sponsored by the Food and Agriculture Organization of the United Nations.

In particular it is agreed that, as a first step, a selected number of Peace Corps volunteers should now be trained for assignments in field projects certified by the Food and Agriculture Organization as eligible for the utilization of volunteers. Pending the establishment of any more general basis for such operations, now under discussion before the United Nations, I would propose to you that this letter should serve as an agreement between the Government of the United States and this Organization concerning the assignment of Peace Corps volunteers. I feel sure that its provisions will be carried out in a spirit of friendly cooperation.

General Aims and Procedure

1. The United States Peace Corps (hereinafter referred to as the Peace Corps) is prepared to cooperate in achieving the aims and purposes of the Food and Agriculture Organization of the United Nations (hereinafter referred to as the Organization) by assigning for temporary duty volunteers to the Organization to assist in carrying out Organization-sponsored projects.

2. The Peace Corps volunteers shall be recruited, trained, administered and serviced by the Peace Corps, but assigned to the Organization for work in Organization-sponsored projects.

3. The Organization will forward requests to the Peace Corps for volunteers, together with necessary descriptions of the project for which the volunteers are to be assigned. The Peace Corps shall tentatively advise the Organization, within a reasonable time after the receipt of such requests, of the projects for which volunteers will be assigned. The Peace Corps shall also advise the Organization with respect to those projects for which volunteers will not be assigned. Where the Peace Corps has agreed to assign volunteers for a project, the Organization will give the Peace Corps a detailed project description, including a listing of equipment, such as tools, apparatus and vehicles, that will be required by the volunteers to effectively carry out their work in a specific project. If, following consideration of the detailed description, the Peace Corps decides that it will assign volunteers to the project, the Peace Corps will thereupon immediately initiate the selection and training of volunteers for that project and inform the Organization of the equipment that will be made available to the volunteers.

4. The Organization will undertake to obtain the consent of the host Government for the use of volunteers in Organization-sponsored projects, it being understood that the Organization shall not be held responsible for the withdrawal of such consent at any time. The Organization will participate in negotiations with the host Government for the duty-free import of such equipment as it has requested the Peace Corps to provide for the volunteers. Final project approval will be conditional on satisfactory arrangements with the host Government.

5. The Peace Corps will be responsible for the physical arrangements and welfare of the volunteers and shall consider any recommendations made by the Organiaation or its representatives. The Organization shall assist, wherever feasible, in the negotiations for such arrangements with the host country. The Peace Corps shall inform the Organization of the final arrangements made in this regard.

Peace Corps Responsibilities

6. In order to maintain a high standard of efficiency for Peace Corps volunteers assigned to the Organization-sponsored projects, the Peace Corps undertakes to ensure that such volunteers enjoy excellent health and to provide such volunteers with appropriate training in the customs, tradition, history and language of the host country. The Peace Corps further agrees to provide sufficient time during such training for necessary briefing of volunteers by representatives of the Organization and further agrees to distribute to the volunteers suitable literature provided by the Organization.

7. The Peace Corps agrees to invite the participation of the Director of the North American Regional Office of the Organization or his nominee in the selection of the volunteers. Volunteers are to be selected on the basis of skills and training commensurate with the needs of a specified project.

8. Where special training of volunteers for individual projects appears necessary, the Organization may arrange such training at the expense of the Peace Corps, subject to prior negotiations in each case.

9. The United States Government will supply up to $1,000 worth of equipment for each volunteer as may be necessary for the effective functioning of the volunteer in the project.

10. The United States Government retains the right to terminate the services of the volunteers and the volunteers retain the right to resign.

The Organization's Authority with respect to Peace Corps Volunteers

11. While volunteers will be subject to the jurisdiction of the Peace Corps with respect to their terms of service, they will be subject, in matters of performance of their official duties, to the authority of the Organization's representative in the project in which they are working. It is further understood that in some instances they may be subject to the supervision, in the conduct of their work, of officers of the host Government.

12. Volunteers will be entitled to two and a half days annual leave for every completed month of service and will also be allowed reasonable periods of sick leave. The granting of annual leave shall require the prior approval of the Organization's representative.

13. Following assignment to the Organization, the Organization shall have the right to assign to the volunteers duties and functions which employ them to the maximum advantage, having due regard to their qualifications and experience.

14. In the event of unsatisfactory work or conduct, the Organization's representative shall be authorized to require termination of

the assignment of a volunteer after having given appropriate notice to the authority designated for such purpose by the Peace Corps. It is further understood that where the host Government requests the removal of a Peace Corps volunteer, the Organization's representative may require immediate termination.

15. In cases of emergency the Organization's representative is authorized to act at his discretion to provide for either evacuation, medical care or hospitalization without prior notice or consent of the Peace Corps, and the Peace Corps agrees to reimburse the Organization for the expenses involved.

16. The Organization shall report periodically to the Peace Corps on the work of the volunteer and his usefulness to the project. A termination report will also be submitted to the Peace Corps by the Organization.

General Conditions

17. The Peace Corps volunteers assigned to the Organization shall in no way be considered as agents or staff members of the Organization and, except as otherwise provided by bilateral agreements between the Peace Corps and the host Government, shall not be entitled to any privileges, immunities, compensation or reimbursements; nor shall they be authorized to commit the Organization to any expenditure or other obligation.

18. The Organization assumes no financial responsibilities concerning the Peace Corps volunteers. The Organization will advise the Peace Corps from time to time on any expenditure which may be considered necessary in the interest of the proper utilization of volunteers and request reimbursement.

19. The terms and conditions of this agreement may be modified by mutual consent of the Organization and the United States Government by a further exchange of letters. It is envisaged that the model agreement relating to the assignment of volunteers for service in projects of the United Nations and its Specialized Agencies, now under consideration before the Consultative Committee on Administrative Questions, may necessitate a modification of the terms of the present agreement.

20. This agreement shall continue in force until such time as it is terminated by a three-month written notice by either the United States Government or the Organization.

If the United States Government is in agreement with the contents of this letter I would suggest that this letter and your letter of ac-

knowledgement be considered as the formal acceptance of this agreement.

Accept, Excellency, the assurances of my highest consideration.

B R SEN

B.R. Sen
Director-General

The Honorable
THE SECRETARY OF STATE
Washington, D.C., U.S.A.

The American Counselor of Embassy for Economic Affairs (FAO Liaison Officer) to the Director-General of the Food and Agriculture Organization

ROME, *March 29, 1962.*

EXCELLENCY:

I have the honor to refer to Your Excellency's letter of March 23, 1962, which reads as follows:

"I have the honour to refer to conversations between your representative, Mr. Franklin Williams, and my officers with respect to the use of the United States Peace Corps volunteers in projects sponsored by the Food and Agriculture Organization of the United Nations.

"In particular it is agreed that, as a first step, a selected number of Peace Corps volunteers should now be trained for assignments in field projects certified by the Food and Agriculture Organization as eligible for the utilization of volunteers. Pending the establishment of any more general basis for such operations, now under discussion before the United Nations, I would propose to you that this letter should serve as an agreement between the Government of the United States and this Organization concerning the assignment of Peace Corps volunteers. I feel sure that its provisions will be carried out in a spirit of friendly cooperation.

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3. The Organization will forward requests to the Peace Corps for volunteers, together with necessary descriptions of the project for which the volunteers are to be assigned. The Peace Corps shall tentatively advise the Organization, within a reasonable time after the receipt of such requests, of the projects for which volunteers will be assigned. The Peace Corps shall also advise the Organization with respect to those projects for which volunteers will not be assigned. Where the Peace Corps has agreed to assign volunteers for a project, the Organization will give the Peace Corps a detailed project description, including a listing of equipment, such as tools, apparatus and vehicles, that will be required by the volunteers to effectively carry out their work in a specific project. If, following consideration of the detailed description, the Peace Corps decides that it will assign volunteers to the project, the Peace Corps will thereupon immediately initiate the selection and training of volunteers for that project and inform the Organization of the equipment that will be made available to the volunteers.

4. The Organization will undertake to obtain the consent of the host Government for the use of volunteers in Organization-sponsored projects, it being understood that the Organization shall not be held responsible for the withdrawal of such consent at any time. The Organization will participate in negotiations with the host Government for the duty-free import of such equipment as it has requested the Peace Corps to provide for the volunteers. Final project approval will be conditional on satisfactory arrangements with the host Government.

5. The Peace Corps will be responsible for the physical arrangements and welfare of the volunteers and shall consider any recommendations made by the Organization or its representatives. The Organization shall assist, wherever feasible, in the negotiations for such arrangements with the host country. The Peace Corps shall inform the Organization of the final arrangements made in this regard.

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sentatives of the Organization and further agrees to distribute to the volunteers suitable literature provided by the Organization.

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8. Where special training of volunteers for individual projects appears necessary, the Organization may arrange such training at the expense of the Peace Corps, subject to prior negotiations in each case.

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14. In the event of unsatisfactory work or conduct, the Organization's representative shall be authorized to require termination of the assignment of a volunteer after having given appropriate notice to the authority designated for such purpose by the Peace Corps. It is further understood that where the host Government requests the removal of a Peace Corps volunteer, the Organization's representative may require immediate termination.

15. In cases of emergency the Organization's representative is authorized to act at his discretion to provide for either evacuation, medical care or hospitalization without prior notice or consent of the Peace Corps, and the Peace Corps agrees to reimburse the Organization for the expenses involved.

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"General Conditions

17. The Peace Corps volunteers assigned to the Organization shall in no way be considered as agents or staff members of the Organization and, except as otherwise provided by bilateral agreements between the Peace Corps and the host Government, shall not be entitled to any privileges, immunities, compensation or reimbursements; nor shall they be authorized to commit the Organization to any expenditure or other obligation.

18. The Organization assumes no financial responsibilities concerning the Peace Corps volunteers. The Organization will advise the Peace Corps from time to time on any expenditure which may be considered necessary in the interest of the proper utilization of volunteers and request reimbursement.

19. The terms and conditions of this agreement may be modified by mutual consent of the Organization and the United States Government by a further exchange of letters. It is envisaged that the model agreement relating to the assignment of volunteers for service in projects of the United Nations and its Specialized Agencies, now under consideration before the Consultative Committee on Administrative Questions, may necessitate a modification of the terms of the present agreement.

20. This agreement shall continue in force until such time as it is terminated by a three-month written notice by either the United States Government or the Organization.

"If the United States Government is in agreement with the contents of this letter I would suggest that this letter and your letter of acknowledgement be considered as the formal acceptance of this agreement.

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

In reply I have the honor to state that the proposals contained in your letter are acceptable to the Government of the United States and that, in accordance therewith, Your Excellency's letter and this reply shall constitute an agreement between the Food and Agriculture Or-

ganization and the Government of the United States, the agreement to enter into force on the date of this reply.

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

Sincerely yours,

H GARDNER AINSWORTH

H. Gardner Ainsworth
Counselor of Embassy
for Economic Affairs
(FAO Liaison Officer)

The Honorable
B. R. SEN,
Director-General,
FAO,
Rome, Italy.

CANADA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of June 15, 1955, as amended.
Signed at Washington May 25, 1962;
Entered into force July 12, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION CONCERNING CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA

The Government of the United States of America and the Government of Canada,

Desiring to amend the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of Canada signed at Washington on June 15, 1955 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on June 26, 1956, [2] as modified by the Agreement signed at Washington on May 22, 1959, [3] and as amended by the Agreement signed at Washington on June 11, 1960, [4]

Agree as follows:

ARTICLE I

The first two sentences of Article VI A of the Agreement for Cooperation, as amended, are amended to read as follows:

"The Commission will sell, lease, or, subject to required governmental authorizations, loan to Atomic Energy of Canada Limited, a wholly-owned corporation of the Government of Canada, under such terms and conditions as may be agreed, such quantities of uranium enriched in the isotope U-235 as may be required in the power reactor program in Canada during this period, subject to any limitations in connection with the quantities of such material available for such distribution by the Commission during any year, and

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[1] TIAS 3304; 6 UST 2595.
[2] TIAS 3771; 8 UST 275.
[3] TIAS 4271; 10 UST 1293.
[4] TIAS 4518; 11 UST 1780.

subject to the limitation that the quantity of uranium enriched in the isotope U-235 of weapon quality under the jurisdiction of the Government of Canada by reason of transfer under this Agreement shall not, in the opinion of the Commission, be of military significance. It is agreed that the uranium enriched in the isotope U-235 which the Commission will sell, lease, or loan to Atomic Energy of Canada Limited under this Article will be limited to uranium enriched in the isotope U-235 up to a maximum of 20 percent U-235; provided, however, the Commission may, upon request and in its discretion, make a portion of the foregoing enriched uranium available under this Article at a higher enrichment when there is a technical or economic justification for such a transfer."

ARTICLE II

The following new Article shall be inserted after Article VI of the Agreement for Cooperation, as amended:

"ARTICLE VI bis

"Materials for Conversion or Fabrication

"In addition to transfers under Articles III and VI and subject to the limitations contained in Article VI A, the Commission may transfer to Atomic Energy of Canada Limited or Eldorado Mining and Refining Limited, wholly-owned Corporations of the Government of Canada, under such terms and conditions as may be agreed, special nuclear material for performance in Canada of conversion or fabrication services, or both, and subsequent return to the United States or transfer to another nation or group of nations with which the Government of the United States has an Agreement for Cooperation within the scope of which such subsequent transfer falls."

ARTICLE III

Article XI C of the Agreement for Cooperation, as amended, is amended as follows:

1. The comma is deleted after the word "nation" as said word first appears and the phrase "or group of nations," is inserted directly thereafter.
2. The period is deleted at the end of the paragraph and the phrase "or group of nations." is added directly thereafter.

ARTICLE IV

Article XII B of the Agreement for Cooperation, as amended, is amended by deleting the period at the end of the paragraph and adding the phrase "or group of nations." directly thereafter.

ARTICLE V

This Amendment shall enter into force [1] on the date of receipt by the Government of Canada of a notification from the Government of the United States of America that all statutory and constitutional requirements of the Government of the United States of America for the entry into force of such Amendment have been complied with, and it shall remain in force for the period of the Agreement for Cooperation, as amended.

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

DONE at Washington, in duplicate, this twenty-fifth day of May, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOY D. KOHLER

GLENN T. SEABORG

FOR THE GOVERNMENT OF CANADA:

C S. A. RITCHIE

[1] July 12, 1962.

EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

Atomic Energy: Cooperation for Peaceful Uses

Agreement amending the agreement of November 8, 1958. Signed at Brussels and Washington May 21 and 22, 1962; Entered into force July 9, 1962.

AMENDMENT TO THE AGREEMENT FOR COOPERATION OF NOVEMBER 8, 1958

between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

WHEREAS the Government of the United States of America and the European Atomic Energy Community (Euratom) signed an Agreement for Cooperation on November 8, 1958 [1] (hereinafter referred to as the "Agreement for Cooperation") as a basis for cooperation in programs for the advancement of peaceful applications of atomic energy;

WHEREAS the Agreement for Cooperation provides for the sale of special nuclear materials to the Community;

WHEREAS the Government of the United States of America was prepared at the outset to make special nuclear materials available not only on the basis of sale but on a lease basis and would be willing to consider appropriate modifications to said Agreement should the Community's policy permit;

WHEREAS the Euratom Cooperation Act of 1958 [2] authorizes in Section 5 thereof sale or lease of special nuclear material to the Community;

WHEREAS the Community has informed the Government of the United States of America that it may desire to acquire special nuclear materials on a lease basis;

WHEREAS the Parties have agreed to provide for the lease of special nuclear materials to the Community,

The Parties agree to amend the Agreement for Cooperation as follows:

1. Article III of the Agreement for Cooperation is amended to read as follows:

   A. The United States Commission will either sell or lease, as the Euratom Commission may request, to the Community uranium enriched in the isotope U–235 for use in projects designated by the Parties pursuant to the Joint Program up to a net amount of thirty thousand (30,000) kilograms of contained U–235 in uranium provided that lease of such enriched uranium for research and development purposes shall be subject to the mutual agreement of the Parties. This net amount shall be the gross quantity of contained U–235 in uranium sold or leased to the Community less the quantity of contained U–235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America or transferred to any other nation

[1] TIAS 4173; 10 UST 75.

[2] 72 Stat. 1084; 42 U.S.C. §§ 2291, 2294.

or group of nations with the approval of the Government of the United States of America. The United States Commission will also from time to time sell or lease to the Community such quantities of special nuclear material, in addition to the quantities of enriched uranium set forth above, as may be agreed.

Any lease by the United States Commission of special nuclear material hereunder may upon request of the Euratom Commission be converted to a sale of such materials if such sale is, at the time the request is made, consistent with the applicable laws in the United States and the policy of the United States Commission with respect to the distribution of special nuclear materials outside the United States, it being understood that any such sale will not be on a deferred payment basis unless otherwise agreed.

In the event that the licensee of any power reactor brought into operation in the United States prior to December 31, 1963, is required by the United States Commission to purchase uranium enriched in the isotope U-235 to fuel such power reactor, the United States Commission will thereupon have the right to convert any lease arrangement made hereunder to a sale arrangement, provided however, that

(1) Euratom will be given advance notice of such change to the same extent as United States lessees;

(2) such sales may be on a deferred payment basis, provided however, that payments on principal must be completed

   (a) for reactors to be brought into operation by December 31, 1963, within twenty years after the reactor for which such material is provided is brought into operation or by December 31, 1983, whichever occurs earlier;

   (b) for reactors to be brought into operation by December 31, 1965, within twenty years after the reactor for which such material is provided is brought into operation or by December 31, 1985, whichever occurs earlier,

   and will consist of ten consecutive equal annual instalments or such lesser number as there are years remaining for payment, and

(3) the Parties will consult on ways to minimize the impact of such conversion.

The uranium supplied hereunder for use in reactors designed for production of electric power may be enriched up to twenty per cent (20%) by weight in the isotope U-235.

The United States Commission, however, may, upon request and in its discretion, make a portion of the foregoing enriched uranium available as material enriched up to ninety per cent (90%) for use in materials testing reactors and research reactors, each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium and as highly enriched material for use for research purposes.

B. Contracts for the sale of special nuclear materials will be concluded between the United States Commission and the Euratom Supply Agency and will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. Such contracts for the sale of enriched uranium for fueling power reactors under the Joint Program may also provide, under terms and conditions to be agreed, that payment for such enriched uranium may be made on a deferred basis. Such terms and conditions will include an obligation that the Community return to the United States Commission enriched uranium to the extent that there is default in payment. The Community will grant no rights to third parties that may be inconsistent with such obligation.

C. Contracts for lease of special nuclear material by the United States Commission to the Community will be concluded between the United States Commission and the Euratom Supply Agency and will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. It is understood and agreed that title to leased special nuclear material shall remain in the United States of America, as lessor of such material, it being represented by Euratom that retention of such title by the United States of America is not inconsistent with the Treaty establishing the European Atomic Energy Community.[1] It is further understood and agreed that subject to the retention of such title by the United States of America, and not in derogation of it, the Community shall have power and authority, pursuant to the Treaty establishing the European Atomic Energy Community, over special nuclear material leased by the United States Commission to the Community while such material is within the Community, and that the Community may exercise and enforce rights, powers and authority conferred upon the Community by the Treaty, and particularly Chapter VIII thereof, against Member States, enterprises and persons within the Community, provided, however, that such rights, powers and authority of the Community shall not be asserted

[1] 298 UNTS 169.

against or in any way infringe upon the right, title and interest of the Government of the United States of America or of the United States Commission as lessor of such materials.

D. It is agreed that the Community may distribute special nuclear materials to authorized users in the Community; the Community will retain, pursuant to the Treaty establishing the European Atomic Energy Community, title to any special nuclear material which is purchased from the United States Commission. Title to special nuclear material produced in any part of fuel sold or leased hereunder shall be in the Community.

E. The United States Commission is prepared to perform while such services are available from the Commission to its licensees in the United States, and on terms and conditions to be agreed, chemical reprocessing services with respect to any source or special nuclear material purchased by the Community from the United States under this program. When any source or special nuclear material leased under this program from the United States requires reprocessing, such reprocessing shall be performed at the discretion of the United States Commission either by the United States Commission or in other facilities acceptable to it on terms and conditions to be agreed. It is further agreed that any reprocessing by the United States Commission under this Agreement will be performed at established United States domestic prices in effect upon delivery of such material. It is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from reactors and prior to delivery to the United States Commission or other facilities. Special nuclear material and other material recoverable from material returned to the United States Commission for reprocessing will be returned to the Community unless otherwise agreed. It is anticipated that any withdrawal by the United States Commission of chemical reprocessing services will be based upon the availability of commercial facilities to meet requirements for such services at reasonable prices, including the requirements of projects in the Joint Program. The United States Commission will give written notice to the Community of non-availability of its chemical reprocessing services twelve (12) months prior to such non-availability.

F. With respect to any special nuclear material produced in reactors fueled with material obtained from the United States under this Agreement which is in excess of the need within the Community for such material for the peaceful uses of atomic energy, the International Atomic Energy Agency is granted the right of first option to purchase such material at the

announced fuel value price in effect in the United States at the time of purchase. In the event this option is not exercised by the International Atomic Energy Agency, the Government of the United States of America is prepared to purchase such material at the United States announced fuel value price in effect at the time of purchase. However, with respect to plutonium produced in any reactor constructed under the Joint Program, no purchase commitment shall extend for a period beyond ten (10) years of operation of such reactor, or December 31, 1973 (or December 31, 1975 for not more than two reactors selected under Article I.A.) whichever is earlier. Extension of such period will be the subject of negociation on the request of either Party.

2. Article VII of the Agreement for Cooperation is amended as follows:

   (a) The words "for all purposes" which appear at the end of Paragraphs A.1., A.2., A.3.a., and A.3.b., respectively, are deleted and the words "for use in the production or utilization of special nuclear material or atomic energy" are in each case substituted in lieu thereof.

   (b) The words "covering use" which appear in two places in Paragraph C are deleted and the words "for use in the production or utilization of special nuclear material or atomic energy" are substituted in lieu thereof.

3. Article XIV Bis is added to the Agreement for Cooperation to read as follows:

   A. Euratom shall indemnify and save harmless the Government of the United States of America against any damages or third party liability arising out of or resulting from the Joint Program except those arising from arrangements made by the United States Commission under a research and development program authorized in Section 3 of the Euratom Cooperation Act of 1958,[1] as amended, provided, however, that nothing in this paragraph shall deprive Euratom or any other person of any rights under Section 170 of the Atomic Energy Act of 1954 as amended.[2]

   B. The Parties recognize that certain nuclear liability which could arise out of the implementation of the Cooperative Program established by this Agreement is expected to be covered by the Paris Convention of July 29, 1960,[3] on

[1] 72 Stat. 1084; 42 U.S.C. §2292.

[2] 71 Stat. 576; 42 U.S.C. §2210.

[3] Doc. C (60) 93 (Final Text), published at Paris, July 29, 1960, by the European Nuclear Energy Agency, Organization for European Economic Cooperation. Text also published in *American Journal of International Law*, vol. 55, p. 1082.

third party liability in the field of nuclear energy and a proposed supplementary Convention to which the Member States of the Community would be parties, as well as by corresponding legislation existing in the Member States.

4. A new section (e) is added to Article XV to read as follows:

   (e) "Euratom Supply Agency" means the Agency established pursuant to Chapter VI of the Treaty establishing the European Atomic Energy Community.

5. Article XVI B. of the Agreement for Cooperation is amended as follows:

   The words "for a period of twenty-five (25) years" are deleted and the words "until December 31, 1985" are substituted in lieu thereof.

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

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

DONE at Brussels and Washington on May 21 and May 22, 1962 in duplicate, in the English, French, German, Italian and Netherlands languages, each language being equally authentic.

[1] July 9, 1962.

AMENDEMENT
A L'ACCORD DE COOPERATION
DU 8 NOVEMBRE 1958
entre
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
et
LA COMMUNAUTE EUROPEENNE DE L'ENERGIE ATOMIQUE (EURATOM)

TIAS 5103

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique et la Communauté Européenne de l'Energie Atomique (EURATOM) ont, en date du 8 novembre 1958, signé un Accord de coopération (ci-après dénommé "Accord de coopération") offrant la base d'une coopération dans l'exécution de programmes destinés à promouvoir les applications pacifiques de l'énergie atomique;

CONSIDERANT que l'Accord de coopération prévoit la vente de matières nucléaires spéciales à la Communauté;

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique était à l'origine disposé à fournir des matières nucléaires spéciales non seulement par vente, mais aussi par location et serait prêt à envisager d'apporter audit Accord, pour autant que la politique de la Communauté le permet, des modifications appropriées;

CONSIDERANT que l'article 5 du "EURATOM Cooperation Act of 1958" autorise la vente ou la location de matières nucléaires spéciales à la Communauté;

CONSIDERANT que la Communauté a fait connaître au Gouvernement des Etats-Unis d'Amérique qu'elle pourrait souhaiter se procurer des matières nucléaires spéciales par voie de location;

CONSIDERANT que les Parties sont convenues de prévoir la location de matières nucléaires spéciales à la Communauté,

Les Parties conviennent d'amender comme suit l'Accord de coopération:

1. L'article III de l'Accord de coopération est modifié comme suit:

   A. La United States Commission vendra ou louera à la Communauté, selon ce que demandera la Commission d'Euratom, de l'uranium enrichi en isotope U–235 destiné aux projets choisis par les Parties en vertu du programme commun, jusqu'à une quantité nette de trente mille (30.000) kilogrammes d'U–235 contenu dans l'uranium, étant entendu que la location d'uranium enrichi à des fins de recherche et de développement sera convenue d'un commun accord entre les Parties. Cette quantité nette représentera la quantité brute d'U–235 contenu dans l'uranium vendue ou louée à la Communauté, moins la quantité d'U–235 contenu dans l'uranium récupérable qui aura été revendue ou aura fait retour d'une autre manière au Gouvernement des Etats-Unis d'Amérique, ou encore aura été transférée à toute autre nation ou groupe de nations avec l'approbation du Gouvernement des Etats-Unis d'Amérique. D'autre part, en plus des quantités d'uranium enrichi visées ci-dessus,

la United States Commission vendra ou louera de temps à autre à la Communauté les quantités de matières nucléaires spéciales qui pourront être fixées d'un commun accord.

Toute location par la United States Commission de matières nucléaires spéciales en vertu du présent Accord (amendé) pourra, à la demande de la Commission d'Euratom, être convertie en vente desdites matières si, au moment de la demande, cette vente est compatible avec la législation en vigueur aux Etats-Unis et avec la politique de la United States Commission en ce qui concerne la distribution de matières nucléaires spéciales en dehors des Etats-Unis, étant entendu qu'une telle vente n'aura pas lieu selon la formule du paiement différé, à moins qu'il n'en soit convenu autrement.

Au cas où le titulaire d'une licence pour l'exploitation d'un réacteur de puissance mis en service aux Etats-Unis avant le 31 décembre 1963 serait requis par la United States Commission d'acheter de l'uranium enrichi en isotope U–235 pour l'alimentation de ce réacteur de puissance, la United States Commission aura le droit de convertir tout contrat de location conclu en vertu du présent Accord (amendé) en contrat de vente, sous réserve toutefois:

(1) qu'Euratom reçoive préavis de ce changement dans la même mesure que les preneurs à bail des Etats-Unis;

(2) que les ventes puissent avoir lieu selon la formule du paiement différé, étant entendu cependant que les paiements du principal doivent être effectués:

(a) pour les réacteurs devant être mis en service d'ici le 31 décembre 1963, dans les vingt ans de la mise en service du réacteur auquel les matières sont destinées et au plus tard le 31 décembre 1983;

(b) pour les réacteurs devant être mis en service d'ici le 31 décembre 1965, dans les vingt ans de la mise en service du réacteur auquel les matières sont destinées et au plus tard le 31 décembre 1985,

et doivent consister en dix annuités égales successives ou un nombre inférieur, égal au nombre d'années de paiement restant à courir, et

(3) que les Parties se consulteront quant aux moyens de réduire au minimum les incidences d'une telle conversion.

L'uranium fourni aux termes du présent Accord (amendé) pour l'alimentation de réacteurs conçus pour la production d'énergie électrique pourra être enrichi jusqu'à vingt pour cent (20%) en poids en isotope U–235. Toutefois, sur

demande et à sa discrétion, la United States Commission pourra fournir une partie de cet uranium enrichi sous forme de matière enrichie jusqu'à quatre-vingt-dix pour cent (90%) pour l'alimentation de réacteurs d'essais de matériaux et de réacteurs de recherche, dont chacun pourra fonctionner avec une charge de combustible ne dépassant pas huit (8) kilogrammes d'U-235 contenu dans l'uranium, ainsi que sous forme de matière très enrichie destinée à des fins de recherche.

B. Les contrats de vente de matières nucléaires spéciales seront conclus entre la United States Commission et l'Agence d'approvisionnement d'Euratom; ils spécifieront les quantités maxima à fournir, la composition des matières, les redevances sur les matières, le calendrier des livraisons et autres conditions nécessaires. Ces contrats de vente d'uranium enrichi destiné à alimenter les réacteurs de puissance au titre du programme commun pourront également prévoir, à des conditions à fixer d'un commun accord, le paiement différé de cet uranium enrichi. Parmi ces conditions figurera l'obligation pour la Communauté de restituer à la United States Commission les quantités d'uranium enrichi pour lesquelles il y aurait eu défaut de paiement. La Communauté ne conférera à des tiers aucun droit qui soit incompatible avec cette obligation.

C. Les contrats de location de matières nucléaires spéciales par la United States Commission à la Communauté seront conclus entre la United States Commission et l'Agence d'approvisionnement d'Euratom; ils spécifieront les quantités maxima à fournir, la composition des matières, les redevances sur ces matières, le calendrier des livraisons et autres conditions nécessaires. Il est entendu et convenu que les Etats-Unis d'Amérique, en leur qualité de bailleur des matières, conserveront la propriété des matières nucléaires spéciales fournies en location, Euratom ayant déclaré que la conservation du droit de propriété par les Etas-Unis d'Amérique n'est pas incompatible avec le Traité instituant la Communauté Européenne de l'Energie Atomique. Il est en outre entendu et convenu que, sous réserve et sans préjudice de la conservation de ce droit de propriété par les Etats-Unis d'Amérique, la Communauté aura pouvoir et autorité, en application du Traité instituant la Communauté Européenne de l'Energie Atomique, sur les matières nucléaires spéciales fournies en location à la Communauté par la United States Commission tant que ces matières se trouveront dans la Communauté, et que la Communauté pourra exercer et faire valoir les droits, pouvoirs et autorité qui lui sont conférés par le Traité, notamment par le chapitre VIII, à l'égard des Etats membres, entreprises et personnes établies dans la Communauté, pour

autant que ces droits, pouvoirs et autorité de la Communauté ne soient pas invoqués de manière préjudiciable ou contraire en quelque façon aux droits, titres et intérêts du Gouvernement des Etats-Unis d'Amérique ou de la United States Commission en sa qualité de bailleur des matières.

D. Il est convenu que la Communauté pourra distribuer des matières nucléaires spéciales à des utilisateurs autorisés dans la Communauté; conformément au Traité instituant la Communauté Européenne de l'Energie Atomique, la Communauté conservera la propriété de toute matière nucléaire spéciale achetée à la United States Commission. La propriété des matières nucléaires spéciales produites dans une partie quelconque du combustible vendu ou loué au titre du présent Accord (amendé) appartiendra à la Communauté.

E. La United States Commission est disposée à assurer, tant qu'elle offre de tels services à ses licenciés aux Etats-Unis et à des conditions à fixer d'un commun accord, des services de retraitement chimique pour toute matière brute ou matière nucléaire spéciale que la Communauté achètera aux Etats-Unis en vertu du présent programme. Si une matière brute ou une matière nucléaire spéciale fournie en location au titre du présent programme par les Etats-Unis nécessite un retraitement, ce dernier sera assuré, à la discrétion de la United States Commission, soit par la United States Commission, soit dans d'autres installations agréées par elle à des conditions à convenir. Il est en outre convenu que tout retraitement assuré par la United States Commission au titre du présent Accord s'effectuera aux prix intérieurs en vigueur aux Etats-Unis au moment de la livraison de ces matières. Sauf dispositions contraires, il est entendu que ni la forme, ni le contenu des éléments de combustibles irradiés ne seront modifiés après leur enlèvement du réacteur et avant leur expédition à la United States Commission ou à d'autres installations. Les matières nucléaires spéciales ou autres matières récupérables à partir des matières réexpédiées à la United States Commission en vue du retraitement feront retour à la Communauté, à moins qu'il n'en soit convenu autrement. Il est prévu que la cessation, par la United States Commission, des services de retraitement chimique sera subordonnée à la disponibilité d'installations commerciales capables de satisfaire à des prix raisonnables les besoins en de tels services, y compris les besoins afférents aux projets entrepris dans le cadre du programme commun. La United States Commission notifiera par écrit à la Communauté, moyennant préavis de douze (12) mois, que ses services de retraitement chimique ne sont plus disponibles.

F. En ce qui concerne toute matière nucléaire spéciale qui sera produite dans des réacteurs utilisant des matières obtenues des Etats-Unis en vertu du présent Accord (amendé) et qui dépassera les besoins dans la Communauté en cette matière pour les utilisations pacifiques de l'énergie atomique, l'Agence Internationale de l'Energie Atomique bénéficie d'un droit de première option pour acheter cette matière au prix officiel en vigueur aux Etats-Unis au moment de cette acquisition et correspondant à sa valeur en tant que combustible. Au cas où l'Agence Internationale de l'Energie Atomique ne ferait pas usage de cette option, le Gouvernement des Etats-Unis d'Amérique est disposé à acquérir cette matière au prix officiel en vigueur aux Etats-Unis au moment de cette acquisition et correspondant à sa valeur en tant que combustible. Toutefois, en ce qui concerne le plutonium produit dans tout réacteur construit au titre du programme commun, aucune obligation d'achat ne portera sur une période d'une durée supérieure à dix (10) années de fonctionnement d'un tel réacteur, ou s'étendant au-delà du 31 décembre 1973 (ou le 31 décembre 1975 pour un maximum de deux réacteurs choisis en vertu de l'article I.A.) selon que l'une ou l'autre date d'expiration sera la première à échoir. Toute prolongation de cette période fera l'objet de négociations sur requête de l'une ou l'autre Partie.

2. L'article VII de l'Accord de coopération est amendé comme suit:

(a) Les mots "à quelque fin que ce soit" figurant aux paragraphes A.1, A.2. et A.3 alinéas a) et b) sont remplacés par les mots "pour usage dans la production ou l'utilisation de matières nucléaires spéciales ou d'énergie atomique".

(b) Les mots "aux fins d'exploitation" figurant à deux reprises au paragraphe C. sont remplacés par les mots "pour usage dans la production ou l'utilisation de matières nucléaires spéciales ou d'énergie atomique".

3. Est ajouté à l'Accord de coopération l'article XIVbis suivant:

A. Euratom indemnisera et déchargera le Gouvernement des Etats-Unis d'Amérique pour tout dommage ou toute responsabilité civile découlant ou résultant du programme commun, à l'exception de ceux découlant de dispositions prises par la United States Commission dans le cadre d'un programme de recherche et de développement autorisé à l'article 3 du "Euratom Cooperation Act of 1958", tel qu'il a été modifié, sous réserve toutefois que le présent paragraphe ne pourra à aucun titre être interprété comme destituant l'Euratom ou toute autre personne des droits découlant de l'article 170 de l' "Atomic Energy Act of 1954", tel qu'il a été modifié.

B. Les Parties estiment que certains cas de responsabilité nucléaire susceptibles de découler de l'exécution du programme de coopération établi en vertu du présent Accord seront couverts par la Convention de Paris du 29 juillet 1960 sur la responsabilité civile dans le domaine de l'énergie nucléaire et par un projet de convention complémentaire, auxquelles les Etats membres de la Communauté seront parties, ainsi que par la législation applicable en la matière dans les Etats membres.

4. Est ajouté à l'article XV le nouveau paragraphe e) suivant:

e) Le terme "Agence d'approvisionnement d'Euratom" désigne l'Agence créée en vertu du chapitre VI du Traité instituant la Communauté Européenne de l'Energie Atomique.

5. L'article XVIB de l'Accord de coopération est amendé comme suit:

Les mots "pendant une période de vingt-cinq (25) années" sont remplacés par les mots "jusqu'au 31 décembre 1985".

6. Le présent Amendement, qui sera réputé partie intégrante de l'Accord de coopération, entrera en vigueur le jour où chacune des Parties aura reçu de l'autre Partie notification écrite indiquant qu'elle a accompli toutes les formalités légales et constitutionnelles requises pour l'entrée en vigueur du présent Amendement.

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

FAIT à Bruxelles et à Washington, le 21 mai et le 22 mai 1962, en deux exemplaires en langues allemande, anglaise, française, italienne et néerlandaise, chaque texte faisant également foi.

AENDERUNGSABKOMMEN ZUM ABKOMMEN VOM 8. NOVEMBER 1958 UEBER DIE ZUSAMMENARBEIT

zwischen

DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA

und

DER EUROPAEISCHEN ATOMGEMEINSCHAFT (EURATOM)

TIAS 5103

IN DER ERWAEGUNG, daß die Regierung der Vereinigten Staaten von Amerika und die Europäische Atomgemeinschaft (Euratom) am 8. November 1958 als Grundlage für die Zusammenarbeit bei Programmen zur Förderung der friedlichen Verwendung der Atomenergie ein Abkommen über Zusammenarbeit (im folgenden als "Abkommen über Zusammenarbeit" bezeichnet) geschlossen haben;

IN DER ERWAEGUNG, daß das Abkommen über Zusammenarbeit den Verkauf besonderen Kernmaterials an die Gemeinschaft vorsieht;

IN DER ERWAEGUNG, daß die Regierung der Vereinigten Staaten von Amerika ursprünglich bereit war, besonderes Kernmaterial nicht nur zu verkaufen, sondern auch pachtweise zu überlassen, und sie bereit wäre, entsprechende Aenderungen des genannten Abkommens in Erwägung zu ziehen, sofern dies im Sinne der Politik der Gemeinschaft liegt;

IN DER ERWAEGUNG, daß Artikel 5 des "Euratom Cooperation Act of 1958" den Verkauf und die Verpachtung besonderen Kernmaterials an die Gemeinschaft ermöglicht;

IN DER ERWAEGUNG, daß die Gemeinschaft die Regierung der Vereinigten Staaten von Amerika davon in Kenntnis gesetzt hat, daß sie gegebenenfalls besonderes Kernmaterial zu pachten wünscht;

IN DER ERWAEGUNG, daß die Parteien übereingekommen sind, die Verpachtung besonderen Kernmaterials an die Gemeinschaft vorzusehen,

kommen die Parteien überein, das Abkommen über Zusammenarbeit wie folgt zu ändern:

1. Artikel III des Abkommens über Zusammenarbeit erhält folgenden Wortlaut:

   A. Je nach Wunsch der Euratomkommission verkauft oder verpachtet die United States Commission der Gemeinschaft mit dem Isotop U–235 angereichertes Uran bis zu einer Nettomenge von 30.000 (dreissigtausend) Kilogramm von in Uran enthaltenem U–235 zur Verwendung bei Projekten, die von den Parteien auf Grund des Gemeinsamen Programms bestimmt werden; die Verpachtung dieses angereicherten Urans für Forschungs- und Entwicklungszwecke bedarf des gegenseitigen Einvernehmens der Parteien. Als Nettomenge gilt die Bruttomenge des der Gemeinschaft verkauften oder verpachteten, in Uran enthaltenen U–235, abzüglich der Menge des U–235, das in rückgewinnbarem Uran enthalten ist, welches der Regierung der Vereinigten Staaten von Amerika zurückverkauft oder in anderer Weise zurückgegeben

oder einem anderen Staat oder Staatengruppe mit Zustimmung der Regierung der Vereinigten Staaten von Amerika übertragen worden ist. Ferner verkauft oder verpachtet die United States Commission der Gemeinschaft von Zeit zu Zeit neben den vorstehend aufgeführten Mengen angereicherten Urans zusätzliche Mengen besonderen Kernmaterials je nach Vereinbarung.

Jede Verpachtung besonderen Kernmaterials seitens der United States Commission auf Grund dieses Abkommens (Neufassung) kann auf Ersuchen der Euratomkommission in einen Verkauf dieses Materials umgewandelt werden, sofern dieser Verkauf zum Zeitpunkt, in dem das Ersuchen gestellt wird, mit den geltenden Gesetzen der Vereinigten Staaten und mit der Politik der United States Commission hinsichtlich der Abgabe besonderen Kernmaterials an Empfänger außerhalb der Vereinigten Staaten in Einklang steht; sofern nichts anderes vereinbart ist, wird für den Kaufpreis kein Zahlungsaufschub gewährt.

Für den Fall, daß der Genehmigungsinhaber eines in den Vereinigten Staaten vor dem 31. Dezember 1963 in Betrieb genommenen Leistungsreaktors auf Verlangen der United States Commission mit dem Isotop U-235 angereichertes Uran zur Beschickung dieses Leistungsreaktors kaufen muß, behält sich die United States Commission das Recht vor, jede gemäß diesem Abkommen getroffene Pacht-Vereinbarung in eine Kauf-Vereinbarung umzuwandeln mit der Maßgabe, daß

(1) Euratom von dieser Umwandlung in gleichem Umfang wie die Pächter in den Vereinigten Staaten vorher unterrichtet wird;

(2) für den Kaufpreis unter der Bedingung Zahlungsaufschub gewährt werden kann, daß die Zahlungen auf den geschuldeten Kapitalbetrag

   (a) bei Reaktoren, die bis zum 31. Dezember 1963 in Betrieb genommen werden sollen, binnen zwanzig Jahren nach Inbetriebnahme des Reaktors, für den das Material vorgesehen ist, spätestens jedoch bis zum 31. Dezember 1983,

   (b) bei Reaktoren, die bis zum 31. Dezember 1965 in Betrieb genommen werden sollen, binnen zwanzig Jahren nach Inbetriebnahme des Reaktors, für den das Material vorgesehen ist, spätestens jedoch bis zum 31. Dezember 1985

   geleistet sein müssen, und zwar in zehn aufeinanderfolgenden gleichen Jahresraten oder, falls weniger

Jahre für die Zahlung verbleiben, in entsprechend weniger Jahresraten gleicher Höhe, und daß

(3) die Parteien sich darüber ins Benehmen setzen werden, wie die Auswirkungen einer solchen Umwandlung auf ein Mindestmaß beschränkt werden können.

Das auf Grund dieses Abkommens gelieferte Uran, das in Reaktoren verwendet werden soll, die elektrische Energie erzeugen werden, kann gewichtsmäßig bis zu 20 % (zwanzig v.H.) mit dem Isotop U–235 angereichert sein. Die United States Commission kann jedoch auf Ersuchen und nach ihrem Ermessen einen Teil des vorgenannten angereicherten Urans als bis zu 90 % (neunzig v.H.) angereichertes Material zur Verwendung in Materialprüf- und Forschungsreaktoren, die jeweils mit einer Brennstoffladung von höchstens 8 (acht) Kilogramm von in Uran enthaltenem U–235 arbeiten können, sowie als stark angereichertes Material zur Verwendung für Forschungszwecke zur Verfügung stellen.

B. Verträge über den Verkauf besonderen Kernmaterials werden zwischen der United States Commission und der Euratom-Versorgungsagentur geschlossen; in diesen Verträgen sind die zu liefernden Höchstmengen, die Zusammensetzung des Materials, das Entgelt für das Material, die Liefertermine und alle sonst erforderlichen Bedingungen festzulegen. Die Verträge über den Verkauf angereicherten Urans zur Brennstoffversorgung von Leistungsreaktoren im Rahmen des Gemeinsamen Programms können ferner, gemäß zu vereinbarenden Bedingungen Zahlungsaufschub für dieses angereicherte Uran vorsehen. Zu diesen Bedingungen gehört die Verpflichtung, daß die Gemeinschaft in dem Umfange, in dem die Zahlungsverpflichtungen nicht eingehalten werden, angereichertes Uran an die United States Commission zurückgibt. Die Gemeinschaft wird Dritten keinerlei Rechte einräumen, die mit dieser Verpflichtung unvereinbar sind.

C. Verträge über die Verpachtung besonderen Kernmaterials seitens der United States Commission an die Gemeinschaft werden zwischen der United States Commission und der Euratom-Versorgungsagentur geschlossen; in diesen Verträgen sind die zu liefernden Höchstmengen, die Zusammensetzung des Materials, der Pachtzins für das Material, die Liefertermine und alle sonst erforderlichen Bedingungen festzulegen. Es besteht Einverständnis darüber und wird vereinbart, daß das Eigentum an dem verpachteten besonderen Kernmaterial bei den Vereinigten Staaten von Amerika als Verpächter dieses Materials verbleibt, wobei Euratom erklärt, daß es den Bestimmungen des Vertrags zur Gründung der Europäischen Atomgemeinschaft nicht

widerspricht, daß die Vereinigten Staaten von Amerika das Eigentum behalten. Es besteht ferner Einverständnis darüber und wird vereinbart, daß die Gemeinschaft gemäß und nicht in Widerspruch zu diesem Vorbehalt des Eigentums der Vereinigten Staaten von Amerika auf Grund des Vertrags zur Gründung der Europäischen Atomgemeinschaft die Verfügungsgewalt über das von der United States Commission der Gemeinschaft verpachtete besondere Kernmaterial haben soll, solange sich dieses Material im Bereich der Gemeinschaft befindet, und daß die Gemeinschaft die ihr im Vertrag, insbesondere in dessen Kapitel VIII übertragenen Rechte, Vollmachten und Befugnisse gegenüber Mitgliedstaaten, Unternehmen und Personen innerhalb der Gemeinschaft ausüben und durchsetzen kann; diese Rechte, Vollmachten und Befugnisse dürfen jedoch nicht gegen die Eigentumsrechte der Regierung der Vereinigten Staaten von Amerika oder der United States Commission als Verpächterin des genannten Materials geltend gemacht werden, noch diese in irgendeiner Weise beeinträchtigen.

D. Es wird vereinbart, daß die Gemeinschaft besonderes Kernmaterial an hierzu berechtigte Verbraucher in der Gemeinschaft abgeben kann; gemäß dem Vertrag zur Gründung der Europäischen Atomgemeinschaft behält die Gemeinschaft das Eigentum an allem bei der United States Commission gekauften besonderen Kernmaterial. Besonderes Kernmaterial, das in irgendeinem Teil des auf Grund dieses Abkommens verkauften oder verpachteten Brennstoffs erzeugt wird, ist Eigentum der Gemeinschaft.

E. Die United States Commission ist bereit, unter noch zu vereinbarenden Bedingungen und solange sie ihren Genehmigungsinhabern in den Vereinigten Staaten Dienstleistungen chemischer Aufarbeitung zur Verfügung stellt, solche Dienstleistungen für jedes Ausgangs- oder besondere Kernmaterial zu erbringen, das die Gemeinschaft von den Vereinigten Staaten im Rahmen dieses Programms kauft. Wenn das auf Grund dieses Programms von den Vereinigten Staaten verpachtete Ausgangs- oder besondere Kernmaterial der Aufarbeitung bedarf, wird diese nach dem Ermessen der United States Commission entweder von ihr selbst oder in anderen, ihr genehmen Anlagen zu noch festzulegenden Bedingungen durchgeführt. Es wird ferner vereinbart, daß jegliche Aufarbeitung durch die United States Commission im Rahmen dieses Abkommens zu den im Zeitpunkt der Lieferung dieses Materials geltenden Inlandspreisen der Vereinigten Staaten erfolgt. Es besteht Einverständnis darüber, daß – sofern nichts anderes vereinbart wird – Form und Gehalt der bestrahlten Brennelemente nach ihrer Entnahme aus den Reaktoren und vor ihrer Ablieferung an

die United States Commission oder an andere Anlagen nicht verändert werden dürfen. Besonderes Kernmaterial und sonstiges Material, das aus Material zurückgewonnen werden kann, das die United States Commission zur Aufarbeitung erhält, wird – sofern nichts anderes vereinbart wird – der Gemeinschaft zurückgegeben. Es wird davon ausgegangen, daß die United States Commission die Einstellung der Dienstleistungen chemischer Aufarbeitung davon abhängig machen wird, daß der Bedarf an solchen Leistungen, einschließlich des Bedarfs für Vorhaben im Rahmen des Gemeinsamen Programms, zu angemessenen Preisen von Anlagen der gewerblichen Wirtschaft gedeckt werden kann. Die United States Commission wird der Gemeinschaft die Einstellung ihrer Dienstleistungen chemischer Aufarbeitung 12 (zwölf) Monate im voraus schriftlich ankündigen.

F. Auf besonderes Kernmaterial, das in Reaktoren, die mit aus den Vereinigten Staaten auf Grund dieses Abkommens bezogenen Materialien betrieben werden, erzeugt wird und den Bedarf innerhalb der Gemeinschaft an derartigem Material für die friedliche Verwendung der Atomenergie übersteigt, wird der Internationalen Atomenergie-Organisation das Vorkaufsrecht zu dem in den Vereinigten Staaten zur Zeit des Ankaufs geltenden und bekanntgegebenen Brennstoffwertpreis eingeräumt. Macht die Internationale Atomenergie-Organisation von diesem Vorkaufsrecht keinen Gebrauch, so ist die Regierung der Vereinigten Staaten von Amerika bereit, dieses Material zu dem in den Vereinigten Staaten zur Zeit des Ankaufs geltenden und bekanntgegebenen Brennstoffwertpreis zu kaufen. Bei Plutonium, das in einem im Rahmen des Gemeinsamen Programms gebauten Reaktor erzeugt worden ist, besteht die Kaufverpflichtung jedoch nicht länger als 10 (zehn) Betriebsjahre des betreffenden Reaktors oder bis zum 31. Dezember 1973 (bei höchstens zwei gemäß Artikel 1 A ausgewählten Reaktoren jedoch bis zum 31. Dezember 1975), wobei jeweils der kürzere Zeitraum maßgebend ist. Über eine Verlängerung dieses Zeitraums werden auf Ersuchen einer der beiden Parteien Verhandlungen aufgenommen.

2. Artikel VII des Abkommens über Zusammenarbeit wird wie folgt geändert:

a) Die Worte "zu allen Zwecken" am Ende der Absätze A 1, A 2 und A 3 Buchstabe a) und b) werden durch folgende Formulierung ersetzt: "zur Verwendung bei der Erzeugung oder Nutzung besonderen Kernmaterials oder von Atomenergie".

b) Die in Absatz C an zwei Stellen vorkommenden Worte "unter Einschluß einer Verwendung" werden durch folgende Formu-

lierung ersetzt: "zur Verwendung bei der Erzeugung oder Nutzung besonderen Kernmaterials oder von Atomenergie".

3. Das Abkommen über Zusammenarbeit wird durch einen Artikel XIV A ergänzt, der folgenden Wortlaut hat:

   A. Euratom hat die Regierung der Vereinigten Staaten von Amerika hinsichtlich aller Schadensersatz- oder Haftpflichtansprüche, die aus dem Gemeinsamen Programm entstehen oder herrühren, mit Ausnahme der Ansprüche, die sich aus Vereinbarungen der United States Commission im Rahmen eines nach Artikel 3 des "Euratom Cooperation Act of 1958" in seiner geänderten Fassung genehmigten Forschungs- und Entwicklungsprogramms ergeben, freizustellen und schadlos zu halten; die Rechte und Ansprüche Euratoms oder anderer Personen aus Artikel 170 des "Atomic Energy Act of 1954" in seiner geänderten Fassung bleiben unberührt.

   B. Die Parteien gehen davon aus, daß gewisse Fälle der Atomhaftung, die sich aus der Durchführung des Gemeinschaftsprogramms im Rahmen dieses Abkommens ergeben könnten, voraussichtlich durch die "Paris Convention of July 29, 1960 on third party liability in the field of nuclear energy" und durch ein geplantes Zusatzübereinkommen, dem die Mitgliedstaaten der Gemeinschaft als Vertragsparteien angehören werden, sowie durch die in den Mitgliedstaaten geltenden einschlägigen Rechtsvorschriften erfaßt sein werden.

4. Artikel XV wird durch einen Absatz e) ergänzt, der folgenden Wortlaut hat:

   e) "Euratom-Versorgungsagentur" die gemäß Kapitel VI des Vertrags zur Gründung der Europäischen Atomgemeinschaft errichtete Agentur.

5. Artikel XVI B des Abkommens über Zusammenarbeit wird wie folgt geändert:

   Die Worte "für die Dauer von 25 (fünfundzwanzig) Jahren" werden durch die Worte "bis zum 31. Dezember 1985" ersetzt.

6. Dieses Änderungsabkommen ist Bestandteil des Abkommens über Zusammenarbeit und tritt an dem Tage in Kraft, an dem jede Partei von der anderen eine schriftliche Notifizierung darüber erhalten hat, daß sie alle gesetzlichen und verfassungsmäßigen Erfordernisse für das Inkrafttreten dieses Änderungsabkommens erfüllt hat.

ZU URKUND DESSEN haben die unterzeichneten, hierzu gehörig bevollmächtigten Vertreter dieses Abkommen unterschrieben.

GESCHEHEN zu Brüssel und Washington am 21. Mai und am 22. Mai 1962, in zwei Urschriften in der deutschen, englischen, französischen, italienischen und niederländischen Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

TIAS 5103

EMENDAMENTO
ALL'ACCORDO DI COOPERAZIONE
DELL' 8 NOVEMBRE 1958
tra
IL GOVERNO DEGLI STATI UNITI D'AMERICA
e
LA COMUNITÀ EUROPEA DELL'ENERGIA ATOMICA
(EURATOM)

TIAS 5103

CONSIDERANDO che il Governo degli Stati Uniti d'America e la Comunità Europea dell'Energia Atomica (Euratom) hanno firmato l'8 novembre 1958 un Accordo di Cooperazione (qui di seguito denominato "Accordo di Cooperazione") che costituisce la base di una cooperazione per i programmi destinati a promuovere lo sviluppo delle applicazioni pacifiche dell'energia atomica;

CONSIDERANDO che l'Accordo di Cooperazione prevede la vendita di materiali nucleari speciali alla Comunità;

CONSIDERANDO che all'inizio il Governo degli Stati Uniti d'America era disposto a fornire materiali nucleari speciali, non soltanto sotto forma di vendita ma anche di locazione e che sarebbe disposto a prendere in considerazione idonee modificazioni a detto Accordo qualora la politica della Comunità lo consenta;

CONSIDERANDO che l'articolo 5 dell' "Euratom Cooperation Act of 1958" autorizza la vendita o la locazione alla Comunità di materiali nucleari speciali;

CONSIDERANDO che la Comunità ha informato il Governo degli Stati Uniti d'America del suo desiderio di procurarsi materiali nucleari speciali in locazione;

CONSIDERANDO che le Parti hanno convenuto di prevedere la locazione alla Comunità di materiali nucleari speciali,

Le Parti convengono di emendare l'Accordo di Cooperazione nel modo seguente:

1. L'articolo III dell'Accordo di Cooperazione viene emendato come segue:

   A. La United States Commission venderà o darà in locazione alla Comunità, a seconda della richiesta della Commissione dell'Euratom, uranio arricchito nell'isotopo U-235 da utilizzarsi nei progetti scelti dalle Parti in virtù del programma comune fino a un quantitativo netto di trentamila (30.000) chilogrammi di uranio 235 contenuto nell'uranio, purchè la locazione di tale uranio arricchito per scopi di ricerca e di sviluppo sia subordinata al mutuo accordo delle Parti. Tale quantitativo netto sarà computato detraendo dal quantitativo lordo di uranio 235 contenuto nell'uranio venduto o dato in locazione alla Comunità il quantitativo di uranio 235 contenuto nell'uranio recuperabile, rivenduto o restituito in altro modo al Governo degli Stati Uniti d'America o trasferito a qualsiasi altro paese o gruppo di paesi con l'approvazione del Governo degli Stati Uniti d'America. Inoltre, di tanto in tanto la United States

Commission venderà o darà in locazione alla Comunità quantitativi da convenirsi di materiali nucleari speciali, in aggiunta ai quantitativi di uranio arricchito sopra menzionati.

Là locazione di materiali nucleari speciali concessa dalla United States Commission in base al presente Accordo (emendato) puo' essere convertita in vendita su richiesta della Commissione dell'Euratom, se al momento della richiesta la vendita è compatibile con le leggi vigenti negli Stati Uniti e con la politica della United States Commission per quanto riguarda la distribuzione di materiali nucleari speciali fuori dagli Stati Uniti, restando inteso che le vendite di cui sopra non verranno effettuate secondo il sistema del pagamento differito, salvo diversa pattuizione.

Qualora l'United States Commission richieda al titolare di una licenza per lo sfruttamento di un reattore di potenza entrato in esercizio negli Stati Uniti prima del 31 dicembre 1963 di comprare l'uranio arricchito nell'isotopo U-235 per alimentare tale reattore di potenza, la United States Commission avrà il diritto di convertire in contratto di vendita ogni contratto di locazione concluso in base al presente Accordo (emendato) a condizione:

(1) che tale cambiamento venga notificato preventivamente all'Euratom nella stessa misura che ai locatari statunitensi;

(2) che tali vendite possano essere effettuate secondo il sistema del pagamento differito, restando inteso che i pagamenti relativi al capitale devono essere completati

(a) per i reattori che devono essere posti in esercizio per il 31 dicembre 1963: entro 20 anni dalla data in cui il reattore per cui tale materiale è fornito viene posto in esercizio, e comunque non oltre il 31 dicembre 1983;

(b) per i reattori che devono essere posti in esercizio per il 31 dicembre 1965: entro 20 anni dalla data in cui il reattore per cui tale materiale è fornito viene posto in esercizio, e comunque non oltre il 31 dicembre 1985,

e devono consistere in dieci rate annuali uguali e consecutive o in un numero inferiore di rate pari agli anni rimanenti per effettuare il pagamento;

(3) che le Parti si consultino sul modo di ridurre al minimo gli effetti negativi di tale conversione.

L'uranio fornito in conformità del presente Accordo (emendato), e destinato ai reattori previsti per la produzione di energia elettrica, puo' essere arricchito fino al venti per

cento (20 %) in peso nell'isotopo U-235. Tuttavia, la United States Commission potrà fornire, a richiesta e a sua discrezione, una parte di tale uranio arricchito sotto forma di materiale arricchito fino al novanta per cento (90 %), da utilizzarsi nei reattori destinati alla prova dei materiali e nei reattori di ricerca, ciascuno dei quali potrà funzionare con una carica massima di combustibile di otto (8) chilogrammi di uranio 235 contenuto nell'uranio, nonchè sotto forma di materiale altamente arricchito, destinato a scopi di ricerca.

B. I contratti di vendita dei materiali nucleari speciali saranno conclusi tra la United States Commission e l'Agenzia di Approvvigionamento dell'Euratom; in essi verranno specificati i quantitativi massimi che devono essere forniti, la composizione del materiale, il corrispettivo per il materiale, i termini di consegna e le altre condizioni necessarie. Tali contratti di vendita dell'uranio arricchito, da usare come combustibile per i reattori di potenza previsti nel programma comune, possono anche contenere disposizioni, a condizioni da convenirsi, per il pagamento differito di tale uranio arricchito. Tali condizioni includeranno l'obbligo da parte della Comunità di restituire alla United States Commission i quantitativi di uranio arricchito per i quali non fosse effettuato il pagamento. La Comunità non conferirà a terzi alcun diritto che risulti incompatibile con tale obbligo.

C. I contratti di locazione dei materiali nucleari speciali fra la United States Commission e la Comunità saranno conclusi tra la United States Commission e l'Agenzia di Approvvigionamento dell'Euratom e specificheranno i quantitativi massimi da fornire, la composizione dei materiali, il corrispettivo per il materiale, i termini di consegna e le altre condizioni necessarie. Resta inteso e convenuto che gli Stati Uniti d'America, nella loro qualità di locatori di tali materiali, rimarranno proprietari dei materiali nucleari speciali dati in locazione avendo l'Euratom dichiarato che il mantenimento di tale diritto di proprietà da parte degli Stati Uniti d'America non è incompatibile con il Trattato che istituisce la Comunità Europea dell'Energia Atomica. Resta inoltre inteso e convenuto che, fatto salvo tale diritto di proprietà degli Stati Uniti d'America e non in deroga ad esso, la Comunità avrà poteri e autorità, conformememnte al Trattato che istituisce la Comunità Europea dell'Energia Atomica, sui materiali nucleari speciali dati in locazione alla Comunità dalla United States Commission durante il periodo in cui tali materiali si troveranno nella Comunità, e che la Comunità potrà esercitare e far valere i diritti, i poteri e l'autorità che le sono conferiti dal Trattato, e segnatamente

dal capitolo VIII, nei confronti degli Stati membri, imprese e persone stabilite nella Comunità, a condizione che tali diritti, poteri e autorità della Comunità non vengano fatti valere in maniera contraria o in qualche modo pregiudizievole ai diritti, titoli ed interessi del Governo del Stati Uniti d'America o dell'United States Commission nella loro qualità di locatori di tali materiali.

D. Si conviene che la Comunità potrà distribuire materiali nucleari speciali ad utilizzatori autorizzati nella Comunità; conformemente al Trattato che istituisce la Comunità Europea dell'Energia Atomica, la Comunità stessa conserverà la proprietà di qualsiasi materiale nucleare speciale acquistato presso la United States Commission. La proprietà dei materiali nucleari speciali prodotti in una parte qualsiasi del combustibile venduto o dato in locazione in base al presente Accordo (emendato) spetterà alla Comunità.

E. La United States Commission è disposta ad incaricarsi, fintanto che essa offrirà tali servizi ai suoi titolari di licenze negli Stati Uniti, a condizioni da convenire, dei servizi di ritrattamento chimico e di qualsiasi materiale-fonte o materiale nucleare speciale che la Comunità avrà ricevuto dagli Stati Uniti nel quadro del presente programma. Se il materiale-fonte o il materiale nucleare speciale dato in locazione dagli Stati Uniti in conformità del presente programma richiede il ritrattamento, esso sarà effettuato, a discrezione della United States Commission, presso la United States Commission stessa o in altri impianti da essa riconosciuti, a condizioni da convenirsi. Si conviene inoltre che qualsiasi ritrattamento effettuato dalla United States Commission in conformità del presente Accordo sarà praticato ai prezzi nazionali vigenti negli Stati Uniti al momento della consegna di tali materiali. Resta inteso che, salvo convenzione contraria, qualsiasi elemento di combustibile irradiato non sarà modificato nella forma e nel contenuto una volta tolto dal reattore e prima di essere consegnato alla United States Commission o ad altri stabilimenti. I materiali nucleari speciali e gli altri materiali ricuperabili dai materiali rinviati negli Stati Uniti per il ritrattamento, saranno poi restituiti alla Comunità, salvo contraria pattuizione. È previsto che la cessazione dei servizi di ritrattamento chimico da parte della United States Commission sarà subordinata alla disponibilità di impianti commerciali atti a soddisfare, a prezzi equi, il fabbisogno di tali servizi, compreso il fabbisogno per progetti intrapresi nel quadro del programma comune. La United States Commission notificherà per iscritto alla Comunità, con preavviso di dodici

(12) mesi, che i suoi servizi di ritrattamento chimico non saranno più disponibili.

F. Per quanto riguarda qualsiasi materiale nucleare speciale, prodotto nei reattori alimentati con materiali ottenuti dagli Stati Uniti d'America in conformità del presente Accordo, che ecceda il fabbisogno della Comunità di tale materiale destinato all'utilizzazione dell'energia atomica a scopi pacifici, l'Agenzia Internazionale dell'Energia Atomica fruisce del diritto di prima opzione per l'acquisto di tale materiale ai prezzi ufficiali praticati al momento dell'acquisto negli Stati Uniti e corrispondenti al suo valore come combustibile. Nel caso in cui l'Agenzia Internazionale dell'Energia Atomica non eserciti il diritto di opzione, il Governo degli Stati Uniti d'America è disposto ad acquistare tale materiale ai prezzi ufficiali praticati al momento dell'acquito negli Stati Uniti e corrispondenti al suo valore come combustibile. Tuttavia, per quanto riguarda il plutonio prodotto in un qualsiasi reattore costruito in base al programma comune, l'obbligo di acquisto sarà limitato ad un periodo non superiore a dieci (10) anni di funzionamento di tale reattore e comunque al 31 dicembre 1973 (o al 31 dicembre 1975 per non più di due reattori scelti a norma dell'articolo I.A.). Ogni proroga di tale periodo sarà oggetto di negoziati su richiesta di una delle due Parti.

2. L'articolo VII dell'Accordo di Cooperazione viene emendato come segue:

(a) Le parole "a qualunque fine", che figurano rispettivamente alla fine dei paragrafi A.1, A.2 e A.3, commi (a) e (b), vengono soppresse e sostituite, in ciascun caso, con le parole "ai fini della produzione o dell'utilizzazione di materiali nucleari speciali o di energia atomica".

(b) Le parole "da utilizzarsi", che figurano in due punti del paragrafo C, vengono soppresse e sostituite con le parole "ai fini della produzione o dell'utilizzazione di materiali nucleari speciali o di energia atomica".

3. Viene aggiunto all'Accordo di Cooperazione l'articolo XIV bis del seguente tenore:

A. L'Euratom risarcirà e solleverà da ogni responsabilità il Governo degli Stati Uniti d'America per danni subiti da terzi, derivanti o risultanti dal programma comune, salvo quelli derivanti da intese concluse con la United States Commission nel quadro di un programma di ricerca e di sviluppo autorizzato nell'articolo 3 dell' "Euratom Cooperation Act of 1958" emendato, a condizione che quanto contenuto nel presente paragrafo non privi l'Euratom o ogni altra persona dei diritti

previsti dall'art. 170 dell' "Atomic Energy Act of 1954" emendato.

B. Le Parti riconoscono che talune responsabilità in materia nucleare che potrebbero derivare dall'esecuzione del programma di cooperazione, stabilito dal presente Accordo, saranno probabilmente coperte dalla "Paris Convention of July 29, 1960 on third party liability in the field of nuclear energy" e da un progetto di convenzione aggiuntiva di cui gli Stati membri della Comunità saranno Parti, nonchè dalla corrispondente legislazione in vigore negli Stati membri.

4. All'articolo XV viene aggiunta la seguente nuova sezione (e):

(e) "Agenzia di Approvvigionamento dell'Euratom" sta a designare l'Agenzia costituita in conformità del capitolo VI del Trattato che istituisce la Comunità Europea dell'Energia Atomica.

5. L'articolo XVI B dell'Accordo di Cooperazione viene emendato come segue:

Le parole "per un periodo di venticinque (25) anni" vengono soppresse e sostituite con le parole "fino al 31 dicembre 1985".

6. Questo Emendamento, che sarà considerato parte integrante dell'Accordo di Cooperazione, entrerà in vigore il giorno in cui ciascuna delle Parti avrà ricevuto dall'altra Parte notificazione scritta che essa ha osservato tutte le formalità prescritte dalle leggi e dalla Costituzione per l'entrata in vigore di tale Emendamento.

IN FEDE DI CHE, i sottoscritti rappresentanti all'uopo autorizzati hanno firmato il presente Emendamento.

FATTO a Bruxelles e a Washington il 21 maggio e 22 maggio 1962 in duplice copia, nelle lingue francese, inglese, italiana, olandese e tedesca, i cinque testi facenti ugualmente fede.

WIJZIGING
VAN DE OVEREENKOMST TOT SAMENWERKING
VAN 8 NOVEMBER 1958
tussen
DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA
en
DE EUROPESE GEMEENSCHAP VOOR ATOOMENERGIE (EURATOM)

TIAS 5103

OVERWEGENDE, dat de Regering van de Verenigde Staten van Amerika en de Europese Gemeenschap voor Atoomenergie (Euratom) op 8 november 1958 een Overeenkomst tot Samenwerking hebben getekend (hierna te noemen "Overeenkomst tot Samenwerking"), die de grondslag vormt voor de samenwerking bij de uitvoering van programma's ter bevordering van de vreedzame toepassing van atoomenergie,

OVERWEGENDE, dat de Overeenkomst tot Samenwerking voorziet in de verkoop van bijzondere splijtstoffen aan de Gemeenschap,

OVERWEGENDE, dat de Regering van de Verenigde Staten van Amerika aanvankelijk bereid was bijzondere splijtstoffen niet alleen te verkopen doch ook te verhuren en bereid is passende wijzigingen in genoemde Overeenkomst in overweging te nemen, indien dit op grond van het beleid van de Gemeenschap mogelijk zou zijn,

OVERWEGENDE, dat de "Euratom Cooperation Act of 1958" in Artikel 5 verkoop of verhuur van bijzondere splijtstoffen aan de Gemeenschap toestaat,

OVERWEGENDE, dat de Gemeenschap de Regering van de Verenigde Staten van Amerika heeft medegedeeld dat zij wellicht bijzondere splijtstoffen zal wensen te huren,

OVERWEGENDE, dat Partijen zijn overeengekomen te voorzien in de mogelijkheid bijzondere splijtstoffen aan de Gemeenschap te verhuren,

Komen Partijen overeen de Overeenkomst tot Samenwerking als volgt te wijzigen:

1. Artikel III van de Overeenkomst tot Samenwerking wordt gewijzigd als volgt:

   A. De United States Commission zal aan de Gemeenschap uranium, verrijkt in de isotoop U–235, verkopen of verhuren, al naar het verzoek van de Commissie van Euratom, tot een netto-hoeveelheid van ten hoogste dertigduizend (30.000) kilogram in uranium aanwezig U–235, te gebruiken voor projecten die door Partijen in het kader van het gemeenschappelijke programma zullen zijn aangewezen, mits verhuur van dergelijk verrijkt uranium voor onderzoek- en ontwikkelingsdoeleinden geschiedt met wederzijds goedvinden van Partijen. Deze netto-hoeveelheid zal gelijk zijn aan de bruto-hoeveelheid U–235, aanwezig in het aan de Gemeenschap verkochte of verhuurde uranium, verminderd met de hoeveelheid U–235, aanwezig in weder terug te winnen

uranium, dat terugverkocht of op andere wijze teruggegeven is aan de Regering van de Verenigde Staten van Amerika of dat met goedkeuring van de Regering van de Verenigde Staten van Amerika aan een andere staat of groep van staten is overgedragen. Benevens de bovengenoemde hoeveelheden verrijkt uranium zal de United States Commission van tijd tot tijd aan de Gemeenschap eventueel in onderling overleg nader bepaalde hoeveelheden bijzondere splijtstoffen verkopen of verhuren.

Elke verhuur door de United States Commission van bedoelde bijzondere splijtstoffen op grond van deze Overeenkomst (gewijzigd), kan op verzoek van de Commissie van Euratom worden omgezet in een verkoop van dergelijke splijtstoffen, indien een dergelijke verkoop, op het tijdstip dat het verzoek wordt gedaan, verenigbaar is met de toepasselijke wetten in de Verenigde Staten en het beleid van de United States Commission met betrekking tot de verspreiding van bijzondere splijtstoffen buiten de Verenigde Staten, waarbij een dergelijke verkoop niet op basis van uitgestelde betaling zal plaatsvinden, tenzij Partijen anders besluiten.

Voor het geval dat de vergunninghouder van een energiereactor, welke in de Verenigde Staten vóór 31 december 1963 in bedrijf is genomen, door de United States Commission wordt verplicht het uranium, verrijkt in de isotoop U–235 en vereist voor de splijtstofvoorziening van een dergelijke reactor, te kopen, zal de United States Commission het recht hebben elke op grond van deze Overeenkomst (gewijzigd) gesloten huurovereenkomst om te zetten in een verkoopovereenkomst, evenwel onder de volgende voorwaarden:

(1) Euratom zal van tevoren op dezelfde wijze als de huurders in de Verenigde Staten van een dergelijke verandering in kennis worden gesteld;

(2) een dergelijke verkoop kan geschieden op basis van uitgestelde betaling, met dien verstande evenwel dat de betalingen op de hoofdsom dienen te zijn voltooid:

(a) voor reactoren die tegen 31 december 1963 in bedrijf moeten worden gesteld, binnen twintig jaar nadat de reactor waarvoor dergelijke splijtstoffen bestemd zijn in bedrijf is gesteld, of tegen 31 december 1983, al naar gelang welk tijdstip het eerst wordt bereikt;

(b) voor reactoren die tegen 31 december 1965 in bedrijf moeten worden gesteld, binnen twintig jaar nadat de reactor, waarvoor dergelijke splijtstoffen zijn bestemd, in bedrijf is gesteld, of tegen 31

december 1985, al naar gelang welk tijdstip het eerst wordt bereikt,

en zullen bestaan uit tien opeenvolgende gelijke jaarlijkse termijnbetalingen of zoveel minder als er jaren voor de betaling beschikbaar zijn; en

(3) Partijen zullen beraadslagen over de mogelijkheden om de gevolgen van een dergelijke omzetting zoveel mogelijk te beperken.

Het uranium dat, krachtens deze Overeenkomst (gewijzigd), geleverd wordt voor het gebruik in reactoren bestemd voor de produktie van elektrische energie, zal, in gewichtshoeveelheden uitgedrukt, tot twintig procent (20 %) verrijkt kunnen zijn in de isotoop U-235. De United States Commission kan echter op verzoek en naar eigen inzicht een gedeelte van het genoemde verrijkte uranium ter beschikking stellen in de vorm van tot negentig procent (90 %) verrijkt materiaal voor het gebruik in materiaalbeproevingsreactoren en onderzoekreactoren, die elk kunnen werken met een splijtstoflading van maximaal acht (8) kilogram in het uranium aanwezig U-235, en in de vorm van sterk verrijkt materiaal ten behoeve van onderzoekingsdoeleinden.

B. De verkoopcontracten voor bijzondere splijtstoffen zullen worden gesloten tussen de United States Commission en het Voorzieningsagentschap van Euratom; de maximale hoeveelheden welke zullen worden geleverd, de samenstelling van het materiaal, het voor het materiaal in rekening te brengen bedrag, het leveringsschema en andere noodzakelijke voorwaarden zullen hierin nader worden bepaald. In dergelijke contracten voor de verkoop van verrijkt uranium voor de splijtstofvoorziening van energiereactoren in het kader van het gemeenschappelijke programma kan ook op nader overeen te komen voorwaarden worden voorzien in uitstel van betaling van dergelijke bijzondere splijtstoffen. Deze voorwaarden zullen de verplichting inhouden dat de Gemeenschap aan de United States Commission die hoeveelheden verrijkt uranium zal teruggeven, voor welke de betalingsverplichtingen niet zouden zijn nagekomen. De Gemeenschap zal geen rechten toekennen aan derden, welke in strijd zijn met deze verplichting.

C. De contracten voor verhuur van bijzondere splijtstoffen door de United States Commission aan de Gemeenschap zullen worden gesloten tussen de United States Commission en het Voorzieningsagentschap van Euratom; de maximale hoeveelheden welke zullen worden geleverd, de samenstelling van het materiaal, het voor het materiaal in rekening te brengen bedrag, het leveringsschema en andere noodzakelijke voorwaarden zullen hierin nader worden bepaald. Overeenge-

komen wordt dat het eigendomsrecht op de verhuurde bijzondere splijtstoffen voorbehouden blijft aan de Verenigde Staten van Amerika, in de hoedanigheid van verhuurder van dergelijke splijtstoffen, daar door Euratom verklaard is dat het niet onverenigbaar is met het Verdrag tot Oprichting van de Europese Gemeenschap voor Atoomenergie indien dit eigendomsrecht bij de Verenigde Staten van Amerika blijft berusten. Voorts wordt overeengekomen dat de Gemeenschap, met inachtneming van het feit dat de Verenigde Staten van Amerika zich dit eigendomsrecht voorbehouden en zonder dat hierop inbreuk wordt gemaakt, overeenkomstig het Verdrag tot Oprichting van de Europese Gemeenschap voor Atoomenergie, beschikkingsbevoegdheid zal hebben over de bijzondere splijtstoffen welke door de United States Commission aan de Gemeenschap zijn verhuurd, zolang dit materiaal zich binnen de Gemeenschap bevindt, en dat de Gemeenschap de rechten en bevoegdheden, waarover zij krachtens het Verdrag en meer in het bijzonder krachtens Hoofdstuk VIII van dit Verdrag beschikt, mag doen gelden jegens Lid-Staten, ondernemingen en personen binnen de Gemeenschap, mits dergelijke rechten en bevoegdheden door de Gemeenschap niet worden uitgeoefend tegen of op enigerlei wijze in strijd met de rechten, eigendomsrechten en belangen van de Regering van de Verenigde Staten van Amerika of van de United States Commission in de hoedanigheid van verhuurder van dergelijk materiaal.

D. Overeengekomen wordt dat de Gemeenschap bijzondere splijtstoffen aan bevoegde gebruikers in de Gemeenschap ter beschikking kan stellen; de Gemeenschap zal, overeenkomstig het Verdrag tot Oprichting van de Europese Gemeenschap voor Atoomenergie, eigenaar blijven van alle bijzondere splijtstoffen die van de United States Commission worden gekocht. De Gemeenschap zal eigenaar zijn van alle bijzondere splijtstoffen welke ontstaan uit enig deel van de splijtstoffen die op grond van deze Overeenkomst (gewijzigd) zijn verkocht of verhuurd.

E. De United States Commission is bereid, zolang zij dergelijke diensten aan haar vergunninghouders in de Verenigde Staten beschikbaar stelt, op nader overeen te komen voorwaarden diensten te verlenen voor de chemische opwerking met betrekking tot alle grondstoffen of bijzondere splijtstoffen, welke de Gemeenschap in het kader van dit programma van de Verenigde Staten heeft gekocht. Indien grondstoffen of bijzondere splijtstoffen, welke in het kader van dit programma van de Verenigde Staten zijn gehuurd, een chemische opwerking moeten ondergaan, wordt deze chemische opwerking, naar verkiezing van de United States Commission, verricht,

hetzij door de United States Commission, hetzij in andere door haar goed te keuren bedrijven, op nader overeen te komen voorwaarden. Voorts wordt overeengekomen, dat elke chemische opwerking door de United States Commission krachtens deze Overeenkomst zal worden verricht tegen de binnenlandse prijzen die in de Verenigde Staten op het moment van de levering van dergelijk materiaal van kracht zijn. Tenzij anders wordt overeengekomen, zullen vorm en inhoud van bestaande bestraalde splijtstofelementen na hun verwijdering uit de reactoren en vóór de levering aan de United States Commission of andere bedrijven niet worden veranderd. Bijzonder splijtmateriaal en ander materiaal dat teruggewonnen kan worden uit materiaal dat aan de United States Commission is teruggegeven om een chemische opwerking te ondergaan zal aan de Gemeenschap worden teruggegeven, tenzij anders wordt overeengekomen. Partijen gaan ervan uit, dat het staken door de United States Commission van de verlening van diensten met betrekking tot de opwerking afhankelijk zal worden gesteld van de beschikbaarheid van commerciële installaties, welke tegen redelijke prijzen in de behoeften aan dergelijke diensten kunnen voorzien, met inbegrip van de behoeften van projecten vallende onder het gemeenschappelijke programma. De United States Commission zal twaalf (12) maanden tevoren schriftelijk mededeling doen aan de Gemeenschap indien haar diensten met betrekking tot de chemische opwerking niet langer beschikbaar zijn.

F. Ten aanzien van alle bijzondere splijtstof die geproduceerd is in reactoren die met materialen werken die in het kader van deze Overeenkomst (gewijzigd) uit de Verenigde Staten zijn ontvangen en die de behoeften in de Gemeenschap aan dergelijk materiaal voor het vreedzaam gebruik van atoomenergie te boven gaat, wordt aan de Internationale Organisatie voor Atoomenergie het recht van optie toegekend voor de aankoop van dat materiaal tegen de officiële prijs daarvan als reactorbrandstof, die in de Vereneigde Staten op het moment van de aankoop geldt. Indien de Internationale Organisatie voor Atoomenergie van dit recht geen gebruik maakt, is de Regering van de Verenigde Staten van Amerika bereid dergelijk materiaal te kopen tegen de officiële prijs daarvan als reactorbrandstof, die in de Verenigde Staten op het moment van de aankoop geldt. Met betrekking tot plutonium dat is geproduceerd met een op grond van het gemeenschappelijke programma gebouwde reactor zal evenwel geen aankoopverplichting bestaan voor een periode die langer is dan een bedrijfsperiode van tien (10) jaar van de betreffende reactor of welke 31 december 1973 overschrijdt

(of 31 december 1975 voor ten hoogste twee, ingevolge Artikel I. A. nader te bepalen, reactoren) al naar gelang welk tijdstip het eerst wordt bereikt. Over verlenging van deze periode zal op verzoek van een van beide Partijen worden onderhandeld.

2. Artikel VII van de Overeenkomst tot Samenwerking wordt als volgt gewijzigd:

   (a) De woorden "voor alle doeleinden" die voorkomen in de paragrafen A.1., A.2., A.3.a., en A.3.b., worden in al deze paragrafen vervangen door de woorden "voor gebruik bij produktie of toepassing van bijzondere splijtstoffen of kernenergie".

   (b) Achter de woorden "voor gebruik", die tweemaal voorkomen in paragraaf C wordt op beide plaatsen ingelast: "bij produktie of toepassing van bijzondere splijtstoffen of kernenergie".

3. Aan de Overeenkomst tot Samenwerking wordt artikel XIV bis toegevoegd, luidende als volgt:

   A. Euratom zal de Regering van de Verenigde Staten van Amerika schadeloos stellen en vrijwaren terzake van elke schadevergoeding of wettelijke aansprakelijkheid, welke ontstaat of voortvloeit uit het Gemeenschappelijk Programma met uitzondering van die welke ontstaan ingevolge verbintenissen welke de United States Commission heeft aangegaan in het kader van een onderzoeken ontwikkelingsprogramma waarvoor in artikel 3 van de "Euratom Cooperation Act of 1958", zoals gewijzigd, vergunning is verleend, met dien verstande evenwel dat de bepalingen van deze paragraaf op geen enkele wijze de rechten aantasten, welke Euratom of enig andere persoon aan artikel 170 van de gewijzigde "Atomic Energy Act of 1954" kan ontlenen.

   B. Het is Partijen bekend dat bepaalde gevallen van aansprakelijkheid op het gebied van de kernenergie welke zouden kunnen ontstaan in verband met de uitvoering van het Gemeenschappelijk Programma in het kader van deze Overeenkomst, geacht mogen worden te vallen onder de "Paris Convention of July 29, 1960, on third party liability in the field of nuclear energy" en een voorgestelde aanvullende overeenkomst, waarbij de Lid-Staten van de Gemeenschap partij zouden zijn, alsmede onder desbetreffende wetten, welke reeds in de Lid-Staten van kracht zijn.

4. Aan artikel XV wórdt een nieuwe paragraaf (e) toegevoegd, die als volgt luidt:

   (e) "Voorzieningsagentschap van Euratom" is het Agentschap dat werd opgericht ingevolge Hoofdstuk VI van het Verdrag

tot Oprichting van de Europese Gemeenschap voor Atoomenergie.

5. Artikel XVI B van de Overeenkomst tot Samenwerking wordt als volgt gewijzigd:

   De woorden "gedurende een tijdvak van vijfentwintig (25) jaar" worden vervangen door de woorden "tot en met 31 december 1985".

6. Deze Wijziging, die wordt beschouwd als een bestanddeel van de Overeenkomst tot Samenwerking, treedt in werking op de dag waarop elke Partij van de andere een schriftelijke kennisgeving heeft ontvangen, volgens welke zij heeft voldaan aan alle wettelijke en grondwettelijke vereisten voor de inwerkingtreding van deze Wijziging.

TEN BLIJKE WAARVAN, de ondergetekende hiertoe behoorlijk gevolmachtigde vertegenwoordigers deze Wijziging hebben ondertekend.

GEDAAN te Brussel en te Washington op 21 mei en op 22 mei 1962 in tweevoud, in de Duitse, Engelse, Franse, Italiaanse en Nederlandse taal, zijnde de vijf teksten gelijkelijk authentiek.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:
PER IL GOVERNO DEGLI STATI UNITI D'AMERICA:
VOOR DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA:

W WALTON BUTTERWORTH

GLENN T. SEABORG

FOR THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM):
POUR LA COMMUNAUTE EUROPEENNE DE L'ENERGIE ATOMIQUE (EURATOM):
FÜR DIE EUROPÄISCHE ATOMGEMEINSCHAFT (EURATOM):
PER LA COMUNITÀ EUROPEA DELL'ENERGIA ATOMICA (EURATOM):
VOOR DE EUROPESE GEMEENSCHAP VOOR ATOOMENERGIE (EURATOM):

H L KREKELER

SASSEN.

EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

Atomic Energy: Cooperation for Peaceful Uses

Agreement amending the additional agreement of June 11, 1960. Signed at Brussels and Washington May 21 and 22, 1962; Entered into force July 9, 1962.

AMENDMENT TO THE ADDITIONAL AGREEMENT FOR COOPERATION OF JUNE 11, 1960

between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM)

WHEREAS the Government of the United States of America and the European Atomic Energy Community (Euratom) signed an Agreement for Cooperation on November 8, 1958,[1] concerning Peaceful Uses of Atomic Energy, as a basis for cooperation in programs for the advancement of peaceful applications of atomic energy;

WHEREAS such Agreement contemplates that from time to time the Parties may enter into further agreements for cooperation in the peaceful aspects of atomic energy;

WHEREAS said Parties signed an additional agreement (hereinafter referred to as the "Additional Agreement") on June 11, 1960,[2] to provide for further cooperation;

WHEREAS additional programs within the Community require quantities of special nuclear material that are not provided for by existing Agreements for Cooperation;

WHEREAS the Government of the United States of America has indicated its readiness to supply these supplementary requirements for special nuclear materials,

The Parties agree to amend the Additional Agreement as follows:

1. Paragraphs A, B, C, D and E of Article I are amended to read as follows:

   A. 1. The United States will sell or lease, as the Parties may agree, to the Community for use in

      (a) defined research applications in the Community, including experimental plants for the chemical processing or fabrication of special nuclear materials, and research and materials testing reactors and

      (b) defined power (including propulsion) applications in the Community, including experimental and demonstration projects

      up to a net amount of uranium 235 contained in uranium which when added to the net amount of uranium 235 required for the execution of the Joint Program as established by the Agreement for Cooperation signed on November 8, 1958, between the Parties will not exceed 30,000 kilograms of uranium 235. The net amount of uranium 235 supplied hereunder will be charged against the net amount to be delivered under said Agreement of November 8, 1958.

[1] TIAS 4173; 10 UST 75.
[2] TIAS 4650; 11 UST 2589.

2. Up to a net amount of 3,000 kilograms of uranium 235 will be made available for use in defined projects pursuant to paragraph A.1. a) of this Article. Additional quantities of uranium 235 for the same purposes may be made available in excess of the quantity of 3,000 kilograms as may be agreed.
3. The supply of uranium 235 for defined power applications pursuant to Paragraph A.1. b) will take place pursuant to specific contracts entered into within five years of the effective date of this Agreement. After that period quantities of uranium 235 not already sold or leased for power applications may be allocated by mutual agreement to uses in the Community within the scope of this Agreement or will cease to be available for the Community unless otherwise agreed.
4. The net amount of special nuclear material shall be its gross quantity, sold or leased to the Community, less the recoverable quantity thereof which has been resold or otherwise returned to the Government of the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

B. The uranium supplied hereunder may contain up to twenty per cent (20%) by weight of the isotope U–235. The United States Commission, however, may, upon request, make available a portion of the enriched uranium supplied hereunder as material containing more than twenty per cent (20%) by weight of the isotope U–235 when there is a technical or economic justification for such a transfer.

C. Contracts for the sale or lease of special nuclear material will be concluded between the United States Commission and the Euratom Supply Agency (the Agency established pursuant to Chapter VI of the Treaty establishing the European Atomic Energy Community)[1] and will specify the maximum quantities to be supplied, composition of material, charges for material, delivery schedules and other necessary terms and conditions. It is understood and agreed that title to leased special nuclear material shall remain in the United States of America as lessor of such materials, it being represented by the Community that retention of such title by the United States of America is not inconsistent with the Treaty establishing the European Atomic Energy Community. It is further understood and agreed that subject to the retention of such title by the United States of America, and not in derogation of it, the Community shall have power and authority, pursuant to the Treaty establishing the European Atomic Energy Community, over special nuclear material

[1] 298 UNTS 189.

leased by the United States Commission to the Community while such material is within the Community, and that the Community may exercise and enforce rights, powers, and authority conferred upon the Community by the Treaty and particularly Chapter VIII thereof, against Member States, enterprises and persons within the Community, provided, however, that such rights, powers and authority of the Community shall not be asserted against or in any way infringe upon the right, title and interest of the Government of the United States of America or of the United States Commission as lessor of such materials.

D. It is agreed that the Community may distribute special nuclear material to authorized users in the Community; the Community will retain, pursuant to the Treaty establishing the European Atomic Energy Community, title to any special nuclear material which is purchased from the United States Commission. Title to special nuclear materials produced in any part of fuel sold or leased hereunder to the Community shall be in the Community.

E. 1. The United States Commission agrees to accept from the Community irradiated fuel elements containing special nuclear material sold or leased to the Community by the Commission hereunder and will either process such material or will make settlements therefor, on terms and conditions to be agreed. Processing charges for material so accepted, whether processed or accepted for settlement, shall be calculated on the same basis as processing charges for domestic licensees at the time of delivery of such material to the United States Commission.

2. At such time as the United States Commission determines that chemical processing services for fuels from the Community are commercially available, it may, upon no less than twelve months' notice to the Community, discontinue furnishing such services.

2. A new Article I Bis is added to read as follows:

ARTICLE I BIS

In addition to transfers for the purposes provided under Article I, the United States may transfer to the Community, under such terms and conditions as may be agreed by the Parties and within the limit of the amount authorized for transfer to the Community under said Article I, an amount of uranium enriched in the isotope U-235 for performance in the Community of conversion, or fabrication services, or both, and subsequent transfer to a nation or group of nations with which the Government of the United States has an agreement for cooperation within the scope of

which the subsequent transfer falls. In addition, within the limits of the amount of special nuclear material authorized for transfer to the Community, irradiated special nuclear material may be transferred to the Community under terms and conditions to be agreed by the Parties for chemical reprocessing and subsequent transfer, as specified above, or retention by the Community. It is understood that the net amount concept as described in Paragraph A.4. of Article I shall also apply to such transfers for conversion, fabrication and reprocessing services.

3. Article II is amended to read as follows:

ARTICLE II

Materials of interest in connection with defined research applications (other than uranium enriched in the isotope U–235 and other special nuclear materials to be used in the fueling of reactors and reactor experiments), including up to a net amount of 30 kilograms of the isotope U–233 contained in unseparated, irradiated fuel elements (the transfer of such U–233 being subject to the availability of appropriate elements) together with such additional amounts of U–233 and plutonium as may be agreed and authorized, source material, byproduct material, other radioisotopes and stable isotopes, will be sold or otherwise transferred in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

The United States Commission will also from time to time sell or lease to the Community for additional applications other than those set forth above such net amounts of U–233 and plutonium (as such net amounts concept is described in Para A.4. of Article I) as may be agreed and authorized.

4. Article VI A. is amended as follows:

the words "for a period of ten (10) years" are deleted and the words "until December 31, 1985" are substituted in lieu thereof.

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

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

DONE at Brussels and Washington on May 21 and May 22, 1962 in duplicate, in the English, French, German, Italian and Netherlands languages, each language being equally authentic.

[1] July 9, 1962.

AMENDEMENT
A L'AVENANT DU 11 JUIN 1960 A L'ACCORD DE COOPERATION
entre
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
et
LA COMMUNAUTE EUROPEENNE DE L'ENERGIE ATOMIQUE (EURATOM)

TIAS 5104

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique et la Communauté Européenne de l'Energie Atomique (EURATOM) ont, en date du 8 novembre 1958, signé un Accord de coopération concernant les utilisations pacifiques de l'énergie atomique offrant la base d'une coopération dans l'exécution de programmes destinés à promouvoir les applications pacifiques de l'énergie atomique;

CONSIDERANT que ledit Accord prévoit la possibilité pour les Parties de conclure, de temps à autre, d'autres accords de coopération relatifs aux aspects pacifiques de l'énergie atomique;

CONSIDERANT que lesdites Parties ont, en date du 11 juin 1960, signé un avenant à l'Accord de coopération (ci-après dénommé "Avenant") prévoyant une plus ample coopération;

CONSIDERANT que des programmes additionnels dans la Communauté nécessitent des quantités de matières nucléaires spéciales qui ne sont pas prévues dans les Accords de coopération existants;

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique a fait savoir qu'il était disposé à fournir ces quantités supplémentaires de matières nucléaires spéciales,

Les Parties conviennent de modifier l'Avenant comme suit:

1. Les paragraphes A, B, C, D et E de l'article I sont amendés comme suit:

   A. 1. Les Etats-Unis vendront ou loueront à la Communauté, selon ce qui sera convenu entre les Parties, pour utilisation:

      (a) dans des applications déterminées en matière de recherche dans la Communauté, y compris les installations expérimentales de traitement chimique ou de fabrication de matières nucléaires spéciales, ainsi que les réacteurs de recherche et les réacteurs d'essai des matériaux, et

      (b) dans des applications déterminées en matière de production d'énergie (y compris la propulsion) dans la Communauté, y compris les installations expérimentales et de démonstration,

   une quantité nette maxima d'uranium 235 contenu dans l'uranium qui, ajoutée à la quantité nette d'uranium 235 nécessaire pour l'exécution du programme commun établi dans l'Accord de coopération signé le 8 novembre 1958 entre les Parties, ne dépassera pas 30.000 kilogrammes d'uranium 235. La quantité nette d'uranium

235 fournie en vertu du présent Accord (amendé) sera imputée sur la quantité nette à fournir au titre dudit Accord du 8 novembre 1958.

2. Une quantité maxima nette de 3.000 kilogrammes d'uranium 235 pourra être fournie pour utilisation dans des projets déterminés conformément au paragraphe A.1 alinéa a) du présent article. Des quantités supplémentaires d'uranium 235 pour les mêmes usages pourront être fournies en plus des 3.000 kilogrammes, selon ce qui sera convenu.

3. La fourniture d'uranium 235 pour des applications définies en matière de production d'énergie dans le cadre du paragraphe A.1 alinéa b) fera l'objet de contrats spéciaux conclus dans les cinq ans de l'entrée en vigueur du présent Accord. Passé ce délai, les quantités d'uranium 235 qui n'auront pas déjà été vendues ou louées pour des applications en matière de production d'énergie pourront, d'un commun accord, être affectées à des utilisations, dans la Communauté, relevant du domaine d'application du présent Accord ou cesseront d'être à la disposition de la Communauté, à moins qu'il n'en soit décidé autrement.

4. La quantité nette de matières nucléaires spéciales représentera la quantité brute vendue ou louée à la Communauté, moins la quantité récupérable de ces matières qui aura été revendue ou aura fait retour d'une autre manière au Gouvernement des Etats-Unis d'Amérique, ou encore aura été transférée à toute autre nation ou groupe de nations avec l'approbation du Gouvernement des Etats-Unis d'Amérique.

B. L'uranium fourni au titre du présent Accord (amendé) pourra contenir jusqu'à vingt pour cent (20%) en poids d'isotope U–235. Toutefois, sur demande, la United States Commission pourra fournir une partie de l'uranium enrichi livré au titre du présent Accord (amendé) sous forme de matière contenant plus de vingt pour cent (20%) en poids d'isotope U–235, lorsque des raisons techniques ou économiques justifient ce transfert.

C. Les contrats de vente ou de location de matières nucléaires spéciales seront conclus entre la United States Commission et l'Agence d'approvisionnement d'Euratom (Agence créée en vertu du chapitre VI du Traité instituant la Communauté Européenne de l'Energie Atomique); ils spécifieront les quantités maxima à fournir, la composition des matières, les redevances sur les matières, le calendrier des livraisons et autres conditions nécessaires. Il est entendu et convenu

que les Etats-Unis d'Amérique, en leur qualité de bailleur des matières, conserveront la propriété des matières nucléaires spéciales fournies en location, la Communauté ayant déclaré que la conservation de ce droit de propriété par les Etats-Unis d'Amérique n'est pas incompatible avec le Traité instituant la Communauté Européenne de l'Energie Atomique. Il est en outre entendu et convenu que, sous réserve et sans préjudice de la conservation de ce droit de propriété par les Etats-Unis d'Amérique, la Communauté aura pouvoir et autorité, en application du Traité instituant la Communauté Européenne de l'Energie Atomique, sur les matières nucléaires spéciales fournies en location à la Communauté par la United States Commission tant que ces matières se trouveront dans la Communauté, et que la Communauté pourra exercer et faire valoir les droits, pouvoirs et autorité qui lui sont conférés par le Traité, notamment par le chapitre VIII, à l'égard des Etats membres, entreprises et personnes établies dans la Communauté, pour autant que ces droits, pouvoirs et autorité de la Communauté ne soient pas invoqués de manière préjudiciable ou contraire en quelque façon aux droits, titres et intérêts du Gouvernement des Etats-Unis d'Amérique ou de la United States Commission en sa qualité de bailleur de ces matières.

D. Il est convenu que la Communauté pourra distribuer des matières nucléaires spéciales à des utilisateurs autorisés dans la Communauté; conformément au Traité instituant la Communauté Européenne de l'Energie Atomique, la Communauté conservera la propriété de toute matière nucléaire spéciale achetée à la United States Commission. La propriété des matières nucléaires spéciales produites dans une partie quelconque du combustible vendu ou loué à la Communauté au titre du présent Accord (amendé) appartiendra à la Communauté.

E. 1. La United States Commission est disposée à accepter de la Communauté des éléments de combustible irradiés contenant des matières nucléaires spéciales vendues ou fournies en location à la Communauté par la Commission au titre du présent Accord (amendé) et à en assurer soit le traitement, soit le règlement à des conditions à fixer d'un commun accord. Les redevances pour traitement des matières ainsi acceptées, qu'elles soient traitées ou acceptées contre règlement, seront calculées sur la même base que les redevances pour traitement demandées aux titulaires de licences aux Etats-Unis au moment de la livraison de ces matières à la United States Commission.

2. Lorsque la United States Commission établira que des services de traitement chimique de combustible provenant de la Communauté peuvent être assurés dans le commerce, elle pourra cesser de fournir de tels services moyennant préavis de douze mois au moins à la Communauté.

2. Est ajouté le nouvel article Ibis suivant:

ARTICLE I bis

En plus des transferts concernant les fins visées à l'article I, les Etats-Unis pourront transférer à la Communauté, à des conditions à convenir par les Parties et dans les limites des quantités dont le transfert à la Communauté est autorisé en vertu de l'article I, une quantité d'uranium enrichi en isotope U–235 destinée à l'exécution, dans la Communauté, de services de conversion ou de fabrication, ou les deux, et à être ultérieurement transférée à une nation ou à un groupe de nations avec lequel le Gouvernement des Etats-Unis est lié par un Accord de coopération auquel ressortit le transfert ultérieur. En outre, dans les limites des quantités de matières nucléaires spéciales dont le transfert à la Communauté est autorisé, des matières nucléaires spéciales irradiées pourront être transférées à la Communauté, à des conditions à convenir par les Parties, aux fins de retraitement chimique et transfert ultérieur, comme il est spécifié ci-dessus, ou de conservation par la Communauté. Il est entendu que la notion de quantité nette visée à l'article 1 paragraphe A. 4 s'applique également à de tels transferts pour services de conversion, fabrication et retraitement.

3. L'article II est amendé comme suit:

ARTICLE II

Les matières présentant un intérêt pour des utilisations définies en matière de recherche (à l'exeception de l'uranium enrichi en isotope U–235 et des autres matières nucléaires spéciales destinées à l'alimentation de réacteurs et de réacteurs d'épreuve), y compris une quantité nette maxima de 30 kilogrammes d'isotope U–233 contenus dans des éléments de combustible irradiés non séparés (le transfert de l'U–233 ne pouvant avoir lieu que si les éléments appropriés sont disponibles) ainsi que toutes quantités supplémentaires d'uranium 233 et de plutonium qui pourront être convenues et autorisées, les matières brutes, les sous-produits, les autres radio-isotopes et les isotopes stables, seront vendues ou transférées de toute autre manière en des quantités et aux conditions qui seront convenues, lorsque ces matières ne pourront être obtenues dans le commerce.

La United States Commission vendra ou louera également de temps à autre à la Communauté, pour des utilisations supplémentaires autres que celles visées ci-dessus, toutes quantités

nettes d'uranium 233 et de plutonium (le terme "quantité nette" devant être entendu dans le sens du paragraphe A.4 de l'article I) qui pourront être convenues et autorisées.

4. L'article VI A. est amendé comme suit:

   Les mots "pendant une période de dix (10) années" sont remplacés par les mots "jusqu'au 31 décembre 1985".

5. Le présent Amendement, qui sera réputé partie intégrante de l'Avenant, entrera en vigueur le jour où chacune des Parties aura reçu de l'autre Partie notification écrite indiquant qu'elle a accompli toutes les formalités légales et constitutionnelles requises pour l'entrée en vigueur du présent Amendement.

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

FAIT à Bruxelles et à Washington, le 21 mai et le 22 mai 1962, en deux exemplaires en langues allemande, anglaise, française, italienne et néerlandaise, chaque texte faisant également foi.

AENDERUNGSABKOMMEN ZUM ZUSATZABKOMMEN VOM 11. JUNI 1960 UEBER ZUSAMMENARBEIT

zwischen

DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA

und

DER EUROPAEISCHEN ATOMGEMEINSCHAFT (EURATOM)

TIAS 5104

IN DER ERWAEGUNG, daß die Vereinigten Staaten von Amerika und die Europäische Atomgemeinschaft (Euratom) am 8. November 1958 als Grundlage für die Zusammenarbeit bei Programmen zur Förderung der friedlichen Nutzung der Atomenergie ein Abkommen über Zusammenarbeit bei der friedlichen Verwendung der Atomenergie geschlossen haben;

IN DER ERWAEGUNG, daß dieses Abkommen die Möglichkeit vorsieht, daß die Parteien von Zeit zu Zeit weitere Abkommen über Zusammenarbeit im Hinblick auf die friedlichen Seiten der Atomenergie schließen;

IN DER ERWAEGUNG, daß die genannten Parteien am 11. Juni 1960 ein Zusatzabkommen über eine weitere Zusammenarbeit geschlossen haben, im folgenden als "Zusatzabkommen" bezeichnet;

IN DER ERWAEGUNG, daß für weitere Programme innerhalb der Gemeinschaft zusätzliche Mengen besonderen Kernmaterials benötigt werden, die in den bestehenden Abkommen über Zusammenarbeit nicht vorgesehen sind;

IN DER ERWAEGUNG, daß die Regierung der Vereinigten Staaten von Amerika sich bereit erklärt hat, diese zusätzlich benötigten Mengen besonderen Kernmaterials zu liefern,

kommen die Parteien überein, das Zusatzabkommen wie folgt zu ändern:

1. Die Absätze A, B, C, D und E des Artikels I erhalten folgenden Wortlaut:

   A. 1. Je nach Vereinbarung der Parteien verkaufen oder verpachten die Vereinigten Staaten der Gemeinschaft zur Verwendung bei

      a) näher bestimmten Forschungsvorhaben in der Gemeinschaft, einschließlich Versuchsanlagen für die chemische Aufarbeitung oder Herstellung besonderen Kernmaterials und Forschungs- und Materialprüfreaktoren, sowie

      b) näher bestimmten Vorhaben im Zusammenhang mit der Energieerzeugung (einschließlich Antriebzwecken) in der Gemeinschaft, einschließlich Versuchs- und Demonstrationsprojekten,

      in Uran enthaltenes U–235 bis zu einer Nettomenge, die zusammen mit der zur Durchführung des Gemeinsamen Programms gemäß dem am 8. November 1958 zwischen

den Parteien geschlossenen Abkommen über Zusammenarbeit benötigten Nettomenge U–235 30.000 Kilogramm U–235 nicht übersteigt. Die auf Grund dieses Abkommens (Neufassung) gelieferte Nettomenge U–235 wird auf die nach dem Abkommen vom 8. November 1958 zu liefernde Nettomenge angerechnet.

2. Bis zu 3.000 Kilogramm U–235 netto werden zur Verwendung bei näher bestimmten Projekten gemäß A 1 Buchstabe a) dieses Artikels zur Verfügung gestellt. Über die Menge von 3.000 Kilogramm hinaus können je nach Vereinbarung weitere Mengen U–235 für die gleichen Zwecke zur Verfügung gestellt werden.

3. Die Lieferung von Uran 235 für bestimmte Vorhaben im Zusammenhang mit der Energieerzeugung gemäß Absatz A 1 Buchstabe b) erfolgt auf Grund besonderer Verträge, die binnen fünf Jahren nach Inkrafttreten dieses Abkommens geschlossen werden. Nach Ablauf dieses Zeitraums können diejenigen Mengen an Uran 235, die nicht bereits für Vorhaben im Zusammenhang mit der Energieerzeugung verkauft oder verpachtet worden sind, im gegenseitigen Einvernehmen für in den sachlichen Geltungsbereich dieses Abkommens fallende Verwendungszwecke innerhalb der Gemeinschaft zugeteilt werden; andernfalls stehen sie der Gemeinschaft, sofern nichts anderes vereinbart ist, nicht mehr zur Verfügung.

4. Als Nettomenge des besonderen Kernmaterials gilt die an die Gemeinschaft verkaufte oder verpachtete Bruttomenge, abzüglich der rückgewinnbaren Menge, die der Regierung der Vereinigten Staaten von Amerika zurückverkauft oder in anderer Weise zurückgegeben oder an einen anderen Staat oder Staatengruppe mit Zustimmung der Regierung der Vereinigten Staaten von Amerika übertragen worden ist.

B. Das auf Grund dieses Abkommens gelieferte Uran kann gewichtsmäßig bis zu 20 % (zwanzig v.H.) mit dem Isotop U–235 angereichert sein. Die United States Commission kann jedoch auf Ersuchen einen Teil des auf Grund dieses Abkommens gelieferten angereicherten Urans als Material mit mehr als 20 %iger (zwanzigprozentiger) gewichtsmäßiger Anreicherung mit dem Isotop U–235 zur Verfügung stellen, wenn die Übertragung dieses Materials technisch oder wirtschaftlich vertretbar ist.

C. Verträge über den Verkauf oder die Verpachtung besonderen Kernmaterials werden zwischen der United States Commission und der Euratom-Versorgungsagentur (der gemäß Kapitel VI des Vertrags zur Gründung der Europäischen Atomgemeinschaft errichteten Agentur) geschlossen;

in diesen Verträgen sind die zu liefernden Höchstmengen, die Zusammensetzung des Materials, das Entgelt oder der Pachtzins für das Material, die Liefertermine und alle sonst erforderlichen Bedingungen festzulegen. Es besteht Einverständnis darüber und wird vereinbart, daß das Eigentum an verpachtetem besonderen Kernmaterial bei den Vereinigten Staaten von Amerika als Verpächter dieses Materials verbleibt, wobei die Gemeinschaft erklärt, daß es den Bestimmungen des Vertrags zur Gründung der Europäischen Atomgemeinschaft nicht widerspricht, daß die Vereinigten Staaten von Amerika das Eigentum behalten. Es besteht ferner Einverständnis darüber und wird vereinbart, daß die Gemeinschaft gemäß und nicht in Widerspruch zu diesem Vorbehalt des Eigentums der Vereinigten Staaten von Amerika auf Grund des Vertrags zur Gründung der Europäischen Atomgemeinschaft die Verfügungsgewalt über das von der United States Commission der Gemeinschaft verpachtete besondere Kernmaterial hat, solange sich dieses Material im Bereich der Gemeinschaft befindet, und daß die Gemeinschaft die ihr im Vertrag, insbesondere in dessen Kapitel VIII übertragenen Rechte, Vollmachten und Befugnisse gegenüber Mitgliedstaaten, Unternehmen und Personen innerhalb der Gemeinschaft ausüben und durchsetzen kann; diese Rechte, Vollmachten und Befugnisse dürfen jedoch nicht gegen die Eigentums- und sonstigen Rechte und Interessen der Regierung der Vereinigten Staaten von Amerika oder der United States Commission als Verpächterin des genannten Materials geltend gemacht werden, noch diese in irgendeiner Weise beeinträchtigen.

D. Es wird vereinbart, daß die Gemeinschaft besonderes Kernmaterial an hierzu berechtigte Verbraucher in der Gemeinschaft abgeben kann; gemäß dem Vertrag zur Gründung der Europäischen Atomgemeinschaft behält die Gemeinschaft das Eigentum an allem besonderen Kernmaterial, das bei der United States Commission gekauft wird. Das besondere Kernmaterial, das in irgendeinem Teil des auf Grund dieses Abkommens (Neufassung) an die Gemeinschaft verkauften oder verpachteten Brennstoffs erzeugt wird, ist Eigentum der Gemeinschaft.

E. 1. Die United States Commission erklärt sich bereit, bestrahlte Brennelemente, die von der Commission an die Gemeinschaft gemäß diesem Abkommen verkauftes oder verpachtetes besonderes Kernmaterial enthalten, von der Gemeinschaft zu übernehmen; sie wird dieses Material entweder aufarbeiten oder dafür zu noch zu vereinbarenden Bedingungen einen Ausgleich gewähren. Die Aufarbeitung dieses Materials, gleichviel ob es auf-

gearbeitet oder als Ausgleich übernommen wird, wird nach den gleichen Vergütungssätzen berechnet wie die Aufarbeitung für inländische Genehmigungsinhaber zum Zeitpunkt der Lieferung des Materials an die United States Commission.

2. Stellt die United States Commission fest, daß Dienstleistungen chemischer Aufarbeitung für Brennstoffe aus der Gemeinschaft auf dem Markt erhältlich sind, so kann sie die Leistungen einstellen, wenn sie dies der Gemeinschaft mindestens zwölf Monate zuvor angekündigt hat.

2. Es wird ein neuer Artikel I A folgenden Wortlauts eingefügt:

ARTIKEL I A

Außer der Übertragung zu den in Artikel I vorgesehenen Zwecken können die Vereinigten Staaten der Gemeinschaft mit dem Isotop U–235 angereichertes Uran unter noch zwischen den Parteien zu vereinbarenden Bedingungen und bis zu der für eine Übertragung an die Gemeinschaft gemäß Artikel I genehmigten Höchstmenge übertragen, und zwar zur Durchführung von in der Umwandlung oder Herstellung oder beidem bestehenden Dienstleistungen in der Gemeinschaft und späteren Übertragung an einen Staat oder Staatengruppe, mit der die Regierung der Vereinigten Staaten ein Abkommen über Zusammenarbeit geschlossen hat, in dessen sachlichen Geltungsbereich die anschließende Übertragung fällt. Ferner kann bestrahltes besonderes Kernmaterial bis zu der für eine Übertragung an die Gemeinschaft genehmigten Höchstmenge unter noch zwischen den Parteien zu vereinbarenden Bedingungen an die Gemeinschaft zur chemischen Aufarbeitung und späteren Übertragung gemäß vorstehenden Ausführungen oder zum Verbleib in der Gemeinschaft übertragen werden. Es besteht Einverständnis darüber, daß der Begriff der Nettomenge, wie er in Artikel I Absatz A 4 bestimmt ist, auch für eine Übertragung zum Zwecke von in der Umwandlung, Herstellung oder Aufarbeitung bestehenden Dienstleistungen gilt.

3. Artikel II erhält folgenden Wortlaut:

ARTIKEL II

Material, das für näher bestimmte Forschungsvorhaben von Bedeutung ist (sofern es sich nicht um mit dem Isotop U–235 angereichertes Uran und sonstige bei der Brennstoffversorgung von Reaktoren und Reaktor-Experimenten verwendete besondere Kernmaterialien handelt), einschließlich des in ungetrennten, bestrahlten Brennelementen enthaltenen Isotops U–233 bis zu einer Nettomenge von 30 Kilogramm (wobei die Übertragung des Urans 233 von der Verfügbarkeit entsprechender Elemente

abhängt) sowie die zusätzlichen Mengen an Uran 233 und Plutonium, die gegebenenfalls vereinbart und genehmigt werden, ferner Ausgangsmaterial, Nebenproduktmaterial, andere Radioisotope und stabile Isotope, werden, falls dieses Material auf dem Markt nicht erhältlich ist, in den Mengen und zu den Bedingungen, die gegebenenfalls vereinbart werden, verkauft oder anderweitig übertragen.

Ferner wird die United States Commission der Gemeinschaft für andere als die vorgenannten Verwendungszwecke von Zeit zu Zeit U-233 und Plutonium in den jeweils vereinbarten und genehmigten Nettomengen (wobei der Ausdruck "Nettomenge" die in Artikel I, Absatz A. 4 definierte Bedeutung hat) verkaufen oder verpachten.

4. Artikel VI A wird wie folgt geändert:

Die Worte "für die Dauer von 10 (zehn) Jahren" werden durch die Worte "bis zum 31. Dezember 1985" ersetzt.

5. Dieses Änderungsabkommen ist Bestandteil des Zusatzabkommens und tritt an dem Tage in Kraft, an dem jede Partei von der anderen eine schriftliche Notifizierung darüber erhalten hat, daß sie alle gesetzlichen und verfassungsmäßigen Erfordernisse für das Inkrafttreten dieses Änderungsabkommens erfüllt hat.

ZU URKUND DESSEN haben die unterzeichneten, hierzu gehörig bevollmächtigten Vertreter diese Änderung unterschrieben.

GESCHEHEN zu Brüssel und Washington am 21. Mai und am 22 Mai 1962 in zwei Urschriften in der deutschen, englishen, französischen, italienischen und niederländischen Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

EMENDAMENTO ALL'ACCORDO ADDIZIONALE DI COOPERAZIONE DELL'11 GIUGNO 1960

tra

IL GOVERNO DEGLI STATI UNITI D'AMERICA

e

LA COMUNITÀ EUROPEA DELL'ENERGIA ATOMICA (EURATOM)

TIAS 5104

CONSIDERANDO che il Governo degli Stati Uniti d'America e la Comunità Europea dell'Energia Atomica (Euratom) hanno firmato l'8 novembre 1958 un Accordo di Cooperazione, relativo all'utilizzazione dell'energia atomica a scopi pacifici, che costituisce la base di una cooperazione per i programmi destinati a promuovere lo sviluppo delle applicazioni pacifiche dell'energia atomica;

CONSIDERANDO che tale Accordo prevede per le Parti la possibilità di concludere di tanto in tanto altri accordi di cooperazione relativi agli aspetti pacifici dell'energia atomica;

CONSIDERANDO che le suddette Parti hanno firmato l'11 giugno 1960 un Accordo Addizionale (qui di seguito chiamato "Accordo Addizionale") che prevede una più ampia cooperazione;

CONSIDERANDO che i programmi aggiuntivi nella Comunità richiedono quantitativi di materiali nucleari speciali che non sono previsti negli esistenti Accordi di Cooperazione;

CONSIDERANDO che il Governo degli Stati Uniti d'America si è dichiarato pronto a fornire detti quantitativi supplementari di materiali nucleari speciali,

Le Parti convengono di emendare l'Accordo Addizionale come segue:

1. I paragrafi A, B, C, D e E dell'articolo I vengono emendati come segue:

   A. 1. Gli Stati Uniti venderanno o daranno in locazione alla Comunità, secondo quanto sarà convenuto tra le Parti, ai fini dell'utilizzazione

      (a) in determinate applicazioni per la ricerca nella Comunità, compresi gli impianti sperimentali per il trattamento chimico o la fabbricazione di materiali nucleari speciali, i reattori di ricerca e i reattori per la prova dei materiali, e

      (b) in determinate applicazioni di energia (compresa la propulsione) nella Comunità, nonchè negli impianti sperimentali e di dimostrazione,

   un quantitativo massimo netto di uranio 235 contenuto nell'uranio che, aggiunto al quantitativo netto di uranio 235 necessario all'esecuzione del programma comune stabilito nell'Accordo di Cooperazione firmato l'8 novembre 1958 dalle Parti, non ecceda 30.000 chilogrammi di uranio 235. Il quantitativo netto di uranio 235 for-

nito in conformità del presente Accordo (emendato), sarà imputato sul quantitativo netto da consegnare conformemente al predetto Accordo dell'8 novembre 1958.

2. A norma del presente articolo, paragrafo A.1, comma a), verrà messo a disposizione un quantitativo netto fino alla concorrenza di 3.000 chilogrammi di uranio 235 ai fini dell'utilizzazione in determinati impianti. Oltre al quantitativo di 3.000 chilogrammi suddetto, potranno essere messi a disposizione per gli stessi fini, a condizioni da convenirsi, quantitativi addizionali di uranio 235.

3. Il trasferimento a norma del presente articolo, paragrafo A.1, comma b) di uranio 235 per determinate applicazioni di energia, verrà effettuato in conformità di contratti specifici conclusi entro cinque anni dalla data di entrata in vigore del presente Accordo. Dopo tale termine i quantitativi di uranio 235 che non siano stati ancora venduti o dati in locazione per applicazioni di energia potranno essere destinati, di comune accordo, ad utilizzazioni nella Comunità nel quadro del presente Accordo o cesseranno dall'essere disponibili per la Comunità, salvo contraria pattuizione.

4. Il quantitativo netto del materiale nucleare speciale sarà costituito dal quantitativo lordo, venduto o dato in locazione alla Comunità, meno il quantitativo recuperabile che sarà stato rivenduto o in altro modo restituito al Governo degli Stati Uniti d'America o trasferito a qualsiasi altro paese o gruppo di paesi con l'approvazione del Governo degli Stati Uniti d'America.

B. L'uranio fornito in base al presente Accordo (emendato) potrà contenere fino al venti per cento (20 %) in peso dell'isotopo U-235. La United States Commission ha tuttavia facoltà, dietro richiesta, di mettere a disposizione una parte dell'uranio arricchito fornito nel quadro del presente Accordo (emendato) sotto forma di materiale contenente più del venti per cento (20 %) in peso dell'isotopo U-235, quando tale trasferimento sia giustificato da esigenze tecniche od economiche.

C. I contratti di vendita o di locazione di materiali nucleari speciali verranno conclusi tra la United States Commission e l'Agenzia di Approvvigionamento dell'Euratom (l'agenzia costituita in conformità del capitolo VI del Trattato che istituisce la Comunità Europea dell'Energia Atomica) e specificheranno i quantitativi massimi che debbono essere forniti, la composizione del materiale, il corrispettivo per il materiale, i termini di consegna e le altre condizioni necessarie. Resta inteso e convenuto che gli Stati Uniti d'America,

nella loro qualità di locatori di tali materiali, rimarranno proprietari del materiale nucleare speciale dato in locazione, avendo l'Euratom dichiarato che il mantenimento di tale diritto di proprietà da parte degli Stati Uniti d'America non è incompatibile con il Trattato che istituisce la Comunità Europea dell'Energia Atomica. Resta inoltre inteso e convenuto che, fatto salvo tale diritto di proprietà degli Stati Uniti d'America, e non in deroga ad esso, la Comunità avrà poteri ed autorità, conformemente al Trattato che istituisce la Comunità Europea dell'Energia Atomica, sui materiali nucleari speciali dati in locazione alla Comunità dalla United States Commission durante il periodo in cui tali materiali si troveranno nella Comunità e che la Comunità potrà esercitare e far valere i diritti, i poteri e l'autorità che le sono conferiti dal Trattato, e segnatamente dal capitolo VIII, nei confronti degli Stati membri, imprese e persone stabilite nella Comunità, a condizione che tali diritti, poteri ed autorità della Comunità non vengano fatti valere in maniera contraria o in qualche modo pregiudizievole ai diritti, titoli ed interessi del Governo degli Stati Uniti d'America o della United States Commission nella loro qualità di locatori di tali materiali.

D. Si conviene che la Comunità potrà distribuire materiali nucleari speciali ad utilizzatori autorizzati nella Comunità; in conformità del Trattato che istituisce la Comunità Europea dell'Energia Atomica, la Comunità conserverà la proprietà di qualsiasi materiale nucleare speciale acquistato presso la United States Commission. La proprietà dei materiali nucleari speciali prodotti in una parte qualsiasi del combustibile venduto o dato in locazione alla Comunità in base al presente Accordo (emendato) spetterà alla Comunità.

E. 1. La United States Commission è disposta ad accettare dalla Comunità elementi di combustibili irradiati contenenti materiali nucleari speciali venduti o dati in locazione alla Comunità dalla United States Commission in base al presente Accordo (emendato) e procederà o al trattamento di tali materiali, o a una compensazione a condizioni da convenire. Il corrispettivo per il trattamento dei materiali accettati alle condizioni di cui sopra, sia che essi vengano trattati sia che facciano oggetto di compensazione, verrà calcolato sulla stessa base del corrispettivo richiesto per il trattamento ai titolari di licenze negli Stati Uniti al momento della consegna di detti materiali alla United States Commission.

2. Quando la United States Commission accerterà che i servizi di trattamento chimico dei combustibili provenienti dalla Comunità sono disponibili a condizioni com-

merciali, essa potrà sospendere la fornitura di tali servizi con un preavviso alla Comunità non inferiore a 12 mesi.

2. Viene aggiunto il seguente nuovo articolo I bis:

ARTICOLO I bis

Oltre ai trasferimenti per i fini di cui all'articolo I, gli Stati Uniti potranno trasferire alla Comunità, a condizioni da convenire tra le Parti e nei limiti del quantitativo il cui trasferimento alla Comunità è autorizzato a norma del suddetto articolo I, un quantitativo di uranio arricchito nell'isotopo U-235 destinato, nella Comunità, a servizi di conversione o di fabbricazione, o ad entrambi, e ad essere successivamente trasferito ad un paese o gruppo di paesi con i quali il Governo degli Stati Uniti abbia concluso un Accordo di Cooperazione in cui sia previsto tale trasferimento successivo. Inoltre, entro i limiti del quantitativo di materiale nucleare speciale il cui trasferimento alla Comunità è autorizzato, dei materiali nucleari speciali irradiati potranno essere trasferiti alla Comunità stessa, a condizione da convenire tra le Parti, per il ritrattamento chimico e il successivo trasferimento, come sopra specificato, o per la ritenzione da parte della Comunità. Resta inteso che la nozione di quantitativo netto, quale descritto nell'articolo I paragrafo A.4., si applica anche a tali trasferimenti per servizi di conversione, fabbricazione e ritrattamento.

3. L'articolo II viene emendato come segue:

ARTICOLO II

I materiali che presentano interesse per determinate applicazioni nel settore della ricerca (fuorchè l'uranio arricchito nell'isotopo U-235 ed altri materiali nucleari speciali da essere utilizzati per il rifornimento di reattori e reattori di prova), ivi compreso un quantitativo netto fino a 30 chilogrammi dell'isotopo U-233 contenuto in elementi di combustibile irradiati non separati (il trasferimento di tale U-233 essendo soggetto alla disponibilità di elementi adeguati) nonchè i quantitativi addizionali di U-233 e plutonio che potranno essere approvati ed autorizzati, i materiali-fonte, i sottoprodotti, gli altri radioisotopi e isotopi stabili, saranno venduti o altrimenti trasferiti nei quantitativi ed alle condizioni da convenirsi se detti materiali non sono disponibili in commercio.

Di tanto in tanto la United States Commission venderà o darà in locazione alla Comunità, per applicazioni addizionali diverse da quelle sopra menzionate, quei quantitativi netti di uranio 233 e di plutonio (secondo la nozione di quantitativo netto di cui al paragrafo 4 dell'articolo I) che verranno pattuiti e autorizzati.

4. L'articolo VI A. viene emendato come segue:

   Le parole "per un periodo di dieci (10) anni" vengono soppresse e sostituite con le parole "fino al 31 dicembre 1985".

5. Il presente Emendamento, che sarà considerato parte integrante dell'Accordo Addizionale, entrerà in vigore il giorno in cui ciascuna delle Parti avrà ricevuto dall'altra Parte notificazione scritta che essa ha osservato tutte le formalità prescritte dalle leggi e dalla Costituzione per l'entrata in vigore di tale Emendamento.

IN FEDE DI CHE, i sottoscritti rappresentanti all'uopo autorizzati hanno firmato il presente Emendamento.

FATTO a Bruxelles e a Washington il 21 maggio e 22 maggio 1962 in duplice copia, nelle lingue francese, inglese, italiana, olandese e tedesca, i cinque testi facenti ugualmente fede.

WIJZIGING OP DE AANVULLENDE OVEREENKOMST TOT SAMENWERKING VAN 11 JUNI 1960

tussen

DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA

en

DE EUROPESE GEMEENSCHAP VOOR ATOOMENERGIE (EURATOM)

TIAS 5104

OVERWEGENDE, dat de Regering van de Verenigde Staten van Amerika en de Europese Gemeenschap voor Atoomenergie (Euratom) op 8 november 1958 een Overeenkomst tot Samenwerking betreffende het vreedzame gebruik van atoomenergie hebben ondertekend, die de grondslag vormt voor de samenwerking bij de uitvoering van programma's ter bevordering van de vreedzame toepassing van atoomenergie,

OVERWEGENDE, dat genoemde Overeenkomst Partijen de mogelijkheid biedt van tijd tot tijd andere Overeenkomsten te sluiten die voorzien in een samenwerking met betrekking tot de vreedzame aspecten van de atoomenergie,

OVERWEGENDE, dat genoemde Partijen op 11 juni 1960 een Aanvullende Overeenkomst (hierna te noemen "Aanvullende Overeenkomst") hebben ondertekend om een grondslag te leggen voor verdere samenwerking,

OVERWEGENDE, dat voor de nieuwe programma's in de Gemeenschap hoeveelheden bijzondere splijtstof nodig zijn, waarin niet is voorzien in de bestaande Overeenkomsten tot Samenwerking,

OVERWEGENDE, dat de Regering van de Verenigde Staten van Amerika zich bereid verklaard heeft deze aanvullende hoeveelheden bijzondere splijtstof te leveren,

Komen Partijen overeen de Aanvullende Overeenkomst als volgt te wijzigen:

1. De paragrafen A, B, C, D en E van artikel I worden gewijzigd en luiden als volgt:

   A. 1. De Verenigde Staten verkopen of verhuren, al naar Partijen overeen zullen komen, aan de Gemeenschap:

      (a) voor nader omschreven toepassingen op het gebied van het onderzoek in de Gemeenschap, met inbegrip van proefinstallaties voor de chemische opwerking of fabricage van bijzondere splijtstoffen en onderzoek- en materiaalbeproevingsreactoren en

      (b) voor nader omschreven toepassingen op het gebied van de energieproduktie (met inbegrip van voortstuwing) in de Gemeenschap, met inbegrip van projecten voor experimentele en demonstratiedoeleinden,

      ten hoogste een netto-hoeveelheid van in uranium aanwezig uranium–235, die tezamen met de netto-

hoeveelheid uranium–235 die nodig is voor de uitvoering van het gemeenschappelijk programma, dat werd vastgelegd bij de op 8 november 1958 door Partijen ondertekende Overeenkomst tot Samenwerking, niet méér zal bedragen dan 30.000 kilogram uranium–235. De netto-hoeveelheid uranium–235, die op grond van deze Overeenkomst (gewijzigd) zal worden geleverd, zal worden verrekend met de in het kader van genoemde Overeenkomst van 8 november 1958 te leveren netto-hoeveelheid.

2. Een netto-hoeveelheid van ten hoogste 3.000 kilogram uranium–235 zal beschikbaar worden gesteld voor nader omschreven projecten, krachtens paragraaf A.1. a) van dit artikel. Verdere hoeveelheden uranium–235 voor dezelfde doeleinden zullen eventueel beschikbaar worden gesteld boven de hoeveelheid van 3.000 kilogram, voor zover nader zal worden overeengekomen.

3. De levering van uranium–235 voor nader omschreven toepassingen op het gebied van de energieproduktie ingevolge paragraaf A.1.b) zal plaatsvinden op grond van afzonderlijke contracten, die binnen vijf jaar na de datum van inwerkingtreding van deze Overeenkomst worden gesloten. Na afloop van deze periode kunnen hoeveelheden uranium–235 die nog niet voor toepassingen op het gebied van de energie-produktie zijn verkocht of verhuurd, in onderling overleg worden bestemd om binnen de Gemeenschap te worden gebruikt voor doelstellingen, die binnen het kader van deze Overeenkomst vallen of zullen deze hoeveelheden niet meer voor de Gemeenschap beschikbaar zijn, tenzij Partijen anders overeenkomen.

4. De netto-hoeveelheid bijzondere splijtstoffen zal gelijk zijn aan de bruto-hoeveelheid die aan de Gemeenschap is verkocht of verhuurd, verminderd met de terug te winnen hoeveelheid van deze stoffen die aan de Regering van de Verenigde Staten van Amerika is terugverkocht of op andere wijze aan genoemde Regering is teruggegeven of die, met goedkeuring van de Regering der Verenigde Staten van Amerika, aan een andere staat of groep van staten is overgedragen.

B. Het krachtens deze Overeenkomst (gewijzigd) geleverde uranium zal, in gewichtshoeveelheden uitgedrukt, tot twintig procent (20 %) van de isotoop U–235 kunnen bevatten. De United States Commission kan echter, op verzoek, een gedeelte van het verrijkte uranium dat uit hoofde van deze Overeenkomst (gewijzigd) wordt geleverd, beschikbaar stellen in de vorm van materiaal dat meer dan twintig

gewichtsprocenten (20 %) van de isotoop U-235 bevat, indien een dergelijke overdracht technisch en economisch verantwoord is.

C. In contracten voor verkoop of verhuur van bijzondere splijtstoffen, die tussen de United States Commission en het Voorzieningsagentschap van Euratom (het Agentschap, opgericht ingevolge Hoofdstuk VI van het Verdrag tot oprichting van de Europese Gemeenschap voor Atoomenergie) zullen worden gesloten zullen de te leveren maximale hoeveelheden, de samenstelling van het materiaal, het voor het materiaal in rekening te brengen bedrag, het leveringsschema en andere noodzakelijke voorwaarden nader worden bepaald. Overeengekomen wordt dat het eigendomsrecht op de verhuurde bijzondere splijtstoffen voorbehouden blijft aan de Verenigde Staten van Amerika in de hoedanigheid van verhuurder van dergelijke splijtstoffen, daar door de Gemeenschap verklaard is dat het niet onverenigbaar is met het Verdrag tot oprichting van de Europese Gemeenschap voor Atoomenergie indien dit eigendomsrecht bij de Verenigde Staten van Amerika blijft berusten. Voorts wordt overeengekomen dat de Gemeenschap, met inachtneming van het feit dat de Verenigde Staten van Amerika zich dit eigendomsrecht voorbehouden en zonder dat hierop inbreuk wordt gemaakt, overeenkomstig het Verdrag tot oprichting van de Europese Gemeenschap voor Atoomenergie, beschikkingsbevoegdheid zal hebben over de bijzondere splijtstoffen, welke door de United States Commission aan de Gemeenschap zijn verhuurd, zolang dit materiaal zich binnen de Gemeenschap bevindt, en dat de Gemeenschap de rechten en bevoegdheden, waarover zij krachtens het Verdrag en meer in het bijzonder krachtens Hoofdstuk VIII van dit Verdrag beschikt, mag doen gelden jegens Lid-Staten, ondernemingen en personen binnen de Gemeenschap, mits dergelijke rechten en bevoegdheden door de Gemeenschap niet worden uitgeoefend tegen of op enigerlei wijze in strijd met de rechten, eigendomsrechten en belangen van de Regering van de Verenigde Staten van Amerika of van de United States Commission in de hoedanigheid van verhuurder van dergelijk materiaal.

D. Overeengekomen wordt dat de Gemeenschap bijzondere splijtstoffen aan bevoegde gebruikers in de Gemeenschap ter beschikking kan stellen; overeenkomstig het Verdrag tot oprichting van de Europese Gemeenschap voor Atoomenergie zal de Gemeenschap eigenaar blijven van alle bijzondere splijtstoffen die van de United States Commission worden gekocht. De Gemeenschap zal eigenaar zijn van alle bijzondere splijtstoffen welke ontstaan uit enig deel van de

splijtstoffen die op grond van deze Overeenkomst (gewijzigd) aan de Gemeenschap zijn verkocht of verhuurd.

E. 1. De United States Commission verklaart zich bereid van de Gemeenschap bestraalde splijtstofelementen te aanvaarden, welke bijzondere splijtstoffen bevatten die op grond van deze Overeenkomst (gewijzigd) door de Commission aan de Gemeenschap werden verkocht of verhuurd en zal deze, op nader overeen tekomen voorwaarden, hetzij zelf opwerken, hetzij hiervoor een regeling treffen. De opwerkingskosten voor dergelijk aanvaard materiaal, ongeacht of de opwerking geschiedt, of dat een regeling terzake wordt getroffen zullen worden berekend op dezelfde basis als de opwerkingskosten die op het tijdstip van de levering van dergelijk materiaal aan de United States Commission, aan licentiehouders in de Verenigde Staten in rekening worden gebracht.

2. Zodra de United States Commission vaststelt dat de opwerking van splijtstoffen, die uit de Gemeenschap afkomstig zijn, op commerciële basis kan geschieden, kan zij, met een opzeggingstermijn van ten minste twaalf maanden, het verlenen van dergelijke diensten staken.

2. Aan de Overeenkomst wordt een artikel I bis toegevoegd, luidende als volgt:

ARTIKEL I BIS

Naast de overdracht voor doeleinden, bedoeld in artikel I, kunnen de Verenigde Staten, op nader door Partijen overeen te komen voorwaarden en binnen de hoeveelheid welke voor overdracht aan de Gemeenschap krachtens genoemd artikel I is toegestaan, een hoeveelheid in de isotoop U–235 verrijkt uranium aan de Gemeenschap overdragen om binnen de Gemeenschap te worden omgezet of voor fabricage te worden gebruikt, of beide, met het doel deze vervolgens over te dragen aan een staat of groep van staten, waarmede de Regering van de Verenigde Staten een Overeenkomst tot Samenwerking heeft gesloten, binnen het kader waarvan een dergelijke secundaire overdracht valt. Vervolgens kunnen, binnen de hoeveelheden bijzondere splijtstoffen die voor overdracht aan de Gemeenschap zijn toegestaan, op nader door Partijen overeen te komen voorwaarden, bestraalde bijzondere splijtstoffen aan de Gemeenschap worden overgedragen, om aldaar chemisch te worden opgewerkt en vervolgens te worden overgedragen – zoals bovenomschreven – of door de Gemeenschap te worden behouden. Overeengekomen wordt dat het begrip van de netto-hoeveelheid, zoals omschreven in artikel I, paragraaf A.4., ook van toepassing zal zijn op dergelijke overdrachten voor diensten verleend terzake van omzetting, fabricage en opwerking.

3. Artikel II wordt als volgt gewijzigd:

ARTIKEL II

Materiaal dat van belang is in verband met nader omschreven onderzoekdoeleinden (met uitzondering van uranium, verrijkt in de isotoop U-235 en andere speciale splijtstoffen bestemd voor de voorziening van reactoren en reactorexperimenten) en dat tot een hoeveelheid van 30 kilogram van de isotoop U-233, aanwezig in niet gescheiden bestraalde splijtstofelementen, bevat (waarbij de overdracht van dergelijke hoeveelheden U-233 afhankelijk is van de beschikbaarheid van daarvoor in aanmerking komende splijtstofelementen) alsmede nader overeen te komen en goed te keuren aanvullende hoeveelheden U-233 en plutonium, en voorts grondstoffen, stoffen die als bijprodukt ontstaan, andere radioisotopen en stabiele isotopen, zullen in nader te bepalen hoeveelheden en op nader overeen te komen voorwaarden worden verkocht of op andere wijze worden overgedragen, wanneer dit materiaal niet in de handel verkrijgbaar is.

De United States Commission zal tevens van tijd tot tijd aan de Gemeenschap netto-hoeveelheden U-233 en plutonium ("netto-hoeveelheid" dient te worden verstaan in de zin aan die term gegeven in paragraaf A.4 van Artikel I) verkopen of verhuren, voor zover hierover onderling overeenstemming wordt bereikt en hiervoor vergunning wordt verleend, waarbij deze hoeveelheden bestemd zullen zijn voor andere dan de hierboven genoemde doeleinden.

4. Artikel VI A wordt als volgt gewijzigd:

de woorden "gedurende een periode van tien (10) jaar" worden vervangen door de woorden "tot en met 31 december 1985".

5. Deze Wijziging, die wordt beschouwd als een bestanddeel van de Aanvullende Overeenkomst, treedt in werking op de dag waarop elke Partij van de andere een schriftelijke kennisgeving heeft ontvangen, volgens welke zij heeft voldaan aan alle wettelijke en grondwettelijke vereisten voor de inwerkingtreding van deze Wijziging.

TEN BLIJKE WAARVAN, de ondergetekende hiertoe behoorlijk gevolmachtigde vertegenwoordigers deze Wijziging hebben ondertekend.

GEDAAN te Brussel en te Washington op 21 mei en op 22 mei 1962 in tweevoud, in de Duitse, Engelse, Franse, Italiaanse en Nederlandse taal, zijnde de vijf teksten gelijkelijk authentiek.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:
PER IL GOVERNO DEGLI STATI UNITI D'AMERICA:
VOOR DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA:

W WALTON BUTTERWORTH

GLENN T SEABORG

FOR THE EUROPEAN ATOMIC ENERGY COMMUNITY (EURATOM):
POUR LA COMMUNAUTE EUROPEENNE DE L'ENERGIE ATOMIQUE (EURATOM):
FÜR DIE EUROPÄISCHE ATOMGEMEINSCHAFT (EURATOM):
PER LA COMUNITÀ EUROPEA DELL'ENERGIA ATOMICA (EURATOM):
VOOR DE EUROPESE GEMEENSCHAP VOOR ATOOMENERGIE (EURATOM):

H L KREKELER

SASSEN.

CHINA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 18, 1955, as amended.
Signed at Washington May 31, 1962;
Entered into force July 13, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA CONCERNING CIVIL USES OF ATOMIC ENERGY

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of China Concerning Civil Uses of Atomic Energy signed at Washington on July 18, 1955[1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on December 8, 1958[2] and June 11, 1960,[3]

Agree as follows:

ARTICLE I

The following sentences are added at the end of Article VII (A) of the Agreement for Cooperation, as amended: ". . . It is understood that, without modifying this Agreement, the Parties may at any time enter into arrangements to provide for application of International Atomic Energy Agency safeguards to materials and facilities transferred to the Government of the Republic of China under this Agreement. It is contemplated that such arrangements may include provisions for suspension of the safeguards rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities."

ARTICLE II

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "July 17, 1962" and substituting in lieu thereof the date "July 17, 1964."

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[1] TIAS 3307; 6 UST 2617.
[2] TIAS 4176; 10 UST 152.
[3] TIAS 4514; 11 UST 1768.

ARTICLE III

This Amendment shall enter into force[1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this thirty-first day of May, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

W. AVERELL HARRIMAN

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

蔣廷黻

TINGFU F. TSIANG

[1] July 13, 1962.

CEYLON

Agricultural Commodities

Agreement signed at Colombo July 19, 1962;
Entered into force July 19, 1962.
With exchange of notes.

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

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the rupees accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Ceylon pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR RUPEES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Ceylon of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for rupees, to purchasers authorized by the Government of Ceylon, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat flour	$ 3.9
Ocean Transportation (estimated)	.8
Total	$ 4.7

2. Applications for purchase authorizations will be made within ninety (90) calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within ninety (90) days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposits of the rupees accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within eighteen (18) calendar months of the effective date of this Agreement.

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

ARTICLE II

USES OF RUPEES

The rupees accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (b), (f) and (h) through (s) of Section 104 of the Act, or under any of

such subsections, twenty-five percent of the rupees accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington under Section 104(e) of the Act and for administrative expenses of the Agency for International Development of Washington in Ceylon incident thereto, fifteen percent of the rupees accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Ceylon for business development and trade expansion in Ceylon, and to United States firms and Ceylon firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to the Agency for International Development of Washington and the Government of Ceylon, acting through the Central Bank of Ceylon. The Administrator of the Agency for International Development of Washington, or his designate, will act for the Agency for International Development, and the Governor of the Central Bank of Ceylon, or his designate, will act for the Government of Ceylon.

(3) Upon receipt of an application which the Agency for International Development is prepared to consider, the Agency for International Development will inform the Central Bank of Ceylon of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When the Agency for International Development is prepared to act favorably upon an application, it will so notify the Central Bank of Ceylon and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Ceylon on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty (60) days after the receipt of the notice that the Agency for International Development is prepared to act favorably upon an application, the Central Bank of Ceylon will indicate to the Agency for International Development whether or not the Central Bank of Ceylon has any objection to the proposed loan. Unless within

the sixty (60) day period the Agency for International Development has received such a communication from the Central Bank of Ceylon, it shall be understood that the Central Bank of Ceylon has no objection to the proposed loan. When the Agency for International Development approves or declines the proposed loan, it will notify the Central Bank of Ceylon.

(6) In the event the rupees set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because the Agency for International Development of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Agency for International Development of Washington and the Central Bank of Ceylon, the Government of the United States of America may use the rupees for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Ceylon under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Ceylon, as may be mutually agreed, forty percent of the rupees accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of rupees for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the rupees for any purposes authorized by Section 104 of the Act.

D. For a grant to the Government of Ceylon under subsection 104(e) of the Act, twenty percent of the rupees accruing pursuant to this Agreement for financing such projects to promote economic development as may be mutually agreed upon.

Article III

DEPOSIT OF RUPEES

1. The amount of rupees to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into rupees as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate

applying to all foreign exchange transactions is maintained by the Government of Ceylon, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Ceylon.

2. In the event that a subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of rupees which may be due or become due under this agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Ceylon will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. Upon request of the Government of the United States of America, the Government of Ceylon will furnish information on the progress of the program, particularly with respect to the arrival and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE at Colombo in duplicate this nineteenth day of July, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FRANCES E. WILLIS

FOR THE GOVERNMENT OF CEYLON:

T. B. ILANGARATNE

[EXCHANGE OF NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA
Colombo, July 19, 1962.

No. 1

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to Ceylon of $4.7 million worth of wheat flour, and to inform you of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities, or impair trade relations among friendly nations, the Government of Ceylon agrees that imports of wheat flour under this Agreement shall be over and above usual commercial imports from the United States and countries friendly to it of at least 150,000 metric tons during calendar year 1962, including any quantities Ceylon has agreed to import from Australia.

(2) For purposes of Section 104(a) of the Agricultural Trade Development and Assistance Act, as amended, the Government of Ceylon will provide, upon request of the Government of the United States of America, facilities for the conversion into non-dollar currencies, of two percent (2%) of the rupees accruing under the subject Agreement. Currencies obtained through these provisions will be utilized for financing agricultural market development activities in other countries.

(3) The Government of the United States of America may utilize rupees to pay for international travel originating outside of Ceylon when involving travel to or through Ceylon, including connecting travel, and air travel within the United States or other areas outside Ceylon when it is part of a trip in which the traveler journeys from, to or through Ceylon. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended. It is further understood that this travel is not limited to services provided by Ceylon's airlines.

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

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

FRANCES E. WILLIS

His Excellency
T. B. ILANGARATNE,
Minister of Commerce, Trade,
Food and Shipping,
Colombo.

COLOMBO, *July 19, 1962.*

EXCELLENCY:

I have the honour to acknowledge receipt of your letter of the 19th July, 1962, which reads as follows:-

"I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to Ceylon of $4.7 million worth of wheat flour, and to inform you of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural com-

modities, or impair trade relations among friendly nations, the Government of Ceylon agrees that imports of wheat flour under this Agreement shall be over and above usual commercial imports from the United States and countries friendly to it of at least 150,000 metric tons during calendar year 1962, including any quantities Ceylon has agreed to import from Australia.

(2) For purposes of Section 104(a) of the Agricultural Trade Development and Assistance Act, as amended, the Government of Ceylon will provide, upon request of the Government of the United States of America, facilities for the conversion into non-dollar currencies, of two percent (2%) of the rupees accruing under the subject Agreement. Currencies obtained through these provisions will be utilised for financing agricultural market development activities in other countries.

(3) The Government of the United States of America may utilise rupees to pay for international travel originating outside of Ceylon when involving travel to or through Ceylon, including connecting travel, and air travel within the United States or other areas outside Ceylon when it is part of a trip in which the traveller journeys from, to or through Ceylon. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended. It is further understood that this travel is not limited to services provided by Ceylon's airlines.

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

I confirm that your letter correctly sets out the understanding reached between the representatives of our two Governments.

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

T. B. ILANGARATNE.

Her Excellency FRANCES E. WILLIS,
Ambassador Extraordinary and Plenipotentiary
for the United States of America,
Colombo.

REPUBLIC OF KOREA

Visas: Waiver of Fees

Agreement effected by exchange of notes
Signed at Seoul May 25, 1962;
Entered into force May 25, 1962.

The American Ambassador to the Korean Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

SEOUL, *May 25, 1962.*

EXCELLENCY:

With reference to the exchange of views between the Ministry of Foreign Affairs and the Embassy of the United States concerning the reciprocal waiver of fees for the issuance of nonimmigrant visas, I have the honor to state that the following is the understanding of the Government of the United States:

1. The Government of the United States shall issue nonimmigrant visas free of charge on a reciprocal basis to Korean nationals who desire to enter the United States and who are in possession of valid Korean passports.
2. The Government of the Republic of Korea shall issue nonimmigrant visas free of charge on a reciprocal basis to United States nationals who desire to enter the Republic of Korea and who are in possession of valid United States passports.
3. Either Government may at any time give to the other Government written notice of its desire to terminate this agreement. The agreement may be terminated one month after the date of such notice.

The present note and that of Your Excellency of the same date constitute a formal agreement between the Government of the United States and the Government of Korea which will become effective on July 1, 1962.

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

SAMUEL D. BERGER

His Excellency
CHOI DUK-SHIN,
Minister of Foreign Affairs,
Seoul.

The Korean Minister of Foreign Affairs to the American Ambassador

외 무 부

외방고 4776 1962 년 5 월 25 일

각 하,

외무부와 주한 미합중국대사관간에 의견 교환이 있었던 비 이민 사증 수수료 면제에 관하여, 본관은 아래의 사항이 대한민국정부의 양해사항임을 언급하게 된것을 영광으로 생각합니다.

1. 대한민국정부는 한국에 입국하기를 원하는 유효한 미합중국 여권을 소지한 미합중국 국민에 대하여는 상호주의 원칙에 따라 무료로 비 이민 사증을 발급한다.

2. 미합중국정부는 미합중국에 입국하기를 원하는 유효한 한국 여권을 소지한 한국 국민에 대하여는 상호주의 원칙에 따라 무료로 비 이민 사증을 발급한다.

3. 일방정부는 본 협정을 종료하기를 원하는 서면 통고를 타방정부에 할수 있으며, 본 협정은 이 통고일로 부터 1 개월 후에 종료된다.

주한미합중국대사

사무엘 디. 버거 각하

TIAS 5107

본 각서와 동일자의 각하의 각서는 대한민국정부와 미합중국정부간에 정식 협정을 구성하며 본 협정은 1962년 7월 1일 부터 효력을 발생할 것입니다.

각하에게 새로이 본관의 변함없는 최고의 경의를 표하는 바입니다.

최덕신

Translation

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

IT-4776

MAY 25, 1962

EXCELLENCY,

With reference to the exchange of views between the Ministry of Foreign Affairs and the Embassy of the United States concerning the reciprocal waiver of fees for the issuance of non-immigrant visas, I have the honor to state that the following is the understanding of the Government of the Republic of Korea:

1. The Government of the Republic of Korea shall issue non-immigrant visas free of charge on a reciprocal basis to United States nationals who desire to enter the Republic of Korea and who are in possession of valid United States passports.
2. The Government of the United States shall issue non-immigrant visas free of charge on a reciprocal basis to Korean nationals who desire to enter the United States and who are in possession of valid Korean passports.
3. Either Government may at any time give to the other Government written notice of its desire to terminate this agreement. The agreement may be terminated one month after the date of such notice.

The present note and that of Your Excellency of the same date constitute a formal agreement between the Government of the Republic of Korea and the Government of the United States which will become effective on July 1, 1962.

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

CHOI DUK-SHIN

His Excellency
SAMUEL D. BERGER,
Ambassador of the United States of America.

TIAS 5107

PAKISTAN

Education: Financing of Exchange Programs

Agreement amending the agreement of September 23, 1950, as modified.
Effected by exchange of notes
Dated at Karachi July 29, 1960, and July 10 and November 13, 1961;
Entered into force November 13, 1961.

The American Ambassador to the Pakistani Minister for Foreign Affairs and Commonwealth Relations

No. 65: KARACHI, *July 29, 1960.*

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Pakistan dated September 23, 1950, [1] as modified by an exchange of notes dated September 16, 1957, and October 5, 1957, [2] to promote further mutual understanding between the peoples of the United States and Pakistan by a wider exchange of knowledge and professional talents through educational contacts between the citizens of the United States of America and the citizens of Pakistan.

Also, I have the honor to refer to recent conversations between representatives of our two Governments on the same subject. The Government of the United States of America desires to use for the purposes of the Educational Exchange agreement additional currency of Pakistan accruing to the United States of America pursuant to the Surplus Agricultural Commodities Sales Agreements dated March 2, 1956, [3] and August 7, 1956, [4] as amended. To accomplish this objective it is proposed that the Agreement of September 23, 1950, as amended and extended, be further modified by:

a) the deletion of "$300,000" in the first paragraph of Article 9 and substituting therefore "$500,000", and

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[1] TIAS 2116; 1 UST 630.
[2] TIAS 3919; 8 UST 1633.
[3] TIAS 3515; 7 UST 375.
[4] TIAS 3621; 7 UST 2229.

b) the deletion of the second paragraph of Article 9 and

c) the substitution of the following paragraph:

"Subject to the annual limitation specified in the first paragraph of this article, currency of Pakistan up to an aggregate amount of 16,787,500 Pakistan rupees accruing to the Government of the United States of America from sales made pursuant to the Surplus Agricultural Commodities Agreements dated March 2, 1956, and August 7, 1956, may be used for purposes of this agreement in accordance with Section 1 a, Article II of the Commodities Agreements."

d) by adding a paragraph to Article 9 as follows:

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when such appropriations are required by the laws of the United States."

e) by adding the following sentence to the first paragraph of Article 10:

"Basic foodstuffs purchased by the Foundation for the use of American grantees under contract with the Foundation shall also be exempt from such taxation."

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

Please accept, Excellency, the assurances of my highest consideration.

His Excellency
MANZUR QADIR
Minister for Foreign Affairs
And Commonwealth Relations
Karachi

The Pakistani Ministry of External Affairs to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS
KARACHI

No. POL. II(C)-1/136/60. Dated, *Karachi, the 10th July, 1961.*

The Ministry of External Affairs presents its compliments to the Embassy of the U.S.A. and with reference to the Embassy's note No.

65, dated the 29th July, 1960 has the honour to say that Government of Pakistan have agreed to the amendments in the following forms:-

(a) in article 9 of the Agreement

(i) the existing ceiling of $300,000 should be increased to $500,000 for expenditure in a single calendar year;

(ii) the aggregate amount may be increased from Rs. 4,987,500 to Rs. 16,787,500 to be used for the purpose of this Agreement; and

(iii) the following paragraph should be added to this Article:-

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

(b) amendment to article 10:

The Existing article 10 may be re-worded as follows:

"Furniture, equipment, supplies and any other article intended for official use of the Foundation shall be exempt in the territory of Pakistan from custom duties, excises, and surtaxes and every other form of taxation. The American Grantees of the Foundation will be allowed to import food-stuff, which will not include tobacco or liquor, free of customs duty and other taxes up to the maximum limitation of one hundred rupees per month per grantee. All funds and other property used for the purpose of the Foundation and all other official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of Pakistan.

Since the amendments to the original Agreement were made by exchange of notes. The Ministry will be grateful if the Embassy will kindly convey a formal approval of the U.S.A. to the amendments.

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

EMBASSY OF THE UNITED STATES
OF AMERICA IN PAKISTAN,
Karachi.

The American Embassy to the Pakistani Ministry of External Affairs

No. 363:

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs, Government of Pakistan, and has the honor to refer to the Ministry's Note No. POL. II(C)-1/136/60, dated July 10, 1961, conveying the approval of the Government of Pakistan to the amendment of Article 9 of the Agreement between the United States of America and Pakistan dated September 23, 1950, as amended, as proposed in the Embassy's Note No. 65 dated July 29, 1960.

With respect to the amendment of Article 10 of the Agreement, the United States Government approves the rewording of the aforesaid Article as follows:

> "Furniture, equipment, supplies and any other article intended for official use of the Foundation shall be exempt in the territory of Pakistan from custom duties, excises, and surtaxes and every other form of taxation. The American grantees of the Foundation will be allowed to import food-stuff, which will not include tabacco or liquor, free of customs duty and other taxes up to the maximum limitation of one hundred rupees per month per grantee. All funds and other property used for the purpose of the Foundation and all other official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of Pakistan."

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
Karachi, November 13, 1961.

FEDERAL REPUBLIC OF GERMANY ON BEHALF OF BERLIN

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of June 28, 1957.
Signed at Washington June 29, 1962;
Entered into force July 30, 1962.
With annex.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON BEHALF OF BERLIN CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Federal Republic of Germany acting on behalf of Berlin,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Federal Republic of Germany on Behalf of Berlin Concerning Civil Uses of Atomic Energy signed at Washington on June 28, 1957 [1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

ARTICLE I

Paragraph 3 of Article IV of the Agreement for Cooperation is amended to read as follows:

"3. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission or to facilities acceptable to the Commission for reprocessing."

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[1] TIAS 3874; 8 UST 1225.

ARTICLE II

The last sentence of Article V of the Agreement for Cooperation is amended by deleting the phrase "10 grams of plutonium, and 10 grams of U-233" and substituting in lieu thereof the phrase "10 grams of U-233, 250 grams of plutonium in the form of fabricated foils and sources, and 10 grams of plutonium in other forms".

ARTICLE III

The first sentence of Article XI of the Agreement for Cooperation is amended by deleting the phrase "five years" and substituting in lieu thereof the phrase "ten years".

ARTICLE IV

This Amendment shall enter into force [1] on the date on which the Government of the United States of America and the Government of the Federal Republic of Germany have advised each other in writing that they have complied with all statutory and constitutional requirements for the entry into force of such Amendment and it shall remain in force for the period of the Agreement for Cooperation, as hereby amended. Such advice from the Government of the Federal Republic of Germany shall include a statement that all legal procedures necessary for the application of the present Amendment to Berlin have been complied with.

[1] July 30, 1962.

ABKOMMEN ZUR ÄNDERUNG DES ABKOMMENS ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND HANDELND FÜR BERLIN ÜBER ZUSAMMENARBEIT AUF DEM GEBIET DER ZIVILEN VERWENDUNG DER ATOMENERGIE

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland handelnd für Berlin,

In dem Wunsche, das am 28. Juni 1957 in Washington unterzeichnete Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland handelnd für Berlin über Zusammenarbeit auf dem Gebiet der zivilen Verwendung der Atomenergie (im folgenden "Abkommen über Zusammenarbeit" bezeichnet) zu ändern,

Sind wie folgt übereingekommen:

Artikel I

Absatz 3 des Artikels IV des Abkommens über Zusammenarbeit erhält folgenden Wortlaut:

"3. Es wird vereinbart, dass, wenn irgendwelches Ausgangs- oder besonderes Kernmaterial, das von den Vereinigten Staaten von Amerika geliefert wird, einer Aufarbeitung bedarf, diese Aufarbeitung nach dem Ermessen der Kommission entweder in Einrichtungen der Kommission oder in Einrichtungen, die der Kommission angemessen erscheinen, zu später zu vereinbarenden Bedingungen durchgeführt wird; falls nichts anderes vereinbart wird, herrscht Einvernehmen darüber, dass Gestalt und Gehalt aller bestrahlten Brennstoffeinzelstücke nach Entfernung aus dem Reaktor und vor Ablieferung an die Kommission oder die der Kommission für die Aufarbeitung angemessen erscheinenden Einrichtungen nicht geändert werden."

Artikel II

Der letzte Satz des Artikels V des Abkommens über Zusammenarbeit wird geändert, indem die Worte "10 Gramm Plutonium and 10 Gramm U-233" gestrichen und durch "10 Gramm U-233, 250 Gramm Plutonium in Form von hergestellten Folien und in Strahlenquellen, und 10 Gramm Plutonium in anderer Form" ersetzt werden.

Artikel III

Der zweite Satz von Artikel XI des Abkommens über Zusammenarbeit wird geändert, indem die Worte "fünf Jahre" gestrichen und durch die Worte "zehn Jahre" ersetzt werden.

ARTIKEL IV

Dieses Änderungsabkommen tritt an dem Tage in Kraft, an dem die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland einander schriftlich davon benachrichtigt haben, dass sie alle gesetzlichen und verfassungsmässigen Erfordernisse für das Inkrafttreten dieses Änderungsabkommens erfüllt haben, das für die Dauer des hiermit geänderten Abkommens über Zusammenarbeit in Kraft bleibt. Die Mitteilung der Regierung der Bundesrepublik Deutschland enthält eine Erklärung des Inhalts, dass alle für die Anwendung dieses Änderungsabkommens auf Berlin notwendigen rechtlichen Voraussetzungen erfüllt worden sind.

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

DONE at Washington, in duplicate, in the English and German languages, both texts being equally authentic, this twenty-ninth day of June, 1962.

ZU URKUND DESSEN haben die gehörig bevollmächtigten Unterzeichneten dieses Änderungsabkommen unterschrieben.

GESCHEHEN zu Washington in zwei Urschriften, in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist, am 29. Juni 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

J ROBERT SCHAETZEL

JOHN S. GRAHAM

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:
FÜR DIE REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND:

GEORG VON LILIENFELD

ANNEX TO THE AMENDMENT TO THE AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON BEHALF OF BERLIN CONCERNING CIVIL USES OF ATOMIC ENERGY

With regard to the Agreement for Cooperation between the Government of the United States of America and the Government of the Federal Republic of Germany on Behalf of Berlin Concerning Civil Uses of Atomic Energy signed at Washington on June 28, 1957 (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on June 29, 1962 the Senate of Berlin accepts the provisions of the Agreement for Cooperation, as amended, and makes the following guaranties:

(a) The safeguards provided in Article VIII thereof shall be maintained.

(b) No material, including equipment and devices, transferred to the Senate of Berlin or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and no such material, including equipment and devices, will be transferred to unauthorized persons or beyond Berlin, except as the Commission may agree to such transfer to a nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and such nation.

ANHANG ZUM ÄNDERUNGSABKOMMEN ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND HANDELND FÜR BERLIN ÜBER ZUSAMMENARBEIT AUF DEM GEBIET DER ZIVILEN VERWENDUNG DER ATOMENERGIE

Bezüglich des Abkommens zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland handelnd für Berlin über Zusammenarbeit auf dem Gebiet der zivilen Verwendung der Atomenergie, das am 28. Juni 1957 in Washington unterzeichnet wurde (im folgenden als "Abkommen über Zusammenarbeit" bezeichnet), geändert durch das in Washington am 29. Juni 1962 unterzeichnete Abkommen, nimmt der Berliner Senat die Bestimmungen des geänderten Abkommens über Zusammenarbeit an und gibt folgende Zusicherungen:

(a) Die Sicherheitsmassnahmen gemäss Artikel VIII dieses Abkommens werden eingehalten.

(b) Kein Material einschliesslich von Ausrüstungen und Vorrichtungen, das dem Berliner Senat oder seiner Hoheitsgewalt unterstehenden berechtigten Personen auf Grund dieses Abkommens durch Verpachtung, Verkauf oder auf anderem Wege übertragen wird, wird für Atomwaffen oder Forschungsarbeiten über Atomwaffen oder deren Entwicklung oder für sonstige militärische Zwecke verwandt, und kein derartiges Material einschliesslich von Ausrüstungen und Vorrichtungen wird an unbefugte Personen übertragen oder nach ausserhalb Berlins verbracht, es sei denn, dass die Kommission einer solchen Übertragung an einen Staat zustimmt, und nur in dem Falle, dass dies nach Auffassung der Kommission mit einem Abkommen über Zusammenarbeit zwischen den Vereinigten Staaten und dem betreffenden Staat im Einklang steht.

BRAZIL

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of August 3, 1955, as amended.
Signed at Washington May 28, 1962;
Entered into force July 20, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the United States of Brazil,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the United States of Brazil Concerning Civil Uses of Atomic Energy signed at Rio de Janeiro on August 3, 1955[1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on July 9, 1958[2] and June 11, 1960,[3]

Agree as follows:

ARTICLE I

The following new Article is added directly after Article III of the Agreement for Cooperation, as amended:

"ARTICLE III (A)

"Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of the United States of Brazil, or persons under its jurisdiction, including source materials, special nuclear materials, by-product material, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of the United States of Brazil by the Commission for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case,

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[1] TIAS 3303; 6 UST 2583.
[2] TIAS 4255; 10 UST 1190.
[3] TIAS 4539; 11 UST 1921.

however, shall the quantity of special nuclear materials under the jurisdiction of the Government of the United States of Brazil, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of U-233, 250 grams of plutonium in the form of fabricated foils and sources, and 10 grams of plutonium in other forms."

ARTICLE II

The following sentences are added at the end of Article VII(A) of the Agreement for Cooperation, as amended: ". . . It is understood that, without modifying this Agreement, the Parties may at any time enter into arrangements to provide for application of International Atomic Energy Agency safeguards to materials and facilities transferred to the Government of the United States of Brazil under this Agreement. It is contemplated that such arrangements may include provisions for suspension of the safeguards rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities."

ARTICLE III

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "August 2, 1962" and substituting in lieu thereof the date "August 2, 1964."

ARTICLE IV

This Amendment shall enter into force[1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this twenty-eighth day of May, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

RICHARD N. GOODWIN

GLENN T SEABORG

FOR THE GOVERNMENT OF THE UNITED STATES OF BRAZIL:

MIGUEL A OZ DE ALMEIDA

[1] July 20, 1962.

PORTUGAL

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 21, 1955, as amended.
Signed at Washington May 28, 1962;
Entered into force July 20, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PORTUGAL CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Portugal,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Portugal Concerning Civil Uses of Atomic Energy, signed at Washington on July 21, 1955[1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on June 7, 1957,[2] and as amended by the Agreement signed at Washington on June 11, 1960,[3]

Agree as follows:

ARTICLE I

The last sentence of Article III(A) of the Agreement for Cooperation, as amended, is further amended by deleting the phrase "10 grams of plutonium, and 10 grams of U-233" and substituting in lieu thereof the phrase "10 grams of U-233, 250 grams of plutonium in the form of fabricated foils and sources, and 10 grams of plutonium in other forms."

ARTICLE II

The following sentences are added at the end of Article VII(A) of the Agreement for Cooperation, as amended:

"It is understood that, without modifying this Agreement, the Parties may at any time enter into arrangements to provide for application of International Atomic Energy Agency safeguards

[1] TIAS 3317; 6 UST 2677.
[2] TIAS 3899; 8 UST 1435.
[3] TIAS 4519; 11 UST 1783.

to materials and facilities transferred to the Government of Portugal under this Agreement. It is contemplated that such arrangements may include provisions for suspension of the safeguards rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities."

ARTICLE III

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "July 20, 1962" and substituting in lieu thereof "July 20, 1964".

ARTICLE IV

This Amendment shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this twenty-eighth day of May, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOY D. KOHLER

GLENN T SEABORG

FOR THE GOVERNMENT OF PORTUGAL:

PEDRO THEOTONIO PEREIRA

[1] July 20, 1962.

UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields in 1962–1963

Agreement signed at Washington March 8, 1962;
Entered into force March 8, 1962;
Operative retroactively January 1, 1962.
With Annexes Nos. I and II.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS ON EXCHANGES IN THE SCIENTIFIC, TECHNICAL, EDUCATIONAL, CULTURAL AND OTHER FIELDS IN 1962–1963

By agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics, delegations headed on the United States side by Ambassador Charles E. Bohlen, Special Assistant to the Secretary of State, and on the Soviet side by S. K. Romanovsky, Deputy Chairman of the State Committee of the Council of Ministers of the U.S.S.R. for Cultural Relations with Foreign Countries, conducted negotiations in Washington from January 31 to March 8, 1962, with regard to exchanges between the United States of America and the Union of Soviet Socialist Republics in the scientific, technical, educational, cultural, and other fields in 1962–1963. As a result of the negotiations and in order to continue the program of exchanges between the two countries, the United States and the Soviet Union have agreed to provide, during 1962 and 1963, for the exchanges which are set forth in the following Sections of the present Agreement, in the hope that these exchanges will contribute significantly to the betterment of relations between the two countries, thereby contributing to a lessening of international tension.

SECTION I

General

(1) The exchanges provided for herein shall be subject to the Constitution and applicable laws and regulations in force in the respective countries. Both Parties will use their best efforts to have these exchanges effected in accordance with the following Sections.

(2) The visits and exchanges enumerated in the following Sections are not intended to be exclusive of other visits and exchanges which may be arranged by the two countries or undertaken by their organizations or private citizens, it being understood that arrangements for additional exchanges, as appropriate, will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

(3) Both Parties, desirous of having the exchanges between them take place under favorable conditions and without delay, agree that:

(a) each of the Parties at its discretion shall have the right to include in delegations interpreters or members of its Embassy, who shall be considered as within the agreed total membership of such delegations;

(b) applications for visas for members of delegations or visiting groups shall be submitted, as a rule, twenty days before the estimated time of departure;

(c) the programs, lengths of stay, dates of arrival, financial and transportation arrangements and other details of the exchanges provided for in this Agreement, except as otherwise herein stated, shall be agreed upon, as a rule, not less than thirty days in advance through diplomatic channels or between appropriate organizations as approved by each Party;

(d) except where other specific arrangements have been made by mutual consent, visiting delegations and individual visitors under this Agreement shall pay their own expenses, including international travel, internal travel and cost of maintenance in the receiving country.

SECTION II

Scientific Exchanges

(1) Both Parties, attaching great significance to the development of scientific exchanges between the two countries, will take all appropriate measures in order to encourage and achieve the fulfillment of:

(a) the Agreement between the National Academy of Sciences of the United States and the Academy of Sciences of the U.S.S.R., a copy of which is appended to this Agreement as Annex No. I;[1]

(b) the Agreement between the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R., a copy of which is appended to this Agreement as Annex No. II.[2]

[1] *Post*, p. 1545.
[2] *Post*, p. 1555.

(2) Additional visits by scientists of one country to the other country may also be agreed upon through diplomatic channels or between appropriate organizations as approved by each Party.

Such visits, whether for the purpose of participating in scientific meetings, exchanges of experience, conducting studies or delivering lectures, shall take place as far as possible on a reciprocal basis.

(3) Both Parties, attaching great importance to the development of international cooperation in the utilization of atomic energy for peaceful purposes, will, within the limits of unclassified information, develop on a reciprocal basis cooperation in this field by means of:

- exchanging visits of specialists;
- exchanging information (abstracts, reports, and documents) on current and completed research;
- holding joint conferences and discussing research on specific scientific problems.

Specific arrangements for implementing the above cooperation (programs of and procedures for visits, the scope and form of exchanges of information, scientific problems for joint discussion, etc.) shall be subject to agreement between the U.S. Atomic Energy Commission and the State Committee of the U.S.S.R. Council of Ministers on the Utilization of Atomic Energy.

The Parties will also consider the possibility of making available to each other scientific instruments on agreed terms and on a reciprocal basis. Such arrangements will proceed only to the extent mutually agreed and permissible under the laws and export policies of the respective countries.

In order that the International Atomic Energy Agency and its interested members may benefit to the fullest extent from this effort for further development of the peaceful uses of the atom, the Agency will be given all reports and results of the exchanges, and, to the extent possible, the Agency will be asked to participate in such joint conferences and studies as may be held.

Section III

Exchanges in the Fields of Technology, Industry, Transport, Construction and Trade

Both Parties agree to provide for exchanges of delegations for periods of three to four weeks for the purposes of familiarization and exchange of experience in the following fields:

(1) Technology, Industry and Transport

(a) Petroleum Geochemistry: Visits to laboratories and oil fields for observation and discussion, to include the origin of petroleum, migration and entrapment of petroleum, source beds of

petroleum, chemical and physical nature of petroleum, role of microbiological activities, occurrence of petroleum hydrocarbons in recent and ancient sediments, and geochemical prospecting methods (five-six persons);

(b) Meteorology: Exchange of visits of experts of United States Weather Bureau and Soviet Hydrometeorological Service to study processing of weather data, meteorological research, long range weather forecasting, agrometeorology and associated phases of hydrology (five-six persons);

(c) Aluminum Industry: Production of aluminum and its alloys, mechanization and automation of the electrolysis process, mining and processing of aluminous ores (bauxite and nephaline) and manufacture of alumina (five-ten persons);

(d) Ocean Shipping: Operation of seagoing vessels, organization of loading and unloading operations in ports, repair of ships in ports (five-ten persons);

(e) Electric Power: (For the U.S. side) hydroelectric power installations including high dams, high-voltage long distance transmission lines, main power stations and substations (five-ten persons); (for the Soviet side) thermal electric power installations, high-voltage long distance transmission lines, main power stations and substations (five-ten persons);

(f) Industrial Standards and Norms: Study of methods of establishing standards and norms in industrial production, visits to industries and laboratories to observe the application of standards and norms to industrial production (five-six persons);

(g) Welding: Study of the state of and developments in welding technology and new methods of welding; visits to research centers and research and development enterprises in the field of the technology of welding, fusing, flame torch cutting, and electron-beam welding and fusing, as well as in the production of equipment and welding materials (five-six persons);

(h) Rural and Urban Use of Electricity: Electrification of residential sections of urban areas, electrification in rural areas, construction and use of rural electric power lines and substations, and use of electric equipment in urban and rural areas (five-six persons);

(i) Clothing Industry: Study of techniques, technology and organization of production in the clothing industry (five-six persons);

(j) Dairy Products Industry: Study of milk-processing enterprises and the manufacture of dairy products (five-six persons);

(k) Desalting of Saline Waters: Study of the methods of desalting of saline waters, including sea water, particularly by electrodialysis installations (five-six persons);

(l) Book Publishing: Study of methods of book selection, printing of books and their distribution (five-six persons);

(m) Metrology: Study of the problems of general metrology, the measurement of ionizing radiation, and of thermal, mechanical, electrical and radio measurements (six-seven persons).

(2) Construction

(a) Mechanization in Construction: Mechanization in construction-installation work, including the use of various types of construction, machines, equipment, as well as installation of steel and reinforced concrete structures, techniques and equipment in tunnelling and mine-shaft sinking work (five-eight persons);

(b) Urban Planning and Development: Modern methods and techniques used in the planning of urban areas, planning and development of residential, industrial and commercial areas, social and cultural centers and recreation areas (eight-ten persons).

(3) Trade and Economics

(a) Foreign Trade: Study of the organization, techniques and practices of U.S.-U.S.S.R. trade and international trade, including visits to national and regional trade organizations, associations, banks and financial institutions, academic institutions, and governmental agencies identified with foreign trade (five-six persons);

(b) Accounting Techniques: Study of the theory and practice of accounting in enterprises and institutions, techniques of processing accounting information, use of calculating and computing machines for the processing of accounting, financial and statistical data (five-six persons).

Section IV

Exchanges in the Field of Agriculture

(1) Both Parties agree to provide for exchanges of delegations of specialists in agriculture, each consisting of three to six persons, for a period of three to four weeks:

(a) Mechanization of Irrigation and Reclamation: Study of the mechanization of the construction of irrigation canals, distribution systems, drainage systems and other related structures (dams, pumping plants, siphons, drops, weirs, turnouts, pressure pipe systems, canal lining and sealant techniques, devices, and materials used), as well as the mechanization of maintenance and utilization of these canals, systems, and structures (mechanization of watering, clearing of canals of deposits, weeds and debris, canal sealant techniques, devices, and materials);

(b) Soil classification, mapping and soil use, including the study of prevention of soil erosion and the machines and technical facilities used in the preparation of soils to prevent erosion;

(c) Livestock Raising and Meat Production: Study of livestock raising, slaughtering facilities and meat products processing enterprises;

(d) National Parks and Wild Life Sanctuaries: Organization and administration on the central and local level, observation and discussion of conservation practices and research, educational and recreational activities (from the U.S. side); Scientific research in the field of veterinary virusology and bacteriology (from the Soviet side).

(2) Both Parties agree to provide for an exchange of agricultural scientists in the following fields:

(a) Soil microbiology (one person for one year);

(b) Basic research on sugar beet production (one person for three to four months);

(c) Diseases common to man and animals, and the vectors of diseases from animals to man (two persons for periods up to three months).

Section V

Cooperation in the Field of Public Health and Medical Science

(1) Both Parties re-affirm their interest in intensifying the fight against serious diseases and express their agreement to contribute to the further development of contacts and cooperation between the American and Soviet scientific institutions engaged in studying the problems of cancer, cardio-vascular diseases, rheumatic diseases, virus diseases including poliomyelitis, and other important problems of medicine.

Details of specific exchanges shall be agreed upon by direct negotiations between the U.S. Public Health Service and the U.S.S.R. Ministry of Health.

(2) The U.S. Public Health Service and the U.S.S.R. Ministry of Health will facilitate cooperation between the following scientific-research institutes and other mutually agreed upon research organizations of the United States and the Soviet Union:

(a) For the U.S. side, the National Cancer Institute and through it other U.S. scientific institutes engaged in the study of cancer; for the Soviet side, the Institute of Experimental and Clinical Oncology, Academy of Medical Sciences of the U.S.S.R. and through it other Soviet oncological institutes;

(b) For the U.S. side, the National Institutes of Health and through it other U.S. scientific institutions engaged in the study of infectious diseases and virus diseases, including poliomyelitis; for the Sovet side, the Academy of Medical Sciences of the U.S.S.R. and through it other Soviet scientific institutions engaged in the study of infectious diseases and virus diseases, including poliomyelitis;

(c) For the U.S. side, the National Heart Institute and the National Institute of Arthritis and Metabolic Diseases and through

them other U.S. scientific institutions engaged in the study of cardio-vascular diseases and rheumatic diseases; for the Soviet side, the Institute of Therapy, Academy of Medical Sciences of the U.S.S.R. and the State Scientific-Research Institute of Rheumatism and through them other Soviet scientific institutions engaged in the study of cardio-vascular diseases and rheumatic diseases.

Conditions of assuring contacts will be agreed upon separately by representatives of the aforesaid organizations.

Both Parties will assist the aforementioned institutions in exchanging plans for scientific research studies and information on research studies completed, as well as in organizing joint scientific studies, in exchanging specialists and in participating in joint scientific sessions to be convened by the aforementioned institutes, the U.S. Public Health Service and the U.S.S.R. Ministry of Health in the United States and the Soviet Union alternately.

(3) Both Parties will provide for an exchange of six to eight delegations of three to six persons each, for periods of three to four weeks.

U.S. Delegations will study the results attained in the following fields in the Soviet Union:

(a) Viral encephalitides;

(b) Physiological development of the child;

(c) Central nervous system regulation of visceral functions;

(d) Environmental and sanitary engineering;

(e) Industrial toxicology;

(f) Public health services;

(g) Medical education;

(h) Immunology.

Soviet Delegations will study the results attained in the following fields in the United States:

(a) Scientific research in the field of vitamins and coferments, both of medicinal and food preparations used in medicine;

(b) Air pollution (Problems of protection of the atmosphere);

(c) Hospitals: organization of medicinal processes; work load of doctors, of middle and junior medical personnel, equipment of hospitals, complex and noncomplex mechanization;

(d) Laboratories: laboratory diagnostics, organization of work, equipment of clinical, diagnostical, sanitary, and epidemiological laboratories;

(e) Diseases of blood and blood forming organs;

(f) Protection of children's health;

(g) Anaesthesiology;

(h) Psycho-pharmacology.

(4) Both Parties will exchange specialists, not to exceed 25 persons for periods averaging about four months each, for the purpose of studying the work of medical scientific research institutes and establishments of the United States and the Soviet Union, exchanging experience and conducting joint research studies. (The total volume of exchanges will constitute up to 100 man-months from each side during the two-year period.)

(5) Both Parties will facilitate the publication of studies of U.S. researchers in Soviet medical journals and of studies of Soviet researchers in U.S. medical journals on the most important problems in medical science.

(6) Both Parties will facilitate the further development of exchanges of medical journals and books between U.S. and Soviet libraries and institutions.

(7) Both Parties agree to inform the World Health Organization on the activities conducted under this Section of the Agreement.

SECTION VI

Educational Exchanges

(1) Both Parties agree to provide for an exchange of students, post-graduate students, and young instructors or researchers (hereafter referred to as participants) between U.S. and Soviet universities and other institutions of higher learning for the academic years 1962–63 and 1963–64 of up to 50 persons on each side annually.

The regular period of stay in the host country for participants in accordance with this Agreement will be an academic year (ten months). Shorter or longer periods of stay of individual participants (five to fifteen months) may be provided for by mutual agreement between the educational authorities of both Parties.

These exchanges will be carried out according to the Annex [1] to this Section and in accordance with subsequent agreement between the educational authorities of both Parties.

The educational authorities which will represent the respective Parties in the exchanges set forth in paragraphs 1, 2, and 3 of this Section will be the Inter-University Committee on Travel Grants on the U.S. side and the Ministry of Higher and Specialized Secondary Education of the U.S.S.R. on the Soviet side.

(2) Both Parties agree to provide for an exchange of courses of study in the English and Russian languages respectively to which

[1] *Post*, p. 1511.

each side will send up to 25 persons for a period of not less than ten weeks nor more than twelve weeks during the summer of 1963. This exchange will be carried out according to this Agreement and in accordance with subsequent agreement between the educational authorities of both Parties.

The sending side shall be responsible for the selection of its group and shall also inform the receiving side of the composition of its group, which may be accompanied by one or two language specialists, at a time and in a manner to be agreed upon by the educational authorities of both Parties.

The receiving side shall determine the program of study for the group which it receives in consultation with the educational authorities of the sending side, including the date for the beginning of the program of study. The sending side agrees to have its group arrive by the date agreed upon.

(3) Both Parties agree to provide for exchanges between universities of professors and instructors for lectures, consultations, seminars and scientific work in the number of twenty-five persons from each side annually for a period of up to one semester. Moscow, Leningrad, Kiev and Tashkent universitites will take part in these exchanges on the Soviet side. The universities taking part in these exchanges on the U.S. side will include Colombia, Harvard, Yale, Indiana and California.

The Parties also agree to provide for exchanges of professors and instructors for lectures, consultations and seminars between Soviet and U.S. higher educational institutions in the number of fifteen persons from each side annually for a period of up to four weeks for each participant.

The subject of lectures and of scientific work, and also the periods of stay and conditions of the trips of professors and instructors will be determined between the universities or the educational authorities of both Parties in each case not later than three months before the trip.

(4) Both Parties agree to provide for the exchange of two conservatory instructors from each side for periods of up to one academic year.

(5) Both Parties agree to provide for the following exchanges of specialists in education in the years 1962–63:

(a) One delegation each of representatives of the Ministry of Higher and Specialized Secondary Education and the American Association of Junior Colleges respectively in the field of technical education at appropriate levels (five persons for up to one month each).

(b) The Soviet side will receive a delegation of specialists in the field of education for the purpose of studying the organization and administration of education at various levels from primary through higher education (four persons for three weeks);

The U.S. side will receive a delegation of specialists in public education for the purpose of studying the organization and production of school equipment and visual aids, as well as for studying the use of films, radio and television for study purposes (four persons for three weeks).

(c) The Soviet side will receive a delegation of specialists in the field of education for the purpose of studying evening schools, part-time schools for workers, correspondence study and the like (four persons for three weeks);

The U.S. side will receive a delegation of teachers and specialists in the field of education for the purpose of studying the teaching of foreign languages in schools and higher educational institutions as well as language study equipment (four persons for three weeks).

(6) Both Parties will exchange delegations of specialists for studying questions concerning mental retardation of children (six to eight persons for three weeks each). The program and other details of this exchange will subsequently be agreed upon between interested organizations of both Parties.

(7) Both Parties agree to encourage the exchange of educational legislation, textbooks, syllabi, curricula, statistical educational handbooks, materials on methodology, children's literature, slides, samples of teaching instruments and visual aids as well as other educational material of interest to one side or the other.

Section VII

Exchanges in Performing Arts

(1) Both Parties undertake to encourage and support an increase, on a reciprocal basis, in the number of performing arts appearances of theatrical, musical, choral and choreographic groups, orchestras, and individual artists.

(2) Both Parties agree to facilitate the tours of at least two major performing arts attractions on each side for each calendar year.

(a) The Parties agree to the following arrangements for the year 1962:

The New York City Ballet, the Robert Shaw Chorale, and the Benny Goodman Orchestra will visit the Soviet Union; and

The Bolshoi Theatre Ballet, Leningrad Philharmonia Symphony Orchestra, and the Ukrainian Dance Ensemble will visit the United States.

(b) The exchanges for 1963 will be arranged between the Parties no later than the meeting provided for in Section XIII of this Agreement.

(3) Commercial contracts which are mutually acceptable to both Parties will be concluded between impresarios or other financially responsible organizations on the United States side and concert organizations on the Soviet side in sufficient time, but not later than six months before the beginning of each exchange, in order that the exchanges may be suitably prepared and carried out. The detailed conditions of the above exchanges will be agreed upon between the same organizations or impresarios. Each Party will try to satisfy, whenever possible, the wishes of the other Party concerning the timing and duration of the tours, as well as the number of cities to be visited.

(4) Both Parties will provide for the exchange of up to ten individual performers each year from each side. The suggestions for tours of these individual performers may be made through corresponding organizations on both sides (the American impresarios and the Soviet concert organizations) or directly by the Parties.

(5) The above exchanges do not exclude the arranging of additional exchanges in the field of performing arts provided that there is an interest on the part of the appropriate organizations or impresarios on both sides and that such exchanges are approved by the Parties. In the case of additional major performing arts attractions, the provisions of paragraph (3) will apply.

SECTION VIII

Exchanges in the Field of Cinematography and the Motion Picture Industry

Both Parties consider it desirable that the Standing Committee on Cooperation in the Field of Cinematography, established in accordance with Paragraph 8, Section VII, of the Agreement of January 27, 1958,[1] and extended by reference in Section VIII of the Agreement signed November 21, 1959,[2] continue its activities in 1962–63, by reviewing problems which may arise in connection with the implementation of the provisions of the present Section. It is provided that meetings of the Standing Committee will be convened by mutual agreement alternately in Washington and Moscow, and it is considered desirable that this Standing Committee meet at least once each year.

(1) Both Parties will make provisions for the sale and purchase of motion pictures by the film industries of both countries on the principle of equality and on mutually acceptable financial terms. Equal oppor-

[1] TIAS 3975; 9 UST 17.
[2] TIAS 4362; 10 UST 1943.

tunity for the sale and purchase of motion pictures by the film industries or appropriate organizations of both countries will be provided in accordance with this Agreement. Toward this end Sovexportfilm will enter into contact with representatives of the motion picture industry of the United States, to be approved by the Department of State of the United States, for the sale and purchase of mutually acceptable films during the period of this Agreement. Both Parties will take all appropriate steps to assist in the widest distribution of these films, as referred to in the Memorandum, dated October 17, 1961, on the Meeting of the Standing Committee, mentioned above.

(2) Both Parties will undertake to arrange for the holding of several film premieres in 1962–63 by appropriate organizations on the basis of reciprocity of the films from among those purchased by each side. Appropriate delegations to these premieres will be exchanged when possible, as may be mutually agreed.

(3) Both Parties will pursue further the carrying out of the objective of providing for and expanding the exchange of documentary films in the field of science, culture, technology, education, etc., in accordance with lists to be mutually agreed upon between the two Parties. It is understood that each side will provide for the distribution of the acquired films in its country.

(4) Both Parties will continue to study the possibilities of arranging for the joint production of entertainment, popular science, and educational shorts and feature-length films. The content of the films, as well as the companies or film studios involved in their production, will be mutually agreed upon by the two Parties.

(5) Both Parties agree to provide for an exchange of three delegations of specialists from each side for the purpose of becoming acquainted with the film industry of the other side. The exchange of these delegations, which may include creative and technical specialists, shall be subject to mutual agreement. Each delegation will consist of three or four persons; length of stay–three weeks.

(6) Both Parties, when requested by individuals and organizations of their respective countries agree to discuss other film proposals and to assist, as may be mutually agreed, in the exchange of popular science, educational and technical films produced by institutions or organizations in each country.

Section IX

Exchange of Publications, Exhibitions, Radio and Television Programs

For the purpose of facilitating the development of exchange of information between the two countries by means of an exchange of printed materials, exhibitions, radio and television programs, both Parties have agreed on the following:

(1) Publications

(a) Both Parties agree to facilitate the distribution of the magazines "USSR" in the United States and "Amerika" in the Soviet Union on the basis of reciprocity. Both Parties agree to increase the circulation of the respective magazines to 100,000 copies a month. It is understood that the increase in circulation will be carried out simultaneously and in stages by agreement of both Parties.

(b) Both Parties agree to encourage the exchange of books, magazines, newspapers and other publications devoted to scientific, technical, cultural and general educational subjects both through commercial channels and between the libraries, universities and other organizations of each country.

(2) Exhibitions

(a) Both Parties agree to exchange three exhibitions from each side during the course of the present Agreement.

The subjects of the United States exhibitions in the Soviet Union will be:

1. Technical Books;
2. Graphic Art;
3. Communications.

The subjects of the Soviet exhibitions in the United States will be:

1. Technical Books;
2. Graphic Art;
3. Metal Cutting Machines.

Each exhibition will be held in 3–4 cities for a period of 3–4 weeks in each.

Conditions for carrying out these exhibitions, including the size of each exhibition, are subject to agreement between appropriate organizations before May 1, 1962.

(b) Other exhibitions, as well as participation in national exhibitions which take place in each country during 1962–1963, shall be determined by mutual agreement.

(3) Radio and Television

1. Both Parties agree to facilitate the following exchanges of radio and television programs between United States radio and television companies and Soviet radio and television organizations after prior agreement through diplomatic channels:

(a) Two radio programs per month, of 14 to 28 minutes each, pertaining to science, industry, agriculture, public health, education, cultural activities, sports and other fields of general interest;

(b) Two newsreel films per month lasting up to fifteen minutes each;

(c) One documentary, popular science, educational or entertainment film per month, lasting up to thirty minutes each;

(d) Live or recorded personal appearances over radio and television by prominent officials and public figures, as well as artists of each country;

(e) Radio and television programs on specific international problems which will further the strengthening of mutual understanding and the development of friendly relations between the United States and the U.S.S.R. The texts of such programs will be agreed upon in advance by representatives of the two Parties designated for that purpose.

The exchange of texts of radio and television programs will be discussed on a working level. In the event that either Party shall consider that the effect of any such program would not contribute to an improvement of relations between the United States and the U.S.S.R., the exchange of that program shall not take place.

Radio tapes and television films listed in (a) through (e) above shall be voiced by the sending side in the language of the receiving side. At least one duplicate copy of a radio tape or one duplicate negative of a television film shall be provided by the sending side for each program offered. Other technical details shall be the subject of joint discussion and decision as the situation may demand.

The Parties will take steps to provide that the radio and television programs exchanged are broadcast in so far as possible through the largest radio and television stations of each country.

The receiving side shall inform the sending side in advance of scheduled broadcasts of each program under this Agreement.

2. Exchanges of delegations and individuals in the fields of radio and television may take place by mutual agreement.

Section X

Visits and Exchanges of Representatives of Governmental, Civic, Social, Cultural and Other Groups

(1) Both Parties will render every assistance to visiting members of the Congress of the United States and deputies of the Supreme Soviet of the U.S.S.R., as well as to visiting officials of the national governments of both countries, concerning which the Parties will agree in advance through diplomatic channels.

(2) With the aim of establishing and developing contacts, both Parties will encourage exchanges between municipal, local and regional governmental bodies of the United States and the Soviet

Union for the purpose of studying various functions of government at these levels.

(3) Attaching great importance to the peoples of both countries being mutually acquainted with one another's life and activity in order to improve mutual understanding, both Parties undertake to encourage the organization of joint undertakings and exchanges between appropriate organizations active in social life, including youth and women's organizations, recognizing that the decision to implement such joint undertakings and exchanges remains a concern of the organizations themselves.

(4) Both Parties agree to provide for reciprocal visits in 1962–63 of writers, composers, musicologists, playwrights, theater directors, artists, architects, art historians, museum specialists, and those in other cultural fields.

(5) Both Parties agree to provide for exchanges of specialists in various fields of law.

(6) Both Parties will encourage individual and group exchanges and visits, on a reciprocal basis, of journalists, editors and publishers, as well as their participation in appropriate professional meetings and conferences.

Section XI

Exchanges of Athletes

(1) Both Parties agree to encourage and support further exchanges of athletes and athletic teams.

(2) Both Parties agree that specific reciprocal exchanges will be arranged in various sports, including basketball, swimming, track and field, rowing, weight lifting, hockey, and chess, provided that these exchanges are agreed upon by the appropriate sports and athletic organizations on both sides.

The details of these exchanges, including financial matters, will be discussed between the appropriate United States and Soviet sports and athletic organizations.

Section XII

Tourism

Both Parties agree to use their best efforts to promote the development of tourism and to take all possible measures to satisfy more fully, on a reciprocal basis, the requests of tourists to acquaint themselves with the way of life, work, and culture of the people of each country.

SECTION XIII

Procedure for a Meeting of the Parties

Both Parties agree to hold a meeting of their representatives not later than one year after the signing of the present Agreement to review the progress of exchanges under the Agreement and to determine the remaining details of the program of exchanges for the second year of the Agreement.

SECTION XIV

Entry into Force

The present Agreement shall enter into force on signature with effect from January 1, 1962.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed the present Agreement and have affixed their seals thereto.

DONE, in duplicate, in the English and Russian languages, both equally authentic, at Washington this eighth day of March, one thousand nine hundred sixty-two.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL] CHARLES E BOHLEN

Charles E. Bohlen

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[SEAL] S K ROMANOVSKY

S. K. Romanovsky

EDUCATIONAL EXCHANGES ANNEX TO SECTION VI

(1) Both sides agree to provide access for each participant to all scholarly and scientific materials necessary in his field of study on the basis of a mutually agreed study program.

In case of necessity, this program can, where appropriate and possible, include work in research institutions and contacts with scientists of other research institutions which are outside the system of higher educational establishments.

(2) Each receiving side will bear the following expenses: tuition and fees for training in institutions of higher learning, for living quarters and a monthly stipend in an amount to be subject to agreement in advance by both sides.

In the case of a participant's illness or accident, the receiving side will bear all medical costs, including hospital expenses, within limits established in each country.

All other expenses including travel to the country, to the place of study within the country, and return to the home country at the end of the period of sojourn, as well as other expenses related to this travel, will be borne by the sending side.

(3) Each receiving side will provide an end-of-year tour within the respective country for the participants it receives. The conditions of the tour shall be subject to discussion and determination by the representatives of both sides.

(4) Both sides agree to provide for living quarters for the wife of any participant who may desire to remain with him during the academic year and to permit the wives of other participants at least one thirty-day visit to their husbands during their sojourn. The receiving side will bear no expense for the travel or sojourn of visiting wives.

(5) Participants will be provided with the opportunity to travel at their expense within the receiving country if such trips are necessary in connection with their study and program of scholarly work and are recommended by their academic advisers in the receiving country.

(6) The educational authorities of both sides will exchange lists of the participants in the exchange for the forthcoming academic year, along with the necessary information relating to each participant, during meetings of their representatives to be held in Bloomington, Indiana, not later than May 1, 1962, and in Moscow not later than April 10, 1963. New names may be added in exceptional cases by agreement between both sides. Specific dates for the exchange of lists and the nature of the detailed information to be exchanged will be determined by agreement between the educational authorities of both sides.

The educational authorities of both sides will meet in June, 1962, in Moscow and in June, 1963, in Bloomington, Indiana, at mutually agreed dates for discussion of the details connected with the exchange.

If a participant cannot arrive on the agreed dates the sending side will inform the receiving side of this as soon as possible.

(7) Each side may send, at its own expense, its representatives to the receiving country to familiarize themselves with the conditions of study and sojourn of its participants.

СОГЛАШЕНИЕ
МЕЖДУ СОЕДИНЕННЫМИ ШТАТАМИ АМЕРИКИ И СОЮЗОМ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК ОБ ОБМЕНАХ В ОБЛАСТИ НАУКИ, ТЕХНИКИ, ОБРАЗОВАНИЯ, КУЛЬТУРЫ И В ДРУГИХ ОБЛАСТЯХ НА 1962-1963 ГОДЫ

По соглашению между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик делегации, возглавляемые с американской стороны Специальным помощником Государственного секретаря США Послом Чарльвом Е.Боленом и с советской стороны заместителем Председателя Государственного комитета Совета Министров СССР по культурным связям с зарубежными странами С.К. Романовским, провели в Вашингтоне с 31 января по 8 марта 1962 года переговоры относительно обменов между Соединенными Штатами Америки и Союзом Советских Социалистических Республик в области науки, техники, образования, культуры и в других областях на 1962-1963 годы. В результате переговоров и в целях продолжения программы обменов между обеими странами, Соединенные Штаты и Советский Союз согласились обеспечить в течение 1962-1963 годов осуществление обменов, перечисленных в нижеследующих разделах настоящего Соглашения,в надежде, что эти обмены будут в значительной мере способствовать улучшению отношений между обеими странами и тем самым содействовать ослаблению международной напряженности.

РАЗДЕЛ I

Общая часть

I. Предусмотренные данным Соглашением обмены должны осуществляться в соответствии с Конституцией и соответствующими законами и правилами, действующими в каждой стране. Обе Стороны предпримут все возможные усилия, чтобы эти обмены осуществлялись согласно нижеследующим разделам.

2. Визиты и обмены, перечисленные в нижеследующих разделах, не означают исключения других визитов и обменов, которые могут быть организованы обеими странами или предприняты их организациями и отдельными гражданами. При этом предполагается, что организации дополнительных обменов, когда это целесообразно, будет способствовать предварительное согласование по дипломатическим каналам или между соответствующими организациями.

3. Обе Стороны, желая осуществления обменов между ними в благоприятных условиях и без задержек, соглашаются, что:

а/ каждая Сторона по своему усмотрению имеет право включать в состав делегаций переводчиков или представителей своего посольства, которые входят в общую обусловленную численность делегаций;

б/ обращения за визами для членов делегаций и групп подаются, как правило, за двадцать дней до предполагаемой даты от"езда;

в/ программы, сроки пребывания, время прибытия, вопросы финансирования и транспортировки и другие детали обменов, предусмотренных данным Соглашением, если это иным образом не определено положениями разделов Соглашения, согласовываются, как правило, не позднее, чем за 30 дней по дипломатическим каналам или между соответствующими организациями, одобренными каждой Стороной;

г/ за исключением случаев, когда достигнута по взаимному согласию иная конкретная договоренность, приезжающие по данному Соглашению делегации и отдельные лица оплачивают свои расходы, включая международный проезд, внутренний проезд и стоимость пребывания в принимающей стране.

РАЗДЕЛ П

Научные обмены

I. Обе Стороны, придавая большое значение развитию научных обменов между обеими странами, примут все необходимые меры в целях поощрения и осуществления:

а/ Соглашения, заключенного между Национальной академией наук США и Академией наук СССР, копия которого прилагается к настоящему Соглашению в качестве Приложения № I;

б/ Соглашения, заключенного между Американским советом познавательных обществ и Академией наук СССР, копия которого прилагается к настоящему Соглашению в качестве Приложения № 2.

2. Дополнительные визиты ученых одной страны в другую страну могут также быть согласованы по дипломатическим каналам или между соответствующими организациями, одобренными каждой Стороной.

Такие визиты, либо с целью участия в научных совещаниях, обмена опытом, проведения научных работ, либо с целью чтения лекций будут происходить по возможности на основе взаимности.

3. Обе Стороны, придавая большое значение развитию международного сотрудничества в области использования атомной энергии в мирных целях, будут в пределах, не затрагивающих секретных сведений, развивать на взаимной основе сотрудничество в этой области путем:

- обмена визитами специалистов;
- обмена информацией /аннотациями, докладами и документами/ по ведущимся и законченным работам;
- проведения совместных конференций и обсуждения работ по отдельным научным проблемам.

Конкретные вопросы осуществления указанного сотрудничества /программы и порядок визитов, об"ем и форма обменов информацией, научными проблемами для совместного обсуждения и др./ подлежат согласованию между Комиссией по атомной энергии США и Государственным комитетом Совета Министров СССР по использованию атомной энергии.

Стороны также рассмотрят возможность предоставления друг другу научных приборов на согласованных условиях и на основе взаимности. Эти мероприятия будут проводиться только в пределах, которые будут взаимно согласованы и которые допустимы в соответствии с законами и экспортной политикой соответствующих стран.

Для того, чтобы Международное Агентство по атомной энергии и его члены, заинтересованные в этом, в полной мере извлекли пользу из настоящего начинания, направленного на дальнейшее развитие мирного использования атома, Агентству будут передаваться все доклады и результаты обменов и к Агентству, поскольку это возможно, будут обращаться с предложением участвовать в тех совместных конференциях и исследованиях, которые могут проводиться.

РАЗДЕЛ Ш

Обмены в области техники, промышленности, транспорта, строительства и торговли

Обе Стороны соглашаются обеспечить обмен делегациями сроком на 3-4 недели для ознакомления и обмена опытом в следующих областях:

I. Техника, промышленность и транспорт

а/ Геохимия нефти: посещение лабораторий и нефтяных месторождений для ознакомления с ними и для обсуждения проблем, включая происхождение нефти, миграцию и отделение нефти от воды, нефтеносные слои, химическую и физическую природу нефти, роль микробиологической деятельности, распространение нефтяных углеводородов в современных и древних отложениях и геохимические методы разведки /5-6 человек/;

б/ Метеорология: обмен поездками специалистов Бюро погоды США и советской Гидрометеорологической службы для изучения обработки данных о погоде, метеорологических исследований, долгосрочного прогноза погоды, агрометеорологии и связанных с этим областей гидрологии /5-6 человек/;

в/ Алюминиевая промышленность: производство алюминия и его сплавов, механизация и автоматизация электролизного процесса, добыча и обработка алюминиевых руд /боксит и нефелин/ и производство окиси алюминия /5-10 человек/;

г/ Торговый флот: эксплуатация морских судов, организация погрузочных и разгрузочных операций в портах, ремонт судов в портах /5-10 человек/;

д/ Электроэнергетика: /для американской стороны/ гидроэлектростанции, включая большие плотины, - высоковольтные линии передач на большие расстояния, электростанции и подстанции /5-10 человек/;/для советской стороны/ тепловые электростанции - высоковольтные линии передач на большие расстояния, электростанции и подстанции /5-10 человек/;

е/ Стандартизация и нормализация в промышленности: изучение методов разработки стандартов и нормалей в промышленном производстве, посещение предприятий и лабораторий с целью ознакомления с применением стандартов и нормалей в промышленном производстве /5-6 человек/;

ж/ Сварка: ознакомление с состоянием и развитием сварочной техники и новыми методами сварки, посещение научно-исследовательских центров и предприятий, ведущих исследования в области разработки технологии сварки, наплавки, газопламенной резки, электронно-лучевой сварки и плавки, а также производства оборудования и сварочных материалов /5-6 человек/;

з/ Применение электроэнергии в сельской местности и городах: электрификация жилищно-коммунального хозяйства в городах, электрификация в сельских местностях, строительство и эксплуатация сельских линий электропередач и подстанций, а также использование электрооборудования и аппаратуры в городах и сельских местностях /5-6 человек/;

и/ Швейная промышленность: ознакомление с техникой, технологией и организацией производства одежды в швейной промышленности /5-6 человек/;

к/ Молочная промышленность: ознакомление с предприятиями по переработке молока и производством молочных продуктов /5-6 человек/;

л/ Опреснение соленых вод: ознакомление с методами опреснения соленых вод, в том числе морских, особенно с помощью электроионитовых установок /5-6 человек/;

м/ Издание и печатание книг: ознакомление с методом отбора книг, печатанием книг и их распространением /5-6 человек/;

н/ Метрология: ознакомление с вопросами общей метрологии, измерения ионизирующих излучений, а также тепловых, механических, электрических и радиоизмерений /6-7 человек/.

2. Строительство

а/ Механизация в строительстве: механизация в строительно-монтажных работах, включая использование различных типов конструкций, машины, оборудование, а также монтаж стальных и железобетонных конструкций, техника и оборудование в тоннелестроении и шахтопроходческих работах /5-8 человек/;

б/ Планировка и застройка городов: современные методы и техника планировки городских районов, планировка и застройка жилых, промышленных и торговых районов, общественных и культурных центров и зон отдыха /8-10 человек/.

3. Торговля и экономика

а/ Внешняя торговля: изучение организации, техники и практики торговли между США и СССР и международной торговли, включая посещение национальных и региональных торговых организаций, ассоциаций, банков и финансовых учреждений, учебных заведений и правительственных ведомств, связанных с внешней торговлей /5-6 человек/;

б/ Техника бухгалтерского учета: ознакомление с ведением и практикой бухгалтерского учета на предприятиях и в учреждениях, техникой обработки бухгалтерских данных, применением счетно-вычислительных и аналитических машин для обработки бухгалтерских, финансовых и статистических данных /5-6 человек/.

РАЗДЕЛ IУ

Обмены в области сельского хозяйства

I. Обе Стороны соглашаются обеспечить обмен делегациями специалистов сельского хозяйства, состоящих из 3-6 человек каждая, сроком на 3-4 недели:

а/ Механизация водохозяйственных и мелиоративных работ: изучение механизации строительства ирригационных каналов, распределительных систем, мелиоративных систем и других сооружений /плотины, насосные стан-

ции, сифоны, перепады, водосливы, отводы, трубопроводы под давлением, облицовка каналов, противофильтрующие устройства и применяемые материалы/, а также средств механизации работ при эксплуатации таких каналов, систем и сооружений /механизация поливов, очистка каналов от наносов, растительности и мусора, противофильтрующие устройства, приспособления и материалы/;

б/ Классификация почв, картографирование и использование почв, включая изучение борьбы с эрозией почв, машин и технических средств, используемых для противоэрозионной обработки почв;

в/ Вопросы животноводства и продукция животноводства: ознакомление с животноводческими хозяйствами, пунктами убоя скота и мясоперерабатывающими предприятиями;

г/ Национальные парки и заповедники: организация и управление из центра и на местах: ознакомление с существующей практикой охраны природы, исследованиями в этой области, организацией культурно-просветительной работы и отдыха и обсуждение этих вопросов /с американской стороны/;

Научные исследования в области ветеринарной вирусологии и бактериологии /с советской стороны/.

2. Обе Стороны соглашаются обеспечить обмен учеными по следующим темам:

а/ почвенная микробиология /I человек на I год/;

б/ вопросы исследований в области производства сахарной свеклы /I человек на 3-4 месяца/;

в/ болезни, общие для человека и животных, переносчики болезней от животных к человеку /2 человека до 3-х месяцев/.

РАЗДЕЛ У

Сотрудничество в области здравоохранения и медицинской науки

I. Обе Стороны подтверждают свою заинтересованность в усилении борьбы против тяжелых болезней и выражают согласие способствовать дальнейшему развитию контактов и сотрудничества между американскими и советскими научными учреждениями, занимающимися изучением проблем рака, сердечно-сосудистых, ревматических, вирусных заболеваний, в том числе полиомиелита и других важных проблем медицины.

Детали конкретных обменов согласовываются путем непосредственных переговоров между Службой здравоохранения США и Министерством здравоохранения СССР.

2. Служба здравоохранения США и Министерство здравоохранения СССР будут содействовать сотрудничеству между следующими научно-исследовательскими институтами и другими взаимно согласованными исследовательскими организациями Соединенных Штатов и Советского Союза:

а/ Национальным институтом рака и через его посредство другими американскими институтами, занимающимися изучением рака - со стороны Соединенных Штатов и Институтом экспериментальной и клинической онкологии Академии медицинских наук СССР и через его посредство другими советскими онкологическими институтами - со стороны Советского Союза;

б/ Национальным институтом здравоохранения и через его посредство другими американскими научными учреждениями, занимающимися изучением инфекционных болезней и вирусных заболеваний, в том числе полиомиелита - со стороны Соединенных Штатов и Академией медицинских наук СССР и через ее посредство другими советскими научными учреждениями, занимающимися изучением инфекционных болезней и вирусных заболеваний, в том числе полиомиелита - со стороны Советского Союза;

в/ Национальным институтом сердца и Национальным институтом артритов и метаболических болезней и через их посредство другими американскими научными учреждениями, занимающимися изучением сердечно-сосудистых и ревматических заболеваний - со стороны Соединенных Штатов и Институтом терапии Академии медицинских наук СССР и Государственным научно-исследовательским институтом ревматизма и через их посредство другими советскими научными учреждениями, занимающимися

изучением сердечно-сосудистых и ревматических заболеваний - со стороны Советского Союза.

Условия обеспечения контактов будут согласованы дополнительно представителями перечисленных организаций.

Обе Стороны будут содействовать тому, чтобы указанные учреждения обменивались планами научно-исследовательских работ и информацией о проведенных исследованиях, а также организовывали совместные научные работы, обменивались специалистами и участвовали в совместных научных сессиях, которые будут созываться указанными институтами, Службой здравоохранения США и Министерством здравоохранения СССР поочередно в США и СССР.

3. Обе Стороны обеспечат обмен 6-8 делегациями в составе 3-6 человек каждая сроком на 3-4 недели.

Американские делегации будут изучать результаты, достигнутые в СССР в следующих областях:

а/ Вирусный энцефалит;

б/ Физиологическое развитие ребенка;

в/ Регулирование центральной нервной системой функции внутренних органов;

г/ Окружающая среда и санитарные сооружения;

д/ Промышленная токсикология;

е/ Служба общественного здравоохранения;

ж/ Медицинское образование;

з/ Иммунология.

Советские делегации будут изучать результаты, достигнутые в США в следующих областях:

а/ Научные исследования в области витаминов и коферментов как лекарственных, так и пищевых препаратов, применяемых в медицине;

б/ Вопросы охраны атмосферного воздуха /загрязнение воздуха/;

в/ Больничное дело: организация лечебного процесса, нагрузка врачей, среднего и младшего медицинского персонала, оснащенность больниц, комплексная и малая механизация;

г/ Лабораторное дело: лабораторная диагностика, организация работы, оснащение клинико-диагностических и санитарно-эпидемиологических лабораторий;

д/ Болезни крови и кроветворных органов;

е/ Охрана здоровья детей;

ж/ Анестезиология;

з/ Психофармакология.

4. Обе Стороны обменяются специалистами, всего до 25 человек, сроком в среднем около 4 месяцев каждый в целях ознакомления с работой медицинских научно-исследовательских институтов и учреждений США и СССР, обмена опытом и проведения совместных исследований /общий об"ем обменов составит до 100 человеко-месяцев с каждой стороны в течение двух лет/.

5. Обе Стороны будут способствовать опубликованию работ американских исследователей в советских медицинских журналах и работ советских исследователей в американских медицинских журналах по наиболее важным проблемам медицинской науки.

6. Обе Стороны будут способствовать дальнейшему развитию обмена медицинскими журналами и книгами между американскими и советскими библиотеками и учреждениями.

7. Обе Стороны соглашаются информировать Всемирную организацию здравоохранения о деятельности, проводимой в соответствии с данным разделом Соглашения.

РАЗДЕЛ УI

Обмены в области образования

I. Обе Стороны соглашаются обеспечить обмен студентами, аспирантами, молодыми преподавателями или научными сотрудниками /которые впредь будут именоваться "участниками обмена"/ между американскими и советскими университетами и другими высшими учебными заведениями в 1962-63 и 1963-64 учебных годах в количестве до 50 человек с каждой стороны ежегодно.

Обычный период пребывания участников обмена в принимающей стране в соответствии с данным Соглашением составит учебный год /10 месяцев/. Более короткий или более продолжительный период пребывания отдельных участников обмена /от 5 до 15 месяцев/ может быть определен обоюдным соглашением между органами образования обеих Сторон.

Указанные обмены будут осуществляться на основе Приложения к данному разделу и в соответствии с последующей договоренностью между органами образования обеих Сторон.

Органами образования, которые будут представлять соответствующие Стороны в обменах, указанных в п.п. I, 2 и 3 этого раздела, являются с американской стороны - Межуниверситетский комитет и с советской стороны - Министерство высшего и среднего специального образования СССР

2. Обе Стороны соглашаются обеспечить обмен учебными курсами соответственно английского и русского языков, на которые каждая сторона направит до 25 человек сроком не менее I0 и не более I2 недель в течение лета I963 года.

Этот обмен будет осуществляться на основе данного Соглашения и в соответствии с последующей договоренностью между органами образованиях обеих Сторон.

Направляющая сторона несет ответственность за подбор своей группы, а также информирует принимающую сторону о составе группы, которая может сопровождаться I-2 специалистами в области языка, в сроки и способом, согласованными органами образования обеих Сторон.

Принимающая сторона определяет программу занятий группы, которую она принимает, при консультации с органами образования направляющей стороны, включая сроки начала занятий. Направляющая сторона соглашается обеспечить приезд своей группы к согласованной дате.

3. Обе Стороны соглашаются способствовать обменам между университетами профессорами и преподавателями для чтения лекций, проведения консультаций, семинаров и научной работы по 25 человек с каждой стороны ежегодно на срок до одного семестра. Университеты, принимающие участие

в этих обменах, с американской стороны будут включать Колумбийский, Гарвардский, Йельский, Индианский и Калифорнийский. С советской стороны в этих обменах будут участвовать Московский, Ленинградский, Киевский и Ташкентский университеты.

Стороны также соглашаются способствовать обменам профессорами и преподавателями для чтения лекций, проведения консультаций и семинаров между американскими и советскими высшими учебными заведениями в количестве 15 человек с каждой стороны ежегодно на срок до 4-х недель для каждого участника обмена.

Тематика лекций и научной работы, а также сроки пребывания и условия поездки профессоров и преподавателей будут уточняться между университетами или органами образования обеих Сторон в каждом отдельном случае не позднее, чем за 3 месяца до поездки.

4. Обе Стороны соглашаются обеспечить обмен двумя преподавателями консерваторий с каждой стороны на срок до одного учебного года.

5. Обе Стороны соглашаются обеспечить в 1962-1963 годах следующие обмены специалистами в области образования:

а/ По одной делегации представителей Американской ассоциации младших колледжей и Министерства высшего и среднего специального образования СССР для изучения опыта в области технического образования на соответствующих уровнях /5 человек сроком до одного месяца каждая/;

б/ Советская сторона примет делегацию специалистов в области образования для изучения организации и руководства образованием на различных уровнях от начальной до высшей школы включительно /4 человека сроком на 3 недели/;

Американская сторона примет делегацию работников народного образования для ознакомления с организацией и производством школьного оборудования и учебных наглядных пособий, а также изучения опыта использования кино, радио и телевидения в учебных целях /4 человека сроком на 3 недели/;

в/ Советская сторона примет делегацию специалистов в области образования для ознакомления с вечерними школами, школами рабочей молодежи, заочным обучением и т.п. /4 человека сроком на 3 недели/;

Американская сторона примет делегацию преподавателей и специалистов в области образования для ознакомления с опытом постановки преподавания иностранных языков в школах и высших учебных заведениях, а также учебным оборудованием, используемым при обучении языку /4 человека сроком на 3 недели/.

6. Обе Стороны обменяются делегациями специалистов для изучения вопроса об умственной отсталости детей. /6-8 человек сроком на 3 недели каждая/. Программа и другие детали указанного обмена будут дополнительно согласованы между заинтересованными организациями обеих Сторон.

7. Обе Стороны соглашаются поощрять обмен законодательными материалами в области образования, учебниками, учебными программами и планами, статистическими справочниками по образованию, материалами по методике, детской литературой, диапозитивами, образцами учебных приборов и наглядных пособий, а также другими педагогическими материалами, представляющими интерес для одной или другой стороны.

РАЗДЕЛ УП

Обмены в области исполнительского искусства

I. Обе Стороны обязуются поощрять и поддерживать на основе взаимности увеличение количества гастролей театральных, музыкальных, хоровых и хореографических коллективов, оркестров и отдельных исполнителей.

2. Обе Стороны соглашаются способствовать поездкам по меньшей мере 2-х крупных исполнительских коллективов в календарный год с каждой стороны.

а/ Стороны договорились об обмене следующими коллективами в 1962 году:

Нью-Йорк Сити балет, хор под управлением Р.Шоу и оркестр под управлением Б.Гудмана посетят СССР;

Балет Большого театра СССР, Государственный симфонический оркестр Ленинградской филармонии и Государственный ансамбль танца Украинской ССР посетят США.

б/ Обмены на 1963 год будут согласованы между Сторонами не позднее, чем состоится встреча, предусмотренная разделом XIII настоящего Соглашения.

3. Взаимоприемлемые для обеих Сторон коммерческие контракты будут заключаться между импрессарио или другими финансово-ответственными организациями с американской стороны и концертными организациями с советской стороны заблаговременно, не позднее чем за 6 месяцев до начала каждого обмена, с тем чтобы обмены были подготовлены и проведены надлежащим образом. Этими же импрессарио или организациями будут согласовываться детальные условия вышеупомянутых обменов. Каждая Сторона будет пытаться по возможности удовлетворять пожелания другой Стороны в отношении сроков и продолжительности гастролей, а также количества городов, в которых они будут проводиться.

4. Обе Стороны обеспечат обмен до 10 отдельными исполнителями с каждой стороны в год. Предложения о поездках таких отдельных исполнителей могут быть сделаны через соответствующие организации обеих сторон /американские импрессарио и советские концертные организации/или непосредственно Сторонами.

5. Вышеперечисленные обмены не исключают организации дополнительных обменов в области исполнительского искусства при условии наличия заинтересованности соответствующих организаций или импрессарио обеих сторон и при условии, что такие обмены одобрены Сторонами. В случае дополнительных обменов крупными исполнительскими коллективами к ним будут применяться положения п. 3.

РАЗДЕЛ УШ

Обмены в области кино и кинопромышленности

Обе Стороны считают желательным, чтобы Постоянный комитет по вопросам сотрудничества в области кино, созданный в соответствии с п. 8 Раздела УП Соглашения от 27 января 1958 года, и деятельность которого была продлена Разделом УШ Соглашения, подписанного 21 ноября 1959 года, продолжал свою деятельность в 1962-1963 г.г. и рассматривал проблемы, которые могут возникнуть в связи с выполнением положений данного Раздела. Предусматривается, что заседания Постоянного комитета будут созываться по обоюдному согласию поочередно в Вашингтоне и Москве, причем желательно, чтобы этот Постоянный комитет собирался по крайней мере раз в год.

1. Обе Стороны примут меры к продаже и покупке кинофильмов кинопромышленности обеих стран на принципе равенства и на взаимоприемлемых финансовых условиях. Равные возможности для продажи и покупки фильмов кинопромышленностью или соответствующими организациями обеих стран будут предоставлены в соответствии с настоящим Соглашением. С этой целью представители кинопромышленности Соединенных Штатов, которые будут одобрены Государственным Департаментом США, и "Совэкспортфильм" вступят в контакт для продажи и покупки взаимоприемлемых фильмов в течение периода действия этого Соглашения. Обе Стороны примут все надлежащие меры к тому, чтобы содействовать самому широкому прокату этих фильмов в соответствии с Меморандумом от 17 октября 1961 года о заседаниях вышеупомянутого Постоянного комитета.

2. Обе Стороны примут необходимые меры для того, чтобы соответствующие организации провели в 1962-1963 г.г. на основе взаимности несколько премьер кинофильмов из числа купленных у другой стороны. По взаимному согласию, в случае возможности, будет организован обмен соответствующими делегациями для участия в этих премьерах.

3. Обе Стороны будут в дальнейшем продолжать осуществление целей налаживания и расширения обмена документальными фильмами в области науки, культуры, техники, образования и т.д. в соответствии со списками, которые будут взаимно согласованы обеими Сторонами. Предусматривается, что каждая сторона обеспечит прокат отобранных фильмов в своей стране.

4. Обе Стороны будут продолжать изучать возможности создания совместных художественных, научно-популярных и учебных короткометражных и полнометражных фильмов. Содержание фильмов, а также фирмы или киностудии, принимающие участие в их производстве, будут взаимно согласованы обеими Сторонами.

5. Обе Стороны договариваются обеспечить обмен тремя делегациями специалистов с каждой стороны в целях ознакомления с кинопромышленностью другой стороны. Обмен этими делегациями, которые могут состоять из творческих работников и технических специалистов, подлежит взаимному согласованию. Каждая делегация будет состоять из 3-4 человек; срок пребывания - 3 недели.

6. Обе Стороны, в случае обращения к одной из них отдельных лиц или организаций своей страны, соглашаются обсуждать другие предложения о фильмах и содействовать, когда имеется взаимное согласие, обмену научно-популярными, учебными и техническими фильмами, произведенными учреждениями или организациями их стран.

РАЗДЕЛ IX

Обмен изданиями, выставками, радио- и телевизионными программами

В целях содействия развитию обмена информацией между обеими странами путем обмена печатными изданиями, выставками, радио- и телевизионными программами, Стороны согласились о нижеследующем:

I. Издания

а/ Обе Стороны соглашаются оказывать содействие распространению журналов "Америка" в Советском Союзе и "СССР" в Соединенных Штатах на основе взаимности. Обе Стороны соглашаются увеличить тираж указанных журналов и его распространение до 100 тысяч экземпляров ежемесячно. При этом имеется в виду, что увеличение тиражей будет производиться одновременно и поэтапно по договоренности между Сторонами.

б/ Обе Стороны соглашаются поощрять обмен книгами, журналами, газетами и другими изданиями, посвященными научным, техническим, культурным и общеобразовательным предметам как по коммерческим каналам, так и между библиотеками, университетами и другими организациями каждой страны.

2. Выставки

а/ Обе Стороны согласились обменяться тремя выставками с каждой стороны в течение срока действия настоящего Соглашения.

Темами американских выставок в Советском Союзе будут:

I. Технические книги;

2. Графика;

3. Средства связи.

Темами советских выставок в Соединенных Штатах будут:

I. Технические книги;

2. Графика;

3. Металлорежущие станки.

Каждая выставка будет проведена в 3-4 городах сроком по 3-4 недели в каждом городе.

Условия проведения выставок, в том числе размер площади каждой выставки, подлежат согласованию между соответствующими организациями до I мая 1962 года.

б/ Другие выставки, а также участие в национальных выставках, которые могут состояться в каждой стране в течение 1962-1963 годов, подлежат взаимному согласованию.

3. Радио и телевидение

I. Обе Стороны соглашаются содействовать следующим обменам радио- и телевизионными программами между американскими радио- и телевизионными компаниями и советскими организациями радиовещания и телевидения после предварительного согласования по дипломатическим каналам:

а/ двумя радиопрограммами в месяц продолжительностью по 14-28 минут каждая по вопросам науки, промышленности, сельского хозяйства, здравоохранения, образования, культурной деятельности, спорта и другим вопросам, представляющим общий интерес;

б/ двумя хроникальными фильмами в месяц продолжительностью до 15 минут каждый;

в/ одним документальным, научно-популярным, учебно-познавательным или художественным фильмом в месяц продолжительностью до 30 минут каждый;

г/ записанными на пленку личными выступлениями или студийными выступлениями по радио и телевидению видных государственных и общественных деятелей и артистов каждой страны;

д/ радио- и телевизионными программами по отдельным международным проблемам, способствующим укреплению взаимопонимания и развитию дружественных отношений между США и СССР. Тексты таких программ будут согласовываться заранее уполномоченными для этого представителями обеих Сторон.

Обмен текстами радио- и телевизионных программ будет обсуждаться в рабочем порядке. В случае, если любая из сторон сочтет, что результаты какой-либо программы не будут способствовать улучшению отношений между США и СССР, то обмен такой программой не состоится.

Радиопленки и телевизионные фильмы, перечисленные в п.п. а-д, озвучиваются направляющей стороной на язык принимающей стороны. Направляющая сторона предоставляет по крайней мере один дубликат магнитной ленты или негатива телевизионного фильма к каждой предоставляемой программе. Другие технические детали подлежат совместному обсуждению и решению по мере надобности.

Стороны примут меры к тому, чтобы обменные радио- и телевизионные программы транслировались по возможности по наиболее крупным радио- и телевизионным станциям каждой страны.

Принимающая сторона заранее информирует направляющую сторону о запланированных передачах каждой программы, обусловленной настоящим Соглашением.

2. По взаимному согласованию могут состояться обмены делегациями и отдельными лицами, занимающимися вопросами радиовещания и телевидения.

РАЗДЕЛ X

Поездки и обмены представителями государственной и местной власти, представителями гражданских, общественных, культурных и других организаций

I. Обе Стороны будут оказывать всяческое содействие посещающим членам Конгресса США и депутатам Верховного Совета СССР, а также посещающим официальным лицам правительств обеих стран, о чем Стороны будут договариваться заранее по дипломатическим каналам.

2. С целью установления и развития контактов, обе Стороны будут поощрять обмены между городскими, местными и региональными органами управления Соединенных Штатов и Советского Союза для ознакомления с различными функциями управления на этих уровнях.

3. Придавая большое значение ознакомлению народов обеих стран с жизнью и деятельностью друг друга с целью улучшения взаимопонимания, обе Стороны обязуются поощрять организацию совместных мероприятий и обменов между соответствующими организациями, занимающимися общественной деятельностью, включая молодежные и женские организации, признавая, что решение осуществлять такие совместные мероприятия и обмены является делом самих организаций.

4. Обе Стороны соглашаются обеспечить в 1962-1963 годах взаимные поездки писателей, композиторов, музыковедов, драматургов, режиссеров театров, художников, архитекторов, искусствоведов, работников музеев и деятелей культуры в других областях.

5. Обе Стороны соглашаются обеспечить обмен специалистами в различных областях права.

6. Обе Стороны будут поощрять индивидуальные и групповые обмены и поездки на основе взаимности журналистов, редакторов и издателей, также, как и их участие в соответствующих профессиональных встречах и конференциях.

РАЗДЕЛ XI

Обмен спортсменами

I. Обе Стороны соглашаются поощрять и поддерживать дальнейший обмен спортсменами и спортивными командами.

2. Обе Стороны соглашаются, что будут организованы конкретные взаимные обмены по различным видам спорта, включая баскетбол, плавание, легкую атлетику, академическую греблю, тяжелую атлетику, хоккей, шахматы, при условии, что эти обмены будут согласованы между соответствующими спортивными организациями обеих сторон.

Детали этих обменов, включая финансовые вопросы, будут обсуждаться между соответствующими американскими и советскими спортивными организациями.

РАЗДЕЛ XII

Туризм

Обе Стороны соглашаются прилагать усилия к тому, чтобы поощрять развитие туризма и принимать все возможные меры для более полного удовлетворения на основе взаимности запросов туристов по ознакомлению с образом жизни, трудом и культурой народов каждой страны.

РАЗДЕЛ XIII

Процедура встречи сторон

Обе Стороны соглашаются созвать заседание своих представителей не позднее, чем через один год после подписания настоящего Соглашения для обсуждения хода осу-

ществления обменов, предусмотренных Соглашением, и определения оставшихся деталей программы обменов на второй год Соглашения.

РАЗДЕЛ XIУ

Вступление в силу

Настоящее Соглашение вступает в силу с момента его подписания и считается действительным с I января 1962 года.

В УДОСТОВЕРЕНИЕ вышеуказанного нижеподписавшиеся, должным образом уполномоченные, подписали настоящее Соглашение и приложили к нему свои печати.

СОВЕРШЕНО в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, в Вашингтоне восьмого дня марта месяца тысяча девятьсот шестьдесят второго года.

ЗА ПРАВИТЕЛЬСТВО СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ:

[SEAL] Charles E. Bohlen

Чарльз Е. Болен

ЗА ПРАВИТЕЛЬСТВО СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

[SEAL] С. Романовский

С.Романовский

ПРИЛОЖЕНИЕ К РАЗДЕЛУ УI

"Обмены в области образования"

I. Обе Стороны соглашаются обеспечить каждому участнику обмена доступ ко всем учебным и научным материалам, необходимым в области учебы, на основе взаимно согласованной учебной программы.

Эта программа может при необходимости, там, где это целесообразно и возможно, включать работу в научных учреждениях и контакты с учеными других научных учреждений, не входящих в систему высших учебных заведений.

2. Каждая принимающая сторона будет нести следующие расходы: плата и взносы за обучение в высших учебных заведениях, плата за жилье и ежемесячная выплата стипендий в размерах, которые подлежат заблаговременному согласованию между обеими сторонами.

При заболевании участника обмена или несчастного случая с ним принимающая сторона будет нести все расходы по медицинскому обслуживанию, включая оплату лечения в госпитале в пределах лимитов, установленных в каждой стране.

Все другие расходы, включая расходы по проезду в страну и внутри страны к месту учебы, а также по возвращению в свою страну в конце учебного года, и связанные с этим расходы, будет нести направляющая сторона.

3. Каждая принимающая сторона в конце учебного года организует для принимаемых ею участников обмена поездку по стране. Условия поездки подлежат обсуждению и определению представителями обеих сторон.

4. Обе Стороны соглашаются обеспечить жильем супругу участника обмена, которая пожелает находиться вместе с ним в течение учебного года, и разрешить супругам других участников обмена по крайней мере одно тридцатидневное посещение своих мужей во время их пребывания в стране. Принимающая сторона не будет нести никаких расходов по проезду и пребыванию в стране супруги участника обмена.

5. Участникам обмена будет предоставлена возможность поездок по стране за свой счет, если эти поездки будут необходимы в связи с темой и программой научной работы и рекомендованы их научными руководителями в принимающей стране.

6. Органы образования обеих Сторон обменяются списками участников обмена на предстоящий учебный год, а также необходимой информацией, касающейся каждого участника обмена, во время встреч своих представителей, которые состоятся в Блумингтоне /шт.Индиана/ не позднее I мая 1962 года и в Москве не позднее 10 апреля 1963 г. Новые имена могут быть добавлены к ранее врученным спискам в исключительных случаях по согласованию между обеими Сторонами. Точные даты обмена списками, а также характер подлежащей обмену информации, будут определены по соглашению между органами образования обеих Сторон.

Представители органов образованиях обеих Сторон встретятся в июне 1962 года в Москве и в июне 1963 года в Блумингтоне /шт.Индиана/ во взаимосогласованные даты для обсуждения деталей, связанных с указанным обменом.

Если какой-либо участник обмена не сможет прибыть к установленной дате, направляющая сторона сообщит об этом принимающей стороне как можно более заблаговременно.

7. Каждая Сторона может направлять за свой счет своих представителей в принимающую страну для ознакомления с условиями обучения и пребывания своих участников обмена.

ANNEX NO. I

AGREEMENT ON EXCHANGE OF SCIENTISTS BETWEEN THE NATIONAL ACADEMY OF SCIENCES OF THE USA AND THE ACADEMY OF SCIENCES OF THE USSR IN 1962 AND 1963

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural, and Other Fields in 1962–63, dated march, 8, [Section II, Paragraph 1(a)], the National Academy of Sciences of the USA on the one hand and the Academy of Sciences of the USSR on the other hand, attaching great significance to the further development of exchange of scientists, have agreed as follows:

1. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR in 1962 and 1963 will exchange 20 prominent scientists, at least half of whom shall be members of the respective Academies, for a period of up to one month each, to deliver lectures, conduct seminars, and to study scientific research on various problems of science.

The selection of these scientists will be made by the sending Academy, and the actual visits will be undertaken subject to acceptance by the receiving Academy.

2. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will exchange in 1962 and 1963:

(a) 10 scientists for a period up to one month each for familiarization with scientific research;

(b) 4–6 scientists for a period up to three months each for the conduct of scientific research in scientific research institutions of the other side;

(c) 20 scientists for a period from 5 to 10 months each for the conduct of scientific research and for advanced study in scientific research institutions of the other side.

In 1962 and 1963 the total volume of exchanges of scientists enumerated in this Paragraph will be 160 man-months for each Academy.

3. The lists of specific subjects for the visits provided in Paragraph 2 of the present Agreement will be agreed upon between the Academies on a yearly basis.

The Academies will exchange lists of specific subjects for 1962 by April 1, 1962 and will mutually agree upon them by May 15, 1962.

The Academies will exchange lists of specific subjects for 1963 by February 1, 1963 and will mutually agree upon them at the time of the meeting of the representatives of the two Academies, provided for in Paragraph 16 of the present Agreement, but not later than May 1, 1963.

4. The exchanges which are provided for in Paragraphs 1 and 2 of the present Agreement may be expanded, reduced, or changed by agreement between the two Academies.

5. In addition to the visits otherwise provided for in this Agreement, each Academy and institutions associated with it may invite individual scientists of the other country for special visits. Each Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

6. In the case of scientists visiting under Paragraphs 1 and 2 of the present Agreement, the sending Academy shall send the receiving Academy the following data at least three months in advance: the fields of scientific specialization, biographical information, a list of published scientific work, a list of laboratories which it would be desirable to visit in the receiving country, the names of the scientists of the receiving side with whom it would be desirable to meet (as may be known), and also information regarding the visiting scientist's knowledge of foreign languages. If the visiting scientist proposes to lecture, the subjects should be indicated. In addition, each scientist who goes for scientific research for a long period in accordance with Paragraphs 2 (b) and (c) of the present Agreement will present a program of scientific work and will name the institute in which it would be desirable to work.

The receiving Academy will reply to this notification within two months after its receipt. In this reply, information will be given about the possibility of organizing such a visit, the acceptability of the plan of scientific research in the selected institution and the date of the beginning of the visit will be confirmed, or other proposals will be made. After receiving the consent of the receiving Academy to accept a given scientist, the sending Academy shall inform the receiving Academy of the date of his arrival not later than 10 days in advance.

7. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will provide for inviting individual scientists of the other country to take part in national scientific conferences and will assist these scientists, insofar as possible, to visit scientific research institutions in their fields of interest when such visits are provided in the programs of the said scientific conferences.

8. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree on the desirability of conducting in the USA and the USSR joint symposia on important scientific problems.

In order to prepare such symposia there shall be created an organizational committee of representatives of both Academies in each case. The working staff shall be created by the Academy of the country in which the symposium will take place.

Each Academy shall have the right to publish the proceedings of the symposium in its own language.

9. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree to assist in establishing contacts with scientific institutions and organizations, archives, and libraries of the other country, whose research is connected with the work of the Academies, and likewise to continue an exchange of scientific publications.

Administrative Arrangements

10. All scientists making visits under the provisions of Paragraphs 1 and 2 of this Agreement shall be provided by the sending Academy with transportation to and from the main destination, which is generally Washington, D.C. or Moscow.

The receiving side shall bear the expenses for transportation within the country if it is directly connected with the purpose of the visit, as provided for in Paragraphs 1 and 2 of this Agreement.

11. The receiving Academy shall provide living quarters (exclusive of meals) and medical aid to the scientists of the other country who have arrived in accordance with Paragraphs 1 and 2 of this Agreement.

Salaries (grants) shall be paid to the scientists by the sending side.

12. Each Academy, on a reciprocal basis, shall provide, free of charge to the scientists of the other country who have arrived in accordance with Paragraph 2 of this Agreement, the opportunity to conduct scientific research in scientific institutions, libraries, and archives.

Expenses for procuring materials, apparatus, literature, photocopies, and microfilm which are essential to the fulfillment by the visiting scientist of his agreed research project shall be borne by the receiving side.

13. All expenses connected with the visits of scientists for participation in scientific congresses, conferences, meetings, and other events provided in Paragraph 7 of the present Agreement shall be borne, as a rule, by the sending Academy, if there is no agreement to the contrary.

14. All expenses for sending scientists to joint symposia, provided for in Paragraph 8 of the present Agreement, shall be borne by the sending Academy. Expenses connected with organizing and conducting joint symposia shall be borne by the receiving Academy.

15. Each Academy will facilitate the timely issuance of visas to the exchange scientists of the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two Academies.

16. Representatives of one Academy will visit the other country approximately one year after the signing of this Agreement in order to discuss with representatives of the other Academy problems con-

nected with the fulfillment of the present Agreement. All expenses of such visits will be borne by the sending Academy.

Done, in duplicate, in the English and Russian languages, both equally authentic, on march, 8, one thousand nine hundred sixty-two.

FOR THE NATIONAL ACADEMY OF SCIENCES OF THE USA:

Detlev W. Bronk
President of the
National Academy of Sciences of the USA

FOR THE ACADEMY OF SCIENCES OF THE USSR:

M. V. Keldysh
President of the
Academy of Sciences of the USSR

ПРИЛОЖЕНИЕ № I

СОГЛАШЕНИЕ ОБ ОБМЕНЕ УЧЕНЫМИ МЕЖДУ НАЦИОНАЛЬНОЙ АКАДЕМИЕЙ НАУК США И АКАДЕМИЕЙ НАУК СССР НА 1962 И 1963 ГОДЫ

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1962-1963 годы от 8 марта 1962 года /Раздел II п. I"а"/ Национальная академия наук США, с одной стороны, и Академия наук СССР, с другой стороны, придавая большое значение дальнейшему развитию обменов учеными, договорились о нижеследующем:

I. Национальная академия наук США и Академия наук СССР в 1962 и 1963 годах обменяются двадцатью видными учеными, из которых по крайней мере половина является членами соответствующих Академий, сроком до одного месяца каждый, для чтения лекций, проведения семинаров и ознакомления с научно-исследовательскими работами по различным проблемам науки.

Выбор этих ученых будет производить направляющая Академия, а осуществление визитов будет обеспечивать, в зависимости от их приемлемости, принимающая Академия.

2. Национальная академия наук США и Академия наук СССР в 1962 и 1963 годах обменяются:

а/ 10 учеными сроком до одного месяца каждый для ознакомления с научно-исследовательскими работами;

б/ 4-6 учеными сроком до трех месяцев каждый для проведения научных работ в научно-исследовательских учреждениях другой стороны;

в/ 20 учеными сроком от 5 до 10 месяцев каждый для проведения научных работ и специализации в научно-исследовательских учреждениях другой стороны.

В 1962 и 1963 годах общий об"ем обменов учеными, перечисленных в данном пункте, будет равняться 160 человеко-месяцам для каждой Академии.

3. Списки конкретных тем для командировок, предусмотренных в п. 2 настоящего Соглашения, будут согласовываться между Академиями на годичный период.

Академии обменяются списками конкретных тем на 1962 год до 1 апреля 1962 года и взаимно согласуют их к 15 мая 1962 года.

Академии обменяются списками конкретных тем на 1963 год до 1 февраля 1963 года и взаимно согласуют их во время встречи представителей двух Академий, предусмотренной п. 16 настоящего Соглашения, но не позже 1 мая 1963 года.

4. Обмены, предусмотренные п.п. 1 и 2 настоящего Соглашения, могут быть увеличены, сокращены или изменены по договоренности между двумя Академиями.

5. В дополнение к визитам, предусмотренным настоящим Соглашением, каждая Академия и связанные с ней институты могут приглашать отдельных ученых другой страны для специальных визитов. Каждая Академия приложит все усилия для того, чтобы содействовать осуществлению таких визитов. Финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

6. При командировках ученых в соответствии с п.п. 1 и 2 настоящего Соглашения направляющая Академия не позже чем за 3 месяца сообщает принимающей Академии следующие данные: области их научной специализации, биографические сведения, список опубликованных научных работ, список лабораторий, которые желательно посетить в принимающей стране, имена ученых принимающей стороны, с которыми желательно иметь встречи /из числа известных/, а также информацию относительно знаний командируемым лицом иностранных языков. Если командируемый ученый предполагает выступить с лекциями, то должны быть указаны их темы. Кроме того, каждый ученый, который направляется для научной работы на длительный срок в соответствии с п.п. 2 "б" и "в" настоящего Соглашения, представит программу научной работы и назовет институт, в котором желательно работать.

Принимающая Академия ответит на это извещение в течение двух месяцев с момента его получения. В этом ответе будет сообщаться о возможности организации такого визита, подтверждаться приемлемость плана научных исследований в выбранном институте, дата начала визита или будут сообщаться другие предложения. По получении согласия от принимающей Академии принять данного ученого направляющая Академия не менее чем за 10 дней информирует принимающую Академию о дате его прибытия.

7. Национальная академия наук США и Академия наук СССР будут обеспечивать приглашение отдельных ученых другой страны участвовать в национальных научных конференциях и способствовать этим ученым, насколько это возможно,

в посещении научно-исследовательских институтов по их специальности, когда такие посещения предусмотрены программами указанных научных конференций.

8. Национальная академия наук США и Академия наук СССР договорились о желательности проведения в СССР и США совместных симпозиумов по актуальным научным проблемам.

Для подготовки таких симпозиумов в каждом случае создается оргкомитет из представителей обеих Академий. Рабочий аппарат создается Академией той страны, в которой намечено проведение симпозиума.

Каждая Академия имеет право издавать труды симпозиума на своем языке.

9. Национальная академия наук США и Академия наук СССР соглашаются оказывать содействие в установлении контактов с научными учреждениями и организациями, архивами и библиотеками другой страны, работа которых связана с Академиями, а также продолжать обмен научными изданиями.

Административные вопросы

10. Транспортные расходы всех ученых, командируемых в соответствии с п.п. I и 2 настоящего Соглашения, будет нести направляющая Академия до пункта главного назначения и обратно, которыми будут обычно являться Москва и Вашингтон.

Принимающая сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью пребывания, предусмотренной п.п. I и 2 настоящего Соглашения.

II. Принимающая Академия обеспечивает оплату жилья /питание не включается/ и медицинской помощи ученым другой страны, прибывшим в соответствии с п.п. I и 2 настоящего Соглашения.

Заработная плата /стипендия/ ученым выплачивается направляющей стороной.

I2. Каждая Академия на основе взаимности безвозмездно предоставляет ученым другой страны, прибывшим в соответствии с п. 2 настоящего Соглашения, возможность проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

Расходы по приобретению материалов, приборов, литературы, фотокопий и микрофильмов, которые необходимы для выполнения командированным ученым согласованной программы работы, несет принимающая сторона.

I3. Все расходы, связанные с командировками ученых для участия в научных с"ездах, конференциях, совещаниях и других мероприятий, предусмотренных п. 7 настоящего Соглашения, несет, как правило, направляющая Академия, если не будет иной договоренности.

I4. Все расходы, связанные с командировками ученых на совместные симпозиумы, предусмотренные п. 8 настоящего Соглашения, несет направляющая Академия. Расходы, связанные с подготовкой и проведением совместных симпозиумов, несет принимающая Академия.

I5. Каждая Академия будет содействовать своевременному получению виз участниками обмена другой стороны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя Академиями.

15. Примерно через год после подписания настоящего Соглашения представители одной Академии посетят другую страну для того, чтобы обсудить с представителями другой Академии вопросы, связанные с выполнением настоящего Соглашения. Все расходы, связанные с такими визитами, несет направляющая Академия.

Совершено в двух экземплярах, на русском и английском языках, каждый из которых в равной степени аутентичен 8 марта тысяча девятьсот шестьдесят второго года.

ЗА НАЦИОНАЛЬНУЮ АКАДЕМИЮ НАУК США:

Детлев В. Бронк
Президент Национальной Академии наук США

ЗА АКАДЕМИЮ НАУК СССР:

М.В. Келдыш
Президент Академии наук СССР

ANNEX NO. II

AGREEMENT ON EXCHANGE OF SCHOLARS BETWEEN THE AMERICAN COUNCIL OF LEARNED SOCIETIES AND THE ACADEMY OF SCIENCES OF THE U.S.S.R. FOR 1962 AND 1963

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on scientific, technical, educational, cultural and other exchanges in 1962 and 1963 dated March 8, 1962, Section II Paragraph (1)(b), and with the purpose of promoting further cooperation between American and Soviet scholars in the humanities and social sciences, the American Council of Learned Societies on the one hand, and the Academy of Sciences of the U.S.S.R. on the other, hereby agree upon the following:

1. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. will exchange seven (7) scholars in 1962 and 1963 for a period of up to one month each, to deliver lectures and conduct seminars on various problems of the humanities and social sciences, as well as for the purpose of becoming acquainted with scholarly research. The receiving side shall propose the lecture subjects and the sending side shall designate the lecturers.

2. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. will exchange from twelve to fifteen (12–15) scholarly workers for periods of three to ten (3–10) months each in 1962 and 1963, for the purpose of becoming acquainted with scholarly research in the fields of the humanities and social sciences, as well as for conducting research work in the scholarly institutions of the other side, for a total period of not exceeding seventy (70) man-months.

The Parties have agreed that the sending side shall recommend the candidacies of the scholarly workers and the subjects of their work and that the receiving side shall provide the working place and the necessary conditions for carrying on their scholarly research in appropriate scholarly institutions.

The topics on which the exchange of scholars will be implemented will be submitted by the American Council of Learned Societies and by the Academy of Sciences of the U.S.S.R. for agreement of the other side not later than three months from the date of the signing of this Agreement.

3. The exchange of scholars provided for in paragraphs (1) and (2) of this Agreement does not exclude supplementary expansion, abridgement, or alteration of the exchanges by agreement between the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

4. In arranging the missions of the scholars in accordance with paragraphs (1) and (2) of this Agreement, the sending side, not later than three (3) months in advance, will inform the receiving

side about the topics of interest to the scholars on the missions; the sending side will also communicate all the essential information on these scholars, and indicate the desirable time, the period of the missions, and the scholarly institutions which the scholars would like to visit.

The receiving side shall respond to the notification of the sending side within two months of its receipt, stating whether the proposed visit can be arranged, confirming acceptance of the research plan, the designated institutions, and the date for the commencement of the visit, or proposing alternatives.

If the visiting scholars propose to deliver lectures, their subjects should be indicated.

After having obtained the receiving side's acceptance of a given scholar, the sending side will inform the receiving side of the date of his departure not less than ten (10) days in advance.

5. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree to facilitate participation in scholarly congresses, conferences, meetings, and other scholarly undertakings by scholars of the other country who have received an invitation from appropriate organizations of the country conducting these undertakings.

6. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree on the desirability of conducting, in the United States and in the Soviet Union, joint symposia on significant scholarly problems in specialized fields in the humanities and the social sciences.

An organizing committee consisting of representatives of both sides shall be created for preparing such symposia. A working staff is to be established by the Council or the Academy of the country in which the symposium is to be held.

The Council and the Academy shall each have the right to publish the proceedings of the symposium in its own language.

7. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree mutually to facilitate the establishment of relations with scholarly institutions and organizations, archives and libraries of the other side, whose work is connected with them, as well as to develop an exchange of scholarly publications.

8. The sending side shall in all cases bear the expenses of the travel of its scholars to and from the principal destination.

The receiving side shall bear the expenses of travel within the country, if it is directly connected with the object of the stay, as provided for by paragraphs (1) and (2) of this Agreement.

9. The receiving side shall pay the expenses of lodging and medical aid to the other side's scholars who have arrived in accordance with paragraphs (1) and (2) of this Agreement.

The salaries (stipends) of scholars shall be paid by the sending side.

10. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. shall give, free of charge, to the scholars

of the other side who have arrived in accordance with the present Agreement, the opportunity to carry on the work of scholarly investigation in scholarly institutions, libraries, and archives.

11. The expenses of acquiring materials, apparatus, literature, photocopies, microfilms, and so on, for the visiting scholars, within the limits of the work program agreed on, shall be borne by the receiving side.

12. The expenses connected with the scholars' visits for participation in scholarly congresses, conferences, meetings, and other arrangements, conducted in accordance with paragraph (5) of this Agreement, shall be borne, as a rule, by the sending side, if there is no special arrangement on this account.

13. Expenses incurred in sending scholars to the joint symposia provided for in paragraph (6) of this Agreement will be defrayed by the sending side.

All expenses connected with preparing and conducting joint symposia will be defrayed by the receiving side.

14. Each side will facilitate the timely receipt of visas by participants from the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two sides, and also facilitate issuance of visas for the entire time of the research visit agreed on by both sides.

15. The provisions of this Agreement may be partially altered with the mutual consent of the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

Executed in duplicate, in the English and Russian languages, both equally authentic, on March 16, 1962.

FOR THE AMERICAN COUNCIL OF LEARNED SOCIETIES:

Frederick Burkhardt

Frederick Burkhardt
President of the
American Council of Learned Societies

FOR THE ACADEMY OF SCIENCES OF THE U.S.S.R.:

M. Keldysh

M. V. Keldysh
President of the
Academy of Sciences of the U.S.S.R.

ПРИЛОЖЕНИЕ № II

СОГЛАШЕНИЕ ОБ ОБМЕНЕ УЧЕНЫМИ МЕЖДУ АМЕРИКАНСКИМ СОВЕТОМ ПОЗНАВАТЕЛЬНЫХ ОБЩЕСТВ И АКАДЕМИЕЙ НАУК СССР НА 1962 И 1963 ГОДЫ

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1962-1963 годы от 8 марта 1962 года /Раздел II, пункт I "б"/ и с целью содействия дальнейшему сотрудничеству между американскими и советскими учеными в области гуманитарных и общественных наук, Американский Совет познавательных обществ, с одной стороны, и Академия наук СССР, с другой стороны, договорились о нижеследующем:

1. Американский совет познавательных обществ и Академия наук СССР обменяются в 1962 и 1963 г.г. семью /7/ учеными сроком до одного месяца каждый для чтения лекций и проведения семинаров по различным проблемам гуманитарных и общественных наук, а также для ознакомления с научно-исследовательскими работами. Принимающая сторона предлагает темы лекций, а посылающая сторона рекомендует лекторов.

2. Американский совет познавательных обществ и Академия наук СССР обменяются в 1962 и 1963 г.г. двенадцатью-пятнадцатью /12-15/ научными работниками каждый на срок от трех до десяти /3-10/ месяцев для ознакомления с научными исследованиями в области гуманитарных и общественных наук, а также для проведения научно-исследовательских работ в научных учреждениях другой стороны общим сроком до семидесяти /70/ человеко-месяцев.

Стороны договорились, что направляющая сторона рекомендует кандидатуры научных работников и темы их работ, принимающая сторона обеспечивает рабочее место и необходимые условия для проведения научных работ в соответствующих научных учреждениях.

Темы, по которым будет происходить обмен учеными, будут представлены Американским советом познавательных обществ и Академией наук СССР для согласования с другой стороной не позже чем через три месяца после даты подписания настоящего Соглашения.

3. Обмен учеными, предусмотренный п.п. I и 2 настоящего Соглашения, не исключает дополнительного увеличения, сокращения или изменения обменов по договоренности между Американским советом познавательных обществ и Академией наук СССР.

4. При командировках ученых в соответствии с п.п. I и 2 настоящего Соглашения направляющая сторона не позже чем за три /3/ месяца будет сообщать принимающей стороне вопросы, интересующие командируемых ученых; направляющая сторона будет также сообщать все необходимые сведения об этих ученых, указывать желательное время, срок командировки и научные учреждения, которые ученые хотели бы посетить.

Принимающая сторона должна ответить на это извещение посылающей стороне в течение двух месяцев с момента его получения. При этом сообщается о возможности организации такого визита, подтверждается приемлемость плана научных исследований, названного института и даты начала визита, или сообщаются другие предложения.

если командируемый ученый предполагает выступить с лекциями, то должны быть указаны их темы.

По получении согласия от принимающей стороны принять данного ученого направляющая сторона не менее чем за десять /10/ дней будет информировать принимающую сторону о дате его от"езда.

5. Американский совет познавательных обществ и Академия наук СССР соглашаются содействовать участию в научных конгрессах, конференциях, совещаниях и других научных мероприятиях ученых другой страны, получивших приглашение от соответствующих организаций страны, которая проводит эти мероприятия.

6. Американский совет познавательных обществ и Академия наук СССР соглашаются о желательности проведения в Советском Союзе и в Соединенных Штатах совместных симпозиумов по актуальным научным проблемам в специальных областях гуманитарных и общественных наук.

Для подготовки таких симпозиумов создается организационный комитет, состоящий из представителей обеих Сторон. Рабочий аппарат будет создаваться Советом или Академией в зависимости от того, в какой стране намечено проведение симпозиума.

Совет и Академия имеют право издавать труды симпозиума на своем языке.

7. Американский совет познавательных обществ и Академия наук СССР соглашаются взаимно оказывать содействие в установлении связей с научными учреждениями и организациями, архивами и библиотеками другой стороны, работа которых связана с ними, а также развивать обмен научными изданиями.

8. Направляющая сторона во всех случаях несет расходы по проезду своих ученых до основного места назначения и обратно.

Принимающая сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью пребывания, предусмотренной п.п. I и 2 настоящего Соглашения.

9. Принимающая сторона оплачивает ученым другой стороны, прибывшим в соответствии с п.п. I и 2 настоящего Соглашения, расходы по жилью и медицинской помощи.

Заработная плата /стипендия/ ученым выплачивается направляющей стороной.

I0. Американский совет познавательных обществ и Академия наук СССР безвозмездно предоставляют возможность ученым другой стороны, прибывшим в соответствии с настоящим Соглашением, проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

II. Принимающая сторона несет расходы по приобретению материалов, приборов, литературы, фотокопий, микрофильмов и т.п. для командированных ученых в пределах согласованной программы работы.

I2. Расходы, связанные с командировками ученых для участия в научных конгрессах, конференциях, совещаниях и других мероприятиях, проводимых в соответствии с п. 5 настоящего Соглашения, несет, как правило, направляющая сторона, если на этот счет не будет специальной договоренности.

I3. Расходы, связанные с командировками ученых на совместные симпозиумы, предусмотренные пунктом 6 настоящего Соглашения, будет нести направляющая сторона.

Все расходы, связанные с подготовкой и проведением совместных симпозиумов, будет нести принимающая сторона.

14. Каждая сторона будет содействовать своевременному получению виз участниками обмена, являющимися представителями другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя сторонами, а также содействовать выдаче визы на весь согласованный между обеими Сторонами срок научной командировки.

15. Положения настоящего Соглашения могут быть частично изменены по договоренности между Американским советом познавательных обществ и Академией наук СССР.

Совершено в двух экземплярах, на русском и английском языках, каждый из которых в равной степени аутентичен 16 марта тысяча девятьсот шестьдесят второго года.

ЗА АМЕРИКАНСКИЙ СОВЕТ ПОЗНАВАТЕЛЬНЫХ ОБЩЕСТВ:

Frederick Burkhardt

Фредерик Буркхардт
Президент Американского совета
познавательных обществ

ЗА АКАДЕМИЮ НАУК СССР:

М. Келдыш

М.В. Келдыш
Президент Академии наук СССР

PAKISTAN

Peace Corps Program

Agreement effected by exchange of notes
Signed at Karachi May 31, 1962;
Entered into force May 31, 1962;
Operative retroactively October 28, 1961.

The American Chargé d'Affaires ad interim to the Pakistani Acting Secretary, Economic Affairs Division

EMBASSY OF THE
UNITED STATES OF AMERICA
KARACHI, PAKISTAN

No. 882 *May 31, 1962*

DEAR MR. MOZAFFAR:

I have the honor to refer to recent conversations between representatives of our two governments concerning appropriate arrangements with respect to 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 Pakistan. In these conversations your government has indicated that it would welcome Peace Corps volunteers and volunteer leaders.

I have the honor to propose the following understandings with respect to the Peace Corps:

1. The Government of Pakistan will accord equitable treatment to Peace Corps volunteers and volunteer leaders, both as to their persons and their property; afford them, particularly in case of need, full aid and protection; and fully inform and consult and cooperate with representatives of the Government of the United States of America with respect to all matters concerning them.

2. The Government of Pakistan will receive a Peace Corps Representative and such staff and other personnel as are acceptable to the Government of Pakistan, who will discharge functions with respect to Peace Corps programs.

3. The Government of Pakistan will exempt funds, equipment, materials and supplies furnished or financed by the Government of the United States and used in connection with Peace Corps programs from taxes, investment or deposit requirements, and from customs

duties, charges or other fees. Disposition in Pakistan of such equipment, materials and supplies by the Government of the United States shall be governed by such rules as may be mutually agreed.

4. The Government of Pakistan will exempt Peace Corps volunteers, volunteer leaders, the Peace Corps Representative and staff, and other personnel accepted hereunder from immigration fees, from income tax on all income derived from their Peace Corps work, and from sources outside Pakistan, from social security taxes and from all other taxes, charges and fees except (A) sales taxes or other charges or fees included in the prices of goods and services, and (B) license fees; will exempt volunteers, volunteer leaders and other personnel accepted hereunder from all customs duties, fees and charges on their personal and household effects, excluding consumable stores and motor cars, introduced into Pakistan at or about the time of their arrival for their own use; and will accord the Peace Corps Representative and his staff the same treatment as is accorded volunteers hereunder with respect to the payment of customs duties, fees and charges on their personal and household effects, excluding consumable stores but including one motor car for each, introduced into Pakistan for their own use at any time during their stay in Pakistan. Disposition in Pakistan of such personal and household effects by such personnel shall be governed by such rules as may be mutually agreed upon.

5. Funds introduced into Pakistan in connection with Peace Corps programs shall be convertible into currency of Pakistan at the rate of exchange prevailing for transactions of the Government of the United States in Pakistan.

6. Appropriate representatives of the Government of the United States of America and the Government of Pakistan may make from time to time such arrangements with respect to Peace Corps volunteers and volunteer leaders and Peace Corps programs in Pakistan as appear necessary or desirable for purposes of implementing this agreement.

Finally, I have the honor to propose that, if these understandings are acceptable to the Government of Pakistan, this note and Your Excellency's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of Your Excellency's reply note and have effect from October 28, 1961, the date of the arrival of the first Peace Corps Volunteers in Pakistan, and which shall remain in force until ninety days after the date of written notification from either government to the other of intention to terminate it.

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

WILLIAM O. HALL
Charge d'Affaires ad interim

Mr. M. A. MOZAFFAR,
Acting Secretary,
Economic Affairs Division,
Government of Pakistan,
Karachi.

The Pakistani Acting Secretary, Economic Affairs Division, to the American Chargé d'Affaires ad interim

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION
KARACHI
May 31, 1962.

DEAR MR. HALL,

I have the honour to acknowledge with thanks the receipt of your letter dated May 31, 1962, regarding United States Peace Corps programmes in Pakistan, the text of which is reproduced below:-

"I have the honor to refer to recent conversations between representatives of our two governments concerning appropriate arrangements with respect to 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 Pakistan. In these conversations your government has indicated that it would welcome Peace Corps volunteers and volunteer leaders.

I have the honor to propose the following understandings with respect to the Peace Corps:

1. The Government of Pakistan will accord equitable treatment to Peace Corps volunteers and volunteer leaders, both as to their persons and their property; afford them, particularly in case of need, full aid and protection; and fully inform and consult and cooperate with representatives of the Government of the United States of America with respect to all matters concerning them.

2. The Government of Pakistan will receive a Peace Corps Representative and such staff and other personnel as are acceptable to the Government of Pakistan, who will discharge functions with respect to Peace Corps programs.

3. The Government of Pakistan will exempt funds, equipment, materials and supplies furnished or financed by the Government of the United States and used in connection with Peace Corps pro-

grams from taxes, investment or deposit requirements, and from customs duties, charges or other fees. Disposition in Pakistan of such equipment, materials and supplies by the Government of the United States shall be governed by such rules as may be mutually agreed.

4. The Government of Pakistan will exempt Peace Corps volunteers, volunteer leaders, the Peace Corps Representative and staff, and other personnel accepted hereunder from immigration fees, from income tax on all income derived from their Peace Corps work, and from sources outside Pakistan, from social security taxes and from all other taxes, charges and fees except (A) sales taxes or other charges or fees included in the prices of goods and services, and (B) license fees; will exempt volunteers, volunteer leaders and other personnel accepted hereunder from all customs duties, fees and charges on their personal and household effects, excluding consumable stores and motor cars, introduced into Pakistan at or about the time of their arrival for their own use; and will accord the Peace Corps Representative and his staff the same treatment as is accorded volunteers hereunder with respect to the payment of customs duties, fees and charges on their personal and household effects, excluding consumable stores but including one motor car for each, introduced into Pakistan for their own use at any time during their stay in Pakistan. Disposition in Pakistan of such personal and household effects by such personnel shall be governed by such rules as may be mutually agreed upon.

5. Funds introduced into Pakistan in connection with Peace Corps programs shall be convertible into currency of Pakistan at the rate of exchange prevailing for transactions of the Government of the United States in Pakistan.

6. Appropriate representatives of the Government of the United States of America and the Government of Pakistan may make from time to time such arrangements with respect to Peace Corps volunteers and volunteer leaders and Peace Corps programs in Pakistan as appear necessary or desirable for purposes of implementing this agreement.

Finally, I have the honor to propose that, if these understandings are acceptable to the Government of Pakistan, this note and Your Excellency's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of Your Excellency's reply note and have effect from October 28, 1961, the date of the arrival of the first Peace Corps Volunteers in Pakistan, and which shall remain in force until ninety days after the date of written notification from either government to the other of intention to terminate it.

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

M. A. MOZAFFAR

(M. A. Mozaffar)
Secretary.

Mr. WILLIAM O. HALL,
Charge d'Affaires ad interim,
Embassy of the United
States of America,
Karachi.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of December 27, 1961, as amended.
Effected by exchange of notes
Signed at Saigon July 5, 1962;
Entered into force July 5, 1962.

The American Ambassador to the Vietnamese Secretary of State for Finance and Secretary of State for Foreign Affairs ad interim

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, July 5, 1962.

No. 3

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on December 27, 1961,[1] as amended, and to propose that Article I of the Agreement be further amended by adding "wheat flour", with an export market value of "$3.5 million"; and by increasing the total to "$23.69 million".

It is also proposed that the accompanying note be amended by adding the following sentence to numbered paragraph 2:

"The Government of the Republic of Viet-Nam will also provide facilities for the conversion of up to $200,000 worth of piastres for use under Section 104(h) of the Act [2] in the purchase of air transportation for Vietnamese and American participants in the international educational exchange program."

If these amendments are acceptable to Your Excellency's Government, I have the honor to propose that this note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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[1] TIAS 4920; 12 UST 3169.
[2] 68 Stat. 457; 7 U.S.C. § 1704(h).

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

FREDERICK E. NOLTING, Jr.

His Excellency
NGUYEN LUONG,
Secretary of State for Finance and
Secretary of State for Foreign Affairs p.i.,
Saigon.

The Vietnamese Secretary of State for Finance and Secretary of State for Foreign Affairs ad interim to the American Ambassador

RÉPUBLIQUE DU VIÉTNAM

DÉPARTEMENT DES AFFAIRES ÉTRANGÈRES

LE SECRÉTAIRE D'ETAT

No 3015/EF. SAIGON, *le 5 Juillet 1962.*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 3 en date de ce jour dont teneur suit:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on December 27, 1961, as amended, and to propose that Article I of the Agreement be further amended by adding 'wheat flour', with an export market value of '$3.5 million'; and by increasing the total to '$23.69 million'.

It is also proposed that the accompanying note be amended by adding the following sentence to numbered paragraph 2:

"The Government of the Republic of Viet-Nam will also provide facilities for the conversion of up to $200,000 worth of piastres for use under Section 104(h) of the Act in the purchase of air transportation for Vietnamese and American participants in the international educational exchange program."

If these amendments are acceptable to Your Excellency's Government, I have the honor to propose that this note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply."

J'ai l'honneur de confirmer à Votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.

[SEAL] N LUONG

Nguyêñ-Lu'ong

Son Excellence Monsieur FREDERICK E. NOLTING Jr.
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats-Unis d'Amérique
Saigon

Translation

REPUBLIC OF VIET-NAM

DEPARTMENT OF FOREIGN AFFAIRS

THE SECRETARY OF STATE

No. 3015/EF. SAIGON, *July 5, 1962*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 3, of today's date, which reads as follows:

[The Vietnamese note here quotes in English the United States note, *ante*, p. 1568.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposals, and that this exchange of notes constitutes an agreement between our two Governments to enter into force on today's date.

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

[SEAL] N LUONG

Nguyêñ-Luong

His Excellency
FREDERICK E. NOLTING, Jr.
Ambassador Extraordinary and Plenipotentiary of the
United States of America,
Saigon.

MULTILATERAL

International Wheat Agreement, 1962

Formulated at the United Nations Wheat Conference at Geneva March 10, 1962;
Open for signature at Washington April 19 to May 15, inclusive, 1962;
Ratification advised by the Senate of the United States of America July 9, 1962;
Ratified by the President of the United States of America July 13, 1962;
Instrument of acceptance of the United States of America deposited at Washington July 13, 1962;
Proclaimed by the President of the United States of America August 1, 1962;
Entered into force July 16, 1962, with respect to Part I and Parts III to VII; entered into force August 1, 1962, with respect to Part II.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the International Wheat Agreement, 1962, formulated at the United Nations Wheat Conference which concluded at Geneva on March 10, 1962, was open for signature in Washington from April 19 until and including May 15, 1962 and was signed by the respective Plenipotentiaries of the Government of the United States of America and the Governments of thirty-four other countries;

WHEREAS the text of the said International Wheat Agreement, 1962, in the English, French, Spanish, and Russian languages, as certified by the Government of the United States of America, is word for word as follows:

INTERNATIONAL WHEAT AGREEMENT, 1962

The Government signatory to this Agreement,

Considering that the International Wheat Agreement, 1949 [1] was revised and renewed in 1953, 1956 and 1959,[2] and

Considering that the International Wheat Agreement, 1959 expires on 31 July 1962 and that it is desirable to conclude a new Agreement for a further period,

Have agreed as follows:

PART I. GENERAL

ARTICLE 1

Objectives

The objectives of this Agreement are:

(a) To assure supplies of wheat and wheat-flour to importing countries and markets for wheat and wheat-flour to exporting countries at equitable and stable prices;

(b) To promote the expansion of the international trade in wheat and wheat-flour and to secure the freest possible flow of this trade in the interests of both exporting and importing countries, and thus contribute to the development of countries, the economies of which depend on commercial sales of wheat;

(c) To overcome the serious hardship caused to producers and consumers by burdensome surpluses and critical shortages of wheat;

(d) To encourage the use and consumption of wheat and wheat-flour generally, and in particular in developing countries, so as to improve health and nutrition in those countries and thus to assist in their development; and

(e) In general to further international co-operation in connexion with world wheat problems, recognizing the relationship of the trade in wheat to the economic stability of markets for other agricultural products.

[1] TIAS 1957; 63 Stat. (pt. 2) 2173.

[2] TIAS 2799, 3709, 4302; 4 UST 944; 7 UST 3275; 10 UST 1477.

ARTICLE 2

Definitions

(1) For the purposes of this Agreement:

(a) "Advisory Committee on Price Equivalents" means the Committee established under Article 31;

(b) "Balance of Commitment" means the amount of wheat which an exporting country is obliged to make available at not greater than the maximum price under Article 5, that is, the amount by which its datum quantity with respect to importing countries exceeds the actual commercial purchases from it by those countries in the crop year at the relevant time;

(c) "Balance of Entitlement" means the amount of wheat which an importing country is entitled to purchase at not greater than the maximum price under Article 5; that is, the amount by which its datum quantity with respect to the exporting country or countries concerned, as the context requires, exceeds its actual commercial purchases from those countries in the crop year at the relevant time;

(d) "Bushel" means sixty pounds avoirdupois or 27.2155 . . kilogrammes;

(e) "Carrying charges" means the costs incurred for storage, interest and insurance in holding wheat;

(f) "Certified seed wheat" means wheat which has been officially certified according to the custom of the country of origin and which conforms to recognized specification standards for seed wheat in that country;

(g) "C. & f." means cost and freight;

(h) "Council" means the International Wheat Council established by the International Wheat Agreement, 1949 and continued in being by Article 25;

(i) "Crop year" means the period from 1 August to 31 July;

(j) "Datum quantity" means:

(i) In the case of an exporting country the average annual commercial purchases from that country by importing countries during the years determined under Article 15;

(ii) In the case of an importing country the average annual commercial purchases from exporting countries or from a particular exporting country, as the context requires, during the years determined under Article 15;

(k) "Executive Committee" means the Committee established under Article 30;

(l) "Exporting country" means, as the context requires, either:

(i) the Government of a country listed in Annex B [1] which has accepted or acceded to this Agreement and has not withdrawn therefrom; or

(ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Agreement apply.

(m) "F.a.q." means fair average quality;

(n) "F.o.b." means free on board ocean vessel or sea-going vessel, as the case may be, and in the case of French wheat delivered at a Rhine port, free on board river craft;

(o) "Importing country" means, as the context requires, either:

(i) the Government of a country listed in Annex C [2] which has accepted or acceded to this Agreement and has not withdrawn therefrom; or

(ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Agreement apply;

(p) "Marketing costs" means all usual charges incurred in marketing, chartering, and forwarding;

(q) "Maximum price" means the maximum prices specified in or determined under Articles 6 or 7 or one of those prices, as the context requires;

(r) "Maximum price declaration" means a declaration made in accordance with Article 13;

(s) "Metric ton" or 1,000 kilogrammes, means 36.74371 bushels;

(t) "Minimum price" means the minimum prices specified in or determined under Articles 6 or 7 or one of those prices, as the context requires;

(u) "Price range" means prices between the minimum and maximum prices specified in or determined under Articles 6 or 7, including the minimum prices but excluding the maximum prices;

(v) "Purchase" means a purchase for import of wheat exported or to be exported from an exporting country of from other than an exporting country, as the case may be, or the quantity of such wheat so purchased, as the context requires. Where reference is made in this Agreement to a purchase, it shall be understood to refer not only to purchases concluded between the Governments concerned but also to purchases concluded between private traders and to purchases concluded between a private trader and the Government concerned. In this definition "Government" shall be deemed to include the Government of any territory in respect of which the rights and obligations of any Government accepting or acceding to this Agreement apply under Article 37;

[1] *Post*, p. 1607.

[2] *Post*, p. 1608.

(w) "Territory" in relation to an exporting or importing country includes any territory in respect of which the rights and obligations under this Agreement of the Government of that country apply under Article 37;

(x) "Wheat" includes wheat grain of any description, class, type, grade or quality and, except in Article 6, wheat-flour.

(2) All calculations of the wheat equivalent of purchases of wheat-flour shall be made on the basis of the rate of extraction indicated by the contract between the buyer and the seller. If no such rate is indicated, seventy-two units by weight of wheat-flour shall, for the purpose of such calculations, be deemed to be equivalent to one hundred units by weight of wheat grain unless the Council decides otherwise.

Article 3

Commercial Purchases and Special Transactions

(1) A commercial purchase for the purposes of this Agreement is a purchase as defined in Article 2 which conforms to the usual commercial practices in international trade and which does not include those transactions referred to in paragraph (2) of this Article.

(2) A special transaction for the purposes of this Agreement is one which, whether or not within the price range, includes features introduced by the Government of a country concerned which do not conform with usual commercial practices. Special transactions include the following:

(a) Sales on credit in which, as a result of government intervention, the interest rate, period of payment, or other related terms do not conform with the commercial rates, periods or terms prevailing in the world market;

(b) Sales in which the funds for the purchase of wheat are obtained under a loan from the government of the exporting country tied to the purchase of wheat;

(c) Sales for currency of the importing country which is not transferable or convertable into currency or goods for use in the exporting country;

(d) Sales under trade agreements with special payments arrangements which include clearing accounts for settling credit balances bilaterally through the exchange of goods, except where the exporting country and the importing country concerned agree that the sale shall be regarded as commercial;

(e) Barter transactions

(i) which result from the intervention of governments where wheat is exchanged at other than prevailing world prices, or

(ii) which involve sponsorship under a government purchase programme, except where the purchase of wheat results from a barter transaction in which the country of final destination was not named in the original barter contract;

(f) A gift of wheat or a purchase of wheat out of a monetary grant by the exporting country made for that specific purpose;

(g) Any other categories of transactions that include features introduced by the Government of a country concerned which do not conform with usual commercial practices, as the Council may prescribe.

(3) Any question raised by the Executive Secretary or by any exporting or importing country as to whether a transaction is a commercial purchase as defined in paragraph (1) of this Article or a special transaction as defined in paragraph (2) of this Article shall be decided by the Council.

PART II - RIGHTS AND OBLIGATIONS

ARTICLE 4

Purchases within the Price Range

(1) Each importing country undertakes that not less than the percentage specified for that country in Annex A [1] of its total commercial purchases of wheat in any crop year shall be purchased from exporting countries at prices within the price range and that any additional commercial purchases of wheat from exporting countries shall also be at prices within the price range, except when a maximum price declaration is in effect in respect of any exporting country in which case the provisions of Article 5 shall apply.

(2) Exporting countries undertake, in association with one another, that wheat from their countries shall be made available for purchase by importing countries in any crop year at prices within the price range in quantities sufficient to satisfy the commercial requirements of those countries, except when a maximum price declaration is in effect in respect of an exporting country, in which case the provisions of Article 5 shall apply to that country.

(3) For the purposes of this Agreement, except as provided in Article 5, any wheat purchased from an importing country by a second importing country which originated during that crop year from an exporting country shall be deemed to have been purchased from that exporting country by the second importing country. Subject to the provisions of Article 19, this paragraph shall apply to wheat-flour

[1] *Post*, p. 1606.

only if the wheat-flour originated from the exporting country concerned.

ARTICLE 5

Purchases at the Maximum Price

(1) If the Council makes a maximum price declaration in respect of an exporting country, that country shall make available for purchase by importing countries at not greater than the maximum price its balance of commitment towards those countries to the extent that the balance of entitlement of any importing country with respect to all exporting countries is not exceeded.

(2) If the Council makes a maximum price declaration in respect of all exporting countries, each importing country shall be entitled, while the declaration is in effect,

(a) To purchase from exporting countries at prices not greater than the maximum price its balance of entitlement with respect to all exporting countries; and

(b) To purchase wheat from any source without being regarded as committing any breach of paragraph (1) of Article 4.

(3) If the Council makes a maximum price declaration in respect of one or more exporting countries, but not all of them, each importing country shall be entitled while the declaration is in effect,

(a) To make purchases under paragraph (1) of this Article from such one or more exporting countries and to purchase the balance of its commercial requirements within the price range from the other exporting countries, and

(b) To purchase wheat from any source without being regarded as committing any breach of paragraph (1) of Article 4 to the extent of its balance of entitlement with respect to such one or more exporting countries as at the effective date of the declaration, provided such balance is not larger than its balance of entitlement with respect to all exporting countries.

(4) Purchases by any importing country from an exporting country in excess of the balance of entitlement of that importing country with respect to all exporting countries shall not reduce the obligation of that exporting country under this Article. The provisions of paragraph (3) of Article 4 shall apply also to this Article provided the balance of entitlement of any importing country with respect to all exporting countries is not thereby exceeded.

(5) In determining whether it has fulfilled its required percentage under paragraph (1) of Article 4, purchases made by any importing country while a maximum price declaration is in effect, subject to the limitations in paragraphs (2) (b) and (3) (b) of this Article,

(a) shall be taken into account if those purchases were made from any exporting country, including an exporting country in respect of which the declaration was made, and

(b) shall be entirely disregarded if those purchases were made from a country other than an exporting country.

ARTICLE 6

Prices of Wheat

(1)-(a) The basic minimum and maximum prices for the duration of this Agreement shall be:

Minimum	$1.62½
Maximum	$2.02½

Canadian currency per bushel at the parity for the Canadian dollar, determined for the purposes of the International Monetary Fund as at 1 March 1949, for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur. The basic minimum and maximum prices, and the equivalents thereof hereafter referred to, shall exclude such carrying charges and marketing costs as may be agreed between the buyer and the seller.

(b) Durum wheat and certified seed wheat are excluded from the provisions relating to maximum prices.

(c) Carrying charges as agreed between the buyer and seller may accrue for the buyer's account only after an agreed date specified in the contract under which the wheat is sold.

(2) The equivalent maximum price for bulk wheat for:

(a) No. 1 Manitoba Northern wheat in store Vancouver shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article;

(b) No. 1 Manitoba Northern wheat f.o.b. Port Churchill, Manitoba, shall be the price equivalent to the c. & f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates;

(c) Argentine wheat in store ocean ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, converted into Argentine currency at the prevailing rate of exchange, making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(d) f.a.q. Australian wheat in store ocean ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, con-

verted into Australian currency at the prevailing rate of exchange, making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(e) French wheat on sample or on description f.o.b. French ports or at the French border (whichever is applicable) shall be the price equivalent to the c. & f. price in the country of destination, or the c. & f. price at an appropriate port for delivery to the country of destination, of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(f) Italian wheat on sample or on description f.o.b. Italian ports or at the Italian border (whichever is applicable) shall be the price equivalent to the c. & f. price in the country of destination, or the c. & f. price at an appropriate port for delivery to the country of destination, of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(g) (i) Mexican wheat on sample or on description f.o.b. Mexican Gulf ports or at the Mexican border (whichever is applicable) shall be the price equivalent to the c. & f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(ii) Mexican wheat on sample or on description in store Mexican Pacific ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, converted into Mexican currency at the prevailing rate of exchange, making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(h) Spanish wheat on sample or on description f.o.b. Spanish ports or at the Spanish border (whichever is applicable) shall be the price equivalent to the c. & f. price in the country of destination, or the c. & f. price at an appropriate port for delivery to the country of destination, of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for

difference in quality as may be agreed between the exporting country and the importing country concerned.

(i) Swedish wheat on sample or on description f.o.b. Swedish ports between Stockholm and Gothenburg, both included, shall be the price equivalent to the c. & f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(j) No. 1 Heavy Dark Northern Spring wheat in store Duluth/Superior shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article computed by using the prevailing rate of exchange and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

(k) No. 1 Hard Winter wheat f.o.b. Gulf/Atlantic ports of the United States of America shall be the price equivalent to the c. & f. price in the United Kingdom of Great Britain and Northern Ireland of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(l) No. 1 Soft White wheat or No. 1 Hard Winter wheat in store Pacific ports of the United States of America shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using the prevailing rate of exchange and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

(m) Soviet South Winter wheat f.o.b. Black Sea Ports or Baltic Ports or at USSR border (whichever is applicable) shall be the price equivalent to the c. and f. price in the country of destination for the maximum price of No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

(3) The equivalent minimum price for bulk wheat for:

(a) No. 1 Manitoba Northern wheat f.o.b. Vancouver,

(b) No. 1 Manitoba Northern wheat f.o.b. Port Churchill, Manitoba,

(c) Argentine wheat f.o.b. Argentina,

(d) f.a.q. wheat f.o.b. Australia,

(e) Mexican wheat on sample or on description f.o.b. Mexican ports, or at the Mexican border (whichever is applicable),

(f) No. 1 Hard Winter wheat f.o.b. Gulf/Atlantic ports of the United States of America, and

(g) No. 1 Soft White wheat or No. 1 Hard Winter wheat f.o.b. Pacific ports of the United States of America,

(h) Soviet South Winter wheat f.o.b. Black Sea Ports or Baltic Ports or at USSR border (whichever is applicable), shall be respectively:

the f.o.b. price Vancouver, Port Churchill, Argentina, Australia, Mexican ports, United States of America Gulf/Atlantic ports, United States of America Pacific ports and the Black Sea ports and Baltic ports of the Union of Soviet Socialist Republics equivalent to the c. and f. price in the United Kingdom of Great Britain and Northern Ireland of the Minimum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

(i) No. 1 Heavy Dark Northern Spring wheat in store Duluth/Superior shall be the minimum price for No. 1 Manitoba Northern wheat in bulk in store Port William/Port Arthur specified in paragraph (1) of this Article computed by using the prevailing rate of exchange and by making such allowance for difference in quality as may be agreed between the exporting and the importing country concerned.

(j) French wheat on sample or on description f.o.b. French ports, or at the French border (whichever is applicable),

(k) Italian wheat on sample or on description f.o.b. Italian ports, or at the Italian border (whichever is applicable),

(l) Spanish wheat on sample or on description f.o.b. Spanish ports, or at the Spanish border (whichever is applicable),

(m) Swedish wheat on sample or on description f.o.b. Swedish ports between Stockholm and Gothenburg, both included, shall be:

the price equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to the country of destination, of the minimum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

(4) For the period of closed navigation between Fort William/Port Arthur and the Canadian Atlantic ports, equivalent maximum and minimum prices shall be determined by references only to the lake and rail movement of wheat from Fort William/Port Arthur to Canadian winter ports.

(5) The Executive Committee may in consultation with the Advisory Committee on Price Equivalents, determine the minimum and maximum price equivalents for wheat at points other than those specified above and may also designate any description, class, type, grade or quality of wheat other than those specified in paragraphs (2) and (3) of this Article and determine the minimum and maximum price equivalents thereof; provided that, in the case of any other wheat the price equivalent of which has not yet been determined, the minimum and maximum prices for the time being shall be derived from the minimum and maximum prices of the description, class, type, grade or quality of wheat specified in this Article, or subsequently designated by the Executive Committee in consultation with the Advisory Committee on Price Equivalents, which is most closely comparable to such other wheat by the addition of an appropriate premium or by the deduction of an appropriate discount.

(6) If any exporting or importing country represents to the Executive Committee that any price equivalent established under paragraph (2), (3) or (5) of this Article, is, in the light of current transportation or exchange rates or market premiums or discounts, no longer fair, the Executive Committee shall consider the matter and may, in consultation with the Advisory Committee on Price Equivalents, make such adjustments as it considers desirable.

(7) In establishing equivalent minimum and maximum prices under paragraphs (2), (3), (5) or (6) of this Article and subject to the provisions of Article 16 relating to durum wheat and certified seed wheat, no allowance for difference in quality shall be made which would result in the equivalent minimum and maximum price of any wheat being fixed at a level higher than the basic minimum or maximum price, respectively, specified in paragraph (1).

(8) If a dispute arises as to what premium or discount is appropriate for the purposes of paragraphs (5) and (6) of this Article in respect of any description of wheat specified in paragraph (2) or (3) or designated under paragraph (5) the Executive Committee, in consultation with the Advisory Committee on Price Equivalents, shall on the request of the exporting or importing country concerned decide the issue.

(9) All decisions of the Executive Committee under paragraphs (5), (6) and (8) of this Article shall be binding on all exporting and importing countries, provided that any of those countries which considers that any such decision is disadvantageous to it may ask the Council to review that decision.

ARTICLE 7

Prices of Wheat Flour

(1) Commercial purchases of wheat flour will be deemed to be at prices consistent with the prices for wheat specified in or determined under Article 6 unless a statement to the contrary, with supporting information, is received by the Council from any exporting or importing country, in which case the Council shall, with the assistance of any countries concerned, consider the matter and decide whether the price is so consistent.

(2) The Council may in co-operation with any exporting and importing countries carry out studies of the prices of wheat flour in relation to the prices of wheat.

ARTICLE 8

Countries which both export and import wheat

(1) For the duration of this Agreement and for the purposes of its application, a country listed in Annex B shall be regarded as an exporting country and a country listed in Annex C shall be regarded as an importing country.

(2) Any country listed in Annex C which makes wheat available for purchase by any exporting or importing country shall do so at prices consistent with the price range, except in the case of denatured feed wheat, and in making such wheat available for purchase shall avoid taking any action which would be prejudicial to the operation of this Agreement.

(3) Any country listed in Annex B which desires to purchase wheat shall endeavour so far as possible to purchase its requirements from exporting countries at prices within the price range and, in meeting its requirements, to avoid taking any action which would be prejudicial to the operation of this Agreement.

PART III. ADJUSTMENTS

ARTICLE 9

Adjustment in Case of Short Crop

(1) Any exporting country which fears that it may be prevented by a short crop from carrying out its obligations under this Agreement in respect of a particular crop year shall report the matter to the Council at the earliest possible date and apply to the Council to be relieved of a part or the whole of its obligations for that crop year. An application made to the Council pursuant to this paragraph shall be heard without delay.

(2) The Council shall, in dealing with a request for relief under this Article, review the exporting country's supply situation and the

extent to which the exporting country has observed the principle that it should, to the maximum extent feasible, make wheat available for purchase to meet its obligations under this Agreement.

(3) The Council shall also, in dealing with a request for relief under this Article, have regard to the importance of the exporting country's maintaining the principle stated in paragraph (2) of this Article.

(4) If the Council finds that the country's representations are well founded, it shall decide to what extent and on what conditions that country shall be relieved of its obligations for the crop year concerned. The Council shall inform the exporting country of its decision.

(5) If the Council decides that the exporting country shall be relieved of the whole or part of its obligations under Article 5 for the crop year concerned, the Council shall increase the commitments as represented by the datum quantities of the other exporting countries to the extent agreed by each of them. If such increases do not offset the relief granted under paragraph (4) of this Article, it shall reduce by the amount necessary the entitlements, as represented by the datum quantities of the importing countries to the extent agreed by each of them.

(6) If the relief granted under paragraph (4) of this Article cannot be entirely offset by measures taken under paragraph (5), the Council shall reduce pro rata the entitlement as represented by the datum quantities of the importing countries, account being taken of any reductions under paragraph (5).

(7) If the commitment as represented by the datum quantity of an exporting country is reduced under paragraph (4) of this Article, the amount of such reduction shall be regarded for the purpose of establishing its datum quantity and that of all other exporting countries in subsequent crop years as having been purchased from that exporting country in the crop year concerned. In the light of the circumstances, the Council shall determine whether any adjustment shall be made, and if so in what manner, for the purpose of establishing the datum quantities of importing countries in such subsequent crop years as a result of the operation of this paragraph.

(8) If the entitlement as represented by the datum quantity of an importing country is reduced under paragraphs (5) or (6) of this Article to offset the relief granted to an exporting country under paragraph (4), the amount of such reduction shall be regarded as having been purchased in the crop year concerned from that exporting country for the purposes of establishing the datum quantity of that importing country in subsequent crop years.

ARTICLE 10

Adjustment in Case of Necessity to Safeguard Balance of Payments or Monetary Reserves

(1) Any importing country which fears that it may be prevented by the necessity to safeguard its balance of payments or monetary reserves from carrying out its obligations under this Agreement in respect of a particular crop year shall report the matter to the Council at the earliest possible date and apply to the Council to be relieved of a part or the whole of its obligations for that crop year. An application made to the Council pursuant to this paragraph shall be heard without delay.

(2) If an application is made under paragraph (1) of this Article, the Council shall seek and take into account, together with all facts which it considers relevant, the opinion of the International Monetary Fund, as far as the matter concerns a country which is a member of the Fund, on the existence and extent of the necessity referred to in paragraph (1).

(3) The Council shall, in dealing with a request for relief under this Article, have regard to the importance of the importing country's maintaining the principle that it should to the maximum extent feasible make purchases to meet its obligations under this Agreement.

(4) If the Council finds that the representations of the importing country concerned are well founded, it shall decide to what extent and on what conditions that country shall be relieved of its obligations for the crop year concerned. The Council shall inform the importing country of its decision.

ARTICLE 11

Adjustments and Additional Purchases in Case of Critical Need

(1) If a critical need has arisen or threatens to arise in its territory, an importing country may appeal to the Council for assistance in obtaining supplies of wheat. With a view to relieving the emergency created by the critical need, the Council shall give urgent consideration to the appeal and shall make appropriate recommendations to exporting and importing countries regarding the action to be taken by them.

(2) In deciding what recommendation should be made in respect of an appeal by an importing country under the preceding paragraph, the Council shall have regard to its actual commercial purchases from exporting countries or to the extent of its obligations under Article 4, as may appear appropriate in the circumstances.

(3) No action taken by an exporting or importing country pursuant to a recommendation made under paragraph (1) of this Article

shall affect the datum quantity of any exporting or importing country in subsequent crop years.

ARTICLE 12

Other Adjustments

(1) An exporting country may transfer part of its balance of commitment to another exporting country, and an importing country may transfer part of its balance of entitlement to another importing country for a crop year, subject to approval by the Council by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.

(2) Any importing country may at any time, by written notification to the Council, increase its percentage undertaking referred to in paragraph (1) of Article 4 and such increase shall become effective from the date of receipt of the notification.

(3) Any importing country which considers that its interests in respect of its percentage undertaking under paragraph (1) of Article 4 and Annex A is seriously prejudiced by the non-participation in or withdrawal from this Agreement of any country listed in Annex B holding not less than five per cent of the votes distributed in Annex B may, by written notification to the Council, apply for a reduction in its percentage undertaking. In such a case, the Council shall reduce that importing country's percentage undertaking by the proportion that its maximum annual commercial purchases during the years determined under Article 15 with respect to the non-participating or withdrawing country bears to its datum quantity with respect to all countries listed in Annex B and shall then further reduce such revised percentage undertaking by subtracting two and one half.

(4) The datum quantity of any country acceding under paragraph 4 of Article 35 shall be offset, if necessary, by appropriate adjustments by way of increase or decrease in the datum quantities of one or more exporting or importing countries, as the case may be. Such adjustments shall not be approved unless each exporting or importing country whose datum quantity is thereby changed has consented.

PART IV. ADMINISTRATION OF RIGHTS AND OBLIGATIONS

ARTICLE 13

Maximum Price Declarations

(1) As soon as any of its wheat other than durum wheat or certified seed wheat is made available for purchase by importing countries at prices not less than the maximum price, an exporting country shall notify the Council to that effect. On receipt of such notification the Executive Secretary acting on behalf of the Council

shall, except as otherwise provided in paragraph (4) of this Article and paragraph (4) of Article 16, make a declaration accordingly, referred to in this Agreement as a maximum price declaration. The Executive Secretary shall communicate that maximum price declaration to all exporting and importing countries as soon as possible after it has been made.

(2) As soon as all of its wheat which has been made available at not less than the maximum price, other than durum wheat or certified seed wheat, is again made available for purchase by importing countries at prices less than the maximum price, an exporting country shall notify the Council to that effect. Thereupon, the Executive Secretary, acting on behalf of the Council, shall terminate the maximum price declaration in respect of that country by making a further declaration accordingly. He shall communicate such further declaration to all exporting and importing countries as soon as possible after it has been made.

(3) The Council shall, in its rules of procedure, prescribe regulations to give effect to paragraphs (1) and (2) of this Article, including regulations determining the effective date of any declaration made under this Article.

(4) If at any time in the opinion of the Executive Secretary an exporting country has failed to make a notification under paragraph (1) or (2) of this Article, or has made an incorrect notification, he shall, without prejudice in the latter case to the provisions of paragraph (1) or (2), convene a meeting of the Advisory Committee on Price Equivalents. If at any time in the opinion of the Executive Secretary an exporting country has made a notification under paragraph (1) but the facts relating thereto do not warrant a maximum price declaration, he shall not make such a declaration but shall refer the matter to the Advisory Committee. If the Advisory Committee advises either under this paragraph or in accordance with Article 31 that a declaration under paragraph (1) or (2) should be or should not be made or is incorrect, as the case may be, the Executive Committee acting on behalf of the Council may make or refrain from making a declaration accordingly, or cancel any declaration then in effect, whichever may be appropriate. The Executive Secretary shall communicate any such declaration or cancellation to all exporting and importing countries as soon as possible.

(5) Any declaration made under this Article shall specify the crop year or crop years to which it relates, and this Agreement shall apply accordingly.

(6) If any exporting or importing country considers that a declaration under this Article should be or should not have been made, as the case may be, it may refer the matter to the Council. If the Council finds that the representations of the country concerned are well founded, it shall make or cancel a declaration accordingly.

(7) Any declaration made under paragraphs (1), (2) or (4) of this Article which is cancelled in accordance with this Article shall

be regarded as having full force and effect until the date of its cancellation, and such cancellation shall not affect the validity of anything done under the declaration prior to its cancellation.

ARTICLE 14

Action at or approaching the Minimum Price

(1) If any exporting or importing country is making wheat available for purchase by exporting or importing countries at not greater than the minimum price, or if such a situation appears likely to arise, the Executive Secretary shall, after bringing the matter to the attention of the Advisory Committee on Price Equivalents and communicating as that Committee may advise with the country concerned, report the situation to the Executive Committee.

(2) If the Executive Committee, after studying the matter in the light of the advice which the Advisory Committee shall give under paragraph (1) of this Article or under Article 31, considers that the country concerned may be failing to carry out its obligations under the Agreement with respect to the minimum price, it shall so notify the country concerned and may require that such country furnish a statement respecting the matter for the Committee's further consideration. If, after taking into account any explanation offered by the country concerned, the Executive Committee is of the view that such country is failing to perform its obligations with respect to the minimum price, it shall so inform the Chairman of the Council.

(3) Upon receiving such information from the Executive Committee, the Chairman of the Council shall convene a session of the Council as soon as possible to consider the matter. The Council may make such recommendations to exporting and importing countries as it considers necessary to meet the situation.

(4) If the Advisory Committee on Price Equivalents, in the course of its continuous review of market conditions under Article 31, is of the opinion that, by reason of a serious fall in the price of any wheat, a situation has arisen, or threatens immediately to arise, which appears likely to jeopardize the objectives of the Agreement with regard to the minimum price, or if such a situation is called to the Advisory Committee's attention by the Executive Secretary on his own initiative or at the request of any exporting or importing country, it shall immediately inform the Executive Committee of the facts concerned. The Advisory Committee shall in so informing the Executive Committee give particular regard to circumstances which have brought about, or threaten to bring about, a serious fall in the price in any market of wheat in relation to the minimum price. The Executive Committee shall, if it considers appropriate, inform the Chairman of the Council who may convene a session of the Council to consider the matter. The Council may make such recommendations to exporting and importing countries as it considers necessary to meet the situation.

(5) In advising and informing the Executive Committee under paragraphs (2) and (4) of this Article the Advisory Committee shall include advice of any action with regard to the determination of allowances for differences of quality which it considers might suitably be taken to meet the situation.

ARTICLE 15

Establishment of Datum Quantities

(1) Datum quantities as defined in Article 2 shall be established for each crop year on the basis of average annual commercial purchases during the first four of the immediately preceding five crop years.

(2) Before the beginning of each crop year, the Council shall establish for that crop year the datum quantity of each exporting country with respect to all importing countries and the datum quantity of each importing country with respect to all exporting countries and to each such country.

(3) The datum quantities established in accordance with the preceding paragraph shall be re-established whenever a change in the membership of this Agreement occurs, regard being had where appropriate to any conditions of accession prescribed by the Council under Article 35.

ARTICLE 16

Recording

(1) For the purposes of the operation of this Agreement, the Council shall keep records for each crop year of all commercial purchases made by importing countries from all sources and of all such purchases made from exporting countries.

(2) The Council shall also keep records so that at all times during a crop year a statement of the balance of commitment of each exporting country with respect to all importing countries and of the balance of entitlement of each importing country with respect to all exporting countries and to each such country is maintained. Statements of such balances shall, at intervals prescribed by the Council, be circulated to all exporting and importing countries.

(3) For the purposes of paragraph (2) of this Article and of paragraph (1) of Article 4, commercial purchases by an importing country from an exporting country entered in the Council's records shall also be entered as against the obligations of exporting and importing countries under Articles 4 and 5, or those obligations as adjusted under other Articles of this Agreement, if the loading period falls within the crop year and

(a) in the case of importing countries, the purchases are at prices not less than the minimum price, and

(b) in the case of exporting countries, the purchases are at prices within the price range including, for the purposes of Article 5, the maximum price.

Commercial purchases of wheat-flour entered in the Council's records shall also be entered as against the obligations of exporting and importing countries under the same conditions, provided that the price of such wheat-flour is consistent with a price for wheat in accordance with Article 7.

(4) If an importing country and a country making wheat available for purchase so agree, purchases at prices above the maximum price shall not be regarded as a breach of Articles 4, 5, or paragraph (2) of Article 8, and shall be entered as against the obligations, if any, of the countries concerned. No maximum price declaration shall be made in respect of such purchases from an exporting country, nor shall they in any way affect the obligations of the exporting country concerned to other importing countries under Article 4.

(5) In the case of durum wheat and certified seed wheat, a purchase entered in the Council's records shall also be entered as against the obligations of exporting and importing countries under the same conditions whether or not the price is above the maximum price.

(6) Provided that the conditions prescribed in paragraph (3) of this Article are satisfied, the Council may authorize purchases to be recorded for a crop year if

(a) the loading period involved is within a reasonable time up to one month, to be decided by the Council, before the beginning or after the end of that crop year, and

(b) the exporting and importing country concerned so agree.

(7) For the period of closed navigation between Fort William/Port Arthur and the Canadian Atlantic ports, a purchase shall, notwithstanding the provisions of paragraph (4) of Article 6, be eligible for entry in the Council's records against the obligations of the exporting country and the importing country concerned in accordance with this Article if it relates to

(a) Canadian wheat which is moved by an all-rail route from Fort William/Port Arthur to Canadian Atlantic ports, or

(b) United States wheat which, except for conditions beyond the control of the buyer and the seller, would be moved by lake and rail to United States Atlantic ports and which, because it cannot be so moved, is moved by an all-rail route to United States Atlantic ports,

provided that payment of the extra transportation cost thereby incurred is agreed between the buyer and the seller.

(8) The Council shall prescribe rules of procedure for the reporting and recording of all commercial purchases and special transac-

tions. In those rules it shall prescribe the frequency and the manner in which those purchases and transactions shall be reported and shall prescribe the duties of exporting and importing countries with regard thereto. The Council shall also make provision for the amendment of any records or statements maintained by it, including provision for the settlement of any dispute arising in connexion therewith.

(9) Each exporting country and each importing country may be permitted, in the fulfillment of its obligations, a degree of tolerance to be prescribed by the Council for that country on the basis of the extent of those obligations and other relevant factors.

(10) In order that as complete records as possible may be maintained and for the purposes of Article 23, the Council shall also keep separate records for each crop year of all special transactions entered into by any exporting or importing country.

Article 17

Estimates of Requirements and Availability of Wheat

(1) By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each importing country shall notify the Council of its estimate of its commercial requirements of wheat from exporting countries in that crop year. Any importing country may thereafter notify the Council of any changes it may desire to make in its estimate.

(2) By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each exporting country shall notify the Council of its estimate of the wheat it will have available for export in that crop year. Any exporting country may thereafter notify the Council of any changes it may desire to make in its estimate.

(3) All estimates notified to the Council shall be used for the purpose of the administration of the Agreement and may only be made available to exporting and importing countries on such conditions as the Council may prescribe. Estimates submitted in accordance with this Article shall in no way be binding.

(4) Exporting and importing countries shall be free to fulfill their obligations under this Agreement through private trade channels or otherwise. Nothing in this Agreement shall be construed to exempt any private trader from any laws or regulations to which he is otherwise subject.

(5) The Council may, at its discretion, require exporting and importing countries to co-operate together to ensure than an amount of wheat equal to not less than ten per cent of the datum quantities of exporting countries for any crop year shall be available for purchases by importing countries under this Agreement after 31 January of that crop year.

ARTICLE 18

Consultations

(1) In order to assist an exporting country in assessing the extent of its commitments if a maximum price declaration should be made and without prejudice to the rights enjoyed by any importing country, an exporting country may consult with an importing country regarding the extent to which the rights of that importing country under Articles 4 and 5 will be taken up in any crop year.

(2) Any exporting or importing country experiencing difficulty in making sales or purchases of wheat under Article 4 may refer the matter to the Council. In such a case the Council, with a view to the satisfactory settlement of the matter, shall consult with any exporting or importing country concerned and may make such recommendations as it considers appropriate.

(3) If an importing country should find difficulty in obtaining its balance of entitlement in a crop year at prices not greater than the maximum price while a maximum price declaration is in effect, it may refer the matter to the Council. In such a case the Council shall investigate the situation and shall consult with exporting countries regarding the manner in which their obligations shall be carried out.

ARTICLE 19

Performance under Articles 4 and 5

(1) The Council shall as soon as practicable after the end of each crop year review the performance of exporting and importing countries in relation to their obligations under Articles 4 and 5 during that crop year.

(2) For the purposes of this review the tolerances as specified by the Council under paragraph (9) of Article 16 shall apply.

(3) Upon application by an importing country in respect of the performance of its obligations in the crop year, the Council may take into account the wheat equivalent of flour purchased by it from another importing country provided it can be shown to the satisfaction of the Council that such flour was wholly milled from wheat purchased within the Agreement from exporting countries.

(4) In considering the performance of any importing country in relation to its obligations in the crop year:

(a) the Council shall disregard any exceptional importation of wheat from other than exporting countries provided that it can be shown to the satisfaction of the Council that such wheat has been or will be used only as feed and that such importation was not at the expense of quantities normally purchased by that importing country from exporting countries. Any decision under this sub-paragraph shall be by a

majority of the votes held by exporting countries and a majority of the votes held by importing countries.

(b) the Council shall disregard any importation from other than exporting countries of wheat which has been denatured for use as feed in a manner acceptable to the Council.

(5) In considering the performance of any importing country in relation to its obligations in the crop year the Council may also disregard any purchases by the country concerned of durum wheat from other importing countries which are traditional exporters of durum wheat.

ARTICLE 20

Defaults under Article 4 or 5

(1) If, on the basis of the review made under Article 19, any country appears to be in default of its obligations under Article 4 or 5, the Council shall decide what action should be taken.

(2) Before reaching a decision under this Article, the Council shall give any exporting or importing country concerned the opportunity to present any facts which it considers relevant.

(3) If the Council finds by a majority of the votes held by exporting countries and a majority of the votes held by importing countries that an exporting country or an importing country is in default under Article 4 or 5, it may by a similar vote deprive the country concerned of its voting rights for such period as the Council may determine, reduce the other rights of that country to the extent which it considers commensurate with the default, or expel that country from participation in the Agreement.

(4) No action taken by the Council under this Article shall in any way reduce the obligation of the country concerned in respect of its financial contributions to the Council unless that country is expelled from participation in the Agreement.

ARTICLE 21

Action in Cases of Serious Prejudice

(1) Any exporting or importing country which considers that its interests as a party to this Agreement have been seriously prejudiced by actions of any one or more exporting or importing countries affecting the operation of the Agreement may bring the matter before the Council. In such a case, the Council shall immediately consult with the countries concerned in order to resolve the matter.

(2) If the matter is not resolved through such consultations, the Council may refer the matter to the Executive Committee or the Advisory Committee on Price Equivalents for urgent investigation and report. On receipt of any such report, the Council shall consider

the matter further and, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, may make recommendations to the countries concerned.

(3) If, after action has or has not been taken, as the case may be, under paragraph (2) of this Article, the country concerned is not satisfied that the matter has been satisfactorily dealt with, it may apply to the Council for relief. The Council may, if it deems appropriate, relieve that country of part of its obligations for the crop year in question. Two-thirds of the votes held by the exporting countries and two-thirds of the votes held by the importing countries shall be required for a decision granting relief.

(4) If no relief is granted by the Council under paragraph (3) of this Article and the country concerned still considers that its interests as a party to this Agreement have suffered serious prejudice, it may withdraw from the Agreement at the end of the crop year by giving written notice to the Government of the United States of America. If the matter was brought before the Council in one crop year and the Council's consideration of the application for relief was concluded in the subsequent crop year the withdrawal of the country concerned may be effected within thirty days of such conclusion by giving similar notice.

Article 22

Disputes and Complaints

(1) Any dispute concerning the interpretation or application of this Agreement other than a dispute under Articles 19 and 20 which is not settled by negotiation shall, at the request of any country party to the dispute, be referred to the Council for decision.

(2) In any case where a dispute has been referred to the Council under paragraph (1) of this Article, a majority of countries, or any countries holding not less than one-third of the total votes, may require the Council, after full discussion, to seek the opinion of the advisory panel referred to in paragraph (3) on the issues in dispute before giving its decision.

(3) (a) Unless the Council unanimously agrees otherwise, the panel shall consist of:

(i) Two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting countries;

(ii) Two such persons nominated by the importing countries; and

(iii) A chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the Council.

(b) Persons from countries whose Governments are parties to this Agreement shall be eligible to serve on the advisory panel. Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.

(c) The expenses of the advisory panel shall be paid by the Council.

(4) The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.

(5) Any complaint that any exporting or importing country has failed to fulfill its obligations under this Agreement shall, at the request of the country making the complaint, be referred to the Council, which shall make a decision on the matter.

(6) Subject to the provisions of Article 20, no exporting or importing country shall be found to have committed a breach of this Agreement except by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries. Any finding that an exporting or importing country is in breach of this Agreement shall specify the nature of the breach and if the breach involves default by that country in its obligations under Article 4 or 5, the extent of such default.

(7) Subject to the provisions of Article 20, if the Council finds that an exporting country or an importing country has committed a breach of this Agreement it may, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, deprive the country concerned of its voting rights until it fulfills its obligations or expel that country from participation in the Agreement.

PART V. ANNUAL REVIEW AND CONSUMPTION AND UTILIZATION OF WHEAT

Article 23

Annual Review of World Wheat Situation

(1) (a) Guided by the objectives of this Agreement as set forth in Article 1, the Council shall annually review the world wheat situation and shall inform exporting and importing countries of the effects upon the international trade in wheat of any of the facts which emerge from the review, in order that these effects be kept in mind by those countries in determining and administering their internal agricultural and price policies.

(b) The review shall be carried out in the light of information obtainable in relation to national production, stocks, prices, trade, including disposals of excess wheat supplies and special transactions, consumption and any other facts which may appear relevant. To

facilitate this review the Council may supplement such information by studies conducted in co-operation with any exporting or importing country.

(c) To assist it in its review of disposals of excess wheat supplies, exporting and importing countries shall inform the Council of the measures taken by them to secure compliance with the principles that the solution to the problems involved in such disposals should be sought, wherever possible, through efforts to increase consumption, and that such disposals should take place in an orderly manner, and that where excess wheat supplies are made available on special terms, such arrangements should be made without harmful interference with normal patterns of production and international commercial trade.

(d) Any exporting or importing country may for the purpose of the annual review submit to the Council any information which it considers relevant to the attainment of the objectives of this Agreement. Information so submitted shall be taken into account as appropriate by the Council in carrying out the annual review.

(2) For the purposes of this Article and those of Article 24, the Council shall pay due regard to work done by the Food and Agriculture Organization of the United Nations and other intergovernmental organizations, in order in particular to avoid duplication of work, and may, without prejudice to the generality of paragraph (1) of Article 34, make such arrangements regarding co-operation in any of its activities as it considers desirable with such intergovernmental organizations and also with any Governments of Members of the United Nations or the specialized agencies not parties to this Agreement which have a substantial interest in the international trade in wheat.

(3) Nothing in this Article shall prejudice the complete liberty of action of any exporting or importing country in the determination and administration of its internal agricultural and price policies.

Article 24

Consumption and Utilization of Wheat

(1) As appropriate, the Council shall consider and inform exporting and importing countries of means through which the consumption of wheat may be increased. To this end the Council may undertake, in co-operation with exporting and importing countries, studies of such matters as:

(a) factors affecting the consumption of wheat in various countries; and

(b) means of achieving increased consumption, particularly in countries where the possibility of increased consumption is found to exist.

Any exporting or importing country may submit to the Council information which it considers relevant to the attainment of this purpose.

(2) Exporting and importing countries, recognizing the special problems of developing countries, shall pay due regard to the principle that excess wheat supplies should, where possible, be effectively utilized in raising levels of consumption and in assisting in general economic and market development in developing countries with low levels of individual income. Where such wheat is made available on special terms, the exporting and importing countries concerned undertake that such arrangements will be made without harmful interference with normal patterns of production and international commercial trade.

(3) Any exporting or importing country which makes excess wheat supplies available on special terms under a government assisted programme undertakes to provide the Council promptly with detailed information relating to such agreements entered into and to report regularly shipments made under such agreements.

PART VI. GENERAL ADMINISTRATION

Article 25

Constitution of the Council

(1) The International Wheat Council, established by the International Wheat Agreement 1949, shall continue in being for the purpose of administering this Agreement, with the membership, powers and functions provided in this Agreement.

(2) Each exporting country and each importing country shall be a voting member of the Council and may be represented at its meetings by one delegate, alternates, and advisers.

(3) Such intergovernmental organizations as the Council may decide to invite to any of its meetings may each have one non-voting representative in attendance at those meetings.

(4) The Council shall elect a Chairman and a Vice-Chairman who shall hold office for one crop year. The Chairman shall have no vote and the Vice-Chairman shall have no vote while acting as Chairman.

(5) The Council shall have in the territory of each exporting and importing country, to the extent consistent with its laws, such legal capacity as may be necessary for the exercise of its functions under this Agreement.

Article 26

Powers and Functions of the Council

(1) The Council shall establish its rules of procedure.

(2) The Council shall keep such records as are required by the terms of this Agreement and may keep such other records as it considers desirable.

(3) The Council shall publish an annual report and may also publish any other information (including, in particular, its Annual Review or any part or summary thereof) concerning matters within the scope of this Agreement.

(4) In addition to the powers and functions specified in this Agreement, the Council shall have such other powers and perform such other functions as are necessary to carry out the terms of this Agreement.

(5) The Council may, by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, delegate the exercise of any of its powers or functions. The Council may at any time revoke such delegation by a majority of the votes cast. Subject to the provisions of Article 13, any decision made under any powers or functions delegated by the Council in accordance with this paragraph shall be subject to review by the Council at the request of any exporting or importing country made within a period which the Council shall prescribe. Any decision, in respect of which no request for review has been made within the prescribed period, shall be binding on all exporting and importing countries.

(6) In order to enable the Council to discharge its functions under this Agreement, the exporting and importing countries undertake to make available and supply such statistics and information as are necessary for this purpose.

Article 27

Votes

(1) The votes to be exercised by the respective delegations of exporting countries on the Council shall be those specified in Annex B.

(2) The votes to be exercised by the respective delegations of importing countries on the Council shall be those specified in Annex C.

(3) Any exporting country may authorize any other exporting country, and any importing country may authorize any other importing country, to represent its interests and to exercise its votes at any meeting or meetings of the Council. Satisfactory evidence of such authorization shall be submitted to the Council.

(4) If at any meeting of the Council an importing country or an exporting country is not represented by an accredited delegate and has not authorized another country to exercise its votes in accordance with paragraph (3) of this Article, and if at the date of any meeting any country has forfeited, has been deprived of, or has recovered its votes under any provisions of this Agreement, the total votes to be exercised by the exporting countries shall be adjusted to a figure equal to the total of votes to be exercised at that meeting by the importing countries and redistributed among exporting countries in proportion to their votes.

(5) Whenever any country becomes or ceases to be a party to this Agreement, the Council shall redistribute the votes within either

Annex B or Annex C as the case may be, proportionally to the number of votes held by each country listed in that Annex.

(6) No exporting or importing country shall have less than one vote and there shall be no fractional votes.

ARTICLE 28

Seat, Sessions and Quorum

(1) The seat of the Council shall be London unless the Council decides otherwise by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.

(2) The Council shall meet at least once during each half of each crop year and at such other times as the Chairman may decide.

(3) The Chairman shall convene a Session of the Council if so requested by (a) five countries or (b) one or more countries holding a total of not less than ten per cent of the total votes or (c) the Executive Committee.

(4) The presence of delegates with a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries prior to any adjustment of votes under Article 27 shall be necessary to constitute a quorum at any meeting of the Council.

ARTICLE 29

Decisions

(1) Except where otherwise specified in this Agreement, decisions of the Council shall be by a majority of the total votes cast.

(2) Each exporting and importing country undertakes to accept as binding all decisions of the Council under the provisions of this Agreement.

ARTICLE 30

Executive Committee

(1) The Council shall establish an Executive Committee. The members of the Executive Committee shall be not more than four exporting countries elected annually by the exporting countries and not more than eight importing countries elected annually by the importing countries. The Council shall appoint the Chairman of the Executive Committee and may appoint a Vice-Chairman.

(2) The Executive Committee shall be responsible to and work under the general direction of the Council. It shall have such powers and functions as are expressly assigned to it under this Agreement and such other powers and functions as the Council may delegate to it under paragraph (5) of Article 26.

(3) The exporting countries on the Executive Committee shall have the same total number of votes as the importing countries. The votes of the exporting countries on the Executive Committee shall be divided among them as they shall decide, provided that no such exporting country shall have more than forty per cent of the total votes of those exporting countries. The votes of the importing countries on the Executive Committee shall be divided among them as they shall decide, provided that no such importing country shall have more than forty per cent of the total votes of those importing countries.

(4) The Council shall prescribe rules of procedure regarding voting in the Executive Committee and may make such other provision regarding rules of procedure in the Executive Committee as it thinks fit. A decision of the Executive Committee shall require the same majority of votes as this Agreement prescribes for the Council when making a decision on a similar matter.

(5) Any exporting or importing country which is not a member of the Executive Committee may participate, without voting, in the discussion of any question before the Executive Committee whenever the latter considers that the interests of that country are affected.

ARTICLE 31

Advisory Committee on Price Equivalents

(1) The Council shall establish an Advisory Committee on Price Equivalents consisting of representatives of not more than four exporting countries and of not more than four importing countries. The Chairman of the Advisory Committee shall be appointed by the Council.

(2) The Advisory Committee shall keep under continuous review current market conditions, including in particular the movement of prices for wheat and shall immediately inform the Executive Committee whenever in its opinion a maximum price declaration should be made under Article 13 or a situation of the type described in paragraphs (1) or (4) of Article 14 has arisen or appears likely to arise. The Advisory Committee shall, in the exercise of its functions under this paragraph take into account any representations made by any exporting or importing country.

(3) The Advisory Committee shall advise in accordance with the relevant Articles of this Agreement and on such other matters as the Council or the Executive Committee may refer to it.

ARTICLE 32

The Secretariat

(1) The Council shall have a Secretariat consisting of an Executive Secretary, who shall be its chief administrative officer, and such

staff as may be required for the work of the Council and its Committees.

(2) The Council shall appoint the Executive Secretary who shall be responsible for the performance of the duties devolving upon the Secretariat in the administration of this Agreement and for the performance of such other duties as are assigned to him by the Council and its Committees.

(3) The staff shall be appointed by the Executive Secretary in accordance with regulations established by the Council.

(4) It shall be a condition of employment of the Executive Secretary and of the staff that they do not hold or shall cease to hold financial interest in the trade in wheat and that they shall not seek or receive instructions regarding their duties under this Agreement from any Government or from any other authority external to the Council.

ARTICLE 33

Finance

(1) The expenses of delegations to the Council, of representatives on the Executive Committee, and of representatives on the Advisory Committee on Price Equivalents shall be met by their respective Governments. The other expenses necessary for the administration of this Agreement shall be met by annual contributions from the exporting and importing countries. The contribution of each such country for each crop year shall be in the proportion which the number of its votes bears to the total of the votes of the exporting and importing countries at the beginning of that crop year.

(2) At its first Session after this Agreement comes into force, the Council shall approve its budget for the period ending 31 July 1963 and assess the contribution to be paid by each exporting and importing country.

(3) The Council shall, at a Session during the second half of each crop year, approve its budget for the following crop year and assess the contribution to be paid by each exporting and importing country for that crop year.

(4) The initial contribution of any exporting or importing country acceding to this Agreement under paragraph (4) of Article 35 shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing countries for the current crop year shall not be altered.

(5) Contributions shall be payable immediately upon assessment. Any exporting or importing country failing to pay its contribution within one year of its assessment shall forfeit its voting rights until its contribution is paid, but shall not be relieved of its obligations under this Agreement, nor shall it be deprived of any of its rights

under this Agreement unless the Council so decides by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries.

(6) The Council shall, each crop year, publish an audited statement of its receipts and expenditures in the previous crop year.

(7) The Government of the country where the seat of the Council is situated shall grant exemption from taxation on the salaries paid by the Council to its employees except that such exemption need not apply to the nationals of that country. It shall also grant exemption from taxation on the assets, income and other property of the Council.

(8) The Council shall, prior to its dissolution, provide for the settlement of its liabilities and the disposal of its records and assets.

Article 34

Co-operation with other Intergovernmental Organizations

(1) The Council may make whatever arrangements are desirable for consultation and co-operation with the appropriate organs of the United Nations and its specialized agencies and with other intergovernmental organizations.

(2) If the Council finds that any terms of this Agreement are materially inconsistent with such requirements as may be laid down by the United Nations or through its appropriate organs and specialized agencies regarding intergovernmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Agreement and the procedure prescribed in paragraphs (3), (4) and (5) of Article 36 shall be applied.

PART VII - FINAL PROVISIONS

Article 35

Signature, Acceptance, Accession and Entry into Force

(1) This Agreement shall remain open for signature in Washington from 19 April 1962 until and including 15 May 1962 by the Governments of the countries listed in Annexes B and C.

(2) This Agreement shall be subject to acceptance by the signatory Governments in accordance with their respective constitutional procedures. Subject to the provisions of paragraph (8) of this Article, instruments of acceptance shall be deposited with the Government of the United States of America not later than 16 July 1962.

(3) This Agreement shall be open for accession by any Government of a country listed in Annexes B or C. Subject to the provisions of paragraph (8) of this Article, instruments of accession shall be deposited with the Government of the United States of America not later than 16 July 1962. However, any such Government may, if it is not granted an extension of time under paragraph (8), and in any

event after 16 July 1963, accede to this Agreement in accordance with paragraph (4).

(4) The Council may, by two-thirds of the votes cast by exporting countries and by two-thirds of the votes cast by importing countries, approve accession to this Agreement by the Government of any Member of the United Nations or the specialized agencies or by any Government invited to the United Nations Wheat Conference, 1962, and prescribe conditions for such accession, and in such a case the Council shall establish the relevant datum quantities in accordance with Articles 12 and 15. Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

(5) Part I and Parts III to VII of this Agreement shall enter into force on 16 July 1962 and Part II on 1 August 1962 between those Governments which have by that date deposited instruments of acceptance or accession under paragraphs (2) or (3) of this Article, provided that such Governments hold not less than two-thirds of the votes of exporting countries and not less than two-thirds of the votes of importing countries, in accordance with the distribution established in Annexes B and C. It shall enter into force for any Government which subsequently deposits an instrument of acceptance or accession on the date of such deposit.

(6) For the purposes of the entry into force of this Agreement in accordance with paragraph (5) of this Article, a notification by any signatory Government or by any Government entitled to accede to this Agreement under paragraph (3) containing an undertaking to seek acceptance or accession to this Agreement in accordance with constitutional procedures as rapidly as possible which is received by the Government of the United States of America not later than 16 July 1962, shall be regarded as equal in effect to an instrument of acceptance or accession. It is understood that a Government which gives such a notification will provisionally apply the Agreement and be provisionally regarded as a party thereto until either it deposits its instrument of acceptance or accession in accordance with paragraphs (2) or (3) or until the expiry of the period within which such instrument should have been deposited.

(7) If by 16 July 1962 the conditions laid down in the preceding paragraphs for the entry into force of this Agreement are not fulfilled, the Governments of those countries which by that date have accepted or acceded to this Agreement in accordance with paragraphs (2) or (3) of this Article may decide by mutual consent that it shall enter into force among them, or they may take whatever other action they consider the situation requires.

(8) Any Government which has not accepted or acceded to this Agreement by 16 July 1962 in accordance with paragraphs (2) or (3) of this Article may be granted by the Council an extension of time for depositing its instrument of acceptance or accession for any period until and including 16 July 1963.

(9) Where, for the purposes of the operation of this Agreement, reference is made to countries listed in Annexes B or C, any country the Government of which has acceded to this Agreement on conditions prescribed by the Council in accordance with paragraph (4) of this Article, shall be deemed to be listed in the appropriate Annex.

(10) The Government of the United States of America will notify all signatory and acceding Governments of each signature, acceptance of an accession to this Agreement and of all notifications made in accordance with paragraph (6) of this Article.

ARTICLE 36

Duration, Amendment, and Withdrawal

(1) This Agreement shall remain in force until and including 31 July 1965.

(2) The Council shall, at such time as it considers appropriate, communicate to the exporting and importing countries its recommendations regarding renewal or replacement of this Agreement. The Council may invite any Government of a Member of the United Nations or the specialized agencies not party to this Agreement which has a substantial interest in the international trade in wheat to participate in any of its discussions under this paragraph.

(3) The Council may, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, recommend an amendment of this Agreement to the exporting and importing countries.

(4) The Council may fix a time within which each exporting and importing country shall notify the Government of the United States of America whether or not it accepts the amendment. The amendment shall become effective upon its acceptance by exporting countries which hold two-thirds of the votes of the exporting countries and by importing countries which hold two-thirds of the votes of the importing countries.

(5) Any exporting or importing country which has not notified the Government of the United States of America of its acceptance of an amendment by the date on which such amendment becomes effective may, after giving such written notice of withdrawal to the Government of the United States of America as the Council may require in each case, withdraw from this Agreement at the end of the current crop year, but shall not thereby be released from any obligations under this Agreement which have not been discharged by the end of that crop year. Any such withdrawing country shall not be bound by the provisions of the amendment occasioning its withdrawal.

(6) Any exporting country which considers its interests to be seriously prejudiced by the non-participation in this Agreement of any country listed in Annex C holding not less than five per cent of the votes distributed in that Annex, or any importing country which considers its interests to be seriously prejudiced by the non-participa-

tion in the Agreement of any country listed in Annex B holding not less than five per cent of the votes distributed in that Annex, may withdraw from this Agreement by giving written notice of withdrawal to the Government of the United States of America before 1 August 1962. If an extension of time has been granted by the Council under paragraph (8) of Article 35, notice of withdrawal in accordance with this paragraph may be given before the expiry of 14 days after the extension granted.

(7) Any exporting or importing country which considers its national security to be endangered by the outbreak of hostilities may withdraw from this Agreement by giving thirty days' written notice of withdrawal to the Government of the United States of America or may apply in the first instance to the Council for the suspension of any or all of its obligations under this Agreement.

(8) Any exporting country which considers its interests to be seriously prejudiced by the withdrawal from this Agreement of any country listed in Annex C holding not less than 5 per cent of the votes distributed in that Annex or any importing country which considers its interests to be seriously prejudiced by the withdrawal from the Agreement of any country listed in Annex B holding not less than 5 per cent of the votes distributed in that Annex may withdraw from this Agreement by giving written notice of withdrawal to the Government of the United States of America before the expiry of 14 days from the withdrawal of the country which is considered to cause such serious prejudice.

(9) The Government of the United States of America will inform all signatory and acceding Governments of each notification and notice received under this Article.

Article 37

Territorial Application

(1) Any Government may, at the time of signature or acceptance of or accession to this Agreement, declare that its rights and obligations under this Agreement shall not apply in respect of all or any of the non-metropolitan territories for the international relations of which it is responsible.

(2) With the exception of territories in respect of which a declaration has been made in accordance with paragraph (1) of this Article, the rights and obligations of any Government under this Agreement shall apply in respect of all non-metropolitan territories for the international relations of which that Government is responsible.

(3) Any Government may, at any time after its acceptance of or accession to this Agreement, by notification to the Government of the United States of America, declare that its rights and obligations under the Agreement shall apply in respect of all or any of the non-

metropolitan territories regarding which it has made a declaration in accordance with paragraph (1) of this Article.

(4) Any Government may, by giving notification of withdrawal to the Government of the United States of America, withdraw from this Agreement separately in respect of all or any of the non-metropolitan territories for whose international relations it is responsible.

(5) For the purposes of the establishment of datum quantities under Article 15 and the redistribution of votes under Article 27, any change in the application of this Agreement in accordance with this Article shall be regarded as a change in participation in this Agreement in such manner as may be appropriate to the circumstances.

(6) The Government of the United States of America will inform all signatory and acceding Governments of any declaration or notification made under this Article.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signature.

The texts of this Agreement in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding Government.

ANNEX A

Percentage Undertaking of Importing Countries	
Austria	60
Belgium and Luxembourg	90
Brazil	30
Ceylon	80
Cuba	90
Dominican Republic	90
Federal Republic of Germany	87½
Federation of Rhodesia and Nyasaland	90
India	70
Indonesia	70
Iran	80
Ireland	90
Israel	60
Japan	85
Kingdom of the Netherlands	90
Liberia	70

ANNEX A (Cont'd)

Percentage Undertaking of Importing Countries (Cont'd)	
Libya	70
New Zealand	90
Nigeria	80
Norway	90
Philippines	80
Poland	50
Portugal	85
Republic of Korea	90
Saudi Arabia	70
South Africa	90
Switzerland	87
United Arab Republic	30
United Kingdom	90
Vatican City	100
Venezuela	60

ANNEX B

Votes of Exporting Countries	
Argentina	70
Australia	125
Canada	290
France	70
Italy	10
Mexico	5
Spain	5
Sweden	10
Union of Soviet Socialist Republics	125
United States of America	290
Total	1,000

ANNEX C

Votes of Importing Countries

Austria	6
Belgium and Luxembourg	33
Brazil	28
Ceylon	12
Cuba	12
Dominican Republic	2
Federal Republic of Germany	139
Federation of Rhodesia and Nyasaland	6
India	20
Indonesia	6
Iran	4
Ireland	11
Israel	6
Japan	154
Kingdom of the Netherlands	70
Liberia	1
Libya	3
New Zealand	14
Nigeria	4
Norway	18
Philippines	22
Poland	10
Portugal	9
Republic of Korea	2
Saudi Arabia	5
South Africa	10
Switzerland	23
United Arab Republic	16
United Kingdom	339
Vatican City	1
Venezuela	14
Total	1,000

ACCORD INTERNATIONAL SUR LE BLE DE 1962

Les gouvernements signataires du présent Accord,

Considérant que l'Accord international sur le blé de 1949 a été révisé et renouvelé en 1953, 1956 et 1959, et

Considérant que l'Accord international sur le blé de 1959 expire le 31 juillet 1962 et qu'il est souhaitable de conclure un autre accord pour une nouvelle période,

Sont convenus de ce qui suit:

PREMIERE PARTIE - GENERALITES

ARTICLE I

Objet

Le présent Accord a pour objet:

a) D'assurer des approvisionnements de blé et de farine de blé aux pays importateurs et des débouchés au blé et à la farine de blé des pays exportateurs à des prix équitables et stables;

b) De favoriser le développement des échanges internationaux de blé et de farine de blé, d'assurer que ces échanges s'effectuent le plus librement possible dans l'intérêt tant des pays exportateurs que des pays importateurs et de contribuer ainsi au développement des pays dont l'économie dépend de la vente commerciale du blé;

c) De surmonter les sérieuses difficultés auxquelles les producteurs et les consommateurs doivent faire face en raison de lourds excédents et de graves pénuries de blé;

d) De stimuler l'utilisation et la consommation du blé et de la farine de blé en général, et plus particulièrement, dans les pays en voie de développement afin d'améliorer la santé et la nutrition dans ces pays et de contribuer ainsi à leur développement; et

e) De favoriser d'une manière générale la coopération internationale en ce qui concerne les problèmes que pose le blé dans le monde, eu égard aux relations qui existent entre le commerce du blé et la stabilité économique des marchés d'autres produits agricoles.

ARTICLE 2

Définitions

1. Aux fins du présent Accord:

a) "Comité consultatif des équivalences de prix" désigne le Comité constitué en vertu de l'article 31;

b) "Solde des obligations" désigne la quantité de blé qu'un pays exportateur est obligé, conformément à l'article 5, de rendre disponible aux fins d'achat à un prix ne dépassant pas le prix maximum, c'est-à-dire l'excédent de sa quantité de base, vis-à-vis des pays importateurs sur les achats commerciaux effectués chez lui par ces pays dans l'année agricole à la date considérée;

c) "Solde des droits" désigne la quantité de blé qu'un pays importateur a le droit, conformément à l'article 5, d'acheter à un prix ne dépassant pas le prix maximum, c'est-à-dire l'excédent de sa quantité de base vis-à-vis du ou des pays exportateurs intéressés, selon le contexte, sur les achats commerciaux effectués dans ces pays au cours de l'année agricole à la date considérée;

d) "Boisseau" désigne 60 livres avoirdupoids, soit 27,2155 kilogrammes;

e) "Frais de détention" désigne les frais de magasinage, d'intéret et d'assurance afférents à la détention du blé;

f) "Blé de semence certifié" désigne le blé qui a été officiellement certifié selon la pratique en vigueur dans le pays d'origine, et qui est conforme aux normes de spécification reconnues concernant le blé de semence dans ce pays;

g) "C. et f." signifie coût et fret;

h) "Conseil" désigne le Conseil international du blé constitué par l'Accord international sur le blé de 1949 et maintenu en existence par l'article 25;

i) "Année agricole" désigne la période du 1er août au 31 juillet;

j) "Quantité de base" désigne:

i) Dans le cas d'un pays exportateur, la moyenne des achats commerciaux annuels effectués dans ce pays par les pays importateurs pendant les années déterminées en vertu des dispositions de l'article 15;

ii) Dans le cas d'un pays importateur, la moyenne des achats commerciaux annuels effectués dans les pays exportateurs ou dans un pays exportateurs donné, selon le contexte, pendant les années déterminées en vertu des dispositions de l'article 15.

k) "Comité exécutif" désigne le Comité constitué en vertu de l'article 30;

l) "Pays exportateur" désigne, suivant le contexte, soit

i) le gouvernement d'un pays nommé à l'Annexe B qui a accepté le présent Accord ou y a adhéré et ne s'en est pas retiré, soit

ii) ce pays lui-même et les territoires auxquels s'appliquent les droits et obligations que son gouvernement a assumés aux termes du présent Accord.

m) "F.a.q." signifie qualité moyenne marchande;

n) "F.o.b." signifie franco bord navire transocéanique ou navire allant en mer, selon le cas, et, dans le cas du blé de France livré dans un port rhénan, franco bateau fluvial;

o) "Pays importateur" désigne, suivant le contexte, soit

i) le gouvernement d'un pays nommé à l'Annexe C qui a accepté le présent Accord ou y a adhéré et ne s'en est pas retiré, soit

ii) ce pays lui-même et les territoires auxquels s'appliquent les droits et obligations que son gouvernement a assumés aux termes du présent Accord.

p) "Frais de marché" désigne tous les frais usuels de marché et d'affrètement, ainsi que les frais du transitaire;

q) "Prix maximum" désigne les prix maxima stipulés aux articles 6 ou 7 ou déterminés conformément aux dispositions desdits articles ou l'un de ces prix, selon le contexte;

r) "Déclaration de prix maximum" désigne une déclaration faite conformément aux dispositions de l'article 13;

s) "Tonne métrique" ou 1.000 kilogrammes désigne 36,74371 boisseaux;

t) "Prix minimum" désigne les prix minima stipulés aux articles 6 ou 7 ou déterminés conformément aux dispositions desdits articles ou l'un de ces prix, selon le contexte;

u) "Echelle de prix" désigne l'éventail des prix entre le prix minimum inclus et le prix maximum exclu stipulés aux articles 6 ou 7 ou déterminés conformément aux dispositions desdits articles;

v) "Achat" désigne suivant le contexte l'achat, aux fins d'importation, de blé exporté ou destiné à être exporté par un pays exportateur, ou par un pays autre qu'un pays exportateur, selon le cas, ou la quantité de ce blé ainsi acheté. Lorsqu'il est question dans le présent Accord d'un achat, il est entendu que ce terme désigne non seulement les achats conclus entre les gouvernements intéressés, mais aussi les achats conclus entre des négociants privés et entre un négociant privé et le gouvernement intéressé. Dans cette définition, le terme "gouvernement" désigne le gouvernement de tout territoire auquel s'appliquent, en vertu de l'article 37, les droits et obligations que tout gouvernement assume en acceptant le présent Accord ou en y adhérant;

w) "Territoire", lorsque cette expression se rapporte à un pays exportateur ou à un pays importateur, désigne tout territoire auquel s'appliquent en vertu de l'article 37 les droits et les obligations que le gouvernement de ce pays a assumés aux termes du présent Accord;

x) "Blé" désigne le blé en grain, de quelque nature, catégorie, type, "grade" ou qualité que ce soit et, sauf à l'article 6, la farine de blé.

2. Le calcul de l'équivalent en blé des achats de farine de blé est effectué sur la base du taux d'extraction indiqué par le contrat entre l'acheteur et le vendeur. Si ce taux d'extraction n'est pas indiqué, 72 unités en poids de la farine de blé sont considérées, aux fins de ce calcul, comme équivalent à cent unités en poids de blé en grain, sauf décision contraire du Conseil.

ARTICLE 3

Achats commerciaux et transactions spéciales

1. "Achat commercial" désigne, aux fins du présent Accord, tout achat conforme à la définition figurant à l'article 2 et conforme aux pratiques commerciales usuelles du commerce international, à l'exclusion des transactions visées au paragraphe 2 du présent article.

2. "Transaction spéciale" désigne, aux fins du présent Accord, une transaction qui, qu'elle soit faite ou non à des prix qui entrent dans l'échelle de prix, contient des éléments qui ne sont pas conformes aux pratiques commerciales usuelles, introduits par le gouvernement d'un pays intéressé.

Les transactions spéciales comprennent:

a) les ventes à crédit dans lesquelles, par suite d'une intervention gouvernementale, le taux d'intérêt, le délai de paiement ou d'autres conditions connexes ne sont pas conformes aux taux, aux délais ou aux conditions habituellement pratiqués dans le commerce sur le marché mondial;

b) les ventes dans lesquelles les fonds nécessaires à l'opération sont obtenus du gouvernement du pays exportateur sous la forme d'un prêt lié à l'achat du blé;

c) les ventes en devises du pays importateur, ni transférables ni convertibles en devises ou en marchandises destinées à être utilisées dans le pays exportateur;

d) les ventes effectuées en vertu d'accords commerciaux avec arrangements spéciaux de paiement qui prévoient des comptes de compensation servant à régler bilatéralement les soldes créditeurs au moyen d'échange de marchandises, sauf si le pays exportateur et le pays importateur intéressés acceptent que la vente soit considérée comme ayant un caractère commercial;

e) les opérations de troc

   i) qui résultent de l'intervention de gouvernements et dans lesquelles le blé est échangé à des prix autres que ceux qui sont pratiqués sur le marché mondial, ou

   ii) qui s'effectuent au titre d'un programme gouvernemental d'achats, sauf si l'achat de blé résulte d'une opération de troc dans laquelle le pays de destination finale du blé n'est pas désigné dans le contrat initial de troc;

f) un don de blé ou un achat de blé au moyen d'une aide financière accordée spécialement à cet effet par le pays exportateur;

g) toutes autres catégories de transactions que le Conseil pourrait spécifier, et qui contiennent des éléments qui ne sont pas conformes aux pratiques commerciales usuelles, introduits par le gouvernement d'un pays intéressé.

3. Toute question soulevée par le Secrétaire exécutif ou par un pays exportateur ou pays importateur, en vue d'établir si une transaction donnée constitue un achat commercial au sens du paragraphe 1, ou une transaction spéciale au sens du paragraphe 2 du présent article, est tranchée par le Conseil.

DEUXIEME PARTIE - DROITS ET OBLIGATIONS

Article 4

Achats dans l'échelle de prix

1. Sauf lorsqu'une déclaration de prix maximum est en vigueur à l'égard d'un pays exportateur, auquel cas les dispositions de l'article 5 sont applicables, tout pays importateur s'engage pour toute année agricole à acheter aux pays exportateurs à des prix compris dans l'échelle de prix, une quantité de blé qui ne soit pas inférieure au pourcentage spécifié pour lui à l'Annexe A, de ses achats commerciaux globaux de blé, et à ce que tout achat commercial supplémentaire de blé auprès des pays exportateurs soit effectué à des prix compris dans l'échelle de prix.

2. Sauf lorsqu'une déclaration de prix maximum est en vigueur à l'égard d'un pays exportateur, auquel cas les dispositions de l'article 5 s'appliquent à ce pays, les pays exportateurs s'engagent solidairement pour toute année agricole à mettre leur blé à la disposition des pays importateurs, à des prix compris dans l'échelle de prix, en quantités suffisantes pour répondre aux besoins commerciaux de ces pays.

3. Aux fins du présent Accord et sous réserve des dispositions de l'article 5, si un pays importateur achète du blé à un deuxième pays importateur, qui s'est procuré ce blé durant l'année agricole en cours auprès d'un pays exportateur, il est censé avoir acheté directement ce blé au pays exportateur. Sous réserve des dispositions de l'article 19, le présent paragraphe ne s'applique à la farine de blé que si celle-ci provient du pays exportateur intéressé.

Article 5

Achats au prix maximum

1. Si le Conseil fait une déclaration de prix maximum concernant un pays exportateur, ce pays doit mettre à la disposition des pays importateurs, à un prix qui ne soit pas supérieur au prix maximum, les quantités correspondant au solde de ses obligations vis-à-vis de ces pays, pour autant que le solde des droits de chaque pays importateur vis-à-vis de l'ensemble des pays exportateurs ne soit pas dépassé.

2. Si le Conseil fait une déclaration de prix maximum concernant tous les pays exportateurs, chaque pays importateur a le droit, tant que cette déclaration est en vigueur:

a) D'acheter aux pays exportateurs, à des prix qui ne soient pas supérieurs au prix maximum, la quantité correspondant au solde de ses droits vis-à-vis de l'ensemble des pays exportateurs; et

b) D'acheter du blé à tout pays sans être censé enfreindre les dispositions du paragraphe 1 de l'article 4.

3. Si le Conseil fait une déclaration de prix maximum concernant un ou plusieurs pays exportateurs mais non tous, chaque pays importateur a le droit, tant que cette déclaration est en vigueur:

a) D'acheter du blé en vertu des dispositions du paragraphe 1 du présent article à ce ou ces pays exportateurs et d'acheter le solde de ses besoins commerciaux, à des prix compris dans l'échelle de prix, aux autres pays exportateurs; et

b) D'acheter du blé à tout pays sans être censé enfreindre les dispositions du paragraphe 1 de l'article 4, jusqu'à concurrence du solde de ses droits vis-à-vis de ce ou ces pays exportateurs à la date effective de cette déclaration, pour autant que le solde de ses droits vis-à-vis de l'ensemble des pays exportateurs ne soit pas dépassé.

4. Les achats effectués par un pays importateur à un pays exportateur en sus du solde de ses droits vis-à-vis de l'ensemble des pays exportateurs ne réduisent pas les obligations dudit pays exportateur aux termes du présent article. Les dispositions du paragraphe 3 de l'article 4 s'appliquent ici, sous réserve que le solde des droits de chaque pays importateur vis-à-vis de l'ensemble des pays exportateurs ne soit pas dépassé.

5. Sous réserve des dispositions de l'alinéa b) du paragraphe 2 et de l'alinéa b) du paragraphe 3 du présent article, pour déterminer si un pays importateur a acheté son pourcentage obligatoire de blé conformément au paragraphe 1 de l'article 4, les achats effectués par ce pays au cours d'une période pendant laquelle une déclaration de prix maximum est en vigueur,

a) sont pris en considération s'ils ont été effectués à des pays exportateurs, y compris le pays exportateur au sujet duquel a été faite la déclaration de prix maximum; et

b) n'entrent pas en ligne de compte s'ils ont été effectués à un pays autre qu'un pays exportateur.

Article 6

Prix du blé

1. a) Pendant la durée du présent Accord, les prix de base minimum et maximum sont:

Minimum	$ 1.62½
Maximum	$ 2.02½

en dollars canadiens par boisseau, à la parité du dollar canadien déterminée pour les besoins du Fonds monétaire international, à la date du 1er mars 1949, pour le blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur. Les prix de base minimum et maximum et leurs équivalents mentionnés ci-après ne comprennent pas les frais de détention et de marché que l'acheteur et le vendeur seraient convenus de fixer.

b) Les dispositions relatives aux prix maximums ne s'appliquent pas au blé durum ni au blé de semence certifié.

c) Les frais de détention dont conviennent l'acheteur et le vendeur ne sont imputables à l'acheteur qu'après une date fixée d'un commun accord et stipulée dans le contrat aux termes duquel le blé est vendu.

2. Le prix maximum équivalent du blé en vrac pour:

a) Le blé Manitoba Northern n° 1 en magasin Vancouver, est le prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article;

b) Le blé Manitoba Northern n° 1 f.o.b. Port Churchill, Manitoba, est le prix équivalent du prix c. et f. pays de destination du prix maximum pour le blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article et calculé en fonction des frais de transport et des taux de change en vigueur;

c) Le blé d'Argentine en magasin ports de l'océan, est le prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, converti en devise argentine au cours du change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

d) Le blé d'Australie f.a.q. en magasin ports de l'océan, est le prix maximum pour le blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, converti en devise australienne au cours du change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

e) Le blé de France, sur échantillon ou sur description f.o.b. ports français ou rendu à la frontière francaise (selon le cas), est le prix équivalent du prix c. et f. dans le pays de destination, ou du prix c. et f. rendu dans un port approprié pour livraison au pays de destination, du prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

f) Le blé d'Italie, sur échantillon ou sur description f.o.b. ports italiens ou rendu à la frontière italienne (selon le cas), est le prix

équivalent du prix c. et f. dans le pays de destination ou du prix c. et f. rendu dans un port approprié pour livraison au pays de destination, du prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

g) i) Le blé du Mexique sur échantillon ou sur description f.o.b. ports mexicains du Golfe du Mexique ou rendu à la frontière mexicaine (selon le cas), est le prix équivalent du prix c. et f. dans le pays de destination du prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

ii) Le blé du Mexique sur échantillon ou sur description, en magasin ports mexicains de l'Océan Pacifique, est le prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, converti en devise mexicaine au cours du change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

h) Le blé d'Espagne, sur échantillon ou sur description, f.o.b. ports espagnols ou rendu à la frontière espagnole (selon le cas), est le prix équivalent du prix c. et f. dans le pays de destination ou du prix c. et f. rendu dans un port approprié pour livraison au pays de destination, du prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

i) Le blé de Suède, sur échantillon ou sur description f.o.b. ports suédois entre Stockholm et Göteborg, ces deux ports compris, est le prix équivalent du prix c. et f. pays de destination du prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

j) Le blé Heavy Dark Northern Spring n° 1 en magasin Duluth/Superior est le prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du

présent article et calculé en fonction des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

k) Le blé Hard Winter n° 1 f.o.b. ports des Etats-Unis d'Amérique golfe/côte atlantique, est le prix équivalent du prix c. et f. dans le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord du prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

l) Le blé Soft White n° 1 et le blé Hard Winter n° 1 en magasin ports de la Côte pacifique des Etats-Unis d'Amérique, est le prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction du taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;

m) Le blé soviétique South Winter (méridional d'hiver) f.o.b. ports de la Mer Noire ou ports de la Mer Baltique ou à la frontière de l'URSS (selon le cas) est le prix équivalent du prix c. et f. dans le pays de destination qui correspond au prix maximum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en operant les ajustements de prix correspondant aux différences de qualite dont peuvent convenir le pays exportateur et le pays importateur intéressés.

3. Le prix minimum équivalent du blé en vrac pour:

a) Le blé Manitoba Northern n° 1 f.o.b. Vancouver,

b) Le blé Manitoba Northern n° 1 f.o.b. Port Churchill, Manitoba,

c) Le blé d'Argentine f.o.b. Argentine,

d) Le blé f.a.q. f.o.b. Australie,

e) Le blé du Mexique, sur échantillon ou sur description f.o.b. ports mexicains, ou rendu à la frontière mexicaine (selon le cas),

f) Le blé Hard Winter n° 1 f.o.b. ports des Etats-Unis d'Amérique golfe/côte atlantique, et

g) Le blé Soft White n° 1 ou le blé Hard Winter n° 1 f.o.b. ports de la côte du Pacifique des Etats-Unis d'Amérique,

h) Le blé soviétique South Winter (méridional d'hiver) f.o.b. ports de la Mer Noire ou ports de la Mer Baltique ou à la frontière de l'URSS (selon le cas), est respectivement:

le prix f.o.b. Vancouver, Port Churchill, Argentine, Australie, ports mexicains, ports des Etats-Unis d'Amérique golfe/côte atlantique, ports de la Côte pacifique des Etats-Unis d'Amérique, ports de la Mer

Noire et de la Mer Baltique de l'Union des Républiques socialistes soviétiques, équivalent du prix c. et f. Royaume-Uni de Grande-Bretagne et d'Irlande du Nord du prix minimum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés,

i) Le blé Heavy Dark Northern Spring n° 1 en magasin Duluth/Superior est le prix minimum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur, stipulé au paragraphe 1 du présent article, et calculé en fonction des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés,

j) Le blé de France, sur échantillon ou sur description f.o.b. ports français, ou rendu à la frontière française (selon le cas),

k) Le blé d'Italie, sur échantillon ou sur description f.o.b. ports italiens, ou rendu à la frontière italienne (selon le cas),

l) Le blé d'Espagne, sur échantillon ou sur description f.o.b. ports espagnols, ou rendu à la frontière espagnole (selon le cas),

m) Le blé de Suède, sur échantillon ou sur description f.o.b. ports suédois entre Stockholm et Göteborg, ces deux ports compris, est le prix équivalent du prix c. et f. dans le pays de destination, ou du prix c. et f. rendu dans un port approprié pour livraison au pays de destination, du prix minimum du blé Manitoba Northern n° 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés.

4. Pendant la période où la navigation est fermée entre Fort William/Port Arthur et les ports canadiens de l'Atlantique, les prix minimum et maximum équivalents sont fixés compte tenu seulement du mouvement du blé acheminé par voie lacustre ou par chemin de fer de Fort William/Port Arthur aux ports d'hiver canadiens.

5. Le Comité exécutif peut, en consultation avec le Comité consultatif des équivalences de prix, fixer les prix minimum et maximum équivalents pour le blé à des points autres que ceux qui sont stipulés ci-dessus; il peut également reconnaitre toute nature, variété, catégorie, "grade" ou qualité de blé autre que ceux mentionnés aux paragraphes 2 et 3, et en déterminer les prix minimum et maximum équivalents, étant entendu que, pour tout nouveau blé dont le prix équivalent n'est pas encore déterminé, les prix minimum et maximum sont provisoirement déterminés d'après les prix minimum et maximum de la nature, de la variété, de la catégorie, du type ou du grade ou de la qualité de

blé spécifiés au présent article, ou reconnus ultérieurement par le Comité exécutif en consultation avec le Comité consultatif des équivalences de prix, qui se rapprochent le plus dudit nouveau blé, par l'addition d'une prime appropriée ou par la déduction d'un escompte approprié.

6. Si un pays exportateur quelconque ou un pays importateur quelconque fait remarquer au Comité exécutif qu'un prix équivalent établi conformément aux dispositions des paragraphes 2, 3 ou 5 du présent article n'est plus, à la lumière des tarifs de transports, des taux de change, des primes ou des escomptes en vigueur, un prix équitable, le Comité exécutif examine la question et peut, en consultation avec le Comité consultatif des équivalences de prix, opérer tel ajustement qu'il juge souhaitable.

7. En fixant les prix minimum et maximum équivalents par application des paragraphes 2, 3, 5 ou 6 du présent article, et sous réserve des dispositions de l'article 16 relatives au blé durum et au blé de semence certifié, il ne sera opéré aucun ajustement de prix à raison de différences de qualité, qui aurait pour effet de fixer les prix minimum et maximum équivalents du blé, quel qu'il soit, à un niveau supérieur aux prix de base minimum ou maximum, suivant le cas, stipulés au paragraphe 1.

8. S'il s'élève un différend relatif au montant de la prime ou de l'escompte approprié en cas d'application des dispositions des paragraphes 5 et 6 du présent article en ce qui concerne toute nature de blé stipulée au paragraphe 2 ou 3 reconnue en vertu du paragraphe 5, le Comité exécutif, en consultation avec le Comité consultatif des équivalences de prix, tranche ce différend à la demande du pays exportateur ou du pays importateur intéressés.

9. Toutes les décisions du Comité exécutif prises en vertu des dispositions des paragraphes 5, 6 et 8 du présent article ont force obligatoires pour tous les pays exportateurs et tous les pays importateurs, étant entendu que tout pays qui s'estime désavantagé par l'une quelconque de ces décisions peut demander au Conseil de reconsidérer cette décision.

Article 7

Prix de la farine de blé

1. Les achats commerciaux de farine de blé sont considérés comme étant effectués à des prix en harmonie avec les prix du blé, tels qu'ils sont spécifiés ou établis en conformité à l'article 6, à moins que le Conseil ne reçoive d'un pays exportateur ou importateur une déclaration à l'effet du contraire, avec renseignements à l'appui, auquel cas, avec le concours des pays intéressés, il examine la question et se prononce sur la conformité des prix.

2. Le Conseil peut, en collaboration avec tout pays exportateur ou importateur, faire des études sur le rapport existant entre les prix de la farine et les prix du blé.

ARTICLE 8

Pays qui tantôt exportent et tantôt importent du blé

1. Pour la durée du présent Accord et aux fins de son application, un pays nommé à l'Annexe B est considéré comme exportateur et un pays nommé à l'Annexe C est considéré comme importateur.

2. Excepté s'il s'agit de blé fourrager dénaturé, destiné à l'alimentation du bétail, tout pays nommé à l'Annexe C qui met du blé à la disposition d'un pays exportateur ou d'un pays importateur doit l'offrir à des prix compatibles avec l'échelle de prix et éviter au cours d'une telle opération toute mesure préjudiciable au fonctionnement du présent Accord.

3. Tout pays nommé à l'Annexe B qui désire acheter du blé doit s'efforcer, dans la mesure du possible, d'effectuer des achats dans des pays exportateurs à des prix compris dans l'échelle de prix et d'éviter, ce faisant, toute mesure préjudiciable au fonctionnement du présent Accord.

TROISIEME PARTIE - AJUSTEMENTS

ARTICLE 9

Ajustements en cas de récolte insuffisante

1. Tout pays exportateur qui craint qu'une récolte insuffisante ne l'empêche d'exécuter au cours d'une année agricole donnée ses obligations en vertu du présent Accord en réfère au plus tôt au Conseil et lui demande d'être relevé en partie ou en totalité de ses obligations au cours de ladite année agricole. Toute demande présentée au Conseil conformément au présent paragraphe est examinée sans délai.

2. Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil étudie la situation des approvisionnements du pays exportateur et examine dans quelle mesure ce pays a respecté le principe selon lequel il doit, dans toute la mesure de ses moyens, mettre du blé à la disposition des pays importateurs pour faire face à ses obligations en vertu du présent Accord.

3. Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil tient également compte de l'importance qui s'attache à ce que le pays exportateur respecte le principe énoncé au paragraphe 2 du présent article.

4. Si le Conseil constate que la demande du pays exportateur est fondée, il décide dans quelle mesure et à quelles conditions ce pays est relevé de ses obligations pour l'année agricole en question. Le Conseil informe le pays exportateur de sa décision.

5. Si le Conseil décide de relever, en totalité ou en partie, le pays exportateur de ses obligations aux termes de l'article 5 pour l'année agricole, il augmente les obligations des autres pays exportateurs telles qu'elles se traduisent par les quantités de base, dans la mesure acceptée

par chacun d'eux. Si ces augmentations ne suffisent pas à compenser l'exemption accordée en vertu du paragraphe 4 du présent article, le Conseil réduit du montant nécessaire les droits des pays importateurs tels qu'ils se traduisent par les quantités de base, dans la mesure acceptée par chacun d'eux.

6. Si l'exemption accordée en vertu du paragraphe 4 du présent article ne peut être entièrement compensée par les mesures prévues au paragraphe 5, le Conseil réduit au prorata les droits des pays importateurs tels qu'ils se traduisent par les quantités de base, en tenant compte des réductions opérées en vertu du paragraphe 5.

7. Si l'obligation d'un pays exportateur telle qu'elle se traduit par sa quantité de base est réduite en vertu du paragraphe 4 du présent article, la quantité correspondant à cette réduction est censée, aux fins de la détermination de la quantité de base de ce pays et des quantités de base de tous les autres pays exportateurs au cours des années agricoles suivantes, avoir été achetée à ce pays exportateur pendant l'année agricole en question. Le Conseil détermine, en fonction de la situation, le montant et les modalités des ajustements qu'il y a lieu, le cas échéant, d'opérer pour déterminer, à la suite des compensations effectuées en vertu du présent paragraphe, les quantités de base des pays importateurs pendant les années agricoles suivantes.

8. Si le droit d'un pays importateur tel qu'il se traduit par sa quantité de base est réduit durant une année agricole en vertu des paragraphes 5 ou 6 du présent article afin de compenser l'exemption accordée à un pays exportateur en vertu du paragraphe 4, la quantité qui correspond à cette réduction est censée, aux fins de détermination de la quantité de base de ce pays importateur au cours des années agricoles suivantes, avoir été achetée audit pays exportateur durant l'année agricole en question.

Article 10

Ajustements en cas de nécessité de sauvegarder la balance des paiements ou les réserves monétaires

1. Tout pays importateur qui craint que la nécessité de sauvegarder sa balance des paiements ou ses réserves monétaires l'empêche d'exécuter au cours d'une année agricole donnée ses obligations en vertu du présent Accord, en réfère au plus tôt au Conseil et lui demande d'être relevé en partie ou en totalité de ses obligations au cours de ladite année agricole. Toute demande présentée au Conseil conformément au présent paragraphe est examinée sans délai.

2. Si une demande est présentée conformément au paragraphe 1 du présent article, le Conseil sollicite et examine, en même temps que tous les éléments qu'il juge appropriés, dans la mesure où la question intéresse un pays membre du Fonds monétaire international, l'avis du Fonds concernant l'existence et l'étendue de la nécessité dont il est fait état au paragraphe 1.

3. Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil tient compte de l'importance qui s'attache à ce que le pays importateur respecte le principe selon lequel il devrait, dans toute la mesure de ses moyens, procéder à des achats pour faire face à ses obligations en vertu du présent Accord.

4. Si le Conseil constate que la demande du pays importateur est fondée, il décide dans quelle mesure et à quelles conditions ledit pays peut etre relevé de ses obligations pour l'année agricole en question. Le Conseil informe le pays importateur de sa décision.

ARTICLE 11

Ajustements et achats supplémentaires en cas de besoin critique

1. Si un besoin critique s'est manifesté ou risque de se manifester sur son territoire, tout pays importateur peut faire appel au Conseil pour qu'il l'aide à se procurer des approvisionnements en blé. En vue de remédier à la situation critique ainsi créée, le Conseil examine l'appel dans les plus brefs délais et adresse aux pays exportateurs et aux pays importateurs des recommandations sur les mesures à prendre par eux.

2. Lorsqu'il se prononce sur les recommandations à formuler pour donner suite à un appel que lui a adressé un pays importateur en vertu du paragraphe précédent, le Conseil, eu égard à la situation, tient compte des achats commerciaux effectifs faits par ce pays dans les pays exportateurs ou de l'étendue de ses obligations aux termes de l'article 4.

3. Aucune mesure prise par un pays exportateur ou par un pays importateur conformément à une recommandation faite en vertu du paragraphe 1 du présent article ne saurait modifier la quantité de base d'un pays exportateur ou d'un pays importateur au cours des années agricoles suivantes.

ARTICLE 12

Autres ajustements

1. Un pays exportateur peut transférer une partie du solde de ses obligations à un autre pays exportateur et un pays importateur peut transférer une partie du solde de ses droits à un autre pays importateur pour la durée d'une année agricole, sous réserve de l'approbation du Conseil à la majorité des voix exprimées par les pays exportateurs et à la majorité des voix exprimées par les pays importateurs.

2. Un pays importateur peut à tout moment, par notification écrite au Conseil, accroître le pourcentage des achats qu'il s'engage à effectuer conformément au paragraphe 1 de l'article 4. Cet accroissement prend effet à la date de réception de la notification.

3. Tout pays importateur qui estime que ses intérêts, en ce qui concerne les obligations en pourcentage qu'il assume en vertu des dis-

positions du paragraphe 1 de l'article 4 et de l'Annexe A au présent Accord, sont gravement lésés soit par la non-participation au présent Accord soit par le retrait d'un pays nommé à l'Annexe B détenant au moins 5% des voies réparties dans l'Annexe B peut, par notification écrite au Conseil, demander une réduction de ses obligations en pourcentage. En ce cas, le Conseil réduit les obligations de ce pays importateur d'un pourcentage équivalent au rapport qui existe entre le maximum des achats commerciaux annuels qu'il a effectués, pendant les années déterminées selon les dispositions de l'article 15, dans le pays demeuré en dehors de l'Accord ou qui s'en retire et sa quantité de base à l'égard de tous les pays énumérés à l'Annexe B; en outre il réduit le pourcentage ainsi revisé de 2½.

4. La quantité de base de tout pays qui adhère au présent Accord conformément au paragraphe 4 de l'article 35 est compensée, au besoin, par des ajustements appropriés, en plus ou en moins, des quantités de base d'un ou de plusieurs pays exportateurs ou importateurs, selon le cas. Ces ajustements ne sont pas approuvés tant que chacun des pays exportateurs ou des pays importateurs dont la quantité de base se trouve de ce fait modifiée n'a pas signifié son assentiment.

QUATRIEME PARTIE - DISPOSITIONS ADMINISTRATIVES RELATIVES AUX DROITS ET OBLIGATIONS

Article 13

Déclarations de prix maximum

1. Dès qu'un pays exportateur met à la disposition des pays importateurs du blé autre que du blé dur (durum) ou du blé de semence certifié, à des prix qui ne sont pas inférieurs au prix maximum, ce pays le notifie au Conseil. Au reçu de cette notification, le Secrétaire exécutif, agissant au nom du Conseil, fait, sauf dans les cas prévus au paragraphe 4 du présent article et au paragraphe 4 de l'article 16, une déclaration à cet effet, dénommée dans le présent Accord "déclaration de prix maximum". Il communique aussitôt que possible cette déclaration de prix maximum à tous les pays exportateurs et à tous les pays importateurs.

2. Dès que le pays exportateur met de nouveau à la disposition des pays importateurs à des prix inférieurs au prix maximum la totalité du blé autre que le blé dur (durum) ou blé de semence certifié, qui avait été offert à des prix non inférieurs au prix maximum, ce pays le notifie au Conseil. Au recu de cette notification, le Secrétaire exécutif, agissant au nom du Conseil, fait une nouvelle déclaration qui met fin à la déclaration de prix maximum faite au sujet de ce pays. Il notifie au plus tôt cette nouvelle déclaration à tous les pays exportateurs et à tous les pays importateurs.

3. Le Conseil fixe, dans son règlement intérieur, les règles d'application des paragraphes 1 et 2 du présent article, et notamment les règles

qui déterminent la date à laquelle prend effet toute déclaration faite en vertu du présent article.

4. Si le Secrétaire estime, à un moment quelconque, qu'un pays exportateur a omis d'adresser au Conseil la notification prévue aux paragraphes 1 ou 2 du présent article, ou a adressé au Conseil une notification inexacte, il convoque, sans préjudice dans ce dernier cas des dispositions des paragraphes 1 ou 2, une réunion du Comité consultatif des équivalences de prix. Si le Secrétaire exécutif estime, à un moment quelconque, qu'un pays exportateur a adressé une notification en vertu du paragraphe 1, mais que les faits invoqués ne justifient pas une déclaration de prix maximum, il ne fait pas cette déclaration mais soumet le cas au Comité consultatif. Si le Comité consultatif, se basant sur le présent paragraphe ou sur l'article 31, émet l'avis qu'une déclaration devrait ou ne devrait pas être faite conformément aux paragraphes 1 ou 2 du présent article, ou qu'elle est inexacte, le Comité exécutif, au nom du Conseil peut, selon le cas, soit faire ladite déclaration, soit s'abstenir de la faire soit annuler la déclaration qui a été faite. Le Secrétaire exécutif communique aussitôt que possible cette déclaration ou cette annulation à tous les pays exportateurs et importateurs.

5. Toute déclaration faite en vertu du présent article précise l'année ou les années agricoles à laquelle elle se rapporte, et le présent Accord s'applique en conséquence.

6. Si un pays exportateur ou un pays importateur estime qu'une déclaration en vertu du présent article devrait être faite ou qu'elle n'aurait pas dû l'être, selon le cas, il peut en référer au Conseil. Si le Conseil constate que les représentations du pays intéressé sont fondées, il fait ladite déclaration ou annule la déclaration qui a été faite.

7. Toute déclaration faite en vertu des paragraphes 1, 2 ou 4 du présent article qui se trouve annulée conformément au présent article est censée avoir plein effet jusqu'à la date de son annulation; cette annulation n'affecte pas la validité des mesures prises en vertu de cette déclaration avant son annulation.

Article 14

Mesures à prendre lorsque le prix est au minimum ou tend vers le minimum

1. Si un pays exportateur ou un pays importateur met ou semble sur le point de mettre à la disposition de pays exportateurs ou de pays importateurs du blé à des prix n'excédant pas le prix minimum, le Secrétaire exécutif, après avoir informé de cette situation le Comité consultatif des équivalences de prix et s'être mis en communication avec le pays intéressé conformément à l'avis de ce Comité, fait rapport au Comité exécutif.

2. Si le Comité exécutif, après avoir étudié la question en tenant compte de l'avis donné par le Comité consultatif en vertu des disposi-

tions du paragraphe 1 du présent article, ou en vertu de l'article 31, estime que le pays intéressé risque de manquer à l'exécution des obligations imposées par l'Accord en ce qui concerne le prix minimum, il en fait part à ce pays et peut lui demander de fournir à ce sujet une déclaration que le Comité examinera ultérieurement. Si, après avoir pris en considération les explications fournies par le pays intéressé, le Comité exécutif est d'avis que ce pays manque à l'exécution de ses obligations en ce qui concerne le prix minimum, il en informe le Président du Conseil.

3. Au reçu de cette information du Comité exécutif, le Président du Conseil convoque aussitôt que possible une session du Conseil pour étudier la question. Le Conseil peut adresser aux pays exportateurs et aux pays importateurs telles recommandations qu'il juge nécessaires pour faire face à la situation.

4. Si le Comité consultatif des équivalences de prix, au cours de l'étude permanente de la situation du marché qu'il effectue conformément à l'article 31, estime qu'en raison d'une forte baisse du prix d'un blé quelconque, il s'est produit ou il risque de se produire de façon imminente une situation susceptible de compromettre la réalisation des objectifs de l'Accord en ce qui concerne le prix minimum ou si une situation de cette nature est portée à la connaissance du Comité consultatif par les soins du Secrétaire exécutif agissant de sa propre initiative ou à la demande d'un pays exportateur ou importateur, ledit Comité informe immédiatement le Comité exécutif des faits en question. En communiquant cette information au Comité exécutif, le Comité consultatif tient particulièrement compte des circonstances qui ont provoqué ou risquent de provoquer, sur un marché quelconque, une forte baisse du prix du blé par rapport au prix minimum. Le Comité exécutif, s'il l'estime opportun, informe de la situation le Président du Conseil qui peut convoquer une session du Conseil pour étudier la question. Le Conseil peut adresser aux pays exportateurs et aux pays importateurs telles recommandations qu'il juge nécessaires pour faire face à la situation.

5. En conseillant et en informant le Comité exécutif conformément aux paragraphes 2 et 4 du présent article, le Comité consultatif émet un avis sur toute mesure que, pour remédier à la situation, il estime devoir être prise, en ce qui concerne la détermination, des remises pour différences de qualité.

Article 15

Détermination des quantités de base

1. Les quantités de base définies à l'article 2 sont déterminées, pour chacune des années agricoles en fonction de la moyenne des achats commerciaux annuels des quatre premières des cinq années agricoles immédiatement précédentes.

2. Avant le début de chaque année agricole, le Conseil détermine pour ladite année la quantité de base de chaque pays exportateur vis-

à-vis de l'ensemble des pays importateurs et la quantité de base de chaque pays importateur vis-à-vis de l'ensemble des pays exportateurs et de chacun d'eux en particulier.

3. Les quantités de base déterminées conformément au paragraphe précédent sont ajustées chaque fois que le nombre de pays parties à l'Accord se trouve modifié, compte tenu le cas échéant des conditions d'adhésion prescrites par le Conseil en vertu de l'article 35.

ARTICLE 16

Enregistrement

1. Aux fins de l'application du présent Accord, le Conseil enregistre, pour chaque année agricole, tous les achats commerciaux des pays importateurs, quel que soit le vendeur, et tous les achats commerciaux des pays importateurs aux pays exportateurs.

2. Le Conseil tient également des registres afin de tenir constamment à jour, au cours de l'année agricole, le relevé du solde des obligations de chaque pays exportateur à l'égard de l'ensemble des pays importateurs et le relevé du solde des droits de chaque pays importateur à l'égard de l'ensemble des pays exportateurs et de chacun d'eux en particulier. Les relevés de ces soldes sont communiqués à tous les pays exportateurs et à tous les pays importateurs selon la périodicité fixée par le Conseil.

3. Aux fins du paragraphe 2 du présent article et du paragraphe 1 de l'article 4, les achats commerciaux d'un pays importateur à un pays exportateur qui sont inscrits dans les registres du Conseil sont également enregistrés en regard des obligations des pays exportateurs et des pays importateurs au titre des articles 4 et 5 du présent Accord, ou en regard de ces obligations modifiées en vertu d'autres articles du présent Accord, si l'époque du chargement est comprise dans l'année agricole et

a) Dans le cas des pays importateurs, si les achats sont effectués à des prix qui ne sont pas inférieurs au prix minimum; et

b) Dans le cas des pays exportateurs, si les achats sont effectués à des prix situés dans l'échelle de prix y compris, aux fins de l'article 5, le prix maximum. Les achats commerciaux de farine de blé inscrits dans les registres du Conseil sont également et dans les mêmes conditions enregistrés en regard des obligations des pays exportateurs et des pays importateurs, à condition que le prix de cette farine soit en harmonie avec un prix de blé déterminé conformément aux dispositions de l'article 7.

4. Si un pays importateur et un pays qui met du blé en vente sont d'accord sur ce point, les achats effectués à des prix supérieurs au prix maximum ne sont par considérés comme une infraction aux articles 4, 5 ou au paragraphe 2 de l'article 8 et sont enregistrés, en regard des obligations des pays intéressés pour autant qu'elles existent. Aucune

déclaration de prix maximum n'est faite à propos de tels achats dans un pays exportateur et lesdits achats n'affectent en rien les obligations que le pays exportateur intéressé assume envers les autres pays importateurs en vertu de l'article 4.

5. Dans le cas du blé dur (durum) et du blé de semence certifié, un achat inscrit dans les registres du Conseil est également enregistré en regard des obligations des pays exportateurs et importateurs et dans les mêmes conditions que son prix soit ou non supérieur au prix maximum.

6. Sous réserve que les conditions prescrites au paragraphe 3 du présent article soient remplies, le Conseil peut autoriser l'enregistrement d'achats pour une année agricole, si a) la période de chargement prévue est comprise dans un délai raisonnable, ne dépassant pas un mois, à fixer par le Conseil, avant le début ou après la fin de ladite année agricole, et

si b) le pays exportateur et le pays importateur intéressés sont d'accord.

7. Pendant la période où la navigation est fermée entre Fort William/Port Arthur et les ports canadiens de l'Atlantique, tout achat peut, nonobstant les dispositions du paragraphe 4 de l'article 6, être enregistré par le Conseil en regard des obligations du pays exportateur et du pays importateur intéressés, conformément au présent article, s'il porte sur:

a) Du blé canadien transporté uniquement par chemin de fer de Fort William/Port Arthur jusqu'aux ports canadiens de l'Atlantique, ou,

b) Du blé des Etats-Unis qui, à moins de circonstances indépendantes de la volonté de l'acheteur et du vendeur, devrait être acheminé par voie lacustre et par chemin de fer jusqu'aux ports des Etats-Unis situés sur la Côte atlantique et qui, du fait que ce mode de transport mixte n'est pas possible, est transporté uniquement par chemin de fer jusqu'aux ports des Etats-Unis sur la Côte atlantique, sous réserve que l'acheteur et le vendeur soient d'accord sur le paiement des frais de transport supplémentaires en résultant.

8. Le Conseil établit un règlement pour la notification et l'enregistrement de tous les achats commerciaux et de toutes les transactions spéciales. Dans ce règlement, il fixe la fréquence et les modalités suivant lesquelles seront notifiés lesdits achats et transactions et il définit les obligations des pays exportateurs et importateurs à cet égard. Le Conseil arrête également la procédure de modification des inscriptions et relevés dont il assure la tenue ainsi que les modes de règlement de tout différend pouvant surgir à cet égard.

9. Tout pays exportateur et tout pays importateur peuvent bénéficier, dans l'exécution de leurs obligations, d'une marge de tolérance que le Conseil détermine pour ce pays en prenant pour base l'étendue de ces obligations et les autres facteurs pertinents.

10. Pour tenir à jour des registres aussi complets que possible et aux fins de l'article 23, le Conseil enregistre aussi séparément, pour chaque année agricole, toutes les transactions spéciales effectuées par tout pays exportateur ou tout pays importateur.

ARTICLE 17

Evaluation des besoins et des disponibilités en blé

1. Au 1er octobre, dans le cas des pays de l'hémisphère nord, et au 1er février, dans le cas des pays de l'hémisphère sud, chaque pays importateur notifie au Conseil les évaluations de ses besoins commerciaux de blé que les pays exportateurs devront satisfaire pendant l'année agricole. Tout pays importateur peut notifier par la suite au Conseil toutes les modifications qu'il désire apporter à ses évaluations.

2. Au 1er octobre, dans le cas des pays de l'hémisphère nord, et au 1er février, dans le cas des pays de l'hémisphère sud, chaque pays exportateur notifie au Conseil ses évaluations des quantités de blé qu'il pourra exporter pendant l'année agricole. Tout pays exportateur peut par la suite notifier au Conseil toutes les modifications qu'il peut désirer apporter à ses évaluations.

3. Toutes les évaluations notifiées au Conseil sont utilisées pour les besoins de l'administration de l'Accord et ne peuvent être communiquées aux pays exportateurs et aux pays importateurs que dans les conditions fixées par le Conseil. Les évaluations présentées en vertu du présent article ne constituent en aucune façon des engagements.

4. Les pays exportateurs et les pays importateurs s'acquittent à leur gré, de leurs obligations en vertu du présent Accord par les voies du commerce privé ou autrement. Aucune disposition du présent Accord ne sera interprétée comme dispensant un négociant privé de se conformer aux lois ou aux règlements auxquels il est soumis par ailleurs.

5. Le Conseil peut, s'il le juge opportun, exiger que les pays exportateurs et les pays importateurs coopèrent pour mettre à la disposition des pays importateurs, dans le cadre du présent Accord, après le 31 janvier de chaque année agricole, au moins dix pour cent des quantités de base assignées pour cette année agricole auxdits pays exportateurs.

ARTICLE 18

Consultations

1. Si un pays exportateur désire savoir quelle serait l'étendue de ses engagements en cas de déclaration de prix maximum, il peut, sans préjudice des droits dont jouit tout pays importateur, consulter un pays importateur pour lui demander dans quelle mesure celui-ci a l'intention de se prévaloir, au cours d'une année agricole donnée, de ses droits en vertu des articles 4 et 5.

2. Tout pays exportateur ou tout pays importateur qui éprouve des difficultés à vendre ou à acheter du blé aux termes de l'article 4 peut s'adresser au Conseil. Afin de régler ces difficultés d'une manière satisfaisante, le Conseil consulte tout pays exportateur ou tout pays importateur intéressé et peut formuler les recommandations qu'il juge appropriées.

3. Si, pendant qu'une déclaration de prix maximum est en vigueur, un pays importateur éprouve des difficultés à se procurer le solde de ses droits au cours d'une année agricole donnée, à des prix qui n'excèdent par le prix maximum, il peut s'adresser au Conseil. Celui-ci procède à une enquête sur la situation et consulte les pays exportateurs pour s'assurer de la manière dont ils s'acquittent de leurs obligations.

Article 19

Exécution des engagements en vertu des articles 4 et 5

1. Le Conseil examine, aussitôt que possible après la fin de chaque année agricole, la façon dont les pays exportateurs et les pays importateurs se sont acquittés de leurs obligations en vertu des articles 4 et 5 au cours de cette année agricole.

2. Aux fins de cet examen, les tolérances déterminées par le Conseil en application du paragraphe 9 de l'article 16 entrent en ligne de compte.

3. Lorsque le Conseil examine la manière dont un pays importateur s'est acquitté de ses obligations au cours de l'année agricole, il peut, à la demande de ce pays, tenir compte de l'équivalent en blé de la farine que ce pays a achetée à un autre pays importateur s'il est démontré, à la satisfaction du Conseil, que cette farine a été entièrement fabriquée avec du blé acheté à des pays exportateurs conformément aux dispositions de l'Accord.

4. En examinant la façon dont un pays importateur s'est acquitté de ses obligations au cours de l'année agricole:

a) Le Conseil ne tient pas compte des importations exceptionnelles de blé en provenance de pays autres que les pays exportateurs, pourvu qu'il soit démontré à la satisfaction du Conseil que ce blé a été ou sera utilisé exclusivement pour l'alimentation du bétail et que la quantité importée ne l'a pas été aux dépens des quantités normalement achetées par ce pays importateur aux pays exportateurs. Toute décision en vertu du présent alinéa doit être prise à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs.

b) Le Conseil ne tient pas compte des importations—en provenance de pays autres que les pays exportateurs—de blé qui a été dénaturé d'une façon que le Conseil juge acceptable pour servir à l'alimentation du bétail.

5. En examinant la façon dont un pays importateur s'est acquitté de ses obligations au cours de l'année agricole, le Conseil peut également ne pas tenir compte des achats de blé dur (durum) effectués par ledit pays dans d'autres pays importateurs qui sont traditionnellement exportateurs de blé dur (durum).

ARTICLE 20

Manquements aux engagements contractés en vertu des articles 4 et 5

1. S'il ressort de l'examen effectué en vertu de l'article 18 qu'un pays a manqué aux obligations qu'il a contractées en vertu des articles 4 et 5, le Conseil décide des mesures à prendre.

2. Avant de prendre une décision en vertu du présent article, le Conseil donne à tout pays exportateur ou tout pays importateur intéressé la possibilité de présenter tous les faits qui lui paraissent pertinents.

3. Si le Conseil, à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, constate qu'un pays exportateur ou un pays importateur a manqué aux obligations qu'il a contractées en vertu des articles 4 et 5, il peut à la même majorité des voix priver le pays en question de son droit de vote pendant une période qu'il détermine, réduire les autres droits de ce pays dans la mesure qu'il juge en rapport avec le manquement ou l'exclure de la participation à l'Accord.

4. Aucune mesure prise par le Conseil en vertu du présent article ne réduit de quelque façon la contribution financière dont le pays intéressé est redevable au Conseil, à moins que ce pays ne soit exclu de la participation à l'Accord.

ARTICLE 21

Mesures à prendre en cas de préjudice grave

1. Tout pays exportateur ou tout pays importateur qui estime que ses intérêts en tant que partie au présent Accord sont sérieusement lésés du fait qu'un ou plusieurs pays exportateurs ou pays importateurs ont pris des mesures de nature à compromettre le fonctionnement de l'Accord peut saisir le Conseil. Le Conseil consulte immédiatement les pays intéressés afin de régler la question.

2. Si la question n'est pas réglée par ces consultations, le Conseil peut saisir le Comité exécutif ou le Comité consultatif des équivalences de prix, aux fins d'enquête et de rapport dans les plus brefs délais. Au reçu d'un tel rapport, le Conseil examine plus avant la question et il peut, à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, faire des recommandations aux pays intéressés.

3. Si, selon le cas, des mesures ont été ou n'ont pas été prises, en vertu du paragraphe 2 du présent article, et que le pays intéressé

estime qu'il n'a pas été pourvu à la situation de façon satisfaisante, il peut demander une exemption au Conseil. Le Conseil peut, s'il le juge opportun, relever en partie ce pays de ses obligations pour l'année agricole en question. La décision à cet effet doit être prise à la majorité des deux tiers des voix détenues par les pays exportateurs et des deux tiers des voix détenues par les pays importateurs.

4. Si le Conseil n'accorde pas d'exemption en vertu du paragraphe 3 du présent article et que le pays intéressé continue à estimer que ses intérêts en tant que pays partie au présent Accord sont sérieusement lésés, il peut se retirer de l'Accord à la fin de l'année agricole en donnant par écrit un avis de retrait au Gouvernement des Etats-Unis d'Amérique. Si le Conseil a été saisi de la question au cours d'une année agricole et qu'il achève l'examen de la demande d'exemption au cours de l'année agricole suivante, le retrait du pays considéré peut prendre effet dans les trente jours qui suivent la fin de cet examen, moyennant le même avis de retrait.

Article 22

Différends et réclamations

1. Tout différend relatif à l'interprétation ou à l'application du présent Accord—autre qu'un différend ayant trait aux articles 19 et 20—qui n'est pas réglé par voie de négociation est, à la demande de tout pays partie au différend, déféré au Conseil pour décision.

2. Toutes les fois qu'un différend est déféré au Conseil en vertu du paragraphe 1 du présent article, la majorité des pays ou un groupe de pays détenant au moins le tiers du total des voix peut demander que le Conseil, après discussion complète de l'affaire, sollicite sur les questions en litige l'opinion de la commission consultative mentionnée au paragraphe 3 avant de faire connaître sa décision.

3. a) Sauf décision contraire du Conseil, prise à l'unanimité, cette commission est composée de:

i) Deux personnes désignées par les pays exportateurs, dont l'une possède une grande expérience des questions du genre de celle en litige et l'autre a de l'autorité et de l'expérience en matière juridique;

ii) Deux personnes, de qualification analogue, désignées par les pays importateurs; et

iii) Un président choisi à l'unanimité par les quatre personnes nommées selon les dispositions des alinéas i) et ii) ci-dessus ou, en cas de désaccord, par le Président du Conseil.

b) Les ressortissants de pays dont les gouvernements sont parties au présent Accord sont habilités à siéger à la Commission consultative. Les membres de la Commission consultative agissent à titre personnel et sans recevoir d'instructions d'aucun gouvernement.

c) Les dépenses de la Commission consultative sont à la charge du Conseil.

4. L'opinion motivée de la Commission consultative est soumise au Conseil, qui tranche le différend après avoir examiné tous les éléments d'information utiles.

5. Une plainte selon laquelle un pays exportateur ou un pays importateur n'aurait pas rempli les obligations imposées par le présent Accord est, sur la demande du pays auteur de la plainte, déférée au Conseil, qui prend une décision à ce sujet.

6. Sous réserve des dispositions de l'article 20, aucun pays exportateur ou pays importateur ne peut être reconnu coupable d'une infraction au présent Accord qu'à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs. Toute constatation d'une infraction au présent Accord commise par un pays exportateur ou un pays importateur précise la nature de l'infraction et, si cette infraction est due au fait que ce pays a manqué aux obligations qu'il a contractées en vertu des articles 4 ou 5 du présent Accord, l'étendue de ce manquement.

7. Sous réserve des dispositions de l'article 20, si le Conseil constate qu'un pays exportateur ou un pays importateur a commis une infraction au présent Accord, il peut, à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, priver le pays en question de son droit de vote jusqu'à ce que celui-ci se soit acquitté de ses obligations, ou bien l'exclure de la participation à l'Accord.

CINQUIEME PARTIE - EXAMEN ANNUEL - CONSOMMATION ET UTILISATION DU BLE

Article 23

Examen annuel de la situation du blé dans le monde

1. a) Le Conseil, s'inspirant de l'objet de l'accord tel qu'il est défini à l'article premier, étudie chaque année la situation du blé dans le monde et informe les pays exportateurs et les pays importateurs des répercussions que les faits qui se dégagent de cet examen exercent sur le commerce mondial du blé, afin que les gouvernements de ces pays les aient à l'esprit lorsqu'ils déterminent et appliquent leur politique intérieure en matière d'agriculture et de prix.

b) L'examen s'effectue en fonction des renseignements dont on dispose au sujet de la production nationale, des stocks, des prix, du commerce, y compris l'écoulement des excédents de blé et les transactions spéciales, de la consommation et de tout autre élément jugé pertinent. Pour faciliter cet examen, le Conseil peut compléter ces renseignements au moyen d'études effectuées en collaboration avec tout pays exportateur ou tout pays importateur.

c) Pour faciliter au Conseil l'examen des opérations relatives à l'écoulement des excédents de blé, les pays exportateurs et les pays

importateurs l'informent des mesures prises pour assurer le respect des principes selon lesquels, pour résoudre les problèmes que pose cet écoulement, les pays intéressés s'efforcent dans toute la mesure du possible de stimuler la consommation et d'écouler de tels excédents de façon méthodique; enfin, lorsque l'écoulement des excédents de blé s'effectue à des conditions spéciales, ces opérations doivent se faire sans incidences nuisibles sur la structure normale de la production et des échanges commerciaux internationaux.

d) Tout pays exportateur ou tout pays importateur peut, aux fins de l'examen annuel, communiquer au Conseil tous les renseignements qu'il juge être en rapport avec l'objet de l'Accord. En procédant à l'examen annuel, le Conseil tient compte, lorsqu'il l'estime approprié, des renseignements ainsi communiqués.

2. Aux fins du présent article et de l'article 24, le Conseil prend dûment en considération les travaux de l'Organisation des Nations Unies pour l'alimentation et l'agriculture et ceux des autres organisations intergouvernementales, notamment pour éviter tout double emploi; il peut, sans préjudice de la portée du paragraphe 1 de l'article 34, conclure les arrangements qu'il juge souhaitables en vue d'une collaboration à l'une quelconque de ses activités avec ces organisations intergouvernementales ainsi qu'avec les gouvernements d'Etats Membres de l'Organisation des Nations Unies ou de ses institutions spécialisées, non parties au présent Accord, qui ont un intérêt substantiel dans le commerce international du blé.

3. Le présent article ne porte en aucune façon atteinte à la complète liberté d'action dont jouit tout pays exportateur ou tout pays importateur dans la fixation et l'application de sa politique intérieure en matière d'agriculture et de prix.

Article 24

Consommation et utilisation du blé

1. Lorsqu'il l'estime opportun le Conseil examine les moyens permettant d'augmenter la consommation du blé et il en informe les pays exportateurs et les pays importateurs. A cet effet le Conseil peut entreprendre, conjointement avec les pays exportateurs et les pays importateurs, des études portant notamment:

a) sur les facteurs qui influencent la consommation du blé dans divers pays; et

b) sur les moyens permettant de stimuler la consommation, notamment dans les pays où l'on constate qu'il est possible de l'accroître.

A cette fin tout pays exportateur et tout pays importateur peut communiquer au Conseil des renseignements qu'il juge pertinents.

2. Reconnaissant l'importance des problèmes spéciaux qui se posent aux pays en voie de développement, les pays exportateurs et les pays

importateurs tiennent dûment compte du principe suivant lequel il convient, dans la mesure du possible, d'utiliser effectivement les excédents de blé pour élever les niveaux de consommation et contribuer au développement général, économique et commercial, des pays en voie de développement où le revenu par habitant est faible. Dans les cas où ces blés sont fournis à des conditions spéciales, les pays exportateurs et les pays importateurs intéressés s'engagent à effectuer ces opérations de telle sorte qu'elles n'aient pas d'incidence nuisible sur la structure normale de la production et des échanges commerciaux internationaux.

3. Tout pays exportateur ou tout pays importateur qui offre du blé excédentaire à des conditions spéciales au titre d'un programme bénéficiant d'une assistance gouvernementale s'engage à communiquer rapidement au Conseil des informations détaillées concernant les accords de ce genre qu'il aurait conclus et à notifier régulièrement les envois effectués en application de ces accords.

SIXIEME PARTIE - ADMINISTRATION GENERALE

Article 25

Constitution du Conseil

1. Le Conseil international du blé, constitué en vertu de l'Accord international sur le blé de 1949, continue à exister aux fins de l'application du présent Accord, avec la composition, les pouvoirs et les fonctions prévues par le présent Accord.

2. Tout pays exportateur et tout pays importateur est membre votant du Conseil et peut être représenté aux réunions par un délégué, des suppléants et des conseillers.

3. Toute organisation intergouvernementale que le Conseil aura décidé d'inviter à une ou plusieurs de ses réunions pourra déléguer un représentant qui assistera à ces réunions sans droit de vote.

4. Le Conseil élit un président et un vice-président, qui restent en fonction pendant une année agricole. Le président ne jouit pas du droit de vote, et le vice-président ne jouit pas du droit de vote lorsqu'il fait fonction de président.

5. Le Conseil a, sur le territoire de tout pays exportateur et de tout pays importateur, et dans le mesure compatible avec la législation du pays considéré, la capacité juridique nécessaire à l'exercice des fonctions que lui confère le présent Accord.

Article 26

Pouvoirs et fonctions du Conseil

1. Le Conseil établit son règlement intérieur.

2. Le Conseil tient les registres prévus par les dispositions du présent Accord et peut tenir tous autres registres qu'il juge souhaitable.

3. Le Conseil publie un rapport annuel. Il peut aussi publier toute autre information (et notamment, en totalité ou en partie, son Etude annuelle ou un Résumé de cette étude) sur des questions relevant du présent Accord.

4. Outre les pouvoirs et fonctions spécifiés dans le présent Accord, le Conseil jouit des autres pouvoirs et exerce les autres fonctions nécessaires pour assurer l'application du présent Accord.

5. Le Conseil peut, à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, déléguer l'exercice de n'importe lesquels de ses pouvoirs ou fonctions. Le Conseil peut à tout moment rappeler cette délégation de pouvoirs à la majorité des voix exprimées. Sous réserve des dispositions de l'article 13, toute décision prise en vertu de tous pouvoirs ou fonctions délégués par le Conseil conformément aux dispositions du présent paragraphe est sujette à revision de la part du Conseil, à la demande de tout pays exportateur ou de tout pays importateur, dans les délais que le Conseil prescrit. Toute décision au sujet de laquelle il n'est pas présenté de demande de réexamen dans les délais prescrits lie tous les pays exportateurs et tous les pays importateurs.

6. Afin de permettre au Conseil de s'acquitter de ses fonctions en vertu du présent Accord, les pays exportateurs et les pays importateurs s'engagent à mettre à sa disposition et à lui fournir les statistiques et les renseignements dont il a besoin.

Article 27

Voix

1. Chacune des délégations de pays exportateurs siégeant au Conseil détient les voix indiquées à l'Annexe B.

2. Chacune des délégations de pays importateurs siégeant au Conseil détient les voix indiquées à l'Annexe C.

3. Tout pays exportateur peut autoriser un autre pays exportateur, et tout pays importateur peut autoriser un autre pays importateur à représenter ses intérêts et à exercer son droit de vote à une ou à plusieurs réunions du Conseil. Une preuve suffisante de cette autorisation est présentée au Conseil.

4. Si, à la date d'une réunion du Conseil, un pays importateur ou un pays exportateur n'est pas représenté par un délégué accrédité et n'a pas habilité un autre pays à exercer son droit de vote conformément au paragraphe 3 du présent Article, ou si, à la date d'une réunion, un pays est déchu de son droit de vote, a perdu son droit de vote ou l'a recouvré, en vertu d'une disposition du présent Accord, le total des voix que peuvent exprimer les pays exportateurs est ajusté à un chiffre égal à celui du total des voix que peuvent exprimer, à cette réunion, les pays importateurs et est redistribué entre les pays exportateurs en proportion des voix qu'ils détiennent.

5. Toutes les fois qu'un pays devient Partie au présent Accord ou cesse de l'être, le Conseil redistribue les voix attribuées soit à l'Annexe B soit à l'Annexe C, selon le cas, proportionnellement au nombre de voix détenues par chacun des pays énumérés dans ladite Annexe.

6. Tout pays exportateur ou tout pays importateur dispose d'au moins une voix; il n'y a pas de fraction de voix.

ARTICLE 28

Siège, sessions et quorum

1. Le siège du Conseil est Londres, sauf décision contraire du Conseil prise à la majorité des voix exprimées par les pays exportateurs et à la majorité des voix exprimées par les pays importateurs.

2. Le Conseil se réunit au cours de chaque année agricole au moins une fois par semestre et à tous autres moments sur décision du Président.

3. Le Président convoque une session du Conseil si la demande lui en est faite: a) par cinq pays, ou b) par un ou plusieurs pays détenant au total au moins dix pour cent de l'ensemble des voix, ou c) par le Comité exécutif.

4. A toute réunion du Conseil, la présence de délégués possédant, avant tout ajustement du nombre des voix en vertu de l'article 27, la majorité des voix détenues par les pays exportateurs et la majorité des voix détenues par les pays importateurs, est nécessaire pour constituer le quorum.

ARTICLE 29

Décisions

1. Sauf disposition contraire du présent Accord, les décisions du Conseil sont prises à la majorité des voix exprimées.

2. Tout pays exportateur et tout pays importateur s'engagent à considérer comme ayant force obligatoire toutes les décisions prises par le Conseil en vertu des dispositions du présent Accord.

ARTICLE 30

Comité exécutif

1. Le Conseil établit un Comité exécutif. Ce Comité exécutif est composé de quatre pays exportateurs au plus, élus tous les ans par les pays exportateurs et de huit pays importateurs au plus, élus tous les ans par les pays importateurs. Le Conseil nomme le président du Comité exécutif et peut nommer un vice-président.

2. Le Comité exécutif est responsable devant le Conseil et fonctionne sous la direction générale du Conseil. Il a les pouvoirs et fonctions qui lui sont expressément assignés par le présent Accord et

tels autres pouvoirs et fonctions que le Conseil peut lui déléguer en vertu du paragraphe 5 de l'article 26.

3. Les pays exportateurs siégeant au Comité exécutif ont le même nombre total de voix que les pays importateurs. Les voix des pays exportateurs siégeant au Comité exécutif sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun de ces pays exportateurs ne détienne plus de quarante pour cent du total des voix de ces pays exportateurs. Les voix des pays importateurs siégeant au Comité exécutif sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun de ces pays importateurs ne détienne plus de quarante pour cent du total des voix de ces pays importateurs.

4. Le Conseil fixe les règles de procédure de vote au sein du Comité exécutif et adopte les autres clauses qu'il juge utile d'insérer dans le règlement intérieur du Comité exécutif. Une décision du Comité exécutif doit être prise à la même majorité des voix que celle que le présent Accord prévoit pour le Conseil lorsque celui-ci prend une décision sur une question semblable.

5. Tout pays exportateur ou tout pays importateur qui n'est pas membre du Comité exécutif peut participer, sans droit de vote, à la discussion de toute question dont est saisi le Comité exécutif, chaque fois que celui-ci considère que les intérêts de ce pays sont en cause.

Article 31

Comité consultatif des équivalences de prix

1. Le Conseil établit un Comité consultatif des équivalences de prix composé de représentants de quatre pays exportateurs au plus et de quatre pays importateurs au plus. Le Président du Comité consultatif est nommé par le Conseil.

2. Le Comité consultatif surveille de façon permanente la situation du marché et notamment le mouvement des prix en ce qui concerne le blé; il informe immédiatement le Comité exécutif toutes les fois qu'à son avis une déclaration de prix maximum devrait être faite en vertu de l'article 13 ou toutes les fois qu'une situation du type décrit aux paragraphes 1 ou 4 de l'article 14 s'est produite ou risque de se produire. Dans l'exercice des fonctions qui lui sont dévolues en vertu du présent paragraphe, le Comité consultatif considère tous les éléments qui lui sont présentés par tout pays importateur ou par tout pays exportateur.

3. Le Comité consultatif émet des avis conformément aux dispositions des articles pertinents du présent Accord, ainsi que sur toutes autres questions que le Conseil ou le Comité exécutif peut lui renvoyer.

ARTICLE 32

Le secrétariat

1. Le Conseil dispose d'un secrétariat composé d'un Secrétaire exécutif, qui est son plus haut fonctionnaire, et du personnel nécessaire aux travaux du Conseil et de ses Comités.

2. Le Conseil nomme le Secrétaire exécutif, qui est responsable de l'accomplissement des tâches dévolues au secrétariat pour l'administration du présent Accord et telles autres tâches qui lui sont assignées par le Conseil et ses Comités.

3. Le personnel est nommé par le Secrétaire exécutif conformément aux règles établies par le Conseil.

4. Il est imposé comme condition d'emploi au Secrétaire exécutif et au personnel de ne pas détenir d'intérêt financier ou de renoncer à tout intérêt financier dans le commerce du blé, et de ne solliciter ni recevoir d'un gouvernement ou d'une autorité extérieure au Conseil des instructions relatives aux fonctions qu'ils exercent aux termes du présent Accord.

ARTICLE 33

Dispositions financières

1. Les dépenses des délégations au Conseil, des représentants au Comité exécutif et des représentants au Comité consultatif des équivalences de prix sont à la charge des gouvernements représentés. Les autres dépenses qu'entraîne l'application du présent Accord sont couvertes par voie de cotisations annuelles des pays exportateurs et des pays importateurs. La cotisation de chacun de ces pays pour chaque année agricole est fixée en proportion du nombre de voix qu'il détient par rapport au total des voix détenues par les pays exportateurs et les pays importateurs au début de ladite année agricole.

2. Au cours de la première session qui suit l'entrée en vigueur du présent Accord, le Conseil vote son budget pour la période se terminant le 31 juillet 1963 et fixe la cotisation de chaque pays exportateur et de chaque pays importateur.

3. Le Conseil, lors d'une des sessions qu'il tient au cours du second trimestre de chaque année agricole, vote son budget pour l'année agricole suivante et fixe la cotisation de chaque pays exportateur et de chaque pays importateur pour ladite année agricole.

4. La cotisation initiale de tout pays exportateur et de tout pays importateur qui adhère au présent Accord conformément aux dispositions du paragraphe 4 de l'article 35 est fixée par le Conseil sur la base du nombre de voix qui lui seront attribuées et de la période restant à courir dans l'année agricole; toutefois, les cotisations fixées pour les autres pays exportateurs et pour les autres pays importateurs au titre de l'année agricole en cours ne sont pas modifiées.

5. Les cotisations sont exigibles dès leur fixation. Tout pays exportateur ou tout pays importateur qui omet de régler le montant de sa cotisation dans l'année qui en suit la fixation perd son droit de vote jusqu'à ce qu'il se soit acquitté de ladite cotisation, mais il n'est pas relevé des obligations que lui impose le présent Accord ni privé des autres droits que ce dernier lui confère, à moins que le Conseil n'en décide ainsi par un vote à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs.

6. Le Conseil publie, au cours de chaque année agricole, un état vérifié des recettes encaissées et des dépenses engagées au cours de l'année agricole précédente.

7. Le gouvernement du pays où est situé le siège du Conseil accorde une exemption d'impôts sur les appointements payés par le Conseil à son personnel; toutefois, cette exemption ne s'applique pas aux ressortissants dudit pays. Il accorde aussi une exemption d'impôts sur les biens, revenus et autres avoirs du Conseil.

8. Le Conseil prend, avant sa dissolution, toutes dispositions en vue du règlement de son passif et de l'affectation de son actif et de ses archives.

Article 34

Coopération avec les autres organisation intergouvernementales

1. Le Conseil peut prendre toutes dispositions utiles pour assurer l'échange d'informations et la coopération nécessaires avec les organes compétents et les institutions spécialisées des Nations Unies, ainsi qu'avec d'autres organisation intergouvernementales.

2. Si le Conseil constate qu'une disposition quelconque du présent Accord présente une incompatibilité de fond avec telles obligations que l'Organisation des Nations Unies, ses organes compétents et ses institutions spécialisées peuvent établir en matière d'accords intergouvernementaux sur les produits de base, cette incompatibilité est censée nuire au bon fonctionnement du présent Accord et la procédure prescrite aux paragraphes 3, 4 et 5 de l'article 36 est appliquée.

SEPTIEME PARTIE - DISPOSITIONS FINALES

Article 35

Signature, acceptation, adhésion et entrée en vigueur

1. Le présent Accord est ouvert à Washington, du 19 avril 1962 au 15 mai 1962 inclusivement, à la signature des gouvernements des pays nommés aux Annexes B et C.

2. Le présent Accord est soumis à l'acceptation des gouvernements signataires conformément à leurs procédures constitutionnelles re-

spectives. Sous réserve des dispositions du paragraphe 8 du présent article, les instruments d'acceptation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 16 juillet 1962.

3. Le présent Accord est ouvert à l'adhésion de tout gouvernement nommé aux Annexes B ou C. Sous réserve des dispositions du paragraphe 8 du présent article, les instruments d'adhésion seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 16 juillet 1962. Un tel gouvernement pourra cependant, s'il ne bénéficie pas d'une prolongation en vertu des dispositions du paragraphe 8, et en tout cas, après le 16 juillet 1963, adhérer au présent Accord en vertu des dispositions du paragraphe 4.

4. Le Conseil peut, à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, approuver l'adhésion au présent Accord du Gouvernement de tout Etat Membre de l'Organisation des Nations Unies ou de ses institutions spécialisées ou de tout Gouvernement invité à la Conférence des Nations Unies sur le blé de 1962; il peut fixer les conditions de cette adhésion et, dans ce cas, il détermine les quantités de base de ce pays conformément aux articles 12 et 15. L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

5. La première et les troisième à septième parties du présent Accord entreront en vigueur le 16 juillet 1962 et la deuxième partie le 1er août 1962 entre les gouvernements qui, au 16 juillet 1962, auront accepté l'Accord ou y auront adhéré conformément aux paragraphes 2 ou 3 du présent article, à condition que ces gouvernements détiennent au moins les deux tiers des voix des pays exportateurs et les deux tiers des voix des pays importateurs, selon la répartition fixée aux Annexes B et C. A l'égard d'un gouvernement déposant ultérieurement un instrument d'acceptation ou d'adhésion, l'Accord entre en vigueur à la date de ce dépôt.

6. Aux fins de l'entrée en vigueur du présent Accord conformément aux dispositions du paragraphe 5 du présent article, une notification par laquelle tout gouvernement signataire ou tout gouvernement ayant le droit d'adhérer au présent Accord en vertu du paragraphe 3 s'engage à faire le nécessaire en vue d'obtenir, dans les plus brefs délais, l'acceptation du présent Accord ou l'adhésion audit Accord dans les formes constitutionnelles est, si elle est reçue par le Gouvernement des Etats-Unis d'Amérique au plus tard le 16 juillet 1962, considérée comme équivalent à un instrument d'acceptation ou d'adhésion. Il est entendu que le gouvernement qui adresse cette notification applique provisoirement l'Accord et qu'il est provisoirement considéré comme partie à cet Accord jusqu'à ce qu'il dépose son instrument d'acceptation ou d'adhésion, conformément aux paragraphes 2 ou 3, ou jusqu'à expiration du délai dans lequel cet instrument devrait avoir été déposé.

7. Si, le 16 juillet 1962, les conditions prévues aux paragraphes précédents pour l'entrée en vigueur du présent Accord ne sont pas remplies, les gouvernements des pays qui, à cette date, auront accepté

le présent Accord ou y auront adhéré conformément aux dispositions des paragraphes 2 ou 3 du présent article pourront décider d'un commun accord qu'il entrera en vigueur en ce qui les concerne, ou bien pourront prendre toutes autres mesures que la situation leur paraitra exiger.

8. Tout gouvernement qui n'aura pas accepté le présent Accord ou n'y aura pas adhéré à la date du 16 juillet 1962 conformément aux dispositions des paragraphes 2 ou 3 du présent article pourra obtenir du Conseil une prolongation du délai de dépôt de son instrument d'acceptation ou d'adhésion jusqu'à une date qui ne pourra pas dépasser le 16 juillet 1963.

9. Lorsqu'il est fait mention, aux fins de l'application du présent Accord, des pays nommés aux Annexes B ou C, cette annexe est censée comprendre tout pays dont le gouvernement a adhéré au présent Accord dans les conditions prescrites par le Conseil conformément au paragraphe 4 du présent article.

10. Le Gouvernement des Etats-Unis d'Amérique notifiera à tous les gouvernements signataires et adhérents toute signature, toute acceptation et toute adhésion au présent Accord et toute notification adressée conformément au paragraphe 6 du présent article.

Article 36

Durée, amendement et retrait

1. Le présent Accord reste en vigueur jusqu'au 31 juillet 1965 inclusivement.

2. Le Conseil adresse aux pays exportateurs et aux pays importateurs, au moment qu'il juge opportun, ses recommandations concernant le renouvellement ou le remplacement du présent Accord. Le Conseil peut inviter tout gouvernement d'un Etat Membre de l'Organisation des Nations Unies ou de ses institutions spécialisées, non partie au présent Accord mais ayant un intérêt substantiel dans le commerce international du blé, à participer à toute discussion qu'il engage aux termes du présent paragraphe.

3. Le Conseil peut, à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, recommander aux pays exportateurs et aux pays importateurs un amendement au présent Accord.

4. Le Conseil peut fixer le délai dans lequel tout pays exportateur et tout pays importateur notifie au Gouvernement des Etats-Unis d'Amérique son acceptation ou son rejet de l'amendement. L'amendement prend effet dès son acceptation par les pays exportateurs détenant les deux tiers des voix des pays exportateurs et par les pays importateurs détenant les deux tiers des voix des pays importateurs.

5. Tout pays exportateur ou tout pays importateur qui n'a pas notifié au Gouvernement des Etats-Unis d'Amérique son acceptation d'un amendement à la date à laquelle celui-ci prend effet peut, après avoir donné par écrit au Gouvernement des Etats-Unis d'Amérique

l'avis de retrait que le Conseil peut exiger dans chaque cas, se retirer du présent Accord à la fin de l'année agricole en cours, mais il n'est de ce fait relevé d'aucune des obligations résultant du présent Accord et non exécutées avant la fin de ladite année agricole. Tout pays qui se retire ainsi n'est pas lié par les dispositions de l'amendement qui a provoqué son retrait.

6. Tout pays exportateur qui considère que ses intérêts sont gravement lésés par la non-participation au présent Accord d'un pays nommé à l'Annexe C et détenant au moins cinq pour cent des voix réparties dans cette Annexe, ou tout pays importateur qui considère que ses intérêts sont gravement lésés par la non-participation au présent Accord d'un pays nommé à l'Annexe B et détenant au moins cinq pour cent des voix réparties dans cette Annexe, peut se retirer du présent Accord en donnant par écrit un avis de retrait au Gouvernement des Etats-Unis d'Amérique avant le 1er août 1962. Si une prolongation de délai a été accordée par le Conseil en vertu du paragraphe 8 de l'article 35, l'avis de retrait conformément au présent paragraphe peut être donné dans les quatorze jours qui suivent l'expiration de la prolongation.

7. Tout pays exportateur ou tout pays importateur qui considère que sa sécurité nationale est mise en danger par l'ouverture d'hostilités peut se retirer du présent Accord en donnant par écrit un préavis de retrait de trente jours au Gouvernement des Etats-Unis d'Amérique, ou peut s'adresser d'abord au Conseil pour lui demander d'être relevé de tout ou partie des obligations qu'il assume en vertu du présent Accord.

8. Tout pays exportateur qui considère que ses intérêts sont gravement lésés par le retrait du présent Accord d'un pays nommé à l'Annexe C et détenant au moins cinq pour cent des voix réparties dans cette Annexe, ou tout pays importateur qui considère que ses intérêts sont gravement lésés par le retrait du présent Accord d'un pays nommé à l'Annexe B et détenant au moins cinq pour cent des voix réparties dans cette Annexe, peut se retirer au présent Accord en donnant par écrit un avis de retrait au Gouvernement des Etats-Unis d'Amérique dans les quatorze jours qui suivent le retrait du pays dont le départ est considéré comme étant la cause de ce grave préjudice.

9. Le Gouvernement des Etats-Unis d'Amérique porte à la connaissance de tous les gouvernements signataires et adhérents toute notification et tout préavis reçus en vertu du présent article.

Article 37

Application territoriale

1. Tout gouvernement peut, au moment où il signe ou accepte le présent Accord ou y adhère, déclarer que ses droits et obligations en vertu du présent Accord ne s'appliquent pas à l'un quelconque ou à l'ensemble des territoires non métropolitains dont il assure la représentation internationale.

2. A l'exception des territoires au sujet desquels une déclaration a été faite conformément aux dispositions du paragraphe 1 du présent article, les droits et obligations que tout gouvernement assume en vertu du présent Accord s'appliquent à tous les territoires non métropolitains dont ce gouvernement assure la représentation internationale.

3. Après son acceptation du présent Accord, ou son adhésion à celui-ci, tout gouvernement peut, à tout moment, déclarer par notification au Gouvernement des Etats-Unis d'Amérique que les droits et obligations qu'ils a assumés aux termes du présent Accord s'appliquent à l'un quelconque ou à l'ensemble des territoires non métropolitains au sujet desquels il a fait une déclaration conformément aux dispositions du paragraphe 1 du présent article.

4. Par notification adressée au Gouvernement des Etats-Unis d'Amérique, tout gouvernement peut retirer du présent Accord l'un quelconque ou l'ensemble des territoires non métropolitains dont il assure la représentation internationale.

5. Aux fins de la détermination des quantités de base conformément à l'article 15 et de la redistribution des voix conformément à l'article 27, tout changement apporté, aux termes du présent article, à l'application du présent Accord est censé modifier la participation à l'Accord pour autant que les circonstances le requièrent.

6. Le Gouvernement des Etats-Unis porte à la connaissance de tous les gouvernements signataires et adhérents toute déclaration ou notification faite en vertu du présent article.

En foi de quoi, les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Accord aux dates figurant en regard de leur signature.

Les textes du présent Accord, en langues anglaise, espagnole, française et russe, font également foi. Les originaux seront déposés dans les archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires et adhérents.

ANNEXE A

Engagement de pourcentage des pays importateurs

Arabie saoudite	70
Autriche	60
Belgique et Luxembourg	90
Brésil	30
Ceylan	80
Cuba	90
Fédération de la Rhodésie et du Nyassaland	90

ANNEXE A (Cont'd)

Engagement de pourcentage des pays importateurs (Cont'd)

Inde	70
Indonésie	70
Iran	80
Irlande	90
Israël	60
Japon	85
Libéria	70
Libye	70
Nigéria	80
Norvège	90
Nouvelle-Zélande	90
Pays-Bas (Royaume des)	90
Philippines	80
Pologne	50
Portugal	85
République Arabe unie	30
République de Corée	90
République Dominicaine	90
République fédérale d'Allemagne	87½
République sud-africaine	90
Royaume-Uni	90
Suisse	87
Vatican (Cité du)	100
Venezuela	60

ANNEXE B

Voix détenues par les pays exportateurs

Argentine	70
Australie	125
Canada	290
Espagne	5
Etats-Unis d'Amérique	290
France	70
Italie	10
Mexique	5
Suède	10
Union des Républiques socialistes soviétiques	125
Total	1.000

ANNEXE C

Voix détenues par les pays importateurs

Arabie saoudite	5
Autriche	6
Belgique et Luxembourg	33
Brésil	28
Ceylan	12
Cuba	12
Fédération de la Rhodésie et du Nyassaland	6
Inde	20
Indonésie	6
Iran	4
Irlande	11
Israël	6
Japon	154
Libéria	1
Libye	3
Nigéria	4
Norvège	18
Nouvelle-Zélande	14
Royaume des Pays-Bas	70
Philippines	22
Pologne	10
Portugal	9
République arabe unie	16
République de Corée	2
République Dominicaine	2
République fédérale d'Allemagne	139
République sud-africaine	10
Royaume-Uni	339
Suisse	23
Vatican (Cité du)	1
Venezuela	14
Total	1.000

CONVENIO INTERNACIONAL DEL TRIGO, 1962

Los gobiernos signatarios del presente Convenio,

Considerando que el Convenio Internacional del Trigo, de 1949, fue modificado y renovado en 1953, 1956 y 1959, y

Considerando que el Convenio Internacional del Trigo de 1959 expira el 31 de julio de 1962 y que conviene concertar otro convenio por un nuevo período,

Han convenido lo que sigue:

PARTE I. DISPOSICIONES GENERALES

Artículo 1

Finalidades

Las finalidades de este Convenio son:

a) Garantizar suministros de trigo y de harina de trigo a los países importadores y mercados para el trigo y la harina de trigo a los países exportadores a precios equitativos y estables;

b) Fomentar el desarrollo del comercio internacional de trigo y de harina de trigo y lograr que este comercio sea lo más libre posible, en interés tanto de los países exportadores como de los importadores, para contribuir así al desarrollo de los países cuyas economías dependen de las ventas comerciales de trigo;

c) Precaver los graves perjuicios que ocasionan a los productores los excedentes onerosos y a los consumidores las críticas penurias de trigo;

d) Fomentar el uso y el consumo de trigo y de harina de trigo en general y, en particular, en los países en vías de desarrollo, para mejorar la salud y la alimentación en esos países y ayudarles de esta manera a lograr su desarrollo; y

e) Favorecer de modo general la cooperación internacional en lo referente a los problemas mundiales del trigo, reconociendo la relación existente entre el comercio del trigo y la estabilidad económica de los mercados de otros productos agrícolas.

Artículo 2

Definiciones

1. Para los fines del presente Convenio:

a) Por "Comité Asesor sobre Equivalencias de Precios" se entiende el Comité creado en virtud del artículo 31;

b) Por "saldo de las obligaciones de un país exportador" se entiende la cantidad de trigo que ese país exportador está obligado a poner a disposición de los importadores, con arreglo al artículo 5, a precio que no exceda del máximo, o sea, la diferencia, en la fecha de que se trate, entre su cantidad básica en relación con los países importadores y las compras comerciales efectivas hechas del país exportador por dichos países importadores durante el año agrícola;

c) Por "saldo de los derechos de un país importador" se entiende la cantidad de trigo que ese país importador tiene derecho a comprar, con arreglo al artículo 5, a un precio que no exceda del máximo, o sea, la diferencia, en la fecha de que se trate, entre su cantidad básica en relación con uno o más países exportadores, según el caso, y sus compras comerciales efectivas de esos países durante el año agrícola;

d) Por "bushel" se entiende 60 libras avoirdupois ó 27,2155 kilogramos;

e) Por "gastos de almacenamiento" se entiende los gastos por almacenaje, interés y seguro del trigo en espera de despacho;

f) Por "trigo para semilla certificado" se entiende el trigo oficialmente certificado con arreglo a la costumbre del país de origen y que se ajuste a las normas de especificación reconocidas para el trigo para semilla en ese país;

g) Por "c. y f." se entiende costos y flete;

h) Por "Consejo" se entiende el Consejo Internacional del Trigo creado por el Convenio Internacional del Trigo de 1949 y mantenido por el artículo 25;

i) Por "año agrícola" se entiende el período comprendido entre el 1° de agosto y el 31 de julio;

j) Por "cantidad básica" se entiende:

i) en el caso de un país exportador, el promedio de las compras comerciales anuales hechas de ese país por los países importadores durante los años determinados en el artículo 15;

ii) en el caso de un país importador, el promedio de las compras comerciales anuales de los países exportadores o de un país exportador determinado, según sea el caso, durante los años determinados en el artículo 15;

k) Por "Comité Ejecutivo" se entiende el Comité creado en virtud del artículo 30;

l) Por "país exportador" se entiende, según sea el caso:

i) el gobierno de un país que figure en el anexo B que haya aceptado el presente Convenio o se haya adherido a él, siempre que no se haya retirado del mismo; o

ii) el propio país y aquellos territorios a los que se extiendan los derechos y las obligaciones de su gobierno en virtud del presente Convenio;

m) Por "f.a.q." se entiende calidad media comercial;

n) Por "f.o.b." se entiende franco a bordo de barco marítimo y, cuando se trate de trigo de Francia puesto en un puerto del Rhin, franco de embarcación fluvial;

o) Por "país importador" se entiende, según sea el caso:

i) el gobierno de un país que figure en el anexo C que haya aceptado el presente Convenio o se haya adherido a él, siempre que no se haya retirado del mismo; o

ii) el propio país y aquellos territorios a los que se extiendan los derechos y las obligaciones de su gobierno en virtud del presente Convenio;

p) Por "gastos de comercialización" se entiende todos los gastos ordinarios de comercialización, fletamento y despacho;

q) Por "precio máximo" se entiende los precios máximos indicados en los artículos 6 ó 7, o determinados con arreglo a ellos, o uno de esos precios, según sea el caso;

r) Por "declaración de precio máximo" se entiende una declaración hecha con arreglo al artículo 13;

s) Por "tonelada métrica", o sea 1.000 kilogramos, se entiende 36,74371 bushels;

t) Por "precio mínimo" se entiende los precios mínimos indicados en los artículos 6 ó 7, o determinados con arreglo a ellos, o uno de esos precios, según sea el caso;

u) Por "escala de precios" se entiende los precios comprendidos entre el precio mínimo y el máximo indicados en los artículos 6 ó 7, o determinados con arreglo a ellos, incluídos los precios mínimos pero excluídos los precios máximos;

v) Por "compra" se entiende la compra para la importación de trigo exportado o que haya de exportarse de un país exportador o de un país que no sea exportador, o la cantidad de ese trigo así comprada. Cuando en el presente Convenio se haga referencia a una compra se entenderá que se refiere no sólo a las compras concertadas entre gobiernos sino, también, a las concertadas entre comerciantes particulares o entre un comerciante particular y un gobierno. En esta definición se entenderá también por "gobierno" el de todo territorio al cual, de conformidad con lo dispuesto en el artículo 37, se extienden los derechos y obligaciones de cualquier gobierno que acepte el presente Convenio o se adhiera a él;

w) Por "territorio", en relación con un país exportador o un país importador, se entiende todo territorio al cual, de conformidad con lo dispuesto en el artículo 37, se extiendan los derechos y las obligaciones del gobierno de dicho país, en virtud del presente Convenio; y

x) Por "trigo" se entiende el trigo en grano cualesquiera que sea su especificación, clase, tipo, grado o calidad y, excepto en el artículo 6, la harina de trigo.

2. Todos los cálculos sobre el equivalente en trigo de las compras de harina de trigo se basarán en el porcentaje de extracción indicado

en el contrato entre el comprador y el vendedor. Si no se indica dicho porcentaje, se considerará que, para los efectos de dichos cálculos y a menos que el Consejo decida otra cosa, 72 unidades de peso de harina de trigo equivalen a 100 unidades de peso de trigo en grano.

ARTICULO 3

Compras comerciales y transacciones especiales

1. Para los fines del presente Convenio, "compra comercial" es una compra tal como se define en el artículo 2, efectuada conforme a los procedimientos comerciales ordinarios del comercio internacional, excluídas las transacciones a que se refiere el párrafo 2 del presente artículo.

2. Para los fines del presente Convenio, "transacción especial" es aquélla que se haga o no conforme a la escala de precios, contiene condiciones establecidas por el gobierno del país interesado que no concuerdan con las prácticas comerciales corrientes. Las transacciones especiales comprenden:

a) Las ventas a crédito en las que, como resultado de la intervención oficial, el tipo de interés, el plazo de pago, u otras condiciones conexas no concuerdan con los tipos comerciales, los plazos o las condiciones prevalecientes en el mercado mundial;

b) Las ventas en que los fondos necesarios para la compra de trigo se obtienen mediante un préstamo del gobierno del país exportador concedido para la compra de trigo;

c) Las ventas en moneda del país importador, que no sea transferible ni convertible en numerario o en mercancías de que se pueda disponer en el país exportador;

d) Las ventas efectuadas según acuerdos con disposiciones especiales de pagos que comprendan la compensación bilateral de los saldos acreedores mediante intercambio de mercancías, a menos que el país exportador y el país importador interesados acuerden que la venta será considerada como comercial;

e) Las operaciones de trueque

i) resultantes de la intervención de los gobiernos, en las que se intercambia trigo a precios diferentes de los prevalecientes en el mundo, o

ii) al amparo de un programa oficial de compras, salvo cuando la compra de trigo sea consecuencia de una operación de trueque en la que el país de destino final no esté mencionado en el contrato de trueque original;

f) Los donativos de trigo o las compras de trigo realizadas con cargo a un donativo en numerario concedido específicamente con ese fin por el país exportador;

g) Cualquier otra categoría de transacciones que contengan características introducidas por el gobierno de un país interesado y

que no concuerden con las prácticas comerciales corrientes que el Consejo pueda establecer.

3. Cualquier cuestión planteada por el Secretario Ejecutivo o por un país exportador o importador sobre si una operación constituye una compra comercial, tal como se define en el párrafo 1 del presente artículo, o una transacción especial, tal como se define en el párrafo 2 del presente artículo, será decidida por el Consejo.

PARTE II. DERECHOS Y OBLIGACIONES

Articulo 4

Compras dentro de la escala de precios

1. Cada país importador se compromete a comprar de los países exportadores, durante un año agrícola y dentro de la escala de precios, una cantidad que no sea inferior al porcentaje del total de sus compras comerciales de trigo fijado para ese país en el anexo A y a efectuar igualmente dentro de la escala de precios cualesquiera compras comerciales adicionales de trigo de los países exportadores, salvo cuando esté en vigor una declaración de precio máximo con respecto a cualquier país exportador, en cuyo caso serán aplicables las disposiciones del artículo 5.

2. Los países exportadores se comprometen conjuntamente entre ellos a que su trigo será puesto a disposición de los países importadores, durante cualquier año agrícola, a precios comprendidos dentro de la escala de precios, en cantidades suficientes para satisfacer las necesidades comerciales de dichos países, salvo cuando esté en vigor una declaración de precio máximo con respecto a un país exportador, en cuyo caso serán aplicables a dicho país las disposiciones del artículo 5.

3. A los efectos del presente Convenio, salvo lo dispuesto en el artículo 5, el trigo comprado de un país importador por un segundo país importador y que se haya adquirido durante ese año agrícola de un país exportador, se considerará como comprado de ese país exportador por el segundo país importador. Sin perjuicio de lo dispuesto en el artículo 19, el presente párrafo se aplicará a la harina de trigo únicamente cuando esa harina proceda del país exportador interesado.

Articulo 5

Compras al precio máximo

1. Si el Consejo hace una declaración de precio máximo con respecto a un país exportador, este país pondrá a disposición de los países importadores, a un precio que no exceda el precio máximo, el saldo de sus obligaciones con dichos países en tanto que el saldo de los derechos de cada país importador en relación con la totalidad de los países exportadores no sea rebasado.

2. Si el Consejo hace una declaración de precio máximo con respecto a todos los países exportadores, mientras dicha declaración esté en vigor, cada país importador tendrá derecho a:

a) Comprar de los países exportadores, a precios que no excedan el precio máximo, el saldo de sus derechos en relación con la totalidad de los países exportadores; y

b) Comprar trigo de cualquier procedencia sin que ello suponga una infracción a lo dispuesto en el párrafo 1 del artículo 4.

3. Si el Consejo hace una declaración de precio máximo con respecto a uno o más países exportadores, pero no a todos, mientras dicha declaración esté en vigor, cada país importador tendrá derecho a:

a) Comprar trigo de uno o más de esos países exportadores según el párrafo 1 del presente artículo, y a comprar de los demás países exportadores el saldo de sus necesidades comerciales, a precios comprendidos dentro de la escala; y

b) Comprar trigo de cualquier procedencia sin que ello suponga una infracción a lo dispuesto en el párrafo 1 del artículo 4, hasta cubrir el saldo de sus derechos en relación con el mismo país o los mismos países exportadores en la fecha efectiva de la declaración, siempre que este saldo no sea mayor que el de sus derechos con respecto a la totalidad de los países exportadores.

4. Las compras hechas por un país importador de un país exportador que excedan el saldo de los derechos de dicho país importador en relación con la totalidad de los países exportadores no reducirán las obligaciones de ese país exportador con arreglo al presente artículo. También se aplicarán a este artículo las disposiciones del párrafo 3 del artículo 4, siempre que no sea rebasado el saldo de los derechos de cualquier país importador en relación con la totalidad de los países exportadores.

5. Para determinar si un país importador ha respetado el porcentaje obligatorio fijado en el párrafo 1 del artículo 4, y sin perjuicio de las limitaciones del apartado b) del párrafo 2 y el apartado b) del párrafo 3 de este artículo, las compras efectuadas por dicho país mientras esté en vigor una declaración de precio máximo:

a) Se tomarán en consideración si dichas compras se han hecho de un país exportador, incluso si se trata de un país exportador respecto del cual se ha hecho la declaración; y

b) No se tendrán absolutamente en cuenta si dichas compras se han hecho de un país que no sea exportador.

Articulo 6

Precios del trigo

1. a) Durante la vigencia del presente Convenio, los precios básicos, mínimo y máximo, serán los siguientes:

Mínimo	$1.62½
Máximo	$2.02½

moneda canadiense por bushel, a la paridad del dólar canadiense determinada para los fines del Fondo Monetario Internacional en 1° de marzo de 1949, para el trigo No. 1 Manitoba Northern a granel, almacenado en Fort William/Port Arthur. Los precios básicos, mínimo y máximo, y sus equivalentes que se indican a continuación, no incluyen los gastos de almacenamiento y los gastos de comercialización que convengan el comprador y el vendedor.

b) El trigo durum y el trigo para semilla certificado quedan excluídos de las disposiciones relativas al precio máximo.

c) Los gastos de almacenamiento convenidos entre el comprador y el vendedor sólo podrán cargarse a cuenta del comprador después de la fecha especificada en el contrato de venta.

2. El precio máximo equivalente del trigo a granel será:

a) Para el trigo No. 1 Manitoba Northern en almacén Vancouver, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo;

b) Para el trigo No. 1 Manitoba Northern f.o.b. Port Churchill, Manitoba, el precio equivalente al de c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para su cómputo los gastos corrientes de transporte y los tipos de cambio existentes;

c) Para el trigo argentino en almacén puertos marítimos, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, convertido en moneda argentina al tipo de cambio existente, haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

d) Para el trigo australiano f.a.q. en almacén puertos marítimos, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, convertido en moneda australiana al tipo de cambio existente, haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

e) Para el trigo francés, según muestra o descripción, f.o.b. puertos marítimos franceses o en la frontera francesa, según sea el caso, el precio equivalente al precio c. y f. en el país de destino, o al precio c. y f. en un puerto conveniente para su despacho al país de destino, del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizándose para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción

por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

f) Para el trigo italiano, según muestra o descripción, f.o.b. puertos marítimos italianos o en la frontera italiana, según sea el caso, el precio equivalente al precio c. y f. en el país de destino, o el precio c. y f. en un puerto conveniente para su despacho al país de destino, del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizándose para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

g) i) Para el trigo mexicano, según muestra o descripción, f.o.b. puertos mexicanos del Golfo de México o en la frontera mexicana, según sea el caso, el precio equivalente al precio c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizándose para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

ii) Para el trigo mexicano, según muestra o descripción, en almacén puertos mexicanos del Pacífico, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, convertido en moneda mexicana al tipo de cambio existente, haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

h) Para el trigo español, según muestra o descripción, f.o.b. puertos españoles o en la frontera española, según sea el caso, el precio equivalente al precio c. y f. en el país de destino, o al precio c. y f. en un puerto conveniente para su despacho al país de destino, del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizándose para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

i) Para el trigo sueco, según muestra o descripción, f.o.b. puertos suecos comprendidos entre Estocolmo y Gotemburgo, ambos inclusive, el precio equivalente al precio c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizándose para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

j) Para el trigo No. 1 Heavy Dark Northern Spring, en almacén Duluth/Superior, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para el cómputo el tipo de cambio existente y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados.

k) Para el trigo No. 1 Hard Winter f.o.b. en puertos de los Estados Unidos de América en el Golfo de México y el Atlántico, el precio equivalente al precio c. y f. en el Reino Unido de Gran Bretaña e Irlanda del Norte del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

l) Para el trigo No. 1 Soft White o para el trigo No. 1 Hard Winter en almacén puertos de los Estados Unidos de América en el Pacífico, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para el cómputo el tipo de cambio existente y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados; y

m) Para el trigo soviético South Winter f.o.b. puertos del Mar Negro o del Báltico o en la frontera de la Unión Soviética (según sea el caso), el precio será el equivalente al precio c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados.

3. El precio mínimo equivalente del trigo a granel para:

a) El trigo No. 1 Manitoba Northern f.o.b. Vancouver;

b) El trigo No. 1 Manitoba Northern f.o.b. Port Churchill, Manitoba;

c) El trigo argentino f.o.b. Argentina;

d) El trigo f.a.q., f.o.b. Australia;

e) El trigo mexicano, según muestra o descripción, f.o.b. puertos mexicanos o en la frontera mexicana, según sea el caso;

f) El trigo No. 1 Hard Winter f.o.b. puertos de los Estados Unidos de América en el Golfo de México o el Atlántico;

g) El trigo No. 1 Soft White o el trigo No. 1 Hard Winter f.o.b. puertos de los Estados Unidos de América en el Pacífico, y

h) El trigo soviético South Winter f.o.b. en puertos del Mar Negro o del Báltico, o en la frontera de la Unión de Repúblicas Socialistas Soviéticas (según sea el caso), será respectivamente;

el precio f.o.b. Vancouver, Port Churchill, Argentina, Australia, puertos mexicanos, puertos de los Estados Unidos de América en el Golfo de México y el Atlántico, puertos de los Estados Unidos de América en el Pacífico y puertos de la Unión de Repúblicas Socialistas Soviéticas en el Mar Negro y el Báltico, equivalente al precio c. y f. en el Reino Unido de Gran Bretaña e Irlanda del Norte del precio mínimo del trigo No. 1 Manitoba Northern a granel en Almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

i) Para el trigo No. 1 Heavy Dark Northern Spring, en almacén Duluth/Superior, el precio mínimo del trigo No. 1 Manitoba Northern a granel, en almacén Fort William/Port Arthur que se especifica en el párrafo 1 del presente artículo, utilizando para el cómputo el tipo de cambio existente y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

j) El trigo francés, según muestra o descripción, f.o.b. puertos franceses o en la frontera francesa, según sea el caso;

k) El trigo italiano, según muestra o descripción, f.o.b. puertos italianos o en la frontera italiana, según sea el caso;

l) El trigo español, según muestra o descripción, f.o.b. puertos españoles o en la frontera española, según sea el caso;

m) El trigo sueco, según muestra o descripción, f.o.b. puertos suecos comprendidos entre Estocolmo y Gotemburgo, ambos inclusive, será el precio equivalente al precio c. y f. en el país de destino, o el precio c. y f. en un puerto conveniente para su despacho al país de destino, o del precio mínimo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur, que se especifica en el párrafo 1 del presente artículo, utilizándose para el cómputo los gastos corrientes de transporte y los tipos de cambio existentes, y haciendo la deducción por diferencia de calidad que puedan convenir el país exportador y el país importador interesados.

4. Durante el período en que la navegación entre Fort William/Port Arthur y los puertos canadienses del Atlántico queda interrumpida, los precios equivalentes máximo y mínimo se fijarán tomando únicamente como base el transporte del trigo por vía férrea y lacustre desde Fort William/Port Arthur hasta los puertos canadienses de invierno.

5. El Comité Ejecutivo, en consulta con el Comité Asesor sobre Equivalencias de Precios, podrá fijar las equivalencias del precio mínimo y máximo del trigo en lugares que no sean los indicados anteriormente y también podrá adoptar cualquiera otra especificación, clase, tipo, grado o calidad de trigo distintos de los descritos en los párrafos 2 y 3 del presente artículo y determinar las equivalencias de

precios mínimo y máximo, siempre que, para cualquier otro trigo cuya equivalencia de precios no se haya fijado todavía, los precios máximo y mínimo se determinen provisionalmente de acuerdo con los precios mínimo y máximo de la especificación, clase, tipo, grado o calidad de trigo que se describen en este artículo o que sea adoptado posteriormente por el Comité Ejecutivo, en consulta con el Comité Asesor sobre Equivalencias de Precios, que más se aproxima a ese otro trigo, con la adición de la prima adecuada o con la deducción del descuento correspondiente.

6. Si un país exportador o un país importador señala al Comité Ejecutivo que una equivalencia de precio establecida de conformidad con los párrafos 2, 3 ó 5 del presente artículo ha dejado de ser equitativa a causa de las tarifas de transporte, los tipos de cambio y las primas o descuentos que prevalezcan, el Comité Ejecutivo examinará el asunto y, en consulta con el Comité Asesor sobre Equivalencias de Precios, podrá efectuar los ajustes que considere oportunos.

7. Para fijar los precios equivalentes mínimo y máximo, con arreglo a los párrafos 2, 3, 5 ó 6 del presente artículo y sin perjuicio de las disposiciones del artículo 16 relativas al trigo durum y al trigo para semilla certificado, no se efectuará ningún ajuste por diferencias de calidad que haga que el precio equivalente mínimo o máximo de cualquier trigo se fije respectivamente a un nivel más elevado que el precio básico mínimo o máximo especificado en el párrafo 1.

8. Si se produjera un desacuerdo acerca de la prima o el descuento que para los efectos de los párrafos 5 y 6 del presente artículo convenga aplicar a cualquiera de los trigos especificados en los párrafos 2 ó 3 del presente artículo, o designados en el párrafo 5 del presente artículo, el Comité Ejecutivo, en consulta con el Comité Asesor sobre Equivalencias de Precios, decidirá el asunto a petición del país exportador o del país importador interesado.

9. Todas las decisiones que adopte el Comité Ejecutivo en virtud de los párrafos 5, 6 y 8 del presente artículo serán obligatorias para todos los países exportadores y para todos los países importadores, aunque si alguno de ellos considera que cualquiera de dichas decisiones le perjudica, podrá pedir al Consejo que la revise.

Articulo 7

Precios de la harina de trigo

1. Se estimará que las compras comerciales de harina de trigo se efectúan a precios en consonancia con los precios del trigo establecidos en el artículo 6 o determinados con arreglo a sus disposiciones, a menos que el Consejo reciba de cualquier país exportador o importador una declaración en sentido contrario, debidamente apoyada en datos, en cuyo caso el Consejo, con la cooperación de cualquiera de los países interesados, estudiará la cuestión y decidirá si el precio corresponde o no al del trigo.

2. El Consejo, en colaboración con cualquier país exportador o importador, podrá efectuar estudios de los precios de la harina de trigo en relación con los precios del trigo.

ARTICULO 8

Países que a la vez exportan e importan trigo

1. Durante la vigencia del presente Convenio, y a los efectos de su aplicación, se considerará como país exportador al país que figure en el anexo B, y como importador al país que figure en el anexo C.

2. Todo país que figure en el anexo C que ponga trigo a disposición de cualquier país exportador o importador debe hacerlo a precios que concuerden con la escala excepto cuando se trate de trigo desnaturalizado para forraje, y evitar toda medida que pueda dificultar el funcionamiento del presente Convenio.

3. Todo país que figure en el anexo B que desee comprar trigo debe esforzarse, en la medida de lo posible, en comprar las cantidades que necesite de países exportadores a precios que estén dentro de la escala y, al satisfacer sus necesidades, evitar toda medida que pueda dificultar el funcionamiento del presente Convenio.

PARTE III. AJUSTES

ARTICULO 9

Ajustes en caso de cosecha insuficiente

1. Cualquier país exportador que por causa de una cosecha insuficiente tema verse imposibilitado de cumplir, en el curso de un año agrícola dado, las obligaciones del presente Convenio, lo comunicará tan pronto como sea posible al Consejo, y le pedirá que lo exima de una parte o de la totalidad de sus obligaciones durante dicho año agrícola. El Consejo atenderá sin demora toda petición que se le haga según este párrafo.

2. El Consejo, cuando examine la petición de exención a que se refiere este artículo, estudiará la situación de las existencias de dicho país exportador y la medida en que ha observado el principio según el cual debe poner trigo a disposición en la mayor medida posible para satisfacer las obligaciones que le incumben conforme al presente Convenio.

3. El Consejo, cuando examine la petición de un país de que se le conceda una exención en virtud del presente artículo, tendrá también en cuenta la importancia de que el país exportador observe el principio enunciado en el párrafo 2 de este artículo.

4. Si el Consejo estima que son fundadas las alegaciones de dicho país exportador, decidirá hasta qué punto y en qué condiciones será eximido de sus obligaciones en el año agrícola de que se trate. El Consejo comunicará su decisión a dicho país.

5. Si el Consejo decide que el país exportador sea eximido de la totalidad o de parte de sus obligaciones con arreglo al artículo 5 para el año agrícola correspondiente, el Consejo aumentará las obligaciones, representadas por las cantidades básicas, de los demás países exportadores en la medida que acepte cada uno de ellos. Si dichos aumentos no compensan la exención concedida conforme al párrafo 4 de este artículo, reducirá en la cuantía necesaria los derechos, representados por las cantidades básicas, de los países importadores en la medida que acepte cada uno de ellos.

6. Si la exención concedida en virtud del párrafo 4 de este artículo no puede compensarse enteramente con las medidas adoptadas según el párrafo 5, el Consejo reducirá proporcionalmente los derechos, representados por las cantidades básicas, de los países importadores, teniendo en cuenta las reducciones hechas según el párrafo 5.

7. Si, en virtud del párrafo 4 de este artículo, se reducen las obligaciones de un país exportador representadas por la cantidad básica, se considerará, a los efectos de establecer la cantidad básica de ese país y las de todos los países exportadores en los años agrícolas siguientes, como si el importe de dicha reducción hubiera sido comprado de ese país exportador durante el año agrícola de que se trate. Teniendo en cuenta las circunstancias, el Consejo determinará si, con el objeto de fijar las cantidades básicas de los países importadores en los años agrícolas siguientes, como resultado de la aplicación de este párrafo, se debe efectuar algún ajuste y, de ser así, de qué manera.

8. Si se reducen los derechos, representados por la cantidad básica, de un país importador, en virtud de los párrafos 5 ó 6 del presente artículo, para compensar la exención concedida a un país exportador según el párrafo 4, se considerará, para los efectos de determinar la cantidad básica de dicho país importador en los años agrícolas siguientes, como si el importe de dicha reducción hubiera sido comprado de dicho país exportador en el año agrícola de que se trate.

Artículo 10

Ajustes cuando sea necesario salvaguardar la balanza de pagos o las reservas monetarias

1. Cualquier país importador que por la necesidad de salvaguardar su balanza de pagos o sus reservas monetarias tema verse imposibilitado de cumplir, en el curso de un año agrícola dado, las obligaciones del presente Convenio, lo notificará tan pronto como sea posible al Consejo, y le pedirá que lo considere eximido de una parte o de la totalidad de sus obligaciones para dicho año agrícola. El Consejo atenderá sin demora toda petición que se le haga según este párrafo.

2. Si se hace una petición en virtud del párrafo 1 de este artículo, el Consejo solicitará, y tendrá en cuenta, con todos los hechos que estime pertinentes, la opinión del Fondo Monetario Internacional

acerca de la existencia y la magnitud de la necesidad a que se refiere el párrafo 1, si la cuestión se refiere a un país que sea miembro del Fondo.

3. El Consejo, cuando examine la petición de un país de que se le conceda una exención en virtud del presente artículo, tendrá en cuenta la importancia de que el país importador observe el principio de que deberá efectuar compras, en la mayor medida posible, para satisfacer las obligaciones que le incumben en virtud del presente Convenio.

4. Si el Consejo llega a la conclusión de que son fundadas las alegaciones del país importador interesado, decidirá hasta qué punto y en qué condiciones será eximido de sus obligaciones en el año agrícola de que se trate. El Consejo comunicará su decisión a dicho país.

Articulo 11

Ajustes y compras adicionales en caso de grave necesidad

1. Si se presenta o hay peligro de que se presente una situación de grave necesidad en su territorio, un país importador podrá acudir al Consejo en demanda de ayuda para obtener abastecimientos de trigo. Con objeto de remediar la situación imprevista creada por la necesidad grave, el Consejo estudiará inmediatamente la petición y hará las recomendaciones pertinentes a los países exportadores y a los países importadores acerca de las medidas que habrán de adoptar.

2. El Consejo, al decidir las recomendaciones que proceda formular, respecto de la petición presentada por un país importador según el párrafo anterior, tendrá en cuenta, según convenga dadas las circunstancias, las compras comerciales efectivas hechas por dicho país de los países exportadores o la cuantía de sus obligaciones conforme al artículo 4 del presente Convenio.

3. Las medidas que adopte un país exportador o un país importador a consecuencia de una recomendación hecha en virtud del párrafo 1 del presente artículo no modificarán la cantidad básica correspondiente a dicho país en los años agrícolas siguientes.

Articulo 12

Otros ajustes

1. Un país exportador podrá transferir a otro país exportador parte del saldo de sus obligaciones, y un país importador podrá transferir a otro país importador parte del saldo de sus derechos, durante un año agrícola, siempre que el Consejo apruebe la transferencia por mayoría de los votos emitidos por los países exportadores y por mayoría de los votos emitidos de los países importadores.

2. Todo país importador podrá, en cualquier momento, mediante una notificación por escrito al Consejo, aumentar el porcentaje a que se refiere el párrafo 1 del artículo 4, y dicho aumento surtirá efecto desde la fecha en que se reciba la notificación.

3. Cualquier país importador que estime que sus intereses respecto de los porcentajes de sus obligaciones, de conformidad con el párrafo 1 del artículo 4 y el anexo A al presente Convenio, se ven gravemente perjudicados por la no participación en el presente Convenio o su retiro del mismo de cualquier país que figure en el anexo B y que posea al menos el 5% de los votos distribuídos en dicho anexo podrá, mediante una comunicación por escrito al Consejo, pedir una reducción del porcentaje de sus obligaciones. En tal caso, el Consejo reducirá el porcentaje de las obligaciones de dicho país equivalente a la relación que existe entre sus compras comerciales máximas anuales en los años que determina el artículo 15 respecto del país que no participe o se retire y su cantidad básica respecto de todos los países que figuren en el anexo B, y reducirá además ese porcentaje revisado de sus obligaciones deduciendo de él la cantidad de 2,5%.

4. La cantidad básica de todo país que se adhiera al presente Convenio, según lo dispuesto en el párrafo 4 del artículo 35, será compensada, de ser necesario, mediante los ajustes adecuados, sea aumentando o sea disminuyendo las cantidades básicas de uno o más países exportadores o importadores, según el caso. Dichos ajustes no se aprobarán sin el asentimiento del país importador o exportador cuya cantidad básica sea modificada.

PARTE IV. DISPOSICIONES ADMINISTRATIVAS SOBRE DERECHOS Y OBLIGACIONES

Articulo 13

Declaraciones de precio máximo

1. En cuanto un país exportador ponga a disposición de los países importadores su trigo, salvo el trigo durum o el trigo para semilla certificado, a precios que no sean inferiores al precio máximo, lo comunicará al Consejo. Cuando reciba dicha comunicación, el Secretario Ejecutivo, en nombre del Consejo, sin perjuicio de lo dispuesto en el párrafo 4 de este artículo y el párrafo 4 del artículo 16, hará la declaración pertinente que en el presente Convenio se denomina declaración de precio máximo. Una vez hecha la declaración de precio máximo, el Secretario Ejecutivo la comunicará cuanto antes a todos los países exportadores e importadores.

2. En cuanto un país exportador ponga nuevamente a disposición de los países importadores su trigo, salvo el trigo durum o el trigo para semilla certificado, a precios inferiores al precio máximo, después de haber puesto ese trigo a su disposición a precios no inferiores al precio máximo, lo comunicará al Consejo. Cuando el Secretario Ejecutivo reciba esa comunicación, dará por expirada, en nombre del Consejo, la declaración de precio máximo respecto de ese país haciendo la nueva declaración correspondiente, que comunicará cuanto antes a todos los países exportadores e importadores.

3. El Consejo, en su reglamento, establecerá disposiciones para la aplicación de los párrafos 1 y 2 de este artículo, y para establecer la fecha en que surtirán efecto las declaraciones hechas en virtud del presente artículo.

4. Si, en cualquier momento, el Secretario Ejecutivo estima que un país ha dejado de hacer la comunicación a que se refieren los párrafos 1 ó 2 de este artículo, o la comunicación es incorrecta, sin perjuicio en este último caso de las disposiciones de los párrafos 1 ó 2, convocará a una reunión del Comité Asesor sobre Equivalencias de Precios. Si, en cualquier momento, el Secretario Ejecutivo estima que los hechos señalados en la comunicación enviada por un país exportador, de conformidad con el párrafo 1 de este artículo, no justifican una declaración de precio máximo, se abstendrá de hacer tal declaración pero remitirá la cuestión al Comité Asesor. Si el Comité Asesor opina que, en virtud del presente párrafo o del artículo 31, debe hacerse o no debe hacerse o es incorrecta, según sea el caso, una declaración con arreglo a los párrafos 1 ó 2, el Comité Ejecutivo, en nombre del Consejo, podrá formular o abstenerse de formular la declaración correspondiente o anular cualquier declaración hecha, según proceda. El Secretario Ejecutivo comunicará cuanto antes la declaración o la anulación de la declaración a todos los países exportadores e importadores.

5. Toda declaración hecha según este artículo especificará el año agrícola o los años agrícolas a que se refiere y se aplicarán en consecuencia las disposiciones del presente Convenio.

6. Si cualquier país exportador o importador estima que debió o no debió hacerse una declaración con arreglo al presente artículo, según sea el caso, podrá presentar la cuestión ante el Consejo. Si el Consejo llega a la conclusión de que son fundadas las alegaciones del país interesado, formulará o anulará una declaración según corresponda.

7. Se considerará que toda declaración formulada con arreglo a los párrafos 1, 2 ó 4 que sea anulada de conformidad con este artículo está plenamente en vigor hasta la fecha de su anulación; y ésta no invalidará nada de lo hecho en virtud de dicha declaración antes de que se la anule.

Artículo 14

Medidas que han de adoptarse cuando el precio sea el mínimo o se aproxime al mínimo

1. Si un país exportador pone a disposición de los países importadores trigo a precios que no excedan del precio mínimo, o si existe la probabilidad de que tal situación se presente, el Secretario Ejecutivo, después de señalar el asunto a la atención del Comité Asesor sobre Equivalencias de Precios y de ponerse en comunicación, con arreglo a la opinión de dicho Comité, con el país de que se trate, informará sobre la situación al Comité Ejecutivo.

2. Si el Comité Ejecutivo, después de estudiar el asunto, teniendo presente la opinión que emita el Comité Asesor de conformidad con el párrafo 1 de este artículo o con el artículo 31, estima que el país interesado no cumple las obligaciones que le impone el Convenio con respecto al precio mínimo, lo notificará a dicho país y podrá pedirle que presente un informe al respecto para que el Comité vuelva a examinar el asunto. Si el Comité Ejecutivo, teniendo en cuenta las explicaciones que dé el país interesado, opina que dicho país no cumple sus obligaciones con respecto al precio mínimo, lo pondrá en conocimiento del Presidente del Consejo.

3. Cuando reciba esta información del Comité Ejecutivo, el Presidente del Consejo convocará cuanto antes una reunión del Consejo para que examine el asunto. El Consejo podrá hacer a los países exportadores e importadores las recomendaciones que estime necesarias para resolver la situación.

4. Si el Comité Asesor sobre Equivalencias de Precios, en el curso de su constante examen de las condiciones prevalecientes en el mercado, de conformidad con lo dispuesto en el artículo 31, estima que, a causa de una importante baja del precio de cualquier trigo, ha surgido, o hay peligro inmediato de que surja, una situación que puede entorpecer el logro de las finalidades del Convenio relativas al precio mínimo, o si esa situación ha sido señalada a su atención por el Secretario Ejecutivo, actuando por propia iniciativa o a petición de cualquier país exportador o importador, el Comité Asesor pondrá inmediatamente los hechos en conocimiento del Comité Ejecutivo. Al informar al Comité Ejecutivo, el Comité Asesor tendrá especialmente en cuenta la situación que haya causado o pueda causar en cualquier mercado una baja considerable del precio del trigo en relación con el precio mínimo. El Comité Ejecutivo informará, si lo estima pertinente, al Presidente del Consejo, el cual podrá convocar una reunión del Consejo para examinar el asunto. El Consejo podrá hacer a los países exportadores e importadores las recomendaciones que estime necesarias para resolver la situación.

5. Al asesorar e informar al Comité Ejecutivo de conformidad con lo dispuesto en los párrafos 2 y 4 del presente artículo, el Comité Asesor recomendará también las medidas que, en cuanto a la determinación de márgenes por diferencia de calidad, estime que conviene adoptar para resolver la situación.

Artículo 15

Determinación de cantidades básicas

1. Las cantidades básicas, según se definen en el artículo 2, se determinarán para cada año agrícola tomando como base el promedio de las compras comerciales anuales hechas durante los cuatro primeros de los cinco años agrícolas inmediatamente anteriores.

2. Antes del comienzo de cada año agrícola, el Consejo determinará para aquel año agrícola la cantidad básica de cada país expor-

tador respecto de todos los países importadores y la cantidad básica de cada país importador respecto de todos los países exportadores y de cada uno de ellos.

3. Las cantidades básicas determinadas de conformidad con el párrafo anterior se determinarán nuevamente cuando cambie el número de participantes en el Convenio, habida cuenta, cuando proceda, de las condiciones de adhesión prescritas por el Consejo con arreglo al artículo 35.

4. Si un país importador y un país que pone trigo a disposición para la venta así lo deciden, las compras efectuadas a precios superiores al precio máximo no se considerarán como una infracción de lo dispuesto en los artículos 4 y 5, o en el párrafo 2 del artículo 8, y se anotarán en relación con las obligaciones, si las hubiere, de los países interesados. No se hará una declaración de precio máximo con relación a tales compras de un país exportador, ni afectarán en modo alguno a las obligaciones del país exportador interesado respecto de otros países importadores, en virtud del artículo 4.

Articulo 16

Registro

1. A los efectos de la aplicación del presente Convenio, el Consejo llevará para cada año agrícola un registro de todas las compras comerciales de toda procedencia efectuadas por los países importadores y de todas las compras comerciales efectuadas de los países exportadores.

2. El Consejo también llevará registros que le permitan, en cualquier momento, durante un año agrícola, disponer de un estado del saldo de las obligaciones de cada país exportador respecto a todos los países importadores, y del saldo de los derechos de cada país importador respecto a todos los países exportadores y cada uno de ellos. Los estados de dichos saldos se comunicarán, en las fechas que disponga el Consejo, a todos los países exportadores e importadores.

3. A los efectos de la aplicación del párrafo 2 del presente artículo y del párrafo 1 del artículo 4, las compras comerciales hechas por un país importador de un país exportador que se inscriben en los registros del Consejo, se anotarán en dichos registros en relación con las obligaciones de los países exportadores y de los importadores con arreglo a los artículos 4 y 5 o con dichas obligaciones una vez ajustadas con arreglo a otros artículos del presente Convenio, si la época de embarque está comprendida en el año agrícola, y

a) en el caso de los países importadores, si las compras se efectúan a precios no inferiores al precio mínimo, y

b) en el caso de los países exportadores, si las compras se efectúan a precios comprendidos dentro de la escala, incluído, a los efectos del artículo 5, el precio máximo.

Las transacciones comerciales de harina de trigo que se inscriban en los registros del Consejo se anotarán en las mismas condiciones, en relación con las cbligaciones de los países exportadores e importadores, siempre que el precio de dicha harina concuerde con un precio de trigo determinado conforme al artículo conforme al artículo 7.

4. Si un país importador y un país que pone trigo a disposición para la venta así lo deciden, las compras efectuadas a precios superiores al precio máximo no se considerarán como una infracción de lo dispuesto en los artículos 4 y 5, o en el párrafo 2 del artículo 8, y se anotarán en relación con las obligaciones, se las hubiere, de los países interesados. No se hará una declaración de precio máximo con relación a tales compras de un país exportador, ni afectarán en modo alguno a las obligaciones del país exportador interesado respecto de otros países importadores, en virtud del artículo 4.

5. Cuando se trate de trigo durum y de trigo para semilla certificado, una compra inscrita en los registros del Consejo se anotará también en las mismas condiciones en relación con las obligaciones de los países exportadores e importadores, independientemente de que el precio sea o no superior al precio máximo.

6. Siempre que se observen las condiciones establecidas en el párrafo 3 del presente artículo, el Consejo podrá autorizar que las compras se inscriban para un año agrícola: a) si el embarque se efectúa dentro de un plazo razonable, que no exceda de un mes, que fijará el Consejo, antes del principio o después de la terminación de dicho año agrícola, y b) si así lo acuerdan el país exportador y el país importador interesados.

7. Durante el período en que la navegación entre Fort William/Port Arthur y los puertos canadienses del Atlántico queda interrumpida, una compra podrá inscribirse en los registros del Consejo, no obstante lo dispuesto en el párrafo 4 del artículo 6, anotándola en relación con las obligaciones del país exportador y del país importador interesados, de conformidad con el presente artículo, si se refiere a:

a) Trigo canadiense transportado únicamente por ferrocarril desde Fort William/Port Arthur hasta los puertos canadienses del Atlántico, o a

b) Trigo de los Estados Unidos de América que, de no mediar condiciones ajenas a la voluntad del comprador y del vendedor, sea transportado por vía férrea y lacustre hasta los puertos del Atlántico de los Estados Unidos y que, no pudiendo ser transportado en esa forma, lo sea únicamente por ferrocarril hasta los puertos del Atlántico de los Estados Unidos, siempre que el comprador y el vendedor se pongan de acuerdo sobre el pago de los gastos suplementarios de transporte.

8. El Consejo dictará un reglamento para la notificación y registro de todas las compras comerciales y las transacciones especiales. En dicho reglamento se determinará la frecuencia y el modo

de notificación de estas compras y transacciones así como las obligaciones de los países exportadores e importadores a ese respecto. El Consejo dictará también disposiciones para la modificación de los registros o estados que lleve, incluso las necesarias para resolver cualquier controversia que se relacione con ellos.

9. Cada país exportador y cada país importador podrá gozar, en cuanto al cumplimiento de sus obligaciones, de un margen de tolerancia que el Consejo determinará para dicho país teniendo en cuenta la importancia de esas obligaciones y otros factores pertinentes.

10. El Consejo, a fin de que sus registros sean lo más completos posible y a los efectos del artículo 23, llevará además para cada año agrícola un registro separado de todas las transacciones especiales concertadas por cualquier país exportador o importador.

Articulo 17

Evaluación de las necesidades y disponibilidades de trigo

1. A más tardar el 1° de octubre, en el caso de los países del hemisferio septentrional, y el 1° de febrero, en el de los países del hemisferio meridional, cada país importador comunicará al Consejo la evaluación de las cantidades de trigo procedente de los países exportadores que necesitará importar en condiciones comerciales, en ese año agrícola. Posteriormente, cada país importador podrá comunicar al Consejo las modificaciones que desee introducir en su evaluación.

2. A más tardar el 1° de octubre, si se trata de los países del hemisferio septentrional, y el 1° de febrero, si se trata de los países del hemismeridional, cada país exportador comunicará al Consejo la evaluación del trigo de que dispondrá para la exportación en dicho año agrícola. Todo país exportador podrá comunicar posteriormente al Consejo las modificaciones que desee introducir en su evaluación.

3. Todas las evaluaciones comunicadas al Consejo se utilizarán para fines de la aplicación del presente Convenio y sólo podrán darse a conocer a los países exportadores y a los países importadores con arreglo a las condiciones que el Consejo pueda establecer. Las evaluaciones presentadas con arreglo a las disposiciones de este artículo no tendrán en modo alguno fuerza obligatoria.

4. Los países exportadores y los países importadores podrán cumplir libremente las obligaciones del presente Convenio por vías comerciales privadas o por otros medios. Ninguna disposición del presente Convenio podrá ser tomada como base para que un comerciante pretenda eludir el cumplimiento de leyes o reglamentos a los cuales pueda estar sujeto.

5. El Consejo podrá, a su arbitrio, exigir que los países exportadores e importadores colaboren para lograr que, en virtud del presente Convenio, se ponga a disposición de los países importadores, después del 31 de enero de cada año agrícola, una cantidad de trigo que no sea inferior al 10% de las cantidades básicas de los países exportadores en dicho año agrícola.

ARTICULO 18

Consultas

1. Para que un país exportador pueda evaluar la cuantía de sus obligaciones cuando haya de hacerse una declaración de precio máximo, y sin menoscabo de los derechos de que disfruta todo país importador, el país exportador podrá celebrar consultas con cualquier país importador respecto de la medida en que ese país importador ejercerá sus derechos en un año agrícola determinado, con arreglo a los artículos 4 y 5 del presente Convenio.

2. Todo país exportador o importador que encuentre dificultad para la venta o compra de trigo con arreglo al artículo 4 del presente Convenio podrá plantear su situación ante el Consejo. En este caso el Consejo, con objeto de solventar la situación de modo satisfactorio, celebrará consultas con el país exportador o importador interesado y podrá hacer las recomendaciones que estime apropiadas.

3. Si en un año agrícola, mientras se halle en vigor una declaración de precio máximo, un país importador encuentra dificultad para obtener, a precios que no excedan el precio máximo, el saldo de sus derechos, podrá plantear la situación ante el Consejo. En este caso, el Consejo examinará la situación y celebrará consultas con los países exportadores respecto del modo en que deberán cumplir sus obligaciones.

ARTICULO 19

Cumplimiento de obligaciones según los artículos 4 y 5

1. El Consejo, tan pronto como sea posible después de finalizar cada año agrícola, examinará el cumplimiento por los países exportadores e importadores de sus obligaciones según los artículos 4 y 5 del presente Convenio, durante ese año agrícola.

2. A los efectos de este examen, se tendrán en cuenta las tolerancias que establezca el Consejo con arreglo al párrafo 9 del artículo 16.

3. El Consejo, cuando un país importador lo solicite en relación con el cumplimiento de sus obligaciones en el año agrícola, podrá tomar en cuenta el equivalente en trigo de harina que haya comprado de otro país importador siempre que se pueda probar a satisfacción del Consejo que dicha harina procede en su totalidad de la molienda de trigo comprado de países exportadores según el Convenio.

4. Al examinar el cumplimiento por un país importador de sus obligaciones en el año agrícola,

a) El Consejo hará caso omiso de cualquier importación excepcional de trigo procedente de países que no sean exportadores, siempre que pueda probarse, a satisfacción del Consejo, que dicho trigo ha sido o será utilizado únicamente como forraje y que dicha importación no

se ha efectuado en detrimento de las cantidades que compra normalmente dicho país importador de los países exportadores. Toda decisión en virtud de este apartado deberá adoptarse por mayoría de los votos que tengan los países exportadores y mayoría de los votos que tengan los países importadores;

b) El Consejo hará caso omiso de toda importación, procedente de países que no son exportadores, de trigo desnaturalizado para su utilización como forraje, en forma aceptable para el Consejo.

5. El Consejo, cuando examine el cumplimiento por un país importador de sus obligaciones en el año agrícola, podrá también hacer caso omiso de cualquier compra de trigo durum hecha por dicho país importador de otros países importadores que tradicionalmente exportan trigo durum.

ARTICULO 20

Incumplimiento de obligaciones según los artículos 4 y 5

1. Si del examen efectuado de conformidad con el artículo 19, resulta que un país no ha cumplido las obligaciones que le incumben según los artículos 4 ó 5 del presente Convenio, el Consejo decidirá las medidas que hayan de adoptarse.

2. El Consejo, antes de adoptar una decisión con arreglo al presente artículo, dará al país exportador o importador de que se trate la ocasión de exponer los hechos que estime pertinentes.

3. Si el Consejo, por mayoría de los votos que tengan los países exportadores y por mayoría de los votos que tengan los países importadores, llega a la conclusión de que un país exportador o un país importador no ha cumplido sus obligaciones con arreglo a los artículos 4 ó 5, podrá, por una votación análoga, privar a dicho país de su derecho de voto por el período que el Consejo determine, reducir los demás derechos de dicho país en la medida que estime proporcionada al incumplimiento, o excluirlo de toda participación en el Convenio.

4. Las medidas que adopte el Consejo en virtud de este artículo no recirán en ningún caso la obligación del país de que se trate, en lo que respecta a sus contribuciones financieras al Consejo, salvo que se excluya a ese país de toda participación en el Convenio.

ARTICULO 21

Medidas en caso de grave perjuicio

1. Todo país exportador o importador que considere que sus intereses como parte en el presente Convenio han sido gravemente perjudicados por medidas de uno o más países exportadores o importadores que influyen en la ejecución del presente Convenio, podrá presentar la situación ante el Consejo. En este caso, el Consejo consultará inmediatamente a los países interesados para solventar la situación.

2. Si la situación no queda solventada como resultado de esas consultas, el Consejo puede remitirla al Comité Ejecutivo o al Comité Asesor sobre Equivalencias de Precios para que la estudien e informen con la mayor urgencia. Una vez recibido dicho informe, el Consejo estudiará deternidamente la situación y, por una mayoría de los votos que tengan los países exportadores y por una mayoría de los votos que tengan los países importadores, podrá hacer recomendaciones a los países interesados.

3. Si después de haberse o no adoptado medidas, según sea el caso, de conformidad con el párrafo 2 de este artículo, el país interesado estima que no se ha tratado satisfactoriamente la situación, puede pedir una exención al Consejo. El Consejo podrá, si lo estima conveniente, eximir a dicho país de una parte de sus obligaciones durante el año agrícola de que se trate. Para conceder una exención se necesitarán los dos tercios de los votos que tengan los países exportadores y los dos tercios de los votos que tengan los países importadores.

4. Si el Consejo no concede exención según el párrafo 3 del presente artículo y el país interesado aún considera que sus intereses como parte en el presente Convenio han sido gravemente perjudicados, puede retirarse del Convenio al final del año agrícola, comunicándoselo por escrito al Gobierno de los Estados Unidos de América. Si la situación se hubiera presentado al Consejo en un año agrícola y el Consejo terminara de examinar la solicitud de exención en el año agrícola siguiente, el país interesado podrá retirarse dentro de los 30 días siguientes a la terminación de dicho examen, enviando una comunicación.

Articulo 22

Controversias y reclamaciones

1. Toda controversia relativa a la interpretación o la aplicación del presente Convenio, salvo las que se refieran a la aplicación de los artículos 19 y 20, que no se resuelva por negociación, será sometida al Consejo, a petición de cualquier país que sea parte en la controversia, para que la decida.

2. Cuando una controversia sea sometida al Consejo, según lo dispuesto en el párrafo 1 del presente artículo, una mayoría de países, o un número de países que reúnan al menos un tercio del total de votos, podrá pedir al Consejo, después de estudiado a fondo el asunto, que, antes de adoptar una decisión, solicite la opinión de la junta asesora a que se refiere el párrafo 3 del presente artículo sobre las cuestiones objeto de la controversia.

3. a) A menos que el Consejo decida lo contrario por unanimidad, la junta asesora se compondrá de:

i) Dos personas designadas por los países exportadores, una de ellas con amplia experiencia en asuntos de la misma naturaleza

del que es objeto de la controversia, y otra que tenga autoridad y experiencia jurídicas;

ii) Dos personas de capacidad análoga designadas por los países importadores; y

iii) Un presidente elegido por unanimidad por las cuatro personas designadas conforme a lo dispuesto en los incisos i) y ii) o, en caso de desacuerdo, por el Presidente del Consejo.

b) Podrán ser elegidos para integrar la junta asesora los nacionales de países cuyos gobiernos sean parte en el presente Convenio. Las personas elegidas para dicha junta asesora actuarán a título personal y no recibirán instrucciones de ningún gobierno.

c) Los gastos de la junta asesora serán sufragados por el Consejo.

4. El dictamen de la junta asesora y las razones en que se funde serán comunicados al Consejo, el cual, después de examinar toda la información pertinente, dirimirá la controversia.

5. Toda reclamación en que se alegue que un país exportador o un país importador ha dejado de cumplir sus obligaciones con arreglo al presente Convenio, será remitida al Consejo, a petición del país que formule la reclamación, para que decida la cuestión.

6. Sin perjuicio de lo dispuesto en el artículo 20, no se decidirá que un país exportador o un país importador ha infringido el presente Convenio si no es por mayoría de votos de los países exportadores y por mayoría de votos de los países importadores. En toda conclusión de que un país exportador o un país importador ha infringido el presente Convenio se especificará la naturaleza de la infracción y, si la infracción entraña el incumplimiento por dicho país de las obligaciones que le incumben según los artículos 4 ó 5 del presente Convenio, la importancia de dicho incumplimiento.

7. Sin perjuicio de lo dispuesto en el artículo 20, si el Consejo llega a la conclusión de que un país exportador o un país importador ha infrigido el presente Convenio, podrá, por mayoría de votos de que disponen los países exportadores y por mayoría de votos de que disponen los países importadores, privar a dicho país de su derecho de voto hasta que cumpla sus obligaciones o excluirlo de toda participación en el Convenio.

PARTE V. EXAMEN ANUAL, CONSUMO Y UTILIZACION DEL TRIGO

ARTICULO 23

Examen anual de la situación triguera mundial

1. a) El Consejo, teniendo en cuenta las finalidades del presente Convenio, enunciadas en el artículo 1, examinará anualmente la situación triguera mundial e informará a los países exportadores y a los importadores acerca de las repercusiones que puedan tener en el comercio

internacional del trigo los hechos que se deduzcan de dicho examen, a fin de que los mencionados países tengan presentes dichas repercusiones al determinar y llevar a la práctica sus respectivas políticas nacionales agrícola y de precios.

b) El estudio se basará en la información de que se disponga acerca de la producción nacional de cada país, las existencias, los precios, las operaciones comerciales, incluso la colocación de excedentes de trigo y las transacciones especiales, así como en los demás hechos que parezcan pertinentes. Para facilitar este examen, el Consejo podrá completar dicha información con estudios efectuados en colaboración con cualquier país exportador o importador.

c) Los países exportadores y los países importadores, para ayudar al Consejo a examinar la colocación de excedentes de trigo, le comunicarán las medidas que adopten para garantizar la observancia de los siguientes principios: que, cuando sea posible, se trate de solventar los problemas que entraña dicha colocación procurando aumentar el consumo; que la colocación se efectúe de modo ordenado; y que, cuando se ofrezcan los excedentes de trigo en condiciones especiales, tales arreglos se hagan sin causar ningún grave menoscabo de las normas ordinarias de producción y de intercambio comercial internacional.

d) A los efectos del examen anual, todo país exportador o importador podrá someter al Consejo cualesquier información que estime pertinente para el logro de las finalidades del presente Convenio. El Consejo, cuando corresponda, tendrá en cuenta los datos así facilitados al proceder al examen anual.

2. A los efectos del presente artículo y del artículo 24, el Consejo tendrá debidamente en cuenta la labor realizada por la Organización de las Naciones Unidas para la Agricultura y la Alimentación y otras organizaciones intergubernamentales, sobre todo para evitar duplicación de actividades, y podrá, sin perjuicio de las disposiciones del párrafo 1 del artículo 34, adoptar disposiciones para obtener la colaboración en alguna de sus actividades de organizaciones intergubernamentales, así como de cualquier gobierno de un Estado Miembro de las Naciones Unidas o de los organismos especializados, que no sea parte en este Convenio y que tengan un interés primordial en el comercio internacional del trigo.

3. Ninguna de las disposiciones de este artículo menoscabará la completa libertad de acción de los países exportadores o importadores para determinar y orientar su política agrícola y de precios.

Artículo 24

Consumo y utilización del trigo

1. De ser conveniente, el Consejo examinará e informará a los países exportadores e importadores acerca de los medios que permitan incrementar el consumo del trigo. Con tal fin, el Consejo podrá

emprender, en colaboración con los países exportadores e importadores, estudios que abarcarán:

a) Los factores que afectan al consumo del trigo en diversos países, y

b) Los medios para lograr un incremento del consumo, especialmente en los países donde se compruebe que existe la posibilidad de mayor consumo.

Cualquier país exportador o importador podrá comunicar al Consejo cuanta información considere pertinente para la consecución de esta finalidad.

2. Reconociendo los problemas peculiares de los países en vías de desarrollo, los países exportadores e importadores deberán tener debidamente en cuenta el principio de que los excedentes de trigo habrán de ser eficazmente utilizados, siempre que sea posible, para elevar el nivel del consumo y ayudar al desarrollo económico general y de los mercados de los países en vías de desarrollo y con un bajo nivel de ingresos por persona. Cuando se ponga dicho trigo a disposición en condiciones especiales, los países exportadores e importadores interesados se obligarán a que estas operaciones se realicen sin perjuicio para las estructuras normales de la producción y del comercio internacional.

3. Todo país exportador o importador que ponga excedentes de trigo a disposición en condiciones especiales en virtud de un programa subvencionado por un gobierno, se obliga a facilitar rápidamente al Consejo información detallada sobre los acuerdos concertados, y a notificarle con regularidad los envíos que efectúe en virtud de dichos acuerdos.

PARTE VI. ADMINISTRACION GENERAL

Articulo 25

Constitución del Consejo

1. El Consejo Internacional del Trigo, creado por el Convenio Internacional del Trigo de 1949, continuará en funciones para la aplicación del presente Convenio y su composición, atribuciones y funciones serán las señaladas en el presente Convenio.

2. Los países exportadores y los países importadores serán miembros del Consejo con derecho a voto y podrán hacerse representar en sus reuniones por un delegado, suplentes y asesores.

3. Las organizaciones intergubernamentales a las que el Consejo decida invitar a cualquiera de sus reuniones podrán designar un representante sin derecho a voto para que asista a ellas.

4. El Consejo elegirá un Presidente y un Vicepresidente cuyo mandato durará un año agrícola. El Presidente no tendrá derecho a voto y tampoco el Vicepresidente cuando ejerza la presidencia.

5. El Consejo tendrá en el territorio de cada país exportador e importador, y en la medida que lo permita su legislación, la capacidad jurídica necesaria para ejercer las funciones que le asigna el presente Convenio.

ARTICULO 26

Atribuciones y funciones del Consejo

1. El Consejo dictará su reglamento.

2. El Consejo llevará los registros que requieran las disposiciones del presente Convenio, y podrá llevar los demás registros que estime convenientes.

3. El Consejo publicará un informe anual. Podrá publicar también cualquier otra información (en particular, su examen anual o cualquier parte o resumen de éste) referente a cuestiones que son objeto del presente Convenio.

4. Además de las atribuciones y funciones expuestas en el presente Convenio, el Consejo tendrá todas las demás atribuciones y desempeñará todas las demás funciones que sean necesarias para el cumplimiento de las disposiciones del presente Convenio.

5. El Consejo podrá delegar el ejercicio de cualquiera de sus atribuciones o funciones, por mayoría de dos tercios de los votos emitidos por los países exportadores y de dos tercios de los votos emitidos por los países importadores. El Consejo, por mayoría de los votos emitidos, podrá revocar en cualquier momento esa delegación. Sin perjuicio de las disposiciones del artículo 13, toda decisión adoptada en virtud de atribuciones o funciones delegadas por el Consejo según lo dispuesto en este párrafo, podrá ser revisada por el Consejo a solicitud de cualquier país exportador o cualquier país importador presentada dentro del plazo que el Consejo determine. Toda decisión respecto de la cual no se pida revisión en el plazo determinado, será obligatoria para todos los países exportadores e importadores.

6. Los países exportadores y los países importadores se comprometen a poner a disposición del Consejo y proporcionarle las estadísticas y la información que necesite para cumplir las funciones que le asigna el presente Convenio.

ARTICULO 27

Votos

1. Los votos a que tienen derecho en el Consejo las delegaciones de los diversos países exportadores, son los que se determinan en el anexo B.

2. Los votos a que tienen derecho en el Consejo las delegaciones de los diversos países importadores, son los que se determinan en el anexo C.

3. Todo país exportador podrá autorizar a otro país exportador, y todo país importador podrá autorizar a otro país importador, para que represente sus intereses y ejerza su derecho de voto en cualquier sesión o sesiones del Consejo. Deberá presentarse al Consejo prueba satisfactoria de dicha autorización.

4. Si en una sesión del Consejo un país importador o un país exportador no estuviera representado por un delegado acreditado y no hubiera autorizado a otro país, de conformidad con el párrafo 3 del presente artículo, para ejercer su derecho de voto, y si en la fecha de una sesión un país hubiese perdido sus votos, se hubiera visto privado de ellos, o los hubiere recuperado conforme a algunas de las disposiciones del presente Convenio, el total de los votos que puedan emitir los países exportadores se ajustará a una cifra igual al total de los votos que los países importadores puedan emitir en esa sesión, redistribuyéndolos entre los países exportadores en proporción a sus votos.

5. Cada vez que un país se adhiera al presente Convenio o se retire del mismo, el Consejo redistribuirá los votos determinados en el anexo B o en el anexo C, según corresponda, proporcionalmente al número de votos asignado a cada país que figure en el anexo.

6. Todo país exportador o importador tendrá por lo menos un voto, y no habrá votos fraccionarios.

Articulo 28

Sede, reuniones, quórum

1. La sede del Consejo será Londres, a menos que el Consejo disponga otra cosa por mayoría de votos emitidos por los países exportadores y por mayoría de votos emitidos por los países importadores.

2. El Consejo se reunirá al menos una vez en cada mitad de año agrícola y en las demás ocasiones que el Presidente decida.

3. El Presidente convocará a una reunión del Consejo si así lo piden: a) cinco países, b) uno o más países que reúnan por lo menos el 10% de la totalidad de los votos, o c) el Comité Ejecutivo.

4. Para constituir quórum en cualquier sesión del Consejo, será necesaria la presencia de delegados que tengan, antes de cualquier ajuste de votos que haya de efectuarse con arreglo al artículo 27, mayoría de votos de los países exportadores y mayoría de votes de los países importadores.

Articulo 29

Decisiones

1. El Consejo adoptará sus decisiones por mayoría de los votos emitidos, salvo cuando se disponga lo contrario en el presente Convenio.

2. Cada país exportador y cada país importador se compromete

a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convenio.

ARTICULO 30

Comité Ejecutivo

1. El Consejo constituirá un Comité Ejecutivo, que estará compuesto, a lo más, de cuatro países exportadores, elegidos anualmente por los países exportadores, y de ocho países importadores, elegidos anualmente por los países importadores. El Consejo nombrará el Presidente del Comité Ejecutivo, y podrá nombrar un Vicepresidente.

2. El Comité Ejecutivo será responsable ante el Consejo y actuará bajo su dirección general. Tendrá las atribuciones y funciones que se le asignan expresamente en el presente Convenio y las que el Consejo pueda delegarle de conformidad con el párrafo 5 del artículo 26.

3. Los países exportadores representados en el Comité Ejecutivo tendrán el mismo número total de votos que los países importadores. Los votos de los países exportadores en el Comité Ejecutivo se dividirán entre ellos según lo acuerden, siempre que ningún país exportador tenga más del 40% de la totalidad de los votos de los países exportadores. Los votos de los países importadores en el Comité Ejecutivo se dividirán entre ellos según lo acuerden, siempre que ningún país importador tenga más del 40% de la totalidad de los votos de los países importadores.

4. El Consejo dictará el reglamento para la votación en el Comité Ejecutivo y podrá dictar cualquier otra disposición acerca del reglamento del Comité Ejecutivo que estime apropiada. Para las decisiones del Comité Ejecutivo se necesitará la misma mayoría de votos que prescribe el presente Convenio para las decisiones del Consejo sobre asuntos de la misma índole.

5. Todo país exportador o todo país importador que no sea miembro del Comité Ejecutivo, podrá participar, sin derecho a voto, en el debate de cualquier asunto que estudie el Comité Ejecutivo, siempre que éste considere que están en juego los intereses de dicho país.

ARTICULO 31

Comité Asesor sobre Equivalencias de Precios

1. El Consejo creará un Comité Asesor sobre Equivalencias de Precios compuesto a lo más de representantes de cuatro países exportadores y de cuatro países importadores. El Presidente del Comité será nombrado por el Consejo.

2. El Comité Asesor examinará constantemente las condiciones prevalecientes en el mercado y, en particular, las oscilaciones de los precios, por lo que respecta al trigo e informará inmediatamente al Comité Ejecutivo cuando en su parecer deba hacerse una declaración de precio máximo según lo establecido en el artículo 13 o haya surgido,

o parezca probable que surja, una situación del tipo descrito en los párrafos 1 y 4 del artículo 14. El Comité Asesor, en ejercicio de las funciones que le atribuye este párrafo, tendrá en cuenta las exposiciones que le presenten los países exportadores o importadores.

3. El Comité Asesor dará su parecer según los artículos pertinentes del presente Convenio y acerca de aquellas otras cuestiones que el Consejo o el Comité Ejecutivo le remitan.

ARTICULO 32

La Secretaría

1. El Consejo dispondrá de una Secretaría compuesta de un Secretario Ejecutivo, que será el más alto funcionario administrativo del Consejo, y el personal que sea necesario para los trabajos del Consejo y de sus comités.

2. El Consejo nombrará al Secretario Ejecutivo, quien será responsable del cumplimiento por la Secretaría de las obligaciones que le incumben en la ejecución del presente Convenio, así como de las demás obligaciones que le asignen el Consejo y sus comités.

3. El personal será nombrado por el Secretario Ejecutivo de conformidad con el reglamento que dicte el Consejo.

4. Será condición del empleo del Secretario Ejecutivo y del personal, que no tengan interés financiero o que renuncien a todo interés financiero en el comercio del trigo, y que no soliciten ni reciban de ningún gobierno o de ninguna autoridad extraña al Consejo instrucciones en cuanto a las funciones que ejerzan con arreglo al presente Convenio.

ARTICULO 33

Disposiciones financieras

1. Los gastos de las delegaciones al Consejo, de los representantes en el Comité Ejecutivo y de los representantes en el Comité Asesor sobre Equivalencias de Precios, serán sufragados por sus respectivos gobiernos. Los demás gastos que sean necesarios para la ejecución del presente Convenio serán sufragados con las contribuciones anuales de los países exportadores y de los países importadores. La contribución de cada país para cada año agrícola será proporcional al número de sus votos en relación al total de votos de los países exportadores y de los países importadores al principio del año agrícola.

2. Una vez entrado en vigor el presente Convenio, el Consejo aprobará en su primera reunión su presupuesto para el período que terminará en 31 de julio de 1963 y determinará la contribución que ha de pagar cada país exportador y cada país importador.

3. El Consejo, en una reunión del segundo semestre de cada año agrícola, aprobará el presupuesto para el año agrícola siguiente y

determinará la contribución que pagará por dicho año agrícola cada país exportador y cada país importador.

4. La contribución inicial de todo país exportador o importador que se adhiera al presente Convenio según lo dispuesto en el párrafo 4 del artículo 35, será determinada por el Consejo sobre la base del número de votos que se le asignen y del período no transcurrido del año agrícola corriente, pero no se modificarán las contribuciones de los demás países exportadores e importadores ya determinadas para dicho año agrícola.

5. Las contribuciones serán exigibles desde el momento en que se las determine. Todo país exportador o importador que no pague su contribución en el término de un año a partir de la fecha en que se la determine, perderá su derecho de voto hasta que pague la contribución, pero no se le eximirá de las obligaciones que le incumben por el presente Convenio ni se le privará de ninguno de los derechos que le reconoce el presente Convenio, a menos que el Consejo así lo decida por mayoría de los votos que tengan los países exportadores y por mayoría de los votos que tengan los países importadores.

6. El Consejo publicará en cada año agrícola un balance comprobado de sus ingresos y gastos durante el año agrícola anterior.

7. El gobierno del país donde radica la sede del Consejo otorgará exención de impuestos sobre los sueldos que el Consejo abone a su personal, pero dicha exención no se aplicará necesariamente a los nacionales de aquel país. Otorgará también exención de impuestos sobre los haberes, ingresos y demás bienes del Consejo.

8. El Consejo, antes de su disolución, decidirá lo necesario para la liquidación de su activo y de su pasivo y la disposición de sus archivos.

Artículo 34

Cooperación con otras organizaciones intergubernamentales

1. El Consejo podrá hacer los arreglos convenientes para la consulta y la cooperación con los órganos competentes de las Naciones Unidas y de sus organismos especializados, y con otras organizaciones intergubernamentales.

2. Si el Consejo estima que cualquiera de las disposiciones del presente Convenio es incompatible en el fondo con las condiciones establecidas por las Naciones Unidas, sus órganos competentes y los organismos especializados para los convenios intergubernamentales sobre productos básicos, esa incompatibilidad se considerará como una circunstancia que se opone a la ejecución del presente Convenio, y se seguirá el procedimiento que se establece en los párrafos 3, 4 y 5 del artículo 36.

PARTE VII. DISPOSICIONES FINALES

ARTICULO 35

Firma, aceptación, adhesión y entrada en vigor

1. El presente Convenio quedará abierto a la firma de los gobiernos de los países que figuran en los anexos B y C, en Washington, desde el 19 de abril hasta el 15 de mayo de 1962 inclusive.

2. El presente Convenio estará sujeto a la aceptación de los gobiernos signatarios, de conformidad con sus respectivos procedimientos constitucionales. Sin perjuicio de lo dispuesto en el párrafo 8 del presente artículo, los instrumentos de aceptación se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 16 de julio de 1962.

3. El presente Convenio quedará abierto a la adhesión del gobierno de cualquier país de los que figuran en los anexos B y C. Sin perjuicio de lo dispuesto en el párrafo 8 de este artículo, los instrumentos de adhesión se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 16 de julio de 1962. No obstante, cualquiera de dichos gobiernos, si no obtiene una prórroga del plazo, de conformidad con el párrafo 8, y en todo caso después del 16 de julio de 1963, podrá adherirse al presente Convenio de conformidad con el párrafo 4 de este artículo.

4. El Consejo, por dos tercios de los votos emitidos por los países exportadores y dos tercios de los votos emitidos por los países importadores, podrá aprobar la adhesión al presente Convenio de cualquier gobierno de un Estado Miembro de las Naciones Unidas o de los organismos especializados o de cualquier gobierno que hubiera sido invitado a la Conferencia de las Naciones Unidas sobre el Trigo, 1962, y fijar las condiciones para dicha adhesión. En este caso, el Consejo determinará las cantidades básicas correspondientes, de conformidad con los artículos 12 y 15. La adhesión se llevará a efecto depositando un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

5. La Parte I y las Partes III a VII del presente Convenio entrarán en vigor el 16 de julio de 1962 y la Parte II el 1° de agosto de 1962 para aquellos gobiernos que hasta el 16 de julio de 1962 hayan aceptado el Convenio presente o se hayan adherido a él de conformidad con lo dispuesto en los párrafos 2 ó 3 del presente artículo, siempre que dichos gobiernos tengan al menos los dos tercios de los votos de los países exportadores y los dos tercios de los votos de los países importadores, conforme a la distribución establecida en los anexos B y C. Entrará en vigor para cualquier gobierno que posteriormente deposite un instrumento de aceptación o de adhesión en la fecha en que se efectúe dicho depósito.

6. A los efectos de la entrada en vigor del presente Convenio, de conformidad con el párrafo 5 de este artículo, la notificación que haga

cualquier gobierno signatario o cualquiera de los gobiernos autorizados a adherirse al presente Convenio, de conformidad con lo dispuesto en el párrafo 3 y que contenga el compromiso de procurar tan pronto como sea posible la aceptación del presente Convenio o la adhesión al mismo, de conformidad con sus procedimientos constitucionales, y que sea recibida por el Gobierno de los Estados Unidos de América a más tardar el 16 de julio de 1962, se considerará que surte los mismos efectos que un instrumento de aceptación o de adhesión. Queda entendido que el gobierno que envíe tal notificación aplicará provisionalmente el Convenio y será considerado, provisionalmente, como parte en el mismo hasta que deposite su instrumento de aceptación o de adhesión de conformidad con los párrafos 2 ó 3, o hasta que expire el término dentro del cual debió depositarse dicho instrumento.

7. Si el 16 de julio de 1962 no se han cumplido las condiciones establecidas en los párrafos anteriores para que el presente Convenio entre en vigor, los gobiernos de aquellos países que en esa fecha hayan aceptado el Convenio o se hayan adherido a él según lo dispuesto en los párrafos 2 ó 3 de este artículo, podrán decidir de común acuerdo que el mismo entrará en vigor entre ellos o bien tomar cualquier otra decisión que, a su parecer, requiera la situación.

8. Todo gobierno que no haya aceptado el presente Convenio o que no se haya adherido a él hasta el 16 de julio de 1962 inclusive, según lo dispuesto en los párrafos 2 ó 3 de este artículo, podrá obtener del Consejo una prórroga del plazo para depositar su instrumento de aceptación o de adhesión por un período que puede extenderse hasta el 16 de julio de 1963 inclusive.

9. Cuando para los fines de aplicación del presente Convenio, se haga referencia a países que figuran en los anexos B y C, los países cuyos gobiernos se hayan adherido al Convenio en las condiciones establecidas por el Consejo, según se dispone en el párrafo 4 del presente artículo, se estimará que figuran en el anexo correspondiente.

10. El Gobierno de los Estados Unidos de América comunicará cada firma y cada aceptación del presente Convenio, así como cada adhesión, a todos los gobiernos signatarios, y también todas las notificaciones que se hagan de conformidad con lo dispuesto en el párrafo 6 de este artículo.

Articulo 36

Duración, enmiendas y retiro

1. El presente Convenio permanecerá en vigor hasta el 31 de julio de 1965 inclusive.

2. El Consejo, en la fecha que estime oportuna, comunicará a los países exportadores y a los países importadores sus recomendaciones respecto a la renovación o a la sustitución del presente Convenio. El Consejo podrá invitar a los gobiernos de los Estados Miembros de las Naciones Unidas o de los organismos especializados que no sean parte

en el presente Convenio pero que tengan intereses importantes en el comercio internacional del trigo, a que participen en cualquiera de sus debates con arreglo al presente párrafo.

3. El Consejo, por mayoría de votos que tengan los países exportadores y por mayoría de votos que tengan los países importadores, podrá recomendar a los países exportadores y a los países importadores una enmienda al presente Convenio.

4. El Consejo podrá fijar el plazo dentro del cual cada país exportador y cada país importador deberá notificar al Gobierno de los Estados Unidos de América si acepta o no la enmienda. La enmienda entrará en vigor una vez aceptada por los países exportadores que reúnan dos tercios de los votos de los países exportadores y por los países importadores que reúnan dos tercios de los votos de los países importadores.

5. Todo país exportador o todo país importador que no haya notificado al Gobierno de los Estados Unidos de América la aceptación de una enmienda en la fecha en que dicha enmienda entre en vigor, podrá retirarse del presente Convenio al terminar el año agrícola corriente, después de transmitir por escrito al Gobierno de los Estados Unidos de América la notificación de retiro que el Consejo exija en cada caso, pero no por ello quedará eximido de ninguna de las obligaciones contraídas en virtud del presente Convenio y que no haya cumplido al finalizar el año agrícola. Todo país que se retire en estas condiciones no estará obligado por las disposiciones de la enmienda que ocasiona su retiro.

6. Todo país exportador que estime que sus intereses resultan gravemente perjudicados por la no participación en el presente Convenio de cualquier país que figure en el anexo C y represente al menos el 5% de los votos asignados en dicho anexo, o todo país importador que estime que sus intereses resultan gravemente perjudicados por la no participación en el presente Convenio de cualquier país que figure en el anexo B y represente al menos 5% de los votos asignados en dicho anexo, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América antes del 1° de agosto de 1962. Si el Consejo ha concedido una ampliación del plazo con arreglo al párrafo 8 del artículo 35, podrá notificarse el retiro, conforme al presente párrafo, antes de que transcurran 14 días de terminada la ampliación concedida.

7. Todo país exportador o todo país importador que estime que peligra su seguridad nacional por una ruptura de hostilidades, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América con 30 días de anticipación, o podrá solicitar previamente del Consejo la suspensión de alguna o de todas las obligaciones que le fija el presente Convenio.

8. Todo país exportador que estime que sus intereses resultan gravemente perjudicados por el retiro del presente Convenio de cualquier país que figure en el anexo C y represente al menos el 5% de los votos asignados en dicho anexo, o todo país importador que estime que sus

intereses resultan gravemente perjudicados por el retiro del presente Convenio de cualquier país que figure en el anexo B y represente al menos el 5% de los votos asignados en dicho anexo, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América antes de que transcurran 14 días del retiro del país al que se estime causante del grave perjuicio.

9. El Gobierno de los Estados Unidos de América comunicará a todos los gobiernos signatarios y a todos los gobiernos que se hayan adherido caulquier notificación o aviso que reciba en virtud de este artículo.

ARTICULO 37

Aplicación territorial

1. Todo gobierno, en el momento de firmar el presente Convenio, de aceptarlo o de adherirse al mismo, podrá declarar que sus derechos y obligaciones con arreglo al presente Convenio no se ejercitarán en relación con todos o con algunos de los territorios no metropolitanos cuya representación internacional ejerza.

2. Con excepción de los territorios respecto de los cuales se haya hecho una declaración de conformidad a lo dispuesto en el párrafo 1 de este artículo, los derechos y obligaciones de todo gobierno, derivados del presente Convenio, se aplicarán a todos los territorios no metropolitanos cuya representación internacional ejerza dicho gobierno.

3. Todo gobierno, en cualquier momento después de la aceptación del presente Convenio o de su adhesión a él, podrá declarar, mediante notificación al Gobierno de los Estados Unidos de América, que sus derechos y obligaciones derivados del Convenio se aplicarán en todos o en algunos de los territorios no metropolitanos respecto de los cuales haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1 de este artículo.

4. Todo gobierno, notificándolo al Gobierno de los Estados Unidos de América, podrá retirar del presente Convenio, por separado, todos o algunos de los territorios no metropolitanos cuya representación internacional ejerza.

5. A los efectos de la determinación de las cantidades básicas según el artículo 15 y de la redistribución de votos según el artículo 27, todo cambio en la aplicación del presente Convenio, de conformidad con este artículo, se considerará como un cambio en la participación en el presente Convenio, del modo que corresponda a la situación.

6. El Gobierno de los Estados Unidos de América comunicará a todos los gobiernos signatarios y a todos los gobiernos que se han adherido toda declaración y notificación que se efectúe con arreglo a lo dispuesto en este artículo.

EN FE DE LO CUAL los infrascritos, debidamente autorizados a este efecto por sus respectivos gobiernos, han firmado este Convenio en las fechas que aparecen frente a sus firmas.

Los textos del presente Convenio, en los idiomas español, francés, inglés y ruso, serán todos igualmente auténticos, quedando los originales depositados en los archivos del Gobierno de los Estados Unidos de América, quien transmitirá copia certificada de los mismos a cada uno de los gobiernos signatarios y de los gobiernos que se adhieran.

ANEXO A

Porcentajes de las obligaciones de los países importadores

Arabia Saudita	70
Austria	60
Bélgica y Luxemburgo	90
Brasil	30
Ceilán	80
Ciudad del Vaticano	100
Cuba	90
Federación de Rhodesia y Nyasalandia	90
Filipinas	80
India	70
Indonesia	70
Irán	80
Irlanda	90
Israel	60
Japón	85
Liberia	70
Libia	70
Nigeria	80
Noruega	90
Nueva Zelandia	90
Polonia	50
Portugal	85
Reino de los Países Bajos	90
Reino Unido	90
República Arabe Unida	30
República de Corea	90
República Dominicana	90
República Federal de Alemania	87½
Sudáfrica	90
Suiza	87
Venezuela	60

ANEXO B

Votos de los países exportadores

Argentina	70
Australia	125
Canadá	290
España	5
Estados Unidos de América	290
Francia	70
Italia	10
México	5
Suecia	10
Unión de Repúblicas Socialistas Soviéticas	125
Total	1.000

ANEXO C

Votos de los países importadores

Arabia Saudita	5
Austria	6
Bélgica y Luxemburgo	33
Brasil	28
Ceilán	12
Ciudad del Vaticano	1
Cuba	12
Federación de Rhodesia y Nyasalandia	6
Filipinas	22
India	20
Indonesia	6
Irán	4
Irlanda	11
Israel	6
Japón	154
Liberia	1
Libia	3
Nigeria	4
Noruega	18
Nueva Zelandia	14
Polonia	10
Portugal	9
Reino de los Países Bajos	70
Reino Unido	339

ANEXO C (Cont'd)

Votos de los países importadores (Cont'd)

República Arabe Unida	16
República de Corea	2
República Dominicana	2
República Federal de Alemania	139
Sudáfrica	10
Suiza	23
Venezuela	14
Total	1.000

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО ПШЕНИЦЕ 1962 г.

Правительства, подписавшие настоящее Соглашение,

принимая во внимание, что Международное соглашение по пшенице 1949 года пересматривалось и возобновлялось в 1953, 1956 и 1959 годах, и,

принимая во внимание, что срок действия Международного соглашения по пшенице 1959 года истекает 31 июля 1962 г. и что желательно заключить на последующий период новое соглашение,

договорились о нижеследующем:

Часть I - ОБЩИЕ ПОЛОЖЕНИЯ

СТАТЬЯ I

Цели

Целями настоящего Соглашения являются

а) обеспечивать поставки пшеницы и пшеничной муки для импортирующих стран и рынков сбыта пшеницы и пшеничной муки для экспортирующих стран по справедливым и устойчивым ценам;

b) способствовать расширению международной торговли пшеницей и пшеничной мукой и обеспечивать наиболее свободное развитие такой торговли в интересах как экспортирующих, так и импортирующих стран и содействовать таким образом развитию стран, народное хозяйство которых зависит от коммерческих продаж пшеницы;

c) преодолевать серьезные затруднения, возникающие у производителей и потребителей пшеницы в результате накопления обременительных избыточных запасов или острого недостатка пшеницы;

d) способствовать расширению использования и потребления пшеницы и пшеничной муки вообще, и в частности в развивающихся странах, для улучшения питания и здоровья населения этих стран, содействуя таким образом их развитию; и

e) в целом содействовать международному сотрудничеству в разрешении проблем мирового рынка пшеницы, учитывая влияние, которое имеет торговля пшеницей на стабильность рынков других сельскохозяйственных товаров.

СТАТЬЯ 2

Определения

I. Для целей настоящего Соглашения:

a) "Консультативный комитет по эквивалентам цен" означает комитет, учрежденный согласно статье 3I;

b) "Остаток обязательства" означает то количество пшеницы, которое экспортирующая страна обязана предоставить по цене, не превышающей максимальную, согласно статье 5, т.е. разницу между базисным количеством этой страны в отношении импортирующих стран и действительными коммерческими закупками импортирующих стран в этой стране за соответствующий период в данном сельскохозяйственном году;

c) "Остаток права" означает то количество пшеницы, которое импортирующая страна имеет право купить по цене, не превышающей максимальную, согласно статье 5, т.е. разницу между базисным количеством этой страны в отношении соответствующей экспортирующей страны или стран, в зависимости от контекста, и ее действительными коммерческими закупками в этих странах за соответствующий период в данном сельскохозяйственном году;

d) "Бушель" означает шестьдесят английских фунтов, или 27,2155 килограмма;

e) "Издержки по хранению" включают в себя расходы по складированию, кредитованию и страхованию пшеницы, находящейся на складе;

f) "Засвидетельствованная семенная пшеница" означает пшеницу, которая была официально засвидетельствована в качестве таковой согласно практике, принятой в данной стране происхождения, и которая соответствует утвержденным в этой стране стандартным спецификациям в отношении семенной пшеницы;

g) "КАФ" означает стоимость товара и фрахт;

h) "Совет" означает Международный совет по пшенице, созданный согласно Международному соглашению по пшенице 1949 года и сохраненный в соответствии со статьей 25;

i) "Сельскохозяйственный год" означает период с 1 августа по 31 июля;

j) "Базисное количество" означает:

i) в отношении экспортирующей страны - среднегодовые коммерческие закупки пшеницы в данной стране импортирующими странами за ряд лет, определяемых в соответствии со статьей 15;

ii) в отношении импортирующей страны - среднегодовые

коммерческие закупки в экспортирующих странах или в какой-то конкретной экспортирующей стране, в зависимости от контекста, в течение ряда лет, определяемых в соответствии со статьей I5;

k) "Исполнительный комитет" означает комитет, созданный согласно статье 30;

l) "Экспортирующая страна" означает, в зависимости от контекста, либо

i) Правительство страны, указанной в приложении B, которое приняло настоящее Соглашение или присоединилось к нему и не вышло из состава его участников, либо

ii) страну и ее территории, на которые распространяются права и обязательства ее Правительства по настоящему Соглашению;

m) "ФАК" означает справедливое среднее качество;

n) "ФОБ" означает франко борт океанское или морское судно, в зависимости от конкретного случая, а для французской пшеницы, поставляемой из портов на Рейне, - франко борт речное судно;

o) "Импортирующая страна" означает, в зависимости от контекста, либо

i) Правительство страны, указанной в Приложении C, которое приняло настоящее Соглашение или присоединилось к нему и не вышло из состава его участников, либо

ii) страну и ее территории, на которые распространяются права и обязательства ее Правительства по настоящему Соглашению;

p) "Торговые расходы" означают все обычные расходы по сбыту, фрахтованию и отправке;

q) "Максимальная цена" означает максимальные цены, указанные в статьях 6 или 7 или определенные согласно статьям 6 или 7, или одну из этих цен, в зависимости от контекста;

r) "Заявление о максимальной цене" означает заявление, сделанное в соответствии со статьей 13;

s) "Метрическая тонна", или 1.000 килограммов, означает 36,74371 бушеля;

t) "Минимальная цена" означает минимальные цены, указанные в статьях 6 или 7 или определенные согласно статьям 6 или 7, или одну из этих цен, в зависимости от контекста;

u) "Цены в установленных пределах" означают цены между минимальными и максимальными ценами, как это указано в статьях 6 или 7 или определено согласно статьям 6 или 7, включая минимальные, но исключая максимальные цены;

v) "Закупка" означает закупку для импорта пшеницы, экспортируемой или подлежащей экспорту из экспортирующей страны или из какой-либо другой неэкспортирующей страны, в зависимости от конкретного случая, или количество закупленной таким образом пшеницы, в зависимости от контекста.

В тех статьях настоящего Соглашения, в которых делается ссылка на закупку, следует понимать, что этот термин относится не только к сделкам между заинтересованными Правительствами, но и к сделкам между частными фирмами, а также между частной фирмой и заинтересованным Правительством. В данном случае термин "Правительство" означает Правительство любой территории, на которую права и обязательства любого Правительства, принимающего настоящее Соглашение или присоединяющегося к нему, распространяются согласно статье 37;

w) "Территория" в отношении экспортирующей или импортирующей страны означает любую территорию, на которую распространяются права и обязательства Правительства данной страны по настоящему Соглашению, согласно статье 37; и

x) "Пшеница" означает пшеницу в зерне любого вида, класса, типа или сорта и, за исключением статьи 6, пшеничную муку.

2. Все пересчеты на зерно закупок пшеничной муки должны производиться по эквивалентам на базе процента помола, указанного в контракте по договоренности между продавцом и покупателем. При отсутствии в контракте указания на такой эквивалент, если Совет не решит иначе, семьдесят две единицы веса пшеничной муки должны, для целей таких подсчетов, считаться равными ста единицам веса пшеницы в зерне.

СТАТЬЯ 3

Коммерческие закупки и специальные сделки

I. Коммерческой закупкой в контексте настоящего Соглашения является закупка, отвечающая данному в статье 2 определению и соответствующая обычной коммерческой практике в международной торговле, за исключением сделок, о которых речь идет в пункте 2 настоящей статьи.

2. Специальной сделкой в контексте настоящего Соглашения является такая сделка, которая, независимо от того, находятся ли цены в установленных пределах, включает особые условия, не соответствующие обычной коммерческой практике, в связи с участием в заключении такой сделки Правительства заинтересованной страны. К категории специальных сделок относятся следующие:

a) продажа на условиях кредита, при которой в результате участия правительства процентная ставка, срок платежа

или другие условия не соответствуют коммерческим ставкам, срокам или условиям, существующим на мировом рынке;

b) продажа, при которой пшеница оплачивается за счет займа, предоставленного Правительством экспортирующей страны для закупки пшеницы;

c) продажа с оплатой в валюте импортирующей страны, которая не обратима в валюту или товары для использования в экспортирующей стране;

d) продажа по торговым соглашянием, в которых предусматриваются особые платежные условия, включающие клиринговые расчеты с урегулированием кредитовых сальдо в двустороннем порядке путем обмена товарами, за исключением тех случаев, когда заинтересованные экспортирующая и импортирующая страны договариваются о том, что продажу следует считать коммерческой;

e) бартерные сделки,

   i) которые заключаются при участии Правительства и при которых пшеница предоставляется в товарообменные сделки по ценам иным, чем существующие на мировом рынке, или

   ii) которые заключаются в рамках государственных программ закупок, за исключением тех случаев, когда закупка пшеницы является предметом бартерной сделки, при которой страна конечного назначения не указана в первоначальном бартерном договоре;

f) предоставление пшеницы в порядке дара или закупки пшеницы из средств, безвозмездно предоставленных с этой целью экспортирующей страной;

g) любые другие определенные Советом категории сделок, включающие особые условия, не соответствующие обычной коммерческой практике, в связи с участием в заключении таких сделок Правительства заинтересованной страны.

3. Если Исполнительный секретарь или какая-либо экспортирующая или импортирующая страна ставит вопрос о том, является ли данная сделка коммерческой закупкой согласно определению пункта I настоящей статьи или специальной сделкой согласно определению пункта 2 настоящей статьи, решение выносится Советом.

ЧАСТЬ II - ПРАВА И ОБЯЗАТЕЛЬСТВА

СТАТЬЯ 4

Закупки по ценам в установленных пределах

I. Каждая импортирующая страна обязуется закупать по ценам в установленных пределах в течение любого сельскохозяйственного года в экспортирующих странах не менее такого количества пшеницы, которое в процентном отношении от ее общих коммерческих закупок указано для данной страны в приложении А, и производить все дополнительные коммерческие закупки пшеницы у экспортирующих стран также по ценам в установленных пределах, если только не находится в силе заявление о максимальной цене в отношении какой-либо экспортирующей страны; в таком случае применяются положения статьи 5.

2. Экспортирующие страны совместно обязуются предоставлять пшеницу для закупок импортирующим странам по ценам в установленных пределах в течение любого сельскохозяйственного года в количествах, достаточных для удовлетворения их коммерческих потребностей, если только не находится в силе заявление о максимальной цене в отношении одной из экспортирующих стран; в таком случае к этой стране применяются положения статьи 5.

3. Для целей настоящего Соглашения, за исключением положений, содержащихся в статье 5, любая пшеница, происходящая из экспортирующей страны в данном сельскохозяйственном году, закупленная у импортирующей страны другой импортирующей страной, будет рассматриваться как закупка, произведенная второй импортирующей страной в данной экспортирующей стране. Принимая во внимание положения статьи 19, этот пункт действителен и в отношении пшеничной муки, если только она происходит из соответствующей экспортирующей страны.

СТАТЬЯ 5

Закупки по максимальной цене

1. Если Совет делает заявление о максимальной цене в отношении какой-либо экспортирующей страны, то эта страна должна предоставить для закупок импортирующими странами по цене, не превышающей максимальную, остаток ее обязательства в отношении этих импортирующих стран. Размер этого остатка обязательства не должен превышать остатка права любой импортирующей страны в отношении всех экспортирующих стран.

2. Если Совет делает заявление о максимальной цене в отношении всех экспортирующих стран, то каждая импортирующая страна имеет право на время действия заявления о максимальной цене:

a) закупать у экспортирующих стран по ценам, не превышающим максимальную, ее остаток права в отношении всех экспортирующих стран; и

b) закупать пшеницу в любой другой стране; последнее не будет рассматриваться как нарушение пункта 1 статьи 4.

3. Если Совет делает заявление о максимальной цене в отношении одной или нескольких экспортирующих стран, но не в отношении

всех экспортирующих стран, то каждая импортирующая страна имеет право на время действия заявления о максимальной цене:

a) закупать пшеницу в соответствии с пунктом I настоящей статьи в одной или нескольких этих экспортирующих странах и закупать остаток ее коммерческих потребностей по ценам в установленных пределах в других экспортирующих странах;

b) закупать пшеницу в любой другой стране, и это не будет рассматриваться как нарушение пункта I статьи 4, в размере остатка права импорта в отношении этой одной или этих нескольких экспортирующих стран на дату заявления о максимальной цене при условии, что такой остаток не превышает ее остаток права в отношении всех экспортирующих стран.

4. Закупки любой импортирующей страной в какой-либо экспортирующей стране сверх остатка права этой импортирующей страны в отношении всех экспортирующих стран не уменьшают обязательства этой экспортирующей страны по настоящей статье. Положения пункта 3 статьи 4 применяются также к данной статье при условии что остаток права любой импортирующей страны в отношении всех экспортирующих стран не будет этим самым превышен.

5. При определении выполнения импортирующей страной процентного обязательства, установленного согласно пункту I статьи 4, в период действия заявления о максимальной цене, за исключением оговорок в параграфах 2 "b" и 3 "b" данной статьи,

a) принимаются во внимание закупки, производимые в любой экспортирующей стране, включая экспортирующую страну, в отношении которой было сделано заявление, и

b) совершенно не учитываются те закупки, которые произведены в какой-либо неэкспортирующей стране.

СТАТЬЯ 6

Цены на пшеницу

I. a) Базисными минимальной и максимальной ценами на период действия настоящего Соглашения являются

минимальная ..... I,62½долл.

максимальная .....2,02½долл.

в канадской валюте по паритету канадского доллара,установленному Международным валютным фондом на I марта 1949 года, за бушель пшеницы Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур. Базисные минимальные и максимальные цены и их эквиваленты, о которых будет упоминаться ниже, должны исключать такие издержки по хранению и торговые расходы, какие могут быть согласованы между покупателем и продавцом.

b) Действие положений о максимальных ценах не распространяется ни на твердую пшеницу, ни на засвидетельствованную семенную пшеницу.

c) Издержки по хранению, по согласовании между покупателем и продавцом, могут относиться за счет покупателя только после определенной даты, указанной в контракте о продаже пшеницы.

2. Эквивалентной максимальной ценой на пшеницу насыпью является:

a) для пшеницы Манитоба Северная № I на складе Ванкувер - максимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур;

b) для пшеницы Манитоба Северная № I на условиях ФОБ Порт Черчилль (провинция Манитоба) - цена, эквивалентная цене КАФ в стране назначения, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I

насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов;

c) для аргентинской пшеницы на складах в океанских портах - максимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, пересчитанная в аргентинскую валюту по существующему в данное время валютному курсу с учетом скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

d) для австралийской пшеницы ФАК на складах в океанских портах - максимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, пересчитанная в австралийскую валюту по существующему в данное время валютному курсу с учетом скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

e) для французской пшеницы по образцу или по описанию на условиях ФОБ французские порты или франко французская граница в зависимости от конкретного случая - цена, эквивалентная цене на условиях КАФ в стране назначения или цене КАФ в соответствующем порту для отправки в страну назначения, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

f) для итальянской пшеницы по образцу или по описанию на условиях ФОБ итальянские порты или франко итальянская граница,

в зависимости от конкретного случая, - цена, эквивалентная цене КАФ в стране назначения или цене КАФ в соответствующем порту для отправки в страну назначения, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

g) i) для мексиканской пшеницы по образцу или по описанию на условиях ФОБ порты Мексиканского залива или франко мексиканская граница, в зависимости от конкретного случая, - цена, эквивалентная цене КАФ в стране назначения, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

ii) для мексиканской пшеницы по образцу или по описанию на условиях склад мексиканские порты на Тихом океане -- максимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, пересчитанная в мексиканскую валюту по преобладающему в данное время валютному курсу с учетом скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

h) для испанской пшеницы по образцу или по описанию на условиях ФОБ испанские порты или франко испанская граница, в зависимости от конкретного случая, - цена, эквивалентная цене

КАФ в стране назначения или цене КАФ в соответствующем порту для отправки в страну назначения, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по соглавованию между соответствующей экспортирующей и импортирующей страной;

i) для шведской пшеницы по образцу или по описанию на условиях ФОБ шведские порты между Стокгольмом и Гетеборгом, включая оба эти порта, - цена, эквивалентная цене КАФ в стране назначения, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

j) для пшеницы Хеви Дарк Нортерн Спринг № I на условиях склад Дулут/оз. Верхнее - максимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, исчисленная с учетом преобладающего валютного курса, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

k) для пшеницы Хард Винтер № I на условиях ФОБ порты Мексиканского залива/порты атлантического побережья США - цена, эквивалентная цене КАФ в Соединенном Королевстве Великобритании и Северной Ирландии, исчисленная на основе максимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом

преобладающих в данное время транспортных расходов и валютных курсов, а также с учетом скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

l) для пшеницы Софт Уайт № I или Хард Винтер № I на условиях склад тихоокеанские порты США - максимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, исчисленная с учетом преобладающего валютного курса, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

m) для советской южной озимой пшеницы на условиях ФОБ черноморские или балтийские порты или франко советская граница, в зависимости от конкретного случая, - цена, эквивалентная цене КАФ в стране назначения, исчисленная на основе указанной в пункте I настоящей статьи максимальной цены на пшеницу Манитоба Северная №I насыпью на складе Форт Вильям/Порт Артур с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной.

3. Эквивалентной минимальной ценой на пшеницу насыпью для:

a) пшеницы Манитоба Северная № I ФОБ Ванкувер;

b) пшеницы Манитоба Северная № I ФОБ Порт Черчилль, провинция Манитоба;

c) аргентинской пшеницы ФОБ Аргентина;

d) пшеницы ФАК на условиях ФОБ Австралия;

e) мексиканской пшеницы по образцу или по описанию на условиях ФОБ мексиканские порты или франко мексиканская граница, в зависимости от конкретного случая;

f) пшеницы Хард Винтер № I ФОБ порты Мексиканского залива/порты атлантического побережья США;

g) пшеницы Софт Уайт № I или Хард Винтер № I ФОБ тихоокеанские порты США;

h) советской южной озимой пшеницы ФОБ черноморские или балтийские порты или франко советская граница, в зависимости от конкретного случая;

является соответственно:

цена ФОБ Ванкувер, Порт Черчилль, порты Аргентины, Австралии, Мексики, порты Мексиканского залива/порты атлантического побережья США, тихоокеанские порты США и черноморские и балтийские порты Союза Советских Социалистических Республик, эквивалентная цене КАФ в Соединенном Королевстве Великобритании и Северной Ирландии, исчисленная на основе минимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

i) для пшеницы Хеви Дарк Нортерн Спринг № I на условиях склад Дулут/оз.Верхнее - минимальная цена, указанная в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, исчисленная с учетом преобладающего валютного курса, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной;

j) французской пшеницы по образцу или по описанию на условиях ФОБ французские порты или франко французская граница, в зависимости от конкретного случая;

k) итальянской пшеницы по образцу или по описанию на условиях ФОБ итальянские порты или франко итальянская граница, в зависимости от конкретного случая;

l) испанской пшеницы по образцу или по описанию на условиях ФОБ испанские порты или франко испанская граница, в зависимости от конкретного случая;

m) шведской пшеницы по образцу или по описанию на условиях ФОБ шведские порты между Стокгольмом и Гетеборгом, включая оба эти порта;

является:

цена, эквивалентная цене КАФ в стране назначения или цене КАФ в соответствующем порту для поставки в страну назначения, исчисленная на основе минимальной цены, указанной в пункте I настоящей статьи на пшеницу Манитоба Северная № I насыпью на складе Форт Вильям/Порт Артур, с учетом преобладающих в данное время транспортных расходов и валютных курсов, а также скидки на разницу в качестве по согласованию между соответствующей экспортирующей и импортирующей страной.

4. В период, когда закрыта навигация между Форт Вильям/Порт Артур и канадскими портами атлантического побережья, эквивалентная максимальная и минимальная цены определяются, исходя только из озерных и железнодорожных перевозок пшеницы от Форт Вильям/Порт Артур до канадских портов, открытых для навигации зимой.

5. Исполнительный комитет может по консультации с Консультативным комитетом по эквивалентам цен определить эквиваленты минимальной и максимальной цен на пшеницу в других пунктах, кроме указанных выше, а также определить любые другие виды, классы, типы, категории и сорта пшеницы, кроме указанных в вышеприведенных

пунктах 2 и 3, и эквиваленты минимальной и максимальной цены для них; предусматривается, что в случае, если на какую-нибудь другую пшеницу эквивалент цен не был еще определен, минимальные и максимальные цены на нее временно устанавливаются на основе минимальной и максимальной цены в соответствии с определением видов, классов, типов, категорий и сортов, указанных в настоящей статье или впоследствии определенных Исполнительным комитетом по консультации с Консультативным комитетом по эквивалентам цен, которые наиболее близко подходят к описанным сортам пшеницы, путем соответствующей надбавки или скидки.

6. Если какая-либо экспортирующая или импортирующая страна заявит Исполнительному комитету,что какая-либо эквивалентная цена, установленная согласно пунктам 2, 3 или 5 настоящей статьи, не соответствует действительному эквиваленту в связи с изменениями текущих транспортных тарифов или валютных курсов, или рыночных надбавок, или скидок, то Исполнительный комитет должен рассмотреть этот вопрос и может по консультации с Консультативным комитетом внести такие поправки, которые он сочтет желательными.

7. При определении эквивалентов минимальных и максимальных цен, согласно пунктам 2, 3, 5 или 6 настоящей статьи, и при соблюдении положений статьи I6, относящихся к твердой пшенице и к засвидетельствованной семенной пшенице, не будет предоставляться никакой компенсации на разницу в качестве, в результате которой эквивалент минимальной и максимальной цены на пшеницу любого сорта был бы выше, чем базисная минимальная и максимальная цены на пшеницу, соответственно предусмотренные в пункте I.

8. В случае возникновения спора о том, в каком размере должны быть принята надбавка или скидка в соответствии с пунктами 5 и 6 настоящей статьи в отношении любого вида пшеницы, преду-

смотренного в пункте 2 или 3 или определенного согласно пункту 5 настоящей статьи, Исполнительный комитет по консультации с Консультативным комитетом по эквивалентам цен по просьбе соответствующей экспортирующей или импортирующей страны разрешает этот спор.

9. Все решения Исполнительного комитета на основании пунктов 5, 6 и 8 настоящей статьи являются обязательными для всех экспортирующих и импортирующих стран при условии, что любая из этих стран, которая сочтет для себя невыгодным любое такое решение, может просить Совет пересмотреть его.

СТАТЬЯ 7

Цены на пшеничную муку

I. Цены на пшеничную муку при коммерческих закупках будут считаться совместимыми с ценами на пшеницу, указанными в статье 6 или установленными в соответствии с этой статьей, если Совет не получит от какой-либо экспортирующей или импортирующей страны заявления о противном, подтвержденного соответствующей информацией; в этом случае Совет при содействии любых заинтересованных стран рассматривает данный вопрос и выносит решение относительно совместимости этих цен.

2. Совет может проводить в сотрудничестве с любыми экспортирующими и импортирующими странами исследования о соотношении цен на пшеничную муку и на пшеницу.

СТАТЬЯ 8

Страны, являющиеся одновременно экспортерами и импортерами пшеницы

I. На время действия настоящего Соглашения и в целях его применения страны, перечисленные в приложении В, рассматриваются в качестве экспортирующих,а страны, перечисленные в приложении С, рассматриваются в качестве импортирующих.

2. Любая страна, указанная в приложении С, которая предлагает пшеницу для закупок любой экспортирующей или импортирующей стране, предлагает ее по ценам в установленных пределах, за исключением денатурированной кормовой пшеницы, и избегает при этом любых действий, которые наносили бы ущерб осуществлению настоящего Соглашения.

3. Любая страна, указанная в приложении В, которая намерена

закупить пшеницу, стремится по мере возможности закупать требующееся ей количество у экспортирующих стран по ценам в установленных пределах и при удовлетворении своих потребностей избегать каких-либо действий, которые наносили бы ущерб осуществлению настоящего Соглашения.

ЧАСТЬ III - ПОРЯДОК РЕГУЛИРОВАНИЯ

СТАТЬЯ 9

Регулирование в случае низкого урожая

I. Любая экспортирующая страна, которая опасается, что вследствие низкого урожая она не сможет выполнить своих обязательств по настоящему Соглашению в каком-нибудь определенном сельскохозяйственном году, докладывает об этом Совету как можно раньше и просит Совет освободить ее частично или полностью от ее обязательства на данный сельскохозяйственный год. Заявление, представленное Совету в силу настоящего пункта, рассматривается безотлагательно.

2. Совет при рассмотрении просьбы страны об освобождении ее от обязательств согласно настоящей статье выясняет положение с пшеницей в экспортирующей стране, а также, в какой степени эта страна придерживалась принципа, согласно которому ей следует стремиться в максимально возможной степени предлагать для закупок пшеницу в целях выполнения обязательств по настоящему Соглашению.

3. Совет при рассмотрении просьбы об освобождении от обязательств согласно настоящей статье также учитывает значение того, чтобы экспортирующая страна придерживалась принципа, изложенного в пункте 2 настоящей статьи.

4. Если Совет находит, что заявление экспортирующей страны достаточно обосновано, он должен решить, в какой степени и на каких условиях эта страна освобождается от выполнения обязательств на соответствующий сельскохозяйственный год. Совет информирует эту экспортирующую страну о своем решении.

5. Если Совет решит, что экспортирующая страна освобождается на соответствующий сельскохозяйственный год полностью или частично от обязательств согласно статье 5, то Совет должен увеличить обязательства, т.е. базисные количества других экспор-

тирующих стран, до размеров, согласованных с каждой из этих стран. Если такие увеличения не компенсируют освобождений, данных по пункту 4 настоящей статьи, то Совет уменьшает права, т.е. базисные количества импортирующих стран, до необходимых размеров, согласованных с каждой из этих стран.

6. Если освобождение экмпортирующей страны от обязательств в соответствии с пунктом 4 настоящей статьи не может быть полностью возмещено мероприятиями, предпринятыми в соответствии с пунктом 5, то Совет пропорционально уменьшает права, т.е. базисные количества импортирующих стран, принимая во внимание уменьшение обязательств, произведенное согласно пункту 5.

7. Если обязательство, т.е. базисное количество экспортирующей страны, уменьшено в соответствии с пунктом 4 настоящей статьи, то такое уменьшение должно учитываться при установлении ее базисного количества и базисных количеств других экспортирующих стран в последующие сельскохозяйственные годы как закупленное в этой экспортирующей стране в соответствующем сельскохозяйственном году. При данных обстоятельствах Совет определяет, следует ли, и если необходимо, то таким образом, прибегать к какому-либо пересмотру базисных количеств импортирующих стран в последующие сельскохозяйственные годы в результате применения настоящего пункта.

8. Если право, т.е. базисное количество импортирующей страны, сокращено в соответствии с пунктом 5 или 6 настоящей статьи с целью компенсации освобождения, предоставленного экспортирующей стране в соответствии с пунктом 4, то размер такого сокращения базисного количества рассматривается как закупка, произведенная в данном сельскохозяйственном году в этой экспортирующей стране для целей установления базисного количества этой импортирующей страны в последующие сельскохозяйственные годы.

СТАТЬЯ IO

Регулирование в случае необходимости защиты платежного баланса или валютных резервов

I. Любая импортирующая страна, которая опасается, что необходимость защиты платежного баланса или валютных резервов возможно помешает ей выполнить свои обязательства по настоящему Соглашению в каком-нибудь определенном сельскохозяйственном году, докладывает об этом Совету как можно раньше и просит Совет освободить ее частично или полностью от ее обязательств на данный сельскохозяйственный год. Заявление, представленное Совету в силу настоящего пункта, рассматривается безотлагательно.

2. Если обращение в Совет делается на основании пункта I настоящей статьи, то Совет наряду со всеми другими обстоятельствами, которые будут признаны им относящимися к делу, обращается к Международному валютному фонду за заключением и принимает последнее во внимание, если это касается страны-члена Фонда, относительно самого факта существования и степени необходимости в такой защите, о которой говорится в пункте I.

3. Совет при рассмотрении просьбы страны об освобождении ее от обязательств согласно настоящей статье учитывает значение того, чтобы импортирующая страна придерживалась принципа, согласно которому ей следует стремиться в максимально возможной степени закупать пшеницу в целях выполнения ее обязательств по настоящему Соглашению.

4. Если Совет найдет, что заявление соответствующей импортирующей страны является достаточно обоснованным, то он решает, в какой степени и на каких условиях данная страна освобождается от выполнения своих обязательств на соответствующий сельскохозяйственный год. Совет информирует импортирующую страну о своем решении.

СТАТЬЯ II

Регулирование и дополнительные закупки в случае острой потребности в пшенице

I. Если возникло или предвидится возникновение острой потребности в пшенице на территории импортирующей страны, то эта страна может обратиться в Совет за содействием в отношении дополнительных поставок пшеницы. С целью облегчения чрезвычайного положения, создавшегося в связи с возникновением острой потребности в пшенице, Совет рассматривает в срочном порядке это обращение и выносит соответствующие рекомендации экспортирующим и импортирующим странам в отношении мер, которые должны быть ими предприняты.

2. При решении вопроса о том, какая должна быть вынесена рекомендация в связи с обращением импортирующей страны на основании предыдущего пункта, Совет учитывает фактические коммерческие закупки этой страны в экспортирующих странах или объем ее обязательств согласно статье 4 настоящего Соглашения в зависимости от обстоятельств.

3. Никакие меры, принятые экспортирующей или импортирующей страной во исполнение рекомендации, вынесенной на основании пункта I настоящей статьи, не влияют на базисные количества любой экспортирующей или импортирующей страны в последующие сельскохозяйственные годы.

СТАТЬЯ I2

Другие случаи регулирования

I. Экспортирующая страна может передать часть ее остатка обязательств другой экспортирующей стране, а импортирующая страна может передать часть ее остатка права другой импортирующей стране на какой-либо сельскохозяйственный год при условии одобрения Советом большинством голосов, поданных как экспортирующими, так и импортирующими странами.

2. Любая импортирующая страна может в любое время путем письменного уведомления Совета увеличить процент, который она взяла на себя по пункту I статьи 4, и это увеличение должно вступить в силу со дня получения Советом такого уведомления.

3. Любая импортирующая страна, которая считает, что ее интересы в отношении процентного обязательства, взятого ею согласно пункту I статьи 4 и приложению А, серьезно нарушены вследствие неучастия в настоящем Соглашении или выхода из него какой-либо страны, упомянутой в приложении В и имеющей не менее 5 процентов голосов, распределенных в приложении В, может путем письменного уведомления Совета просить о сокращении ее процентного обязательства. В таком случае Совет сокращает процентное обязательство данной импортирующей страны на долю, равную отношению между объемом ее максимальных годовых коммерческих закупок в течение ряда лет, установленных в статье I5, у конкретной неучаствующей или выходящей страны и ее базисным количеством в отношении всех стран, перечисленных в приложении В, и затем дополнительно сокращает этот пересмотренный процент путем вычитания 2,5 процентов.

4. Базисное количество любой страны, присоединяющейся к Соглашению на основании пункта 4 статьи 35 настоящего Соглашения,

должно быть учтено в случае необходимости путем увеличения или сокращения базисных количеств одной или нескольких экспортирующих или импортирующих стран в зависимости от обстоятельств. Такое регулирование может быть принято только с согласия той экспортирующей или импортирующей страны, базисное количество которой тем самым изменяется.

Часть IV - ОСУЩЕСТВЛЕНИЕ ПРАВ И ВЫПОЛНЕНИЕ ОБЯЗАТЕЛЬСТВ

СТАТЬЯ 13

Заявление о максимальной цене

1. Как только экспортирующая страна предоставит для продажи импортирующим странам какое-то количество пшеницы любого сорта, кроме твердой пшеницы и засвидетельствованной семенной пшеницы, по ценам не ниже максимальной, она уведомляет об этом Совет. По получении такого уведомления Имполнительный секретарь, действуя от имени Совета, делает, за исключением случаев, предусмотренных в пункте 4 настоящей статьи и пункте 4 статьи 16, соответствующее заявление, которое в настоящем Соглашении называется заявлением о максимальной цене. Исполнительный секретарь направляет заявление о максимальной цене всем экспортирующим и импортирующим странам как можно скорее после того, как оно было сделано.

2. Как только экспортирующая страна снова предоставит для продажи импортирующим странам пшеницу всех сортов (кроме твердой пшеницы и засвидетельствованной семенной пшеницы) по ценам, ниже максимальной, которая ранее предлагалась по цене, не ниже максимальной, она уведомляет об этом Совет. Вслед за этим Исполнительный секретарь, выступая от имени Совета, прекращает действие заявления о максимальной цене в отношении данной страны путем соответствующего дополнительного заявления. Исполнительный секретарь

направляет это заявление всем экспортирующим и импортирующим странам как можно скорее после того, как такое заявление было сделано.

3. Совет должен предусмотреть в своих правилах процедуры положения для осуществления пунктов I и 2 настоящей статьи, включая правила, определяющие дату вступления в силу заявлений, сделанных согласно настоящей статье.

4. Если в каком-либо случае, по мнению Исполнительного секретаря, экспортирующая страна не сделала уведомления на основании пунктов I или 2 настоящей статьи или сделала неправильное уведомление, Исполнительный секретарь созывает, не нарушая в последнем случае положений пунктов I или 2, заседание Консультативного комитета по эквивалентам цен. Если в каком-либо случае, по мнению Исполнительного секретаря, экспортирующая страна сделала уведомление на основании пункта I, но содержащиеся в нем факты не оправдывают заявления о максимальной цене, он такого заявления не делает и передает вопрос на рассмотрение Консультативного комитета. Если Консультативный комитет решит на основании настоящего пункта или в соответствии со статьей 3I, что заявление на основании пунктов I или 2 должно быть или не должно быть сделано или является неправильным в зависимости от конкретных обстоятельств, Исполнительный комитет, выступая от имени Совета, может соответственно сделать заявление или воздержаться от него, или отменить любое ранее сделанное заявление. Исполнительный секретарь возможно скорее направляет любое такое заявление всем экспортирующим и импортирующим странам или уведомляет их об отмене заявления.

5. Любое заявление, сделанное на основании настоящей статьи, конкретно указывает тот сельскохозяйственный год или те сельскохозяйственные годы, к которым это заявление относится и к которым соответственно настоящее Соглашение должно применяться.

6. Если какая-либо экспортирующая или импортирующая страна считает, что заявление на основании настоящей статьи должно быть сделано или не должно быть сделано в зависимости от конкретного случая, она может передать этот вопрос на рассмотрение Совета. Если Совет сочтет, что представление заинтересованной страны достаточно обосновано, то Совет соответственно делает заявление или отменяет ранее сделанное заявление. [1]

СТАТЬЯ I4

Мероприятия в условиях, когда цена на пшеницу находится на уровне минимальной цены или приближается к ней

I. Если какая-либо экспортирующая или импортирующая страна предоставляет экспортирующим или импортирующим странам для закупки пшеницу по ценам, не превышающим минимальную цену, или имеется вероятность возникновения такого положения, Исполнительный секретарь уведомляет Консультативный комитет по эквивалентам цен о создавшемся положении, сносится по рекомендации Комитета с заинтересованной страной и затем представляет доклад по данному вопросу Исполнительному комитету.

2. Если по изучении данного вопроса в свете соображений, высказанных Консультативным комитетом согласно пункту I настоящей статьи или согласно статье 3I, Исполнительный комитет сочтет, что заинтересованная страна, возможно, не выполняет возложенных на нее Соглашением обязательств в отношении минимальной цены, он сообщает об этом заинтересованной стране и может потребовать предоставления этой страной сообщения по данному вопросу для его

[1] Paragraph 7 of the Russian text was inadvertently omitted. It reads as follows:

7. Любое заявление, сделанное на основании пунктов 1, 2 или 4 настоящей статьи и отмененное в соответствии с настоящей статьей, должно рассматриваться как имеющее полную силу вплоть до даты его отмены, и такая отмена не должна лишать силы всего того, что было сделано на основании этого заявления до его отмены.

последующего рассмотрения Комитетом. Если, приняв во внимание объяснения, данные заинтересованной страной, Исполнительный комитет сочтет, что эта страна не выполняет возложенных на нее обязательств в отношении минимальной цены, он уведомляет об этом председателя Совета.

3. По получении от Исполнительного комитета такого уведомления председатель Совета созывает как можно скорее сессию Совета для рассмотрения данного вопроса. Совет может выносить в адрес экспортирующих и импортирующих стран рекомендации, которые по его мнению, необходимы в создавшейся обстановке.

4. Если Консультативный комитет по эквивалентам цен, регулярно наблюдая согласно статье 31 за конъюнктурой рынка, считает, что по причине значительного падения цены на пшеницу любого сорта сложилось или неминуемо сложится такое положение, которое, по всей вероятности, поставит под угрозу преследуемые Соглашением цели в отношении минимальной цены, или если Исполнительный секретарь, действуя по собственной инициативе или по просьбе какой-либо экспортирующей или импортирующей страны, обращает внимание Консультативного комитета на такое положение, последний немедленно уведомляет Исполнительный комитет о данных обстоятельствах. При этом Консультативный комитет обращает особое внимание на обстоятельства, которые привели или угрожают привести к значительному падению цены на любом рынке пшеницы по сравнению с минимальной ценой. Если он сочтет это необходимым, Исполнительный комитет информирует о создавшемся положении председателя Совета, который может созвать сессию Совета для рассмотрения данного вопроса. Совет может вынести в адрес экспортирующих и импортирующих стран рекомендации, которые, по его мнению, необходимы в сложившейся обстановке.

5. Давая Исполнительному комитету консультации и уведомляя его согласно пунктам 2 и 4 настоящей статьи, Консультативный комитет также вносит предложение относительно действий по определению скидок на различия в качестве, которые, по его мнению, целесообразно было бы предпринять в создавшейся обстановке.

СТАТЬЯ I5

Установление базисных количеств

I. Определенные в статье 2 базисные количества устанавливаются на каждый сельскохозяйственный год на основании среднегодовых коммерческих закупок в течение первых четырех сельскохозяйственных лет из непосредственно предшествовавших пяти сельскохозяйственных лет.

2. Перед началом каждого сельскохозяйственного года Совет устанавливает на данный сельскохозяйственный год базисное количество для каждой экспортирующей страны в отношении всех импортирующих стран и базисное количество для каждой импортирующей страны в отношении всех экспортирующих стран и в отношении каждой из этих стран в отдельности.

3. Базисные количества, установленные в соответствии с предыдущим пунктом, пересматриваются во всех случаях при изменении в составе участников данного Соглашения, принимая во внимание, в соответствующих случаях, условия, принятые Советом на основании статьи 35.

СТАТЬЯ I6

Регистрация

I. Для целей осуществления настоящего Соглашения Совет регистрирует за каждый сельскохозяйственный год все коммерческие закупки, производимые импортирующими странами во всех странах, а также закупки, производимые в экспортирующих странах.

2. Совет ведет регистрацию таким образом, чтобы в любое время в течение любого сельскохозяйственного года был бы известен остаток обязательств каждой экспортирующей страны в отношении всех импортирующих стран и остаток права каждой импортирующей

страны в отношении всех экспортирующих стран и в отношении каждой такой страны в отдельности. Заявления об остатках в сроки, установленные Советом, сообщаются всем экспортирующим и импортирующим странам.

3. Для целей пункта 2 настоящей статьи и пункта 2 статьи 4 коммерческие закупки, производимые какой-либо импортирующей страной у экспортирующей страны, регистрируемые Советом, вносятся в записи против обязательств экспортирующих и импортирующих стран на основании статей 4 и 5 или против обязательств, измененных на основании других статей настоящего Соглашения, если погрузка производится в данном сельскохозяйственном году и

a) в отношении импортирующих стран при закупках по ценам не ниже минимальной цены и

b) в отношении экспортирующих стран при закупках по ценам в установленных пределах, включая для целей статьи 5 максимальные цены.

Коммерческие закупки пшеничной муки, регистрируемые Советом, также вносятся в записи против обязательств экспортирующих и импортирующих стран на тех же условиях, если только цена пшеничной муки совместима с ценой на пшеницу в соответствии со статьей 7.

4. Если импортирующая страна и страна, предоставляющая пшеницу для закупок, договорятся об этом, закупки по ценам, превышающим максимальную цену, не рассматриваются как нарушение положения статей 4 и 5 и пункта 2 статьи 8 и вносятся против обязательств, если таковые имеются, заинтересованных стран. В отношении таких закупок у экспортирующей страны никакого заявления о максимальной цене не делается, и они никоим образом не влияют на обязательства данной заинтересованной экспортирующей страны по отношению к импортирующим странам согласно статье 4.

5. В отношении твердой пшеницы и засвидетельствованной семенной пшеницы любая закупка, регистрируемая Советом, также вносится в записи против обязательств экспортирующих и импортирующих стран на тех же условиях, независимо от того, превышает ли цена максимальную цену или нет.

6. При условии соблюдения положений пункта 3 настоящей статьи, Совет может разрешить регистрацию закупок за какой-либо сельскохозяйственный год, если

a) требуемый для погрузки период времени является по решению Совета разумным и не превышает одного месяца до начала или после окончания сельскохозяйственного года, и

b) соответствующие экспортирующие и импортирующие страны согласны с этим.

7. На период, в течение которого прекращается навигация между Форт Вильям/ Порт Артур и канадскими портами на атлантическом побережье, закупка, несмотря на положения пункта 4 статьи 6, подлежит регистрации Советом против обязательств данных заинтересованных экспортирующей и импортирующей стран в соответствии с настоящей статьей, если это относится к

a) канадской пшенице, которая полностью перевозится по железной дороге из Форт Вильям/Порт Артур в канадские порты на атлантическом побережье, или

b) пшенице, происходящей из США, которая, за исключением случаев перевозок, осуществляемых вне контроля со стороны покупателя и продавца, обычно перевозится по озерам и железной дороге к портам США на атлантическом побережье и которая, ввиду невозможности перевозки указанным путем, будет перевозиться только по железной дороге к портам США на атлантическом побережье,

при условии, что оплата дополнительных расходов по перевозке, вызываемых вышеуказанными причинами, согласована между покупателем и продавцом.

8. Совет должен выработать правила процедуры по сбору сведений и записи всех коммерческих закупок и специальных сделок. В этих правилах должны предусматриваться сроки и порядок извещения, а также обязанности экспортирующих и импортирующих стран в отношении предоставления таких сведений. В этих правилах процедуры Совет должен также предусмотреть положения по изменению любой записи или отчета, сделанного Советом, в том числе положения о порядке разрешения споров, возникающих в связи с этим.

9. Каждой экспортирующей и импортирующей стране может быть разрешено при выполнении ею своих обязательств некоторое отклонение, установленное для нее Советом, с учетом размера ее обязательств и других имеющих значение в данном случае факторов.

10. Для ведения наиболее полного учета и для целей статьи 23 Совет ведет также отдельную регистрацию на каждый сельскохозяйственный год всех специальных сделок, заключаемых любой экспортирующей или импортирующей страной.

СТАТЬЯ 17

Оценка спроса и предложения пшеницы

1. К 1 октября для стран Северного полушария и к 1 февраля для стран Южного полушария каждая импортирующая страна сообщает Совету свою оценку своих коммерческих потребностей в импорте пшеницы из экспортирующих стран в данном сельскохозяйственном году. В дальнейшем любая импортирующая страна может сообщать Совету о всех изменениях, которые она сочтет нужным внести в свою оценку.

2. К I октября для стран Северного полушария и к I февраля для стран Южного полушария каждая экспортирующая страна сообщает Совету свою оценку того количества пшеницы, которое она выделит для экспорта в данном сельскохозяйственном году. Любая экспортирующая страна может в дальнейшем сообщать Совету о всех изменениях, которые она сочтет нужным внести в свою оценку.

3. Все оценки, сообщаемые Совету, используются для целей осуществления настоящего Соглашения и могут предоставляться в распоряжение экспортирующих и импортирующих стран только на условиях, принятых Советом. Оценки, представленные в соответствии с настоящей статьей, ни в коем случае не являются обязывающими.

4. Экспортирующие и импортирующие страны могут выполнять свои обязательства по настоящему Соглашению через частные торговые каналы или иным способом. Ничто в настоящем Соглашении не должно истолковываться как освобождающее любое частное торговое предприятие из под действия любых законов или постановлений, которые распространяются в ином случае на эти торговые предприятия.

5. Совет может по своему усмотрению просить экспортирующие и импортирующие страны сотрудничать между собой, с тем чтобы гарантировать предоставление пшеницы в количестве, равном не менее десяти процентам базисных количеств экспортирующих стран в любом сельскохозяйственном году, для закупок импортирующими странами по настоящему Соглашению после 3I января этого сельскохозяйственного года.

СТАТЬЯ I8

Консультации

I. Чтобы облегчить задачу экспортирующей страны по оценке объема своих обязательств в том случае, если должно быть сделано заявление о максимальной цене, и при этом не нанести ущерба правам любой импортирующей страны, экспортирующая страна может консультироваться с импортирующей страной в отношении объема прав, которые последняя, согласно статьям 4 и 5, возьмет на себя в каком-то сельскохозяйственном году.

2. Любая экспортирующая и импортирующая страна, испытывающая затруднения в продажах или закупках пшеницы, производимых согласно статье 4, может передать этот вопрос на рассмотрение Совета. В этом случае Совет в целях удовлетворительного разрешения вопроса консультируется с любой заинтересованной экспортирующей или импортирующей страной и может вынести такие рекомендации, какие он считает необходимыми.

3. Если какая-либо импортирующая страна испытывает затруднения в осуществлении своих прав на покупку остатка в каком-либо сельскохозяйственном году по ценам, не превышающим максимальную в период действия заявления о максимальной цене, то она может передать вопрос на рассмотрение Совета. В этом случае Совет выясняет положение и консультируется с экспортирующими странами относительно способа выполнения ими своих обязательств.

СТАТЬЯ I9

Выполнение обязательств по статьям 4 и 5

I. По окончании каждого сельскохозяйственного года Совет рассматривает, как только это практически будет возможно, выполнение экспортирующими и импортирующими странами их обязательств, согласно статьям 4 и 5, за данный сельскохозяйственный год.

2. Для целей такого рассмотрения применяются отклонения от обязательств, установленные Советом на основании пункта 9 статьи I6.

3. По просьбе импортирующей страны Совет при рассмотрении выполнения этой страной своих обязательств в данном сельскохозяйственном году может принять во внимание муку в пересчете на зерно, закупленную ею из другой импортирующей страны, при условии, что Совет найдет, что такая мука была целиком получена из пшеницы, закупленной в рамках настоящего Соглашения из экспортирующих стран.

4. При рассмотрении выполнения обязательств любой импортирующей страной в данном сельскохозяйственном году:

a) Совет не учитывает необычный по своему характеру импорт пшеницы из неэкспортирующих стран, при условии, что Совет найдет, что такая пшеница использовалась или будет использоваться лишь в качестве кормов и что такой импорт не был произведен за счет количества, обычно закупаемого этой импортирующей страной в экспортирующих странах. Всякое решение согласно настоящему подпункту принимается большинством голосов экспортирующих и большинством голосов импортирующих стран;

b) Совет не учитывает импорт пшеницы из неэкспортирующих стран, которая денатурирована приемлемым для Совета способом для использования в качестве кормов.

5. При рассмотрении выполнения обязательств любой импортирующей страной в данном сельскохозяйственном году Совет может также не учитывать закупки твердой пшеницы, произведенные этой страной в любых импортирующих странах, которые являются традиционными экспортерами твердой пшеницы.

СТАТЬЯ 20

Нарушения по статьям 4 и 5

I. В случае, если при рассмотрении выполнения обязательств, произведенном согласно статье I9, оказывается, что какая-либо страна нарушает свои обязательства по статьям 4 или 5, то Совет решает, какие меры должны быть приняты.

2. До принятия решения согласно настоящей статье Совет дает возможность любой заинтересованной экспортирующей или импортирующей стране представлять любые факты, которые она считает относящимися к этому вопросу.

3. Если Совет большинством голосов экспортирующих стран и большинством голосов импортирующих стран установит, что какая-либо экспортирующая или импортирующая страна нарушила обязательства по статьям 4 или 5, то Совет может путем такого же голосования лишить соответствующую страну ее права голоса на период времени, определенный Советом, а также уменьшить ее другие права в степени, соразмерной, по его мнению, такому нарушению, или исключить эту страну из состава участников настоящего Соглашения.

4. Действия, предпринятые Советом на основании настоящей статьи, ни в коем случае не уменьшают обязательства соответствующей страны по уплате членских взносов в Совет, за исключением случая, когда страна исключена из состава участников настоящего Соглашения.

СТАТЬЯ 21

Меры в случае причинения серьезного ущерба

1. Если какая-либо экспортирующая или импортирующая страна считает, что ее интересам как участника настоящего Соглашения был причинен серьезный ущерб действиями одной или несколькими экспортирующими или импортирующими странами и эти действия нарушают осуществление Соглашения, она может поставить вопрос на рассмотрение Совета. Совет в данном случае немедленно консультируется с заинтересованными странами с тем, чтобы разрешить вопрос.

2. Если в результате таких консультаций вопрос остается неразрешенным, то Совет может передать его Исполнительному комитету или Консультативному комитету по эквивалентам цен для безотлагательного рассмотрения и доклада. По получении такого доклада Совет вновь рассматривает вопрос и большинством голосов экспортирующих стран и большинством голосов импортирующих стран может вынести рекомендации соответствующим странам.

3. Если заинтересованная страна считает, что вопрос был рассмотрен в недостаточной степени, независимо от того, были ли приняты Советом меры или нет, согласно пункту 2 настоящей статьи, она может обратиться в Совет с просьбой об освобождении ее от части обязательств по Соглашению. Совет может, если сочтет необходимым, освободить эту страну от части ее обязательств на указанный сельскохозяйственный год. Для такого решения требуется две трети голосов экспортирующих и две трети голосов импортирующих стран.

4. Если Совет не освобождает заинтересованную страну согласно пункту 3 настоящей статьи от части ее обязательств и если заинтересованная страна продолжает считать, что ей как

участнику настоящего Соглашения был нанесен серьезный ущерб, она может выйти из Соглашения в конце сельскохозяйственного года путем подачи письменного уведомления Правительству Соединенных Штатов Америки. Если вопрос был передан на рассмотрение Совета в одном сельскохозяйственном году, а Совет закончил рассмотрение вопроса об освобождении страны от части ее обязательств в следующем сельскохозяйственном году, то заинтересованная страна может выйти из Соглашения в течение 30 дней после окончании рассмотрения вопроса путем подачи аналогичного уведомления.

СТАТЬЯ 22

Споры и жалобы

I. Все споры относительно толкования или применения настоящего Соглашения, за исключением споров, возникающих в связи с положениями статей I9 и 20, которые не были урегулированы путем переговоров, передаются по просьбе любой участвующей в споре страны на разрешение Совета.

2. В любом случае, когда спор передается на основании пункта I настоящей статьи на разрешение Совета, большинство стран-участниц Соглашения или стран, имеющих не менее одной трети общего числа голосов, могут потребовать, чтобы Совет, после всестороннего обсуждения вопроса,до вынесения своего решения запрашивал по спорным вопросам мнение консультативной группы, о которой говорится в пункте 3.

3. а) Консультативная группа состоит, если Совет единогласно не вынесет иного решения, из:

1) двух экспертов, назначаемых экспортирующими странами, один из которых имеет большой опыт в вопросах, аналогичных данному спорному вопросу,

а другой имеет авторитет и опыт в области юриспруденции;

ii) двух таких же экспертов, назначаемых импортирующими странами; и

iii) председателя, единогласно избираемого четырьмя экспертами, назначаемыми в соответствии с подпунктами "i" и "ii", или, если они не придут к соглашению, председателем Совета.

b) Эксперты стран, Правительства которых участвуют в Соглашении, имеют право входить в состав консультативной группы. Эксперты, назначенные в консультативную группу, действуют от своего имени, не получая инструкций от какого-либо правительства.

c) Расходы консультативной группы оплачиваются Советом.

4. Заключение консультативной группы и его мотивировка представляются Совету, который после рассмотрения всей относящейся к данному спору информации, выносит свое решение по данному спору.

5. Любая жалоба о том, что какая-либо экспортирующая или импортирующая страна не выполнила своих обязательств по настоящему Соглашению, передается по просьбе страны, представляющей жалобу, Совету, который выносит решение по данному вопросу.

6. Согласно положениям статьи 20 ни одна экспортирующая или импортирующая страна не может быть признана нарушившей настоящее Соглашение, если это не будет признано большинством голосов экспортирующих и большинством голосов импортирующих стран. Всякое заявление о нарушении настоящего Соглашения экспортирующей или импортирующей страной должно содержать указание на характер нарушения и, если это нарушение касается обязательств данной

страны по статье 4 или 5, то и на степень такого нарушения.

7. Если Совет, на основании положений статьи 20, установит, что экспортирующая или импортирующая страна нарушила настоящее Соглашение, то он может большинством голосов экспортирующих стран и большинством голосов импортирующих стран лишить соответствующую страну ее права голоса до выполнения ею своих обязательств или исключить эту страну из числа участников настоящего Соглашения.

Часть V - ЕЖЕГОДНЫЕ ОБЗОРЫ, ПОТРЕБЛЕНИЕ И ИСПОЛЬЗОВАНИЕ ПШЕНИЦЫ

СТАТЬЯ 23

Ежегодный обзор положения на мировом рынке пшеницы

I. a) Руководствуясь целями настоящего Соглашения, изложенными в статье I, Совет составляет ежегодные обзоры положения на мировом рынке пшеницы и информирует экспортирующие и импортирующие страны о влиянии указанных в обзоре факторов на международную торговлю пшеницей, с тем чтобы эти страны могли иметь в виду это влияние при определении и проведении внутренней сельскохозяйственной политики и политики цен.

b) Обзор составляется на основании получаемой информации относительно национального производства, запасов, цен, торговли, включая сведения о сбыте излишков пшеницы и специальных сделках, потреблении и любой другой информации, которая может быть полезной для этой цели. Для облегчения составления этого обзора Совет может дополнять упомянутую информацию данными исследований, проводимых в сотрудничестве с любой экспортирующей или импортирующей страной.

c) В целях содействия составлению Советом обзора о сбыте излишков пшеницы экспортирующие и импортирующие страны информируют Совет о принятых ими мерах для обеспечения соблюдения принципов, согласно которым проблемы, связанные с таким сбытом, следует по возможности разрешать путем увеличения потребления, реализацию излишков производить организованно и при продаже излишков на особых условиях не наносить ущерба нормальной структуре производства и международной торговли, ведущейся на условиях коммерческих сделок.

d) Любая экспортирующая или импортирующая страна может для целей составления ежегодного обзора представлять Совету такую информацию, которую она считает необходимой для выполнения задач настоящего Соглашения. Представленная таким образом информация принимается во внимание Советом при составлении ежегодных обзоров.

2. В целях настоящей статьи, а также статьи 24 Совет уделяет должное внимание работе, проводимой Продовольственной и сельскохозяйственной организацией ООН, и работе других межправительственных организаций, с тем чтобы, в частности, избежать дублирования в работе, и может, не нанося ущерба общим положениям пункта 2 статьи 34, осуществлять желательное, с его точки зрения, сотрудничество с такими межправительственными организациями в различных областях своей деятельности. Совет может осуществлять сотрудничество также с правительствами стран-членов Организации Объединенных Наций или специализированных учреждений, не являющимися участниками настоящего Соглашения, но имеющими существенный интерес в международной торговле пшеницей.

3. Ничто в настоящей статье не наносит ущерба полной свободе действий любой экспортирующей или импортирующей страны в определении и проведении ее внутренней сельскохозяйственной политики, а также политики внутренних цен.

СТАТЬЯ 24

Потребление и использование пшеницы

I. Когда это необходимо, Совет изучает способы, позволяющие увеличить потребление пшеницы, и уведомляет о них экспортирующие и импортирующие страны. С этой целью Совет может проводить в сотрудничестве с экспортирующими и импортирующими странами исследования по следующим вопросам:

a) факторы, влияющие на потребление пшеницы в различных странах; и

b) средства расширения потребления в особенности в странах, в которых констатируется возможность увеличения потребления.

Любая экспортирующая или импортирующая страна может представлять Совету информацию, которую она считает полезной для достижения этой цели.

2. Признавая тот факт, что перед развивающимися странами стоят особые проблемы, экспортирующие и импортирующие страны должным образом учитывают принцип, согласно которому излишки пшеницы следует, по мере возможности, эффективно использовать в деле повышения уровня потребления и содействия общему экономическому развитию и расширению рынков развивающихся стран с низким уровнем дохода на душу населения. При продаже излишков пшеницы на особых условиях соответствующие экспортирующие и импортирующие страны обязуются не наносить ущерба нормальной

структуре производства и международной торговли, ведущейся на условиях коммерческих сделок.

3. Любая экспортирующая или импортирующая страна, которая предоставляет излишки пшеницы на особых условиях в рамках субсидируемой правительством программы, обязуется безотлагательно сообщать Совету подробные сведения о заключенных при этом соглашениях и регулярно информировать о произведенных в рамках этих соглашений поставках.

Часть VI - ОБЩИЕ АДМИНИСТРАТИВНЫЕ ПОСТАНОВЛЕНИЯ

СТАТЬЯ 25

Учреждение Совета

I. Международный совет по пшеницы, учрежденный на основании Международного соглашения по пшенице 1949 года, продолжает действовать в целях проведения в жизнь настоящего Соглашения; при этом его состав, полномочия и обязанности определяются настоящим Соглашением.

2. Каждая экспортирующая и импортирующая страна является членом Совета с правом голоса и может быть представлена на его заседаниях одним представителем, заместителем и советниками.

3. Совет может решить вопрос о приглашении на свои заседания по одному представителю без права голоса от межправительственных организаций.

4. Совет избирает председателя и заместителя сроком на один сельскохозяйственный год. Председатель не имеет права голоса, заместитель председателя также не имеет права голоса при исполнении обязанностей председателя.

5. Совет пользуется на территории каждой экспортирующей и импортирующей страны в соответствии с ее законодательством,

правоспобностью, которая необходима для выполнения им своих обязанностей, предусмотренных настоящим Соглашением.

СТАТЬЯ 26

Полномочия и обязанности Совета

I. Совет устанавливает свои правила процедуры.

2. Совет ведет такую документацию, которая необходима по условиям настоящего Соглашения, а также любую другую документацию, которую он сочтет желательной.

3. Совет публикует ежегодные доклады и может публиковать также любую другую информацию (включая, в частности, ежегодные обзоры, часть их или выводы из них) по вопросам, входящим в круг ведения настоящего Соглашения.

4. В дополнение к полномочиям и обязанностям, определенным настоящим Соглашением, Совет может иметь другие обязанности, которые необходимы для выполнения условий настоящего Соглашения.

5. Совет может большинством в две трети голосов экспортирующих стран и в две трети голосов импортирующих стран делегировать любые свои полномочия и обязанности. Совет может в любое время большинством поданных голосов взять назад такие делегированные полномочия и обязанности. Согласно положениям статьи I3, любое решение, принятое на основании делегированных Советом полномочий и обязанностей в соответствии с настоящим пунктом, подлежит пересмотру Советом любой экспортирующей или импортирующей страны в сроки,установленные Советом. Любое решение, в отношении которого в установленные Советом сроки не поступило просьбы о пересмотре, является обязательным для всех экспортирующих и импортирующих стран.

6. Для содействия выполнению Советом своих обязанностей по настоящему Соглашению экспортирующие и импортирующие страны обязуются предоставлять Совету статистические данные и различную информацию, которая необходима ему для этих целей.

СТАТЬЯ 27

Голоса

I. Число голосов, которыми располагают в Совете соответствующие делегации экспортирующих стран, указано в приложении В.

2. Число голосов, которыми располагают в Совете соответствующие делегации импортирующих стран, указано в приложении С.

3. Любая экспортирующая страна может уполномочить любую другую экспортирующую страну, и любая импортирующая страна может уполномочить любую другую импортирующую страну представлять ее интересы и осуществлять ее право на голосование на одном или нескольких заседаниях Совета. Соответствующим образом оформленная передача полномочий должна быть представлена Совету.

4. Если на каком-либо заседании Совета импортирующая или экспортирующая страна не представлена официальным представителем и не уполномочила другую страну осуществлять ее право на голосование в соответствии с пунктом 3 настоящей статьи и если к моменту какого-либо заседания какая-то страна утратила право голоса, была лишена его или вновь его приобрела в соответствии с каким-либо положением настоящего Соглашения, то общее число голосов экспортирующих стран должно быть уравнено с общим числом голосов импортирующих стран на данном заседании путем перераспределения среди экспортирующих стран пропорционально их голосам.

5. Каждый раз, когда какая-либо страна вступает в настоящее Соглашение или перестает быть его участником, Совет перераспределяет голоса в пределах той или иной группы стран, указанной в приложении B или C, пропорционально числу голосов каждой страны, входящей в соответствующую группу.

6. Ни одна экспортирующая или импортирующая страна не будет иметь менее одного голоса или голоса, выраженного в виде дроби.

СТАТЬЯ 28

Местопребывание, сессии и кворум

I. Местом пребывания Совета является Лондон, если только Совет не примет иного решения большинством голосов экспортирующих стран и большинством голосов импортирующих стран.

2. Совет собирается по крайней мере один раз в первой и один раз во второй половине сельскохозяйственного года и в любое иное время по решению председателя.

3. Председатель созывает сессию Совета по требованию: a) пяти стран или b) одной или нескольких стран, имеющих не менее IO процентов общего числа голосов, или c) Исполнительного комитета.

4. Присутствие представителей, располагающих большинством голосов экспортирующих стран, и представителей, располагающих большинством голосов импортирующих стран, до перераспределения голосов в соответствии со статьей 27 является необходимым для обеспечения кворума на любом заседании Совета.

СТАТЬЯ 29

Решения

I. За исключением случаев, когда в настоящем Соглашении предусматривается иное, решения Совета принимаются большинством голосов.

2. Каждая экспортирующая и импортирующая страна признает для себя обязательными все решения Совета, принятые в соответствии с положениями настоящего Соглашения.

СТАТЬЯ 30

Исполнительный комитет

I. Совет учреждает Исполнительный комитет. В состав Исполнительного комитета входит не более четырех экспортирующих стран, ежегодно избираемых экспортирующими странами, и не более восьми импортирующих стран, ежегодно избираемых импортирующими странами. Председатель Исполнительного комитета назначается Советом; Совет может назначить также заместителя председателя.

2. Исполнительный комитет ответственен перед Советом и проводит свою работу под общим его руководством. Он имеет такие полномочия и обязанности, которые четко определены для него в соответствии с настоящим Соглашением, а также другие полномочия и обязанности, которые Совет может ему делегировать согласно пункту 5 статьи 26.

3. Экспортирующие страны в Исполнительном комитете имеют общее число голосов, равное числу голосов импортирующих стран. Голоса экспортирующих стран в Исполнительном комитете распределяются по договоренности между ними, однако ни одна экспортирующая страна не должна иметь более сорока процентов общего количества голосов экспортирующих стран. Голоса импортирующих стран в Исполнительном комитете распределяются по договоренности

между ними, однако ни одна импортирующая страна не должна иметь более сорока процентов общего количества голосов импортирующих стран

4. Совет устанавливает правила процедуры в отношении голосования в Исполнительном комитете и может установить такие положения в отношении правил процедуры в Исполнительном комитете, какие он считает необходимыми. Решения Исполнительного комитета принимаются большинством голосов, как это предусматривается Соглашением в отношении Совета при рассмотрении аналогичных вопросов.

5. Любая экспортирующая или импортирующая страна, которая не является членом Исполнительного комитета, может принимать участие без права голоса в обсуждении любого вопроса, рассматриваемого Комитетом, во всех тех случаях, когда Комитет считает, что затрагиваются интересы этой страны.

СТАТЬЯ 31

Консультативный комитет по эквивалентам цен

1. Совет учреждает Консультативный комитет по эквивалентам цен в составе представителей не более четырех экспортирующих и не более четырех импортирующих стран. Председатель Консультативного комитета назначается Советом.

2. Консультативный комитет постоянно наблюдает за конъюнктурой рынка и, в частности, за движением цен на пшеницу и немедленно информирует Исполнительный комитет во всех тех случаях, когда, по его мнению, следует сделать заявление о максимальной цене согласно статье 13 или когда возникло положение или имеется вероятность возникновения такого положения, которое описано в пунктах 1 и 4 статьи 14. При выполнение своих обязанностей в соответствии с настоящим пунктом Консультативный комитет принимает во внимание любые представления любой экспортирующей или импортирующей страны.

3. Консультативный комитет дает консультации по вопросам, вытекающим из соответствующих статей настоящего Соглашения, а также по другим вопросам, которые Совет или Исполнительный комитет могут передать на его рассмотрение.

СТАТЬЯ 32

Секретариат

I. Совет имеет Секретариат, который состоит из Исполнительного секретаря, являющегося старшим должностным лицом, и такого штата сотрудников, который необходим для ведения работы Совета и его комитетов.

2. Совет назначает Исполнительного секретаря, который является ответственным за исполнение обязанностей, возложенных на Секретариат в связи с проведением в жизнь настоящего Соглашения, и за выполнение другой работы, которая поручается ему Советом или его комитетами.

3. Сотрудники Секретариата назначаются Исполнительным секретарем в соответствии с правилами, установленными Советом.

4. Условием для назначения Исполнительного секретаря и сотрудников Секретариата является отсутствие у них материальной заинтересованности в области торговли пшеницей или, если такая заинтересованность имеется, то отказ от нее, а также обязательство не испрашивать или не получать от какого бы то ни было правительства или от каких бы то ни было органов, не относящихся к Совету, инструкций относительно выполнения возложенных на них настоящим Соглашением обязанностей.

СТАТЬЯ 33

Финансовые вопросы

I. Расходы делегаций, входящих в состав Совета, представителей в Исполнительном комитете и представителей в Консультативном комитете по эквивалентам цен покрываются их соответствующими правительствами. Прочие расходы в связи с проведением в жизнь настоящего Соглашения покрываются путем ежегодных взносов экспортирующих и импортирующих стран. Взнос каждой участвующей страны за каждый сельскохозяйственный год определяется вначале соответствующего сельскохозяйственного года пропорционально числу ее голосов.

2. На своей первой сессии после вступления Соглашения в силу Совет утверждает бюджет на период до 3I июля I963 года и устанавливает размеры взносов каждой экспортирующей и импортирующей страны.

3. На сессии, проводимой во второй половине каждого сельскохозяйственного года, Совет утверждает свой бюджет на следующий сельскохозяйственный год и устанавливает размеры взносов каждой экспортирующей и импортирующей страны на этот сельскохозяйственный год.

4. Первоначальный взнос любой экспортирующей или импортирующей страны, присоединяющейся к настоящему Соглашению в соответствии с пунктом 4 статьи 35, устанавливается Советом на основании количества голосов, которыми эта страна будет располагать, и срока, остающегося до истечения текущего сельскохозяйственного года; причем взносы, установленные для других экспортирующих и импортирующих стран на текущий сельскохозяйственный год, остаются без изменений.

5. Взносы подлежат уплате немедленно после их установления. Любая экспортирующая или импортирующая страна, не сделавшая своего взноса в течение одного года с момента его установления, теряет право голоса до уплаты ею взноса, но не освобождается от обязательств по настоящему Соглашению и не лишается своих прав по настоящему Соглашению, если только Совет не решит иначе большинством голосов экспортирующих и большинством голосов импортирующих стран.

6. Каждый сельскохозяйственный год Совет публикует бухгалтерский отчет о поступлениях и расходах за истекший сельскохозяйственный год.

7. Правительство страны местопребывания Совета освобождает от налогообложения жалованье, выплачиваемое Советом своим сотрудникам, за исключением случаев, когда сотрудниками Совета являются граждане данной страны. Оно также освобождает от обложения налогами активы, доходы и прочую собственность Совета.

8. Перед прекращением своей деятельности Совет принимает надлежащие меры для ликвидации своих обязательств, а также своей документации и активов.

СТАТЬЯ 34

Сотрудничество с другими межправительственными организациями

I. Совет может принимать любые меры, которые он сочтет желательными для проведения консультаций и осуществления сотрудничества с соответствующими организациями Организации Объединенных Наций и ее специализированными учреждениями, а также с другими межправительственными организациями.

2. Если Совет сочтет, что какие-либо условия настоящего Соглашения несовместимы по своему характеру с требованиями, какие

могут быть установлены Организацией Объединенных Наций, ее соответствующими органами или специализированными учреждениями относительно межправительственных товарных соглашений, то такое несоответствие считается обстоятельством, мешающим осуществлению настоящего Соглашения, и в этом случае применяется процедура, предусмотренная в пунктах 3, 4 и 5 статьи 36.

ЧАСТЬ VII - ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ

СТАТЬЯ 35

Подписание, ратификация, присоединение и вступление в силу

I. Настоящее Соглашение будет открыто для подписания в Вашингтоне с I9 апреля I962 года по I5 мая I962 года включительно Правительствами стран, указанных в приложениях B и C.

2. Настоящее Соглашение подлежит ратификации подписавшими его Правительствами в соответствии с конституционным порядком в их странах. Согласно положениям пункта 8 настоящей статьи акты о ратификации сдаются на хранение Правительству Соединенных Штатов Америки не позднее I6 июля I962 года.

3. Настоящее Соглашение открыто для присоединения к нему Правительств любой страны, указанной в приложении B или C. Согласно положениям пункта 8 настоящей статьи акты о присоединении сдаются на хранение Правительству Соединенных Штатов Америки не позднее I6 июля I962 года. Тем не менее любое такое Правительство может, если ему не предоставлена отсрочка согласно пункту 8 и во всяком случае после I6 июля I962 года, присоединиться к настоящему Соглашению в соответствии с пунктом 4.

4. Совет может утвердить двумя третями голосов экспортирующих и двумя третями голосов импортирующих стран присоединение к настоящему Соглашению Правительства любого государства-

члена Организации Объединенных Наций или специализированных учреждений или любого Правительства, которое приглашалось на Конференцию Организации Объединенных Наций по пшенице в 1962 году, и определить условия такого присоединения; в этом случае Совет устанавливает соответствующее базисное количество согласно статьям 12 и 15. Присоединение вступает в силу после передачи акта о присоединении на хранение Правительству Соединенных Штатов Америки.

5. Часть I и части III-VII настоящего Соглашения вступят в силу 16 июля 1962 года, а часть II - 1 августа 1962 года в отношении тех Правительств, которые к этой дате сдадут на хранение акты о ратификации или присоединятся в соответствии с пунктом 2 или 3 настоящей статьи к Соглашению, при условии, что эти Правительства будут располагать не менее, чем двумя третями голосов экспортирующих стран и не менее, чем двумя третями голосов импортирующих стран, согласно распределению голосов, предусмотренному в приложениях B и C. Соглашение вступит в силу в отношении любого Правительства, которое ратифицирует или присоединится к нему впоследствии, в день сдачи на хранение такого акта о ратификации или присоединении.

6. Для целей вступления настоящего Соглашения в силу в соответствии с пунктом 5 настоящей статьи нотификация со стороны любого Правительства, подписавшего Соглашение, или Правительства, имеющего право согласно пункту 3 присоединиться к настоящему Соглашению, содержащая обязательство как можно скорее ратифицировать или присоединиться к настоящему Соглашению в соответствии с конституционными процедурами и полученная Правительством Соединенных Штатов Америки не позднее 16 июля 1962 года, считается равносильной акту о ратификации или присоединении. При этом

подразумевается, что Правительство, которое производит такую нотификацию, будет в предварительном порядке придерживаться этого Соглашения и будет условно рассматриваться в качестве его участника либо до тех пор, пока оно не сдаст на хранение акт о ратификации или присоединении в соответствии с пунктом 2 или 3, либо до истечения периода, в течение которого такой акт должен быть сдан на хранение.

7. Если к 16 июля 1962 года условия, указанные в пунктах 5 и 6 относительно вступления в действие настоящего Соглашения, не выполнены, то Правительства тех стран, которые к этой дате приняли или присоединились к данному Соглашению в соответствии с пунктом 2 или 3 настоящей статьи, могут решить по взаимному согласию, что оно вступит в силу в отношении их, или они могут предпринять какие-либо другие действия, которые по их мнению необходимы в связи с создавшимся положением.

8. Любому Правительству, не ратифицировавшему или не присоединившемуся к настоящему Соглашению к 16 июля 1962 года в соответствии с пунктом 2 или 3 настоящей статьи, Совет может продлить срок сдачи на хранение акта о ратификации или присоединении на любой период времени до 16 июля 1963 года включительно.

9. В тех случаях, когда для целей осуществления настоящего Соглашения делается ссылка на страны, перечисленные в приложениях B и C, любая страна, Правительство которой присоединилось к данному Соглашению на условиях, определенных Советом в соответствии с пунктом 4 настоящей статьи, рассматривается в качестве одной из стран, перечисленных в соответствующем приложении.

10. Правительство Соединенных Штатов Америки будет уведомлять все подписавшие или присоединившиеся к Соглашению правительства о каждом случае подписания, ратификации или присоеди-

нения к Соглашению и о всех нотификациях, произведенных в соответствии с пунктом 6 настоящей статьи.

СТАТЬЯ 36

Срок действия, изменение и выход

I. Настоящее Соглашение остается в силе до 3I июля I965 года включительно.

2. Тогда, когда Совет сочтет необходимым, он сообщит экспортирующим и импортирующим странам свои рекомендации относительно возобновления или замены настоящего Соглашения. Совет может пригласить любое Правительство государства-члена Организации Объединенных Наций или специализированных учреждений, не являющегося участником настоящего Соглашения, но существенно заинтересованного в международной торговле пшеницей, участвовать в любом обсуждении, проводимом Советом согласно настоящему пункту.

3. Совет может большинством голосов экспортирующих стран и большинством голосов импортирующих стран рекомендовать экспортирующим и импортирующим странам внести изменение в настоящее Соглашение.

4. Совет может установить время, в течение которого каждая экспортирующая и импортирующая страна должна сообщить Правительству Соединенных Штатов Америки, принимает ли она такое изменение или нет. Изменение вступает в силу после его принятия двумя третями голосов экспортирующих и двумя третями голосов импортирующих стран.

5. Любая экспортирующая и импортирующая страна, не сообщившая Правительству Соединенных Штатов Америки о своем принятии изменения к дате, на которую такое изменение вступает в силу, может выйти из настоящего Соглашения в конце сельско-

хозяйственного года после представления письменного уведомления Правительству Соединенных Штатов Америки, как того может потребовать Совет; однако этим самым такая страна не освобождается от всех тех обязательств по настоящему Соглашению, которые не были выполнены в течение данного сельскохозяйственного года. Любая такая страна, выходящая из Соглашения, не связана положениями поправки, обусловившей ее выход.

6. Любая экспортирующая страна, которая считает, что ее интересы серьезно нарушены вследствие неучастия в настоящем Соглашении какой-либо страны, упомянутой в приложении С и располагающей не менее пяти процентов голосов согласно этому приложению, или любая импортирующая страна, которая считает, что ее интересы серьезно нарушены вследствие неучастия в настоящем Соглашении какой-либо страны, упомянутой в приложении В и располагающей не менее пяти процентов голосов согласно этому приложению, может выйти из состава участников настоящего Соглашения путем письменного уведомления о своем выходе Правительства Соединенных Штатов Америки до I августа 1962 года. Если Советом был продлен срок согласно пункту 8 статьи 35, уведомление о выходе в соответствии с этим пунктом может быть подано в течение 14 дней после срока, продленного Советом.

7. Если какая-либо экспортирующая или импортирующая страна считает, что имеется угроза ее национальной безопасности вследствие военных действий, то она может выйти из состава участников настоящего Соглашения, сделав за 30 дней письменное уведомление о своем выходе Правительству Соединенных Штатов Америки, или может сначала обратиться в Совет с просьбой приостановить частично или полностью ее обязательства по настоящему Соглашению.

8. Любая экспортирующая страна, которая считает, что ее интересы серьезно нарушены вследствие выхода из настоящего Соглашения какой-либо страны, упомянутой в приложении С и располагающей не менее пяти процентов голосов по этому приложению, и любая импортирующая страна, которая считает, что ее интересы серьезно нарушены вследствие выхода из настоящего Соглашения какой-либо страны, упомянутой в приложении В и располагающей не менее пяти процентов голосов по этому приложению, может выйти из состава участников Соглашения путем письменного уведомления о своем выходе Правительства Соединенных Штатов Америки в течение I4 дней после выхода из состава участников той страны, действие которой рассматривается в качестве причины такого серьезного нарушения интересов.

9. Правительство Соединенных Штатов Америки будет сообщать всем Правительствам, подписавшим Соглашение или присоединившимся к нему, о каждой нотификации и уведомлении, полученных в соответствии с настоящей статьей.

СТАТЬЯ 37

Территориальное применение

I. Каждое Правительство при подписании, ратификации или присоединении к настоящему Соглашению может заявить о том, что его права и обязательства по Соглашению не распространяются на все территории, расположенные вне метрополии, или некоторые из них, за международные отношения которых оно является ответственным.

2. За исключением территорий, в отношении которых сделано заявление в соответствии с пунктом I настоящей статьи, права и обязательства любого Правительства по настоящему Соглашению

применяются в отношении всех территорий, расположенных вне метрополии, за международные отношения которых оно является ответственным.

3. Любое Правительство может в любое время после принятия или присоединения к настоящему Соглашению путем уведомления Правительства Соединенных Штатов Америки заявить, что его права и обязательства по Соглашению распространяются на все или некоторые территории вне метрополии, в отношении которых оно сделало заявление в соответствии с пунктом I настоящей статьи.

4. Любое Правительство может посредством уведомления о выходе, сделанного Правительству Соединенных Штатов Америки, выйти из состава участников настоящего Соглашения в отношении всех или некоторых территорий вне метрополии, за международные отношения которых оно является ответственным.

5. Для целей установления базисных количеств согласно статье I5 и перераспределения голосов согласно статье 27 любое изменение в применении настоящего Соглашения в соответствии с настоящей статьей рассматривается как изменение в составе участников настоящего Соглашения и осуществляется в порядке, отвечающем конкретной обстановке.

6. Правительство Соединенных Штатов Америки будет сообщать всем Правительствам, подписавшим Соглашение или присоединившимся к нему, о всех заявлениях или уведомлениях, сделанных согласно настоящей статье.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должным образом на то уполномочены своими соответствующими Правительствами, подписали настоящее Соглашение в дни, указанные против их подписей.

Тексты настоящего Соглашения на английском, французском, русском и испанском языках являются аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассылает заверенные копии каждому подписавшему или присоединившемуся Правительству.

Приложение А

Процентные обязательства импортирующих стран

Австрия	60
Бельгия и Люксембург	90
Бразилия	30
Ватикан	100
Венесуэла	60
Доминиканская Республика	90
Израиль	60
Индия	70
Индонезия	70
Иран	80
Ирландия	90
Куба	90
Корейская Республика	90
Королевство Нидерландов	90
Либерия	70
Ливия	70
Новая Зеландия	90
Нигерия	80
Норвегия	90
Объединенная Арабская Республика	30

Польша	50
Португалия	85
Саудовская Аравия	70
Соединенное Королевство	90
Федерация Родезии и Ньясаленда	90
Федеративная Республика Германии	87½
Филиппины	80
Цейлон	80
Швейцария	87
Южно-Африканская Республика	90
Япония	85

Приложение B

Голоса экспортирующих стран

Аргентина	70
Австралия	I25
Италия	I0
Испания	5
Канада	290
Мексика	5
Союз Советских Социалистических Республик	I25
Соединенные Штаты Америки	290
Франция	70
Швеция	I0
Всего	I.000

Приложение С

Голоса импортирующих стран

Австрия	6
Бельгия и Люксембург	33
Бразилия	28
Ватикан	I
Венесуэла	I4
Доминиканская Республика	2
Индия	2C
Индонезия	6
Иран	4
Ирландия	II
Израиль	6
Куба	I2
Корейская Республика	2
Королевство Нидерландов	70
Либерия	I
Ливия	3
Новая Зеландия	I4
Нигерия	4
Норвегия	I8
Объединенная Арабская Республика	I6
Польша	I0

Португалия	9
Саудовская Аравия	5
Соединенное Королевство	339
Федеративная Республика Германии	139
Федерация Родезии и Ньясаленда	6
Филиппины	22
Цейлон	12
Швейцария	23
Южно-Африканская Республика	10
Япония	154
Всего	1.000

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

May 15, 1962

FOR AUSTRALIA:
POUR L'AUSTRALIE:
POR AUSTRALIA:
ЗА АВСТРАЛИЮ:

Howard Beale
May 14. 1962.

FOR AUSTRIA:
POUR L'AUTRICHE:
POR AUSTRIA:
ЗА АВСТРИЮ:

Wilfried Platzer.
14th of May 1962.

FOR BELGIUM AND LUXEMBOURG:
POUR LA BELGIQUE ET LE LUXEMBOURG:
POR BELGICA Y LUXEMBURGO:
ЗА БЕЛЬГИЮ И ЛЮКСЕМБУРГ:

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

Miguel A. Ozorio de Almeida
May 11, 1962

TIAS 5115

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

C S A. Ritchie
May 11, 1962.

FOR CEYLON:
POUR CEYLAN:
POR CEILAN:
ЗА ЦЕЙЛОН:

FOR CUBA:
POUR CUBA:
POR CUBA:
ЗА КУБУ:

May 15, 1962

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:
POR LA REPUBLICA DOMINICANA:
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ:

Mario Rodriguez
May 15, 1962

FOR FRANCE:
POUR LA FRANCE:
POR FRANCIA:
ЗА ФРАНЦИЮ:

Henri Alphand
May 14, 1962.

TIAS 5115

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
POR LA REPUBLICA FEDERAL DE ALEMANIA:
ЗА ФЕДЕРАЛЬНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:

May 11, 1962.

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

May 14, 1962.

FOR INDONESIA:
POUR L'INDONESIE:
POR INDONESIA:
ЗА ИНДОНЕЗИЮ:

15/5 '62.

FOR IRAN:
POUR L'IRAN
POR IRAN
ЗА ИРАН:

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

May 14, 1962.

TIAS 5115

FOR ISRAEL:
POUR ISRAEL:
POR ISRAEL:
ЗА ИЗРАИЛЬ:

May 14th, 1962

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

May 14 1962

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

Eichiro Ogata

May 11, 1962

FOR THE REPUBLIC OF KOREA:
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA:
ЗА КОРЕЙСКУЮ РЕСПУБЛИКУ:

May 14. 1962.

FOR LIBERIA:
POUR LE LIBERIA:
POR LIBERIA:
ЗА ЛИБЕРИЮ:

May 15, 1962

FOR LIBYA
POUR LA LIBYE
POR LIBIA:
ЗА ЛИВИЮ:

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

Mayo 18/962.

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
POR EL REINO DE LOS PAISES BAJOS:
ЗА КОРОЛЕВСТВО НИДЕРЛАНДОВ:

In view of the equality under public law existing between the Netherlands, Surinam and the Netherlands Antilles, the expression "non-metropolitan" used in the Agreement shall, as far as the Kingdom of the Netherlands is concerned, lose its original meaning and be taken to mean "non-European".

J.H. van Roijen.
May 14th 1962.

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZELANDE:
POR NUEVA ZELANDIA:
ЗА НОВУЮ ЗЕЛАНДИЮ:

15 May, 1962

TIAS 5115

FOR NIGERIA:
POUR LA NIGERIA:
POR NIGERIA:
ЗА НИГЕРИЮ:

J M Wachi
10th May 1962

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVEGE:
POR EL REINO DE NORUEGA:
ЗА НОРВЕГИЮ:

Paul Koht
8 May 1962

FOR THE REPUBLIC OF THE PHILIPPINES:
POUR LA REPUBLIQUE DES PHILIPPINES:
POR LA REPUBLICA DE FILIPINAS:
ЗА ФИЛИППИНЫ:

Emilio Abello
11 May 1962

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

FOR PORTUGAL:
POUR LE PORTUGAL:
POR PORTUGAL:
ЗА ПОРТУГАЛИЮ:

Pedro Theotonio Pereira
May 14 1962

TIAS 5115

FOR THE FEDERATION OF RHODESIA AND NYASALAND:
POUR LE FEDERATION DE LA RHODESIA ET DU NYASSALAND:
POR LA FEDERACION DE RHODESIA Y NYASALANDIA:
ЗА ФЕДЕРАЦИЮ РОДЕЗИИ И НЬЯСАЛЕНДА:

May 14, 1962

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
POR ARABIA SAUDITA:
ЗА САУДОВСКУЮ АРАВИЮ:

FOR THE REPUBLIC OF SOUTH AFRICA:
POUR LA REPUBLIQUE SUD-AFRICAINE:
POR LA REPUBLICA SUDAFRICANA:
ЗА ЮЖНО-АФРИКАНСКУЮ РЕСПУБЛИКУ:

15th May 1962.

FOR SPAIN:
POUR L'ESPAGNE:
POR ESPAÑA
ЗА ИСПАНИЮ:

14 de Mayo de 1962

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

May 11th, 1962

TIAS 5115

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

M. Wilhelm —
May 15th 1962 —

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOVIETIQUES SOCIALISTES:
POR LA UNION DE LAS REPUBLICAS SOCIALISTAS SOVIETICAS:
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК: А. Добрынин 14 V 62

Представитель Союза Советских Социалистических Республик будет предоставлять предусматриваемую настоящим соглашением информацию для создания единого общего мирового рынка пшеницы в пределах территорий в сфере статистических сведений, а информацию о импортных и экспортных сделках со странами, не участвующими в соглашении, лишь в случае согласия на это соответствующих стран. [1]

FOR THE UNITED ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE UNIE:
POR LA REPUBLICA ARABE UNIDA:
ЗА ОБЪЕДИНЕННУЮ АРАБСКУЮ РЕСПУБЛИКУ:

S. Zeid.
May 15, 1962.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:

David Ormsby Gore 10th May 1962.

At the time of signing the present Agreement I declare in accordance with Paragraph (i) of Article 37 thereof that my signature is in respect of the United Kingdom of Great Britain and Northern Ireland only and that the rights and obligations of the Government of the United Kingdom under the Agreement shall not apply in respect of any of the non-metropolitan territories for the international relations of which they are responsible.

[1] For the English language translation of the statement, see *post*, p. 1760.

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:

Dillon
May 11, 1962

FOR THE VATICAN CITY STATE:
POUR L'ETAT DE LA CITE DU VATICAN:
POR EL ESTADO DE LA CIUDAD DEL VATICANO;
ЗА ВАТИКАН:

+ Egidio Vagnozzi
May 11, 1962

FOR VENEZUELA:
POUR LE VENEZUELA:
POR VENEZUELA:
ЗА ВЕНЕСУЭЛУ:

Adolfo Tarre
May 14, 1962

TIAS 5115

I CERTIFY THAT the foregoing is a true copy of the International Wheat Agreement, 1962, including the Annexes attached thereto, formulated at the United Nations Wheat Conference which ended at Geneva on March 10, 1962 and open for signature in the English, French, Spanish, and Russian languages at Washington from April 19, 1962 until and including May 15, 1962, the signed original of which 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 seventeenth day of May, 1962.

[SEAL] DEAN RUSK
Secretary of State

By BARBARA HARTMAN
Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by their resolution of July 9, 1962, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement;

WHEREAS the said Agreement was duly ratified by the President of the United States of America on July 13, 1962, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article 35 of the said Agreement that, subject to the provisions of paragraph (8) of the said Article 35, instruments of acceptance by the signatory Governments and instruments of accession by any Government of a country listed in Annex B or Annex C to the said Agreement shall be deposited with the Government of the United States of America not later than July 16, 1962;

WHEREAS it is provided in paragraph (6) of Article 35 of the said Agreement that, for the purposes of the entry into force of the Agreement in accordance with paragraph (5) of the said Article 35, a notification by any signatory Government or by any Government entitled to accede as aforesaid containing an undertaking to seek acceptance or accession to the said Agreement in accordance with constitutional procedures as rapidly as possible, which is received by the Government of the United States of America not later than July 16, 1962, shall be regarded as equal in effect to an instrument of acceptance or accession;

WHEREAS it is provided in paragraph (5) of Article 35 of the said Agreement that Part I and Parts III to VII of the said Agreement shall enter into force on July 16, 1962 and Part II on August 1, 1962 between those Governments which have by that date deposited instru-

ments of acceptance or accession under paragraph (2) or paragraph (3) of the said Article 35, provided that such Governments hold not less than two-thirds of the votes of exporting countries and not less than two-thirds of the votes of importing countries in accordance with the distribution established in Annexes B and C to the said Agreement;

WHEREAS instruments of acceptance of the said Agreement were deposited with the Government of the United States of America on or before July 16, 1962 by the Governments of certain countries, namely: Australia on July 6, Austria on July 12, Canada on May 16, India on June 29, Ireland on July 16, Nigeria on July 16, Norway on July 10, South Africa on July 10, the United Kingdom on July 13, the United States of America on July 13, and Vatican City on July 10;

WHEREAS an instrument of accession to the said Agreement was deposited with the Government of the United States of America on July 10, 1962 by the Government of Saudi Arabia;

WHEREAS notifications, in accordance with paragraph (6) of Article 35 of the said Agreement, containing an undertaking to seek acceptance or accession to the said Agreement in accordance with constitutional procedures as rapidly as possible were received by the Government of the United States of America on or before July 16, 1962 from the Governments of certain countries, namely: Argentina on July 11, Belgium on June 27, Brazil on July 16, Cuba on July 12, the Federal Republic of Germany on July 13, Israel on July 16, Italy on July 16, Japan on May 16, Korea on July 12, the Netherlands on July 10, the Philippines on July 10, the United Kingdom in behalf of the Federation of Rhodesia and Nyasaland on July 16, Spain on July 16, Sweden on June 6, Switzerland on July 16, and the United Arab Republic on July 16;

WHEREAS instruments of acceptance or accession were deposited as aforesaid, and notifications were given as aforesaid, by Governments holding not less than two-thirds of the votes of exporting countries and not less than two-thirds of the votes of importing countries in accordance with the distribution established in Annexes B and C to the said Agreement;

WHEREAS, in accordance with paragraph (5) of Article 35 of the said Agreement, Part I and Parts III to VII of the said Agreement entered into force on July 16, 1962 and Part II on August 1, 1962 between those Governments which had by that date deposited instruments of acceptance or accession under paragraph (2) or paragraph (3) of the said Article 35;

NOW, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said International Wheat Agreement, 1962, to the end that the same and each and every article and clause thereof shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN 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 first day of August in the year of our Lord one thousand nine hundred sixty-two [SEAL] and of the Independence of the United States of America the one hundred eighty-seventh.

JOHN F KENNEDY

By the President:
DEAN RUSK
Secretary of State

Note by the Department of State

Signatures affixed to the International Wheat Agreement are as follows:

FOR ARGENTINA:
F BELLO — May 15, 1962

FOR AUSTRALIA:
HOWARD BEALE — May 14, 1962.

FOR AUSTRIA:
WILFRIED PLATZER. — 14th of May 1962.

FOR BELGIUM AND LUXEMBOURG:

FOR BRAZIL:
MIGUEL A O DE ALMEIDA — May 11, 1962

FOR CANADA:
C S A RITCHIE — May 11, 1962.

FOR CEYLON:

FOR CUBA:
MARIO GARCIA INCHÁUSTEGUI — May 15, 1962

FOR THE DOMINICAN REPUBLIC:
MARIO RODRIGUEZ — May 15, 1962

FOR FRANCE:
HERVÉ ALPHAND — May 14, 1962.

FOR THE FEDERAL REPUBLIC OF GERMANY:
WILHELM G GREWE — May 11, 1962.

FOR INDIA:
C S KRISHNA MOORTHI — May 14, 1962.

FOR INDONESIA:
ZAIRIN ZAIN. — 15/5 '62.

FOR IRAN:

FOR IRELAND:
T. J. KIERNAN. — May 14, 1962.

FOR ISRAEL:
ARYEH MANOR — May 14th, 1962

TIAS 5115

FOR ITALY:

CARLO PERRONE-CAPANO — May 14 1962

FOR JAPAN:

KOICHIRO ASAKAI — May 11, 1962

FOR THE REPUBLIC OF KOREA:

IL KWON CHUNG — May 14, 1962.

FOR LIBERIA:

S EDWARD PEAL — May 15, 1962

FOR LIBYA:

FOR MEXICO:

ANTONIO CARRILLO FLORES — Mayo 11 1962.

FOR THE KINGDOM OF THE NETHERLANDS:

In view of the equality under public Law existing between the Netherlands, Surinam and the Netherlands Antilles, the expression "non-metropolitan" used in the Agreement shall, as far as the Kingdom of the Netherlands is concerned, lose its original meaning and be taken to mean "non-European".

J. H. VAN ROIJEN.
May 14th 1962.

FOR NEW ZEALAND:

G R. LAKING — 15 May, 1962

FOR NIGERIA:

J M UDOCHI — 10th May 1962

FOR THE KINGDOM OF NORWAY:

PAUL KOHT — 8 May 1962

FOR THE REPUBLIC OF THE PHILIPPINES:

EMILIO ABELLO — 11 May 1962

FOR POLAND:

FOR PORTUGAL:

PEDRO THEOTONIO PEREIRA — May 14 1962

FOR THE FEDERATION OF RHODESIA AND NYASALAND:

R. B. N. WETMORE — May 14, 1962

FOR SAUDI ARABIA:

FOR THE REPUBLIC OF SOUTH AFRICA:

W. C. NAUDÉ. 15th May 1962.

FOR SPAIN:

ANTONIO ESPINOSA, 14 de Mayo de 1962

FOR SWEDEN:

GUNNAR JARRING May 11th, 1962

FOR SWITZERLAND:

A R. LINDT - May 15th 1962 -

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

A. DOBRYNIN 14 V 62

The Government of the Union of Soviet Socialist Republics will supply the information provided for under this Agreement for compiling an annual survey of the world wheat market within the limits of the statistical data published in the country, and information on commercial and special transactions with countries not participating in the Agreement, provided the respective countries agree thereto.

[Translation of the Russian language text, *ante*, p. 1753.]

FOR THE UNITED ARAB REPUBLIC:

S. EL ABD. May 15, 1962.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

DAVID ORMSBY GORE 10th May 1962.

At the time of signing the present Agreement I declare in accordance with Paragraph (i) of Article 37 thereof, that my signature is in respect of the United Kingdom of Great Britain and Northern Ireland only and that the rights and obligations of the Government of the United Kingdom under the Agreement shall not apply in respect of any of the non-metropolitan territories for the international relations of which they are responsible.

FOR THE UNITED STATES OF AMERICA:

ORVILLE L FREEMAN May 11, 1962

FOR THE VATICAN CITY STATE:

EGIDIO VAGNOZZI May 11, 1962

FOR VENEZUELA:

CARLOS PEREZ DE LA COVA May 14, 1962

TIAS 5115

BRAZIL

Defense: Extension of Loan of Vessels

Agreement effected by exchange of notes
Signed at Washington February 21 and July 11, 1962;
Entered into force July 11, 1962.

The Secretary of State to the Brazilian Ambassador

DEPARTMENT OF STATE
WASHINGTON
February 21, 1962

EXCELLENCY:

I have the honor to refer to your Government's request that the loan of two submarines pursuant to the Agreement effected by the exchange of notes signed at Washington on January 12 and January 16, 1957,[1] be extended for an additional period of five years.

I am pleased to inform Your Excellency that the Government of the United States of America will extend the loan of the two submarines for an additional period not to exceed five years, subject to the terms and conditions of the above mentioned Agreement.

In the event that the proposal given above is acceptable to your Government, this note and your reply concurring therein shall constitute an agreement between the two Governments, which shall enter into force on the date of your reply.

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

For the Secretary of State:
ROBERT F. WOODWARD

His Excellency
ROBERTO DE OLIVEIRA CAMPOS,
Brazilian Ambassador.

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[1] TIAS 3731; 8 UST 18.

The Brazilian Ambassador to the Secretary of State

BRAZILIAN EMBASSY
Washington, July 11, 1962.

256/534.0

EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's Note of February 21, 1962, which reads as follows:

"I have the honor to refer to your Government's request that the loan of two submarines pursuant to the Agreement effected by the exchange of notes signed at Washington on January 12 and January 16, 1957, be extended for an additional period of five years.

I am pleased to inform Your Excellency that the Government of the United States of America will extend the loan of the two submarines for an additional period not to exceed five years, subject to the terms and conditions of the above-mentioned Agreement.

In the event that the proposal given above is acceptable to your Government, this note and your reply concurring therein shall enter into force on the date of your reply.

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

I have the honor to confirm that my Government is agreeable to the aforementioned proposal.

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

ROBERTO DE OLIVEIRA CAMPOS

Roberto de Oliveira Campos
Ambassador

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

CANADA

Boundary Waters:
Saint Lawrence Seaway
Suspension of Tolls on the Welland Canal

Agreement effected by exchange of notes
Signed at Ottawa July 3 and 13, 1962;
Entered into force July 13, 1962.

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. 118 OTTAWA, *July 3, 1962*

SIR:

I have the honour to bring to your attention the proposal of the Canadian Government to suspend in the near future the levying of tolls on the Welland Canal. The Government of Canada is fully satisfied that this action will be beneficial to the shipping and trade interests of both Canada and the United States.

It will be recalled that, although this Canal is within Canada and the revenue from it is not subject to the sharing arrangement, the tolls on this Canal are referred to in a Memorandum of Agreement and Tariff of Tolls incorporated in the Exchange of Notes of March 9, 1959 [1] between Canada and the United States of America concerning the application of tolls on the St. Lawrence Seaway. I therefore propose that the Tariff be modified by an Exchange of Notes to reflect the suspension of tolls on the Welland Canal.

I shall of course communicate further with you if the Government of Canada subsequently decides that it would be advisable to revoke this suspension and re-impose tolls on the Welland Canal.

I have the honour to suggest that if the foregoing is agreeable to the Government of the United States, this Note and your reply to that effect shall constitute an Agreement between the Government of Canada and the Government of the United States to vary the Tariff of Tolls attached to the 1959 Exchange of Notes in order to provide for this suspension of tolls on the Welland Canal.

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[1] TIAS 4192; 10 UST 323.

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

H C GREEN
Secretary of State
for External Affairs,

THE CHARGE D'AFFAIRES A.I.,
Embassy of the United States
of America,
Ottawa.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, July 13, 1962.

No. 14

EXCELLENCY:

I have the honor to refer to your Note No. 118 of July 3, 1962 concerning the proposed suspension of Welland Canal tolls and the modification of the Tariff of Tolls incorporated in the Exchange of Notes of March 9, 1959 to reflect such a suspension.

I have been instructed by my Government to inform you that the proposed suspension of Welland Canal tolls and a consequent modification of the Tariff of Tolls incorporated in the Exchange of Notes of March 9, 1959 to reflect this suspension are acceptable.

Accordingly, your Note and this reply shall constitute an Agreement between the Government of the United States of America and the Government of Canada appropriately to modify the Tariff of Tolls incorporated in the 1959 Exchange of Notes in order to provide for suspension of tolls on the Welland Canal.

Accept, Excellency, the assurances of my highest consideration.

WILLIS C. ARMSTRONG

Willis C. Armstrong
Charge d'Affaires ad interim

His Excellency
HOWARD C. GREEN,
Secretary of State for External Affairs,
Ottawa.

INDONESIA

Agricultural Commodities [1]

Agreement amending the agreement of February 19, 1962, as amended.
Effected by exchange of notes
Signed at Djakarta July 11, 1962,
Entered into force July 11, 1962.

The American Ambassador to the Indonesian First Deputy to the Foreign Minister

No. 25 DJAKARTA, *July 11, 1962.*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on February 19, 1962,[2] as amended on May 15, 1962,[3] and to propose that Article I of this Agreement be further amended by increasing the rice export market value to $32.3 million, the amount of ocean freight to $7.6 million, and the total to $101.2 million.

If this amendment is acceptable to Your Excellency's Government, I have the honor to propose that this Note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Government to enter into force on the date of Your Excellency's reply

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

HOWARD P JONES

His Excellency
R. SUWITO KUSUMOWIDAGDO,
The First Deputy of the Foreign Minister,
Department of Foreign Affairs,
Djakarta.

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[1] Also TIAS 5254, *post*, pt. 3.
[2] TIAS 4952, *ante*, p. 154.
[3] TIAS 5054, *ante*, p. 1100.

The Indonesian First Deputy to the Foreign Minister to the American Ambassador

DEPARTMENT OF FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. 0696/62/83 DJAKARTA, *July 11, 1962.*

EXCELLENCY

I have the honour to acknowledge receipt of Your Excellency's Note No. 25, dated July 11, 1962, which reads as follows

"I have the honour to refer to the Agricultural Commodities Agreement entered into by our two Governments on February 19, 1962, as amended on May 15, 1962, and to propose that Article I of this Agreement be further amended by increasing the rice export market value to $32.3 million, the amount of ocean freight to $7.6 million, and the total to $101.2 million.

"If this amendment is acceptable to Your Excellency's Government, I have the honour to propose that this Note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply

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

I have the honour to confirm, on behalf of my Government, that Your Excellency's Note and this Note in reply concurring therein, constitute an Agreement between our two Governments on this matter, to enter into force on this date.

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

For the Government of the
Republic of Indonesia

[SEAL] R. SUWITO KUSUMOWIDAGDO

R. Suwito Kusumowidagdo
The First Deputy to the Foreign Minister

His Excellency
HOWARD P JONES,
Ambassador of the
United States of America,
American Embassy,
Djakarta.

SWEDEN

Red Cross: Termination of Agreements and Waiver of Claims Concerning Field Hospital in Korea

Agreement effected by exchange of notes
Signed at Washington July 13 and 18, 1962;
Entered into force July 18, 1962.

The Swedish Chargé d'Affaires ad interim to the Secretary of State.

ROYAL
SWEDISH EMBASSY

No. 178 WASHINGTON, D.C., *July 13, 1962.*

EXCELLENCY:

I have the honor to refer to the Agreements of June 27, 1951,[1] between the Government of the Kingdom of Sweden and the Government of the United States of America concerning participation of a Swedish Red Cross Hospital in the United Nations operations in Korea [1] and concerning financial arrangements for logistic support furnished by the United States Department of the Army to that Hospital.[2] In accordance with the terms of the latter Agreement, the Swedish Government has been effecting reimbursement to the United States based upon Department of the Army statements reflecting charges for services and supplies furnished the Swedish Hospital. To date the reimbursement has totaled $2,293,137.70.

In view of the lapse of time since the Hospital departed from Korea, it is highly improbable that any further transaction will arise. In addition, it is believed that all charge and credit documents have been recorded and appropriately included in the account.

In order to close the records on this account, the Swedish Government proposes that any claims for additional charges against or credits in favor of the Swedish Hospital which arose during the period of the operation of the Hospital and which may become known in the future be considered as waived by the United States Department of the Army or the Swedish Government as may be appropriate.

As the above-mentioned Agreement between the Swedish Government and the United States Government was concluded for the purpose of governing the relationships during the military activities in

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[1] TIAS 2268; 2 UST 1209.

[2] Not printed.

Korea, and as those activities are ended, the Agreement in question would seem to be no longer applicable. The same applies to the Agreement concerning the participation of the Swedish Red Cross Field Hospital in the United Nations operations in Korea.

I accordingly have the honor to propose that these two Agreements be terminated subject to the understanding set forth above.

If the foregoing is agreeable to your Government, I propose that this note and your reply thereto shall constitute an agreement on this matter effective the date of your reply.

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

A. LEWENHAUPT

A. Lewenhaupt

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

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

DEPARTMENT OF STATE
WASHINGTON
July 18, 1962

SIR:

I acknowledge the receipt of your note of July 13, 1962, the text of which is as follows:

"I have the honor to refer to the Agreements of June 27, 1951, between the Government of the Kingdom of Sweden and the Government of the United States of America concerning participation of a Swedish Red Cross Hospital in the United Nations operations in Korea and concerning financial arrangements for logistic support furnished by the United States Department of the Army to that Hospital. In accordance with the terms of the latter Agreement, the Swedish Government has been effecting reimbursement to the United States based upon Department of the Army statements reflecting charges for services and supplies furnished the Swedish Hospital. To date the reimbursement has totaled $2,293,137.70.

"In view of the lapse of time since the Hospital departed from Korea, it is highly improbable that any further transaction will arise. In addition, it is believed that all charge and credit documents have been recorded and appropriately included in the account.

"In order to close the records on this account, the Swedish Government proposes that any claims for additional charges against or credits in favor of the Swedish Hospital which arose during the period of

the operation of the Hospital and which may become known in the future be considered as waived by the United States Department of the Army or the Swedish Government as may be appropriate.

"As the above-mentioned Agreement between the Swedish Government and the United States Government was concluded for the purpose of governing the relationships during the military activities in Korea, and as those activities are ended, the Agreement in question would seem to be no longer applicable. The same applies to the Agreement concerning the participation of the Swedish Red Cross Field Hospital in the United Nations operations in Korea.

"I accordingly have the honor to propose that these two Agreements be terminated subject to the understanding set forth above.

"If the foregoing is agreeable to your Government, I propose that this note and your reply thereto shall constitute an agreement on this matter effective the date of your reply."

I accept the proposals in your note and concur that your note and this acceptance shall constitute an agreement on this subject to enter into force on today's date.

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

For the Secretary of State:

WILLIAM C. BURDETT

Count AXEL LEWENHAUPT,
Charge d'Affaires ad interim
of Sweden.

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 3, 1957, as amended.
Signed at Washington July 5, 1962;
Entered into force August 7, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION CONCERNING CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY

The Government of the United States of America and the Government of the Federal Republic of Germany,

Desiring to amend the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the Federal Republic of Germany, signed at Washington on July 3, 1957 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on July 22, 1959,[2]

Have agreed as follows:

ARTICLE I

Paragraph C of Article VIII of the Agreement for Cooperation, as amended, is amended as follows:

The numeral (1) is placed before the present paragraph and the following paragraph is added:

"(2) In addition to transfers for the purposes provided under Article VI and paragraphs A and C (1) of this Article, the Commission may transfer to the Government of the Federal Republic of Germany under such terms and conditions as may be agreed by the Parties, and within the limit of the amount authorized in paragraph A of this Article, special nuclear material for the performance in the Federal Republic of Germany of conversion or fabrication services, or both, and subsequent transfer to a nation or international

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[1] TIAS 3877; 8 UST 1265.
[2] TIAS 4314; 10 UST 1659.

organization with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls. It is understood that the net amount concept as described in paragraph A of this Article is also applicable to such transfers for conversion or fabrication services."

ARTICLE II

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

ABKOMMEN ZUR ÄNDERUNG DES ABKOMMENS ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND ÜBER ZUSAMMENARBEIT AUF DEM GEBIET DER ZIVILEN VERWENDUNG DER ATOMENERGIE

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland,

In dem Wunsche, das am 3. Juli 1957 in Washington unterzeichnete Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland über Zusammenarbeit auf dem Gebiet der zivilen Verwendung der Atomenergie (im folgenden als "Abkommen über Zusammenarbeit" bezeichnet), in der geänderten Fassung gemäss dem in Washington unterzeichneten Abkommen vom 22. Juli 1959, zu ändern, sind wie folgt übereingekommen:

ARTIKEL I

Artikel VIII Abs. C des geänderten Abkommens über Zusammenarbeit wird wie folgt geändert:

Der gegenwärtige Absatz erhält die Nummer (1) und der folgende Absatz wird hinzugefügt:

"(2) Ausser den Übertragungen für die in Artikel VI und den Absätzen A und C (1) dieses Artikels vorgesehenen Zwecke kann die Kommission der Regierung der Bundesrepublik Deutschland unter Bedingungen, die gegebenenfalls vereinbart werden, und in-

[1] Aug. 7, 1962.

nerhalb der Mengenbegrenzung, die in Absatz A dieses Artikels vorgesehen ist, besonderes Kernmaterial übertragen zur Umwandlung oder Verarbeitung, oder zu beidem, in der Bundesrepublik Deutschland, und zur anschliessenden Übertragung an einen Staat oder eine internationale Organisation, mit denen die Regierung der Vereinigten Staaten von Amerika ein Abkommen über Zusammenarbeit geschlossen hat, in dessen Rahmen diese anschliessende Übertragung fällt. Es besteht Einverständnis darüber, dass der in Absatz A dieses Artikels vorgesehene Begriff der Nettomenge auch für derartige Übertragungen zwecks Umwandlung oder Verarbeitung gilt."

ARTIKEL II

Dieses Änderungsabkommen, das als integrierender Bestandteil des geänderten Abkommens über Zusammenarbeit anzusehen ist, tritt an dem Tage in Kraft, an dem jede der beiden Regierungen von der anderen eine schriftliche Notifizierung darüber erhalten hat, dass sie alle gesetzmässigen und verfassungsmässigen Erfordernisse für das Inkrafttreten dieses Änderungsabkommens erfüllt hat.

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

DONE at Washington, in duplicate, in the English and German languages, both equally authentic, this fifth day of July, 1962.

ZU URKUND DESSEN haben die gehörig bevollmächtigten Unterzeichneten dieses Änderungsabkommen unterschrieben.

GESCHEHEN zu Washington, in zwei Urschriften in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist, am fünften Juli 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

RICHARD H DAVIS

GLENN T SEABORG

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:
FÜR DIE REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND:

GEORG VON LILIENFELD

BOLIVIA

Agricultural Commodities [1]

Agreement amending the agreement of February 12, 1962, as amended.
Effected by exchange of notes
Signed at La Paz July 14, 1962;
Entered into force July 14, 1962.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
La Paz, July 14, 1962

No. 8

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed February 12, 1962 between the Government of the United States of America and the Government of Bolivia, as amended, [2] and to propose that that agreement be further amended as follows:

In paragraph 1, Article 1, increase the amount for wheat/wheat flour from $2.2 million to $5.6 million; increase the amount for estimated ocean transportation from $.4 million to $.9 million; and to increase the total amount from $4.0 million to $7.9 million.

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

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

BEN S. STEPHANSKY

His Excellency
JOSÉ FELLMAN VELARDE,
Minister of Foreign Affairs and Worship,
La Paz.

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[1] Also TIAS 5233; *post*, pt. 3.
[2] TIAS 5047; *ante*, p. 1042.

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA. 256/596.– LA PAZ, *14 de julio de 1962.*

EXCELENCIA:

Tengo el honor de referirme al Convenio sobre Productos Agrícolas firmados entre los Gobiernos de Bolivia y de los Estados Unidos de América el pasado 12 de febrero, a sus enmiendas y a su atenta nota de la fecha que textualmente dice:

"Embajada de los Estados Unidos de América.– No. 8 La Paz, julio 14 de 1962.

Excelencia:.– Tengo el honor de referirme al Convenio sobre Productos Agrícolas firmado el 12 de febrero de 1962 por el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia, y sus enmiendas, y de proponer que ese Convenio sea nuevamente enmendado como sigue:

"En el párrafo 1, Artículo I, aumentar el monto de trigo ó harina de trigo de $us. 2.2 millones a $us. 5.6 millones; aumentan el monto estimado para el transporte marítimo de $ .4 millones a $ .9 millones e incrementar el monto total de $ 4. millones a $ 7.9 millones."

Si lo anterior es aceptable al Gobierno de Vuestra Excelencia tengo el honor de proponer que esta nota y la respuesta de Vuestra Excelencia concurriendo al mismo, constituyan un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la nota de Vuestra Excelencia.

Acepte Excelencia las renovadas seguridades de mi consideración más distinguida.

(Fdo.) Ben Stephansky."

Al respecto, tengo el agrado de comunicar a Vuestra Excelencia, que el Gobierno de Bolivia acepta los términos que amplían el Convenio del 12 de febrero de 1962 y que esta nota conjuntamente con la de Vuestra Excelencia constituyan un Acuerdo entre los Gobiernos de Bolivia y de los Estados Unidos de América.

Acepte Excelencia, las seguridades de mi más alta y distinguida consideración.

JOSÉ FELLMAN VELARDE

Al Excmo. señor
BEN STEPHANSKY
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Presente

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN
AFFAIRS AND WORSHIP

No. DGNA. 256/596.– LA PAZ, *July 14, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed between the Governments of Bolivia and the United States of America on February 12 last, as amended, and to your note of this date, which reads as follows:

[For the English language text of the note, see *ante*, p. 1773.]

In this connection, I am happy to inform Your Excellency that the Government of Bolivia accepts the amendments to the Agreement of February 12, 1962, and that this note, together with Your Excellency's note, constitutes an agreement between the Governments of Bolivia and the United States of America.

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

JOSÉ FELLMAN VELARDE

His Excellency
BEN STEPHANSKY,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

THAILAND

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of March 13, 1956, as amended.
Signed at Washington May 31, 1962;
Entered into force August 16, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF THAILAND CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Kingdom of Thailand,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Kingdom of Thailand concerning Civil Uses of Atomic Energy signed at Bangkok on March 13, 1956 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on March 27, 1957 [2] and June 11, 1960, [3]

Agree as follows:

ARTICLE I

The following new sentences are added at the end of Paragraph (b) of Article IX(A) of the Agreement for Cooperation, as amended:

". . . It is understood that, without modifying this Agreement, the Parties may at any time enter into arrangements to provide for application of International Atomic Energy Agency safeguards to materials and facilities transferred to the Government of the Kingdom of Thailand under this Agreement. It is contemplated that such arrangements may include provisions for suspension of the safeguards rights accorded the Government of the United States of America by Article VI, paragraph B, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities."

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[1] TIAS 3522; 7 UST 416.
[2] TIAS 3842; 8 UST 832.
[3] TIAS 4533; 11 UST 1874.

ARTICLE II

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "March 12, 1963" and substituting in lieu thereof the date "March 12, 1965".

ARTICLE III

This Amendment shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this thirty-first day of May, 1962. (B.E. 2505.)

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

W. AVERELL HARRIMAN

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND:

VISUTR ARTHAYUKTI

[1] Aug. 16, 1962.

COLOMBIA

Economic, Technical and Related Assistance

Agreement signed at Bogotá July 23, 1962;
Entered into force July 23, 1962.

GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL AND RELATED ASSISTANCE

Between The

GOVERNMENT OF THE UNITED STATES OF AMERICA

And The

GOVERNMENT OF COLOMBIA

WHEREAS the Government of the United States of America and the Government of Colombia desire to join in an Alliance for Progress based upon self-help, mutual effort and common sacrifice, designed to help satisfy the wants of the people of Latin America for better homes, work, land, health and schools, and

WHEREAS the Act of Bogotá [1] recommended that there should be established an Inter-American program for social development directed to carrying out measures for improving rural living, land use, housing, community facilities, educational systems, training facilities, and public health, and for the mobilization of domestic resources, and

WHEREAS the Government of the United States of America and the Government of Colombia agree upon the need for specific plans of action designed to foster economic progress and improvements in the welfare and level of living of all peoples of Latin America, and

WHEREAS the Government of the United States of America intends to furnish such economic, technical and related assistance to the Latin American countries participating in the Alliance for Progress as may be requested by them and approved by the Government of the United States of America in the light of the resources available to it and of the programs and self-help measures provided for in the Act of Bogotá;

NOW, THEREFORE, the Government of the United States of America and the Government of Colombia hereby agree as follows:

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[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.

ARTICLE I. – To assist the Government of Colombia in its national development and in its efforts to achieve economic and social progress through effective use of its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance as may hereafter be requested by representatives of appropriate agencies of the Government of Colombia and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

ARTICLE II. – To foster its economic and social progress, the Government of Colombia will make the full contribution permitted by its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Colombia concerning programs and operations hereunder. The Government of Colombia will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operations planned or carried out and to evaluate results.

ARTICLE III. – The Government of Colombia will receive a special mission and its personnel to discharge the responsabilities of the Government of the United States of America hereunder and will consider this special mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Colombia for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank.

ARTICLE IV. – In order to assure the maximum benefits to the people of Colombia from the assistance to be furnished hereunder:

(a) Property or funds used [1] to be used in connection with this Agreement by the Government of the United States of America or any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Colombia, and the import, export, acquisition, use or disposition of any such property or funds in

[1] Should read "used or".

connection with this Agreement shall be exempt from any tariffs, customs duties, import or export restrictions, import and export taxes, taxes on purchase or disposition and any other taxes or similar charges in Colombia.

(b) All persons, except citizens or permanent residents of Colombia, who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Colombia, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Colombia for their own use, as in [1] accorded by the Government of Colombia to diplomatic personnel of the American Embassy in Colombia.

ARTICLE V. – Funds used for purpose of furnishing assistance hereunder shall be convertible into currency of Colombia at the rate providing the largest number of units of such currency per U.S. dollar which, at the time conversion is made, is not unlawful in Colombia.

ARTICLE VI. –

1. This Agreement shall enter into force on the date on which it is signed by the two Government and shall remain in force until 90 days after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provision of this Agreement shall remain in full force and effect with respect to assistance furnish [2] pursuant to this Agreement before such termination.
2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government, provided there is 90-day advance notice given to the other Government in writing if that Government considers that because of

[1] Should read "as is".
[2] Should read "furnished".

changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

3. The furnishing of assistance under this Agreement shall be subject [1] the aplicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of Colombia shall be subject to the applicable laws and regulations of the Government of Colombia.

4. The two Governments or their designated representatives shall, upon request of either of them consult regarding any matter on the application, operation or amendment of this Agreement.

5. Upon its entry into force, this Agreement will supersede the Agreement relating to general technical cooperation effected by an exchange of notes signed at Bogotá March 5, and 9, 1951, [2] as extended and amended by the Agreement effected by an exchange of notes signed at Bogotá on December 20 and 27, 1951, [3] and the Agreement relating to economic assistance effected by an exchange of notes signed at Washington on March 30 and April 4, 1961. [4] Arrangements or agreements implementing the above mentioned Agreement, as amended and extended, and concluded prior to the entry into force of this Agreement shall, from such date of entry into force, be subject to this Agreement.

Done in Bogotá, Colombia on July 23, 1962, in quadruplicate, two in the English language and two in the Spanish language, all being authentic.

For the Government of the United States of America

FULTON FREEMAN

Fulton Freeman
Ambassador of the United States of America

[SEAL]

For the Government of Colombia

JOSÉ JOAQUÍN CAICEDO CASTILLA

Jose Joaquin Caicedo Castilla.
Minister of Foreign Affairs

[SEAL]

[1] Should read "subject to".
[2] TIAS 2231; 2 UST 799.
[3] TIAS 2628; 3 UST (pt. 4) 4700.
[4] TIAS 4712; 12 UST 282.

CONVENIO GENERAL PARA AYUDA ECONOMICA, TECNICA Y AFIN ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE COLOMBIA.

POR CUANTO el Gobierno de los Estados Unidos de América y el Gobierno de Colombia desean concertar una Alianza para el Progreso basada en la ayuda propia, el esfuerzo mutuo y el sacrificio común, destinada a ayudar a satisfacer las necesidades de mejores viviendas, trabajo, tierras, salud y escuelas de los pueblos de la América Latina, y

POR CUANTO en el Acta de Bogotá se recomienda la implantación de un programa interamericano de desarrollo social que tienda a la ejecución de medidas para mejorar la vida rural, el uso de la tierra, la vivienda, los servicios colectivos, los sistemas educativos, los servicios de adiestramiento y la salud pública, y para movilizar recursos nacionales, y

POR CUANTO el Gobierno de Colombia y el Gobierno de los Estados Unidos de América están de acuerdo en la necesidad de planes específicos de acción, destinados a fomentar el progreso económico y el mejoramiento del bienestar y nivel de vida de todos los pueblos de la América Latina, y

POR CUANTO el Gobierno de los Estados Unidos de América tiene intención de suministrar a los países de la América Latina que participan en la Alianza para el Progreso la ayuda económica, técnica y afín que soliciten ellos y que apruebe el Gobierno de los Estados Unidos de América, de acuerdo con los recursos que le sean disponibles y con los programas y medidas de ayuda propia previstos en el Acta de Bogotá;

EN CONSECUENCIA, el Gobierno de Colombia y el Gobierno de los Estados Unidos de América acuerdan por el presente lo siguiente:

ARTICULO I. – Con el fin de ayudar al Gobierno de Colombia en lo que respecta a su desarrollo nacional y a sus esfuerzos por alcanzar el progreso económico y social mediante la utilización efectiva de sus propios recursos y otras medidas de ayuda propia, el Gobierno de los Estados Unidos de América proporcionará la ayuda económica, técnica y afín que en adelante soliciten los representantes de organismos competentes del Gobierno de Colombia y que aprueben los representantes del organismo u organismos designados por el Gobierno de los Estados Unidos de América para la administración de sus compromisos conforme al presente Convenio. Se proporcionará dicha ayuda de acuerdo con los arreglos escritos que aprueben los susodichos representantes.

ARTICULO II. – Para fomentar el progreso económico y social del país, el Gobierno de Colombia contribuirá en la forma máxima que le permitan sus recursos y condición económica general a su programa de desarrollo y a los programas y actividades relacionados con el mismo, inclusive los que se realicen de acuerdo con este Convenio, y dará completa información al pueblo de Colombia con

respecto a los programas y actividades contemplados en este Convenio. El Gobierno de Colombia tomará las medidas apropiadas para asegurar el aprovechamiento efectivo de la ayuda proporcionada de acuerdo con este Convenio y dará todas las oportunidades y facilidades a los representantes del Gobierno de los Estados Unidos de América para que observen y revisen los programas y actividades que se dirijan, de acuerdo con el presente Convenio y suministrará cualquier información que ellos necesiten para determinar la naturaleza y el alcance de las actividades proyectadas o llevadas a cabo y para hacer una evaluación de los resultados.

ARTICULO III. – El Gobierno de Colombia recibirá una misión especial y su personal para desempeñar los deberes del Gobierno de los Estados Unidos de América conforme al presente Convenio y considerará a dicha misión especial y a su personal como parte de la Misión Diplomática del Gobierno de los Estados Unidos de América en Colombia, con el fin de concederles los privilegios e inmunidades que se conceden a esa Misión y a su personal de igual rango.

ARTICULO IV. – A fin de asegurar para el pueblo de Colombia los beneficios máximos provenientes de la ayuda que se proporcionará en virtud del presente Convenio, se dispone:

a). – Los bienes o fondos utilizados o que se utilizaren con relación a este Convenio por parte del Gobierno de los Estados Unidos de América o de cualquier contratista financiado por ese Gobierno estarán exentos del pago de todo impuesto sobre la propiedad o el uso y de cualesquiera otros impuestos, de requisitos relacionados con inversiones o depósitos y de controles cambiarios en Colombia y la importación, exportación, adquisición, uso o disposición de dichos bienes o fondos en conexión con este Convenio estarán exentos del pago de cualesquier aranceles, derechos de aduana, restricciones e impuestos de importación y exportación, impuestos sobre compras o traspasos y cualesquiera otros impuestos o cargos similares que existan en Colombia.

b). – Todas las personas, excepto los ciudadanos o los residentes permanentes de Colombia, que estén presentes en dicho país con el objeto de ejecutar trabajos relacionados con este Convenio, estarán exentas del pago de impuestos sobre la renta y de Seguro Social que se pagan de acuerdo con las leyes de Colombia y de los impuestos sobre la compra, propiedad, uso o disposición de bienes muebles personales (incluyendo automóviles) des-

tinados para su propio uso. Dichas personas y los miembros de sus familias recibirán el mismo trato con respecto al pago de derechos de aduana y de importación y exportación sobre los bienes muebles personales (incluyendo automóviles) que importen a Colombia para su uso personal, que el que otorga el Gobierno de Colombia al personal diplomático de la Embajada Americana en Colombia.

ARTICULO V. – Los fondos que se utilicen con el fin de proporcionar ayuda conforme al presente Convenio serán convertibles en moneda de Colombia al tipo de cambio que produzca el mayor número de unidades de dicha moneda por cada dólar de los Estados Unidos de América y que, en el momento en que se haga la conversión, no sea ilegal en Colombia.

ARTICULO VI. – 1o. – Este Convenio entrará en vigencia en la fecha en que lo firmen los dos Gobiernos y permanecerá en vigencia hasta 90 días después de la fecha en que cualquiera de los dos Gobiernos notifique por escrito al otro de su intención de dar por terminado el Convenio. En tal caso, las disposiciones del presente Convenio permanecerán en plena vigencia y efectividad en cuanto a la ayuda proporcionada conforme a dicho Convenio antes de su terminación.

2o. – Todo o cualquier parte del programa de ayuda que se proporcione en virtud del presente Convenio, excepto cuando se estipulare de otra manera en arreglos que se acuerden conforme al Artículo I del mismo, podrá terminarse por parte de cualquiera de los dos Gobiernos con tal que se dé aviso escrito con 90 días de anticipación al otro Gobierno, si ese Gobierno resuelve que por motivos de un cambio en las condiciones, la continuación de dicha ayuda es innecesaria o inconveniente. La terminación de dicha ayuda de acuerdo con esta disposición puede incluir la cancelación de las entregas que aún no se hayan efectuado de productos comprendidos en este Convenio.

3o. – El suministro de ayuda según este Convenio estará sujeto a las leyes y reglamentos del Gobierno de los Estados Unidos de América que sean aplicables, y el recibo de dicha ayuda por parte del Gobierno de Colombia estará sujeto a los reglamentos y leyes de éste que sean aplicables.

4o. – Los dos Gobiernos o sus representantes debidamente nombrados deberán, a solicitud de cualquiera de los dos, llevar a cabo consultas respecto a cualquier asunto relacionado con la aplicación, operación o enmienda del presente Convenio.

5o. – Al entrar en vigencia, el presente Convenio reemplazará al Convenio referente a cooperación técnica general efectuado mediante canje de notas firmadas en Bogotá, el 5 y 9 de marzo de 1.951, con sus ampliaciones y enmiendas introducidas por el Convenio efectuado mediante canje de notas firmadas en Bogotá el 20 y 27 de diciembre de 1.951, y al Convenio referente a ayuda económica efectuado mediante canje de notas firmadas en Washington el 30 de marzo y el 4 de abril de 1.961. Los arreglos o acuerdos para poner en ejecución los precitados Convenios, con sus enmiendas y ampliaciones, que hayan sido celebrados con anterioridad a la entrada en vigencia del presente Convenio, estarán sujetos a éste desde la fecha en que entre en vigencia.

Firmado en Bogotá, Colombia, el día veintitres de Julio de mil novecientos sesenta y dos, en cuatro ejemplares, dos en idioma inglés y dos en idioma español, todos igualmente auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

FULTON FREEMAN

Fulton Freeman
Embajador de los Estados Unidos de America.–

[SEAL]

POR EL GOBIERNO DE COLOMBIA:

JOSÉ JOAQUÍN CAICEDO CASTILLA

Jose Joaquin Caicedo Castilla
Ministro de Relaciones Exteriores.–

[SEAL]

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Trade: Termination of Agreements of November 17, 1938, and October 30, 1947

Agreement effected by exchange of notes
Signed at London June 27 and 28, 1962;
Entered into force July 28, 1962.

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

No. 203 LONDON, *June 27, 1962*

SIR:

I have the honor to refer to conversations which have been held, between representatives of the Delegations of the United States and of the United Kingdom to the 1960–61 Tariff Conference under the General Agreement on Tariffs and Trade [1] and subsequently between the United States Embassy and the Board of Trade in London, in relation to the bilateral trade agreement of 1938 between the United States of America and the United Kingdom of Great Britain and Northern Ireland, [2] the substantive provisions of which were rendered inoperative by the supplementary agreement of October 30, 1947, [3] for such time as the United States and the United Kingdom are both contracting parties to the General Agreement.

It is my understanding that agreement was reached in these conversations that it would now be appropriate to terminate in full:–

(1) The Trade Agreement signed in Washington on November 17, 1938, together with the following related exchanges of notes of the same date:–

(a) Raw Materials

(b) Anti-Dumping and Countervailing Duties

(c) British preferences to Mandated Territories

(d) Tariff Treatment of United States goods in certain British Colonies, Protectorates and in Territories under Mandate

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[1] TIAS 1700; 61 Stat., pts. 5 and 6.

[2] EAS 164; 54 Stat. 1897.

[3] TIAS 1706; 61 Stat. (pt. 4) 3725.

(e) Export Restrictions on Rubber Plants

(f) Apples and Citrus Fruits

(g) Beef and Veal

(h) Consultation regarding Valuation

(2) the Agreement supplementary to the General Agreement on Tariffs and trade signed in Geneva on October 30, 1947, together with the related letters of understanding of the same date.

If you concur, I propose that this Note and your reply thereto constitute an agreement terminating in full the bilateral trade agreement and related arrangements listed herein on the thirtieth day following the date of your reply. [1]

If at any time either the United States or the United Kingdom should cease to be a contracting party to the General Agreement on Tariffs and Trade, it would be the intention of the two Governments to consult together regarding trading arrangements between their two countries.

DAVID K. E. BRUCE

The Right Honorable
THE EARL OF HOME,
Secretary of State for Foreign Affairs,
Foreign Office, S.W.1.

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

FOREIGN OFFICE, S.W.1.
June 28, 1962.

No. UEE 10426/4

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note No. 203 of the 27th of June which reads as follows:–

"I have the honour to refer to conversations which have been held, between representatives of the Delegations of the United States and of the United Kingdom to the 1960–61 Tariff Conference under the General Agreement on Tariffs and Trade and subsequently between the United States Embassy and the Board of Trade in London, in relation to the bilateral trade agreement of 1938 between the United States of America and the United Kingdom of Great Britain and Northern Ireland, the substantive provisions of which were rendered inoperative by the supplementary agreement of October 30, 1947, for such time as the United States and the United Kingdom are both contracting parties to the General Agreement.

[1] July 28, 1962.

"It is my understanding that agreement was reached in these conversations that it would now be appropriate to terminate in full:–

(1) the Trade Agreement signed in Washington on November 17, 1938, together with the following related exchanges of notes of the same date:–

(a) Raw Materials

(b) Anti-Dumping and Countervailing Duties

(c) British preferences to Mandated Territories

(d) Tariff Treatment of United States Goods in certain British Colonies, Protectorates and in Territories under Mandate

(e) Export Restrictions on Rubber Plants

(f) Apples and Citrus Fruits

(g) Beef and Veal

(h) Consultation Regarding Valuation

(2) The Agreement supplementary to the General Agreement on Tariffs and Trade signed in Geneva on October 30, 1947, together with the related letters of understanding of the same date.

"If you concur, I propose that this Note and your reply thereto constitute an agreement terminating in full the bilateral trade agreement and related arrangements listed herein on the thirtieth day following the date of your reply.

"If at any time either the United States or the United Kingdom should cease to be a contracting party to the General Agreement on Tariffs and Trade, it would be the intention of the two Governments to consult together regarding trading arrangements between their two countries."

I have to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note and the present reply shall constitute an agreement between the two Governments in this matter, which shall enter into force on the thirtieth day after this day's date.

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

HOME.

His Excellency,
The Honourable DAVID K. E. BRUCE, C.B.E.,
etc., etc., etc.,
24–31 Grosvenor Square,
W.1.

TIAS 5124

ARGENTINA

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Washington June 22, 1962;
Entered into force July 27, 1962.
With exchange of notes.

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the Government of the United States of America and the Government of the Argentine Republic on July 29, 1955 signed an Agreement for Cooperation Concerning Civil Uses of Atomic Energy; [1] and

Whereas such Agreement provides that it is the hope and expectation of the Parties that the initial Agreement for Cooperation would lead to consideration of further cooperation extending to the design, construction, and operation of power-producing reactors; and

Whereas the Government of the Argentine Republic has advised the Government of the United States of America of its desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy including the design, construction, and operation of power-producing reactors; and

Whereas the Government of the United States of America desires to cooperate with the Government of the Argentine Republic in such a program as hereinafter provided; and

Whereas the Parties desire that the Agreement for Cooperation signed on July 29, 1955, as amended,[2] be superseded by this Agreement which includes the new areas of cooperation;

The Parties therefore agree as follows:

ARTICLE I

For the purpose of this Agreement:

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

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[1] TIAS 3299; 6 UST 2537.
[2] TIAS 4527; 11 UST 1825.

(b) "Equipment and devices" and "equipment or device" means any instrument, apparatus, or facility and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(c) "Person" means any individual, enterprise, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation, but does not include the Parties to this Agreement.

(d) "Reactor" means an apparatus, other than an atomic weapon, in which self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(e) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear materials; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(f) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(g) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

(h) "Source material" means (1) uranium, thorium, or any other material which is determined by either Party to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as either Party may determine from time to time.

(i) "Parties" means the Government of the United States of America, including the United States Atomic Energy Commission on behalf of the Government of the United States of America, and the Government of the Argentine Republic. "Party" means one of the Parties.

Article II

A. Restricted Data shall not be communicated under this Agreement and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

B. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall assist each other in the achievement of the use of atomic energy for peaceful purposes.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate because the information is privately owned or has been received from another Government.

ARTICLE III

Subject to the provisions of Article II, unclassified information, including information in the specific fields set out below, shall be exchanged between the Commission and the Government of the Argentine Republic with respect to the application of atomic energy to peaceful uses, including research and development relating to such uses and problems of health and safety connected therewith:

(a) The development, design, construction, operation, and use of research, materials testing, experimental power, demonstration power, and power reactors, and reactor experiments;

(b) Health and safety problems related to the operation and use of research, materials testing, experimental power, and power reactors, and reactor experiments;

(c) The use of radioactive isotopes and radiation in physical and biological research, medical therapy, agriculture, and industry.

ARTICLE IV

The application or use of any information (including design drawings and specifications) and any material, and equipment and devices, exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, materials, and equipment and devices for any particular use or application.

ARTICLE V

A. Research Materials

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy and under the limitations set forth in Article II, including source materials, special nuclear materials, by-product materials, other radioisotopes, and stable isotopes, will, under this Article, be sold or otherwise transferred to the Government of the Argentine Republic for research purposes other than fueling reactors and reactor experiments in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

B. Research Facilities

Subject to the provisions of Article II, and under such terms and conditions as may be agreed, and to the extent as may be agreed,

specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available, when such facilities are not commercially available.

ARTICLE VI

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States of America or Argentina may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, persons under the jurisdiction of either the Government of the United States of America or the Government of the Argentine Republic will be permitted to make arrangements to transfer and export materials, including equipment and devices, to, and to perform services for, the other Government and such persons under its jurisdiction as are authorized by the other Government to receive and possess such materials and utilize such services, subject to:

(a) The limitations in Article II;

(b) Applicable laws, regulations, and license requirements of the Government of the United States of America and the Government of the Argentine Republic.

ARTICLE VII

A. The Commission will sell or lease, as may be agreed, to the Government of the Argentine Republic, uranium enriched up to twenty per cent (20%) in the isotope U-235, except as otherwise provided in paragraph C of this Article, in such quantities as may be agreed, in accordance with the terms, conditions, and delivery schedules set forth in contracts, for fueling defined research reactors, materials testing reactors, reactor experiments, and power and demonstration power reactors, which the Government of the Argentine Republic, in consultation with the Commission, decides to construct or authorizes private organizations to construct and which are constructed within or under the jurisdiction of Argentina and as required in experiments related thereto; provided, however, that the net amount of any uranium sold or leased under this Article during the period of this Agreement shall not at any time exceed sixty-five (65) kilograms of the isotope U-235 contained in such uranium. This net amount shall be the gross quantity of such contained U-235 in uranium sold or leased to the Government of the Argentine Republic during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U–235 transferred by the Commission under this Article and in the custody of the Government of the Argentine Republic shall not at any time be in excess of the quantity necessary for the full loading of each defined reactor project which the Government of the Argentine Republic or persons under its jurisdiction construct and fuel with uranium received from the United States of America, as provided herein, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments while replaced fuel is radioactively cooling, is in transit, or, subject to the provisions of paragraph E of this Article, is being reprocessed in Argentina, it being the intent of the Commission to make possible the maximum usefulness of the material so transferred.

C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched up to ninety per cent (90%) in the isotope U–235 for use in research reactors, materials testing reactors, reactor experiments, and power and power demonstration reactors, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U–235 contained in such uranium.

D. It is understood and agreed that although the Government of the Argentine Republic may distribute uranium enriched in the isotope U–235 to authorized users in Argentina, the Government of the Argentine Republic will retain title to any uranium enriched in the isotope U–235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U–235.

E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

F. With respect to any special nuclear material not subject to the option referred to in paragraph G of this Article and produced in reactors fueled with materials obtained from the United States of America, which is in excess of the need of Argentina for such materials in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted:

(a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and

(b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised.

G. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Argentine Republic and, after reprocessing as provided in Paragraph E of this Article, shall be returned to the Government of the Argentine Republic, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby accorded, to retain, with appropriate credit to the Government of the Argentine Republic, any such special nuclear material which is in excess of the needs of Argentina for such material in its program for the peaceful uses of atomic energy.

H. Some atomic energy materials which the Government of the Argentine Republic may request the Commission to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Argentine Republic, the Government of the Argentine Republic shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or other reactor materials which the Commission may, pursuant to this Agreement, lease to the Government of the Argentine Republic or to any private individual or private organization under its jurisdiction, the Government of the Argentine Republic shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source or special nuclear material or other reactor materials after delivery by the Commission to the Government of the Argentine Republic or to any authorized private individual or private organization under its jurisdiction.

Article VIII

As may be necessary and as may be mutually agreed in connection with the subjects of agreed exchange of information as provided in Article III, and under the limitations set forth in Article II, and under such terms and conditions as may be mutually agreed, specific arrangements may be made from time to time between the Parties for lease, or sale and purchase, of quantities of materials, other

than special nuclear material, greater than those required for research, when such materials are not available commercially.

ARTICLE IX

A. The Government of the United States of America and the Government of the Argentine Republic emphasize their common interest in assuring that any material and equipment or device made available to the Government of the Argentine Republic pursuant to this Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XI, by safeguards of the International Atomic Energy Agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

1. With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(i) reactor and

(ii) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards, which are to be made available to the Government of the Argentine Republic or persons under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or any other material designated by the Commission;

2. With respect to any source or special nuclear material made available to the Government of the Argentine Republic or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials or equipment and devices so made available:

(i) source material, special nuclear material, moderator material, or any other material designated by the Commission,

(ii) reactors,

(iii) any other equipment or device designated by the Commission as an item to be made available on condition that the provisions of this subparagraph B2 will apply,

(a) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in insuring accountability for such material; and

(b) to require that any such material in the custody of the Government of the Argentine Republic or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guaranties set forth in Article X;

3. To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B2 of this Article which is not currently utilized for civil purposes in Argentina and which is not purchased or retained by the Government of the United States of America pursuant to Article VII, paragraph F(a) and paragraph G of this Agreement, transferred pursuant to Article VII, paragraph F(b) of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

4. To designate, after consultation with the Government of the Argentine Republic, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Argentine Republic, shall have access to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B2 of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

5. In the event of non-compliance with the provisions of this Article or the guaranties set forth in Article X, and the failure of the Government of the Argentine Republic to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials and equipment and devices referred to in subparagraph B2 of this Article;

6. To consult with the Government of the Argentine Republic in the matter of health and safety.

C. The Government of the Argentine Republic undertakes to facilitate the application of the safeguards provided for in this Article.

Article X

The Government of the Argentine Republic guarantees that:

(a) Safeguards provided in Article IX shall be maintained.

(b) No material, including equipment and devices, transferred to the Government of the Argentine Republic or authorized persons under its jurisdiction pursuant to this Agreement, by lease, sale, or otherwise, shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Argentine Republic except as the Commission may agree to such transfer to another nation or group of nations and then only if in the opinion of the Commission such transfer falls within the scope

of an agreement for cooperation between the United States of America and the other nation or group of nations.

ARTICLE XI

The Government of the United States of America and the Government of the Argentine Republic affirm their common interest in making mutually satisfactory arrangements to avail themselves, as soon as practicable, of the facilities and services to be made available by the International Atomic Energy Agency and to that end:

(a) The Parties will consult with each other, upon request of either Party, to determine in what respects, if any, they desire to modify the provisions of this Agreement for Cooperation. In particular, the Parties will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the International Agency of those conditions, controls, and safeguards, including those relating to health and safety standards, required by the International Agency in connection with similar assistance rendered to a cooperating nation under the aegis of the International Agency. If the Parties conclude that it is desirable to arrange for administration of safeguards by the International Agency on material and equipment transferred hereunder to the Government of the Argentine Republic, it is contemplated that arrangements for such administration may be effected without modifying the terms of this Agreement; such arrangements may provide that safeguards rights heretofore accorded to the United States of America under this agreement on such material and equipment may be suspended during such time as International Agency safeguards are in force with respect thereto.

(b) In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided in subparagraph (a) of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Argentine Republic shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction.

ARTICLE XII

A. The Agreement for Cooperation signed on July 29, 1955, as amended, is superseded in its entirety on the day this Agreement enters into force.

B. This Agreement shall enter into force [1] on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and con-

[1] July 27, 1962.

stitutional requirements for the entry into force of such Agreement and shall remain in force for a period of two years.

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

DONE at Washington, in duplicate, this twenty-second day of June, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

EDWIN M MARTIN

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE ARGENTINE REPUBLIC:

R T ALEMANN

The Secretary of State to the Argentine Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of the Argentine Republic and has the honor to refer to the Agreement for Cooperation Between the Government of the United States and the Government of the Argentine Republic Concerning the Civil Uses of Atomic Energy signed today.

The Secretary of State understands that the Government of the Argentine Republic may decide to transfer materials, including equipment and devices, received pursuant to this Agreement to a location within Antarctica. In this connection, the Secretary of State wishes to point out that the Government of the United States does not recognize any rights or claims of territorial sovereignty within Antarctica. The Secretary of State also wishes to refer to Article IV of the Antarctic Treaty [1] and to point out that it is the understanding of the Government of the United States that nothing in the present Agreement bears upon the traditional position of each Government with respect to claims of territorial sovereignty in Antarctica. Further, the Government of the United States will consider that the requirements of Article VII and X of this Agreement relating to jurisdiction have been satisfied so long as the Government of the Argentine Republic retains exclusive custody and control of the materials, including equipment and devices, in Antarctica.

The Secretary of State would appreciate receiving confirmation that the Government of the Argentine Republic has the same understanding with respect to the matters stated above.

C W T

DEPARTMENT OF STATE,
Washington, June 22, 1962.

[1] TIAS 4780; 12 UST 796.

The Argentine Ambassador to the Secretary of State

EMBAJADA
DE LA
REPÚBLICA ARGENTINA

D.E. 254 JUNE 22, 1962

The Ambassador of the Government of the Argentine Republic presents his compliments to His Excellency the Secretary of State of the Government of the United States and has the honor to refer to the note from the Secretary of State dated June 22, 1962, regarding the Agreement for Cooperation Between the Government of the United States of America and the Government of the Argentine Republic Concerning Civil Uses of Atomic Energy.

In this connection, the Ambassador wishes to point out that the Argentine Republic reaffirms its sovereignty over the Argentine Sector of the Antarctic.

At the same time the Ambassador is pleased to inform His Excellency the Secretary of State that the Government of the Argentine Republic, bearing in mind Article IV of the Antarctic Treaty, is also of the understanding that nothing in the present Agreement bears upon the traditional position of each Government with respect to territorial sovereignty in Antarctica, and further, that it has taken note of the view of the Government of the United States with respect to the requirements of Articles VII and X relating to Jurisdiction.

The Ambassador of the Argentine Republic avails himself of the opportunity to renew to His Excellency the Secretary of State the assurances of his highest consideration.

WASHINGTON, *June 22, 1962*

His Excellency
THE SECRETARY OF STATE
Washington, D.C.

GUINEA

Agricultural Commodities

Agreement amending the agreement of February 2, 1962, as amended.
Effected by exchange of notes
Signed at Conakry June 29, 1962;
Entered into force June 29, 1962.

The American Ambassador to the Guinean Minister of Telecommunications

AMERICAN EMBASSY,
CONAKRY, REPUBLIC OF GUINEA,
June 29, 1962.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of February 2, 1962, as amended,[1] and propose that that agreement be further amended as follows:

Article I of the Agreement, in response to a request of the Government of the Republic of Guinea, is increased from the original total value of $10.4 million to $10.67 million by addition of soybean oil and/or cotton oil in the value of $200,000, dried milk in the value of $20,000, and canned milk in the value of $40,000. Additional ocean transportation of $10,000 is also included.

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

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

WILLIAM ATTWOOD

His Excellency
ALASSANE DIOP,
Minister of Telecommunications,
Conakry, Republic of Guinea.

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[1] TIAS 4948, 5057; *ante*, pp. 131, 1114.

The Guinean Minister of Telecommunications to the American Ambassador

29 JUIN 1962

à Monsieur l'AMBASSADEUR DES ETATS-UNIS
D'AMERIQUE EN GUINEE
Conakry

MONSIEUR L'AMBASSADEUR,

Je me refère à votre lettre du 29 Juin par laquelle vous reférant à l'accord conclu sur les produits agricoles entre nos deux Gouvernements le 2 Février 1962, vous proposez des modifications suivant la traduction en français ci-dessous:

Article 1 de l'Accord, en réponse à la demande du Gouvernement de la République de Guinée, est augmenté de la valeur totale originale de $ 10.4 millions à $ 10.67 millions par l'addition de l'huile de soya et ou de l'huile de coton d'une valeur de $ 200.000, du lait en poudre d'une valeur de $ 20.000 et du lait (évaporé) en boite d'une valeur de $ 40.000. En plus est compris la somme de $ 10.000 de frais de transport de mer.

Nous vous proposons que le présent avec votre réponse faisant état de votre accord constituent un accord entre nos deux Gouvernements sur ce sujet et que cet Accord entre en vigueur à partir de la date de votre lettre de réponse.

J'ai l'honneur de vous confirmer l'accord de nos Gouvernement sur les termes de votre lettre qui, jointe à ma réponse constitueront pour compter de ce jour en Juin 1962, le nouvel accord entre nos deux Gouvernements.

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

DIOP
Diop Alassane

Son Excellence Monsieur
ATWOOD
Ambassadeur des Etats-Unis
d'Amerique en Guinee
Conakry

Translation

JUNE 29, 1962

To the AMBASSADOR OF THE
UNITED STATES OF AMERICA IN GUINEA,
Conakry.

MR. AMBASSADOR:

I refer to your note of June 29, wherein, with regard to the Agricultural Commodities Agreement concluded between our two Governments on February 2, 1962, you propose amendments which read as follows in French translation:

[For the English language text, see *ante*, p. 1800.]

I have the honor to confirm to you the agreement of our Government to the terms of your note, which, together with my reply, will constitute the new agreement between our two Governments, effective from this day in June 1962.

Accept, Mr. Ambassador, the assurance of my very high consideration.

DIOP

Diop Alassane

His Excellency Mr. ATTWOOD,
Ambassador of the
United States of America in Guinea,
Conakry.

SENEGAL

Defense: Furnishing of Military Equipment, Materials and Services

Agreement effected by exchange of notes
Signed at Dakar July 20, 1962;
Entered into force July 20, 1962.

The American Ambassador to the Senegalese Prime Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
July 20, 1962

No. 10

EXCELLENCY:

I have the honor to refer to conversations and correspondence between representatives of our two Governments and to advise you that, for the purposes of assuring the security and supporting the development of the Republic of Senegal, the Government of the United States of America is prepared to furnish military assistance to the Government of the Republic of Senegal in accordance with the following understandings:

1) The Government of the United States of America shall furnish to the Government of the Republic of Senegal such military equipment, materials and services as may be requested by representatives of the Government of the Republic of Senegal and agreed to by representatives of the Government of the United States of America, in accordance with such terms and conditions as may be agreed upon by the representatives of the two Governments.

2) The Government of the Republic of Senegal requires and shall use the military equipment, materials and services furnished by the Government of the United States of America solely to maintain its internal security and legitimate self-defense. It is self-evident that the Government of the Republic of Senegal, as a member of the United Nations Organization, interprets the term "legitimate self-defense" within the scope of the United Nations Charter [1] as excluding an act of aggression against any other state.

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[1] TS 993; 59 Stat. 1031.

3) The Government of the Republic of Senegal shall not relinquish or transfer title to, or possession of, the military equipment, materials and services furnished by the Government of the United States of America without the prior consent of the Government of the United States of America.

4) The Government of the Republic of Senegal shall offer for return to the Government of the United States of America any military equipment and materials furnished by the Government of the United States of America which are no longer required for the purposes for which they were originally made available.

5) The Government of the Republic of Senegal will protect the security of any equipment, materials, or information furnished hereunder.

6) The Government of the Republic of Senegal will permit the military personnel sent by the Government of the United States to observe the utilization and maintenance of the materiel furnished within the framework of the present Agreement and to discharge the other responsibilities of the United States Government under the terms of Articles One through Five inclusive of the present Agreement. In their relations with the Government of the Republic of Senegal, such personnel will operate as part of the Embassy of the United States of America under the direction and control of the Ambassador. The superior officer and his deputy will be accorded the privileges and immunities provided for diplomatic agents in the Convention on Diplomatic Relations signed at Vienna, April 18, 1961. The other personnel will have the privileges and immunities provided for administrative and technical staff in the referenced Convention.

If these understandings are acceptable to Your Excellency's Government, I propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

PHILIP M. KAISER

His Excellency,
MAMADOU DIA,
Prime Minister of Senegal,
Dakar

The Senegalese Prime Minister to the American Ambassador

Y.D.3
RÉPUBLIQUE DU SÉNÉGAL
UN PEUPLE—UN BUT—UNE FOI

MINISTÈRE
DE LA
DÉFENSE NATIONALE

CABINET

No 507/M.DEF.N./DIR.CAB. DAKAR, *le 20 Juil 1962*

Le Président du Conseil,
Ministre de la Défense Nationale,

A Son Excellence
Monsieur L'AMBASSADEUR DES ETATS-UNIS
D'AMERIQUE,
Dakar

REFERENCE: Votre lettre n° 10 du 20 Juillet 1962.

EXCELLENCE,

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

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

I/- Le Gouvernement des Etats-Unis d'Amérique fournira au Gouvernement de la République du Sénégal l'équipement, le matériel et les services militaires que les représentants de la République du Sénégal pourraient demander et dont la fourniture serait approuvée par les représentants du Gouvernement des Etats-Unis d'Amérique sur les bases et aux conditions qui auraient reçu l'agrément des représentants des deux Gouvernements.

II/- Le Gouvernement de la République du Sénégal requiert et utilisera l'équipement, le matériel et les services militaires fournis par le Gouvernement des Etats-Unis d'Amérique, dans le seul but de préserver sa sécurité intérieure et d'exercer son droit de légitime défense. Il est évident que le Gouvernement de la République du Sénégal, en qualité de membre de l'Organisation des Nations Unies, interprète l'expression "légitime défense" dans le sens que lui donne la Charte des Nations Unies, c'est-à-

dire comme interdisant tout acte d'agression contre un autre Etat.

III/- Le Gouvernement de la République du Sénégal s'engage à ne pas céder ou transférer la propriété ou la possession de l'équipement, du matériel et des services militaires fournis par le Gouvernement des Etats-Unis d'Amérique sans le consentement préalable du Gouvernement des Etats-Unis d'Amérique.

IV/- Le Gouvernement de la République du Sénégal offrira de faire retour au Gouvernement des Etats-Unis d'Amérique de tout équipement ou matériel militaire fourni par le Gouvernement des Etats-Unis d'Amérique qui ne serait plus indispensable à la poursuite des objectifs pour lesquels il avait été primitivement mis à la disposition du Gouvernement de la République du Sénégal.

V/- Le Gouvernement de la République du Sénégal assurera la protection de tous équipements, matériel ou renseignements fournis en vertu des dispositions prévues au présent Accord.

VI/- Le Gouvernement de la République du Sénégal permettra au personnel militaire envoyé par le Gouvernement des Etats-Unis d'observer l'utilisation et l'entretien du matériel fourni dans le cadre du présent Accord et de s'acquitter des autres obligations qui incombent au Gouvernement des Etats-Unis d'Amérique en vertu des dispositions des Articles 1 à 5 inclus du présent Accord. Dans ses rapports avec le Gouvernement de la République du Sénégal, ce personnel exercera ses fonctions comme faisant partie de l'Ambassade des Etats-Unis d'Amérique sous la direction et sous la surveillance de l'Ambassadeur. L'Officier Supérieur et son Adjoint bénéficieront des privilèges et immunités prévus pour les agents diplomatiques dans la Convention sur les Relations Diplomatiques signée à VIENNE le 18 Avril 1961. Les autres membres du personnel bénéficieront des privilèges et immunités prévus pour le personnel administratif et technique dans la Convention précitée.

En ce qui concerne la désignation et la composition de la Commission Militaire Américaine, cette question fait l'objet de ma lettre n° 500 / M.DEF.N./DIR.CAB. du 20 Juillet 1962, faisant suite à vos notes n°s 101 du 29 Mai et 3 du 5 Juillet 1962.

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

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

[SEAL] MAMADOU DIA

Signé: Mamadou Dia

TIAS 5127

Translation

Y.D.3
REPUBLIC OF SENEGAL
ONE PEOPLE—ONE GOAL—ONE FAITH

MINISTRY OF NATIONAL DEFENSE

OFFICE

No. 507/M.DEF.N./DIR.CAB. DAKAR, *July 20, 1962*

Reference: Your note No. 10 of July 20, 1962

The President of the Council
Minister of National Defense
to
His Excellency
THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
Dakar.

EXCELLENCY:

Referring to the conversations that have taken place between representatives of our two Governments, you have been good enough to send me for approval, in the note indicated above, the draft of an agreement relating to the military assistance which the United States is prepared to furnish to the Republic of Senegal.

I have the honor to inform you that my Government approves the draft agreement, as set forth in your aforesaid letter, to wit:

[For the English language text of paragraphs 1–6, see *ante*, pp. 1803, 1804.]

The designation and composition of the American Military Commission is the subject of my note no. 500/M.Def.N./Dir.Cab., of July 20, 1962,[1] in reply to your notes nos. 101 of May 29 and 3 of July 5, 1962.[1]

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

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

[SEAL] MAMADOU DIA
Mamadou Dia

[1] Not printed.

FRANCE

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of June 19, 1956, as amended. Signed at Washington June 22, 1962; Entered into force August 10, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION CONCERNING CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC

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

Desiring to amend further the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the French Republic, signed at Washington on June 19, 1956 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on July 3, 1957,[2] the Agreement signed at Washington on July 22, 1959,[3] and the Agreement signed at Washington on September 30, 1960,[4]

Have agreed as follows:

ARTICLE I

Paragraph A of Article VIII of the Agreement for Cooperation, as amended, is further amended by inserting a comma and the words "criticality experiments" after the words "materials testing reactors" in the first sentence of said paragraph.

ARTICLE II

Paragraph C of Article VIII of the Agreement for Cooperation, as amended, is deleted and the following paragraph C is substituted in lieu thereof:

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[1] TIAS 3689; 7 UST 3097.
[2] TIAS 3883; 8 UST 1354.
[3] TIAS 4313; 10 UST 1654.
[4] TIAS 4694; 12 UST 211.

"C. 1. The Commission may, upon request and in its discretion, make a portion of the foregoing special nuclear material available as material enriched up to ninety per cent (90%) for use in (a) research reactors, materials testing reactors and reactor experiments, each capable of operating with a fuel load not to exceed 8 kilograms of U–235 contained in uranium and (b) criticality experiments, provided that not more than 100 kilograms of U–235 in the aggregate will be available for such criticality experiments. In addition, the Commission may upon request and in its discretion make up to a net amount of 300 kilograms of the U–235 to be transferred under this Article available as material enriched up to sixty per cent (60%) for use in the reactor experiment Rapsodie.

"2. In addition to the transfers for the purposes provided under Article VI and paragraphs A and C(1) of this Article, the Commission may transfer to the Government of the French Republic, under such terms and conditions as may be agreed by the Parties and within the limit of the amounts authorized in paragraph A of this Article, special nuclear material for the performance in France of conversion or fabrication services, or both, and subsequent transfer to a nation or group of nations with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls. It is understood that the net amount concept described in paragraph A of this Article is also applicable to such transfers for conversion or fabrication services."

ARTICLE III

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

AMENDEMENT A L'ACCORD DE COOPERATION RELATIF AUX USAGES CIVILS DE L'ENERGIE ATOMIQUE ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française,

[1] Aug. 10, 1962.

Désireux de modifier à nouveau l'Accord de Coopération relatif aux usages civils de l'énergie atomique entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française, signé à Washington le 19 juin 1956 (ci-après désigné par les termes "Accord de Coopération") modifié par l'Accord signé à Washington le 3 juillet 1957, l'Accord signé à Washington le 22 juillet 1959 et l'Accord signé à Washington le 30 septembre 1960,

Sont convenus de ce qui suit:

ARTICLE I

Le paragraphe A de l'Article VIII de l'Accord de Coopération, tel qu'il a été amendé, est amendé à nouveau par l'insertion d'une virgule et des mots "expériences de criticalité" après les mots "réacteurs d'essai de matériaux" dans la première phrase dudit paragraphe.

ARTICLE II

Le paragraphe C de l'Article VIII de l'Accord de Coopération, tel qu'il a été amendé, est supprimé, et remplacé par le paragraphe C suivant:

"C. 1. La Commission pourra, sur demande et à sa discrétion, fournir une partie des matières nucléaires spéciales susmentionnées à un taux d'enrichissement allant jusqu'à quatre-vingt-dix pour cent (90%) pour être utilisées dans (a) des réacteurs de recherche, des réacteurs d'essai de matériaux et des installations d'expérimentation de réacteurs, chacun étant susceptible de fonctionner avec une charge de combustible ne dépassant pas huit (8) kilogrammes d'uranium 235 contenu dans de l'uranium et (b) des expériences de criticalité, étant entendu que pas plus de 100 kilogrammes d'uranium 235 au total ne seront fournis pour de telles expériences de criticalité. En outre, la Commission pourra, sur demande et à sa discrétion, fournir jusqu'à concurrence d'une quantité nette de 300 kilogrammes de l'uranium 235, dont le transfert est prévu au titre de cet Article, à un taux d'enrichissement allant jusqu'à soixante pour cent (60%) en vue de son utilisation dans le réacteur expérimental Rapsodie.

"2. En plus des transferts destinés aux fins indiquées à l'Article VI et aux paragraphes A et C (1) de cet Article, la Commission pourra transférer au Gouvernement de la République Française, aux termes et conditions qui seront convenus par les Parties et dans la limite des quantités autorisées au paragraphe A de cet Article, des matières nucléaires spéciales en vue de l'exécution en France de travaux de transformation ou de fabrication, ou les deux, et le transfert ultérieur à un pays ou un groupe de pays avec lequel le Gouvernement des Etats-Unis d'Amérique a un Accord de Coopération dans le cadre duquel s'inscrit un tel transfert ultérieur. Il est

entendu que la notion de quantité nette définie au paragraphe A de cet Article est également applicable à de tels transferts pour travaux de transformation ou de fabrication."

ARTICLE III

Le présent amendement, qui sera considéré comme partie intégrante de l'Accord de Coopération, ainsi qu'il a été amendé, entrera en vigueur le jour où chacun des Gouvernements aura reçu de l'autre notification écrite qu'il a satisfait à toutes les exigences légales et constitutionnelles pour la mise en vigueur dudit amendement.

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

DONE at Washington, in duplicate, in the English and French languages, both equally authentic, this twenty-second day of June, 1962.

EN FOI DE QUOI, les soussignés, dûment autorisés, ont signé le présent Amendement.

FAIT à Washington, en double exemplaire, en anglais et en français, les deux textes faisant également foi, le vingt-deux juin 1962.

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

WILLIAM R. TYLER

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE:
POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE:

C. LEBEL

SOUTH AFRICA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 8, 1957.
Signed at Washington June 12, 1962;
Entered into force August 23, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Republic of South Africa,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of South Africa Concerning Civil Uses of Atomic Energy signed at Washington on July 8, 1957 [1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

ARTICLE I

The preamble and all articles of the Agreement for Cooperation in which the words "Union of South Africa" appear are amended, where not otherwise changed by the articles following, by deleting the word "Union" and substituting the word "Republic" in lieu thereof.

ARTICLE II

Article VI of the Agreement for Cooperation is amended to read as follows:

"A. Research Materials

"Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy as provided by Article IV and under the limitations set forth in Article III, including source materials, special nuclear materials, byproduct material, other radioisotopes, and stable isotopes, will be exchanged for research purposes

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[1] TIAS 3885; 8 UST 1367.

other than fueling reactors and reactor experiments in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially.

"B. Research Facilities

"Subject to the provisions of Article III, and under such terms and conditions as may be agreed, and to the extent as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available, when such facilities are not commercially available."

ARTICLE III

Article VIII of the Agreement for Cooperation is amended to read as follows:

"A. The United States Commission will sell or lease, as may be agreed, to the Government of the Republic of South Africa uranium enriched up to twenty per cent (20%) in the isotope U–235, except as otherwise provided in paragraph C of this Article, in such quantities as may be agreed in accordance with the terms, conditions, and delivery schedules set forth in contracts for fueling defined research, experimental power, demonstration power, and power reactors, materials testing reactors, and reactor experiments, which the Government of the Republic of South Africa, in consultation with the Commission, decides to construct or authorize private organizations to construct and which are constructed in the Republic of South Africa and as required in experiments related thereto; provided, however, that the net amount of any uranium sold or leased under this Article during the period of this Agreement shall not at any time exceed five hundred (500) kilograms of contained U–235. This net amount shall be the gross quantity of contained U–235 in uranium sold or leased to the Government of the Republic of South Africa during the period of this Agreement less the quantity of contained U–235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or international organization with the approval of the Government of the United States of America.

"B. Within the limitations contained in paragraph A of this Article, the quantity of uranium enriched in the isotope U–235 transferred by the United States Commission under this Article and in the custody of the Government of the Republic of South Africa shall not at any time be in excess of the amount of material necessary for the full loading of each defined reactor project which the Government of the Republic of South Africa or persons under its jurisdiction decide to construct and fuel with uranium obtained from the United States of America, as provided herein, plus such additional quantity as, in

the opinion of the United States Commission, is necessary to permit the efficient and continuous operation of such reactor or reactors while replaced fuel is radioactively cooling, is in transit, or, subject to the provisions of paragraph E of this Article, is being reprocessed in the Republic of South Africa, it being the intent of the United States Commission to make possible the maximum usefulness of the material so transferred.

"C. The United States Commission may, upon request and in its discretion, make a portion of the foregoing special nuclear material available as material enriched up to ninety per cent (90%) for use in materials testing reactors, research reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of contained U-235 in uranium.

"D. It is understood and agreed that although the Government of the Republic of South Africa may distribute uranium enriched in the isotope U-235 to authorized users in the Republic of South Africa, the Government of the Republic of South Africa will retain title to any uranium enriched in the isotope U-235 which is purchased from the United States Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235.

"E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the United States Commission in either United States Commission facilities or facilities acceptable to the United States Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the United States Commission or the facilities acceptable to the United States Commission for reprocessing.

"F. With respect to any special nuclear material not subject to the option referred to in paragraph G of this Article and produced in reactors fueled with material obtained from the United States of America which is in excess of the need of the Government of the Republic of South Africa for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or international organization in the event the option to purchase is not exercised.

"G. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account

of the Government of the Republic of South Africa and, after reprocessing as provided in paragraph E of this Article, shall be returned to the Government of the Republic of South Africa, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Republic of South Africa, any such special nuclear material which is in excess of the needs of the Republic of South Africa for such material in its program for the peaceful uses of atomic energy.

"H. Some atomic energy materials which the United States Commission may provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Republic of South Africa, the Government of the Republic of South Africa shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or other reactor material which the Commission may, pursuant to this Agreement, lease to the Government of the Republic of South Africa or to any private individual or private organization under its jurisdiction, the Government of the Republic of South Africa shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source or special nuclear material or other reactor materials after delivery by the United States Commission to the Government of the Republic of South Africa or to any authorized private individual or private organization under its jurisdiction."

ARTICLE IV

A. Article X, paragraph B of the Agreement for Cooperation is amended by deleting the word "proposed" before the words "International Atomic Energy Agency".

B. Article X, subparagraph B 3 of the Agreement for Cooperation is amended to read as follows:

"3. To require the deposit in storage facilities designated by the United States Commission of any of the special nuclear material referred to in subparagraph B 2 of this Article which is not currently utilized for civil purposes in the Republic of South Africa and which is not purchased or retained by the Government of the United States of America pursuant to Article VIII of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties."

ARTICLE V

Article XII of the Agreement for Cooperation is amended to read as follows:

"The Government of the United States of America and the Government of the Republic of South Africa affirm their common interest in making mutually satisfactory arrangements to avail themselves, as soon as practicable, of the facilities and services to be made available by the International Atomic Energy Agency and to that end:

(a) The Parties will consult with each other, upon request of either Party, to determine in what respects, if any, they desire to modify the provisions of the Agreement for Cooperation. In particular, the Parties will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the International Agency of those conditions, controls, and safeguards, including those relating to health and safety standards, required by the International Agency in connection with similar assistance rendered to a cooperating nation under the aegis of the International Agency. If the Parties conclude that it is desirable to arrange for administration of safeguards by the Agency on material and equipment transferred hereunder to the Government of the Republic of South Africa, it is contemplated that arrangements for such administration may be effected without the necessity of modifying the terms of this Agreement; such arrangements may provide that safeguards rights heretofore accorded to the United States of America under this agreement on such material and equipment may be suspended during such time as Agency safeguards are in force with respect thereto.

(b) In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided in subparagraph (a) of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Republic of South Africa shall return to the United States Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction."

ARTICLE VI

This amendment shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment and shall remain in force for the period of the Agreement for Cooperation.

[1] Aug. 23, 1962.

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

DONE at Washington, in duplicate, this twelfth day of June, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

HENRY J TASCA

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

A G DUNN.

SWEDEN

Trade

Interim agreement [1] relating to the General Agreement on Tariffs and Trade.
Signed at Geneva March 5, 1962;
Entered into force May 18, 1962.

INTERIM AGREEMENT
between
the United States of America and Sweden

The Government of the United States of America and the Government of Sweden, having carried on tariff negotiations pursuant to Article XXVIII bis of the General Agreement on Tariffs and Trade [2] at the 1960–61 Tariff Conference of the Contracting Parties to the General Agreement,[3] and desiring to enter immediately into a definitive agreement without awaiting the preparation of a Protocol embodying the results of that Conference, agree as follows:

I

The provisions of each party's schedule annexed hereto shall be applied by it as if this Agreement were a Protocol of Supplementary Concessions to the General Agreement.

II

The CONTRACTING PARTIES are requested to exercise the same functions with respect to the schedules annexed to this Agreement as they would exercise if these schedules were schedules to the General Agreement.

III

This Agreement shall enter into force upon signature, subject to such ratification by either party as may be required under its Constitution and laws.[4] However, the concessions set forth in the

[1] All numbered footnotes herein, except on page 1827, were added by the Department of State.

[2] TIAS 3930; 8 UST 1792.

[3] TIAS 1700; 61 Stat., pts. 5 and 6.

[4] Entered into force May 18, 1962, the date of ratification by Sweden. Ratification is not required by the United States.

schedule of a party shall take effect, except as otherwise provided in such schedule, thirty days after the date on which that party has notified the other party of its intention to put such concessions into effect.[1] A party which has put the concessions set forth in its schedule into effect shall have the right to suspend or withdraw them in whole or in part until such time as the other party gives such notification.

IV

This Agreement shall terminate at such time as a Protocol to the General Agreement on Tariffs and Trade embodying the results of the 1960–61 Tariff Conference and incorporating the schedules annexed hereto enters into force.

Done at Geneva this fifth day of March 1962.

For the Government of the United States of America

JOHN W EVANS

For the Government of Sweden

NILS MONTAN

[1] Notification given by the United States and by Sweden June 1, 1962, effective July 1, 1962.

SCHEDULE OF THE UNITED STATES OF AMERICA

This schedule is authentic only in the English language

Customs Territory of the United States

Most-Favored-Nation Tariff

(See general notes at the end of this Schedule)

Paragraph*	Description of Products	Rates of Duty A	Rates of Duty B
27(a)(3)(4)(5)	All products, by whatever name known, which are similar to any of the products provided for in paragraph 27 or 1651, Tariff Act of 1930, and which are obtained, derived, or manufactured in whole or in part from any of the products provided for in either of such paragraphs; and all mixtures, including solutions, consisting in whole or in part of any of the products provided for in subdivision (1), (2), or (3) of paragraph 27(a), Tariff Act of 1930:		
	2,3-dichloro-1,4-naphthoquinone.....	3.1¢ per lb. and 22½% ad val.	2.8¢ per lb. and 20% ad val.
28(a)	Medicinals, when obtained, derived, or manufactured in whole or in part from any of the products provided for in paragraph 27 or 1651, Tariff Act of 1930:		
	Salicylazosulfapyridine.....	3.1¢ per lb. and 22½% ad val.	2.8¢ per lb. and 20% ad val.
78	Potassium:		
	Hydroxide or caustic potash.....	0.35¢ per lb.	0.2¢ per lb.
201(a)	Fire brick, not specially provided for.....	4% ad val.	3% ad val.
218(f)	Table and kitchen articles and utensils, and all articles of every description not specially provided for, composed wholly or in chief value of glass, blown or partly blown in the mold or otherwise, or colored, cut, engraved, etched, frosted, gilded, ground (except such grinding as is necessary for fitting stoppers or for purposes other than ornamentation), painted, printed in any manner, sandblasted, silvered, stained, or decorated		

(*) The word "Paragraph" refers to the respective paragraphs appearing in the Tariff Act of 1930.

SCHEDULE OF THE UNITED STATES OF AMERICA

Paragraph	Description of Products	Rates of Duty A	Rates of Duty B
218(f) (con.)	Table and kitchen articles, etc. (con.): or ornamented in any manner, whether filled or unfilled, and whether their contents be dutiable or free (except articles and utensils commercially known as bubble glass and produced otherwise than by automatic machine; articles designed primarily for ornamental purposes, decorated chiefly by engraving, and valued at $8 or more each; articles blown or partly blown, in the mold or otherwise, if cut or engraved, and valued at $3 or more each; colored mosaic tiles; and Christmas tree ornaments):		
	Table, kitchen, and other household articles and utensils containing 24% or more of lead oxide.....	45¢ each article or utensil, but not less than 27% nor more than 45% ad val.	40¢ each article or utensil, but not less than 24% nor more than 40% ad val.
234(a)	Granite suitable for use as monumental, paving, or building stone, not specially provided for:		
	Unmanufactured, or not dressed, pointed, pitched, lined, hewn, or polished (including that which has been roughly squared merely to facilitate its shipment to the United States).....	4¢ per cu. ft.	1¢ per cu. ft.
301	The additional duty applicable under the third proviso to paragraph 301, Tariff Act of 1930, to vanadium contained in articles provided for in said paragraph 301, Tariff Act of 1930, shall be.....	45¢ per lb. on the vanadium content in excess of 1/10 of 1 per centum	40¢ per lb. on the vanadaium content in excess of 1/10 of 1 per centum

SCHEDULE OF THE UNITED STATES OF AMERICA

Paragraph*	Description of Products	Rates of Duty A	Rates of Duty B
302(k)	Ferrochrome or ferrochromium containing less than 3 per centum of carbon.....	9½% ad val.	8½% ad val.
305(2)	The additional cumulative duty to be levied, collected, and paid under paragraph 305(2), Tariff Act of 1930, on the vanadium content of all steel or iron in the materials and articles enumerated or described in paragraphs 303, 304, 307, 308, 312, 313, 315, 316, 317, 318, 319, 322, 323, 324, 327, and 328, Tariff Act of 1930, shall be.....	45¢ per lb. on the vanadium content in excess of 1/10 of 1 per centum	40¢ per lb. on the vanadium content in excess of 1/10 of 1 per centum
315	The additional duty under the third proviso to paragraph 315, Tariff Act of 1930, applicable to "strips of iron or steel, whether in long or short lengths, not specially provided for", as provided for in paragraph 313, Tariff Act of 1930, when cold hammered, blued, brightened, tempered or polished by any process to such perfected surface finish or polish better than the grade of cold rolled, smoothed only, shall be.....	0.09¢ per lb.	0.08¢ per lb.
320	Electric storage batteries and parts thereof, storage battery plates, and storage battery plate material, wholly or partly manufactured, all the foregoing not specially provided for (except lead-acid type storage batteries and parts thereof, lead-acid type storage battery plates, and lead-acid type storage battery plate material).....	18% ad val.	16% ad val.
328	Finished or unfinished iron or steel tubes, not specially provided for: If suitable for use in the manufacture of ball or roller bearings.....	13½% ad val.	12% ad val.
340	Mill saws, pit and drag saws, circular saws, and steel band saws, finished or further advanced than tempered and polished.....	9% ad val.	8% ad val.

SCHEDULE OF THE UNITED STATES OF AMERICA

Paragraph	Description of Products	Rates of Duty A	Rates of Duty B
362	Files, file blanks, rasps, and floats, of whatever cut or kind, seven inches in length or over.....	20¢ per doz.	17.5¢ per doz.
370	Parts of motor boats: Internal combustion engines, except non-carburetor type engines weighing over 2,500 pounds each.....	8¾% ad val.	
372	Cash registers.....	11% ad val.	10% ad val.
372	Cream separators, valued over $50 but not over $100 each.....	5% ad val.	4% ad val.
372	Machines, finished or unfinished, not specially provided for: Mining machines.....	10½% ad val.	9% ad val.
	Sawmill and other wood-working machines (except reciprocating gang-saw machines).....	10½% ad val.	10% ad val.
372	Parts, not specially provided for, wholly or in chief value of metal or porcelain, of any article provided for in any item 372 of this Schedule.....	The rate for the article of which they are parts	The rate for the article of which they are parts
389	Nickel, and alloys (except those provided for in paragraph 302 or 380, Tariff Act of 1930) in which nickel is the component material of chief value: In bars, rods, plates, sheets, strips, strands, castings, wire, anodes, or electrodes.....	11% ad val.	10% ad val.
	All the foregoing, if cold rolled, cold drawn, or cold worked.....	4½% ad val. in addition to the foregoing rate	4% ad val. in addition to the foregoing rate
1402	Paper board and pulpboard, including cardboard (but not including wallboard; leather board or compress leather; and except pulpboard 0.012 inch or more thick, of a kind chiefly used as corrugating media; strawboard; solid fiber shoe board and all counter board; and insulating board),		

SCHEDULE OF THE UNITED STATES OF AMERICA

Paragraph*	Description of Products	Rates of Duty A	Rates of Duty B
1402 (con.)	Paper board and pulpboard, etc. (con.): not plate finished, supercalendered or friction calendered, laminated by means of an adhesive substance, coated, surface stained or dyed, lined or vat-lined, embossed, printed, decorated or ornamented in any manner, nor cut into shapes for boxes or other articles and not specially provided for:		
	Beer mat board.....	5% ad val.	4% ad val.
	Pulpboard in rolls for use in the manufacture of wallboard; and wet machine board.....	4% ad val.	3% ad val.
1406	Labels and flaps, composed wholly or in chief value of paper lithographically printed in whole or in part from stone, gelatin, metal, or other material, not specially provided for:		
	Over 10 square inches cutting size in dimensions, or not over such dimensions and neither embossed nor die-cut, any of the foregoing printed in less than 8 colors (bronze printing to be counted as 2 colors), but not printed in whole or in part in metal leaf.....	19¢ per lb.	17¢ per lb.
1517	Cartridges, except shotgun shells.....	27% ad val.	25% ad val.
1530 (c)	Leather (except leather provided for in subdivision (d) of paragraph 1530, Tariff Act of 1930), made from hides or skins of animals (including fish, reptiles, and birds, but not including cattle of the bovine species), in the rough, in the white, crust, or russet, partly finished, or finished:		
	Chamois (except oil-tanned), garment or glove, made from lamb or sheep skins.....	11% ad val.	10% ad val.
1535	Parts of fishing reels, finished or unfinished, not specially provided for....	30½% ad val.	27% ad val.

SCHEDULE OF THE UNITED STATES OF AMERICA

Paragraph*	Description of Products	Rates of Duty A	Rates of Duty B
1537 (b)	Manufactures of india rubber or gutta-percha, or of which these substances or either of them is the component material of chief value, not specially provided for:		
	Tires	11% ad val.	10% ad val.
1732	Oils, expressed or extracted:		
	Rapeseed, rendered unfit for use as food or for any but mechanical or manufacturing purposes	Free	

SCHEDULE OF THE UNITED STATES OF AMERICA

Section**	Description of Products	Rates of Import Tax	
		A	B
4571 (1)	Rapeseed oil, whether or not refined, sulphonated, sulphated, hydrogenated, or otherwise processed.....	2¢ per lb.	1.8¢ per lb.

GENERAL NOTES

1. The provisions of this Schedule are subject to the pertinent notes appearing at the end of Schedule XX (Geneva-1947) annexed to the General Agreement on Tariffs and Trade, as authenticated at Geneva on October 30, 1947.

2. Subject to the provisions of this Schedule, to the provisions of this Agreement, and to the provisions of section 350(a)(4)(B) and (C) of the Tariff Act of 1930,[1] the rates specified in the rate columns in this Schedule will become effective as follows:

(a) Rates in Column A will become initially effective on the day provided therefor in the proclamation by the President of the United States[2] to carry out the provisions of this Agreement. Rates in Column B will become initially effective in each case upon the expiration of a full period of one year after the related rate in Column A became initially effective. A rate shall be considered as becoming initially effective as indicated above even though such rate reflects no change in rate of duty, and notwithstanding duty on the product or products concerned is temporarily suspended.

(b) For the purposes of subparagraph (a) above, the phrase "full period of one year" means a period or periods aggregating one year exclusive of the time, after a rate becomes initially effective, when, by reason of legislation of the United States or action thereunder, a higher rate of duty is being applied.

**The word "Section" refers to the respective section appearing in the Internal Revenue Code of 1954.

[1] 72 Stat. 674; 19 U.S.C. § 1351 (a)(4)(B) and (C).

[2] Rates effective July 1, 1962. See Proclamation 3468 of Apr. 30, 1962; 27 Fed. Reg. 4239, 4241.

1960/61 TARIFF NEGOTIATIONS

Final list of concessions granted by

SWEDEN

to

THE UNITED STATES OF AMERICA

This list is authentic only in the English language.

Tariff Item Number	Description of Products	Rate of Duty Sw.Cr/100 Kg.or ad val.
ex 09.01	Coffee, whether or not roasted or freed of caffeine; coffee husks and skins; coffee substitutes containing coffee in any proportion:	
	Coffee, roasted.....100 Kg.	60:-
	plus special tax 100 Kg.	45:-
ex 19.08	Pastry, biscuits, cakes and other fine bakers' wares, whether or not containing cocoa in any proportion:	
	Biscuits and wafers.....ad val.	10%
ex 20.06	Fruit otherwise prepared or preserved, whether or not containing added sugar or spirit:	
	Other than pulp:	
	Pineapples, apricots, peaches and mixed fruits for salad.....100 Kg.[1]	25:-
ex 20.07	Fruit juices (including grape must) and vegetable juices, whether or not containing added sugar, but unfermented and not containing spirit:	
	Unsweetened, in vessels weighing gross:	
	3 Kg. or less:	
	Of citrus fruits.....100 Kg.[1]	20:-
	Of vegetables .....100 Kg.[1]	20:-
ex 21.04	Sauces; mixed condiments and mixed seasonings:	
	Sauces containing not more than 20% of fatty substances.....ad val.	8%
ex 33.06	Perfumery, cosmetics and toilet preparations:	
	Not containing alcohol(ethyl alcohol):	
	Shaving cream.....ad val.	12%

1) The duty shall be calculated on the weight of the goods incl. such packings in which the goods are usually sold by retail.

ex 38.11	Disinfectants, insecticides, fungicides, weed-killers, anti-sprouting products, rat poisons and similar products, put up in forms or packings for sale by retail or as preparations or as articles (for example, sulphur-treated bands, wicks and candles, fly-papers):	
	Insecticides, fungicides and weed-killers.....ad val.	10%
ex 40.06	Unvulcanised natural or synthetic rubber, including rubber latex, in other forms or states, (for example, rods, tubes and profile shapes, solutions and dispersions); articles of unvulcanised natural or synthetic rubber (for example, coated or impregnated textile thread; rings and discs):	
	Solutions and dispersions.....ad val.	8%
ex 40.13	Articles of apparel and clothing accessories (including gloves), for all purposes, of unhardened vulcanised rubber:	
	Gloves .....ad val.	10%
ex 61.10	Gloves, mittens, mitts, stockings, socks and sockettes, not being knitted or crocheted goods:	
	Of other textile materials than continuous man-made fibres.....ad val.	15%
ex 82.02	Saws (non-mechanical) and blades for hand or machine saws (including toothless saw blades):	
	Saw blades, other than the following: band saw blades, circular saw blades, blades for rail saws and for hack saws, frame saw and log saw blades. ....ad val.	8%
ex 82.05	Interchangeable tools for hand tools, for machine tools or for power-operated hand tools (for example, for pressing, stamping, drilling, tapping, threading, boring, broaching, milling, cutting, turning, dressing, morticing or screw driving), including dies for wire drawing, extrusion dies for metal, and rock drilling bits:	
	Threading and tapping tools.....ad val.	8%
ex 84.05	Steam and other vapour power units, not incorporating boilers:	
	Steam turbines.....ad val.	10%

ex 84.06	Internal combustion piston engines:	
	Spark-ignition engines:	
	Marine engines (other than outboard motors) with a cylinder capacity of more than 1,5 litres.....ad val.	10%
	Other, except the following: stationary engines, aircraft engines, marine engines, auxiliary engines for cycles, motorcycle and automobile engines... .....ad val.	10%
	Compression-ignition diesel engines, weighing each more than 500 Kg...ad val.	10%
ex 84.41	Sewing machines; furniture specially designed for sewing machines; sewing machine needles:	
	Sewing machines (other than for the shoe-manufacturing industry), not principally intended for domestic use .....ad val.	10%
84.47	Machine-tools for working wood, cork, bone, ebonite (vulcanite), hard artificial plastic materials or other hard carving materials, other than machines falling within heading No. 84.49 .....ad val.	10%
ex 84.58	Automatic vending machines (for example, stamp, cigarette, chocolate and food machines), not being games of skill or chance:	
	Automatic vending machines, electrically operated, and parts thereof .....ad val.	10%
ex 87.02	Motor vehicles for the transport of persons, goods or materials (including sports motor vehicles, other than those of heading No. 87.09):	
	Straddle trucks .....ad val.	10%
ex 92.11	Gramophones, dictating machines and other sound recorders and reproducers, including record-players and tape decks with or without sound-heads:	
	Coin operated gramophones .....ad val.	5%

SPAIN

Economic Cooperation: Modification of Counterpart Deposit Requirement Under Agreement of September 26, 1953

Agreement effected by exchange of notes
Dated at Madrid May 22, 1962;
Entered into force May 22, 1962.

The American Embassy to the Spanish Ministry of Foreign Affairs

No. 1275

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs, and has the honor to refer to recent conversations between representatives of the Governments of Spain and the United States of America concerning the composition of the AID program proposed for implementation in this fiscal year. As presently developed this program is to include, for example, laboratory and educational equipment for engineering schools and demonstration-type equipment for certain continuing technical cooperation projects. It has been proposed, and the Embassy understands that the Agency for International Development (AID) is willing to consider, that deposits into the special account under Article V (2) of the economic AID agreement between the Governments of Spain and the United States of America signed at Madrid on September 23, 1953, [1] be waived with respect to selected components of the Spanish AID program.

For legal and fiscal reasons, the Embassy believes it would facilitate consideration and approval of this proposal by the Agency for International Development if the procedure by which such waivers of the counterpart deposit requirement may be accomplished were formalized. Accordingly, the Embassy has the honor to propose that the two Governments reaffirm the continued applicability of Article V(2) of the Economic Aid Agreement to all AID-financed commodities, services, and technical information except those with respect to which no sales proceeds accrue to the Government of Spain and for which specific written agreement to waive the deposit requirement is reached by the chief official of the United States to Economic Mis-

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[1] Should read "September 26, 1953,". TIAS 2851; 4 UST 1914.

sion to Spain [1] and the appropriate official of the Spanish Ministry concerned. Such waivers will in any event be limited by applicable United States Legislation, which requires that the amount deposited in the Special Account be no less than the sales proceeds accruing to the Government of Spain from all commodities furnished on a grant basis.

If this proposal is acceptable to the Government of Spain, the Embassy has the honor to propose that this note and the Ministry's reply concurring therein shall constitute an agreement between the Government of Spain and the United States of America, which shall enter into force on the date of the Government of Spain's reply.

EMBASSY OF THE UNITED STATES OF AMERICA,
Madrid, May 22, 1962

The Spanish Ministry of Foreign Affairs to the American Embassy

MINISTERIO DE ASUNTOS EXTERIORES
43

Núm. 336

NOTA VERBAL

El Ministerio de Asuntos Exteriores saluda atentamente a la Embajada de Estados Unidos y tiene la honra de acusar recibo de la Nota Verbal nº 1275 del día de hoy cuyo texto traducido al español dice así:

"La Embajada de los Estados Unidos de América saluda atentamente al Ministerio de Asuntos Exteriores y tiene el honor de referirse a las recientes conversaciones entre representantes de los Gobiernos de España y de los Estados Unidos de América sobre la composición del programa de AID propuesto para ser realizado en el presente Año Fiscal. Se ha propuesto y la Embajada ha sido informada de que la Agencia para el Desarrollo Internacional AID está dispuesta a estudiarlo, que algunas partidas seleccionadas del programa AID para España sean eximidas del depósito en cuenta especial que previene el artículo V(2) del Acuerdo de Ayuda Económica firmado entre los Gobiernos de España y de Estados Unidos de América el 23 de septiembre de 1953. Por razones de caracter legal y fiscal la Embajada considera que se facilitaría el estudio y aprobación de esta propuesta por la Agencia para el Desarrollo Internacional si formalizaramos el procedimiento sobre el que pudiera realizarse estas exenciones de la obligación del depósito de contrapartida. Por consiguiente, la Embajada tiene el honor de proponer que ambos Gobiernos reafirmen la continuada aplicación del artículo V(2) del Acuerdo de Ayuda Económica para todas las mercancias, servicios e informaciones técnicas financiadas

[1] Should read "United States Economic Mission to Spain".

por AID, excepto aquellos con respecto a los cuales el Gobierno de España no se beneficia de productos de venta y para los cuales el Jefe superior de nuestra Misión Económica en España y el funcionario competente correspondiente del Ministerio español lleguen a un acuerdo por escrito para eximir de la obligación del depósito. Tales exenciones estarán en todo caso limitadas por la aplicación de la legislación de los Estados Unidos, que requiere que la cantidad depositada en la cuenta especial no sea inferior a los productos de venta que devengue el Gobierno de España procedentes de todas las mercancias suministradas en forma de donación.

Si esta propuesta se aceptara por el Gobierno español la Embajada tiene el honor de proponer que esta Nota y la respuesta del Ministerio con su conformidad constituyan un acuerdo entre los dos Gobiernos que entrará en vigor en la fecha de la respuesta de V.E."

El Ministerio de Asuntos Eeteriores al comunicar a la Embajada de Estados Unidos la conformidad del Gobierno español sobre lo que precede aprovecha esta oportunidad para reiterarle las seguridades de su alta consideración.

MADRID, *22 de mayo de 1962*

A LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA.–

Translation

MINISTRY OF FOREIGN AFFAIRS

43

No. 336

NOTE VERBALE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States and has the honor to acknowledge receipt of note verbale No. 1275 of this date, the text of which in Spanish translation reads as follows:

[For the English language text of the note, see *ante*, p. 1830.]

The Ministry of Foreign Affairs informs the Embassy of the United States that the Spanish Government agrees to the foregoing and avails itself of this opportunity to renew to the Embassy the assurances of its high consideration.

[Initialed]

MADRID, *May 22, 1962*

THE EMBASSY OF THE
UNITED STATES OF AMERICA.

ETHIOPIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Addis Ababa August 13, 1962;
Entered into force August 13, 1962.
With exchange of notes.

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

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

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

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Ethiopia under long-term supply and credit arrangements, the resources and manpower of Ethiopia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Ethiopia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended, (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to the request of the Imperial Ethiopian Government for issuance by the Government of the United States of America of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the period January 1, 1962–December 31, 1962 sales for United States dollars, to purchasers authorized by the Imperial Ethiopian Government, of the following commodities:

Commodity	Unit	Approximate Maximum Quantity	Maximum Export Market Value To Be Financed
Cotton, upland	Bales	9,200	$1,340,000
Ocean transportation (estimated)			60,000
Total			$1,400,000

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified total maximum export market value to be financed. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above approximate maximum quantity.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

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

ARTICLE II

CREDIT PROVISIONS

1. The Imperial Ethiopian Government will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean

transportation costs related to such deliveries, shall be paid in fifteen approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on December 31 following the calendar year in which such deliveries were made. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of three per centum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Imperial Ethiopian Government shall deposit, or cause to be deposited, such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Imperial Ethiopian Government will take all possible measures to prevent the resale or transhipment to other countries or the use for other than domestic consumption of the commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

4. The Imperial Ethiopian Government will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of

commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

The Agreement shall enter into force upon signature.

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

DONE in duplicate at Addis Ababa this thirteenth day of August, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE IMPERIAL ETHIOPIAN GOVERNMENT:
ARTHUR L. RICHARDS	Y DERESSA

The American Ambassador to the Ethiopian Minister of Finance

No. 13 ADDIS ABABA, *August 13, 1962.*

EXCELLENCY:

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

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of my Government and the Imperial Ethiopian Government on two aspects of the Agreement, as follows:

1. In expressing its concurrence that the commodities delivered pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, the Imperial Ethiopian Government agrees that, during the period that cotton is provided under the Agreement (January 1, 1962–December 31, 1962), Ethiopia will import commercially from free world sources, including the United States of America, at least 16,000 bales of cotton of which not less than 10,000 bales will be imported from the United States of America, in addition to the quantity financed under the Agreement.

2. The Government of Ethiopia further agrees that the Ethiopian dollars accruing from sales in Ethiopia of the cotton provided under the Agreement will be used for general economic or industrial development purposes in Ethiopia and that the foreign exchange or credit facilities released, by reason of the long term credit for cotton, for procurement abroad of equipment, materials and/or services needed in Ethiopia for economic or industrial development projects in the area of cotton utilization will be used only for such equipment, materials or services as have their origin in and are procured from sources included in Code 898 of the Agency for International Development Geographic Code Book in effect at the time such equipment, materials or services are firmly ordered or otherwise contracted for.

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

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

ARTHUR L. RICHARDS

His Excellency
ATO YILMA DERESSA,
Minister of Finance,
Imperial Ethiopian Government,
Addis Ababa, Ethiopia.

The Ethiopian Minister of Finance to the American Ambassador

Model 35

*Addis Ababa*_____*19* [1]

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IMPERIAL ETHIOPIAN GOVERNMENT
MINISTRY OF FINANCE

EXCELLENCY,

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

This will confirm Your Excellency's understanding, as expressed in Your Excellency's supplementary Note of today's date, of the two points on which agreement was reached in conversations which have taken place between representatives of our two Governments.

Y DERESSA

His Excellency,
THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
American Embassy,
Addis Ababa,
Ethiopia.

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[1] Aug. 13, 1962.

AUSTRIA

Economic Cooperation: ERP Counterpart Settlement

Agreement signed at Vienna March 29, 1961;
And exchange of notes
Signed at Vienna March 10 and 28, 1961;
Entered into force July 12, 1962.

The Government of the United States of America and the Austrian Federal Government have agreed on the following

ERP [1] Counterpart Settlement Agreement

ARTICLE I

Status of Funds

It is agreed that the status as of April 30, 1960, of the Special Counterpart Account and related counterpart accounts is as outlined in Annex A, and that Annex B is an accurate reflection, as of April 30, 1960, of the Special Account for Productivity Promotion.

Annex A shows total withdrawals of counterpart funds for Austrian purposes in the amount of AS 19,520,167,000 and a cash balance of AS 2,694,656,711 as of April 30, 1960. It is understood that an amount of about AS 8.24 billions in counterpart funds, including productivity counterpart funds, were outstanding in the form of loans as of April 30, 1960.

[1] European Recovery Program.

Die Österreichische Bundesregierung und die Regierung der Vereinigten Staaten von Amerika sind übereingekommen über das nachstehende

Abkommen über die ERP-Counterpart-Regelung

ARTIKEL I

Stand der Mittel

Es besteht Einverständnis, daß der Stand des Counterpart-Sonderkontos und der dazugehörigen Konten zum 30. April 1960 der im Anhang A angegebene ist, und daß Anhang B den Stand des Produktivitätsförderungs-Sonderkontos zum 30. April 1960 richtig wiedergibt.

Anhang A zeigt Abhebungen von Counterpart-Mitteln für österreichische Zwecke in Höhe von 19.520,167.000 ö. S und zum 30. April 1960 ein Barguthaben in Höhe von 2.694,656.711 ö. S an. Es besteht Übereinstimmung, daß ein Betrag von ungefähr 8.24 Milliarden ö. S Counterpart-Mittel einschließlich Produktivitätsmittel am 30. April 1960 in Form von Krediten ausstehend war.

ARTICLE II

Counterpart Arrangements

This agreement covers all counterpart funds, both accumulated and accumulating through reflows of principal and interest in the Special Counterpart Account and related accounts, and including those derived out of reflows on credits made before June 20, 1952 and subject to the Memorandum of Understanding of February 2, 1953.[1] It is agreed that these funds shall continue to be used for sound economic development of Austria in accordance with the spirit and objectives of the Economic Cooperation Agreement of July 2, 1948,[2] and with the provisions of the present agreement. It is further agreed that these counterpart funds will be treated as one unified Fund available and used, except as otherwise agreed, only for economic activities carried out under annual Austrian Counterpart Investment Programs whose totals and sector breakdowns will be approved in advance by the Austrian Federal Government as in the past.

It is understood that the Annual Counterpart Investment Programs will continue to be developed and approved in a manner consistent with the maintenance of internal financial and monetary

[1] Not printed.

[2] TIAS 1780; 62 Stat. 2137.

ARTIKEL II

Counterpart-Vereinbarungen

Dieses Abkommen erstreckt sich auf alle Counterpart-Mittel, und zwar sowohl auf die am Counterpart-Sonderkonto und dazugehörigen Konten vorhandenen als auch auf die dorthin zu erlegenden Rückflüsse an Kapital und Zinsen, einschließlich der Rückflüsse der vor dem 20. Juni 1952 vergebenen und den Bestimmungen des „Memorandum of Understanding" vom 2. Feber 1953 unterliegenden Kredite. Es besteht Einverständnis, daß diese Mittel weiterhin für eine gesunde wirtschaftliche Entwicklung Österreichs im Einklang mit den Absichten und Zielen des Abkommens über wirtschaftliche Zusammenarbeit vom 2. Juli 1948 und mit den Bestimmungen des vorliegenden Abkommens zu verwenden sind. Es besteht ferner Einverständnis, daß diese Counterpart-Mittel als ein einheitlicher Fonds behandelt werden, der, ausgenommen soweit anderweitig vereinbart, nur für wirtschaftliche Tätigkeiten zur Verfügung steht und verwendet wird, die im Rahmen der österreichischen Counterpart - Investitionsjahresprogramme erfolgen, deren Gesamthöhe und Sektorenaufteilung wie bisher durch die Österreichische Bundesregierung im voraus genehmigt wird.

Es besteht Einverständnis, daß die Counterpart-Investitionsjahresprogramme weiterhin in einer Weise erstellt und genehmigt werden, die mit der Erhaltung der internen finanziellen und monetären Stabilität im Einklang steht und die das gesunde wirtschaftliche Wachstum insbesondere

stability and so as to further sound economic growth, particularly by supporting and stimulating productive activity and trade.

In order to insure the effective and efficient use of the Fund, it is understood that the subdivisions and projects contained in these annual programs will be developed and approved on their economic merits, and will, as in the past, be subject to criteria and procedures which will be uniformly applied to all investments of the same kind and which will be unilaterally determined in advance by the Austrian Federal Government without prior arrangement with or approval by the Government of the United States. It is further understood that the annual programs will be developed and approved in a manner consistent with the desirability of preserving the counterpart assets and of strengthening the capital market in Austria and mobilizing private capital in the economy's further development.

Counterpart loans will be made available on the basis of the economic merits of projects and through established banks in accordance with accepted banking practice in the extension and repayment of loans. It is also understood that as a rule interest rates on counterpart loans will approximate capital market rates, except in special sub-sectors and areas where the rate of return on an investment, which is clearly desirable in the interest of sound economic development, is inade-

durch Unterstützung und Anregung der produktiven Tätigkeit und des Warenaustausches fördert.

Zur Gewährleistung einer zweckentsprechenden und wirksamen Verwendung des Fonds besteht Einverständnis, daß die in diesen Jahresprogrammen enthaltenen Aufteilungen und Vorhaben auf Grund ihrer positiven volkswirtschaftlichen Aspekte erstellt und genehmigt werden und, wie bisher, den Kriterien und Verfahren unterliegen, die gleichmäßig für Investitionen derselben Art angewandt werden und die ohne vorherige Vereinbarung mit oder Zustimmung seitens der Regierung der Vereinigten Staaten einseitig durch die Österreichische Bundesregierung im voraus festgelegt werden. Des weiteren besteht Übereinstimmung, daß die Jahresprogramme unter Bedachtnahme darauf erstellt und genehmigt werden, daß es wünschenswert ist, das Counterpart-Vermögen zu erhalten, den Kapitalmarkt in Österreich zu stärken und Privatkapital für die weitere wirtschaftliche Entwicklung zu gewinnen.

Counterpart - Kredite werden auf Grund der positiven volkswirtschaftlichen Aspekte der Vorhaben im Wege ordnungsgemäß errichteter Kreditinstitute im Einklang mit den für die Erteilung und Rückzahlung von Krediten anerkannten Bankusancen vergeben werden. Des weiteren besteht Übereinstimmung, daß die Zinssätze für Counterpart-Kredite in der Regel den Zinssätzen des Kapitalmarktes nahekommen werden, ausgenommen in den besonderen Teilbereichen der Wirt-

quate to permit a capital market rate. Reflows of interest and principal on counterpart loans shall revert to the Fund to be used again in subsequent annual programs.

schaft oder den Gebieten, in welchen der Ertrag aus Investitionen, die im Interesse einer gesunden wirtschaftlichen Entwicklung eindeutig wünschenswert sind, zu niedrig ist, um einen Kapitalmarkt-Zinsfuß zu gestatten. Zinsenzahlungen für und Kapitalrückzahlungen von Counterpart-Krediten müssen in den Fonds zurückfließen und sind in den folgenden Jahresprogrammen wieder zu verwenden.

It is understood that counterpart funds made available under the annual programs will be expended within a reasonable and pre-determined period, following approval by the Austrian Federal Government of the Annual Program; this period, which at present is two years, will be determined in advance by the Austrian Federal Government, and balances unexpended at the end of such period will not remain available to the economic sector for which they were approved but may instead be utilized for subsequent annual programs.

Es besteht Übereinstimmung, daß die im Rahmen der Jahresprogramme zur Verfügung gestellten Counterpart-Mittel innerhalb eines angemessenen, im vorhinein bestimmten Zeitraumes nach Genehmigung des Jahresprogrammes durch die Österreichische Bundesregierung verbraucht werden; dieser Zeitraum, der derzeit zwei Jahre beträgt, wird im voraus durch die Österreichische Bundesregierung bestimmt; am Ende dieses Zeitraumes unverbrauchte Beträge bleiben nicht weiterhin dem Wirtschaftssektor vorbehalten, für den sie genehmigt waren, sondern können statt dessen im Rahmen der nachfolgenden Jahresprogramme verwendet werden.

It is agreed that counterpart funds will be kept separate and distinct from the Austrian budget.

Es gilt als vereinbart, daß die Counterpart-Mittel vom österreichischen Budget abgesondert und losgelöst gehalten werden.

Article III

Aid to Lesser Developed Countries

In order to facilitate a greater Austrian participation in aid to developing countries and at the same time promote export trade with such countries, it is agreed

Artikel III

Hilfe an minderentwickelte Länder

Um eine größere Mitwirkung Österreichs an der Hilfeleistung für Entwicklungsländer zu erleichtern und gleichzeitig den Export nach diesen Ländern zu

that counterpart funds may also be made available through the annual investment programs for such aid, including for example, technical assistance, long term export financing, and investment and export credit guarantee programs. In developing appropriate programs of assistance, the Austrian Federal Government expects to utilize the Counterpart Fund in order to make a significant contribution to the effort to help such countries develop their resources and improve the living standards of their people.

fördern, besteht Einverständnis, daß im Rahmen der Investitionsjahresprogramme auch Counterpart-Mittel für eine solche Hilfeleistung, einschließlich zum Beispiel für technische Hilfe, langfristige Exportfinanzierung sowie Investitions- und Ausfuhr-Kreditgarantieprogramme zur Verfügung gestellt werden können. Bei Erstellung entsprechender Hilfsprogramme beabsichtigt die Österreichische Bundesregierung den Counterpart-Fonds heranzuziehen, um einen bedeutungsvollen Beitrag zu den Bestrebungen zu leisten, diesen Ländern bei der Entwicklung ihrer Hilfsquellen und der Hebung des Lebensstandards ihres Volkes zu helfen.

Article IV

Special Account for Productivity Promotion

It is agreed that the funds available, or which may accumulate through reflows of principal and interest on productivity counterpart loans, in the Special Account for Productivity Promotion may be used as unilaterally determined by the Austrian Federal Government either for further productivity uses in accordance with agreed objectives as provided by the letter from the U.S. Government of June 24, 1953, [1] or to augment the Counterpart Fund for use in the annual Austrian Counterpart Investment Programs.

It is understood that the Austrian Federal Government will, however, carry out a program of

Artikel IV

Produktivitätsförderungs-Sonderkonto

Es wird vereinbart, daß die am Produktivitätsförderungs - Sonderkonto vorhandenen und die durch Rückflüsse an Kapital und Zinsen von Counterpart-Produktivitätskrediten dort auflaufenden Mittel, wie einseitig von der Österreichischen Bundesregierung festgelegt, entweder für weitere Produktivitätszwecke in Übereinstimmung mit den vereinbarten, im Schreiben der Regierung der Vereinigten Staaten vom 24. Juni 1953 enthaltenen Zielen oder zur Vermehrung des Counterpart-Fonds für Zwecke der österreichischen Counterpart-Investitionsjahresprogramme Verwendung finden können.

Es besteht jedoch Übereinstimmung, daß die Österreichische Bundesregierung ein Zuwendungsprogramm für Produktivi-

[1] Not printed.

grant productivity actions involving the amount of about AS 85 million. The general details of this program shall be agreed upon by the two governments, taking due regard to the desirability of promoting productivity through support of training, research and productivity studies and support of actions in special Austrian development areas or in industries where such actions will be helpful in raising the level of economic activity or in dealing with structural problems of production and employment arising out of economic integration.

Article V

Transfer of Responsibility

In order to effect the transfer of responsibility to the Austrian Federal Government for the management of counterpart funds it is agreed:

a) that all funds held in the Special Counterpart Account, and all funds due therein, shall be released and withdrawn and transferred to a new account to be established by the Austrian Federal Government for use as provided above;

b) that the prior agreement of the U.S. Government to the use of the counterpart funds covered by the Memorandum of Understanding for the an-

tätsmaßnahmen in Höhe von ungefähr 85 Millionen ö.S durchführen wird. Die allgemeinen Einzelheiten dieses Programms werden durch die beiden Regierungen unter gebührender Bedachtnahme darauf vereinbart werden, daß es wünschenswert ist, die Produktivität durch Unterstützung der Ausbildung, der Forschung und Produktivitätsstudien zu fördern sowie durch Unterstützung von Maßnahmen in speziellen österreichischen Entwicklungsgebieten oder Industrien, wo solche Maßnahmen zur Hebung des Niveaus der wirtschaftlichen Tätigkeit oder der Lösung der durch die wirtschaftliche Integration entstehenden strukturellen Probleme der Produktion und der Beschäftigung dienen.

Artikel V

Übertragung der Verfügungsgewalt

Um die Verfügungsgewalt über die Gebarung der Counterpart-Mittel auf die Österreichische Bundesregierung zu übertragen, gilt folgendes als vereinbart:

a) sämtliche derzeit auf dem Counterpart - Sonderkonto vorhandenen und dorthin zu erlegenden Mittel werden freigegeben und abgehoben und werden auf ein von der Österreichischen Bundesregierung für vorgenannte Zwecke neu zu errichtendes Konto übertragen;

b) die vorherige Zustimmung der Regierung der Vereinigten Staaten zur Verwendung der unter die Bestimmungen des „Memorandum

nual Austrian Counterpart Investment Programs is no longer required, it being understood that these funds will be programmed and used under these annual programs as provided above;

c) that the prior agreement of the U.S. Government to the disposition of the funds contained in or due to the Special Account for Productivity Promotion is no longer required; it being understood that these funds will be used as provided above.

d) the U.S. Government relinquishes its right, essentially as provided in the letter of August 3, 1953 (CON-2172), [1] to review and approve individual counterpart projects, including productivity counterpart projects, and changes in the procedures, conditions and criteria governing the programming and use of counterpart funds.

of Understanding" fallenden Counterpart-Mittel für die österreichischen Counterpart - Investitionsjahresprogramme ist nicht mehr erforderlich, wobei vorausgesetzt wird, daß diese Mittel entsprechend den vorstehenden Bestimmungen im Rahmen dieser Jahresprogramme veranschlagt und verwendet werden;

c) die vorherige Zustimmung der Regierung der Vereinigten Staaten zur Verwendung der am Produktivitätsförderungs-Sonderkonto vorhandenen oder dorthin zu erlegenden Mittel ist nicht mehr erforderlich, wobei Einverständnis besteht, daß diese Mittel, wie vorstehend vorgesehen, verwendet werden;

d) die Regierung der Vereinigten Staaten verzichtet auf ihr im wesentlichen im Schreiben vom 3. August 1953 (CON-2172) festgehaltenes Recht der Prüfung und Zustimmung zu den einzelnen Counterpart-Vorhaben, einschließlich der Counterpart - Produktivitätsvorhaben, sowie zu Änderungen der Verfahren, Bedingungen und Kriterien für die Programmierung und Verwendung der Counterpart-Mittel.

[1] Not printed.

ARTICLE VI

Special Provisions

It is further agreed that:

1. The counterpart funds covered by this agreement will not be used for debt retirement; that is, none of these funds shall be used to make payments on account of the principal or interest on any debt of the Republic of Austria or on any loan made to the Republic of Austria, nor shall any of these funds be expended for any purpose for which other funds have been withdrawn by the Austrian Federal Government to make payment of such debts.

2. In administering the counterpart funds covered by this agreement, the Austrian Federal Government will arrange that, as in the past, adequate end-use checks are conducted and other reasonable controls are executed to insure that counterpart financial activities are carried out, and objectives reached, in a manner consistent with this agreement. The Government of the U.S. retains its rights of observation and review, as set forth in Article VIII point 3 of the Economic Cooperation Agreement of July 2, 1948, which article is attached as Annex C.

3. The Austrian Federal Gov-

ARTIKEL VI

Besondere Bestimmungen

Des weiteren besteht Einverständnis:

1. daß die durch das vorliegende Abkommen erfaßten Counterpart-Mittel nicht für den Schuldendienst verwendet werden; das heißt, keine dieser Mittel dürfen zur Zahlung von Kapital oder Zinsen irgendwelcher Schulden der Republik Österreich oder irgendwelcher, der Republik Österreich gewährter Darlehen verwendet werden, noch dürfen irgendwelche dieser Mittel für einen Zweck verausgabt werden, für den von der Österreichischen Bundesregierung andere Mittel zur Bezahlung derartiger Schulden verwendet worden sind.

2. Die Österreichische Bundesregierung wird veranlassen, daß bei der Verwaltung der durch das vorliegende Abkommen erfaßten Counterpart-Mittel wie bisher entsprechende Überprüfungen der endgültigen Verwendung und auch andere geeignete Kontrollen vorgenommen werden, um zu gewährleisten, daß die mit Counterpart-Mitteln finanzierten Tätigkeiten im Einklang mit den Bestimmungen dieses Abkommens durchgeführt und die Ziele diesem gemäß erreicht werden. Die Regierung der Vereinigten Staaten behält sich ihr Recht der Beobachtung und Gewinnung einer Übersicht vor, wie es in Artikel VIII Absatz 3 des Abkommens über wirtschaftliche Zusammenarbeit vom 2. Juli 1948 enthalten ist; dieser Artikel ist als Anhang C beigeschlossen.

3. Die Österreichische Bundes-

ernment will arrange to furnish the American Embassy, Vienna, with statements of the annual counterpart investment and productivity counterpart programs and with semi-annual reports showing half-year and cumulative disbursements for each sector together with semi-annual bank statements of the counterpart fund accounts. The reports will be furnished within 45 days after the end of the half-year.

regierung wird veranlassen, daß der amerikanischen Botschaft in Wien Mitteilungen über die Counterpart-Investitions- und Produktivitätsjahresprogramme und Halbjahresberichte über die halbjährlichen und kumulativen Ausgaben für die einzelnen Sektoren einschließlich halbjährlicher Auszüge aus den Counterpart-Konten übermittelt werden. Die Übermittlung dieser Berichte wird innerhalb von 45 Tagen nach Ablauf des Halbjahres erfolgen.

Article VII

Entry Into Force

This Agreement shall enter into force [1] on the date of the communication by which the Austrian Federal Government gives notice of its ratification to the Government of the United States of America.

Artikel VII

Inkrafttreten

Dieses Abkommen tritt mit dem Tage der Mitteilung in Kraft, mit der die Österreichische Bundesregierung die Ratifikation des Abkommens der Regierung der Vereinigten Staaten notifiziert.

In witness whereof the respective representatives of the Government of the United States and the Austrian Federal Government, duly authorized for the purpose, have signed this Agreement.

Done at Vienna, in duplicate, in the English and German languages, both of which texts are authentic,

this 29 day of March, 1961.

Zu urkund dessen haben die hiezu gehörig bevollmächtigten Vertreter der Österreichischen Bundesregierung und der Regierung der Vereinigten Staaten dieses Abkommen unterzeichnet.

Geschehen zu Wien, in zweifacher Ausfertigung, in deutscher und englischer Sprache, wobei beide Texte maßgebend sind,

am 29 März 1961.

FOR THE UNITED STATES OF AMERICA:
FÜR DIE VEREINIGTEN STAATEN VON AMERIKA:

H. Freeman Matthews

[seal]

FOR THE REPUBLIC OF AUSTRIA:
FÜR DIE REPUBLIK ÖSTERREICH:

Julius Raab

[seal]

[1] July 12, 1962.

Annex A — Anhang A

Status of Counterpart Funds as of April 30, 1960 — Stand der Counterpart-Mittel zum 30. April 1960

I. Sources of Funds — Herkunft der Mittel:

A. Dollar Aid and Counterpart deposited — Dollarhilfe und erlegte Counterpart-Mittel:

Interim-Aid (PL 84, PL 389 and PL 470) [1] — Interimshilfe (US-Gesetze 84, 389 und 470)	$ 154,228.147·44	AS - öS 1.194,279.729·—	
Allied-Aid — Alliierten-Hilfe	$ 60,000.000·—	AS - öS 600,000.000·—	
ERP-Aid (PL 472/665) [2] — ERP-Hilfe (US-Gesetz 472/665)	$ 955,219.111·64	AS - öS 15.845,452.173·—	
Total Dollar-Aid and Counterpart deposited — Summe der Dollarhilfe und der erlegten Counterpart-Mittel	$ 1.169,447.259·08		AS - öS 17.639,731.902·—

B. Reflows on Counterpart-Loans — Rückflüsse von Counterpart-Krediten:

1. Principal Repayments from — Kapitalrückzahlungen von:

a) Loans out of funds released prior to June 20, 1952 (Pre-Zablocki-Loans) — Krediten aus vor dem 20. Juni 1952 freigegebenen Counterpart-Mitteln (Vor-Zablocki-Kredite):		
Industry (ANB.) — Industrie (OeNB.)	AS - öS 2.464,661.658·—	
Non-Industry (FMF.) — Nicht-Industrie (BMfF.)	AS - öS 511,651.949·—	
b) Loans out of funds released after June 20, 1952 (Post-Zablocki-Loans) — Krediten aus nach dem 20. Juni 1952 freigegebenen Counterpart-Mitteln (Nach-Zablocki-Kredite):		
Industry and Non-Industry — Industrie und Nicht-Industrie	AS - öS 959,861.235·—	
c) Loans out of the Special Account of Productivity Promotion — Krediten von dem Produktivitätsförderungs-Sonderkonto	AS - öS 48,915.024·—	
Total Principal Repayments — Summe der Kapital-Rückzahlungen		AS - öS 3.985,089.866·—

2. Interest from — Zinsenzahlungen für:

a) Loans out of funds released prior to June 20, 1952 (Pre-Zablocki-Loans) — Kredite aus vor dem 20. Juni 1952 freigegebenen Counterpart-Mitteln (Vor-Zablocki-Kredite):		
Industry (ANB.) — Industrie (OeNB.)	AS - öS 841,706.837·—	
Non-Industry (FMF.) — Nicht-Industrie (BMfF.)	AS - öS 122,756.744·—	
b) Loans out of funds released after June 20, 1952 (Post-Zablocki-Loans) — Kredite aus nach dem 20. Juni 1952 freigegebenen Counterpart-Mitteln (Nach-Zablocki-Kredite):		
Industry and Non-Industry — Industrie und Nicht-Industrie	AS - öS 497,801.051·—	
c) Loans out of the Special Account of Productivity Promotion — Kredite von dem Produktivitätsförderungs-Sonderkonto	AS - öS 12,928.083·—	
Total Interest — Summe der Zinsenzahlungen		AS - öS 1.475,192.715·—
TOTAL COUNTERPART — SUMME DER COUNTERPART-MITTEL		**AS - öS 23.100,014.483·—**

[1] 61 Stat. 125, 934; 62 Stat. 109.
[2] 62 Stat. 137; 68 Stat. 832.

[Status of Counterpart Funds as of April 30, 1960—Cont'd]

II. Withdrawals and Transfers — Abhebungen und Überweisungen:

A. Releases and withdrawals for Austrian purposes — Freigaben und Abhebungen für österreichische Vorhaben:

1. Allied-Aid — Alliierten-Hilfe					AS - öS	600,000.000·—
2. Interim-Aid (PL 84 and PL 389) — Interimshilfe (US-Gesetze 84 und 389)					AS - öS	1.103,100.000·—
3. Releases and withdrawals from Special Counterpart Account — Freigaben und Abhebungen vom Counterpart-Sonderkonto:		Releases — Freigaben		Withdrawals — Abhebungen		
Prior to June 20, 1952 (Pre-Zablocki) — Vor dem 20. Juni 1952 (Vor-Zablocki)	AS - öS	(10.357,119.852·—)	AS - öS	10.357,119.852·—		
After June 20, 1952 (Post-Zablocki) — Nach dem 20. Juni 1952 (Nach-Zablocki):						
in 1952 — im Jahre 1952	AS - öS	(1.200,000.000·—)	AS - öS	1.200,000.000·—		
in 1953 — im Jahre 1953	AS - öS	(1.595,000.000·—)	AS - öS	1.594,831.000·—		
in 1954 — im Jahre 1954	AS - öS	(530,000.000·—)	AS - öS	527,645.108·—		
in 1955 — im Jahre 1955	AS - öS	(237,000.000·—)	AS - öS	235,153.547·—		
in 1956 — im Jahre 1956	AS - öS	(260,000.000·—)	AS - öS	260,000.000·—		
in 1957 — im Jahre 1957	AS - öS	(490,000.000·—)	AS - öS	495,909.000·—		
in 1958 — im Jahre 1958	AS - öS	(342,500.000·—)	AS - öS	282,681.958·—		
Total — Summe	AS - öS	15.011,619.852·—	AS - öS	14.953,340.465·—	AS - öS	14.953,340.465·—
4. Releases and withdrawals of reflows from Loans prior to June 20, 1952 (Pre-Zablocki-Loans) — Freigaben und Abhebungen der Rückflüsse von Krediten vor dem 20. Juni 1952 (Vor-Zablocki-Kredite):						
in 1952 — im Jahre 1952	AS - öS	(300,000.000·—)	AS - öS	300,000.000·—		
in 1953 — im Jahre 1953	AS - öS	(405,000.000·—)	AS - öS	405,000.000·—		
in 1954 — im Jahre 1954	AS - öS	(270,000.000·—)	AS - öS	270,000.000·—		
in 1955 — im Jahre 1955	AS - öS	(503,000.000·—)	AS - öS	503,000.000·—		
in 1956 — im Jahre 1956	AS - öS	(440,000.000·—)	AS - öS	439,850.000·—		
in 1957 — im Jahre 1957	AS - öS	(553,668.901·—)	AS - öS	557,082.901·—		
in 1958 — im Jahre 1958	AS - öS	(187,500.000·—)	AS - öS	24,655.973·—		
Total — Summe	AS - öS	2.659,168.901·—	AS - öS	2.499,588.874·—	AS - öS	2.499,588.874·—
5. Withdrawals from the Special Account for Productivity Promotion — Abhebungen vom Produktivitätsförderungs-Sonderkonto:						
Grants — Subventionen			AS - öS	46,429.000·—		
Loans — Kredite			AS - öS	175,768.400·—		
Total — Summe			AS - öS	222,197.400·—	AS - öS	222,197.400·—
6. Temporary Borrowing — Vorübergehende Finanzierung			AS - öS	141,940.261·—	AS - öS	141,940.261·—
Total withdrawals for Austrian purposes — Summe der Abhebungen für österreichische Vorhaben					AS - öS	19.520,167.000·—

B. Transfer to US-Account — Überweisungen auf US-Konto:

Interim-Aid (PL 84 and PL 389) — Interimshilfe (US-Gesetze 84 und 389)	AS - öS	20,557.637·—		
ERP-Aid (PL 472/665) — ERP-Hilfe (US-Gesetz 472/665)	AS - öS	864,633.135·—		
Total — Summe	AS - öS	885,190.772·—	AS - öS	885,190.772·—
GRAND TOTAL OF WITHDRAWALS AND TRANSFERS — GESAMTSUMME DER ABHEBUNGEN UND ÜBERWEISUNGEN			AS - öS	**20.405,357.772·—**

III. Recapitulation — Zusammenfassung:

Counterpart deposited and reflows on Counterpart Loans — Erlegte Counterpart-Mittel und Rückflüsse von Counterpart-Krediten	AS - öS 23.100,014.483·—
Withdrawals and transfers — Abhebungen und Überweisungen	AS - öS 20.405,357.772·—
CASH BALANCE — BARBESTAND	AS - öS **2.694,656.711·—**

This cash balance was deposited at the end of April 1960 in the following accounts — Dieser Barbestand befand sich zu Ende April 1960 auf folgenden Konten:

CP-Special Account (with the ANB.) — CP-Sonderkonto (bei der OeNB.)	AS - öS	945,538.727·92
CP-Working Fund (with the ANB.) — CP-Working Fonds (bei der OeNB.)	AS - öS	234,283.960·83
Special Account for Productivity Promotion (with the ANB.) — Produktivitätsförderungs-Sonderkonto (bei der OeNB.)	AS - öS	2,571.000·—
Productivity Loan Fund (with the ANB.) — Produktivitätsförderungs-Kreditkonto (bei der OeNB.)	AS - öS	71,074.707·07
Reutilization Account (with the ANB.) — Wiederverwendungskonto (bei der OeNB.)	AS - öS	1.161,207.521·08
Postal Savings Account Nr. 200 (with the Austrian Postal Savings Institute) — Postsparkassenkonto Nr. 200 (beim Österreichischen Postsparkassenamt)	AS - öS	279,980.792·13
Total — Summe	AS - öS	**2.694,656.709·03** *)

*) Including about 32 millions of AS which as of April 30, 1960 were in process of being expended from various sub-accounts.

*) Einschließlich von ca. 32 Mio öS, die sich zum 30. April 1960 uber verschiedene Subkonten in Auszahlung befanden.

Abbreviations: ANB. = Austrian National Bank
FMF. = Austrian Federal Ministry of Finance

Abkürzungen: OeNB. = Oesterreichische Nationalbank
BMfF. = Bundesministerium fur Finanzen

Annex B — Anhang B

Origin and Status of the Special Account for Productivity Promotion as of April 30, 1960 — Entstehung und Stand des Produktivitätsförderungs-Sonderkontos zum 30. April 1960

I. Origin of Funds — Entstehung der Mittel:

1. 90 % of the Schillings deposits made against a 10 million dollar allotment to Austria — 90 % des Schillingerlages einer 10-Mio-Dollar-Zuteilung an Österreich	AS - öS 234,000.000·—
2. Reflows on Productivity Loans — Rückflüsse von Produktivitätskrediten:	
a) Principal Repayments — Kapitalrückzahlungen	AS - öS 48,915.024·—
b) Interest payments — Zinsenzahlungen	AS - öS 12,928.083·—
Total of Funds for Productivity Purposes — Summe der Produktivitätsmittel	AS - öS **295,843.107·—**

II. Uses of Funds — Verwendung der Mittel:

	Programmed — Programmierte Mittel	Expended — Verbrauchte Mittel
1. Grants — Subventionen:		
a) Austrian Contribution to the European Productivity Agency — Österreichischer Beitrag an die Europäische Produktivitäts-Zentrale	AS - öS 20,800.000·—	AS - öS 20,800.000·—
b) For Productivity Promotion in Austria — Zur Förderung der Produktivität in Österreich	AS - öS 30,129.000·—	AS - öS 25,629.000·—
Total — Summe	AS - öS 50,929.000·—	AS - öS 46,429.000·—
2. Loans — Kredite:		
a) Agriculture — Landwirtschaft	AS - öS 59,195.690·—	AS - öS 59,195.690·—
b) Forestry — Forstwirtschaft	AS - öS 7,009.310·—	AS - öS 7,039.310·—
c) Industry — Industrie	AS - öS 120,162.600·—	AS - öS 109,533.400·—
Total — Summe	AS - öS 186,367.600·—	AS - öS 175,768.400·—
Total 1 and 2 — Summe 1 und 2	AS - öS **237,296.600·—**	AS - öS **222,197.400·—**

III. Recapitulation — Zusammenfassung:

Total of Funds used — Summe der verbrauchten Mittel		AS - öS 222,197.400·—
Funds programmed but not yet expended — Programmierte, aber noch nicht verbrauchte Mittel	AS - öS 15,099.200·—	
Balance available as of April 30, 1960 — Guthaben am 30. April 1960	AS - öS 58,546.507·—	
	AS - öS 73,645.707·—	AS - öS 73,645.770·—
Total — Summe		AS - öS **295,843.107·—**

Annex C

ARTICLE VIII, POINT 3

of the Economic Cooperation Agreement of July 2, 1948

3. The Government of Austria, directly and through its representatives on the Organization for European Economic Cooperation, will extend full cooperation to the special mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such co-operation shall include the provision to the extent practicable of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

Anhang C

ARTIKEL VIII, Absatz 3

des Abkommens über wirtschaftliche Zusammenarbeit vom 2. Juli 1948

3. Die Österreichische Regierung wird direkt und durch ihre Vertreter in der Organisation für Europäische Wirtschaftliche Zusammenarbeit der Sondermission, dem Sonderbevollmächtigten der Vereinigten Staaten von Amerika in Europa und seinem Stab und den Mitgliedern und dem Stab des Gemeinsamen Komitees volle Unterstützung gewähren. Diese Zusammenarbeit soll, soweit tunlich, die Beistellung von allen Informationen und Erleichterungen einschließen, die notwendig sind zwecks Beobachtung und Gewinnen einer Übersicht über die Durchführung dieses Abkommens einschließlich der Verwendung der geleisteten Hilfe.

The American Ambassador to the Austrian Chancellor

VIENNA, *March 10, 1961.*

EXCELLENCY:

In connection with the ERP Counterpart Settlement Agreement concerning the future management and use of counterpart funds which will shortly be entered into by our governments, I would like to record my government's views on certain understandings which were arrived at during the negotiations, and to request your government's confirmation of these understandings, which have been reached in accordance with the provisions of the afore-mentioned Agreement.

It is understood that the Counterpart Settlement Agreement does not prohibit or otherwise prevent your government from unilaterally making counterpart funds available, as deemed necessary and desirable by your government, to finance activities under the agreement between our two governments for the financing of certain educational

exchange activities which was signed at Washington June 6, 1950, and extended in Vienna on June 6, 1955.[1]

This agreement, which established the Fulbright Program in Austria, has provided for the exchange of Austrian and American professors, teachers and students for study and research in both countries.

Financing until now has been provided by the United States Government. It is understood that up to 60 million Schillings will be set aside from counterpart funds for future Austro-American educational exchange activities, of which amount up to 7.5 million Schillings will be available for a five-year program aimed at facilitating studies relating to America at Austrian universities. The detailed arrangements for the continuation of the Fulbright exchange program will be worked out in the near future in connection with the further extension of the afore-mentioned agreement establishing the Fulbright Program in Austria. Furthermore, I have taken note of the considerations set forth by your government which indicate the necessity for further detailed study of the measures aimed at facilitating the establishment of the American studies program, with particular regard to the provisions of the Austrian law relating to the organization of Austrian universities.

It is also the understanding of my government that the Counterpart Settlement Agreement will not prohibit or otherwise prevent your government from unilaterally making counterpart available to finance activities under the agreement between our two governments relating to duty-free entry of relief goods and packages and standard packs and for defrayment of transportation charges effected by an exchange of notes at Vienna February 3 and 11, 1949,[2] as amended by an agreement effected by an exchange of notes signed on July 1 and 31, 1952.[3]

I would also like to confirm the understanding that in the admittedly unlikely event that dollar refunds are requested and received by my government for commodities supplied to the Austrian Federal Government and which generated funds for the special counterpart account, receipt by my government of such refunds will, as of the effective date of agreement on the ERP Counterpart Settlement, create no obligation on the part of my government with respect to the return of an equivalent value in counterpart to the Austrian Federal Government, except that my government would agree to refund to your government funds so deposited which were transferred to my government for its use. In this connection, I take note of the opinion of your government, as stated during the negotiations, that, owing to the lapse of time since the last aid shipment to Austria, a case of a dollar refund will not arise.

Finally, it is the understanding of my government that the Memorandum of Understanding between our two governments dated at

[1] TIAS 2072, 3279; 1 UST 425; 6 UST 2085.

[2] TIAS 1922; 63 Stat. 2420.

[3] TIAS 2685; 3 UST (pt. 4) 5042.

Vienna on February 2, 1953, shall be superseded upon the entry into force of the ERP Counterpart Settlement Agreement.

If the foregoing understandings are acceptable to Your Excellency's government, I have the honor to propose that this note and your note in reply shall constitute an understanding between our two governments, which takes effect simultaneously with the ERP Counterpart Settlement Agreement.

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

H. FREEMAN MATTHEWS

His Excellency
Ing. JULIUS RAAB,
Federal Chancellor,
Vienna.

The Austrian Chancellor to the American Ambassador

REPUBLIK ÖSTERREICH
DER BUNDESKANZLER

28. MÄRZ 1961

HERR BOTSCHAFTER!

Ich beehre mich, Eurer Exzellenz den Empfang Ihrer Note vom 10. März 1961 zu bestätigen, die nachstehenden Wortlaut hat:

"In Zusammenhang mit dem Abkommen über die ERP-Counterpart-Regelung bezüglich der künftigen Verwaltung und Verwendung der Counterpart-Mittel, das in Bälde zwischen unseren beiden Regierungen geschlossen werden wird, möchte ich die Ansicht meiner Regierung über verschiedene Einverständnisse niederlegen, die während der Verhandlungen erzielt wurden, und Ihre Regierung um Bestätigung dieser Einverständnisse bitten, die gemäß den Bestimmungen des vorgenannten Abkommens zustandegekommen sind.

Es besteht Einverständnis darüber, daß das Abkommen über die ERP-Counterpart-Regelung es Ihrer Regierung weder verbietet noch sie sonst daran hindert, wie dies von ihr für notwendig und wünschenswert angesehen wird, einseitig Counterpart-Mittel zur Finanzierung von Maßnahmen zu verwenden, die in dem am 6. Juni 1950 in Washington unterzeichneten und am 6. Juni 1955 in Wien verlängerten Abkommen zwischen unseren beiden Regierungen über die Finanzierung gewisser Studienaustauschmaßnahmen enthalten sind.

Dieses Abkommen, mit dem das Fulbright-Programm in Österreich eingeführt wurde, hat Vorsorge für den Austausch österreichischer und amerikanischer Professoren, Lehrer und Studenten für Studium und Forschung in beiden Ländern getroffen.

Die Finanzierung erfolgte bisher durch die Regierung der Vereinigten Staaten. Es besteht Einverständnis darüber, daß bis zu 60 Millionen Schilling Counterpart-Mittel für künftige österreichisch-

amerikanische Studienaustauschmaßnahmen reserviert werden, wovon ein Betrag bis zu 7,5 Millionen Schilling für ein fünfjähriges Programm zur Erleichterung von Studien über Amerika an österreichischen Universitäten zur Verfügung stehen wird. Die Einzelvereinbarungen für die Fortführung des Fulbright-Austauschprogrammes werden in nächster Zukunft in Zusammenhang mit der weiteren Verlängerung des vorgenannten Abkommens über Einführung des Fulbright-Programmes in Österreich ausgearbeitet werden. Darüber hinaus habe ich die seitens Ihrer Regierung geäußerten Überlegungen zur Kenntnis genommen, die auf die Notwendigkeit einer weiteren, ins einzelne gehenden, die Bestimmungen des österreichischen Hochschulorganisationsgesetzes besonders berücksichtigenden, Untersuchung der Maßnahmen hinweisen, die die Erleichterung der Einführung eines amerikanischen Studienprogrammes bezwecken.

Ferner ist meine Regierung der Auffassung, daß das Abkommen über die Counterpart-Regelung es Ihrer Regierung weder verbietet noch sie sonst daran hindert, Counterpart-Mittel einseitig zur Finanzierung von Maßnahmen auf Grund des Abkommens zwischen unseren beiden Regierungen über die zollfreie Einfuhr von Warenhilfssendungen, Hilfspaketen und Standardpackungen sowie zur Bestreitung von Transportkosten zu verwenden, das durch den am 3. und 11. Februar 1949 in Wien erfolgten Notenaustausch mit jenen Abänderungen in Kraft gesetzt wurde, wie sie mit dem Austausch der am 1. und 31. Juli 1952 unterzeichneten Noten vereinbart worden sind.

Ich möchte ferner das Einverständnis bestätigen, daß für den zugegebenermaßen unwahrscheinlichen Fall, daß meine Regierung für an die Österreichische Bundesregierung gelieferte Waren, die Mittel für das Counterpart-Sonderkonto erbrachten, Dollar-Rückzahlungen verlangt und erhält, der Erhalt solcher Rückzahlungen durch meine Regierung mit dem Inkrafttreten des Abkommens über die ERP-Counterpart-Regelung keine Verpflichtung meiner Regierung bewirkt, einen gleich hohen Betrag an Counterpart-Mitteln an die Österreichische Bundesregierung zurückzuzahlen, es sei denn, meine Regierung gibt die Zustimmung, auf diese Weise erlegte Mittel, die an meine Regierung für deren Verwendung überwiesen worden sind, Ihrer Regierung zurückzuzahlen. In diesem Zusammenhang nehme ich die Ansicht Ihrer Regierung zur Kenntnis, wie sie während der Verhandlungen zum Ausdruck gebracht wurde, daß sich infolge des seit der letzten Hilfslieferung an Österreich verstrichenen Zeitraumes kein Fall einer Dollar-Rückzahlung ergeben wird.

Schließlich ist es die Auffassung meiner Regierung, daß das Wien, den 2. Februar 1953 datierte Memorandum of Understanding zwischen unseren beiden Regierungen mit Inkrafttreten des Abkommens über die ERP-Counterpart-Regelung aufgehoben wird.

Sollten die vorstehenden Einverständnisse für die Regierung Eurer Exzellenz annehmbar sein, beehre ich mich vorzuschlagen, daß die

vorliegende Note und Ihre Antwortnote eine Vereinbarung zwischen unseren beiden Regierungen darstellen.

Genehmigen, Exzellenz, den erneuten Ausdruck meiner besonderen Wertschätzung."

Ich habe die Ehre Eurer Exzellenz mitzuteilen, daß die Österreichische Regierung mit dem Inhalt dieser Note einverstanden ist und den Austausch dieser Noten als eine Vereinbarung zwischen unseren beiden Regierungen betrachtet, die gleichzeitig mit dem Abkommen über die ERP-Counterpart-Regelung in Kraft tritt.

Ich benütze die Gelegenheit, um Ihnen, Herr Botschafter, den Ausdruck meiner ausgezeichneten und besonderen Hochachtung zu erneuern

JULIUS RAAB

An
Seine Exzellenz
Herrn FREEMAN H. MATTHEWS,
a.o. und bev. Botschafter
der Vereinigten Staaten
von Amerika,
Wien IX.

Translation

REPUBLIC OF AUSTRIA
THE FEDERAL CHANCELLOR

MARCH 28, 1961

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of March 10, 1961, which reads as follows:

[For the English language text of the note, see *ante*, p. 1851.]

I have the honor to inform Your Excellency that the Austrian Government is in agreement with the contents of this note and considers this exchange of notes as an understanding between our two governments, which takes effect simultaneously with the ERP Counterpart Settlement Agreement.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the expression of my high and distinguished consideration.

JULIUS RAAB

His Excellency
H. FREEMAN MATTHEWS,
Ambassador Extraordinary and Plenipotentiary,
of the United States of America,
Vienna IX.

ETHIOPIA

Investment Guaranties

Agreement effected by exchange of notes
Signed at Addis Ababa August 3, 1962;
Entered into force August 3, 1962.

The American Ambassador to the Ethiopian Acting Minister of Foreign Affairs

No. 81

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to investment guaranties which may be issued pursuant to the present Agreement by the Government of the United States of America with respect to investments in Ethiopia.

The Government of the United States of America and the Imperial Ethiopian Government, in order to facilitate and increase the participation of private enterprise in furthering the development of the economic resources and productive capacities of Ethiopia by the issuance of United States Government investment guaranties, agree as follows:

1. The Government of the United States of America and the Imperial Ethiopian Government shall, upon the request of either of them, consult respecting projects in Ethiopia for which United States Government investment guaranties have been issued or may be issued pursuant to the present Agreement, with respect to inconvertibility, expropriation, and such other risks as may be mutually agreed upon.

2. The Government of the United States of America shall issue no guaranty pursuant to the present Agreement with respect to any project unless such project has been approved by the Imperial Ethiopian Government for guaranty purposes.

3. If the Government of the United States of America makes payment in United States dollars to any investor under a guaranty issued pursuant to the present Agreement, the Imperial Ethiopian Government shall recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which payment under such guaranty is to be made, and the succession of the Government of the United States of America to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. Amounts in the lawful currency of Ethiopia and credits thereof acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to funds of private United States nationals deriving from investment activities like those in which the investor has been engaged, and not less favorable than the most favorable treatment accorded, in like circumstances, to nationals of Ethiopia or nationals of any other country, with reference to any reimbursement, compensation, indemnification, or any other payment that the Imperial Ethiopian Government may make or pay for loss due to inconvertibility, expropriation, and such other risks as may be mutually agreed upon. Such amounts and credits shall be freely available to the Government of the United States of America to meet its expenditures in Ethiopia.

5. Any claim against the Imperial Ethiopian Government to which the Government of the United States of America may succeed as a result of any payment under such guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a tribunal of three arbitrators, one to be named by each Government, and the third to be agreed upon by the two arbitrators so chosen provided that such third arbitrator shall not be a national of either country. Each of the Governments shall designate an arbitrator within two months of the date of delivery by either Government to the other Government of a diplomatic request for arbitration of dispute; and the third arbitrator shall be agreed upon within two months after such period of two months. If either of the Governments fails to designate its own arbitrator within two months or if the third arbitrator is not agreed upon within the time limit indicated, they shall request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Imperial Ethiopian Government, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of Your Excellency's reply.

Accept, Excellency the assurances of my highest consideration.

ARTHUR L. RICHARDS

EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa, August 3, 1962.

His Excellency
ATO KETEMA YIFRU,
Acting Minister of Foreign Affairs,
Addis Ababa.

TIAS 5134

The Ethiopian Acting Minister of Foreign Affairs to the American Ambassador

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Imperial Ethiopian Government
Ministry of Foreign Affairs

ቁጥር ፡ 12965/54

አዲስ ፡ አበባ ፡ 3. 8. 62
Addis Ababa

EXCELLENCY:

I have the honour to refer to conversations which have recently taken place between representatives of our two Governments relating to investment guaranties which may be issued pursuant to the present Agreement by the Government of the United States of America with respect to investments in Ethiopia, and to acknowledge the receipt of Your Excellency's note on this subject, No. 81.

The Imperial Ethiopian Government and the Government of the United States of America, in order to facilitate and increase the participation of private enterprise in furthering the development of the economic resources and productive capacities of Ethiopia by the issuance of United States Government investment guaranties, agree as follows:

1. The Imperial Ethiopian Government and the Government of the United States of America shall, upon the request of either of them, consult respecting projects in Ethiopia for which United States Government investment guaranties have been issued or may be issued pursuant to the present Agreement, with respect to inconvertibility, expropriation, and such other risks as may be mutually agreed upon.

2. The Government of the United States of America shall issue no guaranty pursuant to the present Agreement with respect to any project unless such project has been approved by the Imperial Ethiopian Government for guaranty purposes.

3. If the Government of the United States of America makes payment in United States dollars to any investor under a guaranty issued pursuant to the present Agreement, the Imperial Ethiopian Government shall recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which payment under such guaranty is to be made, and the succession of the Government of the United States of America to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. Amounts in the lawful currency of Ethiopia and credits thereof acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favourable than that accorded to funds of private United States nationals deriving from investment activities like those in which the investor has

been engaged, and not less favourable than the most favourable treatment accorded, in like circumstances, to nationals of Ethiopia or nationals of any other country, with reference to any reimbursement, compensation, indemnification, or any other payment that the Imperial Ethiopian Government may make or pay for loss due to inconvertibility, expropriation, and such other risks as may be mutually agreed upon. Such amounts and credits shall be freely available to the Government of the United States of America to meet its expenditures in Ethiopia.

5. Any claim against the Imperial Ethiopian Government to which the Government of the United States of America may succeed as a result of any payment under such guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a tribunal of three arbitrators, one to be named by each Government, and the third to be agreed upon by the two arbitrators so chosen provided that such third arbitrator shall not be a national of either country. Each of the Governments shall designate an arbitrator within two months of the date of delivery by either Government to the other Government of a diplomatic request for arbitration of dispute; and the third arbitrator shall be agreed upon within two months after such period of two months. If either of the Governments fails to designate its own arbitrator within two months or if the third arbitrator is not agreed upon within the time limit indicated, they shall request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The foregoing provisions are acceptable to the Imperial Ethiopian Government. The Imperial Ethiopian Government consider that Your Excellency's Note No. 81 and my reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.

[SEAL] KETEMA YIFRU

His Excellency
ARTHUR L. RICHARDS,
Ambassador of the United States of America,
Addis Ababa, Ethiopia.

FRANCE

Aviation: Transport Services

Agreement relating to the agreement of March 27, 1946, as amended.
Effected by exchange of notes
Dated at Paris April 5, 1960;
Entered into force April 5, 1960.

The American Embassy to the French Ministry of Foreign Affairs

No. 347

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the note dated February 26, 1960 from the French Embassy in Washington to the Department of State [1] concerning operation of routes provided for in the Air Transport Agreement [2] between the United States and France as amended by an exchange of notes dated August 27, 1959.[3]

After recent discussions on this subject, it is the Embassy's understanding that agreement has been reached on an exchange of air transit rights to accord the following advantages to air carriers of both countries.

(1) French carriers may serve Los Angeles via Montreal (without traffic rights between Montreal and Los Angeles).

(2) United States carriers may operate to Paris via London (without traffic rights between London and Paris) for services to and from United States west coast points.

(3) United States carriers may operate all-cargo services via London to French points presently authorized on United States routes to and from the United States east coast (without traffic rights between London and such French points).

It is also the Embassy's understanding that there will be no interruption of Pan American World Airways' existing service between Paris and Istanbul.

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[1] Not printed.
[2] TIAS 1679; 61 Stat. (pt. 4) 3445.
[3] TIAS 4336; 10 UST 1791.

In order to exercise the right contained in paragraph (1) above, Air France should file an application with the Civil Aeronautics Board for a permit under Section 1108(B) of the Federal Aviation Act [1] immediately after the French Government confirms to the Embassy that the above understandings are acceptable to it. The Embassy would be grateful if such written response could be made as soon as possible.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its high consideration.

AMERICAN EMBASSY,
Paris, April 5, 1960.

The French Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

LIBERTÉ-ÉGALITÉ-FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

PARIS, *le*

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et, en réponse à Sa note n° 347 en date du 5 avril, a l'honneur de Lui exposer ce qui suit:

Comme suite à la démarche effectuée par l'Ambassade de France à Washington le 26 février dernier, l'Ambassade des Etats-Unis d'Amérique, au nom de son Gouvernement, propose au Gouvernement Français, dans la note citée en référence, qu'il soit procédé à un échange de droits de trafic en matière aérienne sur les bases suivantes:

1°) Les avions français sont autorisés à desservir Los-Angelès via Montréal (sans droits de trafic entre Montréal et Los-Angelès);

2°) Les avions des Etats-Unis sont autorisés à desservir Paris via Londres (sans droits de trafic entre Londres et Paris) sur les lignes qu'ils exploitent à partir de ou à destination de la Côte Occidentale des Etats-Unis;

3°) Les avions des Etats-Unis sont autorisés à assurer des services de frêt via Londres jusqu'aux points en France actuellement desservis par des compagnies américaines à partir de ou à destination de la Côte Orientale des Etats-Unis (sans droits de trafic entre Londres et les points en France dont il s'agit).

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[1] 72 Stat. 798; 49 U.S.C. § 1508(b).

Le Gouvernement français donne son plein assentiment aux propositions qui précèdent. Il est également d'accord pour qu'il n'y ait aucune interruption dans le service assuré par les Pan American World Airways entre Paris et Istanbul, étant toutefois précisé que ladite ligne ne comporte pas de droits de trafic entre Paris et Istambul.

La Compagnie AIR-FRANCE a, dès à présent, reçu les instructions nécessaires pour accomplir les formalités prévues en vue de la mise en service de sa ligne sur Los-Angelès via Montréal, conformément au paragraphe premier du présent arrangement.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération./.

PARIS, *le 5 avril 1960*

AMBASSADE DES ETATS-UNIS D'AMERIQUE
à Paris

Translation

MINISTRY
OF
FOREIGN AFFAIRS

LIBERTY-EQUALITY-FRATERNITY

FRENCH REPUBLIC

PARIS

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and, in reply to its note No. 347 dated April 5, has the honor to inform it of the following:

As a result of the step taken by the Embassy of France at Washington on February 26 last, the Embassy of the United States of America, in the name of its Government, proposes to the French Government in the above-mentioned note that an exchange of air traffic rights be effected on the following terms:

(1) French airplanes shall be authorized to serve Los Angeles via Montreal (without traffic rights between Montreal and Los Angeles);

(2) United States airplanes shall be authorized to serve Paris via London (without traffic rights between London and Paris) on the routes which they serve from or to the West Coast of the United States;

(3) United States airplanes shall be authorized to provide cargo services via London to the points in France now served by American

companies from or to the East Coast of the United States (without traffic rights between London and the points in France in question).

The French Government fully agrees to the preceding proposals. It also agrees that there shall be no interruption in the service provided by Pan American World Airways between Paris and Istanbul; it is specified, however, that the aforesaid route does not include traffic rights between Paris and Istanbul.

Air France has now received the necessary instructions to fulfill the formalities indicated for the purpose of inaugurating service on its Los Angeles-via-Montreal route, in accordance with the first paragraph of the present agreement.

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

[SEAL]

PARIS, *April 5, 1960*

EMBASSY OF THE
UNITED STATES OF AMERICA,
Paris.

PAKISTAN

Economic Development: Commitment of Funds to the Revised Pakistan Second Five-Year Plan

Agreement effected by exchange of notes
Signed at Karachi July 25, 1962;
Entered into force July 25, 1962.

The American Ambassador to the Pakistani Secretary, Economic Affairs Division, President's Secretariat

EMBASSY OF THE
UNITED STATES OF AMERICA
Karachi, July 25, 1962.

No. 70

SIR:

I have the honor to refer to recent conversations between representatives of our two Governments and with representatives of other members of the Pakistan Confortium concerning the advance commitment of funds to the revised Pakistan Second Five-Year Plan (hereinafter referred to as the "Plan") considered by the Consortium at the meetings held from January 24–26, 1962.

Your Government has requested that the Pakistan Consortium make available a total of $945 million to finance the foreign exchange requirements of the second and third years of the Plan. I am now pleased to inform you that my Government will make available $500 million for this purpose, during the period from July 1, 1961 to June 30, 1963, pursuant to the understandings and agreements reached at the Consortium meetings in January 1962, and in consideration of the pledges made by other Consortium members in those meetings to provide the funds requested for this portion of the Plan. The United States commitment, which is made on the terms and conditions and subject to the limitations stated below, includes the $150 million pledged by my Government at the June 1961 Consortium meeting and consists of the following: $25 million of Fiscal Year 1962 Supporting Assistance funds; $200 million of Fiscal Year 1962 Development Loan funds; $225 million of Fiscal Year 1963 Development Loan funds, subject to appropriation by Congress; and $50 million of Export-Import Bank of Washington loans to the extent that specific applications meeting the requirements and criteria of the Bank are received. It is anticipated that the majority of United States funds thus committed

would be expended on specific high priority development projects included in the Plan. Considerable United States financing of high priority program imports of raw materials and other requisites to maintenance and expansion of industrial agricultural and institutional [1] operations is also contemplated.

The above mentioned assistance will be made available pursuant to specific loan and grant agreements. The Export-Import Bank policy requires that all of its loans be used exclusively for procurement in the United States. All other goods and services financed pursuant to this Agreement will be procured in the United States to the maximum extent feasible as determined by the Agency for International Development. Development loan assistance committed by this Agreement must meet the criteria of the Foreign Assistance Act of 1961,[2] as heretofore or hereafter amended, which include consideration of self-help, absorptive capacity of the economy, sound planning and measures to promote social justice.

Your Government, in connection with its Plan submission to the Consortium, committed itself to increase revenue and other internal savings calculated to provide approximately 70 percent of the local currency requirements of the Plan and to the accomplishment of certain other measures and reforms important to the success of the plan. These measures include, among others, incorporation of new projects into the Plan only by substitution or other adjustment within the agreed financial limits and the giving of first priority to Plan projects and the Indus Waters program in calls on counterpart funds and local currency proceeds accruing from sales under the Agricultural Trade Development and Assistance Act of 1954,[3] as amended. This Agreement is entered into in reliance on this commitment by your Government and with the understanding and expectation that the Government of Pakistan will continue to use every effort to carry out the Plan. Our Governments will make arrangements for periodic consultation and regular exchange of information with respect to the progress of the Plan and achievements thereunder.

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

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

WALTER P. MCCONAUGHY

The Honorable
S. OSMAN ALI, S.Q.A., CSP,
Secretary, Economic Affairs Division,
President's Secretariat,
Karachi.

[1] Should read "industrial, agricultural and institutional".
[2] 75 Stat. 424; 22 U.S.C. § 2151 note.
[3] 68 Stat. 454; 7 U.S.C. § 1691 note.

The Pakistani Secretary, Economic Affairs Division, President's Secretariat, to the American Ambassador

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION
KARACHI
July 25, 1962.

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated July 25, 1962, regarding the advance commitment of $500 million made by the Government of the United States of America at the Consortium meetings, the text of which is reproduced below:–

"I have the honor to refer to recent conversations between representatives of our two Governments and with representatives of other members of the Pakistan Consortium concerning the advance commitment of funds to the revised Pakistan Second Five-Year Plan (hereinafter referred to as the "Plan") considered by the Consortium at the meetings held from January 24–26, 1962.

Your Government has requested that the Pakistan Consortium make available a total of $945 million to finance the foreign exchange requirements of the second and third years of the Plan. I am now pleased to inform you that my Government will make available $500 million for this purpose, during the period from July 1, 1961 to June 30, 1963, pursuant to the understandings and agreements reached at the Consortium meetings in January 1962, and in consideration of the pledges made by other Consortium members in those meetings to provide the funds requested for this portion of the Plan. The United States commitment, which is made on the terms and conditions and subject to the limitations stated below, includes the $150 million pledged by my Government at the June 1961 Consortium meeting and consists of the following: $25 million of Fiscal Year 1962 Supporting Assistance funds; $200 million of Fiscal Year 1962 Development Loan funds; $225 million of Fiscal Year 1963 Development Loan funds, subject to appropriation by Congress; and $50 million of Export-Import Bank of Washington loans to the extent that specific applications meeting the requirements and criteria of the Bank are received. It is anticipated that the majority of United States funds thus committed would be expended on specific high priority development projects included in the Plan. Considerable United States financing of high priority program imports of raw materials and other requisites to maintenance and expansion of industrial agricultural and institutional operations is also contemplated.

The above-mentioned assistance will be made available pursuant to specific loan and grant agreements. The Export-Import Bank policy requires that all of its loans be used exclusively for procurement in the United States. All other goods and services financed

pursuant to this Agreement will be procured in the United States to the maximum extent feasible as determined by the Agency for International Development. Development loan assistance committed by this Agreement must meet the criteria of the Foreign Assistance Act of 1961, as heretofore or hereafter amended, which include consideration of self-help, absorptive capacity of the economy, sound planning and measures to promote social justice.

Your Government, in connection with its Plan submissions to the Consortium, committed itself to increase revenue and other internal savings calculated to provide approximately 70 percent of the local currency requirements of the Plan and to the accomplishment of certain other measures and reforms important to the success of the Plan. These measures include, among others, incorporation of new projects into the Plan only by substitution or other adjustment within the agreed financial limits and the giving of first priority to Plan projects and the Indus Waters program in calls on counterpart funds and local currency proceeds accruing from sales under the Agricultural Trade Development and Assistance Act of 1954, as amended. This Agreement is entered into in reliance on this commitment by your Government and with the understanding and expectation that the Government of Pakistan will continue to use every effort to carry out the Plan. Our Governments will make arrangements for periodic consultation and regular exchange of information with respect to the progress of the Plan and achievements thereunder.

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

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

S Osman Ali

(S. Osman Ali)
Secretary.

His Excellency,
Mr. Walter P. McConaughy,
Ambassador of the United States of America in Pakistan.

TIAS 5136

BRITISH HONDURAS

Peace Corps Program

Agreement effected by exchange of notes
Signed at Belize July 26 and August 15, 1962;
Entered into force August 15, 1962.

The American Consul to the Governor of British Honduras

CONSULATE OF THE
UNITED STATES OF AMERICA
Belize, July 26, 1962.

No. 1

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 British Honduras.

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

2. The Government of British Honduras 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 British Honduras; 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 British Honduras will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside British Honduras, from all customs duties or other charges on their personal property introduced into British Honduras 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 and 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 British Honduras will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in British Honduras 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 British Honduras will receive a representative of the Peace Corps and such United States staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of British Honduras. The Government of British Honduras will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside British Honduras, and from all other taxes or other charges (including immigration fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services. The Government of British Honduras will accord the Peace Corps Representative and his United States staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into British Honduras for their own use as is accorded personnel of comparable rank or grade of the consular mission of the United States; and will accord personnel of United States private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal property introduced into British Honduras for their own use as is accorded Volunteers hereunder.

5. The Government of British Honduras will exempt from investment and deposit requirements and currency controls all funds introduced into British Honduras for use hereunder by the Government of the United States or contractors financed by it.

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 British Honduras as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

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

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

HARRISON W. BURGESS

His Excellency
Sir PETER H. G. STALLARD, K.C.M.G., C.V.O., M.B.E.,
Governor of British Honduras,
Belize.

The First Minister of British Honduras to the American Consul

BRITISH HONDURAS

OFFICE OF THE FIRST MINISTER,
BELIZE CITY.
15th August, 1962.

Please Quote
No. 6403/9/1/62 (35)

SIR,

I have the honour to acknowledge your Note No. 1 of the 26th of July, 1962, addressed to His Excellency the Governor concerning the understandings reached between the Government of the United States of America and the Government of British Honduras as to the conditions under which the Government of the United States will send members of the Peace Corps to work in this country.

2. I confirm that the understandings set out therein are acceptable to the Government of British Honduras and that your Note under reference and this reply will constitute an Agreement between our two Governments, which Agreement shall come into force on the date hereof and remain in force until ninety days after the written notification from either Government to the other of intention to terminate it.

3. I take this opportunity of conveying to you an assurance of my highest consideration.

I have the honour to be, Sir, Your obedient Servant,

GEORGE PRICE
(G. C. Price)
First Minister.

HARRISON W. BURGESS, Esq.,
United States Consul,
Consulate of the United States of America,
Belize City.

TIAS 5137

THAILAND

Postal Matters: Money Orders

Agreement signed at Bangkok January 12, 1962, and at Washington February 21, 1962;
Approved and ratified by the President of the United States of America March 17, 1962;
Entered into force July 1, 1962.

AGREEMENT
FOR
THE EXCHANGE OF INTERNATIONAL MONEY ORDERS
BETWEEN
THE POSTAL ADMINISTRATIONS OF THE UNITED STATES AND THAILAND

AGREEMENT
FOR
THE EXCHANGE OF INTERNATIONAL MONEY ORDERS
BETWEEN
THE POSTAL ADMINISTRATIONS OF THE UNITED STATES AND THAILAND

The Post Office Department of the United States of America and the Postal Administration of Thailand being desirous of establishing a system of exchange of Money Orders, the undersigned being duly authorized for that purpose, have agreed upon the following articles:

Article I

The amounts of money orders in both directions shall be expressed in terms of United States of America currency. It is agreed that all amounts shall be converted into their proper equivalents in the currency of either Thailand or the United States of America as the case may be, by the Postal Administration of Thailand; that is, the sums received by the Postal Administration of Thailand for money orders drawn on the United States of America shall be converted at the time of issue into United States of America currency at the conversion rate fixed by the Postal Administration of Thailand on the basis of the current rate of exchange prevailing in Thailand; and the amounts of money orders drawn in the United States for payment in Thailand into its currency at the conversion rate fixed by the postal authorities in Thailand on the basis of the current rate of exchange prevailing in Thailand on the date of the arrival of the money order list.

Article II

The maximum amount for which a money order may be drawn in either country upon the other shall be One Hundred Dollars, United States of America currency. No money order shall contain a fractional part of a cent.

Article III

The amounts of money orders shall be deposited by the purchasers and paid to the payees in the legal currency of the respective countries.

ARTICLE IV

The Post Office Department of the United States of America and the Postal Administration of Thailand shall each have power to fix, from time to time, the schedule of fees or rates of commission to be charged on all money orders they may respectively issue. The fees and commissions shall belong to the issuing Postal Administration.

ARTICLE V

No money order shall be issued unless the applicant furnishes in full the surname and at least the initials of one given name, both of the purchaser and the payee, or the name of the firm or company designated as the purchaser or payee, together with the address of the purchaser and that of the payee.

ARTICLE VI

The operation of the postal money order system between the two Postal Administrations shall be performed exclusively by the agency of office of exchange. On the part of Thailand, the office of Exchange shall be Central Money Order Office, Bangkok and on the part of the United States of America, New York, New York, or such other city or locale as the respective Postal Administrations may designate.

ARTICLE VII

The particulars of all money orders issued in the United States of America payable in Thailand shall be entered at the Exchange Office, New York, New York, in a list similar to the form marked "A" [1] in the appendix, in which shall be shown the amount of each order in United States of America currency and the list bearing an impression of the New York date stamp, together with the related original orders containing the full details, shall be forwarded by Air Mail weekly to the exchange office in Thailand where it shall be impressed with a date stamp and where the requisite arrangements for effecting payment of the orders shall be carried out.

In like manner the particulars of money orders issued in Thailand for payment in the United States of America shall be entered in a list similar to the Form marked "B" [1] in which shall be shown the amount of each order in the currency of the United States of America and the list, after receiving an impression of the date stamp of the Central Money Order Office of Bangkok shall be forwarded weekly by Air Mail to the exchange office at New York where it shall receive an impression of the date stamp, and where the necessary arrangements for effecting payment of the orders shall be carried out.

Each list shall be numbered consecutively, 1, 2, 3, 4 etc., in the order of dispatch, the numbers recommencing with No. 1 on the 1st of July of each year.

[1] Not printed.

Article VIII

As soon as the list of the dispatching office shall have reached the receiving office of exchange, the latter shall make out internal money orders or other appropriate forms in favor of the payees for the amounts specified in the list and shall forward them, free of postage, to the addressees, or to the offices of destination in conformity with the regulations existing in each country for payment of money orders.

When the lists shall show irregularities or insufficient information which the receiving office shall not be able to rectify, that office shall request an explanation from the dispatching office which shall give such explanation with as little delay as possible.

Pending receipt of the explanation the payment relating to the entries found to be erroneous in the list shall be suspended.

Article IX

The orders issued by each Administration on the other shall be subject as regards payment to the regulations which govern the payment of internal orders in the country of destination.

It is agreed that all money orders paid in either country shall be retained in the country in which they are paid.

Article X

When it is desired that any error in the name of the payee or purchaser shall be corrected, or that the amount of a money order shall be repaid to the purchaser, application must be made by the purchaser to the Postal Administration of the country of issue.

Duplicate orders shall only be issued by the Postal Administration of the country on which the original orders were drawn and in conformity with the regulations established or to be established in that country.

Article XI

The amount of an order shall not be repaid to the purchaser until it has been ascertained through the Postal Administration of the country where such order is payable, that the order has not been paid and will not be paid in the country of payment.

Article XII

Orders which shall not have been paid within twelve months from the end of the month of issue, shall become void, and the sums received shall accrue to and be placed at the disposal of the country of origin.

The Postal Administration of Thailand shall, therefore, enter to the credit of the United States of America in the monthly account all money orders certified in the lists received from the United States of America which remain unpaid at the end of the period specified. A separate list in triplicate of all invalid orders of United States of

America issue shall be dispatched to the Post Office Department of the United States of America. On the other hand, the Post Office Department of the United States of America shall transmit to the Postal Administration of Thailand for entry in the monthly account, a detailed statement of all orders included in the lists dispatched from the exchange office at Bangkok, which under this Article become void.

Article XIII

Within six weeks after the close of each month an account shall be prepared by the Postal Administration of Thailand, showing in detail the totals of lists containing the details of orders issued in either country during the month, and the balance resulting from such transactions.

Two copies of this account shall be transmitted to the Post Office Department of the United States of America, Washington, D.C., or to such other address as the Post Office Department may request, and the balance, after proper certification and acceptance shall, if due from the Postal Administration of Thailand, be paid by means of a check or bill of exchange payable at sight drawn in terms of United States of America currency in favor of the Postmaster General or such other official as the Postal Administration of the United States of America may designate. If the balance is in favor of the Postal Administration of Thailand, it will be paid upon verification by means of a Post Office Department check or bill of exchange payable at sight to be drawn in favor of the Director General of Posts and Telegraphs at Bangkok or to such other official as the Postal Administration of Thailand may request.

For this monthly account, forms shall be used in exact conformity with the models "C' and "D" [1] in the appendix.

If pending the settlement of an account, one of the two Postal Administrations shall ascertain that it owes the other a balance exceeding fifty thousand dollars ($50,000), the indebted Administration shall promptly remit the approximate amount of such balance to the credit of the other.

Article XIV

The Postal Administration in either country, shall be authorized to adopt any additional rules, if not inconsistent with the foregoing, for the greater security against fraud or for the better operation of the system generally. All such additional rules, however, must be communicated to the Postal Administration of the other country.

Article XV

Should it appear that money orders are being used for speculative, or any other purpose inimical to the interest of the service, either Postal Administration shall have the power to increase the fee, and/or completely suspend for a time the issue of money orders.

[1] Not printed.

ARTICLE XVI

This Agreement shall be approved by each contracting party in accordance with its legal procedures, and, thereafter, it shall enter into force on the date to be agreed upon by the contracting parties.[1]

This Agreement shall supersede and be substituted for any previous ones and shall continue in force until six (6) months after either of the contracting parties shall have notified the other of its intention to terminate it.

DONE in duplicate and signed at Bangkok on the twelfth day of January 1962, and at Washington, D.C., on the 21st day of February, 1962.

FOR THE POSTAL ADMINISTRATION OF THAILAND:

S. SAGUANWONGSE
For Director-General

FOR THE POST OFFICE DEPARTMENT OF THE UNITED STATES OF AMERICA:

H W BRAWLEY
Acting Postmaster General

[SEAL]

The foregoing Agreement for the Exchange of International Money Orders between the Postal Administration of the United States of America and the Postal Administration of Thailand has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In Testimony Whereof I have caused the Seal of the United States of America to be hereunto affixed.

[SEAL] JOHN F KENNEDY

By the President.
GEORGE W BALL
Acting Secretary of State

WASHINGTON, *March 17, 1962.*

[1] July 1, 1962.

MEXICO

Weather Stations: Cooperative Meteorological Program

Agreement extending and amending the agreement of August 23 and 29, 1957.
Effected by exchange of notes
Signed at México August 8, 1962;
Entered into force August 8, 1962.

The American Ambassador to the Mexican Minister for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F., August 8, 1962.

No. 39

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the United Mexican States, effected by an exchange of notes signed at Mexico City August 23 and 29, 1957, [1] continuing the cooperative meteorological program in Mexico. In order that our two Governments may continue to derive mutual benefits from the cooperative meteorological program, it is proposed that the agreement incorporated in the notes under reference be considered as having continued in effect from December 31, 1958 and that it remain in force until December 31, 1962. It shall remain subject to termination by either Government by giving to the other Government notice in writing sixty days in advance.

It is further proposed that the agreement be amended in the following respects:

(1) Add at the end of paragraph 3(a) the words "for such special upper-air observations as may be needed for severe storm forecasting and research; and"

(2) Delete subparagraph (d) of paragraph 9 and substitute therefor the following new subparagraph (d):

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[1] TIAS 3905; 8 UST 1537.

"(d) To maintain and calibrate the radiowindsonde ground equipments at the upper air stations listed in Section 11(c) of the present agreement, either by detailing an electronic technician periodically to these stations or by assigning a resident technician to Mexican territory, or both, as may be agreed mutually between the two Cooperating Agencies."

(3) Delete subparagraphs (e) and (f) of paragraph 9 and reletter the subsequent subparagraphs accordingly.

(4) Delete subparagraph (b) of paragaph 10 and substitute therefor the following new subparagraph (b):

"(b) To assign a Mexican meteorological inspector to instruct the Mexican observers in surface and pilot balloon observing techniques, to install and maintain the meteorological equipment required for these observations and to assist the United States Cooperating Agency technician referred to in paragraph 9(d)."

(5) Delete subparagraph (d)c of paragraph 10 and substitute therefor the following new subparagraph (d)c:

"(d)c: Two rawinsonde observations daily at Merida and at least one rawinsonde observation daily at the other stations listed in 11(c); as an interim measure, radiosonde observations will be taken at those stations where rawin equipment is not yet installed."

(6) Add a footnote to subparagraph (d)c of paragraph 10 to read as follows:

"Note: Both Cooperating Agencies recognize the advantages of two observations daily from all the stations listed in 11(c). As funds for additional supplies and personnel become available, the frequency of observations will be increased accordingly by agreement between the two Cooperating Agencies."

(7) Add a new sub-paragraph under paragraph 10(d), as follows:

"d. Such special upper-air observations as may be needed for severe storm forecasting and research."

If this arrangement and these amendments are acceptable to the Government of the United Mexican States, my Government will consider the present note and your reply concurring therein as constituting an Agreement between our respective Governments.

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

THOMAS C. MANN

His Excellency
MANUEL TELLO,
Minister for Foreign Relations,
Mexico, D.F.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

507577 MÉXICO, D.F., *a 8 de agosto de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 39, fechada el día de hoy que en su traducción al español dice lo siguiente:

"Tengo el honor de referirme al Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América, celebrado mediante un canje de notas firmadas en la ciudad de México, el 23 y 29 de agosto de 1957, para la continuación de un programa de cooperación meteorológica en México.

A fin de que nuestros dos Gobiernos puedan continuar obteniendo beneficios mutuos del programa de cooperación meteorológica, se propone que el Convenio constituido por las notas mencionadas se considere como si hubiese continuado en vigor desde el 31 de diciembre de 1958 y que permanezca vigente hasta el 31 de diciembre de 1962. Cualquiera de los dos Gobiernos podrá darlo por terminado, mediante notificación por escrito al otro Gobierno, con sesenta días de anticipación.

Además se propone que el Acuerdo se enmiende en los siguientes términos:

(1) Agregar al final del párrafo 3 (a) las palabras "para aquellas observaciones especiales en el aire superior (upper air) que puedan necesitarse para el pronóstico e investigación de tempestades fuertes; y"

(2) Suprimir el inciso (d) del párrafo 9, substituyéndolo con el siguiente nuevo inciso (d):

"(d) Mantener y calibrar los equipos de tierra de radioviento-radiosondeo, en las estaciones aéreas superiores, listadas en la sección 11 (c) del presente convenio, ya sea asignando un técnico electrónico periódicamente a dichas estaciones, o asignando un técnico residente al territorio mexicano, o ambos, según se convenga mutuamente entre las dos dependencias cooperativas".

(3) Suprimir los incisos (e) y (f) del párrafo 9 y volver a designar con letras los subsecuentes incisos, de acuerdo con ellos.

(4) Suprimir el inciso (b) del párrafo 10 y substituirlo por el siguiente nuevo inciso (b):

"(b) Asignar un inspector meteorológico mexicano para que instruya a los observadores mexicanos en las técnicas de observación en superficie y por globos pilotos; instalar y mantener el equipo meteorológico requerido para dichas observaciones, y prestar ayuda al técnico de la Dependencia Cooperativa de los Estados Unidos que se menciona en el párrafo 9 (d)"

(5) Suprimir el inciso (d)c del párrafo 10 y substituirlo por el siguiente nuevo inciso (d)c:

"(d)c Dos observaciones de radioviento-radiosondeo diariamente en Mérida, y por lo menos una observación de radioviento-radiosondeo diariamente en las demás estaciones listadas en el párrafo 11(c); como medida provisional, se llevarán a cabo observaciones de radiosondeo en aquellas estaciones en que el equipo de radioviento no esté instalado todavía."

(6) Añadir una nota al pie de la página, al inciso (d)c del párrafo 10, que diga como sigue:

"Nota: Ambas Dependencias Cooperativas reconocen las ventajas de efectuar dos observaciones diarias desde todas las estaciones listadas en el párrafo 11 (c). A medida que se disponga de fondos para material y personal adicionales, la frecuencia de las observaciones se aumentará en consecuencia, mediante convenio entre ambas Dependencias Cooperativas".

(7) Añadir un nuevo inciso bajo el párrafo 10 (d) como sigue:

"d. Las observaciones en el aire superior (upper air) que se requieran para el pronóstico e investigación de las fuertes tempestades.

Si este arreglo y estas reformas son aceptables para el Gobierno de los Estados Unidos Mexicanos, mi Gobierno considerará que la presente nota y su respuesta indicando conformidad, constituirán un Convenio entre nuestros respectivos Gobiernos."

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y por lo tanto, la nota número 39 de Vuestra Excelencia y la presente constituyen un Acuerdo entre nuestros Gobiernos sobre la materia.

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

MANUEL TELLO.

Excelentísimo Señor THOMAS C. MANN,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY FOR FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

507577 MÉXICO, D.F., *August 8, 1962*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 39 of this date, which in Spanish translation reads as follows:

[For the English language text of the note, see *ante*, p. 1877.]

In reply to Your Excellency's note transcribed above, I am happy to inform you that the Government of Mexico accepts the terms thereof, and, consequently, Your Excellency's note No. 39 and this note constitute an Agreement between our Governments on the matter.

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

MANUEL TELLO.

His Excellency
THOMAS C. MANN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

MEXICO

Technical Cooperation: Industrial Productivity Program

Agreement effected by exchange of notes
Dated at México February 21 and November 15, 1961;
Entered into force November 15, 1961.

The Mexican Ministry of Foreign Relations to the American Embassy [1]

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

120953.

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene la honra de referirse al Acuerdo General sobre Cooperación Técnica celebrado entre el Gobierno de México y el de los Estados Unidos de América el 27 de junio de 1951, modificado y adicionado posteriormente, así como al acuerdo efectuado por intercambio de notas fechadas el 9 de marzo de 1955, encaminado a fomentar la productividad industrial en México.

Habida cuenta de los términos del citado Arreglo General, la Secretaría solicita la conformidad de la Embajada para que al continuarse la colaboración que en el campo de la productividad industrial ha venido prestando la Administración de Cooperación Internacional al Centro Industrial de Productividad, ésta se rija por los siguientes lineamientos:

1.– Entidades de Cooperación.

a) El Gobierno de México proveerá lo necesario para que a través del Centro Industrial de Productividad (al que en lo sucesivo se denominará "el Centro") se cumpla cualesquiera obligación o responsabilidad que quede a su cargo según los términos de este acuerdo o de cualquier otro que se encuentre en vigor y que se refiera a proyectos específicos de productividad industrial.

En el desempeño de las obligaciones establecidas por el presente acuerdo, el Centro puede solicitar la cooperación y la ayuda de las dependencias oficiales o instituciones particulares mexicanas que con-

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[1] The English language translation of the Mexican note is quoted in the United States note; *post*, p. 1885.

sidere convenientes, así como establecer oficinas consultoras que se encarguen de proporcionar ayuda técnica en el campo de la productividad.

b) Para el cumplimiento de las obligaciones y responsabilidades que queden a su cargo conforme a los términos del presente acuerdo o de cualquier otro que se encuentre en vigor y se refiera a proyectos específicos de productividad, el Gobierno de los Estados Unidos de América designa a la Administración de Cooperación Internacional (a la que en lo sucesivo se denominará "la Administración"). Al propio tiempo, la Administración podrá valerse de la ayuda de las Dependencias Oficiales o instituciones privadas norteamericanas que juzgue convenientes para el mejor desempeño de las actividades aquí previstas.

2.- Actividades del proyecto.

a) Durante la vigencia del presente acuerdo el Centro dará la debida consideración a las solicitudes de asistencia técnica que le formulen los centros de productividad situados en diversas regiones del territorio mexicano, en la inteligencia de que toda colaboración que desee brindar la Administración a los centros locales de productividad deberá necesariamente de ser canalizada a través del Centro.

Asimismo, el Centro considerará, dentro de sus posibilidades, las solicitudes de asistencia técnica que en materia de productividad industrial le formulen directamente o a través de la Administración, los Estados latinoamericanos.

b) Durante la vigencia del presente acuerdo la Administración proporcionará asesoría y asistencia de carácter técnico al Centro, en los proyectos específicos contenidos en el Programa de Actividades de éste en los que desee participar y acerca de los cuales se llegue a un acuerdo escrito por el Presidente del Consejo Directivo del Centro y por el Director de la Misión de la Administración. Dicha asesoría y asistencia será proporcionada de conformidad con los procedimientos establecidos del Gobierno de los Estados Unidos de América.

c) En cada proyecto que pretenda realizar el Centro con la ayuda de la Administración deberá especificarse por escrito el tipo de actividad a desarrollarse, su objetivo, el modo de financiamiento de dicho proyecto y demás asuntos que las partes consideren pertinentes.

d) Los asuntos relacionados con los fondos suministrados por el Centro o la Administración para cualquier proyecto específico, los métodos de manejo de dichos fondos, los métodos para proporcionar consultores y asistencia, así como cualquier otra obligación a cargo de alguna de las partes que suscriben este acuerdo, serán específicamente previstos para cada proyecto que se realice.

3.– Derechos y exenciones.

a) El Gobierno de México otorgará las franquicias correspondientes a efecto de que el Gobierno de los Estados Unidos de América, cualquiera de sus oficinas gubernamentales o sus funcionarios debidamente acreditados que tengan a su cargo la realización de las actividades a que se refiere el presente acuerdo, no paguen derechos de importación ni impuestos en mercancías, equipo o material traido a México para los fines de este acuerdo, ni en los efectos personales de los funcionarios que se mencionan. Dichas exenciones se otorgarán de conformidad con las normas y usos establecidos por el Derecho Internacional y los tratados o convenios en vigor entre México y los Estados Unidos de América.

b) En cuanto al personal norteamericano que la Administración emplee para desempeñar funciones o trabajos en relación con el presente acuerdo y que no tengan el carácter de funcionarios gubernamentales, sino que presten servicios bajo contrato, el Gobierno de México proveerá lo necesario, dentro de los términos de sus leyes, a fin de que tales personas no tengan que pagar el importe de los derechos o impuestos antes mencionados.

En todos los casos citados, se deberán hacer las gestiones previas correspondientes ante la Dirección General de Aduanas de la Secretaría de Hacienda y Crédito Público del Gobierno de México, a través de la Secretaría de Relaciones Exteriores.

Queda entendido que por lo que hace a los automóviles de los funcionarios o expertos que vengan a México traidos por la Administración con objeto de realizar labores relacionadas con algún proyecto del Centro, el Gobierno se reserva la facultad de concederles tan sólo la internación temporal de sus vehículos, la cual será prorrogable por todo el tiempo que permanezcan en el país en el desempeño de sus funciones.

4.– Informes.

a) Al finalizar cualquier programa de actividades del Centro, que se haya realizado con la ayuda de la Administración deberá rendirse un Informe final, elaborado y firmado por el Presidente del Consejo Directivo del Centro, que contenga una relación de los trabajos efectuados, los objetivos perseguidos, los gastos erogados, los problemas técnicos resueltos y demás datos básicos relativos al proyecto en cuestión. El Informe de referencia deberá ser turnado a las Secretarías de Relaciones Exteriores y de Industria y Comercio y al Jefe de la Misión de la Administración, para su aprobación.

Asimismo, el Presidente del Consejo Directivo del Centro rendirá informes a las Autoridades antes mencionadas en los plazos previstos para cada proyecto escífico, sin que dichos plazos puedan exceder del término de un año.

5.- Duración y término.

Este acuerdo estará vigente hasta 90 días despúes de que cualquiera de los dos Gobiernos haya señalado por escrito que es su intención el darlo por terminado. Queda entendido que las aportaciones de ambos Gobiernos destinadas a la realización de proyectos específicos del Centro, quedarán sujetas a que pueda disponerse de los fondos necesarios al efecto.

El Gobierno de los Estados Unidos Mexicanos considera que la presente nota y la de respuesta de la Embajada, en que se acepten los términos especificados, constituirán el acuerdo entre ambos Gobiernos para la prestación de asistencia técnica en materia de productividad, que entrará en vigor en la fecha en que se reciba la nota de respuesta del Gobierno de los Estados Unidos de América.

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

México, D. F., a 21 de febrero de 1961.

A la EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA
Ciudad.

The American Embassy to the Mexican Ministry of Foreign Relations

No. 563

The Embassy of the United States of America refers to note No. 120953, dated February 21, 1961, from the Ministry of Foreign Relations of the Government of the United Mexican States which in the English translation thereof reads as follows:

"The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to the General Agreement for Technical Cooperation concluded between Mexico and the United States on June 27, 1951,[1] as amended and supplemented, and to the Agreement for a program for the promotion of industrial productivity in Mexico effected by an exchange of notes dated March 9, 1955.[2]

"Pursuant to the terms of the above-mentioned General Agreement, the Ministry requests the approval of the Embassy so that the International Cooperation Administration, in continuing the collaboration which it has been rendering to the Centro Industrial de Productividad in the field of industrial productivity, may be governed by the following terms:

[1] TIAS 2273; 2 UST 1243.
[2] TIAS 3238; 6 UST 959.

"1. *Cooperating Agencies*

a) The Government of Mexico will take whatever steps are necessary to carry out through the Centro Industrial de Productividad (hereinafter referred to as the "Centro") any obligations or responsibilities devolving upon it pursuant to this Agreement or any other agreements which may be in force and that refer to specific industrial productivity projects. In carrying out the obligations established by this Agreement, the Centro may request the cooperation and assistance of the official or private agencies of Mexico that it considers desirable, as well as establish advisory agencies to furnish technical assistance in the productivity field.

b) The Government of the United States of America designates the International Cooperation Administration (hereinafter referred to as "the Administration") to carry out the obligations and responsibilities devolving upon it under this Agreement or any other now in force that relates to specific productivity projects. At the same time, the Administration may avail itself of the assistance of other official or private agencies of the United States it deems appropriate in order to carry out most effectively the activities herein provided.

"2. *Project Activities*

a) The Centro, while this Agreement is in force, will give due consideration to the requests for technical assistance submitted by the productivity centers situated in the various regions of Mexico. It is understood that any cooperation that the Administration wishes to give local productivity centers will have to be channeled through the Centro. At the same time, the Centro will consider, within the limits of its capabilities, the requests made directly or through the Administration by the Latin American countries for technical assistance in the field of industrial productivity.

b) The Administration, while this Agreement is in force, will furnish technical consultation and assistance to the Centro, as provided in specific projects included in the Program of Activities of the Centro and in which the Centro wishes to participate by mutual agreement signed by the Chairman of the Board of the Centro and the Director of the Mission of the Administration. Such consultation and assistance shall be furnished in accordance with established procedures of the Government of the United States of America.

c) Each project that the Centro intends to carry out with the assistance of the Administration shall specify in writing the type of work to be undertaken, its objective, methods of financing, and such other matters as the parties may deem pertinent.

d) Matters relating to funds provided by the Centro or the Administration for any specific projects, method of handling of such funds, methods of supplying consultants and assistance, as well as any other obligation devolving upon either party to this Agreement, shall be specifically provided for each project carried out.

"3. *Rights and Exemptions*

a) The Government of Mexico will grant the appropriate free entries so that the Government of the United States of America, any of its governmental agencies or duly accredited officials who are responsible for carrying out the activities referred to in this Agreement, shall not pay import duties nor taxes on merchandise, equipment, or material brought into Mexico for the purposes of this Agreement, or upon articles for personal use of the above-mentioned officials. These exemptions shall be accorded pursuant to the principles and practices established by international law and treaties or agreements in force between Mexico and the United States of America.

b) With respect to personnel from the United States whom the Administration may employ to carry out functions or work in connection with this Agreement and who do not have the status of governmental officials but who perform services under contract, the Government of Mexico will take the necessary steps within the provisions of its laws so that such individuals will not have to pay the above-mentioned duties or taxes. In such cases, previous arrangements should be made with the Bureau of Customs, Ministry of Finance and Public Credit of the Government of Mexico through the Ministry of Foreign Relations. It shall be understood that, with respect to such persons who are brought to Mexico by the Administration to carry out work relating to some project of the Centro, the Government reserves the right to grant only temporary entry of their automobiles, which will be extended for the entire time they are in the country in the performance of their duties.

"4. *Reports*

Upon completion of any program of activities of the Centro which has been carried out with the assistance of the Administration, a final report should be submitted, prepared and signed by the Chairman of the Board of the Centro which will contain a record of the work done, the objectives pursued, the expenditures made, the technical problems solved, and any other basic data related to the project.

The report referred to will be submitted for their approval to the Ministries of Foreign Relations and of Industry and

Commerce as well as to the Director of the Mission of the Administration. In like manner, the Chairman of the Board of the Centro shall submit reports to the authorities aforementioned, at such intervals as specificially provided for in each project, though not less than once a year.

"5. *Duration and Termination*

This Agreement shall remain in force until ninety days after either Government shall have given written notice to the other of its intention to terminate it. It is understood that the contributions of the two Governments devoted to the implementation of specific projects of the Centro, shall be subject to the availability of the funds necessary for such purposes. The Government of the United Mexican States will consider the present note and the reply of the Embassy concurring therein, as constituting an agreement between our two Governments for rendering technical assistance in the field of productivity, which shall enter into force on the date on which the reply from the Government of the United States is received.[1] The Ministry of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration."

The Embassy of the United States of America informs the Ministry of Foreign Relations that the above proposal of the Government of the United Mexican States is acceptable to the Government of the United States of America and that the note No. 120953 of February 21, 1961, and this reply constitute an agreement between the two Governments.

EMBASSY OF THE UNITED STATES OF AMERICA,
Mexico City, November 15, 1961.

[1] Nov. 15, 1961.

PORTUGAL

Defense: Extension of Loan of Vessels

Agreement amending the agreement of November 7, 1956.
Effected by exchange of notes
Signed at Lisbon March 8 and July 27, 1962;
Entered into force July 27, 1962.

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Lisbon, March 8, 1962

EXCELLENCY:

I have the honor to refer to the agreement between our two governments effected by an exchange of notes signed at Lisbon on November 7, 1956, [1] and to your government's request that the loans of two naval vessels under that agreement be extended. I now have the honor to propose that paragraph number 3 of said agreement be amended so as to provide as follows:

> "The loan of each destroyer escort shall be for a period of not to exceed ten years from the date of its delivery to the Government of Portugal. The Government of the United States may, however, request the return of the destroyer escorts at an earlier date if such action is necessitated by its own defense requirements. In this event the loan shall terminate as of such earlier date."

I further have the honor to propose that, if this amendment is acceptable to your government, this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your reply.

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[1] TIAS 3681; 7 UST 3051.

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

C. BURKE ELBRICK

His Excellency
Dr. ALBERTO FRANCO NOGUEIRA,
Minister of Foreign Affairs,
Lisbon.

The Portuguese Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

PA/1037 LISBOA, *27 de Julho de 1962*

SENHOR EMBAIXADOR,

Tenho a honra de acusar a recepção da Nota de Vossa Excelência de 8 de Março do corrente ano em que se propunha uma nova redacção para o número Três do Acordo por troca de Notas assinado em Lisboa em 7 de Novembro de 1956, respeitante ao empréstimo feito ao Governo português pelo Governo dos Estados Unidos da América dos dois "destroyers escorts" que passaram a navegar, sob pavilhão português, com os nomes de "Diogo Cão" e "Corte Real".

A nova redacção proposta na referida Nota é do seguinte teor:

> "O empréstimo de cada "destroyer escort" será por um período que não exceda dez anos a partir da data da sua entrega ao Governo de Portugal. O Governo dos Estados Unidos pode, no entanto, solicitar o regresso dos "destroyers escorts" numa data anterior se tal acção for exigida pelas suas próprias necessidades de defesa. Nessa eventualidade o empréstimo terminará nesta data anterior".

Em resposta, tenho a honra de comunicar a Vossa Excelência que o Governo português aceita a nova redacção dada ao parágrafo do acordo acima transcrito.

Nestas circunstâncias, e de harmonia com a proposta apresentada por Vossa Excelência, o Governo português considera que a presente Nota e a Nota de Vossa Excelência constituem um Acordo entre os nossos dois Governos que entra em vigor nesta data.

Aproveito a oportunidade para reiterar a Vossa Excelência, Senhor Embaixador, os protestos da minha mais alta consideração.

A FRANCO NOGUEIRA

A Sua Excelência
o Senhor CHARLES BURKE ELBRICK
Embaixador dos Estados Unidos da América
etc., etc., etc..

Translation

MINISTRY OF FOREIGN AFFAIRS

PA/1037 LISBON, *July 27, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note dated March 8 of this year, in which you propose the amendment of paragraph number 3 of the Agreement by an exchange of notes signed in Lisbon on November 7, 1956, respecting the loan to the Portuguese Government by the Government of the United States of America of two "destroyers escorts," which thereafter sailed under the Portuguese flag and the names of *Diogo Cão* and *Corte Real.*

The amendment proposed in the aforesaid note is of the following tenor:

> "The loan of each destroyer escort shall be for a period of not to exceed ten years from the date of its delivery to the Government of Portugal. The Government of the United States may, however, request the return of the destroyer escorts at an earlier date if such action is necessitated by its own defense requirements. In this event the loan shall terminate as of such earlier date."

In reply, I have the honor to inform Your Excellency that the Portuguese Government accepts the amendment made in the paragraph of the Agreement transcribed above.

Under these circumstances and in accordance with the proposal made by Your Excellency, the Portuguese Government considers that this note and Your Excellency's note constitute an agreement between our two Governments, which shall enter into force on this date.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

A FRANCO NOGUEIRA

His Excellency
CHARLES BURKE ELBRICK,
Ambassador of the
United States of America,
Lisbon, Portugal.

HONDURAS

Peace Corps Program

Agreement effected by exchange of notes
Signed at Tegucigalpa July 16 and 20, 1962;
Entered into force July 20, 1962.

The American Ambassador to the Honduran Minister of Foreign Affairs

No. 9 TEGUCIGALPA, D.C., *July 16, 1962*

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 Republic of Honduras.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Honduras and approved by the Government of the United States to perform mutually agreed tasks in the Republic of Honduras. The Volunteers will work under the immediate supervision of governmental or private organizations in the Republic of Honduras 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 Republic of Honduras 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 Republic of Honduras; 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 Republic of Honduras will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Republic of Honduras, from all customs duties or other charges on their personal property introduced into the Republic of Honduras 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 are needed to enable the Volunteers to perform their tasks effectively. The Government of the Republic of Honduras will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the Republic of Honduras 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 the Republic of Honduras will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Republic of Honduras. The Government of the Republic of Honduras will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Republic of Honduras, 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 the Republic of Honduras 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 the Republic of Honduras for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Republic of Honduras will accord personnel of 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 the Republic of Honduras for their own use as is accorded Volunteers hereunder.

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

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 the Republic of Honduras as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

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

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

CHARLES R. BURROWS

His Excellency
Lic. ANDRÉS ALVARADO PUERTO,
Minister of Foreign Affairs,
Tegucigalpa, D.C.

The Honduran Minister of Foreign Affairs to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA
No. 932.- A.VM.

TEGUCIGALPA, D.C., *20 de julio de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para referirme a su atenta Nota No. 9 de fecha 16 del corriente, relacionada con las recientes conversaciones entre Representantes de nuestros dos Gobiernos, y en la cual se sirve proponer los entendimientos con respecto a los hombres y mujeres de los Estados Unidos de Norte América que voluntarios sirven en el Cuerpo de Paz y que, a solicitud de mi Gobierno vivirían y trabajarían periódicamente en la Republica de Honduras; cuyo texto en idioma inglés es el siguiente:

"EMBASSY OF THE UNITED STATES OF AMERICA No. 9. Tegucigalpa, D.C., July 16, 1962. 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 Republic of Honduras. I. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Honduras and approved by the Government of the United States to perform mutually agreed tasks in the Republic of Honduras. The Volunteers will work under the imme-

diate supervision of governmental or private organizations in the Republic of Honduras designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agred taks. 2. The Government of the Republic of Honduras 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 Republic of Honduras; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matterns concerning them. The Government of the Republic of Honduras will wxempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Republic of Honduras, from all customs duties or other charges on their personal property introduced into the Republic of Honduras 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 texes or other charges included in the prices of equipment, supplies and services. 3. The Government of the United States will privide 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. The Government of the Republic of Honduras will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the Republic of Honduras 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 the Republic of Honduras will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Republic of Honduras. The Government of the Republic of Honduras will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Republic of Honduras, 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 the Republic of Honduras 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 the Republic of Honduras for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Republic of Honduras will accord personnel of 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 the Republic of Honduras for their own use as is accorded Volunteers hereunder. 5. The Government of the Republic of Honduras will wxempt from investment and deposit requirements and currency controls all funds introduced into the Republic of Honduras for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Republic of Honduras at the highest rate which is not unlawful in the Republic of Honduras. 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 the Republic of Honduras as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government. I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it. Accept, Excellency, the renewed assurance of my highest consideration. f) Charles R. Burrows, His Excellency Lic. Andrés Alvarado Puerto, Minister of Foreign Affairs, Tegucigalpa, D.C.,"

En contestación a la referida Nota, me complace expresar a Vuestra Excelencia, que el Gobierno de Honduras está de acuerdo con los entendimientos propuestos por el Ilustrado Gobierno de los Estados Unidos de Norte América y de consiguiente acepta las estipulaciones en ellos contenidas.

Está conforme también el Gobierno de Honduras, en que la nota de Vuestra Excelencia, y la presente de contestación, conjuntamente constituyan un acuerdo entre nuestros dos Gobiernos, el cual entrará en vigor en la fecha de esta Nota y permanecerá en vigor hasta noventa días después de la fecha de la notificación escrita de los dos Gobiernos al otro de su intención de terminarlo.

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

ANDRES ALVARADO PUERTO

Andres Alvarado Puerto
[SEAL] *Ministro de Relaciones Exteriores.*

Excelentísimo Señor CHARLES R. BURROWS,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

DEPARTMENT OF FOREIGN AFFAIRS
OF THE
REPUBLIC OF HONDURAS

DIPLOMATIC SECTION
No. 932.– A.VM.

TEGUCIGALPA, D.C., *July 20, 1962*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 9, dated the 16th of this month, which concerns the recent conversations between representatives of our two Governments and in which you are good enough to propose 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 my Government, would live and work periodically in the Republic of Honduras, the text of which in the English language reads as follows:

[The Honduran note here quotes in English the United States note, *ante*, p. 1892.]

In reply to the aforesaid note, I am happy to inform Your Excellency that the Government of Honduras agrees to the understandings proposed by the Government of the United States of America and, consequently, accepts the stipulations contained therein.

The Government of Honduras also agrees that Your Excellency's note and this note in reply shall together constitute an agreement between our two Governments, which shall enter into force on the date of this note and shall remain in force until ninety days after the date of the written notification from either Government to the other of its intention to terminate it.

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

ANDRES ALVARADO PUERTO

Andrés Alvarado Puerto
[SEAL] *Minister of Foreign Affairs*

His Excellency
CHARLES R. BURROWS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

SWEDEN

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of January 18, 1956, as amended.
Signed at Washington July 20, 1962;
Entered into force September 6, 1962.

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SWEDEN CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Sweden;

Desiring to amend the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of Sweden signed January 18, 1956 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed August 3, 1956,[2] and as amended by the Agreement signed April 25, 1958; [3]

Agree as follows:

ARTICLE I

Paragraph A of Article II of the Agreement for Cooperation, as amended, is further amended by deleting the number "200" and substituting in lieu thereof the number "400".

ARTICLE II

Paragraph C of Article II of the Agreement for Cooperation, as amended, is further amended by placing the number (1) before the present paragraph and adding the following paragraph:

"(2) In addition to transfers for the purposes under Article III(A), as amended, and paragraphs A and C (1) of this Article, the Commission may transfer to the Government of Sweden under such terms and conditions as may be agreed by the Parties, and

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[1] TIAS 3477; 7 UST 39.
[2] TIAS 3775; 8 UST 292.
[3] TIAS 4035; 9 UST 569.

within the limit of the amounts authorized in Paragraph A of this Article, special nuclear material for performance in Sweden of conversion or fabrication services, or both, and subsequent transfer to a nation or group of nations with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls. It is understood that the net amount concept as described in Paragraph A of this Article is also applicable to such transfers for conversion or fabrication services."

ARTICLE III

Article VII of the Agreement for Cooperation, as amended, is amended as follows:

1. The phrase "or group of nations," is inserted directly after the word "nation" as said word first appears.
2. The period is deleted at the end of the paragraph and the phrase "or group of nations." is added directly thereafter.

ARTICLE IV

This Amendment shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as amended.

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

DONE at Washington, in duplicate, this twentieth day of July, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM C. BURDETT

GLENN T SEABORG

FOR THE GOVERNMENT OF SWEDEN:

AXEL LEWENHAUPT

[1] Sept. 6, 1962.

NORWAY

Mutual Defense Assistance: Administrative Expenditures

Agreement amending Annex C to the agreement of January 27, 1950.
Effective by exchange of notes
Dated at Oslo August 7 and 15, 1962;
Entered into force August 15, 1962.

The American Ambassador to the Norwegian Minister of Foreign Affairs

M-11

The Ambassador of the United States of America presents his compliments to his Excellency the Royal Norwegian Minister of Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950, [1] has the honor, upon instruction from his Government, to state for the information of the Minister that the minimum amount of Norwegian kroner necessary during the United States fiscal year 1963 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be 3,939,400.00 Norwegian kroner. It is understood that the balance of 6,468.40 kroner remaining as of the close of business June 30, 1962, will operate to reduce the total amount required for deposit during the fiscal year 1963.

The Ambassador proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,939,400.00 Norwegian kroner for its use on behalf of the Govern-

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[1] TIAS 2016; 1 UST 108.

ment of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1963."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Minister's reply together shall constitute an amendment to Annex C of the Mutual Defense Agreement between the United States of America and Norway, signed at Washington, D.C. on January 27, 1950.

C R WHARTON

EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo, August 7, 1962.

The Norwegian Acting Minister of Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

The acting Minister of Foreign Affairs presents his compliments to His Excellency the Ambassador of the United States of America and has the honour to acknowledge receipt of the Ambassador's Note of August 7, 1962, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

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

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,939,400.00 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, 1963."

It is understood that the balance of 6,468.40 kroner remaining as of the close of business June 30, 1962, will operate to reduce the total amount required for deposit during the fiscal year 1963.

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, 1963 is concerned, be subject to confirmation by our authorities.

The Minister agrees that the Ambassador's Note of August 7, 1962, 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, *15th August 1962.*

R T B

[SEAL]

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

ECUADOR

Peace Corps Program

Agreement effected by exchange of notes
Signed at Quito August 3, 1962;
Entered into force August 3, 1962.

The American Ambassador to the Ecuadorean Minister of Foreign Affairs

No. 61 QUITO, *August 3, 1962.*

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 Ecuador.

1.– The Government of the United States of America will furnish such numbers of Peace Corps Volunteers as may be requested by the Government of Ecuador and approved in each case by both Governments to perform mutually agreed tasks in Ecuador. The Volunteers will work under the immediate supervision of governmental or private organizations in Ecuador designated by the two Governments. The Government of the United States of America will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2.– The Government of Ecuador will give treatment to the Volunteers and their property no less favorable than that generally given to citizens of the United States of America residing in Ecuador; will provide them aid and proper protection and will inform, consult, and cooperate with representatives of the Government of the United States of America, with respect to all matters concerning the Volunteers. The Government of Ecuador will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Ecuador, from all customs duties or other charges on their personal property introduced into Ecuador 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 of America will provide the Volunteers with such limited amount of equipment and supplies that the two Governments deem necessary for the effective performance of their duties. The Government of Ecuador will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Ecuador by the Government of the United States of America, or any contractor authorized and financed by it, for use hereunder.

4.– To enable the Government of the United States of America to discharge the responsibilities undertaken pursuant to this Agreement, the Government of Ecuador will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States of America private organizations performing functions hereunder as are acceptable to the Government of Ecuador. The Government of Ecuador will exempt such persons from all taxes on income derived from their Peace Corps work and on income from sources outside Ecuador, 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 Ecuador 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 Ecuador for their own use as is accorded to diplomatic personnel of comparable rank or grade of the Embassy of the United States of America. The Government of Ecuador will accord personnel of United States of America private organizations performing functions hereunder the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Ecuador for their own use as is accorded Volunteers hereunder.

5.– The Government of Ecuador will exempt from investment and deposit requirements and currency controls all funds introduced into Ecuador for use hereunder by the Government of the United States of America or contractors authorized and financed by it. Unless otherwise agreed, such funds shall be convertible into currency of Ecuador at the rate producing the largest number of units of such currency per U.S. dollar which, at the time conversion is made, is not unlawful in Ecuador.

6.– Authorized representatives of the two Governments may make from time to time such arrangements 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 undertakings are acceptable to your Government, upon receipt of Your Excellency's answer indicating agreement, the Government of the United States of America will consider that this note and its answer constitute an Agreement between the two Governments, that will enter into force

on the date of Your Excellency's note and will remain in force until ninety days after the date of written notification from either Government to the other, stating the intention of ending this Agreement.

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

MAURICE M. BERNBAUM

His Excellency
BENJAMÍN PERALTA PAEZ,
Minister of Foreign Affairs,
Quito.

The Ecuadorean Minister of Foreign Affairs to the American Ambassador

REPUBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

N° 104 DAO-T. QUITO, *a 3 de agosto de 1962.*

SEÑOR EMBAJADOR:

Tengo a honra expresar a Vuestra Excelencia que obra en poder del Ministerio a mi cargo la nota de esa Embajada número 61, de fecha 3 del mes en curso, concerniente a las conversaciones últimamente celebradas por Representantes de nuestros dos Gobiernos en torno a la propuesta efectuada por el Gobierno de los Estados Unidos de América para el arribo de un grupo de voluntarios del "Cuerpo de Paz", que prestaría sus servicios en programas de carácter socioeconómico en el Ecuador, y cuyo tenor dice así:

"N° 61, Quito, a 3 de agosto de 1962.– Excelencia: Tengo a honra referirme a las recientes conversaciones mantenidas entre los representantes de nuestros dos Gobiernos y proponer el siguiente Acuerdo con respecto al personal –masculino y femenino– de los Estados Unidos de América que voluntariamente servirá en el Cuerpo de Paz y que, atendiendo al pedido de su Gobierno, vivirá y trabajará por períodos de tiempo en el Ecuador.

1.– El Gobierno de los Estados Unidos de América proporcionará el número de Voluntarios del Cuerpo de Paz que el Gobierno del Ecuador solicitare, y que sean debidamente aprobados en cada caso por ambos Gobiernos, para desempeñar las funciones mutuamente acordadas en el Ecuador. Los Voluntarios trabajarán bajo la inmediata supervigilancia de organizaciones ya sea gubernamentales o de carácter privado que hubieran sido designadas por los dos Gobiernos. El Gobierno de los Estados Unidos de América dará el entrenamiento que capacite a los Voluntarios para el desempeño más eficiente de las funciones que deban cumplir.

2.– El Gobierno del Ecuador concederá a los Voluntarios y a sus pertenencias un trato no menos favorable que el que generalmente concede a los ciudadanos de los Estados Unidos de América residentes en el Ecuador; les proporcionará asistencia y debida protección, e informará, consultará y cooperará con los representantes del Gobierno de los Estados Unidos de América con respecto a todo asunto concerniente a los Voluntarios. El Gobierno del Ecuador exonerará a los Voluntarios de todos los impuestos sobre pagos que recibirán para sufragar sus gastos de subsistencia y sobre el ingreso que puedan tener proveniente del exterior, de todos los impuestos de aduana u otros gravámenes sobre sus efectos personales introducidos al Ecuador a su llegada o en fecha cercana a la misma, y en general de todo impuesto o derecho, incluyendo los de inmigración, excepto derechos de licencias e impuestos y otros gravámenes incluídos en los precios de equipos, servicios y suministros.

3.– El Gobierno de los Estados Unidos de América proveerá a los Voluntarios de una cantidad limitada de equipos y suministros que los dos Gobiernos consideren necesaria para el desempeño efectivo de sus funciones. El Gobierno del Ecuador exonerará de todos los impuestos, derechos aduaneros y otros gravámenes, a todo el equipo y suministros introducidos al país o adquiridos en el Ecuador por el Gobierno de los Estados Unidos de América, o cualquier contratista autorizado y financiado por éste, para usarse según los términos de este Acuerdo.

4.– A fin de que el Gobierno de los Estados Unidos de América esté en capacidad de cumplir las responsabilidades asumidas mediante este Acuerdo, el Gobierno del Ecuador recibirá a un representante del Cuerpo de Paz, a sus auxiliares, así como también al personal de las organizaciones privadas de los Estados Unidos de América que estén desempeñando funciones conforme a este Acuerdo, en cuanto sean aceptables por el Gobierno del Ecuador.

El Gobierno del Ecuador exonerará a dichas personas de todos los impuestos a la renta derivada de su trabajo para el Cuerpo de Paz y sobre el ingreso que puedan tener proveniente del exterior, y de todos los demás impuestos y gravámenes, inclusive los de inmigración, con excepción de derechos de licencias e impuestos y otros gravámenes incluídos en los precios de equipo, servicios y suministros. El Gobierno del Ecuador concederá al representante y a sus auxiliares el mismo trato con respecto al pago de derechos aduaneros u otros gravámenes, sobre sus efectos personales introducidos al Ecuador para su uso, a que es acreedor el personal diplomático de igual rango y grado de la Embajada de los Estados Unidos de América.

5.– El Gobierno del Ecuador exonerará de los requisitos de depósitos e inversiones y controles de cambios a los fondos introducidos al Ecuador para su uso de conformidad con este Acuerdo, por parte del Gobierno de los Estados Unidos de América o cualquier contratista autorizado y financiado por éste. A menos que se acuerde de otra manera, dichos fondos serán convertidos en moneda del Ecuador al

tipo de cambio que produzca el mayor número de unidades de dicha moneda por cada dólar de los Estados Unidos de América y que, en el momento en que se haga la conversión no sea ilegal en el Ecuador. El Gobierno del Ecuador concederá al personal de las organizaciones privadas de los Estados Unidos de América que estén desempeñando funciones conforme a este Acuerdo, el mismo trato con respecto al pago de derechos aduaneros u otros gravámenes sobre sus efectos personales introducidos al Ecuador para su uso, que el que se concede a los Voluntarios conforme a este Acuerdo.

6.– Los representantes autorizados de los dos Gobiernos podrán realizar, cada cierto tiempo, los arreglos que se consideren necesarios o convenientes con el fin de llevar a la práctica este Acuerdo. Los compromisos de cada Gobierno en virtud de este Acuerdo están sujetos a la disponibilidad de fondos y a la aplicabilidad de las leyes del respectivo Gobierno.

Además tengo el honor de proponer que, si los términos de esta nota son aceptables para Vuestro Gobierno, al recibir la de respuesta de Vuestra Excelencia indicando su conformidad, el Gobierno de los Estados Unidos de América considerará que esta nota y su respuesta constituyen un Acuerdo entre los dos Gobiernos que entrará en vigor en la fecha de la nota de Vuestra Excelencia y permanecerá en vigencia hasta noventa días después de la fecha de notificación escrita de uno de los dos Gobiernos al otro manifestando la intención de terminar este Acuerdo.

Acepte, Excelencia, las reiteradas seguridades de mi más alta consideración."

En respuesta, tengo a honra manifestar a Vuestra Excelencia que mi Gobierno, seguro de que esta negociación habrá de contribuir aún más a la cooperación entre ambos países, concuerda con los términos de la comunicación transcrita, y que, en consecuencia, conviene en que el presente Canje de Notas sea considerado como constitutivo de un Acuerdo sobre la materia entre el Ecuador y los Estados Unidos de América.

Hago propicia la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi consideración más alta y distinguida.

BENJAMIN PERALTA PAEZ

Dr. Benjamín Peralta Páez,
Ministro de Relaciones Exteriores.

Al Excelentísimo Señor Don MAURICE MARSHALL BERNBAUM,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.–

Translation

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS

No. 104 DAO-T. QUITO, *August 3, 1962*

MR. AMBASSADOR:

I have the honor to inform Your Excellency that the Ministry in my charge has received your Embassy's note No. 61, dated the 3d of this month, concerning the conversations held recently by representatives of our two Governments regarding the proposal made by the Government of the United States of America with respect to the arrival of a group of Peace Corps Volunteers who would render service under programs of a social and economic character in Ecuador. That note reads as follows:

[For the English language text of the note, see *ante*, p. 1903.]

In reply, I have the honor to inform Your Excellency that my Government, being certain that these arrangements will contribute still further to cooperation between the two countries, accepts the terms of the communication transcribed above, and, consequently, it agrees that this exchange of notes shall be considered as constituting an Agreement between Ecuador and the United States of America on the matter.

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

BENJAMIN PERALTA PAEZ

Dr. Benjamin Peralta Paez
Minister of Foreign Affairs

His Excellency
MAURICE MARSHALL BERNBAUM,
Ambassador Extraordinary and Plenipotentiary of the United States of America.

NEPAL

Peace Corps Program

Agreement effected by exchange of notes
Signed at Kathmandu August 24, 1962;
Entered into force August 24, 1962.

The American Ambassador to the Nepalese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Kathmandu, August 24, 1962

No. 34

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 Nepal.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by His Majesty's Government of Nepal and approved by the Government of the United States to perform mutually agreed tasks in Nepal. The Volunteers will work under the immediate supervision of governmental or private organizations in Nepal 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. His Majesty's Government of Nepal 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 Nepal; and fully inform and consult with representatives of the Government of the United States with respect to all matters concerning them. His Majesty's Government of Nepal will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Nepal, from all customs duties or other charges on their personal property introduced into Nepal for their own use at or about the time of their arrival, and from all other taxes or charges (including immigration fees) except license fees and

taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree are needed to enable the Volunteers to perform their tasks effectively. His Majesty's Government of Nepal will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Nepal by the Government of the United States for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, His Majesty's Government of Nepal 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 Nepal. His Majesty's Government of Nepal will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Nepal, 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. His Majesty's Government of Nepal 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 Nepal for their own use as is accorded personnel of comparable rank or grade of the United States Aid Mission (USAID).

5. United States Government funds introduced into Nepal for Peace Corps programs will receive the same treatment as funds of the Embassy of the United States of America for purposes of investment/deposit requirements, currency controls and exchange rates.

6. Duty is liable to be paid in respect of any articles imported into Nepal hereunder without payment of duty and disposed of either by sale or by gift within five years of importation. Articles distributed or used up in the course of activities pursuant to this agreement are not considered to be disposed of by gift or by sale for the purpose of this paragraph. Articles transferred by sale, gift or otherwise to other agencies of the United States Government, to Volunteers, or to other persons entitled to customs free importation of such articles shall not be liable to duty under this paragraph. Any duty imposed under this paragraph shall be based on the value of the article at the time of the sale or gift.

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 Nepal as appear necessary or desirable for the purpose of implementing this agreement. They also may from time to time make a joint review of the progress of the Peace Corps program. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

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

HENRY E. STEBBINS
Henry E. Stebbins

His Excellency
RISHIKESH SHAHA,
Minister for Foreign Affairs,
Kathmandu.

The Nepalese Minister for Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

KATHMANDU,
NEPAL.
August 24 1962

EXCELLENCY:

I have the honour to refer to recent conversations between representatives of our two Governments and to confirm that the following understanding with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps have been shared by His Majesty's Government of Nepal.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by His Majesty's Government of Nepal and approved by the Government of the United States to perform mutually agreed tasks in Nepal. The Volunteers will work under the immediate supervision of governmental or private organizations in Nepal 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. His Majesty's Government of Nepal 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 Nepal; and fully inform and consult with representatives of the Government of the United States with respect to all matters concerning them. His Majesty's Government of Nepal will exempt the Volunteers from all

taxes on payments which they receive to defray their living costs and on income from sources outside Nepal, from all customs duties or other charges on their personal property introduced into Nepal for their own use at or about the time of their arrival, and from all other taxes or charges (including immigration fees) except license fees and taxes or other charges included in the price of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree are needed to enable the Volunteers to perform their tasks effectively. His Majesty's Government of Nepal will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Nepal by the Government of the United States for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, His Majesty's Government of Nepal 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 Nepal. His Majesty's Government of Nepal will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Nepal, 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. His Majesty's Government of Nepal 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 Nepal for their own use as is accorded personnel of comparable rank or grade of the United States Aid Mission (USAID).

5. United States Government funds introduced into Nepal for Peace Corps programs will receive the same treatment as funds of the Embassy of the United States of America for purposes of investment deposit requirements, currency controls and exchange rates.

6. Duty is liable to be paid in respect of any articles imported into Nepal hereunder without payment of duty and disposed of either by sale or by gift within five years of importation. Articles distributed or used up in the course of activities pursuant to this agreement are not considered to be disposed of by gift or by sale for the purpose of this paragraph. Articles transferred by sale, gift or otherwise to other agencies of the United States Government, to Volunteers, or to other persons entitled to customs free importation of such articles shall not be liable to duty under this paragraph. Any duty imposed under this paragraph shall be based on the value of the article at the time of the sale or gift.

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 Nepal as appear necessary

or desirable for the purpose of implementing this agreement. They also may from time to time make a joint review of the progress of the Peace Corps program. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

This note in exchange yours shall constitute an agreement between our two Governments which shall enter into force from this date and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

Yours sincerely,

RISHIKESH SHAHA
Rishikesh Shaha

His Excellency
Mr. HENRY E. STEBBINS,
Ambassador Extraordinary and Plenipotentiary
at the Court of Nepal,
Embassy of the United States of America
in Nepal,
Kathmandu.

ICELAND

Agricultural Commodities

Agreement amending the agreement of May 3, 1958, as supplemented and amended.
Effected by exchange of notes
Signed at Reykjavik August 20, 1962;
Entered into force August 20, 1962.

The American Ambassador to the Icelandic Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Reykjavik, August 20, 1962

No. 6

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of May 3, 1958, [1] between our two Governments, as supplemented and amended, [2] and to propose that that Agreement be further amended as follows:

1. Delete subparagraph 1(B) in Article II of the May 3, 1958 Agreement as amended.
2. Delete subparagraphs 2(B) and 2(C) of Supplemental Agreement of June 25 and 26, 1958.
3. In subparagraph 1(C) in Article II of the May 3, 1958 Agreement, substitute $2,265,000 for $1,665,000.
4. Redesignate subparagraph 1(C) in Article II of the May 3, 1958 Agreement to read 1(B).

I have the honor to propose that, if these amendments are acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments on this matter, to enter into force upon the date of Your Excellency's note in reply.

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[1] TIAS 4027; 9 UST 515.
[2] TIAS 4065, 4870; 9 UST 974; 12 UST 1447.

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

J K PENFIELD

His Excellency
GUDMUNDUR I. GUDMUNDSSON,
Minister of Foreign Affairs,
Reykjavik.

The Icelandic Minister of Foreign Affairs to the American Ambassador

UTANRÍKISRÁÐUNEYTIÐ [1]
No. 29. *Reykjavík, August 20, 1962.*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note, dated August 20, 1962, reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of May 3, 1958, between our two Governments, as supplemented and amended, and to propose that that Agreement be further amended as follows:

1. Delete subparagraph 1(B) in Article II of the May 3, 1958 Agreement as amended.
2. Delete subparagraphs 2(B) and 2(C) of Supplemental Agreement of June 25 and 26, 1958.
3. In subparagraph 1(C) in Article II of the May 3, 1958 Agreement, substitute $2,265,000 for $1,665.000.
4. Redesignate subparagraph 1(C) in Article II of the May 3, 1958 Agreement to read 1(B).

I have the honor to propose that, if these amendments are acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments on this matter, to enter into force upon the date of Your Excellency's note in reply".

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[1] Ministry for Foreign Affairs.

In reply I have the honor to inform Your Excellency that the above proposals are acceptable to the Icelandic Government.

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

GUDM. I GUDMUNDSSON

His Excellency
JAMES K. PENFIELD,
Ambassador Extraordinary and Plenipotentiary,
Embassy of the United States of America,
Reykjavík.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Use of Wideawake Airfield in Ascension Island by United Kingdom Military Aircraft

Agreement effected by exchange of notes
Signed at Washington August 29, 1962;
Entered into force August 29, 1962.

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

BRITISH EMBASSY,
WASHINGTON, D.C.
August 29, 1962

No. 326

SIR,

I have the honour to refer to the technical discussions which have recently taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the use of the Airfield at Wideawake in Ascension Island by aircraft of the Royal Air Force. In these discussions agreement was reached in principle upon the following provisions:–

(a) Notwithstanding the provisions of Article IV (2) of the Agreement of the 25th of June, 1956,[1] concerning the Extension of the Bahamas Long Range Proving Ground by the Establishment of Additional Sites in Ascension Island:

(i) the Government of the United Kingdom shall have the right to land United Kingdom military aircraft at Wideawake Airfield upon receipt by the United States Commanding Officer at the Airfield of at least 24 hours advance notification of the arrival of any single aircraft and at least 72 hours advance notification of the arrival of groups of two or more aircraft.

(ii) in the event that additional logistic, administrative or operating facilities at the Airfield are considered by the Government of the United Kingdom to be necessary in

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[1] TIAS 3603; 7 UST 2002.

connexion with its use by United Kingdom military aircraft, the Government of the United States shall permit the Government of the United Kingdom to establish, maintain and use such facilities in accordance with arrangements to be agreed between the United Kingdom and United States authorities.

(b) Arrangements shall be made between the United Kingdom and United States authorities to ensure that the operation of the Long Range Proving Ground and the use of Wideawake Airfield by United Kingdom military aircraft are carried out in such a way as to avoid interference with one another.

(c) The Government of the United Kingdom shall reimburse the Government of the United States for any readily identifiable additional cost to the latter arising out of the use of Wideawake Airfield by United Kingdom military aircraft, including costs related to claims arising out of or incident to such use, subject to the terms of the Exchange of Notes of the 23rd of October 1946/ 23rd of January 1947[1] between the two Governments for Mutual Forbearance concerning Claims against Members and Civilian Employees of their respective Armed Forces.

I now have the honour to confirm that the above provisions are acceptable to the Government of the United Kingdom and to propose that, if they are likewise acceptable to the Government of the United States, the present Note and your reply to that effect should be regarded as constituting an Agreement between the two Governments in this matter, which shall enter into force on this day's date and shall continue in force for the duration of the Agreement of the 25th of June, 1956, referred to above.

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

HOOD

The Honourable
DEAN RUSK,
Secretary of State of the United States of America,
Washington, D.C.

[1] TIAS 1622; 61 Stat. (pt. 3) 2876.

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

DEPARTMENT OF STATE
WASHINGTON
Aug 29 1962

SIR:

I have received your note dated August 29, 1962, which reads as follows:

"Sir,

"I have the honour to refer to the technical discussions which have recently taken place between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the use of the airfield at Wideawake in Ascension Island by aircraft of the Royal Air Force. In these discussions agreement was reached in principle upon the following provisions:

"(a) Notwithstanding the provisions of Article IV (2) of the Agreement of the 25th of June 1956 concerning the Extension of the Bahamas Long Range Proving Ground by the establishment of Additional Sites in Ascension Island:

"(i) the Government of the United Kingdom shall have the right to land United Kingdom military aircraft at Wideawake Airfield upon receipt by the United States Commanding Officer at the Airfield of at least 24 hours advance notification of the arrival of any single aircraft and at least 72 hours advance notification of the arrival of groups of two or more aircraft; and

"(ii) in the event that additional logistic, administrative or operating facilities at the Airfield are considered by the Government of the United Kingdom to be necessary in connexion with its use by United Kingdom military aircraft, the Government of the United States shall permit the Government of the United Kingdom to establish, maintain and use such facilities in accordance with arrangements to be agreed between the United Kingdom and United States authorities.

"(b) Arrangements shall be made between the United Kingdom and United States authorities to ensure that the operation of the Long Range Proving Ground and the use of Wideawake Airfield by United Kingdom military aircraft are carried out in such a way as to avoid interference with one another.

"(c) The Government of the United Kingdom shall reimburse the Government of the United States for any readily identifiable additional cost to the latter arising out of the use of Wideawake Airfield by United Kingdom military aircraft, including costs related to claims arising out of or incident to such use subject to the terms of the Exchange of Notes of the 23rd of October, 1946/23rd of January, 1947, between the two Governments for Mutual Forebearance concerning Claims against Members and Civilian Employees of their respective Armed Forces.

"I now have the honour to confirm that the above provisions are acceptable to the Government of the United Kingdom and to propose that if they are likewise acceptable to the Government of the United States the present note and your reply to that effect should be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on this day's date and shall continue in force for the duration of the agreement of the 25th of June 1956 referred to above."

In reply, I wish to inform you that the above provisions are acceptable to the Government of the United States of America, which agrees that your note and this reply shall be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on this day's date and shall continue in force for the duration of the agreement of June 25, 1956 referred to above.

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

For the Secretary of State:

WM. C. BURDETT

The Right Honorable
THE VISCOUNT HOOD, K.C. M.G.,
British Chargé d'Affaires ad interim.

UNITED ARAB REPUBLIC

Agricultural Commodities

Agreement amending the agreement of February 10, 1962, as amended.
Effected by exchange of notes
Signed at Cairo September 1, 1962;
Entered into force September 1, 1962.

The American Ambassador to the Minister of Economy of the United Arab Republic

EMBASSY OF THE
UNITED STATES OF AMERICA
Cairo, September 1, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of February 10, 1962, as amended, [1] between the Government of the United States of America and the Government of the United Arab Republic.

The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes further to amend Article I of the Agreement by adding the commodity "Tobacco" in the value of $6.5 million, by increasing the amount for ocean transportation to $7.3 million and by increasing the total value of the Agreement to $81.0 million.

It is also proposed to amend the notes relating to the usual marketings exchanged February 10, 1962, by adding the following sentence after paragraph (1):

"The Government of the United Arab Republic further agrees that, in addition to the tobacco provided under this Agreement, as amended, the United Arab Republic will procure and import between July 1, 1962 and June 30, 1963 from the United States of America and countries friendly to it, not less than 5,500 metric tons of tobacco, including not less than 1,500 metric tons from the United States of America."

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[1] TIAS 4947, 4991, 5070; *ante*, pp. 121, 369, 1244.

If the foregoing is acceptable to your Government, it is proposed that this note together with your affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

JOHN S. BADEAU

His Excellency
ABDEL MONEIM EL-KAISSOUNI,
Minister of Economy
of the United Arab Republic,
Cairo.

The Minister of Economy of the United Arab Republic to the American Ambassador

UNITED ARAB REPUBLIC
MINISTRY OF ECONOMY

OFFICE OF THE MINISTER

SEPTEMBER 1, 1962

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of September 1, 1962 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement of February 10, 1962, as amended, between the Government of the United States of America and the Government of the United Arab Republic.

"The Government of the United States of America, in response to a request from the Government of the United Arab Republic, proposes further to amend Article I of the Agreement by adding the commodity 'Tobacco' in the value of $6.5 million, by increasing the amount for ocean transportation to $7.3 million, and by increasing the total value of the Agreement to $81.0 million.

"It is also proposed to amend the notes relating to the usual marketings exchanged February 10, 1962, by adding the following sentence after paragraph (1):

'The Government of the United Arab Republic further agrees that, in addition to the tobacco provided under this Agreement, as amended, the United Arab Republic will procure and import between July 1, 1962 and June 30, 1963 from the United States of America and countries friendly to it, not less than 5,500 metric tons of tobacco, including not less than 1,500 metric tons from the United States of America.'

"If the foregoing is acceptable to your Government, it is proposed that this note together with your affirmative reply shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers Your Excellency's note and the present reply shall constitute 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 KAISSOUNI

His Excellency
JOHN S. BADEAU,
Ambassador of the
United States of America,
Cairo.

CHINA

Defense: Extension of Loan of Vessels

Agreement effected by exchange of notes
Signed at Taipei August 15, 1962;
Entered into force August 15, 1962.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 1 TAIPEI, *August 15, 1962.*

EXCELLENCY:

I have the honor to refer to your Government's request for an extension of the period of the loans of six naval vessels. These vessels were loaned to your Government pursuant to the terms and conditions specified in the Agreement effected by an exchange of notes signed at Taipei on May 14, 1954,[1] in accordance with an amendatory Agreement effected by an exchange of notes signed at Taipei on May 16, 1957.[2] Subject to the other terms and conditions of the Agreement effected by an exchange of notes signed at Taipei on May 14, 1954, my Government is prepared to continue the loans of the following named vessels for an additional period of five years:

Ex-USS Dukes County	(LST 735)
Ex-USS Placerville	(PC 1087)
Ex-USS Hanford	(PC 1142)
Ex-USS Susanville	(PC 1149)
Ex-USS Escondido	(PC 1169)
Ex-USS Vandalia	(PC 1175)

I further have the honor to propose that, if the extension of the period of these loans on such terms and conditions is acceptable to your Government, this note and Your Excellency's note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply note.

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

ALAN G. KIRK

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Republic of China.

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[1] TIAS 2979; 5 UST 892.
[2] TIAS 3837; 8 UST 787.

本日起生效。

本部長順向

貴大使重表最高之敬意。

此致

美利堅合衆國駐中華民國大使柯爾克閣下

中華民國五十一年八月十五日於台北

本大使茲並建議：如

貴國政府同意此項借貸期限在上述各項條件下予以展延，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，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述建議並證實

貴大使來照與本部長之復照即構成 貴我兩國政府間之協定，並自

貴國政府。本國政府現擬依照一九五四年五月十四日換文成立之協定中其餘各項條件，將下列船艦繼續貸與爲期五年之期限。

原爲美國船艦都克斯康的號（戰車登陸艦七三五號）

原爲美國船艦柏來適威爾號（巡邏砲艦一〇八七號）

原爲美國船艦漢福德號（巡邏砲艦一一四二號）

原爲美國船艦蘇珊威爾號（巡邏砲艦一一四九號）

原爲美國船艦艾斯康的闖號（巡邏砲艦一一六九號）

原爲美國船艦范闖里亞號（巡邏砲艦一一七五號）

The Chinese Minister of Foreign Affairs to the American Ambassador

照會

外(51)美一

12247

逕復者：接准

貴大使本日第一號照會內開：

「關於

貴國政府要求延長六艘海軍船艦之借貸期限一事，查該批船艦

係根據一九五七年五月十六日在台北換文成立之修正協定，按

照一九五四年五月十四日在台北換文成立之協定中所列各項條

件貸與

Translation

No. Wai-(51)-Mei-1-12247 AUGUST 15, 1962

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's Note No. 1 of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 1924.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the foregoing proposal and to confirm that your Note and this reply shall constitute an Agreement between our two Governments, effective from today's date.

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

[SEAL] SHEN CHANG-HUAN

His Excellency
ALAN G. KIRK,
Ambassador of the United States of America,
Taipei.

CHINA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Taipei August 31, 1962;
Entered into force August 31, 1962.
With exchange of notes.

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

The Government of the United States of America and the Government of the Republic of China:

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

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to the Republic of China under long-term supply and credit arrangements, the resources and manpower of the Republic of China can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understanding which will govern the sales, as specified below, of commodities to the Republic of China pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of China of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the fiscal year ending June 30, 1963, or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Republic of China, of the following:

Commodity	Approximate Maximum Quantity (Metric tons)	Maximum Export Market Value to be Financed (Millions)
Soybeans	85,000	US$8.0
Ocean transportation (estimated)	—	.4
Total		US$8.4

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified total maximum export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

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

ARTICLE II

CREDIT PROVISIONS

1. The Government of the Republic of China will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in twenty approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on the thirty-first day of December following the calendar year in which such deliveries were made. Subsequent annual payments shall become due at intervals of one year thereafter provided that the final payment for commodities delivered in any calendar year shall become due 20 years from the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of three-quarters of one per centum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Republic of China shall deposit, or cause to be deposited, such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Republic of China will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the commodities purchased pursuant to the provisions of this Agreement; to prevent the export of these or similar commodities during the period that these commodities are being received and utilized; and to ensure that the purchase of these commodities does not result in increased availability of these or similar commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural

commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for agricultural commodities.

4. The Government of the Republic of China will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

CONSULTATION

The two Governments, upon request of either of them, will consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

ARTICLE V

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Taipei in the English and Chinese languages this thirty-first day of August, 1962, corresponding to the thirty-first day of the eighth month of the fifty-first year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Alan G. Kirk [1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

沈昌煥 [2]

[SEAL]

[1] Alan G. Kirk.

[2] Shen Chang-huan.

第五條　生效

本協定自簽字之日起生效。

本協定經雙方合法授權代表簽字，以昭信守。

本協定用英文及中文各繕二份。

公曆一九六二年八月三十一日即中華民國五十一年八月三十一日訂於台北

美利堅合衆國政府代表：

Alan F. Kirk

中華民國政府代表：

沈昌煥

(一)中華民國政府將採取一切可能措施，對根據本協定之規定所購買之農產品，防止其轉售或轉運他國，以及供國內消費以外之用途；防止在其收購及使用期間將之或將類似農產品輸往他國；並保證該項農產品之購買，不致造成此項產品或類似農產品對與美利堅合衆國不友好國家供應之增加。

(二)雙方政府將採取合理之預防措施，以保證根據本協定所爲之農產品出售或採購，不致排斥美利堅合衆國此項農產品之現金交易，或過份擾亂農產品之世界市價及美利堅合衆國之友邦間商業貿易之正常型態。

(三)在執行本協定之規定時，雙方政府將於可能之範圍內，設法提供足使民間貿易商得作有效經營之通商條件，並盡力發展及擴張農產品之持續需求。

(四)中華民國政府將於美利堅合衆國政府提出請求時，供給有關本計劃進度之資料，包括到達日期，產品狀況，及在本協定下所資助產品之外，仍須另行自美利堅合衆國或其友邦輸入本協定內所規定購買之產品，以及相同及類似產品輸出情形之資料。

第四條 磋商

雙方政府將徇對方之要求，就有關本協定之實施或有關根據本協定所作業務措施之任何事項舉行磋商。

之金額（因須使用美籍船舶而引起之運費超額除外）暨其利息，將由中華民國政府直接或間接以美元償付予美利堅合衆國政府。

(二)本協定項下每一日曆年度內交貨之產品，其應付之本金包括撥充該項產品海運費之費用，應分二十年均勻償付。任何一日曆年度內交貨之產品，其第一次年償付應於下一年度之十二月三十一日爲之。以次之各年償付應於每間隔一年之同日爲之，但每一日曆年度所運交產品，其末期償付應於該日曆年度最後交貨日起二十年爲之。任何年償付得於付款日期屆期前爲之。

(三)爲每一日曆年度內所交產品之本金未償部分應付予美利堅合衆國政府之利息，應按年息百分之零點七五計算，並應自各該日曆年度最後交貨日開始計息。各該未償部分之利息，應逐年不遲於每年本金償付期到期日繳付。

(四)所有支付應以美金爲之，除非雙方政府同意另一繳存機關，中華民國政府應直接或間接將各該支付款項繳存於美國國庫。

(五)雙方政府將各採取適當之步驟，俾便利雙方對每一日曆年度內運交產品之資助金額紀錄之協調。

(六)爲決定各日曆年度產品之最後交貨日期計，茲規定以承運公司簽署或簡簽之海運提單內之裝船日期爲交貨日期。

第三條 一般規定

品名	約計最大數量（公噸）	擬資助之最高出口售額（以百萬美元爲單位）
黃豆	八五、〇〇〇	八・〇
海運費（估計數）		〇・四
總計		八・四

除估計之海運費因須便用美籍船舶而呈不足時得以追加外，貸款購買授權書之總資助金額不得超過上列擬資助之最高出口售額。雙方政府了解，當價格跌落或爲其他交易因素所必須時，美利堅合衆國政府得限制貸款購買授權書之資助總金額，俾便實際資助之產品數量不致大量超過上列約計最大數量。

(二)貸款購買授權書應載明有關是項產品之出售及交貨情形，暨其他有關事項。

(三)倘任何一方政府決定，本協定項下農產品之資助，出售及交貨已因情況之變遷而無需或不願予以繼續時，該政府得終止是項農產品之資助，出售及交貨。

第二條 貸款規定

(一)美利堅合衆國政府所資助之本協定第一條內所列農產品及有關之海運費

美利堅合衆國政府與中華民國政府

鑒於利用美利堅合衆國境內所產之剩餘農產品，包括其製成品，以擴大兩國間農產品貿易，對於協助中華民國經濟發展至爲有利；

鑒於此項擴展貿易進行方式，應循不排斥美利堅合衆國對此項產品之現金交易，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；

復鑒於在長期貸款供應方式下以是項產品供予中華民國，足以使中華民國之資源與人力能更有效的用於經濟發展，同時並不危害其國內農產品之充足供應；

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」）第四章以農產品售與中華民國政府一事之下列了解，予以規定；

茲議定條款如下：

第一條　產品出售規定

㈠在輸出之際，如「該法案」項下農產品可以供應時，並如美利堅合衆國政府簽發貸款購買授權書而中華民國政府接受時，美利堅合衆國政府承諾於一九六三年六月三十日終止之會計年度內，或於經由美利堅合衆國政府核可之較長期間內，將資助下列農產品之售予經中華民國政府核定之購買人換取美金：

美利堅合衆國政府
中華民國政府
根據美國業經修正之農產貿易推進協助法案第四章成立之農產品協定

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 2 TAIPEI, *August 31, 1962.*

EXCELLENCY:

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

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of this Embassy and the Government of the Republic of China on two aspects of the Agreement as follows:

1. In expressing its concurrence that the commodities delivered pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, the Government of the Republic of China agrees that, during the year ending June 30, 1963, the Republic of China will import with its own resources from the United States of America at least 15,000 metric tons of soybeans in addition to the soybeans provided for in the Agreement.

2. The New Taiwan dollars resulting from the sale of commodities financed under the Agreement will be used by the Government of the Republic of China for economic and social development programs as may be generally agreed to by the two Governments.

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

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

ALAN G. KIRK

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

貴大使重申最高之敬意。

此致

美利堅合衆國駐中華民國大使柯爾克閣下

沈昌煥

中華民國五十一年八月十一日於台北

本國之資力自美利堅合衆國輸入爲量至少一五、〇〇〇公噸之黃豆。

二、中華民國政府將以出售本協定所資助之產品所獲得之新台幣用於兩國政府在大體上同意之經濟及社會發展計劃。

相應照請

貴部長惠予證實上述各節亦卽爲 貴國政府之了解爲荷。」

等由。

本部長玆代表中華民國政府證實，上述各節亦卽爲我國政府之了解。

本部長順向

The Chinese Minister of Foreign Affairs to the American Ambassador

照會

外(51)美一

13280

逕復者：接准

貴大使本日第二號照會內開

「關於 貴我兩國政府於本日簽訂之農產品協定，本大使茲證實美利堅合衆國政府對於大使館與中華民國政府之代表在會談中就本協定所達成之兩點協議之瞭解如下：

一、爲表示同意：依照本協定交付之產品不應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，並應不排斥美國對此項產品之現金交易等條款起見，中華民國政府將於截至一九六三年六月三十日止之一年中，在本協定所供給之黃豆以外，另以其

Translation

No. Wai-(51)-Mei-1-13280

TAIPEI, *August 31, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 2 of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 1940.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, that the foregoing also represents the understanding of my Government.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency

ALAN GOODRICH KIRK,

Ambassador of the United States of America,

Taipei, Taiwan, China.

JAPAN

Defense: Grant of United States Vessels

Agreement effected by exchange of notes
Signed at Tokyo August 28, 1962;
Entered into force August 28, 1962.

18	17
P F 55	P F 34
昭和二十八年十二月二十三日	昭和二十八年十一月三十日
協定附属書A‖12	協定附属書A‖11
(昭和三十八年十二月二十三日)	(昭和三十八年十一月三十日)

16	15	14	13	12	11	10	9	8	7	6
PF 7	PF 70	PF 21	PF 27	PF 22	PF 8	PF 50	PF 52	PF 37	PF 54	PF 25
昭和二十八年十一月三十日	昭和二十八年十月三十一日	昭和二十八年十月三十一日	昭和二十八年九月三十日	昭和二十八年九月三十日	昭和二十八年八月二十九日	昭和二十八年四月三十日	昭和二十八年三月三十日	昭和二十八年三月三十日	昭和二十八年二月十六日	昭和二十八年一月十四日
協定附属書A‖11	協定附属書A‖10	協定附属書A‖10	協定附属書A‖9	協定附属書A‖9	協定附属書A‖8	協定附属書A‖5	協定附属書A‖4	協定附属書A‖4	協定附属書A	協定附属書A
(昭和三十八年十一月三十日)	(昭和三十八年十月三十一日)	(昭和三十八年十月三十一日)	(昭和三十八年九月三十日)	(昭和三十八年九月三十日)	(昭和三十八年八月二十九日)	(昭和三十八年四月三十日)	(昭和三十八年三月三十日)	(昭和三十八年三月三十日)	(昭和三十八年二月十六日)	(昭和三十八年一月十四日)

附属書

昭和三十七年八月二十八日付けで、昭和二十七年十一月十二日の船舶貸借協定に基づきアメリカ合衆国政府に返還し、かつ、昭和二十九年三月八日の相互防衛援助協定に基づき日本国政府に供与されるべき船舶

項目番号	船種	当初借受年月日	船舶貸借協定における貸借の根拠	(昭和三十三年一月十三日の交換公文による返還予定年月日)
1	PF39	昭和二十八年一月十四日	協定附属書A	(昭和三十八年一月十四日)
2	PF53	昭和二十八年一月十四日	協定附属書A	(昭和三十八年一月十四日)
3	PF6	昭和二十八年一月十四日	協定附属書A	(昭和三十八年一月十四日)
4	PF26	昭和二十八年一月十四日	協定附属書A	(昭和三十八年一月十四日)
5	PF38	昭和二十八年一月十四日	協定附属書A	(昭和三十八年一月十四日)

前記の返還及び供与の日は昭和三十七年八月二十八日とすることを提案いたします。

アメリカ合衆国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、閣下の返簡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されます。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

昭和三十七年八月二十八日

日本国外務大臣

大平正芳

日本国駐在アメリカ合衆国特命全権大使

エドウィン・O・ライシャウァー閣下

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、昭和二十七年十一月十二日に東京で署名された日本国とアメリカ合衆国との間の船舶貸借協定に基づいて引き渡されたパトロール・フリゲート十八隻の貸借期間を五年をこえない追加の期間延長することを合意した昭和三十三年一月十三日付けの交換公文に言及する光栄を有します。

本大臣は、附属別表に掲げる期間延長により現在貸借中の前記のパトロール・フリゲート十八隻が、その貸借期間の終了に先だつてアメリカ合衆国政府に返還され、昭和二十九年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定の条項及び条件に従つて贈与として日本国政府に供与されることを日本国政府に代わつて提案する光栄を有します。

Translation

[For the English translation of the Japanese note, quoted in the United States note, see *post*, p. 1952. The English translation of the Annex to the Japanese note follows.]

ANNEX

Vessels to be returned to the Government of the United States of America under the Charter Party Agreement of November 12, 1952 and furnished to the Government of Japan under the Mutual Defense Assistance Agreement of March 8, 1954, both to be effected on August 28, 1962.

NO	TYPE & NO	DATE OF ORIGINAL LOAN	CHARTER PARTY AGREEMENT LOAN AUTHORITY	(DATE OF RETURN PROJECTED IN THE EXCHANGE OF NOTES OF JANUARY 13, 1958)
1	PF 39	14 Jan 1953	CPA—ANNEX A	14 Jan 1963
2	PF 53	14 Jan 1953	CPA—ANNEX A	14 Jan 1963
3	PF 6	14 Jan 1953	CPA—ANNEX A	14 Jan 1963
4	PF 26	14 Jan 1953	CPA—ANNEX A	14 Jan 1963
5	PF 38	14 Jan 1953	CPA—ANNEX A	14 Jan 1963
6	PF 25	14 Jan 1953	CPA—ANNEX A	14 Jan 1963
7	PF 54	16 Feb 1953	CPA—ANNEX A	16 Feb 1963
8	PF 37	30 Mar 1953	CPA—ANNEX A-4	30 Mar 1963
9	PF 52	30 Mar 1953	CPA—ANNEX A-4	30 Mar 1963
10	PF 50	30 Apr 1953	CPA—ANNEX A-5	30 Apr 1963
11	PF 8	29 Aug 1953	CPA—ANNEX A-8	29 Aug 1963
12	PF 22	30 Sep 1953	CPA—ANNEX A-9	30 Sep 1963
13	PF 27	30 Sep 1953	CPA—ANNEX A-9	30 Sep 1963
14	PF 21	31 Oct 1953	CPA—ANNEX A-10	31 Oct 1963
15	PF 70	31 Oct 1953	CPA—ANNEX A-10	31 Oct 1963
16	PF 7	30 Nov 1953	CPA—ANNEX A-11	30 Nov 1963
17	PF 34	30 Nov 1953	CPA—ANNEX A-11	30 Nov 1963
18	PF 55	23 Dec 1953	CPA—ANNEX A-12	23 Dec 1963

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Tokyo, August 28, 1962.

No. 228

EXCELLENCY:

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

"I have the honour to refer to the agreement between our two Governments effected by the Exchange of Notes signed at Tokyo on January 13, 1958,[1] under which the duration of the charter lease of eighteen (18) Patrol Frigates, delivered under the Charter Party Agreement between Japan and the United States of America signed at Tokyo on November 12, 1952,[2] was extended for an additional period not to exceed five years.

"On behalf of the Government of Japan, I have the honour to propose that the above-mentioned eighteen (18) Patrol Frigates now under extended lease, as enumerated in the separate table attached hereto, be returned to the Government of the United States of America prior to the termination of such lease and be furnished to the Government of Japan on a grant basis in accordance with the terms and conditions of the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.[3] The date for such return and furnishing is proposed to be August 28, 1962.

"If the above proposal is acceptable to the Government of the United States of America, this Note and Your Excellency's reply indicating such acceptance shall be considered as constituting an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that Your Excellency's Note and this reply are considered as constituting an agreement between our two Governments which enters into force on this date.

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

EDWIN O. REISCHAUER

His Excellency
MASAYOSHI OHIRA,
Minister for Foreign Affairs,
Tokyo.

[1] TIAS 3977; 9 UST 43.
[2] TIAS 2714; 3 UST (pt. 4) 5183.
[3] TIAS 2957; 5 UST 661.

MEXICO

Agricultural Commodities: Closing of Accounts in Connection with Agreement of October 23, 1957, as Amended, and Payment of Adjustment Refunds

Agreement effected by exchange of notes
Signed at México July 6, 1961, and August 9, 1962;
Entered into force August 9, 1962.

The American Ambassador to the Mexican Minister of Foreign Relations

No. 29

MEXICO, D.F., *July 6, 1961.*

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 Mexico signed on October 23, 1957, [1] as amended by the exchanges of notes dated June 30 [2] and November 7, 1958, [3] and February 17, 1959. [4]

Article I of the Agreement of October 23, 1957, as amended, provided that the Government of the United States of America would finance sales for pesos of surplus agricultural commodities with a total value of up to $28,200,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $25,628,205.72, disbursements for which deposits of pesos were required totaled $25,184,563.30, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 314,586,676.35 pesos pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of

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[1] TIAS 3935; 8 UST 1885.
[2] TIAS 4070; 9 UST 1002.
[3] TIAS 4129; 9 UST 1354.
[4] TIAS 4178; 10 UST 158.

the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreement, I have the honor to propose that, in the event that any refunds may be due or may become due under this Agreement, such refunds would continue to be made by the seller direct to the buyer according to the pertinent regulations but the quarterly exchange of currencies between our two Governments would not be made.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

THOMAS C. MANN

His Excellency
MANUEL TELLO,
Minister of Foreign Relations,
México, D. F.

The Mexican Minister of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

508097 MÉXICO, D. F., *a 9 de agosto de 1962.*

SEÑOR MINISTRO:

Tengo la honra de referirme a la atenta nota de Vuestra Excelencia número 29 del día 6 de julio de 1961, relativa al Convenio sobre Productos Agrícolas entre el Gobierno de México y el Gobierno de los Estados Unidos de América, firmado el 23 de octubre de 1957 y reformado por los canjes de notas, fechadas el 30 de junio y el 7 de noviembre de 1958 y el 17 de febrero de 1959, la que a la letra dice:

"El Artículo I del Convenio del 23 de octubre de 1957, reformado, establecía que el Gobierno de los Estados Unidos de América financiaría ventas por pesos de productos agrícolas excedentes hasta un valor total de dólares 28.200,000.00, incluyendo costos estimativos de transporte marítimo a ser financiados por el Gobierno de los Estados Unidos de América. Aún cuando los desembolsos efectivos hechos por el Gobierno de los Estados Unidos de América fueron de dólares 25.628,205.72, desembolsos que requirieron depósitos en pesos que sumaron dólares 25.184,563.30, la diferencia representa el exceso de costos resultante del requisito de usar barcos de bandera de los Estados

Unidos. Se ha determinado que los depósitos de 314.586,676.35 pesos, hechos en conformidad con el Artículo III del Convenio equivalen al valor para el cual los depósitos se requerían y que dichos depósitos se han hecho en nombre del Gobierno de los Estados Unidos de América. De acuerdo con lo que el Gobierno de Vuestra Excelencia ha sido ya informado por el Departamento de Agricultura de Estados Unidos, el Gobierno de los Estados Unidos de América no hará en el futuro más desembolsos en conformidad con este Convenio y los fondos en dólares no desembolsados, ya no están disponibles para financiamiento de compras adicionales bajo este Convenio.

A fin de facilitar el cierre de cuentas con respecto al Convenio anteriormente mencionado, tengo la honra de proponer que, en el caso de que haya reembolsos pendientes o de que, en el futuro se presenten otros reembolsos bajo este Convenio, dichos reembolsos los seguirían haciendo los vendedores directamente a los compradores de acuerdo con las disposiciones pertinentes, pero el intercambio trimestral de divisas entre nuestros dos Gobiernos ya no se haría".

Al respecto, habiendo consultado a la Secretaría de Hacienda y Crédito Público, al Banco de México y a la Compañía Nacional para Subsistencias Populares que intervinieron en la administración del Acuerdo de compra del maíz, han expresado su conformidad con la liquidación final a que se refiere la nota de Vuestra Excelencia número 29, del día 6 de julio de 1961, antes transcrita, y, por lo tanto, la mencionada nota y la presente constituyen por sí mismas un Convenio entre los Gobiernos de México y de los Estados Unidos de América, que entrará en vigor a partir de la fecha de la presente nota.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

MANUEL TELLO.

Excelentísimo Señor Thomas C. Mann,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

508097

MÉXICO, D.F., *August 9, 1962.*

MR. MINISTER:

I have the honor to refer to Your Excellency's note No. 29, dated July 6, 1961, concerning the Agricultural Commodities Agreement between the Government of Mexico and the Government of the United States of America, signed on October 23, 1957 and amended by the exchange of notes dated June 30 and November 7, 1958 and February 17, 1959, which reads as follows:

"Article I of the Agreement of October 23, 1957, as amended, provided that the Government of the United States of America would finance sales for pesos of surplus agricultural commodities with a total value of up to $28,200,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $25,628,205.72, which disbursements required deposits of pesos that totaled $25,184,563.30, the difference represents excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 314,586,676.35 pesos pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made in the name of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made in the future by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are no longer available for financing additional purchases under this Agreement.

"To facilitate the closing out of accounts in connection with the above-mentioned Agreement, I have the honor to propose that, in the event that any refunds may be due or that other refunds may become available in the future under this Agreement, such refunds would continue to be made by the sellers direct to the buyers according to the pertinent regulations but the quarterly exchange of currencies between our two Governments would no longer be made."

In this connection, the Department of Finance and Public Credit, the Bank of Mexico, and the Compañía Nacional para Subsistencias Populares, which assisted in the administration of the Agreement for the purchase of corn, having been consulted, they expressed their approval of the final liquidation referred to in Your Excellency's note No. 29, of July 6, 1961, transcribed above, and, consequently, the aforesaid note and this note constitute, in themselves, an Agreement between the Governments of Mexico and the United States of America, which shall enter into force on the date of this note.

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

MANUEL TELLO.

His Excellency
THOMAS C. MANN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

JAPAN

Economic Assistance: Settlement of Postwar Economic Assistance

Agreement signed at Tokyo January 9, 1962;
Entered into force September 11, 1962.
With exchanges of notes.

Agreement between the United States of America and Japan Regarding the Settlement of Postwar Economic Assistance to Japan

Whereas the Government of the United States of America (hereinafter called "the Government of the United States") furnished to the Government of Japan economic assistance during the period between September 2, 1945, and April 28, 1952;

Whereas such assistance contributed to the stabilization of the people's livelihood in Japan as well as to the Japanese economy;

Whereas the Government of the United States and the Government of Japan, desirous of setting forth in an agreement the amount and terms of payment by the Government of Japan to the Government of the United States for such economic assistance, have reached an equitable and mutually satisfactory understanding;

Therefore, the two Governments have agreed as follows:

ARTICLE I

1. The Government of Japan is hereby obligated to the Government of the United States in the amount of four hundred ninety million United States dollars ($490,000,000) in final settlement of all pending questions arising out of, or in any way connected with, the furnishing of postwar economic assistance, as defined in Article VI of this Agreement.

2. The Government of Japan hereby promises to pay to the Government of the United States the principal sum of four hundred ninety million United States dollars ($490,000,000) and interest at the rate of 2½ percent per annum on the unpaid principal balance thereof from time to time outstanding from the date of entry into force of this Agreement, such interest to be paid semiannually. Beginning six months from the date of entry into force of this Agreement, and semiannually thereafter, the first twenty-four installments of $21,959,125

and the next six installments of $8,701,690 shall be paid, such installments to be applied first to accrued interest and the remainder to principal.

3. The principal and interest are payable at the Treasury Department, Washington, D.C., or at the Federal Reserve Bank of New York in lawful money of the United States.

4. The Government of Japan at any time may anticipate the payment of all or any part of the outstanding principal under this Agreement. Any prepayment made to the Government of the United States shall be in United States dollars. Such prepayment shall be credited first to payments of interest or principal that are past due and unpaid, if any; otherwise the prepayment shall be credited in equal proportions to all unpaid installments of principal.

5. Upon default in the prompt and full payment of any installment of principal or interest, the entire unpaid principal under this Agreement and interest thereon to the date of payment shall become due and be payable at the option of the Government of the United States. The non-exercise of such right with respect to any particular default shall not constitute a waiver of such right with respect to such default or any other default.

ARTICLE II

If at any time or from time to time the two Governments determine that it would be in their common interests because of adverse economic conditions, or for any other reason, to postpone, or provide for the postponement of, any installments of interest or principal, or to alter or provide for the alteration of any of the provisions of this Agreement relating to the payment of interest and principal, they may by mutual agreement in writing provide for any such postponement or alteration.

ARTICLE III

1. It is understood and agreed that any claims of Japan and its nationals against the United States of America and its nationals arising out of the furnishing of postwar economic assistance, as defined in Article VI of this Agreement, are waived by virtue of Article 19(a) of the Treaty of Peace with Japan signed at the city of San Francisco on September 8, 1951.[1]

2. The Government of Japan agrees that it will not present hereafter to the Government of the United States any claims with respect to the balance of the open account between the Supreme Commander for the Allied Powers and the Republic of Korea which was in effect prior to April 1, 1950, and the balance of the open account between the Supreme Commander for the Allied Powers and the Ryukyus.

[1] TIAS 2490; 3 UST (pt. 3) 3187.

ARTICLE IV

The Government of the United States hereby waives all claims of the Government of the United States against the Government of Japan and nationals of Japan arising from the furnishing of postwar economic assistance, as defined in Article VI of this Agreement, to the extent that such claims would require the Government of Japan to make payment of more than the amount specified in Article I of this Agreement or before the times specified therein.

ARTICLE V

1. In the event the Government of the United States wishes to have currency of Japan made available for the payment of any or all expenditures in Japan of the Government of the United States, the Government of the United States may request the Government of Japan to pay, up to a total amount not exceeding twenty-five million United States dollars ($25,000,000), any installment or part thereof, or any advance payment made by the Government of Japan under Article I, paragraph 4 of this Agreement, to the Government of the United States, or to such persons or organizations as the Government of the United States may designate, in the currency of Japan. In the event payment of currency of Japan is made under the terms of this Article, the United States dollar equivalent of the amount paid shall be credited to the installment or to the advance payment for which the Government of the United States requested payment in currency of Japan.

2. The rate of exchange to be used with respect to payments under paragraph 1 of this Article shall be the par value established by the Government of Japan and agreed with the International Monetary Fund, prevailing on the day of such payment provided there are no legally established multiple rates of exchange.

ARTICLE VI

For the purpose of this Agreement the term "postwar economic assistance" shall mean economic assistance under the program authorized by the applicable provisions of the United States Appropriation Acts for Government and Relief in Occupied Areas, and all other economic assistance, including certain surplus property, furnished by the Government of the United States to the Government of Japan or the Japanese people during the period between September 2, 1945, and April 28, 1952.

ARTICLE VII

This Agreement shall enter into force [1] on the date on which written notification that each Government has complied with all legal requirements for the entry into force of this Agreement shall have been exchanged between the two Governments.

[1] Sept. 11, 1962.

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

Done at Tokyo, in duplicate, in the English and Japanese languages, both equally authentic, this ninth day of January, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

EDWIN O. REISCHAUER

FOR THE GOVERNMENT OF JAPAN:

ZENTARO KOSAKA

[SEAL]

アメリカ合衆国政府のために

日本国政府のために

たものをいう。

第七条

この協定は、それぞれの政府がこの協定の効力発生のための国内法上のすべての要件を満たした旨の文書による通告が両政府の間で交換された日に効力を生ずる。

以上の証拠として、下名の代表者は、各自の政府からこのために正当な委任を受け、この協定に署名した。

千九百六十二年一月九日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

に充てられるものとする。

2 1の規定に基づく支払に関して用いられる為替相場は、法定の複数為替相場がない限り、日本国政府が設定し、かつ、国際通貨基金との間で合意された平価で、その支払の日に適用されているものによるものとする。

第六条

この協定の適用上「戦後の経済援助」とは、占領地域の行政及び救済に適用される合衆国歳出法の規定によつて認められた計画に基づく経済援助並びに他のすべての経済援助（ある種の余剰物資を含む。）で、合衆国政府が千九百四十五年九月二日から千九百五十二年四月二十八日までの間に日本国政府又は日本国民に対して提供し

第五条

1 合衆国政府が日本国の通貨を日本国における合衆国政府のいずれかの又はすべての支出の支払の用に供することを希望するときは、合衆国政府は、日本国政府に対し、総額二千五百万合衆国ドル（二五、〇〇〇、〇〇〇ドル）をこえない額を限度として、いずれかの賦払金若しくはその一部又は第一条4の規定に基づき日本国政府が支払ういずれかの前払金を合衆国政府又は合衆国政府が指定する者若しくは機関に日本国の通貨により支払うよう要請することができる。この条の条件に基づき日本国の通貨の支払が行なわれる場合には、支払われた額の合衆国ドルの等価額が、合衆国政府が日本国の通貨による支払を要請した賦払金又は前払金

ことが、了解され、かつ、合意される。

2 日本国政府は、連合国最高司令官と大韓民国との間の清算勘定で千九百五十年四月一日前に存したものの残高及び連合国最高司令官と琉球との間の清算勘定の残高に関し、今後はいかなる請求権をも合衆国政府に対し提起しないことに同意する。

第四条

合衆国政府は、ここに、第六条に定義する戦後の経済援助の提供から生じた日本国政府及び日本国民に対する合衆国政府のすべての請求権を、それらの請求権が日本国政府に対し第一条に定める額より多額の支払を行なうこと又は同条に定める期限前に支払を行なうことを要求する限度において、放棄する。

両政府は、不利な経済的事情又は他の理由により、利子若しくは元金の賦払を延期し若しくはその延期を取りきめ、又は利子若しくは元金の支払に関するこの協定のいずれかの規定を変更し若しくはその変更を取りきめることが両政府の共通の利益であることをいつでも決定するときは、書面による相互の合意により、これらの延期又は変更を取りきめることができる。

第三条

1 第六条に定義する戦後の経済援助の提供から生じたアメリカ合衆国及びその国民に対する日本国及びその国民のいかなる請求権も、千九百五十一年九月八日にサン。フランシスコ市で署名された日本国との平和条約第十九条(a)の規定によつて放棄されている

る場合には、まずその支払金に充当するものとし、その他の場合には、元金のすべての未払賦払金に均等の割合で充当するものとする。

5

元金又は利子のいずれかの賦払金の迅速なかつ全額の支払が履行されなかつた場合において、合衆国政府が選択するときは、この協定上の未払元金の全部及びその支払が行なわれる日までのこれに対する利子は、期限が到来し、かつ、支払うべきものとなる。いずれかの特定の不履行に関してこの権利を行使しないことは、当該不履行又は他の不履行に関してこの権利を放棄することとはならない。

第二条

ら六箇月後に始まり、その後半年ごとに、最初の二十四回は各二一、九五九、一二五ドルの賦払金を、次の六回は各八、七〇一、六九〇ドルの賦払金を支払うものとする。これらの賦払金は、まず、生じた利子に充当し、その残額は、元金に充当するものとする。

3 元金及び利子は、ワシントン・D・Cの財務省又はニュー・ヨーク連邦準備銀行に合衆国の法貨により支払う。

4 日本国政府は、いつでも、この協定上の未払元金の全部又は一部の支払を繰り上げることができる。合衆国政府に対して行なういずれの前払金の支払も、合衆国ドルによらなければならない。この前払金は、期限の到来後未払となつている利子又は元金があ

よつて、両政府は、次のとおり協定した。

第一条

1 日本国政府は、第六条に定義する戦後の経済援助の提供から生じ又はこれになんらかの関連があるすべての懸案となつている問題の最終的処理として、合衆国政府に対し、ここに四億九千万合衆国ドル（四九〇、〇〇〇、〇〇〇ドル）の額の債務を負うものとする。

2 日本国政府は、ここに、四億九千万合衆国ドル（四九〇、〇〇〇、〇〇〇ドル）の元金の額及びこの協定の効力発生の日以後の随時の未払元金残高につき年二分五厘の率で半年ごとに支払われるべき利子を支払うことを約束する。この協定の効力発生の日か

日本国に対する戦後の経済援助の処理に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国政府（以下「合衆国政府」という。）は、千九百四十五年九月二日から千九百五十二年四月二十八日までの間に、日本国政府に対し、経済援助を提供したので、

この援助は、日本国における民生の安定及び日本国の経済に寄与したので、

合衆国政府及び日本国政府は、この経済援助に関し日本国政府が合衆国政府に対して行なう支払の額及び条件を単一の協定で定めることを希望して、衡平なかつ双方にとつて満足な了解に到達したので、

十分考慮しながら、この目的に従い引き続き随時相互に密接な協議を行なうものとする。

本大臣は、さらに、閣下が前記の了解を貴国政府に代わつて確認されることを要請する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百六十二年一月九日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使

エドウィン・O・ライシャウァー閣下

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

書簡をもつて啓上いたします。本大臣は、本日署名された日本国に対する戦後の経済援助の処理に関する日本国とアメリカ合衆国との間の協定に言及するとともに、日本国政府とアメリカ合衆国政府との間で到達した次の了解を日本国政府に代わつて確認する光栄を有します。

1 合衆国政府は、適当な立法措置を経ることを条件として、前記の協定に基づき合衆国政府が受領する資金の大部分を、低開発諸国に対する経済援助に関する合衆国の計画を促進するために使用する意図を有する。

2 両政府は、東アジアの諸国の経済のすみやかなかつ均衡のとれた発展が日本国及び合衆国が深い関心を有する同地域の安定と平和に不可欠であること、及びこれらの諸国がこのような発展を遂げるためにはこの目的に寄与する開発援助が緊要であることを認める。よつて、両政府は、関係諸国が表明する意向を

[1] For English translation, see *post*, p. 1973.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 757 TOKYO, *January 9, 1962.*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of today's date, which reads in the English translation thereof as follows:

"I have the honour to refer to the Agreement between Japan and the United States of America Regarding the Settlement of Postwar Economic Assistance to Japan signed today, and to confirm on behalf of my Government the following understandings reached between the Government of Japan and the Government of the United States of America:

"1. The Government of the United States intends, subject to appropriate legislation, to employ the major portion of the funds received by the Government of the United States under the Agreement to further the programs of the United States for economic assistance to less developed countries.

"2. The two Governments recognize that the accelerated and balanced economic development of the countries in East Asia is essential to the stability and peace of that area in which Japan and the United States have deep concern, and that, for those countries to achieve such development, there exists an urgent need for development assistance which will contribute to this end. The two Governments, therefore, will with due consideration to views expressed by the countries concerned, continue to consult closely with each other from time to time in pursuit of this objective.

"I have further the honour to request Your Excellency to be good enough to confirm the above understandings on behalf of your Government.

"I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the assurance of my highest consideration."

I have further the honor to confirm the understandings stated in Your Excellency's Note, on behalf of the Government of the United States of America.

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

EDWIN O. REISCHAUER

His Excellency
ZENTARO KOSAKA
Minister for Foreign Affairs
of Japan.

TIAS 5154

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 758 TOKYO, *January 9, 1962.*

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Japan Regarding the Settlement of Postwar Economic Assistance to Japan signed today, and to confirm on behalf of my Government the following understanding reached between the Government of the United States of America and the Government of Japan.

The Government of the United States of America will, pursuant to the provisions of Article V, paragraph 1 of the Agreement, request the Government of Japan to make payment in the currency of Japan of the equivalent of twenty-five million United States dollars ($25,000,000) which shall be used for the purpose of educational and cultural exchange between the United States of America and Japan, subject to the availability of appropriations to the Secretary of State of the United States of America.

I have further the honor to request Your Excellency to be good enough to confirm the above understanding on behalf of your Government.

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

EDWIN O. REISCHAUER

His Excellency
ZENTARO KOSAKA
Minister for Foreign Affairs
of Japan.

されることを要請する光栄を有します。

本大臣は、さらに、閣下の書簡に述べられた了解を日本国政府に代わつて確認する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百六十二年一月九日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使

エドウィン・O・ライシャウァー閣下

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、日本語による訳文が次のとおりである本日付けの閣下の書簡に言及する光栄を有します。

本使は、本日署名された日本国に対する戦後の経済援助の処理に関する日本国とアメリカ合衆国との間の協定に言及するとともに、アメリカ合衆国政府と日本国政府との間で到達した次の了解を本国政府に代わつて確認する光栄を有します。

アメリカ合衆国政府は、アメリカ合衆国の国務長官が歳出を認められることを条件として、前記の協定第五条1の規定に従い、アメリカ合衆国と日本国との間の教育及び文化の交換の目的のため使用する二千五百万合衆国ドル（二五、〇〇〇、〇〇〇ドル）の等価額を日本国の通貨により支払うことを日本国政府に要請する意思を有する。

本使は、さらに、閣下が前記の了解を貴国政府に代わつて確認

Translation

TOKYO, *January 9, 1962*

MR. AMBASSADOR:

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

[For the English language text of the note, see *ante*, p. 1974.]

I have further the honor to confirm the understanding stated in Your Excellency's Note, on behalf of the Government of Japan.

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

ZENTARO KOSAKA
Minister
for Foreign Affairs of Japan

His Excellency
EDWIN O. REISCHAUER
Ambassador Extraordinary and
Plenipotentiary of the United
States of America to Japan.

COSTA RICA

Economic, Technical and Related Assistance

Agreement signed at San José December 22, 1961;
Entered into force September 7, 1962.

GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL AND RELATED ASSISTANCE
Between the
GOVERNMENT OF THE UNITED STATES OF AMERICA
And the
GOVERNMENT OF COSTA RICA

WHEREAS the Government of the United States of America and the Government of Costa Rica desire to join in an Alliance for Progress based upon self-help, mutual effort and common sacrifice, designed to help satisfy the wants of the people of Latin America for better homes, work, land, health and schools, and

WHEREAS the Act of Bogota[1] recommended that there should be established an Inter-American program for social development directed to carrying out measures for improving rural living, land use, housing, community facilities, educational systems, training facilities, and public health, and for the mobilization of domestic resources, and

WHEREAS the Government of the United States of America and the Government of Costa Rica agree upon the need for specific plans of action designed to foster economic progress and improvements in the welfare and level of living of all peoples of Latin America, and

WHEREAS the Government of the United States of America intends to furnish such economic, technical and related assistance to the Latin American countries participating in the Alliance for Progress as may be requested by them and approved by the Government of the United States of America in the light of the resources available to it and of the programs and self-help measures provided for in the Act of Bogota;

NOW, THEREFORE, the Government of the United States of America and the Government of Costa Rica hereby agree as follows:

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[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.

Article I

To assist the Government of Costa Rica in its national development and in its efforts to achieve economic and social progress through effective use of its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance as may hereafter be requested by representatives of appropriate agencies of the Government of Costa Rica and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

Article II

To foster its economic and social progress, the Government of Costa Rica will make the full contribution permitted by its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Costa Rica concerning programs and operations hereunder. The Government of Costa Rica will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operations planned or carried out and to evaluate results.

Article III

The Government of Costa Rica will receive a special mission and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this special mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Costa Rica for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank.

Article IV

In order to assure the maximum benefits to the people of Costa Rica from the assistance to be furnished hereunder:

(a) Property or funds used or to be used in connection with this Agreement by the Government of the United States of America or any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other

taxes, investment or deposit requirements, and currency controls in Costa Rica and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition and any other taxes or similar charges in Costa Rica.

(b) All persons, except citizens or permanent residents of Costa Rica, who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Costa Rica, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Costa Rica for their own use, as is accorded by the Government of Costa Rica to diplomatic personnel of the American Embassy in Costa Rica.

Article V

Fund used for purposes of furnishing assistance hereunder shall be convertible into currency of Costa Rica at the rate providing the largest number of units of such currency per U.S. dollar which, at the time conversion is made, is not unlawful in Costa Rica.

Article VI

1. This Agreement shall enter into force [1] on the date of the communication by which the Government of Costa Rica notifies the Government of the United States of America that it has been ratified and shall remain in force until 90 days after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

[1] Sept. 7, 1962.

3. The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of Costa Rica shall be subject to the applicable laws and regulations of the Government of Costa Rica.

4. The two Government or their designated representatives shall, upon request of either of them consult regarding any matter on the application, operation or amendment of this Agreement.

5. Upon its entry into force, this Agreement will supersede the Point IV General Agreement for Technical Cooperation between the United States of America and the Republic of Costa Rica signed at San José, Costa Rica on the eleventh of January 1951 [1] as extended and amended by an exchange of notes at San José, December 19 and 20, 1951.[2] Arrangements or agreements implementing the abovementioned Agreement, as amended and extended, and concluded prior to the entry into force of this Agreement shall, from such date of entry into force, be subject to this Agreement.

Done in San José, Costa Rica on the twenty-second day of December, nineteen hundred and sixty-one in the English and Spanish languages.

RAYMOND L. TELLES	ALFREDO VARGAS FERNANDEZ
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF COSTA RICA

[SEAL]

CONVENIO GENERAL PARA LA AYUDA ECONOMICA, TECNICA Y PARA PROPOSITOS AFINES
Entre el
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y el
GOBIERNO DE COSTA RICA

POR CUANTO el Gobierno de los Estados Unidos de América y el Gobierno de Costa Rica desean concertar una Alianza para el Progreso basada en la ayuda propia, el esfuerzo mutuo y el sacrificio común, destinada a ayudar a satisfacer las necesidades de mejores viviendas, trabajo, tierras, salud y escuelas de los pueblos de la América Latina, y

POR CUANTO en el Acta de Bogotá se recomienda la implantación de un programa Interamericano de desarrollo social que tienda a la ejecución de medidas para mejorar el bienestar rural, el uso de la tierra,

[1] TIAS 2186; 2 UST 431.
[2] TIAS 2385; 3 UST 21.

la vivienda, los servicios colectivos, los sistemas educativos, los servicios de adiestramiento, y la salubridad pública, y para la movilización de los recursos locales, y

POR CUANTO el Gobierno de los Estados Unidos de América y el Gobierno de Costa Rica están de acuerdo en la necesidad de planes de acción específicos destinados a fomentar el progreso económico y el mejoramiento del bienestar y nivel de vida de todos los pueblos de la América Latina, y

POR CUANTO el Gobierno de los Estados Unidos de América tiene la intención de suministrar a los países de la América Latina que participan en la Alianza para el Progreso la ayuda económica, técnica y para propósitos afines que soliciten ellos y que aprueba el Gobierno de los Estados Unidos de América, a la luz de los recursos disponibles para el objeto y de los programas y medidas de ayuda propia contemplados en el Acta de Bogotá;

POR LO TANTO el Gobierno de los Estados Unidos de América y el Gobierno de Costa Rica por este medio acuerdan lo siguiente:

Artículo I

A fin de ayudar al Gobierno de Costa Rica en lo que respecta al desarrollo nacional y a sus esfuerzos por alcanzar el progreso social y económico por medio de la utilización efectiva de sus propios recursos y otras medidas de ayuda propia, el Gobierno de los Estados Unidos de América proporcionará la ayuda económica, técnica y para asuntos afines que en el futuro soliciten los representantes de organismos competentes del Gobierno de Costa Rica y que aprueben los representantes del organismo u organismos designados por el Gobierno de los Estados Unidos de América para la administración de sus compromisos según el presente Convenio. Dicha ayuda se proporcionará conforme a acuerdos escritos y firmados entre los representantes anteriormente indicados.

Artículo II

Para fomentar el progreso social y económico del país, el Gobierno de Costa Rica contribuirá en la forma máxima que le permitan sus recursos y condiciones económicas generales al programa de desarrollo y a los programas y actividades relacionados con el mismo, incluyendo aquéllos que se efectúen de acuerdo con este Convenio, y suministrará la más amplia información al pueblo de Costa Rica en lo que concierne a los programas y actividades contemplados aquí. El Gobierno de Costa Rica tomará las medidas del caso para asegurar el aprovechamiento efectivo de la ayuda proporcionada de acuerdo con este Convenio y dará todas las oportunidades y facilidades a los representantes del Gobierno de los Estados Unidos de América para que observen y revisen los programas y actividades que se conduzcan de acuerdo con este Convenio y suministrará cualquier información que

ellos puedan necesitar para determinar la naturaleza y el alcance de las actividades planificadas o llevadas a cabo, y para hacer una evaluación de los resultados.

Artículo III

El Gobierno de Costa Rica recibirá una misión especial y el personal correspondiente para el desempeño de los deberes del Gobierno de los Estados Unidos de América de acuerdo con este Convenio y considerará a dicha misión especial y a su personal como parte de la Misión Diplomática del Gobierno de los Estados Unidos de América en Costa Rica, con el fin de concederles los privilegios e inmunidades que se conceden a ésta última y a su personal de igual rango.

Artículo IV

A fin de asegurar para el pueblo de Costa Rica los beneficios máximos provenientes de la ayuda que se proporcionará en virtud de este Convenio se dispone:

a) Los bienes o fondos utilizados o que se utilizaren con relación a este Convenio por parte del Gobierno de los Estados Unidos de América o de cualquier contratista financiado por ese Gobierno estarán exentos del pago de todo impuesto sobre la propiedad o el uso y de cualesquier otros impuestos, de requisitos relacionados con inversiones o depósitos, y de controles cambiarios en Costa Rica; y la importación, exportación, adquisición, uso o disposición de dichos bienes o fondos relacionados con este Convenio estarán exentos del pago de cualquier arancel, derechos de aduana, impuestos de importación y exportación, impuestos sobre compras o traspasos y cualesquier otros impuestos o tasas similares que existan en Costa Rica.

b) Todas las personas, excepto los ciudadanos o los residentes permanentes de Costa Rica, que estén aquí presentes con el objeto de ejecutar trabajos relacionados con este Convenio, estarán exentos del pago de impuestos sobre la renta y de Seguro Social que se pagan de acuerdo con las leyes de Costa Rica, y de los impuestos sobre la compra, propiedad, uso o disposición de bienes muebles personales (incluyendo automóviles) para su propio uso. Dichas personas y los miembros de sus familias recibirán el mismo trato con respecto al pago de derechos de aduana y de importación y exportación sobre sus bienes muebles personales (incluyendo automóviles) que importen a Costa Rica para su uso personal, que el que otorga el Gobierno de Costa Rica al personal diplomático de la Embajada Americana en Costa Rica.

Artículo V

Los fondos que se utilicen con el fin de proporcionar ayuda en virtud de este Convenio serán convertidos en moneda de Costa Rica al tipo de cambio que produzca el mayor número de unidades de dicha moneda por cada Dólar de los Estados Unidos de América y que en el momento en que se haga la conversión, no sea ilegal en Costa Rica.

Artículo VI

1. Este Convenio entrará en vigencia en la fecha de la comunicación por la cual el Gobierno de Costa Rica le notifique al Gobierno de los Estados Unidos de América que ha sido ratificado y permanecerá en vigencia hasta 90 días después de la fecha de la comunicación por la cual cualquiera de los dos Gobiernos le dé aviso por escrito al otro de su intención de dar por terminado el Convenio. En tal caso, las disposiciones de este Convenio permanecerán en plena vigencia y efectividad en cuanto a la ayuda proporcionada conforme a este Convenio antes de su terminación.

2. Todo o cualquier parte del programa de ayuda que se proporcione en virtud de este Convenio, excepto cuando se estipulare de otra manera en arreglos que se acuerden conforme al Artículo I del mismo, podrá terminar sea voluntad de cualquiera de los dos Gobiernos si ese Gobierno determinare que por motivos de un cambio en las condiciones, la continuación de dicha ayuda es innecesaria o indeseable. La terminación de dicha ayuda de acuerdo con esta disposición puede incluir la cancelación de las entregas de cualesquier materiales o artículos que estén cubiertos por este Convenio, y que no se hayan efectuado.

3. El suministro de ayuda bajo este Convenio estará sujeto a las leyes y reglamentos del Gobierno de los Estados Unidos de América que sean aplicables, y el recibo de dicha ayuda por parte del Gobierno de Costa Rica estará sujeto a los reglamentos y leyes de éste último que sean aplicables.

4. Los dos Gobiernos o sus representantes debidamente nombrados deberán, a solicitud de cualquiera de los dos, llevar a cabo consultas respecto a cualquier asunto relacionado con la aplicación, operación o enmienda de este Convenio.

5. Una vez vigente, este Convenio reemplazará al Convenio General para Cooperación Técnica del Punto-4, entre los Estados Unidos de América y el Gobierno de Costa Rica que se firmó en San José, Costa Rica el 11 de enero de 1951, prorrogado y enmendado por canje de notas en San José, el 19 y 20 de diciembre de 1951. Los arreglos o acuerdos para llevar a cabo el susodicho Convenio General, tal como se ha prorrogado y enmendado, que se hayan concertado con anterioridad a la vigencia del presente Convenio, estarán sujetos a éste a partir de la fecha en que entre en vigencia.

Firmado en San José, Costa Rica el día veintidós de diciembre de mil novecientos sesenta y uno en los idiomas inglés y español.

RAYMOND L. TELLES
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

ALFREDO VARGAS FERNANDEZ
POR EL GOBIERNO DE COSTA RICA

[SEAL]

MULTILATERAL

Health: Additional Regulations Amending WHO Regulations No. 2—Yellow Fever

Adopted by the Eighth World Health Assembly at México May 26, 1955;
Entered into force October 1, 1956.

UNITED NATIONS
WORLD HEALTH
ORGANIZATION

NATIONS UNIES
ORGANISATION MONDIALE
DE LA SANTÉ

RESOLUTIONS
OF THE
WORLD HEALTH ASSEMBLY

EIGHTH WORLD HEALTH ASSEMBLY

WHA8.36

26 MAY 1955

ORIGINAL: ENGLISH

ADDITIONAL REGULATIONS OF 26 MAY 1955 AMENDING THE INTERNATIONAL SANITARY REGULATIONS

The Eighth World Health Assembly,

Considering the need for the amendment of certain of the provisions of the International Sanitary Regulations (World Health Organization Regulations No. 2), as adopted by the Fourth World Health Assembly on 25 May 1951,[1] in particular with respect to yellow fever,

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

ADOPTS this twenty-sixth day of May 1955, the following additional regulations:

ARTICLE I

In Articles 1 to 104 of the International Sanitary Regulations, there shall be made the following amendments:

ARTICLE 1

"*Aëdes aegypti* index"

Delete this definition and replace by:

"*Aëdes aegypti* index" means the ratio, expressed as a percentage, between the number of houses in a limited well-defined area on the

[1] TIAS 3625; 7 UST 2255, 2282.

[2] TIAS 1808; 62 Stat. (pt. 3) 2681, 2685.

premises of which actual breeding places of *Aëdes aegypti* are found, and the total number of houses examined in that area."

"Epidemic"

Delete the words "or multiplication of a foyer" and replace by the words "of a quarantinable disease by a multiplication of cases in a local area".

"First case"

Delete this definition.

"Foyer"

Delete this definition.

"Infected local area"

In paragraph (a) delete the word "foyer" and replace by the words "nonimported case".

Renumber paragraph (c) as paragraph (b).

Insert as paragraph (c): "(c) a local area where activity of yellow-fever virus is found in vertebrates other than man; or".

Renumber paragraph (b) as paragraph (d).

Delete paragraph (d).

"Yellow-Fever Endemic Zone"

Delete this definition.

"Yellow-Fever Receptive Area"

Delete this definition and replace by:

"Yellow-fever receptive area" means an area in which the virus of yellow fever does not exist but where the presence of *Aëdes aegypti* or any other domiciliary or peri-domiciliary vector of yellow fever would permit its development if introduced".

ARTICLE 3

In paragraph 2 of this article, after the words "The existence of the disease so notified", insert the words "on the establishment of a reasonably certain clinical diagnosis".

ARTICLE 6

In paragraph 1 of this article, after the words "infected local area", delete the comma and the words "other than a local area which is part of a yellow-fever endemic zone" and the comma which follows the word "zone".

After the words "is situated shall" delete the word "inform" and replace by the word "notify".

Delete sub-paragraph (b) of paragraph 2 and replace by:

"(b) (i) in the case of yellow fever not transmitted by *Aëdes aegypti*, three months have elapsed without evidence of activity of yellow-fever virus;

(ii) in the case of yellow fever transmitted by *Aëdes aegypti*, three months have elapsed since the occurrence of the last human case, or one month since that occurrence if the *Aëdes aegypti* index has been continuously maintained below one per cent."

ARTICLE 14

(The English text remains unchanged.)

ARTICLE 20

In paragraph 1 of this article, after the words "Every port" delete the words "situated in a yellow-fever endemic zone or a yellow-fever receptive area,". After the words "every airport" delete the words "so situated,".

In paragraph 2 of this article, after the words "situated in", delete the words "a yellow-fever endemic zone", and replace by the words "or adjacent to a yellow-fever infected local area,",

After the words "receptive area shall be" insert the word "kept".

Delete paragraph 3 of this article.

Renumber paragraph 4 of this article as paragraph 3.

ARTICLE 42

Delete the words "merely because, on its voyage over infected territory", and replace by the word "if".

After the words "it has landed" insert the words "only in such an area".

ARTICLE 43

After the words "on board" delete the word "an", and replace by the words "a healthy".

Delete the words "which has flown over", and replace by the words "which has landed in".

Delete the words "but has not landed there, or has landed there under", and replace by the words "and the passengers and crew of which have complied with".

ARTICLE 70

Delete this article and replace by:

"Each health administration shall notify the Organization of the area or areas within its territory where the conditions of a yellow-fever receptive area exist, and promptly report any change in these conditions. The Organization shall transmit this information to all health administrations".

ARTICLE 73

In paragraph 3 of this article, after the word "Every" insert the words "ship or".

Delete the words "local area", and replace by the words "port or airport".

Delete the words "or any other domiciliary vector of yellow fever exists, which is bound for a yellow-fever receptive area already freed from *Aëdes aegypti*", and replace by the words "still exists, bound for a port or airport where *Aëdes aegypti* has been eradicated,".

ARTICLE 75

At the end of paragraph 1 of this article, insert the words "during the period provided for in Article 74".

ARTICLE 96

In paragraph 1 of this article, delete the words "a ship" and replace by the words "a seagoing vessel making an international voyage".

ARTICLE 104

In paragraph 1 of this article, delete the words "make the sanitary measures provided for in these Regulations more effective and less burdensome," and replace by the words "facilitate the application of these Regulations,".

ARTICLE II

The period provided in execution of Article 22 of the Constitution of the Organization for rejection or reservation shall be nine months from the date of the notification by the Director-General of the adoption of these Additional Regulations by the World Health Assembly.

ARTICLE III

These Additional Regulations shall come into force on the first day of October 1956.

ARTICLE IV

The following final provisions of the International Sanitary Regulations shall apply to these Additional Regulations: paragraph 3 of Article 106, paragraphs 1, 2 and 5 of 107, 108 and paragraph 2 of 109, substituting the date mentioned in Article III of these Additional Regulations for that mentioned therein, 110 to 113 inclusive.

IN FAITH WHEREOF we have set our hands at Mexico this 26th day of May, 1955.

The President of the World Health Assembly

IGNACIO MORONES PRIETO

The Director-General of the World Health Organization

MARCOLINO GOMES CANDAU

Ninth plenary meeting
26 May 1955, A8/VR/9

Certified true copy

RÈGLEMENT SANITAIRE INTERNATIONAL

I

RÉSOLUTION DE LA HUITIÈME ASSEMBLÉE MONDIALE DE LA SANTÉ (WHA8.36) DU 26 MAI 1955

Règlement additionnel du 26 mai 1955 modifiant le Règlement sanitaire international

La Huitième Assemblée Mondiale de la Santé,

Considérant la nécessité d'amender certaines dispositions du Règlement sanitaire international (Règlement N° 2 de l'Organisation Mondiale de la Santé) tel qu'il a été adopté par la Quatrième Assemblée Mondiale de la Santé le 25 mai 1951, et notamment celles qui sont relatives à la fièvre jaune:

Vu les Articles 2 *k*), 21 *a*) et 22 de la Constitution de l'Organisation Mondiale de la Santé,

ADOPTE, ce vingt-six mai 1955, le Règlement additionnel suivant:

ARTICLE I

Les amendements indiqués ci-après sont apportés aux articles 1 à 104 du Règlement sanitaire international.

Article 1

« *circonscription infectée* »

A l'alinéa *a*), supprimer le mot « foyer » et le remplacer par les mots « cas non importé ».

L'alinéa *c*) devient *b*).
Insérer comme alinéa *c*) le texte suivant:

« *c*) une circonscription où la présence du virus de la fièvre jaune se manifeste chez des vertébrés autres que l'homme; ou ».

L'alinéa *b*) devient *d*).
Supprimer l'alinéa *d*).

« *épidémie* »

Supprimer les mots « d'un foyer ou sa multiplication » et les remplacer par les mots: « d'une maladie quarantenaire par multiplication des cas dans une circonscription ».

« *foyer* »

Supprimer cette définition.

« *indice d'Aëdes aegypti* »

Supprimer cette définition et la remplacer par la suivante:

« *indice d'Aëdes aegypti* » désigne le rapport exprimé en pourcentage entre, d'une part, le nombre de maisons dans une zone limitée, bien définie, où ont effectivement été trouvés des gîtes larvaires d'*Aëdes aegypti*, que ce soit dans les locaux mêmes ou sur les terrains attenant à ceux-ci et en dépendant, et, d'autre part, le nombre total de maisons examinées dans cette zone; ».

« *premier cas* »

Supprimer cette définition.

« *zone d'endémicité amarile* »

Supprimer cette définition.

« *zone de réceptivité amarile* »

Supprimer cette définition et la remplacer par la suivante:

« *zone de réceptivité amarile* » désigne une région dans laquelle le virus de la fièvre jaune n'existe pas, mais où la présence d'*Aëdes aegypti* ou d'un autre vecteur domiciliaire ou péridomiciliaire de la fièvre jaune permettrait à ce virus de se développer s'il y était introduit; ».

Article 3

Au paragraphe 2 de cet article, après les mots: « L'existence de la maladie ainsi notifiée », ajouter les mots: « sur la base d'un diagnostic clinique raisonnablement sûr ».

Supprimer les mots: « sans délai » et les remplacer par les mots: « aussitôt que possible ».

Article 6

Au paragraphe 1 de cet article, après les mots: « circonscription infectée », supprimer la virgule et les mots: « autre qu'une circonscription qui fait partie d'une zone d'endémicité amarile » et la virgule qui suit le mot « amarile ».

Supprimer le texte du sous-paragraphe *b*) du paragraphe 2 et le remplacer par le suivant:

« *b*) i) en cas de fièvre jaune transmise par un vecteur autre que l'*Aëdes aegypti*, trois mois se sont écoulés sans signe d'activité du virus de la fièvre jaune;

ii) en cas de fièvre jaune transmise par l'*Aëdes aegypti*, il s'est écoulé trois mois depuis le dernier cas chez l'homme, ou un mois depuis le dernier cas si l'indice d'*Aëdes aegypti* a été maintenu constamment au-dessous de un pour cent pendant ce mois. »

Article 14

Supprimer le texte du paragraphe 3 et le remplacer par le suivant:

« 3. Tout aéroport doit disposer d'un système efficace pour évacuer et rendre inoffensives les matières fécales, les ordures ménagères, les eaux usées ainsi que les denrées alimentaires et autres matières reconnues dangereuses pour la santé publique. »

Article 20

Au paragraphe 1 de cet article, supprimer les mots: « situé dans une zone d'endémicité amarile ou de réceptivité amarile ».

Après les mots: « tout aéroport », supprimer les mots: « ainsi situé ».

Au paragraphe 2 de cet article, après les mots: « se trouvant », supprimer les mots: « dans une zone d'endémicité ou de réceptivité amariles » et les remplacer par les mots: « soit dans une circonscription infectée de fièvre jaune, soit dans le voisinage immédiat d'une telle circonscription, soit dans une zone de réceptivité amarile ».

Supprimer le paragraphe 3 de cet article.

Le paragraphe 4 de cet article devient paragraphe 3.

Article 42

Supprimer les mots: « que, lors de son passage au-dessus d'un territoire infecté, il » et les remplacer par les mots: « qu'il ».

Après les mots: « il a atterri dans », ajouter les mots: « une telle circonscription sur ».

Article 43

Supprimer cet article et le remplacer par le texte suivant:

« Les personnes arrivant à bord d'un aéronef indemne ayant atterri dans une circonscription infectée et dont les passagers, ainsi que l'equipage, se sont conformés aux conditions de l'article 34 ne sont pas considérées comme étant en provenance d'une telle circonscription. »

Article 70

Supprimer le texte de cet article et le remplacer par le suivant:

« Les administrations sanitaires font connaître à l'Organisation la zone ou les zones de leur territoire où les conditions d'une zone de

réceptivité amarile sont réalisées et rendent compte sans délai de tout changement dans ces conditions. L'Organisation transmet les informations reçues à toutes les administrations sanitaires.»

Article 73

Supprimer le texte du paragraphe 3 de cet article et le remplacer par le suivant:

« 3. Les navires ou aéronefs en provenance d'un port ou d'un aéroport où l'*Aëdes aegypti* existe encore et qui se rendent dans un port ou dans un aéroport d'où l'*Aëdes aegypti* a été éliminé, seront de même désinsectisés. »

Article 75

Au paragraphe 1 de cet article, après les mots: « peut être retenue, » ajouter les mots: «, pendant la période prescrite à l'article 74, ».

Article 96

Au paragraphe 1 de cet article, après les mots: « un navire », ajouter les mots: « de mer qui effectue un voyage international ».

Article 104

Au paragraphe 1 de cet article, supprimer les mots: « rendre plus efficace et moins gênante l'application des mesures sanitaires prévues au présent Règlement » et les remplacer par les mots: « faciliter l'application du présent Règlement ».

Article II

Le délai prévu conformément à l'Article 22 de la Constitution de l'Organisation pour formuler tous refus ou réserves est de neuf mois à compter de la date à laquelle le Directeur général aura notifié l'adoption du présent Règlement additionnel par l'Assemblée Mondiale de la Santé.

Article III

Le présent Règlement additionnel entre en vigueur le 1er octobre 1956.

Article IV

Les dispositions finales suivantes du Règlement sanitaire international s'appliquent au présent Règlement additionnel: article 106, paragraphe 3; article 107, paragraphes 1, 2 et 5; article 108; article 109, paragraphe 2, sous réserve de la substitution de la date mentionnée dans l'*Article III* du présent Règlement additionnel à celle qui figure dans ledit article 109; articles 110 à 113 inclus.

EN FOI DE QUOI le présent acte a été signé à Mexico, le 26 mai 1955.

Le Président de l'Assemblée Mondiale
de la Santé:

IGNACIO MORONES PRIETO

Le Directeur général de l'Organisation
Mondiale de la Santé:

MARCOLINO GOMES CANDAU

Pour copie conforme
Frank Gutteridge
Conseiller Juridique

BELGIUM

Atomic Energy: Cooperation for Mutual Defense Purposes

Agreement signed at Brussels May 17, 1962;
Entered into force September 5, 1962.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BELGIUM FOR COOPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES.

ACCORD DE COOPERATION ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT BELGE RELATIF A L'USAGE DE L'ENERGIE ATOMIQUE A DES FINS DE DEFENSE MUTUELLE.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BELGIUM FOR COOPERATION ON THE USES OF ATOMIC ENERGY FOR MUTUAL DEFENSE PURPOSES.

The Government of the United States of America and the Government of Belgium,

Considering that they have concluded a Mutual Defense Assistance Agreement, pursuant to which each Government will make available to the other equipment, materials, services, or other military assistance in accordance with such terms and conditions as may be agreed;

Considering that their mutual security and defense require that they be prepared to meet the contingencies of atomic warfare;

Considering that they are participating together in an international arrangement pursuant to which they are making substantial and material contributions to their mutual defense and security;

Recognizing that their common defense and security will be advanced by the exchange of information concerning atomic energy and by the transfer of certain types of equipment;

Believing that such exchange and transfer can be undertaken without risk to the defense and security of either country; and

Taking into consideration the United States Atomic Energy Act of 1954,[1] as amended, and all applicable statutes of Belgium, which were enacted or prepared with these purposes in mind;

Have agreed as follows:

ARTICLE I

GENERAL PROVISIONS

While the United States and Belgium are participating in an international arrangement for their mutual defense and security and making substantial and material contributions thereto, each Party will communicate to and exchange with the other Party information and transfer non-nuclear parts of atomic weapons systems involving Restricted Data to the other Party in accordance with the provisions of this Agreement, provided that the communicating or transferring Party determines that such cooperation will promote and will not constitute an unreasonable risk to its defense and security.

[1] 68 Stat. 919; 42 U.S.C. § 2011 note.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT BELGE RELATIF A L'USAGE DE L'ENERGIE ATOMIQUE A DES FINS DE DEFENSE MUTUELLE.

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge,

Considérant l'accord d'aide pour la défense mutuelle qu'ils ont conclu et en vertu duquel chaque Gouvernement mettra à la disposition de l'autre des équipements, du matériel, des services ou autre aide militaire, conformément aux termes et aux conditions dont ils auront convenu;

Considérant que leurs sécurité et défense mutuelles exigent qu'ils soient préparés à faire face aux différents aspects de la guerre atomique;

Considérant qu'ils sont Parties à un accord international en vertu duquel ils contribuent de façon importante et concrète à leurs défense et sécurité mutuelles;

Reconnaissant que leurs défense et sécurité mutuelles seront améliorées par un échange d'informations concernant l'énergie atomique et par une livraison de certains types d'équipements;

Convaincus que cet échange et cette livraison peuvent se faire sans risques pour la défense et la sécurité des deux pays; et,

Tenant compte de la loi des Etats-Unis sur l'Energie Atomique, de 1954, ainsi qu'elle a été amendée et de tous les règlements belges applicables en la matière, mis en vigueur ou qui ont été élaborés dans ce domaine;

Sont convenus de ce qui suit:

Article I

DISPOSITIONS GENERALES

Aussi longtemps que les Etats-Unis et la Belgique sont Parties à un Accord international pour leur défense et leur sécurité mutuelles et qu'ils y contribuent d'une façon importante et concrète, chaque Partie conformément aux dispositions du présent Accord communiquera à l'autre Partie ou échangera avec elle des informations, lui livrera des parties non-nucléaires de systèmes d'armes atomiques y compris des éléments dont la communication est réglementée, cela pour autant que la Partie qui fait cette communication ou cette livraison estime que cette coopération renforcerait sa défense et sa sécurité sans constituer un risque déraisonnable pour celles-ci.

Article II

EXCHANGE OF INFORMATION

Each Party will communicate to or exchange with the other Party such classified information as is jointly determined to be necessary to:

A. the development of defense plans;

B. the training of personnel in the employment of and defense against atomic weapons and other military applications of atomic energy;

C. the evaluation of the capabilities of potential enemies in the employment of atomic weapons and other military applications of atomic energy; and

D. the development of delivery systems compatible with the atomic weapons which they carry.

Article III

TRANSFER OF NON-NUCLEAR PARTS OF ATOMIC WEAPONS SYSTEMS

The Government of the United States will transfer to the Government of Belgium, subject to terms and conditions to be agreed, non-nuclear parts of atomic weapons systems involving Restricted Data as such parts are jointly determined to be necessary for the purpose of improving Belgium's state of training and operational readiness.

Article IV

CONDITIONS

A. Cooperation under this Agreement will be carried out by each of the Parties in accordance with its applicable laws.

B. Under this Agreement there will be no transfer by either Party of atomic weapons, non-nuclear parts of atomic weapons, or special nuclear materials.

C. The information communicated or exchanged, or non-nuclear parts of atomic weapons systems transferred, by either Party pursuant to this Agreement shall be used by the recipient Party exclusively for the preparation or implementation of defense plans in the mutual interests of the two countries.

D. Nothing in this Agreement shall preclude the communication or exchange of classified information which is transmissible under other arrangements between the Parties.

ARTICLE II

ECHANGE D'INFORMATIONS

Chaque Partie communiquera à l'autre Partie ou échangera avec elle les informations classifiées considérées de commun accord comme étant nécessaires:

A. au développement des plans de défense;

B. à l'instruction du personnel pour l'emploi des armes atomiques et des autres applications militaires de l'énergie atomique et pour la défense contre elles;

C. à l'évaluation des capacités d'ennemis éventuels dans l'emploi des armes atomiques et autres applications militaires de l'énergie atomique; et,

D. au développement des systèmes de livraison adaptés aux armes atomiques qu'ils transportent.

ARTICLE III

LIVRAISON DE PARTIES NON-NUCLEAIRES DE SYSTEMES D'ARMES ATOMIQUES

Le Gouvernement des Etats-Unis livrera au Gouvernement belge, aux termes et conditions à convenir, des parties non-nucléaires de systèmes d'armes atomiques y compris des éléments dont la communication est réglementée lorsqu'elles seront considérées de commun accord comme nécessaires à l'amélioration de l'entraînement et de la préparation opérationnelle belges.

ARTICLE IV

CONDITIONS

A. La coopération prévue par le présent Accord sera exécutée par chaque Partie en conformité avec ses lois en la matière.

B. En vertu de cet Accord, aucune des Parties ne procèdera à la livraison d'armes atomiques, de parties non-nucléaires d'armes atomiques, ou de matériaux spéciaux nucléaires.

C. Les informations communiquées ou échangées, ou les parties non-nucléaires de systèmes d'armes atomiques livrées par l'une des Parties, en vertu de cet Accord, seront employées par la Partie bénéficiaire exclusivement à la préparation ou à l'exécution de plans de défense dans l'intérêt mutuel des deux pays.

D. Aucune disposition du présent Accord n'empêchera la communication ou l'échange d'informations classifiées dont la transmission est prévue par d'autres accords entre les deux Parties.

Article V

GUARANTEES

A. Classified information and non-nuclear parts of atomic weapons systems communicated or transferred pursuant to this Agreement shall be accorded full security protection under applicable security arrangements between the Parties and applicable national legislation and regulations of the Parties. In no case shall either Party maintain security standards for safeguarding classified information, and non-nuclear parts of atomic weapons systems, made available pursuant to this Agreement less restrictive than those set forth in the applicable security arrangements in effect on the date this Agreement comes into force.

B. Classified information communicated or exchanged pursuant to this Agreement will be made available through channels existing or hereafter agreed for the communication or exchange of such information between the Parties.

C. Classified information, communicated or exchanged, and any non-nuclear parts of atomic weapons systems transferred pursuant to this Agreement shall not be communicated, exchanged or transferred by the recipient Party or persons under its jurisdiction to any unauthorized persons or, except as provided in Article VI of this Agreement, beyond the jurisdiction of that Party. Each Party may stipulate the degree to which any of the information and non-nuclear parts of atomic weapons systems communicated, exchanged or transferred by it or persons under its jurisdiction pursuant to this Agreement may be disseminated or distributed; may specify the categories of persons who may have access to such information or non-nuclear parts of atomic weapons systems; and may impose such other restrictions on the dissemination or distribution of such information or non-nuclear parts of atomic weapons systems as it deems necessary.

Article VI

DISSEMINATION

Nothing in this Agreement shall be interpreted or operate as a bar or restriction to consultation or cooperation in any field of defense by either Party with other nations or international organizations. Neither Party, however, shall so communicate classified information or transfer or permit access to or use of non-nuclear parts of atomic weapons systems made available by the other Party pursuant to this Agreement unless:

ARTICLE V

GARANTIES

A. Les informations classifiées et les parties non-nucléaires de systèmes d'armes atomiques, communiquées ou livrées en exécution du présent Accord recevront pleine protection dans le domaine de la sécurité, en application des arrangements de sécurité conclus entre les Parties, de leur législation et des règlements nationaux applicables en la matière. De toute façon, aucune des Parties ne pourra appliquer des critères de sécurité établis en vue de la sauvegarde des informations classifiées et des parties non-nucléaires de systèmes d'armes atomiques, rendus applicables en vertu du présent Accord, qui seraient moins stricts que ceux prévus par les arrangements de sécurité régissant cette matière à la date de l'entrée en vigueur du présent Accord.

B. Les informations classifiées communiquées ou échangées en vertu de cet Accord seront mises à la disposition de l'autre Partie par les circuits utilisés ou convenus ci-après pour la communication ou l'échange de ces informations entre les Parties.

C. Les informations classifiées communiquées ou échangées et les parties non-nucléaires de systèmes d'armes atomiques livrées en vertu du présent Accord, ne pourront être communiquées, échangées ou livrées par la Partie bénéficiaire ou des personnes sous sa juridiction, à toute personne non autorisée à les recevoir ou ne tombant pas sous la juridiction de cette Partie sauf dans le cas prévu à l'article VI du présent Accord. Chaque Partie peut stipuler dans quelle mesure une information et une partie non-nucléaire de systèmes d'armes atomiques communiquées, échangées ou livrées en vertu du présent Accord, par elle ou par des personnes sous sa juridiction, peuvent être diffusées ou distribuées; elle peut déterminer la catégorie des personnes pouvant avoir accès à ces informations ou aux parties non-nucléaires de systèmes d'armes atomiques, elle peut imposer toutes autres restrictions qu'elle estimerait nécessaires à la diffusion ou à la distribution de ces informations ou parties non-nucléaires de systèmes d'armes atomiques.

ARTICLE VI

DIFFUSION

Rien dans le présent Accord ne sera interprété ou ne constituera un empêchement ou une restriction à la consultation ou la coopération d'une des Parties avec d'autres nations ou avec des organisations internationales dans aucun domaine de la défense; aucune Partie ne communiquera cependant des informations classifiées, ne livrera ni ne donnera en usage des parties non-nucléaires de systèmes d'armes atomiques mises à sa disposition en vertu du présent Accord par l'autre Partie sans que:

A. It is notified by the originating Party that all appropriate provisions and requirements of the originating Party's applicable laws, including authorization by competent bodies of the originating Party, have been complied with which would be necessary to authorize the originating Party directly so to communicate to, transfer to, permit access to or use by such other nation or international organization; and further that the originating Party authorizes the recipient Party so to communicate to, transfer to, permit access to or use by such other nation or international organization; or

B. The originating Party has informed the recipient Party that the originating Party has so communicated to, transferred to, permitted access to or use by such other nation or international organization.

Article VII

CLASSIFICATION POLICIES

Agreed classification policies shall be maintained with respect to all classified information and non-nuclear parts of atomic weapons systems communicated, exchanged or transferred under this Agreement.

Article VIII

RESPONSIBILITY FOR USE OF INFORMATION AND NON-NUCLEAR PARTS OF ATOMIC WEAPONS SYSTEMS.

The application or use of any information (including design drawings and specifications) or non-nuclear parts of atomic weapons systems communicated, exchanged or transferred under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not provide any indemnity or warranty with respect to such application or use.

Article IX

PATENTS

The recipient Party shall use the classified information communicated, or revealed by equipment transferred hereunder, for the purposes specified herein only. Any inventions or discoveries resulting from possession of such information on the part of the recipient Party or persons under its jurisdiction shall be made available to the other Party for all purposes without charge in accordance with such arrangements as may be agreed and shall be safeguarded in accordance with the provisions of Article V of this Agreement.

A. Il soit notifié par la Partie d'origine qu'il a été satisfait à toutes les dispositions et conditions requises par ses lois applicables en la matière y compris l'autorisation de ses pouvoirs compétents dans la mesure prescrite pour permettre à cette Partie de communiquer, de livrer ou de donner accès ou usage à une autre nation ou à une organisation internationale; en outre, que la Partie d'origine autorise la Partie bénéficiaire à communiquer, à livrer, à donner accès ou usage à cet autre pays ou organisation internationale; ou

B. La Partie d'origine ait informé la Partie bénéficiaire que la Partie d'origine a communiqué, livré ou permis l'accès ou l'usage à cette autre nation ou organisation internationale.

Article VII

DISPOSITIONS CONCERNANT LA CLASSIFICATION

Les dispositions convenus de commun accord concernant la classification seront observées à l'égard de toute information classifiée et à l'égard des parties non-nucléaires de systèmes d'armes atomiques communiquées, échangées ou livrées en vertu du présent Accord.

Article VIII

RESPONSABILITE CONCERNANT L'USAGE DES INFORMATIONS ET DES PARTIES NON-NUCLEAIRES DE SYSTEMES D'ARMES ATOMIQUES

La responsabilité de l'utilisation ou l'usage de toute information (y compris les dessins et les spécifications) ou de parties non-nucléaires de systèmes d'armes atomiques communiquées, échangées ou livrées en vertu du présent Accord incombera à la Partie bénéficiaire et l'autre Partie n'aura à accorder aucune indemnité ou garantie pour cette utilisation ou cet usage.

Article IX

BREVETS

La Partie bénéficiaire utilisera les informations classifiées qui lui ont été communiquées ou qu'elle a obtenues par l'équipement qui lui a été livré en vertu du présent Accord uniquement aux fins stipulées par celui-ci. Toute invention ou découverte résultant de la possession de ces informations par la Partie bénéficiaire ou par des personnes tombant sous sa juridiction sera mise à la disposition de l'autre Partie, à toutes fins, sans redevance, conformément aux arrangements qui pourraient être conclus; elle sera protégée conformément aux dispositions de l'article V de cet Accord.

ARTICLE X

DEFINITIONS

For the purposes of this Agreement:

A. "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

B. "Classified information" means information, data, materials, services, or any other matter with the security designation of "Confidential" or higher applied under the legislation or regulations of either the United States or Belgium, including that designated by the Government of the United States as "Restricted Data" or "Formerly Restricted Data" and that designated by the Government of Belgium as "Atomic".

C. "Non-nuclear parts of atomic weapons" means parts of atomic weapons which are specially designed for them and are not in general use in other end products and which are not made of, in whole or in part, special nuclear material; and non-nuclear parts of atomic weapons systems involving Restricted Data" means parts of atomic weapons systems, other than non-nuclear parts of atomic weapons, which contain or reveal atomic information and which are not made of, in whole or in part, special nuclear material.

D. As used in this Agreement, the term "atomic information" means:

1. So far as concerns information provided by the Government of the United States, information which is designated "Restricted Data" and "Formerly Restricted Data."
2. So far as concerns information provided by the Government of Belgium, information which is designated "Atomic".

ARTICLE X

DEFINITIONS

Aux fins du présent Accord:

A. Par "arme atomique", on entend tout engin utilisant l'énergie atomique à l'exclusion du moyen de transport ou de propulsion de l'engin (lorsque ceux-ci sont une partie séparable et distincte de l'engin), et dont le but principal est l'emploi, ou le développement d'une arme, d'un prototype d'arme ou d'un engin d'essai.

B. Par "information classifiée", on entend les informations, les données, les matériaux, les services ou tout autre élément portant la mention de sécurité "confidentiel" ou une mention plus élevée en vertu de la législation ou des règlements des Etats-Unis, ou de la Belgique, y compris celle mentionnée par le Gouvernement des Etats-Unis comme "Restricted Data" ou "Formerly Restricted Data" et celle mentionnée par le Gouvernement belge comme "Atomique".

C. Par "parties non-nucléaires d'armes atomiques", on entend les parties des armes atomiques qui sont spécialement conçues pour ces armes et ne sont généralement pas employées dans d'autres produits finis et qui ne sont pas faites en entier ou en partie de matériaux nucléaires spéciaux; et par "parties non-nucléaires de systèmes d'armes atomiques y compris des éléments dont la communication est réglementée", on entend les parties de systèmes d'armes atomiques autres que les parties non-nucléaires d'armes atomiques, qui contiennent ou révèlent des informations atomiques et qui ne sont pas faites, en entier ou en partie, de matériaux nucléaires spéciaux.

D. Les termes "informations atomiques", employés dans le présent Accord, signifient:

1. Pour autant qu'il s'agisse d'informations fournies par les Etats-Unis, les informations portant la mention "Restricted Data" ou "Formerly Restricted Data".

2. Pour autant qu'il s'agisse d'informations fournies par le Gouvernement belge, les informations portant la mention "atomique".

ARTICLE XI

DURATION

This Agreement shall enter into force[1] on the date on which each Government shall have received from the other Government written notification that it has complied with all legal requirements for the entry into force of this Agreement, and shall remain in force until terminated by agreement of both Parties except that either Party may terminate its cooperation under Articles II or III upon the expiration of the North Atlantic Treaty.[2]

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

DONE at Brussels, in duplicate, in the English and French languages, both texts being equally authentic, this 17th day of May, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DOUGLAS MACARTHUR II

FOR THE GOVERNMENT OF BELGIUM:

P. H. SPAAK [SEAL]

[1] Sept. 5, 1962.

[2] TIAS 1964; 63 Stat. (pt. 2) 2241.

ARTICLE XI

DUREE

Le présent Accord entrera en vigueur à la date à laquelle chaque Gouvernement aura reçu de l'autre Gouvernement, la notification écrite que toutes les exigences légales pour la mise en vigueur de cet Accord ont été remplies; il restera en vigueur jusqu'à ce qu'il y soit mis fin de commun accord; chaque Partie peut toutefois mettre fin à sa coopération prévue par les Articles II ou III, à l'expiration du Traité de l'Atlantique Nord.

EN VERTU DE QUOI les soussignés, dûment autorisés ont signé le présent Accord.

FAIT à Bruxelles, en deux exemplaires, en langues anglaise et française, les deux textes faisant également foi, le 17 mai 1962.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE,

DOUGLAS MACARTHUR II

POUR LE GOUVERNEMENT BELGE,

P. H. SPAAK

GUATEMALA

Investment Guaranties

Agreement effected by exchange of notes
Signed at Guatemala August 9, 1960;
Entered into force August 29, 1962.
With related exchange of notes
Signed at Guatemala August 23 and 27, 1962.

The American Ambassador to the Guatemalan Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Guatemala, August 9, 1960.

No. 17

EXCELLENCY:

As a result of negotiations that have taken place between our Governments, and with the desire to strengthen the friendly relations happily existing between our two countries, and to promote the investment in Guatemala of private capital originating in the United States of America which could stimulate the Guatemalan economy and increase its production as well as trade between the two Republics, I take pleasure in proposing the following agreement to Your Excellency's Government:

1.– The Governments of the United States of America and of Guatemala, at the request of either of them, shall consult and exchange information with respect to projects for investments of substantially United States capital in the Republic of Guatemala proposed by citizens of the United States of America and specifically containing a request for governmental guaranties which may be authorized by the Government of the United States of America pursuant to its legislation, in order to insure investors against losses resulting from inconvertibility or expropriation.

2.– The Government of the United States of America or any official agency which may be designated for this purpose, shall not authorize the guaranties referred to in the preceding paragraph for any project which has not had the prior written approval of the Government of Guatemala.

3.– If the Government of the United States of America makes payment in dollars to any person under the guaranty relating to

inconvertibility the Government of Guatemala shall recognize the transfer to the Government of the United States of America of any amounts in quetzales, or credits in quetzales, on account of which such payment has been made, and the subrogation of the Government of the United States of America to any right of the investor which existed in relation to such amounts or credits.

4.– If the Government of the United States of America makes payment in dollars to any person under the guaranty relating to expropriation, the Government of Guatemala shall recognize, by that act, the transfer to the Government of the United States of America of any right, title, or interest of such person resulting from the investment on account of which such payment was made, and the subrogation of the Government of the United States of America to any action or claim that such person may have or that may exist in connection therewith. It is understood that the transfer and subrogation to which the present paragraph refers shall terminate automatically upon payment by the Government of Guatemala which is accepted by the Government of the United States of America as the appropriate indemnity as a result of direct negotiation, or upon payment by the Government of Guatemala pursuant to an arbitral award.

5.– The Government of the United States of America shall immediately notify the Government of Guatemala, in writing, of all payments made according to the aforementioned paragraphs. Any sums in quetzales acquired by the Government of the United States of America in accordance with the transfers or subrogations which have been mentioned in the aforementioned paragraphs shall receive treatment no less favorable than that received by funds of any citizens of the United States of America in comparable situations. These funds shall be at the free disposition of the Government of the United States of America for administrative expenditures in Guatemala.

6.– Any claim against the Government of Guatemala to which the Government of the United States of America has been subrogated pursuant to the provisions of this Agreement shall be the subject of direct negotiations between the two Governments. Such claim shall be settled or adjudicated in accordance with recognized principles of law.

7.– Arbitration Agreement. In the event that no agreement can be reached within a reasonable time through the direct negotiations referred to in the preceding paragraph, the Governments of the United States of America and of Guatemala agree on the following procedure:

I. The claim shall be submitted to an Arbitration Tribunal when either signatory Government so requests of the other.

II. The request for arbitration must be made in writing.

III. The Arbitration Tribunal shall be set up as follows:

a) Each Government shall appoint an arbitrator within a period of two months from the date on which the request for arbitration is received;

b) If at the end of the two-month period mentioned in the preceding clause one of the Governments has not appointed its arbitrator, the Government that has made its appointment may request the President of the International Court of Justice to appoint the second arbitrator;

c) Within a period of one month from the date on which the second arbitrator has been appointed, the two arbitrators shall appoint a third member, who shall act as President of the Tribunal;

d) If at the end of the one-month period referred to in the preceding clause the two arbitrators have not yet appointed the third member of the Arbitration Tribunal, this third member shall be a person appointed by the President of the International Court of Justice at the request of either Government.

IV. The matters for arbitration shall be as follows:

a) Any claim to which the Government of the United States of America has been subrogated as a result of payments covered by the guaranty relating to inconvertibility referred to in this Agreement;

b) Any claim to which the Government of the United States of America has been subrogated as a result of payments covered by the guaranty relating to expropriation referred to in this Agreement.

V. The bases for arbitration shall be as follows:

a) The Arbitration Tribunal shall set a period of three months for filing the claim, and the defendant shall be given a like period for answering;

b) The parties shall submit their evidence together with the claim and the reply;

c) In order better to decide the case, the Arbitration Tribunal may request any documents it deems necessary, or order any steps taken which it considers appropriate; for this purpose it shall fix a maximum period of three months;

d) The decision of the Arbitration Tribunal shall be final and non-appealable.

8.– The present note and Your Excellency's reply of the same date constitute an agreement between the Government of the United States of America and the Government of Guatemala which shall enter into force [1] on the date of a note in which the Government of Guatemala informs the Government of the United States of America that the present Agreement has been ratified in conformity with the constitutional procedures of the Republic of Guatemala.

9.– The present Agreement shall remain in force until the expiration of a period of ninety days from the date on which either Government gives the other written notice of its intention to consider the Agreement terminated.

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[1] Aug. 29, 1962.

10.- All obligations, rights or actions arising from the present Agreement prior to its termination shall remain in force beyond the date of termination of the present Agreement until all obligations in connection with any guaranties issued by the Government of the United States of America in accordance with the present Agreement shall have been discharged.

11.- The present Agreement shall replace and terminate the Agreement between our two Governments, on the same subject, concluded by an exchange of notes of March 23, 1955; Provided that, all obligations, rights, or actions arising from that Agreement prior to its termination shall remain in force beyond the date of termination of that Agreement until all obligations in connection with any guaranties issued by the Government of the United States of America in accordance with the said Agreement of March 23, 1955 shall have been discharged.

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

JOHN J. MUCCIO

His Excellency
JESÚS UNDA MURILLO,
Minister of Foreign Relations,
Guatemala.

The Guatemalan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA
SECCION DIPLOMATICA
DIRECCION DE TRATADOS
II-5/Am. 10

18460 GUATEMALA, *9 de agosto de 1960*

EXCELENCIA:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia, número 17, de esta misma fecha, por la que, como resultado de las negociaciones habidas entre nuestros Gobiernos, y con el deseo de fortalecer las amistosas relaciones que felizmente existen entre los dos países, y de fomentar la inversión en Guatemala de capitales privados originarios de los Estados Unidos de América que puedan estimular la economía guatemalteca, incrementar su producción y el intercambio comercial entre las dos Repúblicas, el Ilustrado Gobierno de Vuestra Excelencia se sirve proponer al Gobierno de Guatemala el siguiente Acuerdo:

1.- Los Gobiernos de Guatemala y de los Estados Unidos de América, a petición de cualquiera de ellos, llevarán a cabo consultas e inter-

cambio de informaciones en relación a proyectos para inversiones de capitales substancialmente estadounidenses en la República de Guatemala, propuestos por ciudadanos de los Estados Unidos de América, que contengan específicamente una solicitud de garantías estatales que pueda otorgar el Gobierno de los Estados Unidos de América de conformidad con su legislación, para asegurar a los inversionistas contra pérdidas resultantes de inconvertibilidad o de expropiación.

2.– El Gobierno de los Estados Unidos de América o cualquier organismo oficial que pueda ser designado para ese efecto, no otorgará las garantías a que se refiere el párrafo anterior a ningún proyecto que no tenga la aprobación previa y por escrito del Gobierno de Guatemala.

3.– En caso de que el Gobierno de los Estados Unidos de América efectúe pagos en dólares a cualquier persona en virtud de la garantía relativa a inconvertibilidad, el Gobierno de Guatemala reconocerá la transferencia al Gobierno de los Estados Unidos de América de cualquier cantidad de quetzales, o créditos en quetzales, por cuenta de los cuales se haya efectuado tal pago, y la subrogación en favor del Gobierno de los Estados Unidos de América de cualquier derecho del inversionista que exista en relación a dichas cantidades o créditos.

4.– Si por razón de la garantía relativa a la expropiación, el Gobierno de los Estados Unidos de América efectúa pagos en dólares a cualquier persona, el Gobierno de Guatemala reconocerá, por ese mismo hecho, la transferencia al Gobierno de los Estados Unidos de América, de todo derecho, título o interés que esa persona pudiera tener, proveniente de la inversión por la cual el pago fué realizado, y la subrogación del Gobierno de los Estados Unidos de América en cualquiera acción por reclamo que la indicada persona pudiera tener o que existiera en relación con los mismos. Es entendido que la transferencia y la subrogación a que se refiere el presente párrafo terminarán automáticamente, en el momento en que el Gobierno de Guatemala efectúe el pago, como resultado de negociación directa, que sea aceptado por el Gobierno de los Estados Unidos de América como la indemnización, o en el momento en que el Gobierno de Guatemala efectúe el pago en ejecución de un fallo arbitral.

5.– El Gobierno de los Estados Unidos de América comunicará inmediatamente, por escrito, al Gobierno de Guatemala, todo pago que haya efectuado de conformidad con los párrafos anteriores. Cualquier suma en quetzales adquirida por el Gobierno de los Estados Unidos de América conforme a las transferencias o subrogaciones que se indican en los párrafos anteriores gozará de trato no menos favorable que el que reciben los fondos de cualquier ciudadano de los Estados Unidos de América que se encuentren en

situaciones análogas. Esos fondos estarán a la libre disposición del Gobierno de los Estados Unidos de América para gastos administrativos en Guatemala.

6.– Cualquier reclamo en contra del Gobierno de Guatemala en que se hubiese subrogado el Gobierno de los Estados Unidos de América conforme a las estipulaciones de este Acuerdo, quedará sujeto a negociaciones directas entre los dos Gobiernos. Tal reclamo se decidirá o adjudicará de conformidad con los principios establecidos por la ley.[1]

7.– Compromiso Arbitral.– Los Gobiernos de Guatemala y de los Estados Unidos de América, para el caso de que dentro de un tiempo razonable no se pudiera llegar a ningún acuerdo por medio de las negociaciones directas a que se refiere el párrafo anterior, contraen el siguiente compromiso:

I.– La reclamación será sometida a un Tribunal de Arbitraje, cuando cualquiera de los Gobiernos signatarios lo solicite al otro.

II.– La solicitud de arbitraje deberá formularse por escrito.

III.– El Tribunal de Arbitraje se integrará de la siguiente manera:

a) Cada Gobierno designará un Arbitro, dentro del término de dos meses contados a partir de la fecha en que se haya recibido la solicitud de Arbitraje;

b) Si después de transcurrido el término de dos meses a que se refiere el párrafo anterior, uno de los Gobiernos no hubiere designado su Arbitro, el Gobierno que lo haya hecho podrá solicitar al Presidente de la Corte Internacional de Justicia que designe el segundo Arbitro;

c) Dentro del término de un mes, contado a partir de la fecha en que haya sido designado el segundo Arbitro, los dos Arbitros nombrados deberán, a su vez, designar un tercer miembro que tendrá el carácter de Presidente del Tribunal;

d) Si después de transcurrido el término de un mes a que se refiere el párrafo anterior, los dos Arbitros nombrados no hubieren designado el tercer miembro del Tribunal de Arbitraje, éste tercer miembro será el que designe el Presidente de la Corte Internacional de Justicia a solicitud de cualquiera de los Gobiernos.

IV.– Las materias del Arbitraje serán las siguientes:

a) Cualquier reclamación en que se hubiese subrogado el Gobierno de los Estados Unidos de América como resultado

[1] See exchange of notes, *post*, p. 2017.

de los pagos cubiertos por la garantía relativa a inconvertibilidad a que se refiere el presente Acuerdo;

b) Cualquier reclamación en que se hubiese subrogado el Gobierno de los Estados Unidos de América como resultado de los pagos cubiertos por la garantía relativa a expropiación a que se refiere el presente Acuerdo.

V.– Las bases del Arbitraje serán las siguientes:

a) El Tribunal de Arbitraje señalará un plazo de tres meses para que se presente la demanda, de la cual dará audiencia a la parte demandada por otro término igual;

b) Las partes presentarán sus respectivas pruebas juntamente con la demanda y la contestación;

c) El Tribunal de Arbitraje podrá pedir, para mejor resolver, la documentación que estime necesaria o disponer que se practiquen las diligencias que estime convenientes; para el efecto fijará un término máximo de tres meses;

d) El laudo del Tribunal de Arbitraje será definitivo e inapelable.

8.– La presente nota y la de Vuestra Excelencia, de esta misma fecha, constituyen un Acuerdo entre el Gobierno de Guatemala y el de los Estados Unidos de América que entrará en vigor en la fecha de una nota en que el Gobierno de Guatemala notifique al Gobierno de los Estados Unidos de América que el presente Acuerdo ha sido ratificado de conformidad con los procedimientos constitucionales de la República de Guatemala.

9.– El presente Acuerdo permanecerá en vigencia hasta que hayan transcurrido noventa días a partir de la fecha en que uno de los Gobiernos haya comunicado por escrito al otro, su intención de darlo por terminado.

10.– Todas las obligaciones, derechos o acciones emanadas del presente Acuerdo con anterioridad a su terminación, continuarán en vigencia después de la fecha de la terminación del presente Acuerdo hasta que se hubiesen cumplido todas las obligaciones relacionadas con cualquier garantía otorgada por el Gobierno de los Estados Unidos de América de conformidad con este Acuerdo.

11.– El presente Acuerdo sustituirá y dará por terminado el Acuerdo celebrado entre nuestros dos Gobiernos, sobre la misma materia, mediante el canje de notas de 23 de marzo de 1955. Sin embargo, todas las obligaciones, derechos o acciones emanadas de ese Acuerdo con anterioridad a su terminación, continuarán en vigencia después de la fecha de la terminación de ese Acuerdo hasta que se hubiesen cumplido todas las obligaciones relacionadas con cualquier garantía otorgada por el Gobierno de los Estados Unidos de América de conformidad con dicho Acuerdo del 23 de marzo de 1955.

Me complace hacer del conocimiento de Vuestra Excelencia, que el Gobierno de Guatemala acepta, en todas sus partes, el Acuerdo que se sirve proponer el Ilustrado Gobierno de los Estados Unidos de América, en los términos que figuran en la presente nota y que son los mismos que se expresan en la nota de Vuestra Excelencia, número 17, a que he tenido el honor de referirme.

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

J UNDA MURILLO.

[SEAL]

Excelentísimo Señor JOHN JOSEPH MUCCIO,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos
de América,
Ciudad.-

Translation

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA
DIPLOMATIC SECTION
TREATY OFFICE
II-5/Am. 10

18460 GUATEMALA, *August 9, 1960*

EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note No. 17, of today's date, in which, as a result of negotiations that have taken place between our Governments, and with the desire to strengthen the friendly relations happily existing between our two countries, and to promote the investment in Guatemala of private capital originating in the United States of America that can stimulate the Guatemalan economy and increase its production as well as trade between the two Republics, Your Excellency's Government is pleased to propose the following Agreement to the Government of Guatemala:

[For the English language text of paragraphs 1–5, see *ante*, pp. 2008, 2009.]

6. Any claim against the Government of Guatemala to which the Government of the United States of America has been subrogated pursuant to the provisions of this Agreement shall be the subject of direct negotiations between the two Governments. Such claim shall be settled or adjudicated in accordance with the principles established by law.[1]

[1] See exchange of notes, *post*, p. 2017.

[For the English language text of paragraphs 7–11, see *ante*, pp. 2009, 2010, 2011.]

I am happy to inform Your Excellency that the Government of Guatemala accepts every part of the Agreement which the Government of the United States has been good enough to propose, in the terms contained in this note, which are the same as those of Your Excellency's note No. 17 to which I have had the honor to refer.

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

[SEAL] J UNDA MURILLO.

His Excellency
JOHN JOSEPH MUCCIO,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Guatemala.

The Guatemalan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA
SECCION DIPLOMATICA
DIRECCION DE TRATADOS
II-5/Am. 10

20566 GUATEMALA, *23 de agosto de 1962*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia en relación al Acuerdo sobre Garantías de Inversiones formalizado entre nuestros dos Gobiernos por el canje de notas de fecha 9 de agosto de 1960.

En la parte final de la Cláusula 6 de la versión inglesa del Acuerdo, contenida en la nota de esa Embajada número 17, se dice: "Such claim shall be settled or adjudicated in accordance with recognized principles of law". En la versión española, contenida en la nota de este Ministerio número 18460, esta frase fué traducida así: "Tal reclamo se decidirá o adjudicará de conformidad con los principios establecidos por la Ley".

En opinión de mi Gobierno, esta frase en español debe leerse así: "Tal reclamo se decidirá o adjudicará de conformidad con principios reconocidos de Derecho."

En el caso de que el Ilustrado Gobierno de Vuestra Excelencia estuviere de acuerdo en que esta es la traducción correcta al español de esa frase, esta nota y la de respuesta de Vuestra Excelencia serán consideradas como un acuerdo que enmienda, en el sentido indicado, la frase final de la citada Cláusula 6 del texto español del Acuerdo a que me refiero.

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

J UNDA MURILLO.

Excelentísimo Señor JOHN O. BELL,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad.-

Translation

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA
DIPLOMATIC DIVISION
TREATY SECTION
II-5/Am. 10

20566 GUATEMALA, *August 23, 1962*

MR. AMBASSADOR:

I have the honor to address Your Excellency with reference to the Investment Guaranty Agreement formalized between our two Governments by the exchange of notes dated August 9, 1960.

The last part of Clause 6 of the English version of the Agreement, contained in your Embassy's note No. 17, reads: "Such claim shall be settled or adjudicated in accordance with recognized principles of law." In the Spanish version, contained in this Ministry's note No. 18460, this sentence was translated as follows: "Tal reclamo se decidirá o adjudicará de conformidad con los principios establecidos por la Ley." [1]

In the opinion of my Government, this sentence should read as follows in Spanish: "Tal reclamo se decidirá o adjudicará de conformidad con principios reconocidos de Derecho." [2]

In the event that Your Excellency's Government agrees that this is the correct Spanish translation of that sentence, this note and Your Excellency's note in reply shall be considered an agreement amending, as indicated, the last sentence of Clause 6 of the Spanish text of the Agreement to which I refer.

[1] "Such claim shall be settled or adjudicated in accordance with the principle established by law."

[2] "Such claim shall be settled or adjudicated in accordance with recognized principles of law."

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

J UNDA MURILLO.

His Excellency
JOHN O. BELL,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

The American Ambassador to the Guatemalan Minister of Foreign Relations

No. 34 GUATEMALA, *August 27, 1962*

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 20566 of August 23, 1962, regarding the Investment Guaranty Agreement of August 9, 1960.

My Government has authorized me to state that it is in agreement with Your Government that the correct Spanish language version of the last sentence of Article 6 of the Agreement should read: "Tal reclamo se decidirá o adjudicará de conformidad con los principios reconocidos de Derecho." The exchange of notes accomplished by Your Excellency's note No. 20566 and this note therefore constitute, as Your Excellency proposed, an agreement to amend the last sentence of Article 6 in the Spanish version of the Investment Guaranty Agreement in the sense indicated above.

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

JOHN O. BELL

His Excellency
JESUS UNDA MURILLO,
Minister for Foreign Relations,
Guatemala.

REPUBLIC OF THE CONGO

Agricultural Commodities [1]

Agreement amending the agreement of November 18, 1961, as amended.
Effected by exchange of notes
Dated at Léopoldville May 23 and June 8, 1962;
Entered into force June 8, 1962.

The American Ambassador to the Congolese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Leopoldville, May 23, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of the Congo signed November 18, 1961,[2] as Amended May 11, 1962,[3] and propose that this Agreement be further amended as follows:

The total value of the Agreement, as amended, of $11.42 million is increased to $12.16 million through an increase in the amount for milled rice from $2.8 million to $3.48 million and the amount for ocean transportation from $1.2 million to $1.26 million.

With reference to Article II, paragraph 2, of the Agreement, it is understood that the Government of the United States of America will inform the Secretary General of the United Nations of the additional financing provided through this amendment for projects to promote economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

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

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[1] Also TIAS 5164, 5182, 5221; *post*, pp. 2079, 2181, 2559.
[2] TIAS 4925; 12 UST 3202.
[3] TIAS 5069; *ante*, p. 1241.

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

EDMUND A. GULLION

His Excellency
JUSTIN BOMBOKO,
Minister of Foreign Affairs,
Leopoldville.

The Congolese Ministry of Foreign Affairs to the American Embassy

RÉPUBLIQUE DU CONGO
Cabinet du Ministre des Affaires Etrangères

(1) N° 12/130/667/Cab/AE

LÉOPOLDVILLE, *le 8 juin 1962*

NOTE VERBALE.-

Le Ministère des Affaires Etrangères de la Republique du Congo présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Léopoldville et a l'honneur de porter à sa connaissance la modification de l'accord intervenu entre le Gouvernement des Etats-Unis et celui de la Republique le 18 novembre 1961 dans les termes suivants:

Le montant total de l'accord relatif à la livraison de tonnes de riz est porté de 11,42 à 12,16 millions de dollars par un accroissement pour le riz usiné de 2,8 à 3,45 millions de dollars et le montant du transport maritime de 1,2 à 1,26 millions.

Le département des Affaires Etrangères de la Republique profite de cette occasion pour renouveller à l'Ambassade des Etats-Unis l'expression de sa plus haute considération.

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(1) Rappeler dans la réponse la date et le numéro. [Footnote in the original.]

Translation

REPUBLIC OF THE CONGO
Office of the Minister
of Foreign Affairs

(1) No. 12/130/667/Cab/AE

LÉOPOLDVILLE, *June 8, 1962*

NOTE VERBALE

The Ministry of Foreign Affairs of the Republic of the Congo presents its compliments to the Embassy of the United States of America at Léopoldville and has the honor to inform it of the amendment of the Agreement concluded between the Government of the United States and the Government of the Republic on November 18, 1961 as follows:

The total value of the Agreement relating to the delivery of tons of rice is increased from 11.42 to 12.16 million dollars by an increase for milled rice from 2.8 to 3.45 million [*] dollars and in the amount for ocean transportation from 1.2 to 1.26 million.

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

[Initialed]

[SEAL]

(1) In replying refer to date and number. [Footnote in the original.]
*Should read "3.48 million".

MEXICO

Migratory Workers: Mexican Agricultural Workers

Agreement amending and extending the agreement of August 11, 1951, as amended and extended, and including joint interpretations of 1961.
Effected by exchange of notes
Signed at México December 29, 1961;
Entered into force February 1, 1962.

The American Ambassador to the Mexican Minister of Foreign Relations

No. 709 MEXICO, D.F., *December 29, 1961.*

EXCELLENCY:

I have the honor to refer to the Migrant Labor Agreement of 1951, [1] as amended, now in effect between our Governments, and to propose to Your Excellency's Government that this Agreement be extended [2] for a period of one year and eleven months, beginning February 1, 1962, subject to the following changes:

Article 1(b) (2) is amended to read as follows:

(2) An association, or other group of employers.

Article 1(c) is amended to read as follows:

(c) "Wages" means all forms of cash remuneration to a Mexican worker by an employer for personal services.

Article 1 (l) is amended to read as follows:

(l) "Authorization" means the approval issued by the Secretary of Labor to an employer, including a member of an association or other group of employers, to employ Mexican workers.

Article 1(m) is amended to read as follows:

(m) "Final Determination" means a decision made under Article 7 or Article 30 of this Agreement:

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[1] TIAS 2331; 2 UST 1940.
[2] See TIAS 4913; 12 UST 3130.

(1) By the Secretary of Labor and the representative of the Mexican Government in Washington, D.C.

(2) By the representative of the Secretary of Labor and the Mexican Consul or his representative with respect to which the time for appeal has expired and no appeal has been taken,

(3) By the representative of the Secretary of Labor with respect to which the time for appeal has expired and no appeal has been taken, or

(4) By the Secretary of Labor.

Joint Interpretation of 1961

Under the provisions of Article 1(b)(2) of the Migrant Labor Agreement of 1951, as amended, an association who contracts Mexican workers may assign such workers only to individual user-members of the association and not to other associations, whether or not such other associations are members of the contracting association.

There is no authority under this Article to contract or assign a Mexican worker to any individual, processor, marketer, or shipper, for the cultivation or harvesting of any crop which is not owned or which has not been contracted for by such individual, processor, marketer, or shipper at the time the work is performed by the worker.

Under no circumstances is a worker to be used by anyone as an inducement to, or to coerce any farmer to transact any business with him.

For the purposes of this Agreement, an association who contracts Mexican workers is the employer of such workers and is primarily liable for the failure of any individual user-member of such association to meet his obligations under the Migrant Labor Agreement or the Work Contract. An association may, within the Mexican worker's contract period, assign him to any eligible individual user-member of the association for such periods as the association deems appropriate or desirable.

In the case of employment of a worker by an association, the three-fourths guarantee of employment provided for in Article 10 of the Work Contract applies to the total period of the Work Contract and all of its extensions and not to the length of employment with any individual user-member, whether or not the worker has been withdrawn by the association from the individual user-member because of such individual user-member's violation of the Work Contract.

Article 4 is amended to read as follows:

The Government of Mexico will establish migratory stations in the Republic of Mexico at Monterrey, Nuevo Leon, Chihuahua, Chihuahua and Empalme, Sonora or at places adjacent to such

cities and at such other places as may be mutually agreed to by the two Governments. The United States will establish reception centers at Hidalgo, Eagle Pass and El Paso, Texas; Nogales, Arizona; and El Centro, California; or at places adjacent to such cities, and in such other places as may be mutually agreed to by the two Governments. The two Governments may likewise abolish by mutual agreement any of the migratory stations or reception centers mentioned in this Article. No migratory stations should be operated within 160 kilometers of the border between the United States and Mexico.

The third paragraph of Article 5 is amended to read as follows:

A Mexican worker shall not remain at a reception center more than 5 consecutive days after his arrival from Mexico or after his arrival for recontracting, except in the case of serious impediment to his return to Mexico.

Article 6 is amended to read as follows:

The Secretary of Labor, at the expense of the United States Government, shall provide transportation for Mexican workers selected at a migratory station from such migratory station to the appropriate reception center and return of such workers to the migratory station at which they were selected.

The Secretary of Labor, at the expense of the United States Government, shall also furnish to workers selected at a migratory station subsistence while awaiting transportation from that migratory station to the reception center, while in transit between the migratory station and the reception center, while at the reception center awaiting contracting or return to Mexico and while in transit from the reception center to the migratory station.

Article 7(c) is amended by adding a new paragraph to read as follows:

Whenever a joint determination is issued declaring an employer ineligible to contract Mexican workers under this Agreement the Secretary of Labor and the representative of the Mexican Government in Washington, D.C. may, by joint agreement, suspend the effectiveness of the determination of ineligibility provided that the employer complies with such conditions, designed to avoid repetitions of violations, as may be required of such employer jointly by the Secretary of Labor and the appropriate representative of the Mexican Government.

In any case in which an employer whose ineligibility has been suspended pursuant to this provision is subsequently determined, in accordance with the provisions of Article 30, to have violated the Migrant Labor Agreement or the Standard Worker Contract during the pendency of such suspension, the Secretary of Labor

and the representative of the Mexican Government in Washington, D.C. may, without the necessity of instituting proceedings under Article 7, revoke such suspension and reinstate the employers' ineligibility.

Article 7 is further amended to read as follows:

(d) Whenever the representative of the Secretary of Labor determines that it is necessary to give effect to and carry out the purposes and intent of Articles 9, 15(b), 22, 35, and 38 of this Agreement, he shall immediately suspend, in whole or in part as he deems appropriate, the employer's authorization, and shall withdraw the Mexican workers in his employ. The authority provided for in this subsection with respect to the articles specifically referred to herein shall be equally applicable to any other article in this Agreement which contains any provision for this withdrawal or transfer of Mexican workers. Whenever the representative of the Secretary of Labor has made such a determination, has suspended the employer's authorization and has withdrawn the Mexican workers in his employ, he shall give notice to the employer of the action taken, specifying the facts and circumstances which form the basis of the action and shall advise the employer that he may, within ten (10) days after the notice, submit to the representative of the Secretary of Labor any written evidence or argument to show cause why the initial determination should not be made final.

(1) If the employer does not submit any written evidence or argument within the time provided, the representative of the Secretary of Labor shall notify the employer that the determination has become final and his authorization has been revoked.

(2) If the employer makes a timely submission of written evidence or argument, the representative of the Secretary of Labor, after consideration of such evidence or argument, shall revoke the authorization, or modify or reverse the initial determination. The representative of the Secretary of Labor shall promptly notify the employer of his determination.

(3) In arriving at determinations pursuant to (d) of this Article, consideration shall be given by the representative of the Secretary of Labor to all facts, evidence and argument which relate either to the conduct or circumstances constituting the basis of his action, or to the propriety of the sanction.

(4) An employer may appeal the determination of the representative of the Secretary of Labor to which the employer has made timely objection, to the Secretary of Labor, by filing a written appeal with the representative of the Secretary of

Labor within ten (10) days of such determination. The representative of the Secretary of Labor shall immediately transmit the appeal to the Secretary of Labor together with the record of the proceedings. The determination of the representative of the Secretary of Labor shall remain in effect during the pendency of the appeal.

(5) The appeal shall be limited to written argument. Such argument shall relate only to the evidence adduced and arguments presented before the representative of the Secretary of Labor.

(6) The scope of the Secretary of Labor's review shall be limited to the record and appeal forwarded by the representative of the Secretary of Labor. The Secretary of Labor shall affirm, modify, or reverse the determination of the representative of the Secretary of Labor, or remand it for further proceedings and shall promptly notify the employer of the action taken.

(e) Whenever there has been a final determination pursuant to Article 30 of the Agreement, against an employer, the representative of the Secretary of Labor may immediately suspend the employer's authorization, in whole or in part, and withdraw the Mexican workers in his employ, in which event, the procedures provided in (d) shall be applicable, provided, however, that in any proceedings instituted to revoke an employer's authorization pursuant to a final determination under Article 30 of the Agreement, consideration of the evidence or argument shall be limited to the propriety of the proposed sanction, and neither the validity nor the merits of such final determination shall be within the scope of consideration, provided further, that the representative of the Secretary of Labor may suspend the effectiveness of such revocation if the employer complies with such conditions designed to avoid repetition of violations as may be imposed by the representative of the Secretary of Labor.

(f) Whenever the representative of the Secretary of Labor determines that the issuance of an authorization to an employer would be contrary to the purposes and the intent of the provisions of this Agreement, he shall refuse to issue an authorization to such employer, thereby prohibiting such employer from contracting Mexican workers; in such event, the procedures provided in (d) above shall be applicable. (This shall in no way be construed in derogation of any authority of the Secretary of Labor under the laws of the United States.)

(g) In all other cases arising under Articles 9, 15 (b), 22, 35 and 38 of this Agreement where the representative of the Secretary of Labor does not determine that immediate suspension of an em-

ployer's authorization is necessary to carry out the purposes and intent of those articles, or whenever the representative of the Secretary of Labor proceeds to revoke an employer's authorization pursuant to a final determination under Article 30 of the Agreement and does not immediately suspend the employer's authorization, he shall notify the employer that revocation of the employer's authorization is being considered and of the facts and circumstances which form the basis of the proposed action. The representative of the Secretary of Labor shall further inform the employer that he may within ten (10) days from the date of such notice submit written evidence, written argument or both, to rebut the basis of the proposed action. If the employer does not submit written evidence or argument within the time allowed, the representative of the Secretary of Labor may revoke the employer's authorization, in whole or in part. If the employer makes timely submission of written evidence or argument, the representative of the Secretary of Labor, after consideration of such evidence or argument, shall notify the employer of his determination. The employer may appeal such determination in accordance with the procedures provided for appeal in (d) above.

(h) The representative of the Secretary of Labor, when acting pursuant to (d), (e), (f) and (g) of this Article, shall take the action authorized therein without regard to the procedures provided in (a), (b) or (c) of this Article or the procedures provided in Article 30 of this Agreement.

(i) Whenever the Secretary of Labor suspends or revokes an authorization under this Article, withdrawing the Mexican workers in the employer's employ, he shall, to the extent practicable, transfer the Mexican workers concerned to other authorized employers.

(j) The submission of evidence under (d), (e), (f), and (g) of this Article shall be in writing and under oath or affirmation.

(k) The Regional representative of the Secretary of Labor, whenever he institutes proceedings to revoke an authorization of an employer for the reasons hereinafter specified, shall promptly inform the appropriate Consul of Mexico of such action:

(1) Where there has been a final determination pursuant to Article 30 that the employer has violated either this Agreement or the Standard Work Contract,

(2) For the reasons specified in Article 15(b),

(3) For the reasons specified in Article 35(b).

Where an employer's authorization has been revoked for the reasons specified in (1), (2), or (3) above, the employer's authorization may be restored through joint approval of the Secretary of Labor and the representative of the Mexican Government in Washington, D.C.

(1) Whenever any notice is required to be given to a Mexican worker or an employer pursuant to this Article, it shall be given in writing by personal delivery or by certified mail with a return receipt requested. Any notice or submission required by this Article shall be determined to have been given on the date such notice is actually given or, if given by mail the date deposited in the mails, as shown by the postmark.

Joint Interpretation of 1961

The procedure provided in Article 7 for joint determination by representatives of the Mexican Government and of the Secretary of Labor as to whether an employer should be ineligible to employ Mexican workers is not to be used as a substitute for the procedure provided in Article 30 to determine whether a worker or an employer has failed to comply with his work contract or the Migrant Labor Agreement. Action may be instituted to declare an employer ineligible on the grounds that he has failed to comply with the Migrant Labor Agreement or the work contract only after he has been jointly found, pursuant to the procedures of Article 30, to have so failed to comply.

Proceedings may, however, be instituted under Article 7 to declare an employer ineligible for reasons other than his failure to comply with the Migrant Labor Agreement or the work contract, without having first proceeded under Article 30.

The first paragraph of Article 8 is amended to read as follows:

Mexican workers shall not be assigned to work nor permitted to remain in localities in which Mexicans are discriminated against because of their nationality or ancestry. Within a reasonable time after the effective date of this Agreement and from time to time thereafter, the Mexican Ministry for Foreign Relations will furnish the Secretary of Labor a listing of the communities in which it considers that discrimination against Mexicans exists. If there is concurrence by the Secretary of Labor that there is such discrimination in any such area, he will not issue, or where appropriate will withdraw, the authorization provided for in Article 10.

Article 9 is amended to read as follows:

(a) Mexican workers shall not be employed in the United States in any jobs for which domestic workers can be reasonably obtained, or by an employer who is not giving preference in employment to United States domestic workers, or where the Secretary of Labor cannot determine and certify that the employment of Mexican workers would not adversely affect the wages, working

conditions and employment opportunities of domestic agricultural workers in the United States.

(b) Whenever the Secretary of Labor determines that domestic agricultural workers are available to fill jobs for which Mexican workers have been contracted, he shall promptly notify the appropriate Mexican Consul and the employer of his determination and shall proceed in accordance with the provisions of Article 7. The Secretary of Labor shall, to the extent practicable, transfer the Mexican workers concerned to other agricultural employment for which United States workers cannot reasonably be obtained. Such transfer shall be subject to the conditions of Article 27. If such transfers cannot be effected, the employer shall be required to return the Mexican workers, without cost to them, to the reception centers from which they were obtained. Whenever a work contract is terminated under the provisions of this Article, the employer shall be responsible for the three-fourths guarantee provided for in Article 16 of the Agreement for the period beginning with the day following the Mexican worker's arrival at the place of employment and ending with the date the work contract is terminated but in such event the three-fourths guarantee will prevail for a period of at least 6 weeks, and the employer shall pay to the Mexican worker all other amounts due him under the work contract.

Article 10 is amended to read as follows:

No employer will be permitted to employ Mexican workers unless:

(a) he has an authorization

(b) a certification has been issued with respect to his request for the employment of Mexican workers, and

(c) approval has been issued for the admission of the requested workers by the Department of Justice.

Article 14 is amended to read as follows:

No initial work contract shall be entered into for a period of less than 6 weeks. Extensions of work contracts or transfers to new employers within the area of employment, subject to Articles 16, 26, and 27 of this Agreement, and with the consent of the Mexican worker, the Mexican Consul and the Secretary of Labor, may be made for a minimum period of not less than 15 days. Except as provided in Article 26, no work contract or any extension thereof shall be for a period of more than 6 months.

Article 15 is amended to read as follows:

(a) The employer shall pay the Mexican worker not less than the prevailing wage rate paid to domestic workers for similar work

at the time the work is performed and in the manner paid within the area of employment, or at the rate specified in the individual work contract which shall be the rate determined by the Secretary of Labor as being necessary to permit him to certify in accordance with the provisions of Article 9(a) of the Agreement, whichever is higher. The determination of the prevailing wage rate will also be made by the Secretary of Labor. The employer and the Mexican worker shall be bound by the Secretary of Labor's determination of the wage rate required to be paid under this Article, and such determination shall be final and conclusive.

(b) In no case shall the Secretary of Labor issue an authorization to an employer on the basis of any job order which specifies a wage rate found by the Secretary of Labor to be insufficient to cover the Mexican workers' normal living needs. In cases where the condition of a crop makes it impossible for a Mexican worker working with normal diligence and application to earn enough to cover his normal living needs at the rate being paid by the employer, even though working full time, the Secretary of Labor shall conduct an investigation, and where requested by the Mexican Consul, a joint investigation shall be conducted, to determine a course of action necessary to remedy the situation. If no satisfactory adjustment in the wage rate can be agreed upon with the employer, the Secretary of Labor shall proceed in accordance with the applicable provisions of Article 7 of this Agreement. Nothing in this paragraph is intended to affect the provisions of Article 25 of this Agreement.

(c) The Mexican Consuls and the representatives of the Secretary of Labor shall exercise vigilance to insure that the wage rate paid to the Mexican worker is not less than the wage rate required to be paid under (a) of this Article for similar work in the area of employment and that wages are paid to the Mexican workers in accordance with such rate or with any increase in such rate which may become effective in the area during the period of employment, but not below the minimum rate specified in the work contract. Increases in prevailing wage rates shall be put into effect immediately by the employer and shall not be contingent upon a formal request to do so by the Mexican worker, the Consul of Mexico or the Representative of the Secretary of Labor. Declines in prevailing wage rates shall be recognized and accepted by the Mexican worker, provided they do not fall below the rates specified in the work contract.

(d) The Secretary of Labor shall periodically furnish the appropriate Mexican Consuls and Consuls General information with respect to the prevailing wage rates in their respective jurisdictions. The Secretary of Labor shall also furnish to the representative of the Mexican Government in Washington, D.C., like

information with respect to all areas in which Mexican workers are employed.

(e) Any complaints concerning the failure to pay the wage rate required to be paid under this Article shall be resolved by application of the procedures described in Article 30 of this Agreement.

(f) The pay period for the Mexican worker shall be established at intervals no less frequent than those established for the employers' domestic workers; provided that, in no event shall the worker be paid less frequently than bi-weekly; provided further, that the employer may defer the payment of not to exceed a total of 4 days' earnings of such Mexican worker from one pay period to the next until the final payment of wages is made to him, at which time payment shall be made of all sums due to the Mexican worker.

Joint Interpretation of 1961

Wage rates paid to the Mexican worker may not be less than the prevailing wages for domestic workers performing the same activity in the same area of employment as determined by the Secretary of Labor or the wage rate determined by the Secretary of Labor as necessary to avoid adverse effect upon the wages and working conditions of domestic agricultural workers similarly employed. The prevailing wage rates and the wages determined by the Secretary of Labor to be necessary to avoid adverse effect shall be communicated to the Secretary of Foreign Relations as the determination of such wages are made but not less frequently than once a month.

In each of the migratory stations of Mexico and in each of the reception centers of the United States there shall be fixed, in prominent places, bulletins in which are specified the prevailing wage rates for each type of employment in each area of employment in which Mexican workers from the respective migratory stations and reception centers will be employed in order that these wage rates may be known in advance by the Mexican workers who, in any event, may discuss them with the employers and accept or reject them.

If the Secretary of Foreign Relations believes that the determination of the Secretary of Labor with respect to a prevailing wage rate for a specific area is incorrect, he will inform the Secretary of Labor of his views in the matter. He will furnish the Secretary of Labor the information upon which he bases this conclusion in order that the Secretary of Labor may consider such information in reviewing the matter.

In case the Secretary of Labor, after reviewing the information furnished him by the Secretary of Foreign Relations, does not find that prior determination is inaccurate a joint investigation will be undertaken by the appropriate representatives of the two Governments, if requested by the Secretary of Foreign Relations, in order

that the Secretary of Labor may determine whether it is appropriate to make a new determination of the prevailing wage rate. The contracting of workers will not be interrupted meanwhile but the Government of Mexico may inform the workers at the migratory stations that a joint investigation will be made with respect to the wage rates in question. If, as a result of the joint investigation the investigators cannot reach an agreement as to the information to be submitted to the Secretary of Labor, the Government of Mexico may request the Secretary of Labor to consider any information it desires to present concerning the prevailing wages.

Article 19 is amended to read as follows:

EMPLOYER RESPONSIBILITIES WITH REGARD TO OCCUPATIONAL INJURIES, DISEASES, AND MEXICAN SOCIAL SECURITY BENEFITS

The employer shall provide for the Mexican worker, at no cost to such worker, the guarantees with respect to medical care and compensation for personal injury and disease provided in Article 3(a) of the work contract and shall carry out his responsibilities under Article 3(b) and Article 25 of the work contract.

Article 22 is amended to read as follows:

(a) No Mexican workers shall be assigned to fill any job to which referral of United States workers would be prohibited under regulations or policies of the United States Department of Labor governing the referral of workers to jobs involved in strikes or other labor disputes.

(b) In the event of a strike or lockout of fifty (50) per cent or more of the domestic agricultural workers in the employ of an employer (including a member of an association) at any agricultural establishment where Mexican workers are employed, the Secretary of Labor shall suspend the employer's authorization, and withdraw the Mexican workers employed by the employer.

(c) In the event of a strike or lockout of less than 50 per cent of the domestic agricultural workers in the employ of an employer (including a member of an association) at any agricultural establishment where Mexican workers are employed, the Secretary of Labor may suspend the employer's authorization, in accordance with such criteria as he may prescribe, and may withdraw the Mexican workers employed by the employer.

(d) In the event of a strike or lockout at any agricultural establishment where Mexican workers are employed, the Secretary of Labor will suspend the employer's authorization in whole or in part and may withdraw the Mexican workers employed by the employer whenever he determines that the health or security of

the Mexican workers are threatened because of the strike or lockout or when he finds that the public interest or safety require such action.

(e) For the purposes of paragraphs (b) and (c), the determination by the Secretary of Labor as to whether more or less than 50 per cent of the domestic agricultural workers are on strike or locked out shall be made on the basis of those domestic agricultural workers engaged in, or normally employed interchangeably in, work performed by the striking or locked out workers and the removal of Mexican workers, when required by paragraph (b) or (c), shall be from such work.

(f) In the event an authorization is suspended or revoked pursuant to this Article, the Secretary of Labor shall make special efforts to transfer such workers to other agricultural employment and give them priority in contracting over all other Mexican workers. If no transfer can be arranged, the work contracts shall be terminated and the workers returned to the reception center. The employer's obligation under Article 10 of the work contract shall apply only to the period beginning with the day after the Mexican workers' arrival at the place of employment and ending with the day the work contract is terminated under this Article.

(g) For the purposes of this Article an "agricultural establishment" includes all of the places of employment operated by the employer as an integrated or single operation. Factors to be considered in the determination of which places of employment comprise an integrated or single operation shall include but not be limited to operations in which the employer, as a general practice, employs his workers interchangeably in several places or where the employer uses the same equipment at the several places, maintains common supervisory personnel, single payroll records, single cost accounting records, or other management and operating practices which would tend to indicate that the several places are in fact part of a single economic complex, whether or not such places of employment are contiguous.

(h) In view of the interest of the Mexican Government in the problems of strike or lockout, the two Governments shall exchange information concerning situations which might arise, and on its part, the Government of the United States agrees to give full consideration to the points of view and the recommendations of the Government of Mexico. The Secretary of Labor, however, shall not be required to await presentation of information, points of view or recommendations by the Government of Mexico before removing Mexican workers in accordance with this Article.

The last paragraph of Article 23 is amended to read as follows:

The refusal of any employer to permit these officials access to the place of employment shall constitute a violation of this Agree-

ment, and action shall be taken accordingly pursuant to the applicable provisions of the Agreement.

Article 26 is amended to read as follows:

The work contract may be extended for additional periods of time. Except as provided in Article 14 of this Agreement, no such extension shall be for a period of less than 6 weeks. No work contract nor any extension thereof shall remain in effect beyond the expiration date of this Agreement; and no Mexican worker shall remain in the United States for a period exceeding 6 months except under the following conditions:

1. The number of Mexican workers who have been in the United States for a period exceeding 6 months shall not exceed 15 per cent of the total number of Mexicans employed by an employer at any time.
2. In no event shall a Mexican worker remain in the United States for a period exceeding 9 months.
3. All such extensions shall be entered into only with the consent of the Mexican worker, the representative of the Secretary of Labor and the appropriate Mexican Consul.

Joint Interpretation of 1961

Article 26 of the Migrant Labor Agreement of 1951, as amended, is construed to mean that the number of Mexican workers employed by each employer who may remain in the United States for a period over and above 6 months but not to exceed 9 months shall be not more than 15 per cent of the greatest number of workers employed by the same employer on any one day of the calendar year immediately preceding the calendar year in which the contracts of such workers who have completed 6 months' employment are extended.

Article 30(a)(8) is amended to read as follows:

Any Mexican worker or any employer (his employee or agent) affected by a joint determination may appeal from such determination within ten days from the date of receipt of the notification thereof.

Any appeal shall be in writing and shall specify the respects in which the determination is alleged to be erroneous. Appeals by Mexican workers shall be filed through the Mexican Consul having jurisdiction to the representative of the Mexican Government in Washington, D.C. The Regional representative shall be advised by the Consul of Mexico that such appeal has been filed. Appeals by employers (their employee or agent) shall be filed

through the appropriate Regional Director of the Bureau of Employment Security to the Secretary of Labor in Washington, D.C. The Consul of Mexico shall be advised that the appeal has been filed.

Article 30(a) (14) is amended to read as follows:

During the course of any investigation or any other proceedings under this Article, the status quo will be maintained insofar as practicable except where representatives of the two Governments may otherwise jointly agree: Provided that, in cases in which the United States may incur financial liability under its guarantee to the Mexican workers, the Secretary of Labor may require the employer as a condition to maintaining the status quo, while an appeal is pending, to post a bond or a cash deposit with him in such an amount as he may deem necessary to assure full indemnification.

Article 30(a) (15) is amended to read as follows:

Whenever any notice is required to be given to a Mexican worker or to an employer (his agent or employee) pursuant to this Article it shall be given in writing by personal delivery, or by certified mail with return receipt requested. Any notice required by this Article shall be deemed to have been given on the date such notice is actually given or, if given by mail, on the date deposited in the mail.

Article 32 is amended to read as follows:

GUARANTEES BY UNITED STATES GOVERNMENT AND SECONDARY LIABILITY OF ASSOCIATION MEMBERS

(a) The Government of the United States guarantees the performance by employers of the provisions of this Agreement, including the work contract, relating to the payment of wages, which shall include for the purpose of this Article cash wages and all other forms of remuneration to a Mexican worker, and relating to the furnishing of or payment for transportation. The employer agrees that he will reimburse the United States for any amounts paid by the United States in pursuance of such guarantee.

(b) The Government of the United States shall, with respect to any amount found to be due from a defaulting employer, pay to the Mexican Government, as agent of the Mexican worker, the amounts determined to be due, within 20 days after the final determination has been made as to the employer's indebtedness, or as promptly as possible thereafter. With respect to any contributions found to be due from a defaulting employer pursuant to Article 25 of the work contract the Government of the United

States shall make payment under its guarantee directly to the Government of Mexico for transmission to the Mexican Social Security Institute.

(c) Where there has been a final determination, finding an association in default of its obligations to a Mexican worker under this Agreement, arising out of the association's violations of the terms and provisions of this Agreement, in the event of the association's failure to pay any amount found due, the individual members of the association for whom Mexican workers are obtained shall be liable for such amount to the extent of their pro rata share as members of the association. In the event of such final determination, arising out of the association member's violation of the terms and provisions of this Agreement, the association member shall be liable for any amounts found due from the association if the association defaults.

(d) The employment of any Mexican workers by a member of an association shall constitute acceptance by such member of the obligations provided under the terms and provisions of this Agreement.

(e) Whenever the Secretary of Labor determines that the individual liability of a member of an association is not necessary to assure performance of the association's obligations to the United States, he may waive such liability.

Article 33 is amended to read as follows:

(a) Article IX of the Consular Convention between the United States of America and the United Mexican States formalized by the two Governments on August 12, 1942,[1] shall apply to Mexican workers with respect to all rights established therein.

(b) The appropriate Consul of Mexico or such other official as may be designated by the Government of Mexico is authorized to act as agent of any Mexican worker for the purpose of receiving payment made under (c) and (d) of this Article for any sums due such worker whose address cannot be ascertained. In the case of payments made by employer under (c) and whenever payment is made by the United States Government under (d) the Mexican Consul or the official designated by the Government of Mexico is also authorized to issue receipts on behalf of the Mexican worker.

(c) For this purpose when payment is made by any employer, such employer shall use cashiers' checks, a certified check, money order or such other form of negotiable instrument as may be satisfactory to the Mexican Government, drawn precisely in the following manner:

[1] TS 985; 57 Stat. 811.

"_____ or Secretaría de Relaciones
(Name of Mexican Worker) Exteriores de Mexico."

(d) Whenever payment is made by the Government of the United States upon any guarantee under this Agreement, it may be effected in any manner acceptable to both Governments.

(e) Whenever payment is made in accordance with paragraph (c) or (d) above, the employer and the United States Government are relieved of all responsibility for claims covered by such payment. For the purpose of an employer's liability to the United States for amounts paid by the United States pursuant to its guarantee under Article 32, payment is deemed to have been made upon delivery by the United States of a check to the appropriate Mexican official for the amount due to the Mexican worker.

Article 35 is amended to read as follows:

PROTECTION OF MEXICAN WORKERS

(a) The Government of the United States of America agrees to exercise special vigilance and its moral influence with State and local authorities, to the end that Mexican workers may enjoy impartially and expeditiously the rights which the laws of the United States grant to them.

(b) No Mexican workers shall be employed or remain employed where their employment by the employer would present a menace to their health or safety.

(c) Whenever pursuant to the provisions of this Article an employer's authorization is suspended and the Mexican workers in his employ withdrawn under circumstances involving no breach of the Agreement on his part, the Secretary of Labor will endeavor, subject to the provisions of Article 27 of this Agreement, to transfer the Mexican workers to other agricultural employment for which domestic workers cannot be reasonably obtained, and the employer shall be liable to the Mexican worker pursuant to Article 16 of this Agreement only for the period beginning with the day after the Mexican worker's arrival at the place of employment and ending with the date of the withdrawal of the Mexican workers.

Article 38 is amended by designating the first paragraph "(a)" and adding a new paragraph "(b)" which reads as follows:

(b) No Mexican workers shall be employed by an employer, who after any authorization has been issued, has been found by the United States Department of Justice to have employed any Mexican national when such employer knew or had reasonable grounds to believe or suspect or by reasonable inquiry could have ascertained that such Mexican national was not lawfully in the United States.

Article 40 is amended to read as follows:

> All work contracts and all extensions thereof entered into after January 31, 1962, shall be governed by this Agreement, as amended.

Article 41 is amended to read as follows:

> This Agreement shall be known as the Migrant Labor Agreement of 1951, as Amended, and shall remain in effect for a period not beyond December 31, 1963, unless sooner terminated by not less than 30 days' notice in writing by either of the High Contracting Parties to the other.

STANDARD WORK CONTRACT

The table contained in Article 3 is amended to read as follows:

TABLE

Death	$2,000
Permanent and total disability	3,000
Loss of—	
Both hands	2,000
Both feet	2,000
Sight of both eyes	2,000
One hand and one foot	2,000
One hand and sight of one eye	2,000
One foot and sight of one eye	2,000
One hand or one foot	1,000
Sight of one eye	1,000
Total loss of digit	100
Partial loss of a digit	50

Joint Interpretation of 1961

Article 3 of the Standard Work Contract, as amended, does not require an employer to provide coverage for Mexican workers under a state workmen's compensation law where the state workmen's compensation law does not require or prohibits coverage of agricultural workers under that law. In the absence of coverage under state workmen's compensation law, however, an employer as a condition to contracting, extending contracts of, or recontracting Mexican workers, is required to obtain an insurance policy containing as a minimum the schedule of benefits specified in Article 3.

While an employer is not required under Article 3 to obtain insurance policies containing benefits greater than those specified in that Article, the liability of the employer is not by virtue of Article 3 limited to the schedule of benefits contained therein.

A worker may, consistent with the provisions of Article 3, assert his common law and statutory rights to seek damages for personal injuries or diseases in addition to the amounts guaranteed in said Article.

Article 4 is amended to read as follows:

(a) The employer shall pay the Mexican worker not less than the prevailing wage rate paid to domestic workers for similar work at the time the work is performed and in the manner paid within the area of employment, or at the wage specified in the individual work contract which shall be the rate determined by the Secretary of Labor as being necessary to permit him to certify in accordance with the provisions of Article 9(a) of the Agreement, whichever is higher. The determination of the prevailing wage rate will also be made by the Secretary of Labor. The employer and the Mexican worker agree to be bound by the Secretary of Labor's determination of the wage rate required to be paid under this Article, and such determination shall be final and conclusive.

(b) Where higher wages are paid for specialized tasks such as the operation of vehicles or machinery, the Mexican worker shall be paid such wages while assigned to such tasks.

(c) In no case shall the Secretary of Labor issue an authorization to an employer on the basis of any job order which specifies a wage rate found by the Secretary of Labor to be insufficient to cover the Mexican workers' normal living needs. In cases where the condition of a crop makes it impossible for a Mexican worker working with normal diligence and application to earn enough to cover his normal living needs at the rate being paid by the employer, even though working full time, the Secretary of Labor shall conduct an investigation, and where requested by the Mexican Consul a joint investigation shall be conducted to determine a course of action necessary to remedy the situation. If no satisfactory adjustment in the wage rate can be agreed upon with the employer, the Secretary of Labor shall proceed in accordance with the applicable provisions of Article 7 of the Agreement. Nothing in this paragraph is intended to affect the provisions of Article 25 of the Agreement.

(d) Where the prevailing practice is to pay workers on a piece-rate basis, the Mexican worker shall be paid for the first 48 hours of employment in each type of work not less than a rate computed on the basis of $2 per 8-hour day, or his earnings at the applicable piece rate, whichever is the greater. In no event, however, shall the Mexican worker receive for any day during such a period on which he performs the number of hours of work offered him a

total amount, including wages and any subsistence which may be due him for such day, less than the applicable amount of subsistence specified in this work contract. After completion of the first 48-hour period of employment in work requiring reasonably similar skills, the Mexican worker shall thereafter be paid on a straight piece-rate basis.

(e) Whenever the Mexican worker is assigned to work in which the skill requirements are not reasonably similar to any previous work which he has performed for 48 hours or more, the 48-hour guarantee shall apply to the new work to which he has been assigned.

(f) The guarantee for the first 48 hours of employment provided for in this Article shall not apply either to extensions of the work contract or to a new work contract negotiated in connection with a transfer between employers except where the skill requirements of the work are not reasonably similar to any previous work which the Mexican worker has performed for 48 hours or more.

(g) The pay period for the Mexican worker shall be established at intervals no less frequent than those established for the employer's domestic workers; provided that in no event shall the worker be paid less frequently than biweekly; provided further, that the employer may defer the payment of not to exceed a total of 4 days' earnings of such Mexican worker from one pay period to the next until the final payment of wages is made to him, at which time payment shall be made of all sums due to the Mexican worker.

(h) For the purposes of this paragraph the term "4 days' earnings" means "4 days in which the worker worked at least 8 hours per day."

(i) A Mexican worker who does not work on Sunday will receive no wages for that day, it being understood that, in determining the wage scale, the payment of the seventh day, established by Federal law in Mexico, has already been included, as is customary in the United States. Neither shall the Mexican worker be paid for New Years, July 4th, Labor Day, Thanksgiving or Christmas unless he performs work on those days. If a Mexican worker, nevertheless, performs work on any of the above mentioned days, he shall be paid for such work at not less than the prevailing wage rate paid for similar work performed in the area of employment.

(j) Any complaints concerning the failure to pay the wage rate required to be paid under this contract shall be resolved by application of the procedure described in Article 30 of the Agreement.

Joint Interpretation of 1961

Under the provisions of Article 4 of the Standard Work Contract, as amended, the Mexican worker is, during the first 48 hours of work, guaranteed wages at a minimum of $2.00 for any day on which he works 8 hours. If during the first 48 hours of work, he works in excess of 8 hours in any one day, in addition to the $2.00 minimum guarantee, he is guaranteed compensation for such additional hours computed at the same rate as the compensation for the first 8 hours in such work day. All hours worked in excess of 8 hours per day will be counted in computing the 48 hours during which the minimum guarantee of wages provided for in this Article applies.

Article 10 of the Standard Work Contract is amended by deleting everything after the end of the fifth paragraph.

Article 12 is amended by adding at the end of the first paragraph a new paragraph to read as follows:

> The Secretary of Labor may prescribe menus for the feeding of Mexican workers, require the maintenance of records with respect to food service costs and issue such instructions with respect to sanitation, preparation, service, inspection and storage of food. Such instruction shall be subject to review by the Representative of the Mexican Government in Washington, D.C.

Joint Interpretation of 1961

Except in the case referred to in the last paragraph of Article 10 of the work contract, subsistence allowances shall be determined by the Secretary of Labor as often as changes in the cost of food in the area of employment may require.

In no case may the subsistence allowances be less than the cost, in the area of employment, of the diets prescribed by the Secretary of Labor.

The differences that may arise with respect to the subsistence allowances will be resolved by mutual agreement through a joint investigation of the cost of the diets prescribed by the Secretary of Labor in the area of employment. In requesting a joint investigation, the Mexican Government will furnish the Secretary of Labor the information upon which it bases this request. The contracting of the workers will not be interrupted meanwhile, but the Government of Mexico may inform the workers that a joint investigation will be made with respect to the subsistence allowances in question.

The subsistence allowances will be communicated to the Secretary of Foreign Relations as the Secretary of Labor determines them and they will be posted, as in the case of the prevailing wages, in the bulle-

tins which will be displayed in prominent places in the Mexican migratory stations and in the reception centers.

If the employer maintains restaurant services, the situation will be governed by the pertinent provisions of Articles 10 and 12 of the work contract.

Article 13 is amended to read as follows:

> Furloughs may be arranged between the worker and the employer only with the approval of the appropriate Consul of Mexico and the appropriate Representative of the Secretary of Labor.

Article 21 is amended to read as follows:

> The employer and the Mexican worker mutually agree to be bound by the final determinations issued pursuant to Articles 7 and 30 of the Agreement. Such final determination shall be binding and conclusive.

It is understood that the Joint Operating Instructions 2, 3, 4 and 5, previously agreed to by our two Governments, shall remain in effect, and that a new Joint Operating Instruction No. 6, appended hereto,[1] together with amendments to Joint Operating Instruction No. 1, also appended hereto,[1] shall be put into effect.

It is further understood that the Secretary of Labor will review the system for orders for Mexican workers made by the United States to the end that confirmed work orders not be cancelled; but if cancellations continue to occur in spite of such review, the two Governments shall seek an equitable solution to the problem which would be established through an exchange of notes.

The Government of the United States will consider this note and Your Excellency's reply concurring therein as constituting an agreement between our two Governments.

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

THOMAS C. MANN

His Excellency
Sr. Don MANUEL TELLO,
Minister of Foreign Relations,
Mexico, D.F.

[1] Not printed.

The Mexican Minister of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

136395 MÉXICO, D.F., *Diciembre 29 de 1961.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta Nota Núm. 709, fechada el 29 del presente mes, que textualmente dice:

"Tengo el honor de referirme al Acuerdo sobre Trabajadores Agrícolas Migratorios de 1951, reformado, vigente entre nuestros Gobiernos, y de proponer al Gobierno de Vuestra Excelencia que este Acuerdo sea prorrogado por un período de un año y once meses, a partir del 1o. de febrero de 1962, sujeto a los siguientes cambios:

El Artículo 1 (b) (2) se reforma para quedar como sigue:

(2) Una asociación u otro grupo de patrones.

El Artículo 1 (c) se reforma para quedar como sigue:

(c) "Salarios" significa todas las formas de remuneración en efectivo de un patrón a un trabajador mexicano por servicios personales.

El Artículo 1 (1) se reforma para quedar como sigue:

(1) "Autorización" significa la aprobacion expedida por el Secretario del Trabajo a un patrón, incluyendo a un miembro de una asociación u otro grupo de patrones, para emplear trabajadores mexicanos.

El Artículo 1 (m) se reforma para quedar como sigue:

(m) "Resolución Definitiva" significa una decisión que se dicta conforme a los Artículos 7 o 30 de este Acuerdo:

(1) Por el Secretario del Trabajo y el Representante del Gobierno Mexicano en Washington, D.C.

(2) Por el representante del Secretario del Trabajo y el Cónsul de México o su representante, con respecto a la cual el plazo para la apelación haya expirado y no se hubiere interpuesto apelación.

(3) Por el representante del Secretario del Trabajo cuando el plazo para la apelación haya expirado sin que hubiera sido interpuesta o,

(4) Por el Secretario del Trabajo.

Interpretación Conjunta de 1961

De acuerdo con lo dispuesto en el Artículo 1 (b) (2) del Acuerdo sobre Trabajadores Migratorios de 1951, Reformado, una asociación que contrate trabajadores mexicanos, puede asignarlos solamente a los miembros individuales de la propia asociación y no a otras asociaciones, sean o no éstas últimas miembros de la aociación contratante.

El citado Artículo no autoriza la contratación ni la asignación de un trabajador mexicano, a un individuo, beneficiador, comerciante o embarcador, para el cultivo o levantamiento de una cosecha, que no sea propiedad de éstos o haya sido contratada por los mismos cuando el trabajo sea ejecutado por el trabajador.

En ninguna circunstancia se permitirá que un trabajador sea utilizado por cualquiera persona como incentivo o medio de coacción para que algún agricultor se decida a efectuar con ella.

Para los efectos de este Acuerdo, una asociación que contrate trabajadores mexicanos es el patrón de dichos trabajadores y el principal responsable de la falta de cumplimiento de las obligaciones de cualquier patrón individual miembro de la asociación, conforme a los términos del Acuerdo sobre Trabajadores Migratorios y el Contrato de Trabajo. Una asociación puede, dentro del período de vigencia del Contrato del trabajador mexicano, asignarlo a cualquier patrón miembro autorizado de la asociación por el tiempo que dicha asociación lo estime apropiado o conveniente.

En el caso de empleo de un trabajador por una asociación, la garantía de las tres cuartas partes de trabajo estipulada en la cláusula 10 del Contrato de Trabajo se aplica al período total del Contrato de Trabajo y todas sus prórrogas y no al tiempo que lo ocupe cualquier patrón individual de la asociación, aún cuando el trabajador haya sido retirado por la asociación, de cualquier patrón individual miembro de la misma, porque este haya violado el Contrato de Trabajo.

Se reforma el Artículo 4 para quedar como sigue:

El Gobierno de México establecerá Estaciones Migratorias dentro de la Reública Mexicana, en Monterrey, Nuevo León, Chihuahua, Chihuahua, Empalme, Sonora, o en puntos próximos a dichas Ciudades, así como en cualesquier otros lugares que ambos Gobiernos determinen de común acuerdo. El Gobierno de los Estados Unidos de América establecerá Centros de Recepción en Hidalgo, Eagle Pass y El Paso, Texas; Nogales, Arizona; y El Centro, California, o en puntos próximos a dichas Ciudades, así como en cualesquier otros lugares que ambos Gobiernos determinen de común acuerdo. Los dos Gobiernos podrán asimismo suprimir, de común acuerdo, alguna o algunas de las Estaciones Migratorias o alguno o algunos de los Centros de Recepción mencionados en este Artículo. No se esta-

blecerán Estaciones Migratorias dentro de una zona de 160 kilómetros de la frontera entre los Estados Unidos y México.

El 3er. párrafo del Artículo 5 se reforma para quedar como sigue:

Un trabajador mexicano no permanecerá en un Centro de Recepción más de cinco días consecutivos después de su llegada de México o después de su llegada para ser recontratado, excepto en el caso de un impedimento grave para su regreso a México.

Se reforma el Artículo 6 para quedar como sigue:

El Secretario del Trabajo, por cuenta del Gobierno de los Estados Unidos, proporcionará transporte a los trabajadores mexicanos seleccionados en una Estación Migratoria, desde dicha Estación Migratoria al Centro de Recepción correspondiente y para el regreso de dichos trabajadores a la Estación Migratoria en la que fueron seleccionados.

El Secretario del Trabajo, por cuenta del Gobierno de los Estados Unidos de América, proporcionará también alimentación a los trabajadores seleccionados en una Estación Migratoria: mientras esperen ser transportados de la Estación Migratoria al Centro de Contratación; durante el tránsito entre la Estación Migratoria y el Centro de Recepción; mientras se encuentren en el Centro de Recepción en espera de ser contratados o regresados a México; y durante el tránsito desde el Centro de Recepción a la Estación Migratoria.

Se reforma el Artículo 7 (c) agregando un nuevo párrafo que diga lo siguiente:

Siempre que una resolución conjunta sea expedida declarando a un patrón inaceptable para contratar trabajadores mexicanos de conformidad con este Acuerdo, el Secretario del Trabajo y el representante del Gobierno de México en Washington, D.C., podrán de mutuo acuerdo suspender los efectos de la resolución de inaceptabilidad siempre que el patrón cumpla las condiciones impuestas para tal suspensión y que adopte las medidas preventivas destinadas a evitar la repetición de violaciones, que puedan ser exigidas del patrón conjuntamente por el Secretario del Trabajo y el representante competente del Gobierno de México.

En cualquier caso en que la inaceptabilidad del patrón sea suspendida en cumplimiento de esta disposición, y subsecuentemente de conformidad con las disposiciones del Artículo 30 se resuelva que ha violado el Acuerdo sobre Trabajadores Migratorios o el Contrato Tipo de Trabajo mientras se encuentra pendiente la suspensión, el Secretario del Trabajo y el representante del Gobierno de México en Washington, D.C., podrán revocar tal suspensión y aplicar la declaración de inaceptabilidad al patrón, sin necesidad de iniciar procedimiento conforme al Artículo 7.

Se reforma asímismo el Artículo 7 para quedar como sigue:

(d) Siempre que el representante del Secretario del Trabajo resuelva que es necesario dar efecto y cumplir los propósitos y fines de los Artículos 9, 15 (b), 22, 35 y 38 de este Acuerdo, suspenderá inmediatamente en todo o en parte según estime conveniente, la autorización de un patrón, y retirará los trabajadores mexicanos que tenga empleados. La facultad contenida en este sub-inciso con respecto a los artículos mencionados especificadamente aquí, será igualmente aplicable a cualquier otro artículo de este Acuerdo que contenga cualquiera disposición sobre retiro y traslado de trabajadores mexicanos. Siempre que el representante del Secretario del Trabajo tome tal resolución, suspenda la autorización del patrón y le retire los trabajadores mexicanos que tenga empleados, notificará al patrón sobre la medida tomada, especificando los hechos y circunstancias que sirvan de base a la misma e informará al patrón que puede, dentro de diez (10) días después de la notificación, presentar al representante del Secretario del Trabajo cualquiera prueba escrita o alegato para fundamentar las razones por las que considere que la resolución inicial no deba ser definitiva.

(1) Si el patron no presenta ninguna prueba o alegato por escrito dentro del término concedido, el representante del Secretario del Trabajo notificará al patrón que la resolución es definitiva y que su autorización ha sido revocada.

(2) Si el patrón presenta oportunamente sus pruebas o sus alegatos por escrito, el representante del Secretario del Trabajo, después de examinar dichas pruebas o alegatos, revocará la autorización, o modificará o anulará la resolución inicial. El representante del Secretario del Trabajo notificará prontamente su resolución al patrón.

(3) Antes de llegar a expedir una resolución en cumplimiento del inciso (d) de este Artículo, el representante del Secretario del Trabajo tomará en cuenta todos los hechos, pruebas y alegatos que se relacionen ya sea con la conducta o las circunstancias que constituyen la base de acción, o con la procedencia de la sanción.

(4) El patrón podrá apelar ante el Secretario del Trabajo, de la determinación del representante del mismo respecto de la cual haya presentado objeciones oportunamente, interponiendo la apelación por escrito por conducto de dicho representante dentro del término de diez (10) días a partir de la fecha de la resolución. El representante del Secretario del Trabajo remitirá inmediatamente la apelación al Secretario del Trabajo, junto con el expediente respectivo. La resolución del representante del Secretario del Trabajo surtirá sus efectos en tanto esté pendiente de resolverse la apelación.

(5) La apelación estará limitada al alegato escrito. Tal alegato se referirá únicamente a la evidencia aducida y a los argumentos presentados ante el representante del Secretario del Trabajo.

(6) El alcance de la revisión del Secretario del Trabajo se limitará a los registros y a la apelación turnados por su representante. El Secretario del Trabajo confirmará, modificará o anulará la determinación de su representante, o la devolverá para que se efectúen procedimientos ulteriores, notificando prontamente al patrón de la acción tomada.

(e) Cuando haya habido una determinación final de conformidad con el artículo 30 del Acuerdo, contra un patrón el representante del Secretario del Trabajo puede suspender inmediatamente la autorización al patrón, en todo o en parte, y retirar los trabajadores mexicanos que tenga empleados, en cuyo caso serán aplicables los procedimientos señalados en la fracción (d); en la inteligencia, sin embargo, de que en cualquiera acción instituída para revocar la autorización de un patrón conforme a una determinación final bajo el artículo 30 del Acuerdo, se tomarán en cuenta las pruebas o los alegatos limitados a la procedencia de la sanción propuesta, y sin que la validez o los fundamentos de tal determinación final queden en el ámbito de la consideración, y de que, el representante del Secretario del Trabajo podrá suspender los efectos de la revocación si el patrón cumple con las condiciones destinadas a evitar la repetición de violaciones, que le pueden ser impuestas por el representante del Secretario del Trabajo.

(f) Siempre que el representante del Secretario del Trabajo determine que la expedición de una autorización a un patrón es contraria al propósito e intención de las disposiciones de este Acuerdo, se rehusará a extender tal autorización a dicho patrón y por lo tanto se le prohibirá contratar trabajadores mexicanos; en tal caso los procedimientos señalados en la fracción (d) serán aplicables. (Esto por ningún motivo será interpretado en detrimento de cualquiera facultad que tenga el Secretario del Trabajo de conformidad con las leyes de los Estados Unidos de América).

(g) En todos los demás casos que provengan de los artículos 9, 15 (b), 22, 35 y 38 de este Acuerdo en los que el representante del Secretario del Trabajo no determine que sea necesaria una suspensión inmediata de la autorización de un patrón, para ejecutar los propósitos e intención de esos artículos, o cuando el representante del Secretario del Trabajo procede a revocar la autorización de un patrón de conformidad con una determinación final conforme al artículo 30 del Acuerdo y no suspende inmediatamente la autorización del patrón, notificará a éste que se tiene bajo consideración la revocación de su autorización y sobre los hechos y circunstancias que constituyen la base de la acción propuesta. El representante del Secretario del Trabajo

informará al patrón que puede rebatir la base de la acción propuesta dentro de diez (10) días de la fecha de la notificación, sometiendo pruebas o alegatos por escrito o ambos. Si el patrón no somete pruebas o alegatos por escrito en el término señalado, el representante del Secretario del Trabajo puede revocar la autorización del patrón en todo o en parte. Si el patrón somete oportunamente las pruebas o alegatos por escrito, el representante del Secretario del Trabajo después de considerarlos, notificará al patrón su determinación. El patrón puede apelar de ésta de conformidad con los procedimientos previstos para ello en la fracción (d).

(h) Cuando el representante del Secretario del Trabajo actúe conforme a los incisos (d), (e), (f) y (g) de este Artículo, tomará la acción autorizada en esos incisos sin tener en consideración los procedimientos previstos en los incisos (a), (b) o (c) de este Artículo o el procedimiento señalado en el Artículo 30 del Acuerdo.

(i) Siempre que el Secretario del Trabajo suspenda o revoque una autorización conforme a este Artículo, retirando los trabajadores mexicanos de un patrón, trasladará los trabajadores retirados, a otros patrones autorizados en la medida de lo posible.

(j) La presentación de pruebas bajo los incisos (d), (e), (f) y (g) de este Artículo será por escrito y bajo juramento o protesta.

(k) El Representante Regional del Secretario del Trabajo, siempre que instituya el procedimiento para revocar una autorización a un patrón por las razones aquí especificadas, informará prontamente de tal acción al Cónsul de México correspondiente:

(1) Cuando se haya dictado una resolución definitiva conforme al Artículo 30, declarando que el patrón ha violado este Acuerdo o el Contrato Tipo de Trabajo.

(2) Por las razones especificadas en el Artículo 15 (b),

(3) Por las razones especificadas en el Artículo 35 (b).

Cuando la autorización de un patrón se ha revocado por las razones especificadas en los incisos (1), (2) o (3) citados, la autorización del patrón puede ser restaurada mediante aprobación conjunta del Secretario del Trabajo y del representante del Gobierno de México en Washington, D.C.

(l) Siempre que se requiera notificar a un trabajador mexicano o a un patrón conforme a este artículo, se hará por escrito y mediante entrega personal o por correo certificado con acuse de recibo. Cualquiera notificación o presentación requerida por este artículo, se tendrá como hecha en la fecha en que la notificación tenga lugar realmente o, si se hizo por correo, la fecha de deposito de las cartas según lo muestren las marcas postales.

Interpretación Conjunta de 1961.

El procedimiento establecido en el Artículo 7 del Acuerdo, para determinaciones conjuntas de los representantes del Gobierno Mexicano y del Secretario del Trabajo, respecto a si un patrón debe ser declarado inaceptable para contratar trabajadores mexicanos, no se utilizará como substituto del procedimiento estipulado en el Artículo 30 para determinar si un trabajador o un patrón han dejado de cumplir con su contrato de trabajo o el Acuerdo sobre Trabajadores Agrícolas Migratorios. Puede iniciarse la acción para declarar a un patrón inaceptable con el fundamento de que haya dejado de cumplir el Acuerdo sobre Trabajadores Agrícolas Migratorios o el Contrato de Trabajo, sólo hasta después de que se haya resuelto conjuntamente de conformidad con el Artículo 30, que ha faltado al cumplimiento de aquéllos.

No obstante, puede iniciarse el procedimiento, con arreglo al Artículo 7, para declarar a un patrón inaceptable por cualesquier otros motivos que la falta de cumplimiento con el Acuerdo o el Contrato de Trabajo sin que se haya promovido antes con arreglo al Artículo 30.

El 1er. párrafo del Artículo 8 se reforma para quedar como sigue:

Los trabajadores mexicanos no podrán ser destinados a trabajar ni podrán permanecer en comunidades en donde exista discriminación contra mexicanos por razón de su nacionalidad o ascendencia. El Secretario de Relaciones Exteriores de México suministrará, dentro de un plazo razonable a partir de la fecha en que este Acuerdo entre en vigor, una lista de las comunidades en donde considere que existe discriminación en contra de mexicanos y desde entonces en adelante continuará presentando tales listas de tiempo en tiempo. Si el Secretario del Trabajo está de acuerdo en que tal discriminación existe en esa zona, no expedirá, o cuando proceda retirará, la autorización a que se refiere el Artículo 10.

El Artículo 9 se reforma para quedar como sigue:

(a) Los trabajadores mexicanos no serán empleados en los Estados Unidos en trabajos para los cuales se puedan obtener razonablemente los servicios de trabajadores domésticos, o por un patrón que no está dando preferencia en el empleo a los trabajadores domésticos de los Estados Unidos, o cuando el Secretario del Trabajo no pueda determinar y certificar que el empleo de trabajadores mexicanos no afectaría desfavorablemente los salarios, condiciones de trabajo y oportunidades de empleo de los trabajadores agrícolas domésticos en los Estados Unidos.

(b) Siempre que el Secretario del Trabajo determine que pueden obtenerse trabajadores agrícolas domésticos para ocupar los empleos

para los cuales han sido contratados trabajadores mexicanos, notificará prontamente su determinación al Cónsul de México correspondiente y al patrón, y procederá de acuerdo con las estipulaciones del Artículo 7. El Secretario del Trabajo trasladará, en la medida de lo posible, a dichos trabajadores mexicanos a otro empleo agrícola para el que no puedan obtenerse razonablemente trabajadores de los Estados Unidos de América. Tales traslados estarán sujetos a las condiciones del Artículo 27. Si tales cambios no se pueden efectuar, el patrón regresará a los trabajadores, sin costo para los mismos, a los Centros de Recepción de donde procedieron. Cuando un contrato de trabajo se de por terminado conforme a este Artículo, el patrón será responsable por el cumplimiento de la garantía de las ¾as. partes indicada en el Artículo 16 del Acuerdo, por el período que comience el día siguiente al del arribo del trabajador mexicano al lugar de empleo y que termine con la fecha en que el contrato de trabajo sea cancelado, pero en tal caso la garantía de las ¾as. partes prevalecerá por un período de cuando menos seis semanas, y el patrón pagará al trabajador las demás cantidades que le debe conforme al contrato de trabajo.

Se reforma el Artículo 10 para quedar como sigue:

A ningún patrón se le permitirá contratar trabajadores mexicanos, a menos que:

(a) Tenga autorización.
(b) Se haya expedido una Certificación con respecto a su solicitud para emplear trabajadores mexicanos, y
(c) El Departamento de Justicia haya expedido una licencia para la admisión de los trabajadores solicitados.

El Artículo 14 se reforma para quedar como sigue:

Ningún contrato inicial podrá celebrarse por un período menor de seis semanas. Las prórrogas de los contratos o los traslados a un nuevo patrón que se encuentre en la misma área de empleo y que se lleven a cabo conforme a los Artículos 16, 26 y 27 de este Acuerdo y con el consentimiento del trabajador, del Cónsul de México y del Secretario del Trabajo, pueden efectuarse por un período no menor de 15 días. Excepto en lo previsto en el Artículo 26, ningún contrato o prorroga podrá ser por un período mayor de seis meses.

El Artículo 15 se reforma para quedar como sigue:

(a) El patrón pagará al trabajador mexicano salarios no inferiores que los prevalecientes para los trabajadores nativos, por trabajo similar, en el tiempo en que éste sea ejecutado, y en la forma acostumbrada en la zona de empleo, o según la tarifa especificada en el Contrato, la que será determinada por el Secretario del Trabajo como necesaria para permitirle certificar de conformidad con las estipulaciones del Artículo 9 (a) del Acuerdo, según la que sea mayor. La de-

terminación de la cuota del salario prevaleciente será hecha asimismo por el Secretario del Trabajo. El patrón y el trabajador mexicano se sujetarán a la determinación del Secretario del Trabajo sobre salarios especificados en este Artículo y tal determinación será final y definitiva.

(b) En ningún caso expedirá el Secretario del Trabajo una autorización a un patrón sobre la base de cualquiera oferta de empleo que especifique un tipo de salarios que sea insuficiente para cubrir las necesidades normales de vida del trabajador mexicano, a juicio del Secretario del Trabajo. En los casos en que las condiciones de una cosecha hagan imposible que un trabajador mexicano que labore con la diligencia y aplicación normales, gane lo suficiente para cubrir sus necesidades normales de vida a los tipos de salarios que esté pagando el patrón, aún tratándose de jornadas completas, el Secretario del Trabajo ordenará una investigación, y cuando sea solicitado por el Cónsul de México, una investigación conjunta para resolver sobre las providencias que deben dictarse para remediar la situación. Si no puede arreglarse con el patrón un ajuste satisfactorio de los salarios, el Secretario del Trabajo procederá de conformidad con las estipulaciones pertinentes del Artículo 7 de este Acuerdo. Lo dispuesto en este párrafo no afectará lo que se establece en el Artículo 25 del propio Acuerdo.

(c) Los Cónsules de México y los representantes del Secretario del Trabajo ejercerán vigilancia para asegurar que el tipo de salario que se pague al trabajador mexicano no sea inferior a la tarifa que se requiera pagar conforme al párrafo (a) de este Artículo para trabajo similar en el área de empleo, y para que los salarios que se paguen a los trabajadores mexicanos de acuerdo con dicha tarifa o con cualquier aumento de la misma, se cumplan efectivamente en el área durante el período de empleo pero no debiendo ser inferiores al mínimo especificado en el Contrato de Trabajo. El patrón estará obligado a poner inmediatamente en vigor los aumentos en los salarios prevalecientes, sin esperar, para ello, petición formal del trabajador, del Cónsul de México o del representante del Secretario del Trabajo. El trabajador por su parte, deberá reconocer y aceptar las bajas que se operen en los tipos de salarios prevalecientes, siempre que no sean inferiores a los especificados en el Contrato de Trabajo.

(d) El Secretario del Trabajo proporcionará periódicamente informes a los respectivos Cónsules y Cónsules Generales mexicanos acerca de los tipos de salarios prevalecientes en sus respectivas jurisdicciones. El Secretario del Trabajo proporcionará también al representante del Gobierno de México en Washington, D.C., los mismos informes con respecto a todas las zonas en las que estén empleados trabajadores mexicanos.

(e) Todas las quejas relativas a falta de pago de los salarios que deben pagarse de conformidad con este Artículo deberán ser resueltas conforme al procedimiento prescrito en el Artículo 30 del Acuerdo.

(f) Los períodos de pago a trabajadores mexicanos serán fijados a intervalos no menos frecuentes que los establecidos para los trabajadores domésticos del patrón; pero en el concepto de que en ningún caso se pagará al trabajador en períodos menos frecuentes que quincenalmente; y de que, el patrón podrá diferir el pago de una cantidad que no excederá de un total de cuatro días de salarios del trabajador mexicano, de un período de pago al subsiguiente hasta que se le hubiere completado el pago final de sus salarios, fecha en la que se le hará entrega de todas las cantidades que se le adeudaren.

Interpretación Conjunta de 1961

Los tipos de salarios que se paguen al trabajador mexicano, no deberán ser inferiores a los salarios prevalecientes que sean cubiertos a los trabajadores domésticos que desempeñen las mismas labores en la misma área de empleo, según lo determine el Secretario del Trabajo, o deberán ser los tipos determinados por el propio Secretario, como necesarios para evitar un efecto desfavorable en los salarios y en las condiciones de trabajo de los trabajadores agrícolas domésticos empleados en labores similares. Los tipos de salarios prevalecientes y los salarios determinados por el Secretario del Trabajo como necesarios para evitar efectos adversos, serán comunicados al Secretario de Relaciones Exteriores conforme se hagan tales determinaciones, pero por lo menos una vez al mes.

En cada una de las Estaciones Migratorias de México y en cada Centro de Recepción en los Estados Unidos de América, se fijarán boletines, en lugares prominentes, en los que se den a conocer las cuotas de salarios prevalecientes para cada tipo de labores y en cada área de empleo en que se ocupará a los trabajadores mexicanos, procedentes de la respectiva Estación Migratoria y al correspondiente Centro de Recepción, a fin de que dichas cuotas sean conocidas anticipadamente por los trabajadores mexicanos quienes, en todo caso, podrán discutirlas con los empleadores y aceptarlas o rehusarlas.

Si el Secretario de Relaciones Exteriores juzga que la determinación del Secretario del Trabajo, sobre el tipo de salarios prevalecientes para una área específica no es correcta, comunicará al Secretario del Trabajo sus puntos de vista sobre el particular. Proporcionará asímismo al Secretario del Trabajo los datos sobre los cuales base su conclusión, a efecto de que el referido Secretario pueda considerar tales datos al revisar el asunto.

Si el Secretario del Trabajo, no encuentra que su determinación sea inexacta después de revisar la información que le proporcione el Secretario de Relaciones Exteriores, se llevará a cabo una investigación conjunta por representantes de los dos Gobiernos, si así lo solicita el Secretario de Relaciones Exteriores, a fín de que el Secretario del Trabajo pueda resolver si procede expedir una nueva determinación del tipo de salario prevaleciente. Mientras tanto, no se suspenderá

la contratación de trabajadores, pero el Gobierno de México podrá informar a éstos, en las Estaciones Migratorias, que se llevará a efecto una investigación conjunta con respecto a las cuotas de salarios en cuestión. Si de la investigación conjunta resulta que los investigadores no pueden ponerse de acuerdo sobre la información que deba someterse al Secretario del Trabajo, el Gobierno de México solicitará de éste que tome en cuenta las consideraciones que desee presentarle con respecto a los salarios prevalecientes.

Se reforma el Artículo 19 para quedar como sigue:

RESPONSABILIDADES DEL PATRON RESPECTO DE LESIONES Y ENFERMEDADES PROFESIONALES; Y DE BENEFICIOS DEL INSTITUTO MEXICANO DEL SEGURO SOCIAL.

El patrón proporcionará al trabajador mexicano, sin costo alguno para éste, las garantías concernientes a la atención médica y a las compensaciones por accidentes de trabajo y enfermedades profesionales, previstas en la Cláusula 3 (a) del Contrato de Trabajo y cumplirá sus obligaciones estipuladas en las Cláusulas 3 (b) y 25 del mismo Contrato.

El Artículo 22 se reforma como sigue:

(a) Ningún trabajador mexicano será utilizado para cubrir un empleo en el que se prohiba llenar la vacante por trabajadores de los Estados Unidos, conforme a los reglamentos o a la política del Departamento del Trabajo que se refieren a empleos afectados por huelgas o por otros conflictos de trabajo.

(b) En el caso de ocurrir una huelga o paro de cincuenta por ciento (50) o más de un grupo de trabajadores agrícolas domésticos empleados por un patrón (incluyendo a miembros de una asociación) en algún establecimiento agrícola, en donde estén empleados trabajadores mexicanos, el Secretario del Trabajo suspenderá la autorización al patrón y retirará los trabajadores mexicanos.

(c) En el caso de huelga o paro de menos del cincuenta por ciento de un grupo de trabajadores agrícolas domésticos empleados por un patrón (incluyendo a miembros de una asociación) en cualquier establecimiento agrícola en el que estén empleados trabajadores mexicanos, el Secretario del Trabajo podrá suspender la autorización del patrón de acuerdo con el criterio que pueda prescribir, y podrá retirar a los trabajadores mexicanos empleados por el patrón.

(d) En caso de huelga o paro en cualquier establecimiento agrícola en el que estén empleados trabajadores mexicanos, el Secretario del Trabajo suspenderá la autorización del patrón en todo o en parte y podrá retirar a los trabajadores mexicanos empleados por un patrón cuando determine que la salud o seguridad de los trabajadores mexi-

canos esté amenazada por causa de la huelga o paro, o cuando encuentre que el interés público o la seguridad requiera tal acción.

(e) Para los fines de los párrafos (b) y (c), la determinación del Secretario del Trabajo sobre si más o menos del 50% de los trabajadores agrícolas domésticos están en huelga o paro, se hará sobre la base de los trabajadores agrícolas domésticos que se hallan ocupados normalmente en las mismas labores, o en labores intercambiables similares a las ejecutadas por los trabajadores huelguistas o parados, y el retiro de los trabajadores mexicanos, cuando sea requerido conforme a los párrafos (b) o (c), se hará dentro del mismo tipo de labores.

(f) En caso de que una autorización sea suspendida o revocada conforme a este Artículo, el Secretario del Trabajo hará esfuerzos especiales para el traslado de esos trabajadores a otro empleo agrícola y les dará preferencia en su contratación sobre cualesquier otros trabajadores mexicanos. En caso de que no se pueda arreglar ese cambio, los contratos de los trabajadores serán terminados y los trabajadores regresados al Centro de Recepción. La obligación que la Cláusula 10 del Contrato de Trabajo impone a los patrones será aplicable solamente al período comprendido entre el día siguiente a la llegada del trabajador al lugar de empleo y la fecha en que el contrato quede terminado de acuerdo con este Artículo.

(g) Para los fines de este Artículo, un "establecimiento agrícola" incluye todos los lugares de empleo operados por un patrón como una empresa integrada o única. Los factores que se tomarán en consideración en la determinación sobre qué lugares de empleo comprenden una empresa integrada o única, incluirán sin estar limitados, a las operaciones en las que el patrón como práctica general emplea a sus trabajadores intercambiablemente en varios lugares o donde usa el mismo equipo en varios lugares, mantiene personal de supervisión común, registros de pago únicos, registros contables sobre costos únicos, u otras prácticas de dirección u operación que tiendan a indicar que los diversos lugares son de hecho parte de un solo complejo económico, sean o no contiguos esos lugares de empleo.

(h) En vista del interés del Gobierno de México en el problema de las huelgas o paros, los dos Gobiernos se intercambiarán información concerniente a las situaciones que puedan surgir y, por su parte, el Gobierno de los Estados Unidos de América se compromete a tomar ampliamente en consideración los puntos de vista y las recomendaciones del Gobierno de México. Sin embargo, el Secretario del Trabajo no necesitará esperar la presentación de información, puntos de vista o recomendaciones del Gobierno de México para retirar los trabajadores mexicanos de conformidad con este Artículo.

El último párrafo del Artículo 23 se reforma para quedar como sigue:

Si algún patrón rehusase permitir a los funcionarios anteriormente citados, el acceso al lugar de empleo, tal acto constituirá una

violación a este Acuerdo y se procederá en consecuencia de conformidad con las disposiciones pertinentes del mismo.

El Artículo 26 se modifica como sigue:

El Contrato de Trabajo puede ser prorrogado por períodos adicionales. Excepto lo previsto por el Artículo 14 de este Acuerdo, ninguna prórroga será por un período menor de seis semanas. Ningún contrato o sus prórrogas permanecerán vigentes después de la fecha de expiración de este Acuerdo; y ningún trabajador permanecerá en los Estados Unidos por un período que exceda de seis meses excepto conforme a las siguientes condiciones:

1.– Se autoriza la permanencia de trabajadores en los Estados Unidos por un período mayor de seis meses, siempre que el número no exceda del quince por ciento del total de trabajadores contratados por un patrón en un tiempo dado.

2.– Bajo ninguna circunstancia permanecerá un trabajador mexicano en los Estados Unidos por un período que exceda de nueve meses.

3.– Todas esas prórrogas se llevarán a cabo unicamente con el consentimiento del trabajador mexicano, del representante del Secretario del Trabajo y del Cónsul de México correspondiente.

Interpretación Conjunta de 1961

El Artículo 26 del Acuerdo sobre Trabajadores Migratorios de 1951 Reformado, se interpreta en el sentido de que el número de trabajadores mexicanos empleados por cada patrón, que puede permanecer en los Estados Unidos de América durante un período mayor de seis meses pero que no pase de nueve meses, no será más del quince por ciento del número máximo de trabajadores empleados por el mismo patrón en cualquier día del año de calendario inmediatamente anterior al año, también de calendario, en que se prorroguen los contratos de dichos trabajadores que hubieren cumplido seis meses de empleo.

El Artículo 30 (a) (8) se reforma como sigue:

Cualquier trabajador mexicano o cualquier patrón (su empleado o agente) afectados por una resolución conjunta, pueden apelar de la misma dentro del plazo de diez días a partir de la fecha de recibo de la notificación.

Toda apelación se formulará por escrito y deberá precisar los conceptos en que se considera que la resolución es errónea. Los trabajadores mexicanos presentarán su escrito de apelación por conducto del Cónsul de México de la jurisdicción, al representante del Gobierno de México en Washington, D.C. El Representante Regional será notificado por el Cónsul de México cuando se registre dicha apelación. Los patrones (su empleado o agente) presentarán su escrito de apela-

ción por conducto del correspondiente Director Regional de la Oficina de Seguridad de Empleo al Secretario del Trabajo en Washington, D.C. El Cónsul de México será notificado de la apelación presentada.

El Artículo 30 (a) (14) se reforma para quedar como sigue:

Durante el curso de cualquiera investigación o de cualquier otro procedimiento que se siga con arreglo a este Artículo, se mantendrá el status quo en todo lo que sea posible, excepto cuando los representantes de los dos Gobiernos dispongan otra cosa de común acuerdo, siempre que, en aquellos casos en que el Gobierno de los Estados Unidos pueda incurrir en responsabilidad económica por efecto de su garantía a los trabajadores mexicanos, el Secretario del Trabajo podra requerir del patrón, como una condición para mantener el status quo mientras esté pendiente la apelación, que otorgue una fianza o constituya un depósito en efectivo con el propio funcionario, por la suma que éste juzgue necesaria para garantizar totalmente la indemnización.

El Artículo 30 (a) (15) se reforma para quedar como sigue:

Siempre que se requiera hacer una notificación a un trabajador mexicano o a un patrón (su representante o empleado) de conformidad con este Artículo, se hará por escrito mediante entrega personal o por correo certificado con acuse de recibo. Cualquiera notificación requerida por este Artículo se considerará como entregada en la fecha en que dicha notificación fuera de hecho entregada, o si se envió por la vía postal, en la fecha de depósito en el correo.

El Artículo 32 se modifica como sigue:

GARANTIAS DEL GOBIERNO DE LOS ESTADOS UNIDOS Y OBLIGACIONES SECUNDARIAS DE LOS MIEMBROS DE UNA ASOCIACION.

(a) El Gobierno de los Estados Unidos garantiza el cumplimiento de las disposiciones de este Acuerdo por parte de los patrones, incluyendo aquellas del Contrato de Trabajo, relacionadas con el pago de salarios, los que comprenderán para los fines de este Artículo salarios en efectivo y cualesquiera otras formas de remuneración al trabajador mexicano, y con el suministro o pago de transportación. El patrón conviene en reembolsar al Gobierno de los Estados Unidos cualesquiera sumas pagadas por dicho Gobierno en cumplimiento de esta garantía.

(b) Con respecto a cualquiera cantidad que se deba por un patrón incumplido, el Gobierno de los Estados Unidos pagará al Gobierno de México, como representante éste último del trabajador, las cantidades que se haya determinado que se le adeudan, dentro de los 20 días siguientes a la determinación final en que quede establecido el adeudo del patrón, o tan pronto como sea posible después de ese plazo. Respecto a cualesquier pagos que se encuentre adeuda un patrón que no haya cumplido con sus obligaciones contenidas en la Cláusula 25 del

Contrato de Trabajo, el Gobierno de los Estados Unidos de conformidad con su garantía hará el pago directamente al Gobierno de México para ser entregado al Instituto Mexicano del Seguro Social.

(c) Cuando exista una resolución definitiva en la que se determine que una asociación no ha cumplido sus obligaciones derivadas de este Acuerdo para con un trabajador mexicano, como resultado de las violaciones de los términos y disposiciones del mismo, si dicha asociación omite pagar cualesquiera cantidades que adeude, los miembros individuales de ella para quienes fueron obtenidos los trabajadores mexicanos estarán obligados a pagar tal cantidad en la parte proporcional que les corresponda como miembros de la asociación. En el caso de una resolución definitiva resultante de la violación de los términos y disposiciones de este Acuerdo por parte de un miembro de una asociación, el usuario estará obligado a cubrir las cantidades debidas por la asociación si ésta no cumple.

(d) El empleo de trabajadores mexicanos por un miembro de una asociación constituirá su aceptación de las obligaciones estipuladas en los términos y disposiciones de este Acuerdo.

(e) Siempre que el Secretario del Trabajo determine que la obligación individual de un miembro de una asociación no es necesaria para asegurar el cumplimiento de las obligaciones de la asociación para con el Gobierno de los Estados Unidos, puede liberarlo de tal obligación.

Se modifica el Artículo 33 como sigue:

(a) Las disposiciones contenidas en el Artículo IX de la Convención Consular entre los Estados Unidos de América y los Estados Unidos Mexicanos, del 12 de agosto de 1942, serán aplicadas a los trabajadores en todo lo que se refiere a los derechos que la misma establece.

(b) El Cónsul de México que corresponda o cualquier otro funcionario designado por el Gobierno de México, está autorizado para actuar como agente de cualquier trabajador mexicano con el fin de recibir pagos hechos conforme a los párrafos (c) y (d) de este Artículo, por cualesquiera sumas que se adeuden a un trabajador cuya dirección no pueda ser obtenida. En el caso de pagos efectuados por el patrón conforme al párrafo (c), y cuando el pago sea hecho por el Gobierno de los Estados Unidos conforme al párrafo (d), el Cónsul de México o el funcionario designado por el Gobierno de México están autorizados para expedir los recibos correspondientes a nombre del trabajador mexicano.

(c) Para ese fin, cuando el pago sea hecho por cualquier patrón, éste deberá utilizar cheques de cajero, cheques certificados, giros o cualesquiera otras formas de instrumentos negociables satisfactorios para el Gobierno Mexicano, expedidos precisamente en la siguiente forma:

"	"
(nombre del trabajador mexicano).	o Secretaría de Relaciones Exteriores de México.

(d) Cuando un pago sea hecho por el Gobierno de los Estados Unidos conforme a cualquiera garantía de este Acuerdo, puede efectuarse en cualquiera forma aceptable para ambos Gobiernos.

(e) Siempre que el pago se haga de conformidad con el párrafo (c) o (d), el patrón y el Gobierno de los Estados Unidos quedarán relevados de toda responsabilidad por las reclamaciones cubiertas por tales pagos. En cuanto a la obligación del patrón para con los Estados Unidos de América por las cantidades cubiertas por éstos de conformidad con la garantía del Artículo 32, se considera que el pago se realiza al entregar los Estados Unidos un cheque al funcionario mexicano correspondiente, por la cantidad que se le debe al trabajador mexicano.

El Artículo 35 se reforma para quedar como sigue:

PROTECCION DE LOS TRABAJADORES MEXICANOS.

(a) El Gobierno de los Estados Unidos de América acepta ejercer vigilancia especial e imponer su influencia moral con las autoridades estatales y locales, a fín de que los trabajadores puedan gozar imparcial y expeditamente, de los derechos que las leyes de los Estados Unidos les otorgan.

(b) Ningún trabajador mexicano será o permanecerá empleado en donde su ocupación pueda presentar una amenaza para su salud o su seguridad.

(c) Cuando de conformidad con las estipulaciones de este Artículo se suspenda la autorización de un patrón y los trabajadores mexicanos empleados con el mismo sean retirados bajo circunstancias que no impliquen violación al Acuerdo por parte del patrón, el Secretario del Trabajo hará esfuerzos conforme al Artículo 27 para trasladar a los trabajadores mexicanos a otro empleo agrícola en el que no se puedan obtener razonablemente trabajadores domésticos, y el patrón será responsable para con el trabajador mexicano conforme al Artículo 16 de este Acuerdo, únicamente por el período comenzando con el día siguiente al de la llegada del trabajador al lugar de empleo y terminando con la fecha del retiro de los trabajadores mexicanos.

El Artículo 38 queda reformado marcando el primer párrafo con la letra (a) y agregando un nuevo párrafo con la letra (b) como sigue:

(b) Ningún trabajador mexicano será empleado por el patrón después de expedida la autorización, cuando el Departamento de Justicia de los Estados Unidos encuentre que el patrón ha empleado a un mexicano sabiendo o teniendo fundamentos razonables para creer o sospechar que no se encontraba legalmente en los Estados Unidos, o si

este hecho pudo haberlo comprobado mediante una investigación razonable.

El Artículo 40 se reforma para quedar como sigue:

Todos los contratos individuales de trabajo y todas la prórrogas autorizadas después del 31 de enero de 1962, se regirán por el presente Acuerdo y sus Reformas.

El Artículo 41 se reforma para quedar como sigue:

El presente Acuerdo se designará Acuerdo Sobre Trabajadores Migratorios de 1951 y sus Reformas, y permanecerá vigente por un período que no excederá del 31 de diciembre de 1963 a menos que antes sea terminado mediante un aviso por escrito que cualquiera de las Altas Partes Contratantes le dé a la otra con no menos de treinta días de anticipación.

CONTRATO DE TRABAJO.

La tabla contenida en la Cláusula 3 se reforma para quedar como sigue:

TABLA

Por muerte	DLS. 2,000.00
Inhabilidad total y permanente	3,000.00
PERDIDA DE:	
Ambas manos	DLS. 2,000.00
Ambos pies	2,000.00
Vista de ambos ojos	2,000.00
Una mano y un pie	2,000.00
Una mano y la vista de un ojo	2,000.00
Un pie y la vista de un ojo	2,000.00
Una mano o un pie	1,000.00
La vista de un ojo	1,000.00
Pérdida total de un dedo	100.00
Pérdida parcial de un dedo	50.00

Interpretación Conjunta de 1961

La Cláusula 3 del Contrato Tipo de Trabajo, Reformado, no requiere que un patrón proporcione protección a los trabajadores mexicanos conforme a las Leyes Estatales de compensación a trabajadores, cuando dichas leyes no requieran o prohiban la protección de los trabajadores del campo conforme a las mismas. Sin embargo, a falta de protección bajo las Leyes Estatales de compensación a trabajadores, el patrón deberá obtener como condición para contratar, prorrogar contratos, o recontratar trabajadores mexicanos, una póliza de seguros que contenga, como mínimo, los beneficios anotados en la Cláusula 3.

Si bien el patrón no está obligado conforme a la citada cláusula 3, a obtener pólizas de seguro que cubran mayores beneficios de los especificados en el mismo precepto, la responsabilidad del patrón no está limitada, por virtud de la repetida cláusula, a la lista de beneficios que la misma contiene.

En los términos de las disposiciones de la Cláusula 3, el trabajador puede ejercitar sus derechos derivados del derecho consuetudinario (common Law) y de la Ley positiva, para demandar daños y perjuicios por concepto de accidente o enfermedad, además de las cantidades garantizadas en dicha Claúsula.

La Cláusula 4 se reforma para quedar como sigue:

(a) El patrón pagará al trabajador mexicano salarios no inferiores a los tipos de salarios prevalecientes para los trabajadores domésticos, por trabajos similares, en el tiempo en que se ejecute el trabajo y de la manera que se acostumbre pagar en la zona de empleo, o los salarios especificados en el Contrato de Trabajo que sean determinados por el Secretario del Trabajo como necesarios para permitirle certificar de conformidad con las estipulaciones del Artículo 9 (a) del Acuerdo, cualquiera que sea mayor. La determinación de los tipos de salarios prevalecientes será hecha también por el Secretario del Trabajo. El patrón y el trabajador mexicano aceptan someterse a la determinación del Secretario del Trabajo sobre salarios requeridos en esta Cláusula y tal determinación será final y decisiva.

(b) Cuando se paguen salarios más altos por trabajos especializados, tales como el manejo de vehículos o maquinaria, se pagarán al trabajador mexicano tales salarios durante el tiempo que se dedique a dichos trabajos.

(c) El Secretario del Trabajo no expedirá a un patrón ninguna autorización para contratar trabajadores mexicanos que estuviere basada en ofrecimiento de empleo que especifique tipos de salarios que, a juicio del propio Secretario del Trabajo, sean insuficientes para cubrir las necesidades normales de vida de dichos trabajadores. Cuando las condiciones de una cosecha sean tales que le resulte imposible a un trabajador mexicano satisfacer sus necesidades normales de vida, con las cuotas pagadas por el patrón aún trabajando con diligencia y aplicación normales y durante jornadas completas, el Secretario del Trabajo ordenará que se practique una investigación, o bien una investigación conjunta cuando la solicite el Cónsul de México, a fin de determinar las providencias necesarias para remediar la situación. Si no se logra un acuerdo con el patrón para ajustar satisfactoriamente los salarios, el Secretario del Trabajo obrará de conformidad con las estipulaciones aplicables del Artículo 7 del Acuerdo. Lo establecido en este párrafo no modifica de ninguna manera lo dispuesto por el Artículo 25 del Acuerdo.

(d) Cuando la costumbre prevaleciente sea pagar el trabajo a base de destajo, se le pagará al trabajador mexicano, por las primeras 48 horas de empleo en cada clase de trabajo, a base de una cuota no menor de Dls. 2.00 por un día de trabajo de ocho horas, o los salarios que devengue al tipo correspondiente por trabajo o destajo, si éstos fueren mayores. Sin embargo en ningún caso se le pagará al trabajador mexicano por cualquier día de trabajo en que labore en las horas que se le ofrezcan, incluyendo sueldos y la subsistencia que le corresponda ese día, un total menor del importe de la subsistencia correspondiente especificada en este Contrato. Al terminar el primer período de 48 horas de empleo en trabajos que requieran aptitudes que sean razonablemente similares, se le pagará al trabajador mexicano a base de destajo precisamente.

(e) Siempre que un trabajador mexicano sea destinado a labores en que se requieran aptitudes que no sean razonablemente similares a las de las labores que haya ejecutado previamente durante un período de 48 horas o más, la garantía de 48 horas se aplicará a los nuevos trabajos a que haya sido asignado.

(f) La garantía correspondiente a las primeras 48 horas de trabajo conforme a esta Cláusula, no será aplicada a las prórrogas del Contrato de Trabajo o a nuevos contratos que se celebren como resultado de un traslado del Trabajador de un patrón a otro, excepto en el caso en que las aptitudes requiridas no sean razonablemente similares a las de cualquier trabajo previo que el trabajador mexicano haya ejecutado durante 48 horas o más.

(g) Los períodos de pago a trabajadores mexicanos serán fijados a intervalos no menos frecuentes que los establecidos para los trabajadores domésticos de un patrón; pero en el concepto de que en ningún caso se pagará al trabajador en períodos menos frecuentes que quincenalmente; y de que, el patrón podrá diferir el pago de una cantidad que no excederá de un total de cuatro días de salarios del trabajador mexicano, de un período de pago al subsiguiente hasta que se le hubiere completado la liquidación final de sus salarios, fecha en la que se le hará el pago de todas las cantidades que se le adeudaren.

(h) Con respecto a este párrafo, el término "los salarios de cuatro días", significa cuatro días en que el trabajador labore ocho horas diarias cuando menos.

(i) El trabajador mexicano que no labore el día domingo no recibirá ningún salario por ese día, pues debe entenderse que, según la costumbre establecida en los Estados Unidos de América al fijarse las escalas de salarios, en éstas se considera ya incluído el pago del séptimo día que establece la Ley Federal del Trabajo de México. Tampoco serán pagados al trabajador mexicano los días de Año Nuevo, 4 de Julio, Día del Trabajo, Día de Gracias o Día de Navidad, a menos que trabaje en esos días. No obstante, si el trabajador desempeña labores en cualquiera de esos días, tendrá derecho a que se le pague su

trabajo de esos días conforme a los tipos de salarios prevalecientes no inferiores a los que priven en la zona de empleo para labores similares.

(j) Toda queja relativa a falta de pago de salarios especificados en este Contrato, será resuelta aplicándose el procedimiento que establece el Artículo 30 del Acuerdo.

Interpretación Conjunta de 1961.

Conforme a lo estipulado en la Cláusula 4 del Contrato Tipo de Trabajo, Reformado, el trabajador mexicano tiene garantizados salarios por un mínimo de Dls.2.00 por un día en que trabaje ocho horas durante las primeras 48 horas de empleo. Si durante las primeras 48 horas de trabajo, labora más de 8 horas en un día, tiene garantizada, además del mínimo de Dls.2.00 una compensación por las horas adicionales, calculadas en la misma escala que la compensación de las primeras ocho horas de tal día de trabajo. Las horas que trabaje en exceso de 8 horas por día, serán contadas para el cómputo de 48 horas durante las cuales se aplica la garantía mínima de salarios a que se refiere esta Cláusula.

La Cláusula 10 del Contrato Tipo de Trabajo se reforma eliminando todo lo que aparece después del final del párrafo 5.

La Cláusula 12 se reforma agregando al final del primer párrafo un nuevo párrafo que diga lo siguiente:

El Secretario del Trabajo puede señalar menús para la alimentación de los trabajadores mexicanos, requerir el mantenimiento de registros con respecto al costo en los servicios de alimentación, y emitir instrucciones respecto a salubridad, preparación, servicios, inspección y almacenamiento de alimentos; tales instrucciones estarán sujetas a revisión por el representante del Gobierno de México en Washington, D.C.

Interpretación Conjunta de 1961

Las cuotas de subsistencia, excepto en el caso a que se refiere el último párrafo de la cláusula 10 del Contrato de Trabajo, serán determinadas por el Secretario del Trabajo, con la frecuencia que requieran los cambios del costo de los alimentos en la región del empleo.

En ningún caso las cuotas de subsistencia serán inferiores al costo, en la región del empleo, de las dietas que el Secretario del Trabajo prescriba.

Las diferencias que pudieran surgir con respecto a las cuotas de subsistencia serán resueltas de mutuo acuerdo por medio de una investigación conjunta sobre el costo en el área del empleo, de las dietas aprobadas por el Secretario del Trabajo. Al solicitar una investigación conjunta, el Gobierno de México proporcionará al Secretario del

Trabajo los informes en que basa su petición. La contratación de trabajadores no se interrumpirá mientras tanto, pero el Gobierno de México podrá informar a los trabajadores que las cuotas de subsistencia en cuestión serán motivo de una investigación conjunta.

Las cuotas de subsistencia serán dadas a conocer al Secretario de Relaciones Exteriores a medida que el Secretario del Trabajo las determine y se harán figurar, como en el caso de los salarios prevalecientes, en los boletines que se fijen en lugares ostensibles en las Estaciones Migratorias de México y en los Centros de Recepción.

Si el patrón mantiene servicio de restaurante, la situación se regirá por las disposiciones pertinentes de las Cláusulas 10 y 12 del Contrato de Trabajo.

Se reforma la Clúsula 13 para quedar como sigue:

Los permisos para que los trabajadores se ausenten de su trabajo, se arreglarán entre el trabajador y el patrón, unicamente con la aprobación del Cónsul de México y del representante del Secretario del Trabajo correspondiente.

La Cláusula 21 se reforma como sigue:

El patrón y el trabajador por mutuo consentimiento convienen en acatar las Resoluciones Definitivas expedidas de conformidad con los Artículos 7 y 30 del Acuerdo Internacional. Tales Resoluciones Definitivas serán obligatorias y concluyentes.

Queda entendido que los Instructivos Conjuntos de Funcionamiento 2, 3, 4 y 5 aprobados con anterioridad por nuestros dos Gobiernos, permanecerán vigentes, y que entrará en vigor el nuevo Instructivo Conjunto de Funcionamiento Número 6, que junto con la reforma al Instructivo Conjunto de Funcionamiento No. 1, se agrega a la presente.

Queda entendido asimismo, que el Secretario del Trabajo revisará el sistema de pedidos de trabajadores mexicanos hechos por los Estados Unidos, con el fín de que no sean cancelados los pedidos confirmados; pero si continuan ocurriendo las cancelaciones a pesar de tal revisión, los dos Gobiernos buscarán una solución equitativa al problema, la que se establecería mediante intercambio de notas.

El Gobierno de los Estados Unidos de América considerará esta Nota y la contestación de Vuestra Excelencia concordando con ella, como constituyendo un acuerdo entre nuestros dos Gobiernos."

En debida respuesta a la Nota que ha quedado transcrita, me es satisfactorio manifestar a Vuestra Excelencia que mi Gobierno confirma y acepta la prórroga del Acuerdo mencionado con las reformas que en la propia Nota se indican, así como los Instructivos Conjuntos de Funcionamiento aprobados previamente por los dos Gobiernos, las

reformas al Número 1 y el nuevo Instructivo Número 6, para el efecto de que su vigencia se prorrogue hasta el 31 de diciembre de 1963.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL TELLO.

Excelentísimo señor THOMAS C. MANN.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
México, D. F.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

136395 MÉXICO, D.F., *December 29, 1961.*

MR. AMBASSADOR:

I have the honor to acknowledge Your Excellency's courteous Note No. 709, dated the 29th of the present month, which reads word for word as follows:

[For the English language text of the note, see *ante*, p. 2022.]

In due reply to the Note transcribed above, I have the pleasure to inform Your Excellency that my Government confirms and accepts the extension of the aforesaid Agreement with the amendments indicated in the said Note, as well as the Joint Operating Instructions previously approved by the two Governments, the amendments to Instruction No. 1 and the new Instruction No. 6, in order that the same may remain in force until December 31, 1963.

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

MANUEL TELLO.

His Excellency
THOMAS C. MANN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
México, D.F.

REPUBLIC OF CONGO

Treaties: Continued Application to Congo (Brazzaville) of Certain Treaties Concluded Between the United States and France

Exchange of notes
Dated at Brazzaville May 12 and August 5, 1961.

The American Ambassador to the Congolese Minister of Foreign Affairs

No. 78

The Ambassador of the United States of America presents his compliments to His Excellency the Minister of Foreign Affairs of the Republic of Congo and has the honor to request the views of the Ministry on the present applicability of international agreements concluded by the Government of France on behalf of the Congo territory prior to the independence of the Republic of Congo.

W. W. B.

Enclosure:
Unofficial French translation.[1]

EMBASSY OF THE UNITED STATES OF AMERICA,
Brazzaville, May 12, 1961.

[1] Not printed.

The Congolese Ministry of Foreign Affairs to the American Embassy

REPUBLIQUE DU CONGO

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

N° 976/ETR.
PD/JM – 4.8.61

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats Unis d'Amérique et a l'honneur de se référer à sa note n° 78 du 12 Mai 1961.

Conformément aux usages du Droit International et en raison des conditions dans lesquelles est intervenue l'accession à la souveraineté internationale de la République du Congo, celle-ci se considère comme partie aux traités et conventions signés antérieurement à son indépendance par la République Française et étendus par cette dernière à ses anciens territoires d'outre-mer, tant que ces traités ou conventions n'ont pas été expressement dénoncés par elle ou abrogés tacitement par un texte les remplaçant.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats Unis d'Amérique les assurances de sa haute considération ./–

BRAZZAVILLE, *le–5 Aout 1961*

[SEAL] S TCHICHELLE

S. Tchichelle
Ministre des Affaires Etrangères

AMBASSADE DES ETATS UNIS D'AMÉRIQUE
Brazzaville

Translation

REPUBLIC OF CONGO

MINISTRY
OF
FOREIGN AFFAIRS

No. 976/ETR.
PD/JM – 4.8.61

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 78 of May 12, 1961.

In accordance with the practices of international law and because of the circumstances under which the Republic of Congo attained international sovereignty, the latter considers itself to be a party to the treaties and agreements signed prior to its independence by the French Republic and extended by the latter to its former overseas territories, provided that such treaties or agreements have not been expressly denounced by it or tacitly abrogated by a text replacing them.

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

[SEAL] S TCHICHELLE

S. Tchichelle
Minister of Foreign Affairs

BRAZZAVILLE, *August 5, 1961*

EMBASSY OF THE
UNITED STATES OF AMERICA,
Brazzaville.

ISRAEL

Agricultural Commodities: Closing of Accounts in Connection with Certain Agreements

Agreement effected by exchange of notes
Signed at Tel Aviv June 14 and August 28, 1962;
Entered into force August 28, 1962.

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 47

TEL AVIV, *June 14, 1962.*

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 Israel signed on April 29, 1955 [1] as supplemented by an Agreement signed June 15, 1955,[2] and to the Agricultural Commodities Agreement between our two Governments signed on November 10, 1955,[3] as amended by an exchange of notes dated January 31, 1956 [4] and by a further exchange of notes signed April 9 and 10, 1957,[5] and the Amendatory Agreement signed on February 10, 1956,[6] and to the Agricultural Commodities Agreement between our two Governments signed on September 11, 1956,[7] and to the Agricultural Commodities Agreement between our two Governments signed on November 7, 1957,[8] as amended by an exchange of notes dated January 29 and February 4, 1958,[9] and to a further exchange of notes on June 30, 1958,[10] and to the exchange of notes

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[1] TIAS 3228; 6 UST 813.
[2] TIAS 3261; 6 UST 1173.
[3] TIAS 3429; 6 UST 5715.
[4] TIAS 3489; 7 UST 157.
[5] TIAS 3798; 8 UST 457.
[6] TIAS 3497; 7 UST 216.
[7] TIAS 3635; 7 UST 2469.
[8] TIAS 3945; 8 UST 2205.
[9] TIAS 4006; 9 UST 305.
[10] TIAS 4063; 9 UST 967.

dated August 28, 1958 [1] further amending Agreements of April 29, 1955, November 10, 1955, September 11, 1956 and November 7, 1957.

Article I of the Agreement of April 29, 1955, as supplemented, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $13,000,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $12,978,006.79, disbursements for which deposits of Israel pounds were required totaled $12,696,519.17, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 22,853,734.50 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of November 10, 1955, as amended, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $27,940,000.00 including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $27,921,300.25, disbursements for which deposits of Israel pounds were required totaled $27,632,103.34, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 49,737,786.01 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of September 11, 1956 provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $10,700,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the

[1] TIAS 4097; 9 UST 1156.

United States of America were $10,573,407.36, disbursements for which deposits of Israel pounds were required totaled $10,538,426.92, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 18,969,168.45 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

Article I of the Agreement of November 7, 1957, as amended, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $41,000,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $41,001,765.44, disbursements for which deposits of Israel pounds were required totaled $39,231,-516.02, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 70,616,728.83 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of Israel pounds which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act,[1] as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

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

N. SPENCER BARNES
Charge d'Affaires ad interim

Her Excellency
Mrs. GOLDA MEIR,
Minister for Foreign Affairs of
The State of Israel.

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

MINISTER FOR FOREIGN AFFAIRS שר החוץ

JERUSALEM, *28 August, 1962.*

MR. CHARGÉ D'AFFAIRES,

I have the honour to acknowledge receipt of your Note No. 47 of 14 June reading as follows:–

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Israel signed on April 29, 1955 as supplemented by an Agreement signed June 15, 1955, and to the Agricultural Commodities Agreement between our two Governments signed on November 10, 1955, as amended by an exchange of notes dated January 31, 1956 and by a further exchange of notes signed April 9 and 10, 1957, and the Amendatory Agreement signed on February 10, 1956, and to the Agricultural Commodities Agreement between our two Governments signed on September 11, 1956, and to the Agricultural Commodities Agreement between our two Governments signed on November 7, 1957, as amended by an exchange of notes dated January 29 and February 4, 1958, and to a further exchange of notes on June 30, 1958, and to the exchange of notes dated August 28, 1958 further amending Agreements of April 29, 1955, November 10, 1955, September 11, 1956 and November 7, 1957.

"Article I of the Agreement of April 29, 1955, as supplemented, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $13,000,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $12,978,-006.79, disbursements for which deposits of Israel pounds were required totaled $12,696,519.17, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 22,853,734.50 Israel pounds pursuant to Article III of the Agreement are equal

to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

"Article I of the Agreement of November 10, 1955, as amended, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $27,940,000.00 including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $27,921,-300.25, disbursements for which deposits of Israel pounds were required totaled $27,632,103.34, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 49,737,786.01 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

"Article I of the Agreement of September 11, 1956 provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $10,700,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $10,573,407.36, disbursements for which deposits of Israel pounds were required totaled $10,538,-426.92, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 18,969,168.45 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

"Article I of the Agreement of November 7, 1957, as amended, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to $41,000,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were $41,001,765.44, disbursements for which deposits of Israel pounds were required totaled $39,231,516.02, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 70,616,728.83 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

"To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of Israel pounds which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act, as amended, in effect at the time of the refund.

"Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply."

The foregoing text is acceptable to the Government of Israel. I accordingly concur that your Note and this, my affirmative Note in reply, shall constitute an Agreement between our two Governments to enter into force on the date of this Note.

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

GOLDA MEIR

Mr. N. SPENCER BARNES
Chargé d'Affaires ad interim
Embassy of the United States
of America
in Israel.

TIAS 5162

ITALY

Agricultural Commodities: Continuation of Child Feeding Program

Agreement effected by exchange of notes
Signed at Rome August 28, 1962;
Entered into force August 28, 1962.

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Rome, August 28, 1962

No. 187

EXCELLENCY:

Pursuant to recent conversations between representatives of our two Governments, I have the honor to inform you that the United States Government has considered that:

a) The cooperation carried out with the Italian Government, under Title II, United States Public Law 480, 83rd Congress, [1] as amended, has fostered the development in Italy of a system of coordinated programs carried out by the Amministrazione per le Attività Assistenziali Italiane ed Internazionali (AAI)—of food distribution, of nutrition education, of training of personnel, of typical feeding facilities and educational-recreational centers, which may serve as models for the establishment of similar services for children of school age in underdeveloped countries;

b) The program of school lunches, which benefits by the donation of agricultural commodities from the United States, has been notably expanded in that the number of beneficiaries has risen from 1,324,000 at the beginning of the first Agreement signed on June 30, 1955 to 1,654,289 during the current year of implementation of the fourth Agreement signed on July 19, 1960; [2]

c) The school lunch program and the cooperation of the United States Government have had a particularly notable influence on the development of an extensive network of school feeding centers which, according to a nation-wide survey carried out by the AAI in Oc-

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[1] 68 Stat. 457; 7 U.S.C. §§ 1721–1724.

[2] TIAS 4578; 11 UST 2152.

tober 1961, had risen during the school year 1960–1961 to a total of 13,214 centers with 937,126 children. This progress is still continuing and the need has been verified for: expanding the school lunch program in Southern Italy by converting a number of centers for the distribution of light snacks or milk and crackers into centers regularly serving hot meals; improving the housing and/or facilities of approximately one-third of the feeding centers; and improving the training of the personnel;

Therefore, the United States Government proposes to continue, for the purpose of an orderly termination of its contribution, its cooperation with the Government of Italy for two years, from October 1, 1962 to September 30, 1964 on the conditions specified below.

Further to the above-mentioned conversations the representatives of our two Governments have agreed as follows:

1. In consideration of the undertakings and understandings contained herein, the United States Government will supply to the Italian Government during the two-year period of this Agreement, to the extent available in Commodity Credit Corporation (CCC) stocks, without cost, f.o.b. United States ports, wheat flour and non-fat dry milk for a total value of 4,000,000 United States dollars. Of these commodities 75 per cent will be delivered in the first year of this Agreement so as to allow the AAI the greatest facility in the phasing-out of United States assistance. If other commodities are added to CCC stocks, the United States Government will give favorable consideration to a request by the Government of Italy to substitute some of those commodities for quantities of the flour or milk provided for earlier. Any such substitution shall be on a CCC value basis.

The United States contribution will be governed by Title II, United States Public Law 480, 83rd Congress, as amended, and by other applicable United States legislation.

The Italian Government undertakes during the two years of implementation of this Agreement to continue to apply the provisions contained in numbered paragraphs 3 and 5 of the first Agreement, signed June 30, 1955,[1] and in numbered paragraphs 2a, 2b, 4 and 5 of the third Agreement, signed July 30, 1959,[2] and to make all possible effort with particular regard to the most needy areas, to extend further the school lunch services to the children whose need may be verified and to improve further the school lunch services.

2. This Agreement shall be implemented by Transfer Authorizations containing specific terms and conditions.

Upon receipt of your reply confirming the above, the foregoing provisions will be considered an Agreement between our two Governments.

[1] TIAS 3265; 6 UST 1196, 1197.

[2] TIAS 4284; 10 UST 1394.

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

OUTERBRIDGE HORSEY
Chargé d'Affaires ad interim

His Excellency
ATTILIO PICCIONI,
Minister for Foreign Affairs,
Rome.

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

IL MINISTRO DEGLI AFFARI ESTERI

18061/766

ROMA, *28 Agosto 1962*

SIGNOR INCARICATO D'AFFARI,

con lettera in data odierna Ella ha voluto comunicarmi quanto segue:

"A seguito delle recenti conversazioni tra i rappresentanti dei nostri due Governi, ho l'onore di informarLa che il Governo degli Stati Uniti d'America, considerato che:

a) la collaborazione attuata con il Governo italiano, nel quadro del Titolo II della P.L. 480, 83° Congresso degli Stati Uniti e successivi emendamenti, ha favorito lo sviluppo in Italia di un insieme di coordinati programmi—svolti dall'Amministrazione per le Attività Assistenziali Italiane ed Internazionali (A.A.I.)—di distribuzione di alimenti, di educazione alimentare, di preparazione del personale, di centri-tipo di refezione e di centri educativo-ricreativi, che possono essere assunti come base di riferimento per l'organizzazione di analoghi servizi per i bambini in età scolastica nei Paesi in via di sviluppo;

b) che il programma di assistenza alimentare, cui sono state destinate le donazioni di prodotti agricoli statunitensi, si è notevolmente esteso, per cui il numero dei beneficiari è aumentato da 1.324.000 all'inizio del primo Accordo firmato il 30 giugno 1955 a 1.654.289 nell'anno in corso in cui è in esecuzione il quarto Accordo firmato il 19 luglio 1960;

c) che particolarmente notevole è stata l'influenza del programma di assistenza alimentare e della collaborazione del Governo degli Stati Uniti sullo sviluppo di una vasta rete di refettori scolastici che, secondo un'indagine nazionale svolta dall'A.A.I. nell'ottobre 1961, hanno raggiunto, nell'anno scolastico 1960/1961, la cifra di 13.214 con 937.126 alunni, che tale sviluppo è tuttora in corso e che è stata accertata la necessità: di estendere la refezione scolastica nell'Italia meridionale trasformando numerosi centri di distribuzione di merende

o di latte e biscotti in regolari refettori con refezione calda; di migliorare i locali e/o le attrezzature di circa un terzo dei refettori; di migliorare la preparazione del personale;

si propone di proseguire, in vista di portarla a regolare conclusione, la sua collaborazione con il Governo italiano per altri due anni, dal 1° ottobre 1962 al 30 settembre 1964, nei termini appresso specificati.

A seguito delle conversazioni di cui sopra i rappresentanti dei nostri due Governi hanno convenuto quanto segue:

1. In considerazione degli impegni e delle intese qui contenute, il Governo degli Stati Uniti d'America fornirà gratuitamente al Governo italiano, nel periodo di due anni cui si riferisce il presente Accordo, nei limiti delle disponibilità delle scorte della "Commodity Credit Corporation" (CCC) fob porti USA farina di frumento e latte scremato in polvere per un ammontare complessivo di $4.000.000 (quattro milioni di dollari USA). Di tali prodotti, il 75% sarà fornito nel primo anno di attuazione dell'Accordo, nell'intento di assicurare all'A.A.I. il massimo aiuto nella fase di transizione verso la cessazione dell'aiuto americano.

Se altri prodotti si aggiungeranno alle scorte della CCC il Governo degli Stati Uniti d'America considererà favorevolmente una eventuale richiesta del Governo italiano di sostituire con tali prodotti determinati quantitativi della farina e del latte di cui sopra.

Il contributo degli Stati Uniti sarà regolato dal Titolo II della P.L. 480, 83° Congresso degli Stati Uniti, e successivi emendamenti, nonchè da ogni altra disposizione legislativa degli Stati Uniti applicabile alla materia.

Il Governo italiano si impegna nei due anni di attuazione del presente Accordo, a continuare ad applicare le disposizioni contenute nei paragrafi 3 e 5 del primo Accordo firmato il 30 giugno 1955 e nei pragrafi 2(a), 2(b), 4 e 5 del terzo Accordo firmato il 30 luglio 1959 e a fare ogni possibile sforzo, con particolare riguardo alle zone più bisognose, per estendere la refezione scolastica agli alunni di cui si è accertata tale necessità e per migliorare ulteriormente i servizi della refezione scolastica.

2. Il presente Accordo verrà attuato mediante "autorizzazioni di trasferimento" contenenti specifiche condizioni e termini di esecuzione.

A ricezione di una Sua risposta che confermi quanto sopra, le clausole che precedono saranno considerate un Accordo fra i nostri due Governi".

Ho l'onore di informarLa che il Governo italiano è d'accordo su quanto precede.

Mi è gradita l'occasione per rinnovarLe, Signor Incaricato d'Affari, l'espressione della mia alta considerazione.

A PICCIONI

A S.E. il Ministro OUTERBRIDGE HORSEY
Incaricato d'Affari dell'Ambasciata
degli Stati Uniti
Roma

Translation

THE MINISTER OF FOREIGN AFFAIRS

18061/766 ROME, *August 28, 1962*

MR. CHARGÉ D'AFFAIRES:

By note of this date you have informed me as follows:

[For the English language text of the note, see *ante*, p. 2074.]

I have the honor to inform you that the Italian Government agrees to the foregoing.

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

A PICCIONI

His Excellency
Minister OUTERBRIDGE HORSEY,
Chargé d'Affaires of the
Embassy of the United States,
Rome.

REPUBLIC OF THE CONGO

Agricultural Commodities[1]

Agreement amending the agreement of November 18, 1961, as amended.
Effected by exchange of notes
Dated at Léopoldville July 27, 1962;
Entered into force July 27, 1962.

The American Ambassador to the Congolese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
LEOPOLDVILLE, *July 27, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 18, 1961, as amended,[2] and propose that this Agreement be further amended as follows:

The total value of the Agreement is increased from $12.16 million to $12.83 million through the addition, as requested by the Government of the Congo, of whole yellow corn in the value of $0.55 million and an increase in ocean transportation from $1.26 million to $1.38 million.

With reference to Article II, paragraph 2, of the Agreement, it is understood that the Government of the United States of America will inform the Secretary General of the United Nations of the additional financing provided through this amendment for projects to promote economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

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

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[1] Also TIAS 5182, 5221; *post*, pp. 2181, 2559.
[2] TIAS 4925, 5069, 5159; 12 UST 3202; *ante*, pp. 1241, 2019.

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

EDMUND A. GULLION

His Excellency
JUSTIN BOMBOKO,
Minister of Foreign Affairs,
Leopoldville.

The Congolese Ministry of Foreign Affairs to the American Embassy

=L/A=
REPUBLIQUE DU CONGO
MINISTÈRE DES AFFAIRES ETRANGÈRES

DIRECTION DE L'ASSISTANCE TECHNIQUE

(1) N° 135/5890/C.38 LÉOPOLDVILLE

Le Ministère des Affaires Etrangères de la République du Congo présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Léopoldville et a l'honneur de se référer à la note N° du 27 juillet 1962 suggérant que l'Accord sur les Produits Agricoles intervenu entre nos deux Gouvernements en date du 18 novembre, tel que modifié, soit à nouveau modifié comme suit:

"Le montant total fixé dans l'Accord est porté de 12.16 millions de dollars à 12.83 millions de dollars par l'adjonction de maïs jaune entier, pour un montant de 550.000 dollars, comme requis par le Gouvernement du Congo; en ce qui concerne le transport maritime le montant passe de 1.260.000 dollars à 1.380.000 dollars."

Le Ministère porte à la connaissance de l'Ambassade que cette suggestion reçoit l'entière approbation du Gouvernement Congolais.

Le Ministère remercie l'Ambassade des Etats-Unis de cette nouvelle aide que son Gouvernement apporte à la population congolaise, et

(1) Rappeler dans la réponse la date et le numéro. [Footnote in the original.]

saisit cette occasion pour lui renouveler les assurances de sa haute considération.

LÉOPOLDVILLE, *le 27 jul 1962*

A L'AMBASSADE DES ETATS-UNIS
D'AMERIQUE.
a
Leopoldville.-

Translation

L/A
REPUBLIC OF THE CONGO
MINISTRY OF FOREIGN AFFAIRS

TECHNICAL ASSISTANCE DIVISION

(1) No. 135/5890/C.38 LÉOPOLDVILLE

The Ministry of Foreign Affairs of the Republic of the Congo presents its compliments to the Embassy of the United States of America at Léopoldville and has the honor to refer to the note of July 27, 1962 suggesting that the Agricultural Commodities Agreement concluded between our two Governments on November 18, as amended, be further amended as follows:

"The total value specified in the Agreement is increased from 12.16 million dollars to 12.83 million dollars through the addition of whole yellow corn in the value of 550,000 dollars, as requested by the Government of the Congo; as regards ocean transportation, the value is increased from 1,260,000 dollars to 1,380,000 dollars."

The Ministry informs the Embassy that this suggestion is fully acceptable to the Congolese Government.

The Ministry thanks the Embassy of the United States for this additional assistance which its Government is giving to the Congolese people and avails itself of this opportunity to renew to it the assurances of its high consideration.

[Initialed]

[SEAL]

LÉOPOLDVILLE, *July 27, 1962*

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Léopoldville.

(1) In replying refer to date and number. [Footnote in the original.]

DOMINICAN REPUBLIC

Defense: Continued Operation of Communications and Other Facilities at the Long Range Proving Ground

Agreement effected by exchange of notes
Dated at Santo Domingo March 31 and July 25, 1962;
Entered into force July 25, 1962;
Operative retroactively March 31, 1962.
Agreement effected by exchange of notes
Signed at Santo Domingo November 13 and 20, 1961;
Entered into force November 20, 1961.

The American Embassy to the Dominican Department of State for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 191

The Embassy of the United States of America presents its compliments to the Department of State for Foreign Relations of the Dominican Republic and has the honor to refer to the Agreement signed on November 26, 1951, [1] between the Government of the United States of America and the Government of the Dominican Republic, extending the long range proving ground for the testing of guided missiles.

By an exchange of notes, number 237, dated November 13, 1961, and number DOI 22824, dated November 20, 1961,[2] the Government of the Dominican Republic agreed that the Government of the United States of America shall continue to operate the communications and other facilities at the range area in the Dominican Republic until March 31, 1962, under the same conditions as those contained in the agreement between the United States of America and the Dominican Republic, extending the long-range proving ground for the testing of guided missiles, which was signed on November 26, 1951, and which was terminated on November 26, 1961.

The Government of the United States of America now contemplates that removal of some of the property from the range and withdrawal of U.S. personnel during the one-year period contemplated

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[1] TIAS 2425; 3 UST (pt. 2) 2569.
[2] *Post*, pp. 2084–2086.

in article number XX of the 1951 agreement will now be accomplished by September 30, 1962. Accordingly, the Government of the United States of America, subject to the concurrence of the Government of the Dominican Republic, wishes to continue to operate the communications and other facilities at the range area under the same existing conditions until that date.

The Embassy of the United States of America avails itself of this opportunity to express to the Department of State for Foreign Relations the assurances of its highest consideration.

AWH

Santo Domingo,
March 31, 1962.

The Dominican Department of State for Foreign Relations to the American Embassy

REPUBLICA DOMINICANA
Secretaría de Estado
de Relaciones Exteriores

DOI-18036

La Secretaría de Estado de Relaciones Exteriores, saluda muy atentamente a la Embajada de los Estados Unidos de América y tiene la honra de avisar recibo de su nota No. 191, de fecha 31 de marzo del corriente año, mediante la cual solicita sea prolongada hasta el día 30 de septiembre de este año, el Acuerdo sobre Proyectiles Dirigidos, firmado entre el Gobierno Dominicano y su País el 26 de noviembre de 1951, dando facilidades así para proceder al retiro de las propiedades de campo y del personal norteamericano de esa base.

La Secretaría de Estado de Relaciones Exteriores, se complace en participar a la Embajada de los Estados Unidos de América, que el Consejo de Estado, ha dado su aprobación a fin de que el plazo para la expiración del Acuerdo sobre Proyectiles Dirigidos, ya referido, sea prorrogado hasta el 30 de septiembre de 1962.

La Secretaría de Estado de Relaciones Exteriores aprovecha la oportunidad para reiterarle a la Embajada de los Estados Unidos de América, las seguridades de su más alta consideración.

Santo Domingo, D. N.,
25 de julio de 1962.-

Translation

DOMINICAN REPUBLIC
Department of State for
Foreign Relations

DOI-18036

The Department of State for Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 191, dated March 31 of this year, in which it is requested that the Agreement on Guided Missiles, concluded between the Dominican Government and its country on November 26, 1951, be extended to September 30 of this year, thus giving an opportunity to proceed to the removal of the range property and of the United States personnel from that base.

The Department of State for Foreign Relations is happy to inform the Embassy of the United States of America that the Council of State has given its approval to the extension of the time limit for the expiration of the aforesaid Agreement on Guided Missiles to September 30, 1962.

The Department of State for Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[Initialed]

SANTO DOMINGO, D.N.,
July 25, 1962

The British Ambassador to the Dominican Republic, on Behalf of the United States, to the Dominican Secretary of State for Foreign Affairs

CERTIFIED COPY

BRITISH EMBASSY,
CIUDAD TRUJILLO.
November 13, 1961.

No. 237

YOUR EXCELLENCY,

I have the honour to inform Your Excellency, on behalf of the Government of the United States of America, with reference to the note of March 22, 1960, [1] from the Ambassador of the Dominican Republic at Washington to the Secretary of State and the Department of State's reply of March 30, 1960, [1] the Government of the United

[1] Not printed.

States of America agrees to the termination of the Agreement extending the long-range proving grounds for the testing of guided missiles which was signed in Ciudad Trujillo on November 26, 1951. Pursuant to Article XXV of the Agreement, the Government of the United States of America considers the effective date of termination to be November 26, 1961.

The Government of the United States of America will utilize a portion of the one-year period provided for in Article XX of the Agreement to remove some of the property from the range area. It is contemplated that the removal will have been accomplished and that all United States personnel will have departed by March 31, 1962. Certain fixed installations, including the electric power and water facilities, will be left intact and at the disposition of the Government of the Dominican Republic.

However, the Government of the United States of America, subject to the concurrence of the Government of the Dominican Republic, wishes to continue to operate the communication and other facilities at the range area under the same existing conditions until the time of the removal of the property and the departure of United States personnel.

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

W. W. McVittie (sgd)
Her Majesty's Ambassador.

His Excellency
Lic. Ambrosio Alvarez Aybar,
Secretary of State for Foreign Affairs,
Ciudad Trujillo.

I, Stephen Alexander Lockhart, Her Britannic Majesty's Ambassador at Santo Domingo, do hereby certify that the typewritten matter appearing on the obverse of this document is a true and correct copy of Note. 237 of November 13, 1961, addressed by my predecessor, Mr. Wilfred Wolters McVittie, to the Secretary of State for Foreign Affairs of the Dominican Republic.

In testimony whereof I have hereunto set my name and official seal this Seventh day of September in the year 1962, at Her Majesty's Embassy, Santo Domingo.

S. A. Lockhart
[seal]

The Dominican Secretary of State for Foreign Affairs to the British Ambassador to the Dominican Republic, on Behalf of the United States

CERTIFIED COPY

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES

CIUDAD TRUJILLO, D.N.,
DOI-22824 *20 de noviembre de 1961.*

EXCELENCIA:

En nombre del Gobierno de la República Dominicana tengo el honor de acusar recibo de la nota de Vuestra Excelencia de fecha 13 de noviembre de 1961, distinguida con el No. 237, dirigida en nombre del Gobierno de los Estados Unidos de Norteamérica, en relación con la terminación del Acuerdo intervenido entre los Gobiernos de Estados Unidos de Norteamérica y la República Dominicana para el uso del campo de prueba de proyectiles dirigidos suscrito en Ciudad Trujillo el 26 de noviembre de 1951, y el cual según el artículo 25 del mismo, terminará con efectividad el 26 de noviembre de 1961.

El Gobierno dominicano toma nota de que el Gobierno de los Estados Unidos de Norteamérica hará uso de parte del período de un año que estipula el artículo 20 del precitado Acuerdo para retirar del área parte de sus propiedades y que se considera que para el 31 de marzo de 1962 se habrá efectuado dicha remoción y se habrá ausentado de la base todo el personal, quedando intactas y a disposición del Gobierno dominicano algunas instalaciones fijas, incluyendo servicios de energía eléctrica y agua.

Tengo asimismo el honor de comunicar a Vuestra Excelencia que el Gobierno de la República Dominicana está de acuerdo en que se continúen operando los servicios de comunicaciones así como otras facilidades, bajo las mismas condiciones existentes hasta el momento de retirar el Gobierno de Estados Unidos de Norteamérica sus propiedades y de la partida del personal norteamericano adscrito a la preindicada base.

Al rogar a Vuestra Excelencia lleve a conocimiento del Gobierno de los Estados Unidos de Norteamérica lo antes dicho, hago propicia la ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

A. ALVAREZ AYBAR (sgd)

Su Excelencia
W. W. MCVITTIE,
Embajador de la Gran Bretaña,
Ciudad.

I, STEPHEN ALEXANDER LOCKHART, Her Britannic Majesty's Ambassador at Santo Domingo, DO HEREBY CERTIFY that the typewritten matter appearing on the obverse of this document is a true and correct copy of Note No. DOI-22824 of November 20, 1961, addressed by the Secretary of State for Foreign Affairs of the Dominican Republic, Licenciado Ambrosio Alvarez Aybar, to my predecessor, Mr. Wilfred Wolters McVittie.

In testimony whereof I have hereunto set my name and official seal this Seventh day of September in the year 1962, at Her Majesty's Embassy, Santo Domingo.

S. A. LOCKHART

[SEAL]

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE
FOR FOREIGN RELATIONS

CIUDAD TRUJILLO, D.N.
November 20, 1961

DOI-22824

EXCELLENCY:

In the name of the Government of the Dominican Republic I have the honor to acknowledge receipt of Your Excellency's note No. 237 dated November 13, 1961, sent on behalf of the Government of the United States of America, concerning the termination of the Agreement concluded between the Government of the United States of America and the Dominican Republic for the use of the proving ground for guided missiles, which was signed at Ciudad Trujillo on November 26, 1951 and which, pursuant to Article 25 thereof, will terminate on the effective date of November 26, 1961.

The Dominican Government notes that the Government of the United States of America will use a portion of the one-year period provided for in Article 20 of the above-mentioned Agreement to remove some of its property from the area and that it is contemplated that by March 31, 1962 the aforesaid removal will have been accomplished and all personnel will have departed from the base. Certain fixed installations, including the electric power and water facilities, will be left intact and at the disposition of the Dominican Government.

I also have the honor to inform Your Excellency that the Government of the Dominican Republic agrees that the communications service and other facilities will continue to operate under the same existing conditions until the time when the Government of the United States of America removes its property and the United States personnel assigned to the aforesaid base depart.

Requesting Your Excellency to communicate the foregoing to the Government of the United States of America, I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

A. ALVAREZ AYBAR

His Excellency
W. W. MCVITTIE,
British Ambassador,
City.

CYPRUS

Peace Corps Program

Agreement effected by exchange of notes
Signed at Nicosia August 23, 1962;
Entered into force August 23, 1962.

The American Ambassador to the Cypriot Minister of Foreign Affairs

No. 118 NICOSIA, *August 23, 1962*

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 private citizens 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 Republic of Cyprus.

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

2. The Government of Cyprus 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 private citizens of the United States residing in Cyprus; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them.

3. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Cyprus 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 Gov-

ernment of the United States as are acceptable to the Government of Cyprus.

4. The Government of Cyprus looks upon the Peace Corps program as a joint venture between the two governments and wishes to contribute along with the Government of the United States to its success. To this end, the Government of Cyprus—

(a) will exempt from all taxes, customs duties and other charges all equipment and supplies introduced into or acquired in Cyprus by the Government of the United States or any contractor financed by it for use under this agreement;

(b) will exempt all persons performing functions hereunder who are not citizens or permanent residents of Cyprus, from all taxes on payments received by them derived from their Peace Corps work and on income from sources outside Cyprus, and from all other taxes or other charges except taxes or other charges included in the prices of equipment, supplies and services; and

(c) will exempt from investment and deposit requirements and currency controls all funds introduced into Cyprus for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into the currency of Cyprus at the highest rate which is not unlawful in Cyprus.

It is understood that no customs duties or other charges are payable with respect to the household goods and personal effects imported for their own use at or about the time of their arrival by volunteers and employees of private organizations carrying out functions hereunder under contract with the Government of the United States, and that the Peace Corps Representative and his staff will receive the same treatment with respect to the payment of customs duties or other charges on personal property imported by them for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States.

5. 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 Cyprus as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

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

FRASER WILKINS

Fraser Wilkins

His Excellency
SPYROS KYPRIANOU,
Minister of Foreign Affairs,
Nicosia.

The Cypriot Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF CYPRUS
MINISTRY OF FOREIGN AFFAIRS

No. B399/B19/2/2

NICOSIA, *23rd August, 1962.*

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 118 of 23rd August, 1962, 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 private citizens 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 Republic of Cyprus.

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

2. The Government of Cyprus 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 private citizens of the United States residing in Cyprus; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them.

3. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Cyprus 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 Cyprus.

4. The Government of Cyprus looks upon the Peace Corps program as a joint venture between the two governments and wishes to contribute along with the Government of the United States to its success. To this end, the Government of Cyprus—

(a) will exempt from all taxes, customs duties and other charges all equipment and supplies introduced into or acquired in Cyprus by the Government of the United States or any contractor financed by it for use under this agreement;

(b) will exempt all persons performing functions hereunder who are not citizens or permanent residents of Cyprus, from all taxes on payments received by them derived from their Peace Corps work and on income from sources outside Cyprus, and from all other taxes or other charges except taxes or other charges included in the prices of equipment, supplies and services; and

(c) will exempt from investment and deposit requirements and currency controls all funds introduced into Cyprus for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into the currency of Cyprus at the highest rate which is not unlawful in Cyprus.

It is understood that no customs duties or other charges are payable with respect to the household goods and personal effects imported for their own use at or about the time of their arrival by volunteers and employees of private organizations carrying out functions hereunder under contract with the Government of the United States, and that the Peace Corps Representative and his staff will receive the same treatment with respect to the payment of customs duties or other charges on personal property imported by them for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States.

5. 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 Cyprus as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

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

The proposals set out in the above-mentioned Note are acceptable to the Government of the Republic of Cyprus and I have the honour therefore to confirm that your Note, together with this reply, shall constitute an agreement accordingly.

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

SPYROS KYPRIANOU

(Spyros Kyprianou)
Minister

His Excellency
MR. FRASER WILKINS,
Ambassador of the United States of America in Cyprus.

COSTA RICA

Defense: Furnishing of Articles and Services

Agreement effected by exchange of notes
Signed at San José May 21 and June 18, 1962;
Entered into force June 18, 1962.

The American Ambassador to the Costa Rican Minister of Foreign Relations

No. 96 SAN JOSÉ, *May 21, 1962.*

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments concerning the furnishing of defense articles and defense services to the Government of Costa Rica for the purpose of contributing to its internal security capabilities and to confirm the understandings reached as a result of those conversations as follows:

1. The Government of the United States of America will make or continue to make available to the Government of the Republic of Costa Rica such defense articles and defense services as the Government of the United States of America may authorize subject to the terms and conditions contained in this note and subject to all the terms and conditions of the Foreign Assistance Act of 1961,[1] acts amendatory and supplementary thereto and appropriation acts thereunder. The defense articles and defense services referred to above shall be used for internal security purposes and for the defense of the Western Hemisphere in accordance with the Charter of the United Nations [2] and the Inter-American Treaty of Reciprocal Assistance.[3]

2. The Government of the Republic of Costa Rica will not permit any use of defense articles and defense services furnished under this agreement by anyone not an officer, employee or agent of the Government of the Republic of Costa Rica.

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[1] 75 Stat. 424, 719; 22 U.S.C. § 2151 note.
[2] TS 993; 59 Stat. 1031.
[3] TIAS 1838; 62 Stat. (pt. 2) 1681.

3. The Government of the Republic of Costa Rica will not transfer, or permit any officer, employee, or agent of that country to transfer such defense articles and defense services by gift or otherwise.

4. The Government of the Republic of Costa Rica will not, without the consent of the United States, use or permit the use of such defense articles and defense services for purposes other than those for which furnished.

5. The Government of the Republic of Costa Rica will maintain the security of such defense articles and defense services, and will provide substantially the same degree of security protection afforded to such articles by the United States Government.

6. The Government of the Republic of Costa Rica will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such defense articles and defense services.

7. The Government of the Republic of Costa Rica will offer to return any articles furnished under this Agreement by the Government of the United States of America that are no longer needed for the purpose for which furnished.

I have the honor to propose that, if these understandings are accepted by the Government of the Republic of Costa Rica, the present note and your note in reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force on the date of your note.

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

RAYMOND L. TELLES

His Excellency
Licenciado don DANIEL ODUBER Q.,
Minister of Foreign Relations,
San José.

The Costa Rican Minister of Foreign Relations to the American Ambassador

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Dirección de Organismos
Internacionales

No. 30167 O. I. SAN JOSÉ, *18 de junio de 1962.–*

EXCELENTÍSIMO SEÑOR:

Tengo el honor de referirme a la apreciable comunicación No. 96 de 21 de mayo del corriente año de Vuestra Excelencia relacionada

con conversaciones mantenidas recientemente entre representantes de nuestros dos Gobiernos tendientes a la provisión de instrumentos y servicios de defensa al Gobierno de Costa Rica con el propósito de contribuir a sus capacidades de seguridad interna.

Al respecto me es grato manifestar que nuestro gobierno está de acuerdo en aceptar los puntos enumerados en la nota No. 96 de 21 de mayo de 1962 de Vuestra Excelencia y que son los siguientes:

1. El Gobierno de los Estados Unidos de América hará o continuará haciendo asequibles para el Gobierno de Costa Rica aquellos instrumentos y servicios de defensa que al Gobierno de los Estados Unidos de América le sea posible autorizar de acuerdo con los términos y condiciones que se estipulan en esta nota, y con sujeción a los términos y condiciones de la Ley de Ayuda Externa (Foreign Asistance Act) de 1961 y las que la reforman y suplementan, así como a las que establecen los presupuestos correspondientes. Los instrumentos y servicios de defensa a que se hace referencia aquí serán usados para fines de seguridad interna y para la defensa del Hemisferio Occidental, de acuerdo con la Carta de las Naciones Unidas y con el Tratado Interamericano de Ayuda Mutua.

2. El Gobierno de la República de Costa Rica no permitirá el uso de ninguno de los instrumentos y servicios que le sean suplidos de acuerdo con este tratado, por parte de persona alguna que no sea funcionario, empleado o agente del Gobierno de la República de Costa Rica.

3. El Gobierno de la República de Costa Rica no enajenará, ni permitirá que lo haga ningún funcionario, empleado o agente suyo, tales instrumentos y servicios de defensa, ya sea en calidad de obsequio o en cualquier otra forma.

4. Sin el consentimiento previo de los Estados Unidos de América, el Gobierno de la República de Costa Rica no usará ni permitirá que se use tales instrumentos y servicios de defensa, con fines que no sean aquellos para los cuales le han sido facilitados.

5. El Gobierno de la República de Costa Rica mantendrá la seguridad de tales instrumentos y servicios de defensa y proveerá para ellos, sin quebranto, el mismo grado de seguridad de protección que tales instrumentos reciben por parte del Gobierno de los Estados Unidos de América.

6. Con relación al uso de tales instrumentos y servicios de defensa el Gobierno de la República de Costa Rica permitirá, con tanta frecuencia como los Estados Unidos lo requiera, su observación y examen por parte de funcionarios del Gobierno de los Estados Unidos, dando a éstos toda la información que sea necesaria.

7. El Gobierno de la República de Costa Rica se compromete a devolver cualesquier instrumentos que le sean facilitados de acuerdo

con este convenio por el Gobierno de los Estados Unidos de América, cuyo uso, para el fin que fueron suplidos, no sea ya necesario.

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

DANIEL ODUBER

Daniel Oduber Quirós
Ministro de Relaciones Exteriores

Excelentísimo Señor
Don RAYMOND L. TELLES
Embajador de los Estados Unidos de América
Ciudad.-

Translation

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN RELATIONS AND WORSHIP

Division of International Organizations

No. 30167 O.I.

SAN JOSÉ, *June 18, 1962*

EXCELLENCY:

I have the honor to refer to Your Excellency's valued communication No. 96 dated May 21 of this year relating to conversations held recently between representatives of our two Governments concerning the furnishing of defense articles and defense services to the Government of Costa Rica for the purpose of contributing to its internal security capabilities.

In this connection, I am happy to state that our government agrees to accept the terms set forth in Your Excellency's note No. 96 of May 21, 1962, which are as follows:

[For the English language text of paragraphs 1–7, see *ante*, pp. 2094, 2095.]

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

DANIEL ODUBER

Daniel Oduber Quirós
Minister of Foreign Relations

His Excellency
RAYMOND L. TELLES,
Ambassador of the United States of America,
City.

PHILIPPINES

Disposal of Former USS *CANOPUS*

Agreement effected by exchange of notes
Dated at Manila May 29 and August 21, 1962;
Entered into force August 21, 1962.

The American Embassy to the Philippine Department of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 866

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the Department's Note No. 436-62 [1] concerning the former CANOPUS, a United States naval vessel which was sunk in Mariveles Harbor on April 10, 1942 and has remained there since that date. It is understood that the National Shipyards and Steel Corporation, in its capacity as an agency of the Government of the Republic of the Philippines, wishes to acquire this vessel and have it raised and removed from its present location.

The Embassy informs the Department that the Commander United States Naval Forces Philippines has been authorized to take, for the mutual benefit of the Government of the Philippines and the Government of the United States, the administrative action necessary to transfer all right, title and interest which the Government of the United States may have in and to the former CANOPUS to the Government of the Republic of the Philippines. The Embassy is pleased, therefore, to extend to the Department the offer of the Commander United States Naval Forces Philippines to transfer such right, title and interest in and to the former CANOPUS in its present location and condition, subject to the right of the Government of the United States to inspect this vessel when it is raised and to recover all classified materials, items of historical interest, such as the ship's bell, all plaques including those listing commanding officers, engagements and awards, all steering wheels, and any items of particular significance to this vessel. The Embassy wishes also to stipulate that, in the event

[1] Not printed.

this offer is accepted, the Government of the Republic of the Philippines agrees to renounce all claims against the Government of the United States arising from the transfer and custody of this vessel and will save the Government of the United States harmless from any such claims asserted by third parties.

If this offer and the aforementioned reservations and stipulations are acceptable to the Department, the Embassy proposes that this note and the Department's reply concurring therein shall constitute an agreement to enter into force on the date of the Department's reply.

MVK

EMBASSY OF THE UNITED STATES,
May 29, 1962.

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 1666-62

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's Note No. 866 dated May 29, 1962, informing the Department of the offer of the Commander, United States Naval Forces Philippines, to transfer to the Philippine Government the right, title and interest which the Government of the United States may have with regard to the wreck USS CANOPUS, subject to the conditions contained in the note under reference.

The Department is pleased to inform the Embassy that the Philippine Government accepts with appreciation the aforementioned offer, together with its conditions, and agrees with the Embassy's proposal that said note and this reply of acceptance shall constitute an agreement to become effective on the date of this reply.

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

MANILA, *August 21, 1962*

AFGHANISTAN

Peace Corps Program

Agreement effected by exchange of notes
Signed at Kabul September 6 and 11, 1962;
Entered into force September 11, 1962.

The American Ambassador to the Afghan Acting Minister of Foreign Affairs

No. 6 KABUL, *September 6, 1962*

EXCELLENCY:

I have the honor to refer to the 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 in Afghanistan for such periods of time and in places as may be mutually agreed upon between the two Governments.

I. The Royal Government of Afghanistan will accord equitable treatment to Peace Corps Volunteers, both as to their persons and their property and afford them, in case of need, adequate aid and protection. The Royal Government of Afghanistan will recognize the responsibility of the Embassy of the United States of America to provide assistance and normal consular protection to any Peace Corps Volunteer who may become involved in legal processes.

II. The Royal Government of Afghanistan agrees that the allowances payable to the Peace Corps Volunteers by the Government of the United States, at the rates concurred in by the Royal Government of Afghanistan, shall be exempt from Afghan income tax. The Royal Government of Afghanistan will also exempt the Volunteers from all taxes on income which they may receive from all sources outside Afghanistan.

In addition the Royal Government of Afghanistan will grant to the Peace Corps Volunteers exemption from import regulations and from customs duties, taxes and related charges other than charges for storage, cartage and similar services, in respect of personal effects essentially required by the Volunteers. The exemption shall apply only to articles which can reasonably be treated as baggage for the

personal use of the Volunteers, introduced into Afghanistan at or about the time of their arrival, and shall be subject to the condition that the articles will be re-exported by the Volunteers on their leaving Afghanistan.

The Royal Government of Afghanistan may take necessary steps to keep a record of articles so exempted from duty and verify their re-exportation or permit them to be discarded as unserviceable.

III. The Royal Government of Afghanistan will accept a Peace Corps Representative and such personnel as may be necessary to assist him, subject to the approval by the Royal Government of Afghanistan, who will discharge functions for the Government of the United States with respect to Peace Corps programs and projects.

The Royal Government of Afghanistan will exempt the Peace Corps Representative from all taxes on income derived from his employment with the Peace Corps or sources outside Afghanistan, and from all other taxes or other charges included in the prices of equipment, supplies and services. The Royal Government of Afghanistan will accord the Peace Corps Representative the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Afghanistan for his own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. Should the scope of the Peace Corps program require the appointment of a Deputy Representative the Royal Government of Afghanistan will also accord to him the exemptions referred to in this paragraph.

IV. The Royal Government of Afghanistan will grant to the staff of the Peace Corps Representative exemption from Afghan income tax on their salaries and all income from sources outside of Afghanistan and from import regulations and from customs duties in exactly the same manner as is extended to the Peace Corps Volunteers.

V. The Royal Government of Afghanistan will exempt funds, equipment, materials and supplies furnished or financed by the Government of the United States of America and used in connection with Peace Corps programs and projects, from taxes and investment or deposit requirements, currency controls, and customs duties and charges or other levies. The utilization and disposal of the equipment, material and supplies thus imported will be subject to the approval of the Royal Government of Afghanistan.

VI. Appropriate representatives of the Government of the United States of America and of the Royal Government of Afghanistan may make from time to time such arrangements as appear necessary or desirable for purposes of implementing this agreement.

I have further the honor to propose that this note and Your Excellency's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's note and shall remain in force until ninety days

after the date of written notification from either Government to the other of intention to terminate it.

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

J M STEEVES

His Excellency
Sardar-a-'Ala ALI MOHAMMED,
Acting Minister of Foreign Affairs,
Kabul.

The Afghan Deputy Prime Minister and Acting Minister of Foreign Affairs to the American Ambassador

د خارجه چارو وزارت [1]

No. 1640 KABUL, *September 11, 1962*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note No. 6, dated September 6, 1962, which reads as follows:

"Excellency:

I have the honor to refer to the 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 in Afghanistan for such periods of time and in places as may be mutually agreed upon between the two Governments.

I. The Royal Government of Afghanistan will accord equitable treatment to Peace Corps Volunteers, both as to their persons and their property and afford them, in case of need, adequate aid and protection. The Royal Government of Afghanistan will recognize the responsibility of the Embassy of the United States of America to provide assistance and normal consular protection to any Peace-Corps Volunteer who may become involved in legal processes.

II. The Royal Government of Afghanistan agrees that the allowances payable to the Peace Corps Volunteers by the Government of the United States, at the rates concurred in by the Royal

[1] Ministry of Foreign Affairs.

Government of Afghanistan, shall be exempt from Afghan income tax. The Royal Government of Afghanistan will also exempt the Volunteers from all taxes on income which they may receive from all sources outside Afghanistan.

In addition the Royal Government of Afghanistan will grant to the Peace Corps Volunteers exemption from import regulations and from custom duties, taxes and related charges other than charges for storage, cartage and similar services, in respect of personal effects essentially required by the Volunteers. The exemption shall apply only to articles which can reasonably be treated as baggage for the personal use of the Volunteers, introduced in to Afghanistan at or about the time of their arrival, and shall be subject to the condition that the articles will be re-exported by the Volunteers on their leaving Afghanistan.

The Royal Government of Afghanistan may take necessary steps keep a record of articles so exempted from duty and verify their re-exportation or permit them to be discarded as unserviceable.

III. The Royal Government of Afghanistan will accept a Peace Corps Representative and such personnel as may be necessary to assist him, subject to the approval by the Royal Government of Afghanistan, who will discharge functions for the Government of the United States with respect to Peace Corps programmes and projects.

The Royal Government of Afghanistan will exempt the Peace-Corps Representative from all taxes on income derived from his employment with the Peace Corps or sources outside Afghanistan, and from all other taxes or other charges included in the prices of equipment, supplies and services. The Royal Government of Afghanistan will accord the Peace Corps Representative the same treatment with respect to the payment of customs duties or other charges on personal property introduced in to Afghanistan for his own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. Should the scope of the Peace Corps programme require the appointment of a Deputy Representative the Royal Government of Afghanistan will also accord to him the exemptions referred to in this paragraph.

IV. The Royal Government of Afghanistan will grant to the staff of the Peace Corps Representative exemption from Afghan income tax on their salaries and all income from sources outside of Afghanistan and from import regulations and from customs duties in exactly the same manner as is extended to the Peace Corps Volunteers.

V. The Royal Government of Afghanistan will exempt funds, equipment, materials and supplies furnished or financed by the Government of the United States of America and used in connection with Peace Corps programmes and projects, from taxes and investment or deposit requirements, currency controls, and customs duties and charges or other levies. The utilization and disposal of the equipment, material and supplies thus imported will be subject to the approval of the Royal Government of Afghanistan.

VI. Appropriate representatives of the Government of the United States of America and of the Royal Government of Afghanistan may make from time to time such arrangements as appear necessary or desirable for purposes of implementing this agreement.

I have further the honor to propose that this note and Your Excellency's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's note and shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it.

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

I have the honor to inform Your Excellency that the Government of Afghanistan concurs in the foregoing and that this reply and your Excellency's note will constitute an agreement between our two Governments effective on the date of this note.

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

ALI MOHAMMED

Ali Mohammed
Deputy Prime-Minister
and
Acting Minister of Foreign Affairs.

His Excellency
Ambassador JOHN M. STEEVES,
Embassy of the United States of America,
Kabul.

MULTILATERAL

International Civil Aviation

Protocol relating to an amendment to the Convention of December 7, 1944.
Done at Montreal June 21, 1961;
Ratification advised by the Senate of the United States of America January 31, 1962;
Ratified by the President of the United States of America February 8, 1962;
Ratification of the United States of America deposited with the International Civil Aviation Organization March 23, 1962;
Proclaimed by the President of the United States of America September 19, 1962;
Entered into force July 17, 1962.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol, dated at Montreal June 21, 1961, relating to an amendment to the Convention on International Civil Aviation was adopted at the Thirteenth (Extraordinary) Session of the Assembly of the International Civil Aviation Organization;

WHEREAS the text of the said protocol, in the English, French, and Spanish languages, as certified by the Legal Bureau of the International Civil Aviation Organization, is word for word as follows:

PROTOCOL

relating to an amendment to the Convention on International Civil Aviation

THE ASSEMBLY OF THE INTERNATIONAL CIVIL AVIATION ORGANIZATION,

HAVING MET in its Thirteenth (Extraordinary) Session, at Montreal, on the nineteenth day of June, 1961,

HAVING NOTED that it is the general desire of Contracting States to enlarge the membership of the Council,

HAVING CONSIDERED it proper to provide for six additional seats in the Council and, accordingly, to increase the membership from twenty-one to twenty-seven,

AND HAVING CONSIDERED it necessary to amend for the purpose aforesaid the Convention on International Civil Aviation done at Chicago on the seventh day of December, 1944, [1]

APPROVED, on the twenty-first day of June of the year one thousand nine hundred and sixty-one, in accordance with the provisions of Article 94(*a*) of the Convention aforesaid, the following proposed amendment to the said Convention:

In Article 50(*a*) of the Convention the expression "twenty-one" shall be deleted and substituted by "twenty-seven",

SPECIFIED, pursuant to the provisions of the said Article 94(*a*) of the said Convention, fifty-six as the number of Contracting States upon whose ratification the proposed amendment aforesaid shall come into force, and

RESOLVED that the Secretary General of the International Civil Aviation Organization draw up a protocol, in the English, French and Spanish languages, each of which shall be of equal authenticity, embodying the proposed amendment above mentioned and the matter hereinafter appearing.

CONSEQUENTLY, pursuant to the aforesaid action of the Assembly,

This Protocol has been drawn up by the Secretary General of the Organization;

This Protocol shall be open to ratification by any State which has ratified or adhered to the said Convention on International Civil Aviation;

[1] TIAS 1591; 61 Stat. 1180.

The instruments of ratification shall be deposited with the International Civil Aviation Organization;

This Protocol shall come into force in respect of the States which have ratified it on the date on which the fifty-sixth instrument of ratification is so deposited;

The Secretary General shall immediately notify all Contracting States of the date of deposit of each ratification of this Protocol;

The Secretary General shall immediately notify all States parties or signatories to the said Convention of the date on which this Protocol comes into force;

With respect to any Contracting State ratifying this Protocol after the date aforesaid, the Protocol shall come into force upon deposit of its instrument of ratification with the International Civil Aviation Organization.

IN FAITH WHEREOF, the President and the Secretary General of the Thirteenth (Extraordinary) Session of the Assembly of the International Civil Aviation Organization, being authorized thereto by the Assembly, sign this Protocol.

DONE at Montreal on the twenty-first day of June of the year one thousand nine hundred and sixty-one in a single document in the English, French and Spanish languages, each of which shall be of equal authenticity. This Protocol shall remain deposited in the archives of the International Civil Aviation Organization; and certified copies thereof shall be transmitted by the Secretary General of the Organization to all States parties or signatories to the Convention on International Civil Aviation done at Chicago on the seventh day of December, 1944.

PROTOCOLE

portant amendement
à la Convention relative
à l'aviation civile internationale

L'ASSEMBLÉE DE L'ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE,

S'ÉTANT RÉUNIE à Montréal, le dix-neuf juin 1961, en sa treizième session (extraordinaire),

AYANT PRIS ACTE du désir général des États contractants d'augmenter le nombre des membres du Conseil,

AYANT ESTIMÉ qu'il était justifié de pourvoir le Conseil de six sièges de plus et de porter, de ce fait, leur nombre total de vingt et un à vingt-sept, et

AYANT ESTIMÉ qu'il était nécessaire d'amender à cette fin la Convention relative à l'aviation civile internationale faite à Chicago le sept décembre 1944,

A ADOPTÉ, le vingt et un juin mil neuf cent soixante et un, conformément aux dispositions de l'alinéa *a*) de l'article 94 de la Convention précitée, le projet d'amendement à ladite Convention dont le texte suit:

Remplacer l'expression "vingt et un" par "vingt-sept" à l'alinéa *a*) de l'article 50 de la Convention,

A FIXÉ à cinquante-six le nombre d'États contractants dont la ratification est nécessaire à l'entrée en vigueur dudit amendement, conformément aux dispositions de l'alinéa *a*) de l'article 94 de ladite Convention, et

A DÉCIDÉ que le Secrétaire général de l'Organisation de l'aviation civile internationale devra établir en langues française, anglaise et espagnole, chacune faisant également foi, un protocole concernant l'amendement précité et comprenant les dispositions ci-dessous.

EN CONSÉQUENCE, conformément à la décision susmentionnée de l'Assemblée,

Le présent Protocole a été établi par le Secrétaire général de l'Organisation;

Il sera soumis à la ratification de tout État qui a ratifié la Convention relative à l'aviation civile internationale ou y a adhéré;

Les instruments de ratification seront déposés auprès de l'Organisation de l'aviation civile internationale;

Le présent Protocole entrera en vigueur le jour du dépôt du cinquante-sixième instrument de ratification à l'égard des États qui l'auront ratifié;

Le Secrétaire général notifiera immédiatement à tous les États contractants la date du dépôt de chaque instrument de ratification dudit Protocole;

Le Secrétaire général notifiera immédiatement à tous les États qui sont parties à ladite Convention ou qui l'ont signée la date à laquelle ledit Protocole entrera en vigueur;

Le présent Protocole entrera en vigueur, à l'égard de tout État contractant qui l'aura ratifié après la date précitée, dès que cet État aura déposé son instrument de ratification auprès de l'Organisation de l'aviation civile internationale.

En foi de quoi, le Président et le Secrétaire général de la treizième session (extraordinaire) de l'Assemblée de l'Organisation de l'aviation civile internationale, autorisés à cet effet par l'Assemblée, signent le présent Protocole.

Fait à Montréal, le vingt et un juin mil neuf cent soixante et un, en un seul exemplaire rédigé en langues française, anglaise et espagnole, chacune faisant également foi. Le présent Protocole restera déposé dans les archives de l'Organisation de l'aviation civile internationale; le Secrétaire général de l'Organisation en transmettra des copies conformes à tous les États qui sont parties à la Convention relative à l'aviation civile internationale, faite à Chicago le sept décembre 1944, ou qui l'ont signée.

PROTOCOLO

relativo a una enmienda al Convenio de Aviación Civil Internacional

LA ASAMBLEA DE LA ORGANIZACIÓN DE AVIACIÓN CIVIL INTERNACIONAL,

REUNIDA en su décimotercer Período de Sesiones (Extraordinario), en Montreal, el diecinueve de junio de 1961,

TENIENDO EN CUENTA el deseo general de los Estados Contratantes de aumentar el número de miembros del Consejo,

CONSIDERANDO que es procedente crear seis puestos más en el Consejo y, en consecuencia, que el número de puestos se aumente de veintiuno a veintisiete,

CONSIDERANDO que, a tal fin, es necesario modificar el Convenio de Aviación Civil Internacional, firmado en Chicago el siete de diciembre de 1944,

APROBÓ, el veintiuno de junio del año mil novecientos sesenta y uno, de conformidad con lo dispuesto en el párrafo *a*) del Artículo 94 del mencionado Convenio, la siguiente propuesta de enmienda a dicho Convenio:

Que en el párrafo *a*) del Artículo 50 del Convenio, se sustituya la palabra "veintiún" por "veintisiete",

FIJÓ, de acuerdo con lo dispuesto en el párrafo *a*) del Artículo 94 del mencionado Convenio, en cincuenta y seis el número de Estados Contratantes cuya ratificación es necesaria para que dicha propuesta de enmienda entre en vigor, y

DECIDIÓ que el Secretario General de la Organización de Aviación Civil Internacional redacte un Protocolo en los idiomas español, inglés y francés, cada uno de los cuales tendrá la misma autenticidad, que contenga la propuesta de enmienda anteriormente mencionada, así como las disposiciones que se indican a continuación.

POR LO TANTO, de acuerdo con la mencionada decisión de la Asamblea,

El presente Protocolo ha sido extendido por el Secretario General de la Organización;

El presente Protocolo quedará abierto a la ratificación de todos los Estados que hayan ratificado el mencionado Convenio de Aviación Civil Internacional o se hayan adherido al mismo;

Los instrumentos de ratificación se depositarán en la Organización de Aviación Civil Internacional;

El presente Protocolo entrará en vigor, con respecto a los Estados que lo hayan ratificado, en la fecha en que se deposite el quincuagésimo sexto instrumento de ratificación;

El Secretario General comunicará inmediatamente a todos los Estados Contratantes la fecha de depósito de cada una de las ratificaciones del presente Protocolo;

El Secretario General notificará inmediatamente la fecha de entrada en vigor del presente Protocolo a todos los Estados partes en dicho Convenio o signatarios del mismo;

El presente Protocolo entrará en vigor, respecto a todo Estado Contratante que lo ratifique después de la fecha mencionada, a partir del momento en que se deposite su instrumento de ratificación en la Organización de Aviación Civil Internacional.

EN TESTIMONIO DE LO CUAL, el Presidente y el Secretario General del décimotercer Período de Sesiones (Extraordinario) de la Asamblea de la Organización de Aviación Civil Internacional, debidamente autorizados por la Asamblea, firman el presente Protocolo.

HECHO en Montreal el veintiuno de junio de mil novecientos sesenta y uno, en un documento único redactado en los idiomas español, inglés y francés, cada uno de los cuales tendrá la misma autenticidad. El presente Protocolo quedará depositado en los archivos de la Organización de Aviación Civil Internacional, y el Secretario General de esta Organización transmitirá copias certificadas conformes del mismo a todos los Estados partes en el Convenio de Aviación Civil Internacional, hecho en Chicago el siete de diciembre de 1944.

H. DA CUNHA MACHADO
President of the Assembly
Président de l'Assemblée
Presidente de la Asamblea

[SEAL]

R. M. MACDONNELL
Secretary General of the Assembly
Secrétaire général de l'Assemblée
Secretario general de la Asamblea

Certified to be a true and complete copy
Copie certifiée conforme
Es copia fiel y auténtica

Legal Bureau
Direction des Affaires juridiques
Dirección de Asuntos Jurídicos
ICAO *OACI*

WHEREAS the Senate of the United States of America by their resolution of January 31, 1962, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said protocol;

WHEREAS the said protocol was duly ratified by the President of the United States of America on February 8, 1962, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in the said protocol that the protocol shall come into force on the date on which the fifty-sixth instrument of ratification is deposited with the International Civil Aviation Organization;

WHEREAS instruments of ratification of the said protocol were deposited with the International Civil Aviation Organization by Mali on July 12, 1961; Jordan on July 27, 1961; Indonesia on July 28, 1961; Guinea on August 21, 1961; Niger on September 14, 1961; Finland on September 18, 1961; Malaya on October 3, 1961; Norway on October 10, 1961; Canada on October 17, 1961; Dominican Republic on October 24, 1961; Cameroon on November 14, 1961; Ivory Coast and Nicaragua

on November 17, 1961; India on December 18, 1961; Tunisia on December 27, 1961; Sweden on December 28, 1961; United Kingdom on January 4, 1962; Thailand on January 17, 1962; Australia on January 19, 1962; Venezuela on February 6, 1962; Israel on February 12, 1962; South Africa on February 13, 1962; Belgium on February 15, 1962; Korea on February 16, 1962; United Arab Republic on February 27, 1962; Senegal and Yugoslavia on March 5, 1962; Laos and Nigeria on March 7, 1962; Czechoslovakia on March 9, 1962; United States on March 23, 1962; Dahomey on March 30, 1962; Mauritania and Spain on April 2, 1962; Ireland and Mexico on April 9, 1962; Ghana and Viet-Nam on April 16, 1962; Pakistan on April 30, 1962; Netherlands on May 8, 1962; New Zealand on May 14, 1962; Denmark and Sierra Leone on May 15, 1962; Central African Republic and Switzerland on May 22, 1962; Poland on May 23, 1962; Congo (Brazzaville) on May 26, 1962; Ceylon on May 28, 1962; Portugal on May 29, 1962; Sudan on May 31, 1962; Japan on June 4, 1962; Lebanon on June 18, 1962; Kuwait on July 3, 1962; Panama on July 9, 1962; Syrian Arab Republic on July 16, 1962; and Austria on July 17, 1962.

AND WHEREAS, pursuant to the aforesaid provisions of the said protocol, the protocol came into force on July 17, 1962;

Now, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said protocol relating to an amendment to the Convention on International Civil Aviation to the end that the same and each and every article and clause thereof shall be observed and fulfilled with good faith, on and after July 17, 1962, 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 September in the year of our Lord one thousand nine hundred sixty-
[SEAL] two and of the Independence of the United States of America the one hundred eighty-seventh.

JOHN F KENNEDY

By the President:
DEAN RUSK
Secretary of State

CAMEROON

Peace Corps Program

Agreement effected by exchange of notes
Signed at Yaoundé July 23 and September 10, 1962;
Entered into force September 10, 1962.

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Yaounde, July 23, 1962

No. 15

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 Federal Republic of Cameroon.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Federal Republic of Cameroon and approved by the Government of the United States to perform mutually agreed tasks in the Federal Republic of Cameroon. The Volunteers will work under the immediate supervision of governmental or private organizations in the Federal Republic of Cameroon 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 Federal Republic of Cameroon 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 Federal Republic of Cameroon; 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 Federal Republic of Cameroon will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Federal Republic of Cameroon, from all customs duties or other charges on their personal property

introduced into the Federal Republic of Cameroon 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 are needed to enable the Volunteers to perform their tasks effectively. The Government of the Federal Republic of Cameroon will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the Federal Republic of Cameroon 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 the Federal Republic of Cameroon will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Federal Republic of Cameroon. The Government of the Federal Republic of Cameroon will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Federal Republic of Cameroon, 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 the Federal Republic of Cameroon 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 the Federal Republic of Cameroon for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Federal Republic of Cameroon will accord personnel of 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 the Federal Republic of Cameroon for their own use as is accorded Volunteers hereunder.

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

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 the Federal Republic of Cameroon as appear necessary or desirable for the purpose of imple-

menting this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

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

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

CHARLES K. MOFFLY

Charles K. Moffly
Chargé d'Affaires ad interim

His Excellency
JEAN-FAUSTIN BETAYENE,
Minister of Foreign Affairs,
Yaounde.

The Cameroonian Deputy Minister of Foreign Affairs to the American Ambassador

MINISTERE DES AFFAIRES ETRANGERES

REPUBLIQUE FEDERALE DU CAMEROUN
PAIX-TRAVAIL-PATRIE

YAOUNDE, *le 10 Sept. 1962*

Le Ministre des Affaires Etrangeres
à
Son Excellence Monsieur L'AMBASSADEUR
DES ETATS-UNIS D'AMERIQUE
à Yaounde

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre datée du 23 Juillet 1962 et dont la teneur, traduite en français, suit:

"J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de proposer que soient conclus les arrangements suivants relatifs aux Américains et aux Américaines qui ont offert leurs services au Corps de la Paix et qui, à la demande de votre Gouvernement, vivront et travailleront pendant un certain temps dans le territoire de la République Fédérale du Cameroun.

I. Le Gouvernement des Etats-Unis fournira des volontaires du Corps de la Paix, sur la demande qu'en fera le Gouvernement de la

République Fédérale du Cameroun et avec l'approbation du Gouvernement des Etats-Unis, pour effectuer au Cameroun des tâches sur lesquelles nos deux Gouvernements se seront mis d'accord. Les volontaires travailleront sous la surveillance directe d'organismes privés ou gouvernementaux au Cameroun désignés par nos deux Gouvernements. Le Gouvernement des Etats-Unis assurera la formation des volontaires afin de permettre à ces derniers d'accomplir leur tâche d'une manière plus efficace.

2. Le Gouvernement de la République Fédérale du Cameron accordera un traitement équitable aux volontaires et à leurs biens. Il leur assurera, pleinement et entièrement, son aide et sa protection, y compris un traitement non moins favorable que celui généralement accordé aux citoyens américains résidant au Cameroun. En outre, le Gouvernement de la République Fédérale du Cameroun tiendra pleinement au courant et consultera les représentants du Gouvernement des Etats-Unis sur toutes questions concernant les volontaires et coopérera dans toute la mesure du possible avec lesdits représentants. Le Gouvernement de la République Fédérale du Cameroun exonérera les volontaires de tous impôts sur les sommes qu'ils recevront pour subvenir à leurs besoins et sur les revenus dont la source se trouve à l'extérieur du Cameroun, de tous droits de douane et autres droits sur leurs biens mobiliers introduits au Cameroun pour leur propre usage au moment de leur arrivée, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services.

3. Le Gouvernement des Etats-Unis fournira aux volontaires des quantités limitées de matériel et fournitures que nos deux Gouvernements pourront considérer comme nécessaires pour permettre aux volontaires d'accomplir leur tâche d'une manière efficace. Le Gouvernement de la République Fédérale du Cameroun exonérera de tous impôts, droits de douane et autres droits tout le matériel et toutes les fournitures introduits ou acquis au Cameroun par le Gouvernement des Etats-Unis ou part tout contractuel financé par lui, pour utilisation dans le cadre du présent Accord.

4. Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République Fédérale du Cameroun recevra un représentant du Corps de la Paix et les collaborateurs de ce représentant ainsi que le personnel d'organismes privés américains remplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis, qui sont acceptés par le Gouvernement de la République Fédérale du Cameroun. Le Gouvernement de la République Fédérale du Cameroun exonérera ces personnes de tous impôts sur les revenus provenant de leur travail au Corps de la Paix, ou dont la source se trouve à l'extérieur du Cameroun et de tous autres impôts, taxes et redevances (y compris les droits d'immigration) à l'exception des droits ou taxes de licences et des

impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services. Le Gouvernement de la République Fédérale du Cameroun accordera au représentant du Corps de la Paix et à ses collaborateurs, en ce qui concerne le paiement des droits de douane et autres droits sur les biens mobiliers introduits au Cameroun pour leur propre usage, le même traitement que celui qui est accordé au personnel d'un grade ou d'un rang similaire de l'Ambassade des Etats-Unis.

Le Gouvernement de la République Fédérale du Cameroun accordera au personnel d'organismes privés américains ayant passé un contrat avec le Gouvernement des Etats-Unis, en ce qui concerne le paiement des droits de douane et autres droits sur les biens mobiliers introduits au Cameroun pour leur propre usage, le même traitement que celui qui est accordé aux volontaires dans le cadre du présent Accord.

5. Le Gouvernement de la République Fédérale du Cameroun exonérera des obligations qui régissent les investissements et les dépôts de fonds, de même que des contrôles de change, tous les fonds introduits au Cameroun aux fins d'utilisation en vertu du présent Accord par le Gouvernement des Etats-Unis ou par des contractuels financés par ledit Gouvernement. Ces fonds seront convertibles en monnaie de la République Fédérale du Cameroun au taux le plus élevé qui ne sera pas illégal au Cameroun.

6. Des représentants qualifiés de nos deux Gouvernements pourront, en ce qui concerne les volontaires du Corps de la Paix et le programme du Corps de la Paix au Cameroun, conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord. Les engagements pris par chacun des deux Gouvernements dans le cadre du présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux Gouvernements applicables en la matière.

Si ces arrangements recueillent l'agrément de votre Gouvernement, j'ai l'honneur de proposer que la présente lettre et la réponse de votre Gouvernement indiquant son agrément constituent entre nos deux Gouvernements un accord qui prendra effet à la date de la réponse de votre Gouvernement et demeurera en vigueur jusqu'au quatre-vingt-dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin."

Au nom du Gouvernement de la République Fédérale du Cameroun, J'ai l'honneur de vous donner mon consentement sur les dispositions contenues dans la lettre ci-dessus. Celle-ci constitue avec ma réponse un accord en bonne et due forme entre nos deux Gouvernements, étant entendu que le texte anglais fait foi en ce qui concerne le Gouvernement des Etats-Unis d'Amérique et le texte français ci-dessus fait foi en ce qui concerne le Gouvernement de la République Fédérale du Cameroun.

Veuillez agréer, EXCELLENCE, les assurances de ma haute considération.

[1]

Translation

MINISTRY OF FOREIGN AFFAIRS

FEDERAL REPUBLIC OF CAMEROON
PEACE - WORK - FATHERLAND

YAOUNDÉ, *September 10, 1962*

The Minister of Foreign Affairs

to

His Excellency
THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
Yaoundé.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated July 23, 1962, in English, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 2114.]

In the name of the Government of the Federal Republic of Cameroon, I have the honor to give my consent to the provisions contained in the note above. Together with my reply, it constitutes an agreement in due form between our two Governments, it being understood that the English text is the authentic text for the Government of the United States of America and the French text is the authentic text for the Government of the Federal Republic of Cameroon.

Accept, Excellency, the assurances of my high consideration.

NZO EKHAH-NGHAKY

[1] Nzo Ekhah-Nghaky.

ITALY

Outer Space Cooperation: Space Science Research Program

Agreement effected by exchange of notes
Signed at Rome September 5, 1962;
Entered into force September 5, 1962.

The Vice President of the United States of America to the Italian Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Rome, September 5, 1962

No. 236

EXCELLENCY:

I have the honor to refer to previous conversations between representatives of the United States National Aeronautics and Space Administration and the Italian Space Commission of the National Council of Research regarding cooperation in a scientific experiment which proposes the placement in orbit around the earth of an Italian satellite from an Italian launching facility by means of a rocket provided by the National Aeronautics and Space Administration. The objective of the experiment is to perform measurements of atmospheric and ionospheric characteristics of the earth's atmosphere and to make the resulting scientific data freely available to the world scientific community.

The United States Government confirms the Memorandum of Understanding signed May 31, 1962 by the United States National Aeronautics and Space Administration and the Italian Space Commission, a copy of which Memorandum is enclosed. It is understood that implementation and direction of United States participation in the proposed scientific experiment shall be the responsibility of the United States National Aeronautics and Space Administration and that implementation and direction of Italian participation shall be the responsibility of the Italian Space Commission. The fulfillment and pace of progress of the scientific experiment shall be mutually determined by the two cooperating technical agencies and subject to the conditions which the two agencies have incorporated in the Memorandum of Understanding.

I have the honor to propose that this Note, together with Your Excellency's reply concurring therein and confirming the enclosed

Memorandum of Understanding, shall constitute an Agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the assurances of my highest consideration.

LYNDON B. JOHNSON
Vice-President
of the United States of America

Enclosure:

Memorandum of Understanding,
May 31, 1962

His Excellency
ATTILIO PICCIONI,
Minister for Foreign Affairs,
Rome.

COPY

MEMORANDUM OF UNDERSTANDING BETWEEN THE ITALIAN SPACE COMMISSION OF THE NATIONAL COUNCIL OF RESEARCH AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

1. The Italian Space Commission of the National Council of Research (The Commission) and the United States National Aeronautics and Space Administration (NASA) affirm a mutual desire to conduct a series of experiments which it is hoped will culminate in the launching of a scientific satellite into an equatorial orbit. The objective is to perform measurements of atmospheric and ionospheric characteristics in a region of the earth's atmosphere not previously explored and to make the resulting scientific data freely available. This experimental program is planned to consist of three phases:

(a) First phase—An appropriate sounding rocket will be utilized to provide a flight test of the principal elements of the scientific payload. This launching will take place from the Wallops Island Station and/or from an Italian platform of the San Marco type located near the equator.

(b) Second phase—A prototype of the ultimate satellite payload will be placed in orbit by means of a Scout booster launched from the Wallops Island Station.

(c) Third phase—A scientific satellite, bearing experiments as described above, will be placed in an equatorial orbit by means of a Scout booster launched from a platform of the San Marco type, located in equatorial waters.

2. The cooperating agencies shall proceed from each phase to the next upon mutual agreement that technical feasibility has been demonstrated and, in particular, that environmental requirements for the third phase of the program have been satisfied.

3. The Commission shall, in general, assume responsibility for the following:

(a) Support of Italian personnel for any training required in launching, tracking, data reduction and analysis, and other elements of the program, as mutually agreed.

(b) Design, fabrication, and testing of all payloads, including satellite engineering.

(c) Such studies and action as are required to assure a mutually acceptable environment for transport, handling, and launching of the Scout in the third phase of the program.

(d) The availability, equipping, maintenance, and operation of the "San Marco" towable platforms.

(e) The establishment of a suitable launch complex for the third phase of the program, including range safety provisions, as mutually agreed.

(f) Launching of the satellite in the third phase of the program.

(g) Data analysis in all phases of the program.

(h) Tracking and data acquisition facilities required in Phase III that are particular to Project San Marco and which are not available from NASA.

(i) Support, logistics, and all other costs peculiar to Project San Marco.

4. The NASA shall be responsible, in general, for the following:

(a) Provision of an appropriate sounding rocket and backup, as mutually agreed, for the first phase of the program.

(b) The provision of Scout boosters with backups for the second and third phases of the program.

(c) Such training of Italian personnel as may be feasible, and as may be accommodated without significant incremental expense.

(d) Technical consultation, as appropriate.

(e) Such additional ground testing of the payloads as may be required.

(f) The provision of data to facilitate effective design, fabrication, and testing of the payloads.

(g) Tracking and data acquisition in the first and second phases of the program as can be accomplished by existing NASA sounding rocket and unmanned satellite tracking and data acquisition facilities.

(h) Provision of tracking and data acquisition services of the Quito, Ecuador, Minitrack Station in Phase three of the program, and such additional communications support at other locations as may be feasible on a non-interference basis, subject to the concurrence, as appropriate, of any foreign governments involved. Special equipment or personnel needed in this connection will be the responsibility of The Commission.

5. No exchange of funds is contemplated between the two cooperating agencies.

6. Each agency agrees to designate a single project manager who shall be responsible for coordinating the agreed functions and responsibilities of each agency with the other. Together they will establish a joint working group with appropriate membership. Details for implementation shall be resolved on a mutual basis within this working group.

7. The scheduling of each of the three phases of the program shall be as mutually agreed.

8. All launches which are a part of this program will be in such areas as may be agreed between the two agencies which shall consult their governments, as appropriate.

9. This Memorandum of Understanding shall be subject to the concurrence of the Italian Foreign Office and the U.S. Department of State, expressed through an exchange of notes.

FOR THE COMMISSION:
/s/ Professor LUIGI BROGLIO

FOR NASA:
/s/ Dr. H. L. DRYDEN

GENEVA–*May 31, 1962*

The Italian Minister for Foreign Affairs to the Vice President of the United States of America

IL MINISTRO DEGLI AFFARI ESTERI

ROMA, *5 settembre 1962*

SIGNOR VICE PRESIDENTE,

ho l'onore di riferirmi alla Sua Nota in data odierna del seguente tenore:

« Ho l'onore di riferirmi alle precedenti conversazioni tra i rappresentanti della National Aeronautics and Space Administration degli Stati Uniti e la Commissione Spaziale Italiana del Consiglio Nazionale delle Ricerche circa la cooperazione in un esperimento scientifico che si propone il collocamento in orbita intorno alla Terra di un satellite italiano lanciato da una base italiana per mezzo di un razzo fornito dalla National Aeronautics and Space Administration. L'esperimento ha l'obiettivo di misurare le caratteristiche atmosferiche e ionosferiche dell'atmosfera terrestre e di mettere i relativi dati scientifici alla libera disposizione della comunità scientifica del mondo intero.

Il Governo degli Stati Uniti conferma il Memorandum d'intesa firmato il 31 maggio 1962 tra la National Aeronautics and Space Administration degli Stati Uniti e la Commissione Spaziale Italiana, copia del quale è qui acclusa. Resta inteso che l'applicazione e la direzione della partecipazione degli Stati Uniti nel proposto esperimento scientifico saranno sotto la responsabilità della National Aeronautics and Space Administration e che l'applicazione e la direzione della partecipazione italiana saranno sotto la responsabilità della

Commissione Spaziale Italiana. La realizzazione ed i tempi di esecuzione dell'esperimento scientifico saranno stabiliti di mutuo accordo tra i due enti scientifici interessati e sottoposti alle condizioni che i due enti hanno previsto nel Memorandum d'intesa.

Ho l'onore di proporre che la presente Nota, unitamente alla risposta di Vostra Eccellenza nello stesso senso e confermante l'accluso Memorandum d'intesa, costituisca un accordo tra i nostri due Governi, il quale entrerà in vigore alla data della risposta di Vostra Eccellenza ».

Ho l'onore di comunicarLe, Signor Vice Presidente, che il Governo italiano concorda con quanto precede.

Voglia gradire, Signor Vice Presidente, i sensi della mia più alta considerazione.

Allegato:

Memorandum d'intesa del 31 maggio 1962.

PICCIONI

Onorevole
LYNDON B. JOHNSON
Vice Presidente degli Stati Uniti d'America
Roma

MEMORANDUM D'INTESA

tra la Commissione Italiana per le Ricerche Spaziali del Consiglio Nazionale delle Ricerche e la U. S. National Aeronautics and Space Administration

1. La Commissione Italiana per le Ricerche Spaziali del Consiglio Nazionale delle Ricerche (la Commissione) e la « National Aeronautics and Space Administration » degli Stati Uniti di America (NASA) affermano il reciproco desiderio di condurre una serie di esperimenti che si prevede porteranno al lancio di un satellite scientifico entro un'orbita equatoriale, con lo scopo di misurare le caratteristiche atmosferiche e ionosferiche in una regione dell'atmosfera terrestre fino ad oggi inesplorata. I dati scientifici derivanti dagli esperimenti saranno liberamente consultabili.

È previsto che questo programma sperimentale si articolerà in tre fasi:

a) *prima fase:* i principali elementi della strumentazione scientifica del satellite verranno sottoposti ad una prova di volo utilizzando un adatto razzo sonda. Questo lancio sarà effettuato dal Poligono di Wallops Island e/oppure da una piattaforma italiana del tipo San Marco ubicata presso l'Equatore;

b) *seconda fase:* un prototipo definitivo del satellite strumentato verrà messo in orbita per mezzo di un vettore Scout lanciato dal Poligono di Wallops Island;

c) *terza fase:* il satellite scientifico, con a bordo la strumentazione necessaria agli esperimenti sopradetti, verrà messo in orbita equatoriale per mezzo di un vettore Scout lanciato da una piattaforma del tipo San Marco, situata in acque equatoriali.

2. I due organismi scientifici cooperanti passeranno da ciascuna delle suddette fasi alla successiva in seguito a mutuo accordo sulla realizzabilità tecnica della nuova fase e, particolarmente, a condizione che i requisiti ambientali per la terza fase del programma siano stati soddisfatti.

3. La Commissione si assumerà in generale la responsabilità per quanto segue:

a) spese di mantenimento del personale italiano destinato ad essere istruito nelle operazioni di lancio, de osservazione, di riduzione e di analisi dei dati ed in altri settori del programma come mutuamente concordato;

b) progetto, costruzione e prove di tutti i satelliti e loro completa strumentazione;

c) studi e provvedimenti quali risulteranno necessari per assicurare delle condizioni ambientali mutuamente accettabili per il trasporto, il maneggio ed il lancio dello Scout nella terza fase del programma;

d) disponibilità equipaggiamento, manutenzione e funzionamento delle piattaforme rimorchiabili tipo San Marco;

e) realizzazione di un adatto complesso di lancio per la terza fase del programma, ivi incluse le misure di sicurezza del poligono come da mutuo accordo;

f) lancio del satellite nella terza fase del programma;

g) analisi dei dati in tutte le fasi del programma;

h) strumentazione per l'osservazione e l'acquisizione dei dati richiesti nella terza fase che fossero specifici del progetto San Marco e che la NASA non avesse disponibili;

i) spese di carattere logistico ed altre spese specifiche del progetto San Marco.

4. La NASA sarà responsabile in generale per quanto segue:

a) approvvigionamento di un adatto razzo sonda e di un razzo di riserva, secondo mutuo accordo, per la prima fase del programma;

b) approvvigionamento di vettori orbitali Scout con vettori di riserva per la seconda e terza fase del programma;

c) istruzione tecnica del personale italiano secondo quanto sarà possibile ottenere senza un eccessivo aggravio finanziario;

d) consulenza tecnica come del caso;

e) eventuali ulteriori prove a terra della strumentazione scientifica se si renderanno necessarie;

f) fornitura dei dati necessari per facilitare il progetto, la costruzione e le prove dei satelliti e della loro strumentazione;

g) osservazione ed acquisizione dei dati nella prima e seconda fase del programma quale può essere conseguita usando la strumentazione NASA già esistente per l'osservazione e l'acquisizione dei dati da razzi sonda e satelliti scientifici;

h) uso della Stazione Minitrack di Quito (Ecuador), per l'osservazione e l'acquisizione dei dati nella terza fase del programma; rete di comunicazioni per il funzionamento di altre stazioni di osservazione come risulterà possibile evitando le interferenze, e salvo il benestare di ogni governo straniero interessato. Il personale e l'equipaggiamento speciale eventualmente necessario al sopraddetto scopo saranno sotto la responsabilità della Commissione.

5. Nessuno scambio di fondi è contemplato fra i due enti scientifici cooperanti.

6. Ciascun organismo conviene di designare un direttore del progetto che sarà responsabile del coordinamento delle convenute attività e responsabilità di ciascun ente nei riguardi dell'altro. Insieme essi nomineranno un gruppo di lavoro misto formato da esperti nei singoli rami. I particolari relativi alla realizzazione del programma saranno decisi di mutuo accordo nell'ambito di tale gruppo di lavoro.

7. La successione nel tempo di ciascuna delle tre fasi sarà decisa di comune accordo.

8. Tutti i lanci che fanno parte di questo programma saranno effettuati da località che verranno scelte d'accordo dai due enti scientifici i quali dovranno consultare i loro rispettivi Governi come del caso.

9. Questo Memorandum d'intesa dovrà essere sottoposto al consenso del Ministero degli Affari Esteri italiano e del Dipartimento di Stato degli Stati Uniti di America, espresso attraverso uno scambio di note.

GINEVRA, *31 maggio 1962.*

Per la Commissione	*Per la NASA*
Prof. LUIGI BROGLIO	Dr. H. L. DRYDEN

Translation

THE MINISTER OF FOREIGN AFFAIRS

ROME, *September 5, 1962*

MR. VICE PRESIDENT:

I have the honor to refer to your note of this date, which is of the following tenor:

[For the English language text of the note, see *ante*, p. 2120.]

I have the honor to inform you, Mr. Vice President, that the Italian Government agrees to the foregoing.

Accept, Mr. Vice President, the assurances of my highest consideration.

PICCIONI

Enclosure: Memorandum of Understanding dated May 31, 1962 [1]

The Honorable
LYNDON B. JOHNSON,
Vice President of the
United States of America,
Rome.

[1] For the English language text, see *ante*, p. 2121.

GUATEMALA

Defense: Furnishing of Articles and Services

Agreement effected by exchange of notes
Signed at Guatemala May 25 and August 2, 1962;
Entered into force August 2, 1962.

The American Ambassador to the Guatemalan Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Guatemala, May 25, 1962.

No. 125

EXCELLENCY:

I have the honor to refer to recent conversations between the representatives of our two Governments concerning the furnishing of military assistance to the Government of Guatemala for the purpose of contributing to its internal security capabilities. I am pleased to inform Your Excellency that the Government of the United States of America is prepared to furnish such assistance for this purpose as may be mutually agreed by representatives of our two governments, subject to the following understandings:

1. Defense articles and defense services shall be or continue to be furnished for internal security purposes in accordance with the terms and conditions of the Military Assistance Agreement between the United States of America and the Republic of Guatemala, signed June 18, 1955, [1] at Guatemala City. In view of the special purpose of assistance furnished hereunder, however, the requirements of the third sentence of Article I, paragraph 1, of that Military Assistance Agreement, and so much of the requirements of the first sentence of Article I, paragraph 2, thereof as relates to implementation of defense plans under which our two governments participate in missions important to the defense and maintenance of the peace of the Western Hemisphere shall not be applicable to such assistance.

2. Defense articles and defense services furnished hereunder may be used for the purpose of implementing the defense plans referred to in paragraph number 1 of this note when not required for the pur-

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[1] TIAS 3283; 6 UST 2107.

pose of maintaining internal security and, at such time as so used, shall be subject to all the requirements of the Military Assistance Agreement referred to in paragraph number 1 of this note.

3. Defense articles and defense services furnished hereunder shall be subject to the Agreement effected by an exchange of notes signed at Guatemala City on December 16, 1957, [1] which relates to disposition of military equipment and materials no longer required for the purpose furnished, at such time as the defense articles or defense services are no longer required for the purposes stated in paragraphs numbered 1 and 2 of this note.

I have the honor to propose that, if these understandings are acceptable to your Government, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

JOHN O. BELL

His Excellency
JESÚS UNDA MURILLO,
Minister of Foreign Relations,
Republic of Guatemala.

The Guatemalan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA
SECCION DIPLOMATICA

18710 GUATEMALA, *2 de agosto de 1962*

EXCELENCIA:

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia, número 125, fechada el 25 de mayo del año en curso, en la cual se refiere a las conversaciones celebradas entre los representantes de nuestros dos Gobiernos, acerca de la prestación de ayuda militar al Gobierno de Guatemala, con el objeto de contribuir a su seguridad interior, y me manifiesta que el Gobierno de los Estados Unidos de América está dispuesto a prestar tal ayuda, con sujeción a las siguientes condiciones:

I. Artículos y servicios relativos a la defensa serán o seguirán siendo suministrados con vista a seguridad interior de acuerdo con los términos y condiciones previstos en el Convenio de Ayuda Militar celebrado entre los Estados Unidos de América y la República de Guatemala y firmado el 18 de Junio

[1] TIAS 3966; 8 UST 2463.

de 1955 en la Ciudad de Guatemala. Por el propósito especial de ayuda prestada de conformidad con el presente Acuerdo, sin embargo, los requisitos indicados en la tercera frase del Artículo I, párrafo 2, [1] de aquel Convenio de Ayuda Militar, y, entre los requisitos indicados en la primera frase del Artículo I, párrafo 2, del mismo, la parte relativa a la ejecución de programas de defensa de acuerdo con los cuales nuestros dos Gobiernos participan en misiones importantes para la defensa y el mantenimiento de la paz en el Hemisferio Occidental, no serán aplicables a dicha ayuda.

2. Artículos y servicios relativos a la defensa, suministrados de conformidad con el presente Acuerdo, podrán aprovecharse con el objeto de llevar a cabo los programas de defensa mencionados en el párrafo 1 de la presente Nota, cuando no fueren requeridos en interés del mantenimiento de la seguridad interior y, cuando se aprovechen en esta forma, quedarán sujetos a todos los requisitos del Convenio de Ayuda Militar mencionado en el párrafo 1 de la presente Nota.

3. Artículos y servicios relativos a la defensa, suministrados de conformidad con el presente Acuerdo, quedarán sujetos al Convenio celebrado por medio del intercambio de Notas firmadas en la Ciudad de Guatemala el 16 de Diciembre de 1957, relativo al destino de equipo y material militar proporcionado que ya no se requiere, en el momento en que los artículos o los servicios relativos a la defensa ya no se requieren para los usos para los cuales fueron suminitrados, previstos en los párrafos 1 y 2 de la presente Nota.

En respuesta, me permito manifestar a Vuestra Excelencia, que el Gobierno de Guatemala acepta tales disposiciones, y, por consiguiente, de conformidad con lo sugerido por Vuestra Excelencia, la nota de esa Honorable Embajada del 25 de mayo en curso y la presente nota constituyen un Acuerdo entre nuestros dos Gobiernos, el cual entrará en vigor en la presente fecha.

Me valgo de la oportunidad para reiterar a Vuestra Excelencia, la seguridades de mi consideración más alta y distinguida.

J Unda Murillo.

Excelentísimo Señor John O. Bell,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad. –

[1] Should read "párrafo 1,".

Translation

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA
DIPLOMATIC SECTION

18710 GUATEMALA, *August 2, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 125, dated May 25 of this year, in which you refer to the conversations held between the representatives of our two Governments concerning the furnishing of military assistance to the Government of Guatemala for the purpose of contributing to its internal security and inform me that the Government of the United States of America is prepared to furnish such assistance, subject to the following conditions:

[For the English language text of paragraphs 1–3, see *ante*, pp. 2128–2129.]

In reply, I take the liberty of informing Your Excellency that the Government of Guatemala accepts these provisions and that, consequently, as suggested by Your Excellency, your Embassy's note of May 25 of this year and this note constitute an agreement between our two Governments, which shall enter into force on this date.

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

J UNDA MURILLO.

His Excellency
JOHN O. BELL,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City. –

PARAGUAY

Defense: Furnishing of Assistance to Increase Air Transport Capability of Paraguayan Air Force

Agreement effected by exchange of notes
Signed at Asunción August 25, 1962;
Entered into force August 25, 1962.

The American Ambassador to the Paraguayan Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Asunción, August 25, 1962.

No. 127

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two governments concerning the furnishing of assistance by the Government of the United States of America to the Government of Paraguay for the purpose of increasing the air transport capability of the Paraguayan Air Force and to propose the following understandings with respect to this assistance.

1. Aircraft and related equipment and services will be furnished for this purpose subject to the terms and conditions of applicable United States laws and regulations. They shall not be used for any purpose other than transportation and logistic support within Paraguay and shall not be transferred to, nor used by, anyone not an officer, employee or agent of the Government of Paraguay, without the prior consent of the United States. The Government of Paraguay will provide substantially the same degree of security protection afforded to such aircraft, equipment and services by the Government of the United States of America.

2. The Government of Paraguay will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use of such aircraft, equipment and services, and will offer for return to the United States such aircraft or equipment when no longer needed for the purpose of transportation and logistic support.

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

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

WILLIAM P. SNOW

His Excellency
Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Affairs,
Asunción.

The Paraguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

D.O.T.A.I. Nº 1.000.– ASUNCIÓN, *25 de agosto de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia a fin de acusar recibo de su nota Nº 127, de fecha 25 de agosto en curso, que dice lo siguiente:

"Excelencia:

"Tengo el honor de referirme a las recientes conversaciones entre representantes de nuestros dos Gobiernos, relativas a la provisión de ayuda por parte del Gobierno de los Estados Unidos de América al Gobierno del Paraguay, con el propósito de aumentar la capacidad de la Fuerza Aérea paraguaya, y proponer los siguientes entendimientos con respecto a dicha ayuda:

"1. El equipo de vuelo, equipo auxiliar y servicios serán provistos para tal fin sujetos a los términos y condiciones de las leyes y reglamentos pertinentes de los Estados Unidos de América. Los mismos no serán utilizados para otro propósito que el de transporte y apoyo logístico dentro del Paraguay, y no serán transferidos a, ni utilizados por, cualquiera que no sea funcionario, empleado o agente del Gobierno del Paraguay, sin el previo consentimiento de los Estados Unidos de América. El Gobierno del Paraguay prestará sustancialmente el mismo grado de protección, en cuanto a seguridad, que el Gobierno de los Estados Unidos de América ha establecido sobre semejante equipo de vuelo, equipo auxiliar y servicios.

"2. El Gobierno del Paraguay permitirá una observación contínua y revisión, por parte de representantes del Gobierno de los Estados Unidos de América, y la provisión de información necesaria a éstos mismos, respecto a la utilización de dicho equipo de vuelo, equipo auxiliar y servicios, según el Gobierno de los Estados Unidos pueda considerar necesario, y cuando el equipo de vuelo o equipo auxiliar ya no sea más necesario para el propósito de transporte y apoyo logístico, el Gobierno del Paraguay lo pondrá a disposición de los Estados Unidos de América, para su devolución.

"Tengo el honor de proponer que si estos entendimientos son aceptables al Gobierno del Paraguay, la nota presente y la contestación de Vuestra Excelencia dando conformidad al contenido de esta misma constituirá un Convenio entre nuestros dos Gobiernos, que entrará a regir en la fecha de la nota de Vuestra Excelencia.

"Acepte, Excelencia, las renovadas seguridades de mi más alta consideración."

En respuesta me es grato expresar a Vuestra Excelencia que mi Gobierno está de acuerdo con las disposiciones contenidas en vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota, constituyen un Acuerdo formal entre nuestros Gobiernos.

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

RAÚL SAPENA PASTOR

[SEAL]

A Su Excelencia
el señor Don WILLIAM P. SNOW,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS

D.O.T.A.I. No. 1,000.– ASUNCIÓN, *August 25, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 127 dated August 25, 1962, which reads as follows:

[For the English language text of the note, see *ante*, p. 2132.]

In reply, I am happy to inform Your Excellency that my Government agrees to the provisions contained in your note transcribed above, and consequently that note and this note constitute a formal agreement between our Governments.

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

RAÚL SAPENA PASTOR

[SEAL]

His Excellency
WILLIAM P. SNOW,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

CHINA

Defense: Construction of Scatter Wave Radio Facility in Vicinity of Yangmingshan, Taiwan[1]

Agreement effected by exchange of notes
Signed at Taipei August 6, 1958;
Entered into force August 6, 1958.
With related letter.

The American Ambassador to the Chinese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Taipei, August 6, 1958.

No. 3

EXCELLENCY:

I have the honor to state that the United States Government, in the interest of improving the communications network on Taiwan and of the Far East area, desires to construct a scatter wave radio facility at a site known as Chiu-Tzu-Hu, located near Yangmingshan, which has been selected with the approval of the military authorities of the Chinese Government. This facility will not only improve radio communications generally but will contribute materially to the overall defense of Taiwan. The disposition of the facility and personnel necessary to construct, maintain, and operate such facility shall be in accordance with the provisions of Article VII of the Mutual Defense Treaty between the United States and the Republic of China.[2]

To facilitate the necessary construction and operations regarding this activity I propose the following understandings between our two Governments:

1. Pending completion of the status of forces and military facilities agreement now under negotiation between the Governments of the United States and the Republic of China, the United States armed forces and the members thereof, civilian employees of the United States Government who are United States nationals, and the dependents of the foregoing personnel, who enter Taiwan to carry out the functions contemplated by these understandings, shall in their relations with the Government of China be accorded the same privileges, exemptions and immunities enjoyed by the United States Gov-

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[1] Also TIAS 5177; *post*, p. 2158.

[2] TIAS 3178; 6 UST 437.

ernment and the members of the United States Military Assistance Advisory Group (MAAG) pursuant to the exchanges of notes between the two Governments regarding this activity at Taipei, Taiwan on January 30 and February 9, 1951 [1] and on October 23 and November 1, 1952.[2]

2. The Chief, MAAG, or his representatives may select and engage such individual persons, corporations, companies, and partnerships of United States nationality, herein referred to as "Contractors", as he may deem necessary for purposes of carrying out the functions contemplated in these understandings. It is, of course, understood that local unskilled laborers will be used exclusively and local Contractors will be engaged to the maximum practicable extent. Such of the Contractors and their sub-contractors as must be brought into Taiwan shall not be required to hold license or to register in order to perform in Taiwan the work contemplated by these understandings, nor to maintain a resident representative after completion of their contract and after fulfilment of their contractual obligations assumed in their dealings with residents of Taiwan or government agencies of the Republic of China. Terms and conditions of employment of Contractor personnel brought into Taiwan pursuant to this understanding shall be exempt from the application of laws and regulations of the Government of the Republic of China. It is of course understood that terms and conditions of employment of residents of Taiwan will be subject to Chinese law.

3. The Government of the Republic of China, at times appropriate to the orderly and economical prosecution of the agreed construction work, and without cost to the United States Government, its Contractors or sub-contractors, will, on request, place at the disposal of the Chief, MAAG, areas necessary for carrying out the construction and related work contemplated by these understandings. The term "necessary areas" shall be understood to include in addition to the real estate on which construction will be performed, rights to use of water available, rights of entry for purposes of survey, and such borrow areas, spoil areas, quarry sites and aggregate production sites in streams or elsewhere as may be necessary, together with rights of ingress and egress and rights to remove such materials or deposit excess materials as may be necessary to the agreed construction work. Such necessary areas other than the real estate on which the facility will be located shall cease to be at the disposal of Chief, MAAG, upon completion of the construction work contemplated by these understandings.

4. The Government of the Republic of China will hold the Government of the United States, its Contractors and their sub-contractors

[1] TIAS 2293; 2 UST 1499.
[2] TIAS 2712; 3 UST (pt. 4) 5166.

harmless for such destruction of any buildings, streets, roads, public utilities and improvements of any kind on real property placed at the disposal of the Chief, MAAG, as necessary to the construction work contemplated by these understandings. Should any relocations of facilities be required or resettlement costs be involved, relocation and resettlement shall be accomplished by the Government of the Republic of China at its own expense and at such time as not to interfere with the orderly and economical prosecution of the work.

5. All property, materials, equipment and supplies imported into or re-exported from Taiwan by the Government of the United States or by its Contractors or their sub-contractors brought into Taiwan, in connection with the agreed construction or work related thereto and certified to as such by the Chief, MAAG, shall be accorded the same customs and tax exemptions as are accorded MAAG under the Mutual Defense Assistance Agreement. Such property, materials, equipment and supplies, if procured in Taiwan, and services procured in Taiwan, shall be exempt from Commodity Tax, Salt Tax and other readily detectable taxes. In the event that problems arise in effectuating such tax exemptions, the Government of the Republic of China and the Government of the United States shall agree upon procedures which will effect such tax exemptions or similar relief. Such property, materials, equipment and supplies as do not become a part of the completed works shall remain the property of the Government of the United States or its Contractors or sub-contractors brought into Taiwan, and may be removed from Taiwan at any time or may be disposed of in Taiwan by such owners in accordance with measures to be agreed upon by the two governments and, in the case of Contractors and sub-contractors brought into Taiwan, subject to claims resulting from contractual obligations assumed in dealings with residents of Taiwan or the Government of the Republic of China. In event of disposal in Taiwan any applicable customs duty or tax will be paid by the purchaser in accordance with the laws and regulations of the Republic of China. The Government of the Republic of China will take all reasonable steps within the framework of its laws to prevent any unwarranted increases in the prices of either materials or services, including transportation, and in fees for port facilities, purchased or utilized by the Chief, MAAG, or by United States Contractors or their sub-contractors to carry out the functions contemplated by these understandings.

6. All vehicles and equipment imported into Taiwan by the Government of the United States or by its Contractors and sub-contractors brought into Taiwan, to carry out the functions contemplated by these understandings, when certified as such by the Chief, MAAG, shall bear license tags or markings of the same kind as are assigned to MAAG vehicles and equipment of similar types, and such vehicles and equipment shall not be subject to taxes or fees relating to their registration or licensing in Taiwan. Operators of such vehicles and equipment

shall carry at all times a valid operator's permit as may be required by the Chinese Government, which, except in the case of residents of Taiwan, shall be issued without charge. Prior consultation with the appropriate authorities of the Republic of China shall be required in regard to movements on land or water of such vehicles and equipment which are necessary to the completion of the work contemplated by these understandings but are in conflict with existing laws or regulations limiting the use of roads or waterways to certain types of vehicles.

7. Contractors and sub-contractors and their employees and dependents, who enter Taiwan to carry out the functions contemplated by these understandings shall be granted the same personal customs and tax exemptions as are granted members of MAAG under the Mutual Defense Assistance Agreement. Not more than one motor vehicle per family may be imported duty free for personal use, with the understanding that such vehicles may not be disposed of in Taiwan, but must be exported upon departure of the owner.

8. Contractors selected by the Chief, MAAG, shall have the right, subject to his approval, to select such sub-contractors, from either within or outside Taiwan, as may be necessary for the performance of the contemplated construction work and the discharge of their contractual obligations to MAAG, again with the understanding that local sub-contractors will be used to the maximum practicable extent and provided that such sub-contractors as must be brought into Taiwan, unless of United States nationality, shall be engaged only with prior approval of the Government of the Republic of China.

9. Access to the immediate location of the installation will be restricted to personnel authorized to have access pursuant to order of the officer in charge of the activity.

On behalf of the United States Government, I would appreciate a reply from the Chinese Government of its acceptance of the foregoing understandings. This note, together with Your Excellency's note in reply, shall be considered as constituting an agreement between the two Governments, to enter into force on the date of Your Excellency's note in reply. It is further understood that the foregoing provisions may be amended at any time by mutual agreement.

Accept, Excellency, the assurances of my highest consideration.

EVERETT F. DRUMRIGHT

His Excellency
HUANG SHAO-KU,
Minister of Foreign Affairs,
Republic of China,
Taipei.

TIAS 5175

本部長順向

貴大使重表最高之敬意。

此致

美利堅合衆國駐中華民國特命全權大使莊萊德閣下

中華民國四十七年八月六日於台北

黃少谷

閣下復照日起生效。雙方並瞭解上述各項條款得經協議隨時修正之。」

等由。

本部長茲代表中華民國政府對於上述各項瞭解，表示同意並同

意

閣下來照及本照會構成兩國政府間之協定，自本日起生效。

相應復請

查照。

在儘最大可行範圍內，選用本地轉包承造商，其必須由台灣以外携入之轉包承造商，除具有美國國籍者外，應事前徵獲中華民國政府之核可始得雇用。

「九、進入該項設備所在場地應以經主管該項設備官員命令特准之人員爲限。

「本大使茲謹代表美國政府請中國政府答覆證實接受上述各項瞭解。本照會及閣下復照應認爲構成兩國政府間之協定，於

「七、承造商、轉包承造商及其雇用人員之眷屬，其爲完成本案各項瞭解下擬施工務而進入台灣者，應與聯防互助協定下軍援顧問團人員同享適用於公人關稅及稅捐豁免。免稅輸入之私人使用汽車，每戶不得超過一輛，但雙方瞭解此項車輛不得在台灣處分，必須於所有人離台時運離台灣

「八、軍援顧問團團長遴雇之承造商，爲進行擬施工程並履行其對軍援顧問團所負之合同義務，經顧問團團長之核可，應有權在台灣或在台灣以外遴雇轉包承造商，惟雙方仍具瞭解，

軍援顧問團團長證明屬實後應懸掛發給軍援顧問團所有類似車輛及設備之同樣牌照或標誌。此項車輛或設備免付有關在台灣登記或領照之稅捐或費用。此項車輛及設備之使用人員應隨時携帶中華民國政府規定應執之有效使用許可證，該項許可證除台灣居民外，應免費發給。此項車輛及設備，其在陸面或水上駛行，如爲完成本案各項瞭解下擬施工程所必需，而與規定限制某類車輛使用道路或水道之現行法令牴觸時，應於事前與中華民國主管機關磋商。

政府往來關係中所負契約義務而生請求權之限制。其在台灣當分時，承辦人應依照中華民國法令及規章繳納各項適用之關稅或稅捐。中華民國政府將在其法律範圍內採取一切合理步驟，俾使軍援顧問團團長或美國承造商或轉包承造商爲完成本案各項瞭解下擬施任務而購買或使用物料或勞務不致無理漲價，此項勞務包括運費及港口設備使用費用在內。

「六、美國政府或其僱入台灣之承造商，轉包承造商，爲完成本案各項瞭解下擬施任務而入台灣之所有車輛及設備，經

財產、物料、設備及供應品如係在台灣購買者及在台灣購取之勞務，應享貨物稅，鹽稅及其他易於辨認稅捐之豁免。此一免稅，執行上如發生問題時，應由中美兩國政府之定程序，俾得實施此項免稅或類似補救辦法。此項財產、物料、設備及供應品，如並不構成竣工建築之一部份，其產權仍屬於美國政府或其攜入台灣之承造商或轉包承造商，得由產權人隨時移離台灣或依照兩國政府協議之辦法在台灣處分，但產權人如係輸入台灣之承造商或轉包承造商時，仍受其因與台灣居民或中華民國

必須予以撤銷者，中華民國政府不使美國政府及其承造商暨轉包承造商負何責任。如右移置設備必要或涉及遷居費用時，此項移置及遷居應由中華民國政府自行出資，在不影響工程順利並經濟進行之時間內完成之。

「五、美國政府或其携入台灣之承造商或轉包承造商，因協議工程或有關工作而輸入台灣或再輸出台灣之一切財產、物料、設備及供應品，經軍援顧問團團長證明屬實時，應享關稅及稅捐之豁免，與聯防互助協定下給予軍援顧問團者相同。此項

，測量工作所需之進入權，工程必需之砂土採掘場地，廢料堆放場地。採石礦地及河流中或其他地點之採掘石子場地，上述各項地面之進出權暨協議建築工程所需物料移離之權以及剩餘物料存放之權。是項必需地面，除無線電設備所在地產外，於本案各項瞭解下擬施工程竣工時，軍援顧問團團長應停止其使用。

「四、撥供軍援顧問團團長使用之地產上如有建築物、街、路、公用設備及任何改良物爲本案各項瞭解下擬施建築工程所

須在台留駐代表人員。按照本案瞭解携入台灣之承造商人員之雇用辦法及條件，應免適用中華民國法令。惟雙方當然了解，台灣居民之雇用辦法及條件，依中國法律辦理。

「三、中華民國政府將於能使協議建築工程順利並經濟進行之適當時機，准美方之請，指撥必需地面，供由軍援顧問團團長作施行本案各項瞭解下之建築及有關工程之用，其費用不由美國政府或其承造商或轉包承造商負擔。所謂『必需地面』一詞解釋上除指建築工程所在地產外，並包括現有水源之使用權

及豁免權。

「二、軍援顧問團團長或其代表得選雇其認爲達成本案各項瞭解下擬施任務必需之美籍個人、公司、商號及合夥者（以下統稱「承造商」）。惟雙方當然了解完全使用本地非技術性工人，並在最大可行範圍內雇用本地營造商。至必須自國外携入台灣之承造商及轉包承造商，其在台灣進行本案各項瞭解下之工程，毋須執有執照或登記，其在合同履行後及在其與台灣居民或中華民國政府機關往來關係中所負契約義務履行後，亦毋

我兩國政府間成立瞭解各點如下：

「一、在美利堅合衆國政府與中華民國政府現在談判中有關美軍地位及軍事設施之各項協定尚未完成以前，美軍、美軍人員、美國政府之美籍文職人員暨上述各項人員之眷屬，其爲完成本案各項瞭解下擬施任務而進入台灣者，在其對中國政府之關係上，應享受與美國政府及軍援顧問團人員依照一九五一年一月卅日，二月九日及一九五二年十月廿三日，十一月一日兩國政府就軍援顧問一事在台北所成立換文而享受之同等特權

The Chinese Minister of Foreign Affairs to the American Ambassador

接准

貴大使本日第三號照會內開：

「美國政府爲改善在台灣及遠東地區之通訊網起見，擬在經中國政府軍事當局核准選定陽明山附近竹子湖之一處場地，建造散波無線電設備一所。該項無線電設備不僅足以改善一般無線電通訊，且甚有助於台灣全盤防衛。該項設備及其建築、保養暨使用所必需人員之部署，應依中美共同防禦條約第七條之規定。

「爲便利該項設備所需之建築及使用起見，本大使茲提議 貴

外(47)美一

C11447

Translation

No. Wai-47-Mei-1-011447 TAIPEI, *August 6, 1958*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 3 of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 2136.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China its concurrence in the foregoing understandings and to confirm that Your Excellency's note and this note constitute an agreement between the two governments, effective from the date of this note.

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

[SEAL] SHAO-KU HUANG

His Excellency EVERETT F. DRUMRIGHT,
Ambassador of the United States of America,
Taipei.

The Counselor, American Embassy, to the Director, American Department, Chinese Ministry of Foreign Affairs

AMERICAN EMBASSY,
TAIPEI, TAIWAN,
August 6, 1958.

DEAR MR. HSU:

In connection with the exchange of notes of today's date expressing our two Governments' understandings concerning a radio communications facility project undertaken by the Chief of the United States Military Assistance Advisory Group in Taiwan, it is my Government's understanding that without prejudice to any other arrangements which may be negotiated or may be concluded in the future, contractors, sub-contractors and their employees, irrespective of

nationality, who are utilized in Taiwan for purposes of carrying out the functions contemplated in these understandings, shall be subject to the laws of the Republic of China, except in regard to the rights, privileges and exemptions specifically provided in the exchange of notes referred to above.

For the Ambassador:

JOSEPH A. YAGER

Joseph A. Yager
Counselor of Embassy

Mr. HSU SHAO-CHANG,
Director, American Department,
Ministry of Foreign Affairs,
Republic of China,
Taipei, Taiwan.

CHINA

Defense: Construction of Communications Facility in Vicinity of Kaohsiung, Taiwan

Agreement effected by exchange of memoranda
Dated at Taipei April 15, 1960;
Entered into force April 15, 1960.

The American Embassy to the Chinese Ministry of Foreign Affairs

MEMORANDUM

No. 36

The Embassy of the United States of America has the honor to refer to the desire of the United States Government to erect a communications facility in the vicinity of Kaohsiung requiring the construction of two antennas, with barracks and supporting facilities and requests the Foreign Ministry's confirmation that the provisions of the Collins Scatter Wave Radio Facility Agreement, effected by exchange of notes dated August 6, 1958, together with the accompanying letter of the same date,[1] will apply mutatis mutandis to the construction, maintenance and operation of the facility mentioned above and to the United States personnel now in Taiwan or who may enter Taiwan for the purpose of carrying out the functions contemplated by this understanding. The Embassy wishes to confirm its understanding that, upon effectuation of the Status of Forces Agreement which is now under negotiation between the two Governments, the facility in question and its personnel will be automatically covered thereunder.

The Embassy would appreciate a confirmation from the Foreign Ministry of its acceptance of the foregoing proposal.

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EMBASSY OF THE UNITED STATES OF AMERICA,
Taipei, April 15, 1960.

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[1] TIAS 5175; *ante*, p. 2136.

The Chinese Ministry of Foreign Affairs to the American Embassy

外(49)美一

006471

備忘錄

關於美國政府擬在高雄附近地區裝置通訊設備一所，需建造天線二座以及營房與輔助設備事，美國大使館本日第三十六號備忘錄業經閱悉。外交部茲證實其了解如下：關於上述設備之建造、保養暨使用事項，以及刻在台灣或將前來台灣爲實施此項了解所擬定任務之美國人員，準適用民國四十七年八月六日換文成立之散波無線電台協定暨其同日附件所列各項條款；一俟現在兩國政府談判中之美軍地位協定成立生效，該項設備及其人員應即當然納入該項協定適用範圍之內。

中華民國四十九年四月十五日於

Translation

No. Wai-49-Mei-1-006471

MEMORANDUM

With reference to the Memorandum of the United States Embassy of today's date, No. 36, regarding the desire of the United States Government to erect a communications facility in the vicinity of Kaohsiung requiring the construction of two antennas, with barracks and supporting facilities, the Ministry of Foreign Affairs wishes to confirm its understanding that the provisions of the Collins Scatter Wave radio facility agreement, effected by exchange of notes dated August 6, 1958, together with the accompanying letter of the same date, will apply mutatis mutandis to the construction, maintenance and operation of the facility mentioned above and to the United States personnel now in Taiwan or who may enter Taiwan for the purpose of carrying out the functions contemplated by this understanding and that, upon effectuation of the Status of Forces Agreement which is now under negotiation between the two Governments, the facility in question and its personnel will be automatically covered thereunder.

April 15, 1960

MINISTRY OF FOREIGN AFFAIRS [SEAL]
REPUBLIC OF CHINA
Taipei

CHINA

Defense: Construction of Scatter Wave Control Facility in Vicinity of Yangmingshan, Taiwan

Agreement effected by exchange of memoranda
Dated at Taipei February 28, 1962;
Entered into force February 28, 1962.

The American Embassy to the Chinese Ministry of Foreign Affairs

MEMORANDUM

No. 23

The Embassy of the United States of America has the honor to advise the Ministry of Foreign Affairs of the desire of the United States Government to erect a Scatter Wave Control Facility in the vicinity of Yangmingshan, requiring the construction of a terminal building and related buildings, and requests the Ministry's confirmation that the provisions of the Scatter Wave Radio Facility Agreement, effected by exchange of notes dated August 6, 1958, together with the accompanying letter of the same date, [1] will apply mutatis mutandis to the construction, maintenance and operation of the facility mentioned above and to the United States personnel now in Taiwan or who may enter Taiwan for the purpose of carrying out the function contemplated by this understanding. The Embassy wishes to confirm its understanding that, upon effectuation of the Status of Forces Agreement which is now under negotiation between the two Government, the facility in question and its personnel will be automatically covered thereunder.

The Embassy would appreciate a confirmation from the Ministry of its acceptance of the foregoing proposal.

EMBASSY OF THE UNITED STATES OF AMERICA,
Taipei, February 28, 1962.

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[1] TIAS 5175; *ante*, p. 2136.

The Chinese Ministry of Foreign Affairs to the American Embassy

外交部

2531

備忘錄

關於美國政府擬在陽明山附近地區裝置散波通信控制設備一處，需建造總機房及有關房屋事，美國大使館本日第二十三號備忘錄業經閱悉。外交部茲證實其了解如下：關於上述設備之建造、保養暨使用事項，以及到在台灣或將前來台灣為實施本了解所擬定任務之美國人員，均比照適用民國四十七年八月六日換文成立之散波無線電台協定暨其同日附件所列各項條款；一俟現在兩國政府談判中之美軍地位協定成立生效，該項設備及人員應即當然納入該項協定適用範圍之內。

中華民國五十一年二月二十八日於

Translation

No. Wai-(51)-Mei-1-2531

MEMORANDUM

With reference to the Memorandum of the United States Embassy of today's date, No. 23, regarding the desire of the United States Government to erect a Scatter Wave Control Facility in the vicinity of Yangmingshan requiring the construction of a terminal building and related buildings, the Ministry of Foreign Affairs wishes to confirm its understanding that the provisions of the Scatter Wave Radio Facility Agreement, effected by exchange of notes dated August 6, 1958, together with the accompanying letter of the same date, will apply mutatis mutandis to the construction, maintenance and operation of the facility mentioned above and to the United States personnel now in Taiwan or who may enter Taiwan for the purpose of carrying out the functions contemplated by this understanding and that, upon effectuation of the Status of Forces Agreement which is now under negotiation between the two Governments, the facility in question and its personnel will be automatically covered thereunder.

[SEAL]

February 28, 1962

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA
Taipei

SWEDEN

Patents: Interchange of Patent Rights and Technical Information for Defense Purposes

Agreement effected by exchange of notes
Signed at Washington October 4, 1962;
Entered into force October 4, 1962.

The Swedish Ambassador to the Secretary of State

ROYAL
SWEDISH EMBASSY

No. 273 WASHINGTON, D.C., *October 4, 1962.*

EXCELLENCY,

In an exchange of notes between the Swedish Minister of Foreign Affairs and the United States Ambassador to Sweden, dated June 30, and July 1, 1952,[1] respectively, the terms were agreed upon under which the Government of Sweden desires to procure for defense purposes military equipment, materials, or services on a reimbursable basis from the Government of the United States of America. By an exchange of notes dated January 30, 1961, [2] the scope of this agreement was enlarged, insofar as it regards security measures, to cover any information, equipment, materials or services relating to defense, given a security classification by either Government and communicated directly or indirectly between our two Governments.

Recent discussions between representatives of our two Governments have dealt with the protection of privately owned technical property disclosed by or connected with the transfer between our two Governments of information, equipment, materials or services relating to defense, whether or not classified. In furtherance of the principle that the rights of private owners of patents and other technical property should be fully recognized and protected in accordance with the law applicable to such privately owned patents and technical property relating to defense, these discussions have resulted in the following agreement:

1. When privately owned technical property is disclosed for defense purposes by transferring information, equipment, materials or serv-

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[1] TIAS 2480; 3 UST (pt. 2) 2968.
[2] TIAS 4680; 12 UST 98.

ices relating to defense either directly between our two Governments or from a national of one Contracting Government to the other Government at the latter's request, the recipient Government will:

(a) use its best efforts to ensure that such disclosure is treated as being made in confidence if the transfer is for information purposes only;

(b) use its best endeavors to ensure that the rights of the private owners to obtain patent or other like statutory protection therefor are not prejudiced;

(c) when such disclosure includes an invention which is the subject of a patent or patent application held in secrecy in the country of origin, accord, to the fullest extent possible under its laws, treatment similar to that accorded in the country of origin to a corresponding patent application filed in the recipient country in accordance with implementing procedures to be agreed upon.

2. When privately owned technical property included in a direct Government-to-Government transfer for defense purposes is used or disclosed by the recipient Government without the consent of the owner and as a result thereof compensation is paid to the owner by the originating Government, such payment shall be without prejudice to any arrangements which may be made between the two Governments regarding the assumption of the ultimate liability.

3. When privately owned technical property, included in a transfer for defense purposes from a national of one Contracting Government to the other Government at the latter's request, is used or disclosed by the recipient Government for any purpose, the recipient Government will take such steps as its laws permit for the prompt, just and effective compensation for such use or disclosure, when requested to do so by the owner.

4. Upon the request of either Government and as far as practicable, each Contracting Government will supply to the other Government all necessary information and assistance (a) to afford the private owner of technical property an opportunity to protect and preserve his rights therein and (b) to assess payments and awards arising out of its use.

5. Each Contracting Government shall designate a representative to meet with the representative of the other Contracting Government to constitute a Technical Property Committee, which shall consider and make recommendations on such matters relating to the subject matter of this agreement as may be brought before it by either Government, including:

(a) the establishment of procedures to facilitate the reciprocal filing of classified patent applications as contemplated in paragraph 1(c) above; and

(b) the entering into arrangements referred to in paragraph 2 above.

6. (a) The terms of this agreement may be reviewed at any time at the request of either Contracting Government.

(b) This agreement will terminate six months after written notice of termination has been given by either Contracting Government to the other, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this agreement.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect shall constitute an agreement on this matter which shall enter into force on the date of your reply.

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

GUNNAR JARRING

Gunnar Jarring

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

The Secretary of State to the Swedish Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 4, 1962

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of October 4, 1962, the text of which is as follows:

"In an exchange of notes between the Swedish Minister of Foreign Affairs and the United States Ambassador to Sweden, dated June 30, and July 1, 1952, respectively, the terms were agreed upon under which the Government of Sweden desires to procure for defense purposes military equipment, materials, or services on a reimbursable basis from the Government of the United States of America. By an exchange of notes dated January 30, 1961, the scope of this agreement was enlarged, insofar as it regards security measures, to cover any information, equipment, materials or services relating to defense, given a security classification by either Government and communicated directly or indirectly between our two Governments.

"Recent discussions between representatives of our two Governments have dealt with the protection of privately owned technical property disclosed by or connected with the transfer between our two Governments of information, equipment, materials or services relating to

defense, whether or not classified. In furtherance of the principle that the rights of private owners of patents and other technical property should be fully recognized and protected in accordance with the law applicable to such privately owned patents and technical property relating to defense, these discussions have resulted in the following agreement:

1. When privately owned technical property is disclosed for defense purposes by transferring information, equipment, materials or services relating to defense either directly between our two Governments or from a national of one Contracting Government to the other Government at the latter's request, the recipient Government will:

(a) use its best efforts to ensure that such disclosure is treated as being made in confidence if the transfer is for information purposes only;

(b) use its best endeavors to ensure that the rights of the private owners to obtain patent or other like statutory protection therefor are not prejudiced;

(c) when such disclosure includes an invention which is the subject of a patent or patent application held in secrecy in the country of origin, accord, to the fullest extent possible under its laws, treatment similar to that accorded in the country of origin to a corresponding patent application filed in the recipient country in accordance with implementing procedures to be agreed upon.

2. When privately owned technical property included in a direct Government-to-Government transfer for defense purposes is used or disclosed by the recipient Government without the consent of the owner and as a result thereof compensation is paid to the owner by the originating Government, such payment shall be without prejudice to any arrangements which may be made between the two Governments regarding the assumption of the ultimate liability.

3. When privately owned technical property, included in a transfer for defense purposes from a national of one Contracting Government to the other Government at the latter's request, is used or disclosed by the recipient Government for any purpose, the recipient Government will take such steps as its laws permit for the prompt, just and effective compensation for such use or disclosure, when requested to do so by the owner.

4. Upon the request of either Government and as far as practicable, each Contracting Government will supply to the other Government all necessary information and assistance (a) to afford the private owner of technical property an opportunity to protect and preserve his rights therein and (b) to assess payments and awards arising out of its use.

5. Each Contracting Government shall designate a representative to meet with the representative of the other Contracting Government

to constitute a Technical Property Committee, which shall consider and make recommendations on such matters relating to the subject matter of this agreement as may be brought before it by either Government, including:

(a) the establishment of procedures to facilitate the reciprocal filing of classified patent applications as contemplated in paragraph 1(c) above; and

(b) the entering into arrangements referred to in paragraph 2 above.

6. (a) The terms of this agreement may be reviewed at any time at the request of either Contracting Government.

(b) This agreement will terminate six months after written notice of termination has been given by either Contracting Government to the other, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this agreement.

"If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect shall constitute an agreement on this matter which shall enter into force on the date of your reply."

I accept the proposals in Your Excellency's note and concur that Your Excellency's note and this acceptance shall constitute an agreement on this subject to enter into force on today's date.

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

For the Secretary of State:

WILLIAM C. BURDETT

His Excellency
GUNNAR JARRING,
Ambassador of Sweden.

UNITED ARAB REPUBLIC

Agricultural Commodities

Agreement signed at Washington October 8, 1962;
Entered into force October 8, 1962.
With exchange of notes.

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

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the Egyptian pounds accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the United Arab Republic pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR EGYPTIAN POUNDS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the United Arab Republic of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Egyptian pounds, to purchasers authorized by the Government of the United Arab Republic, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat and/or wheat flour	$275.8
Corn	24.0
Cottonseed and/or soybean oil	22.9
Inedible tallow	12.7
Nonfat dry milk	.3
Frozen poultry	1.5
Ocean transportation (estimated)	52.8
Total	$390.0

2. Applications for purchase authorizations for $68.1 million of wheat, $4.8 million of corn, $7.1 million of cottonseed and/or soybean oil, $3.4 million of tallow, $0.1 million of nonfat dry milk and $0.4 million of frozen poultry, and for certain ocean transportation, will be made within 90 days after the effective date of this Agreement.

3. The amounts for fiscal years 1964 and 1965 will be determined on the basis of annual reviews to be made by the two Governments prior to the beginning of each fiscal year. The reviews shall take into account the United States stock position of each commodity, changes in the United Arab Republic's production, consumption, stocks, storage facilities, imports from the United States and countries friendly to the United States, and other related matters.

4. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Egyptian pounds accruing from such sale, and other relevant matters.

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

Article II

USES OF EGYPTIAN POUNDS

The Egyptian pounds accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (b), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, ten percent of the Egyptian pounds accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in the United Arab Republic incident thereto, five percent of the Egyptian pounds accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the United Arab Republic for business development and trade expansion in the United Arab Republic, and to United States firms and United Arab Republic firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the United Arab Republic, acting through the National Bank of Egypt (hereinafter referred to as the Bank). The Governor of the Bank, or his designate, will act for the Government of the United Arab Republic, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Bank and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the United Arab Republic on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of notice that AID is prepared to act favorably upon an application, the Bank will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bank, it shall be understood that the Bank has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Bank.

(6) In the event the Egyptian pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank, the Government of the United States of America may use the Egyptian pounds for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the United Arab Republic under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the United Arab Republic, as may be mutually agreed, eighty-five percent of the Egyptian pounds accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Egyptian pounds for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the pounds for any purposes authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF EGYPTIAN POUNDS

1. The amount of Egyptian pounds to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Egyptian pounds, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the United Arab Republic, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the United Arab Republic.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of Egyptian pounds which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

GENERAL UNDERTAKINGS

1. The Government of the United Arab Republic will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the United Arab Republic will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

Article V

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Washington in duplicate this 8th day of October 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

Phillips Talbot
Assistant Secretary of State

FOR THE GOVERNMENT OF THE UNITED ARAB REPUBLIC:

A KAISSOUNI

Abdel Moneim El Kaissouni
Minister of Treasury and Planning

The Secretary of State to the Ambassador of the United Arab Republic

DEPARTMENT OF STATE
WASHINGTON
October 8, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to the United Arab Republic of $390 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the United Arab Republic agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Agreement:

(a) From the United States and countries friendly to it at least 150,000, 250,000 and 300,000 metric tons of wheat and/or wheat flour in grain equivalent respectively during each of the United States fiscal years 1963, 1964 and 1965.

(b) From the United States and countries friendly to it at least 25,000, 30,000 and 35,000 metric tons of feed-grains respectively during each of the United States fiscal years 1963, 1964 and 1965.

(c) From the United States and countries friendly to it at least 10,000, 12,500 and 15,000 metric tons of vegetable oil and/or oilseeds in oil equivalent respectively during each of the United States fiscal years 1963, 1964 and 1965.

(d) From the United States and countries friendly to it at least 600 metric tons of dried milk during each of United States fiscal years 1963, 1964 and 1965.

(e) From the United States at least 20,000, 22,500 and 25,000 metric tons of tallow respectively during each of the United States fiscal years 1963, 1964 and 1965.

(2) It is understood that the wheat and wheat flour included under this Agreement is provided by the Government of the United States of America on the basis of renewed assurances that the Government of the United Arab Republic will continue its announced intention not to increase the total area devoted to cotton production in the United Arab Republic. Further, the Government of the United Arab Republic assures the Government of the United States of America that imports of wheat and wheat flour under this Agreement will not increase the availability of rice for export by the United Arab Republic. It is accordingly agreed that, based on an assumed milled rice production totaling 1.3 million metric tons in the current year, rice exports in the twelve months beginning November 1, 1962, will not exceed 400,000 metric tons. Exports of rice in excess of 400,000 metric tons would be effected during this period only to the extent that final agreed production figures for milled rice exceed 1.3 million metric tons. Levels for rice exports for the second and third years of the Agreement will be considered during the annual reviews.

(3) For purposes of Section 104(a) and 104(h) of the Act, the Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Egyptian pounds: For 104(a) purposes, two percent of the Egyptian pounds accruing under the Agreement; for 104(h) purposes and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to a total of $7.5 million worth

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

of Egyptian pounds, including up to $1.5 million in fiscal year 1963, up to $2.0 million in fiscal year 1964, up to $2.0 million in fiscal year 1965, and up to $2.0 million in fiscal year 1966. Currencies obtained through these provisions will be utilized in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of 104(h) to finance educational exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize Egyptian pounds to pay for international travel originating in the United Arab Republic, or originating outside the United Arab Republic when involving travel to or through the United Arab Republic, including connecting travel, and air travel within the United States or other areas outside the United Arab Republic when it is part of a trip in which the traveler journeys from, to or through the United Arab Republic. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Act. It is further understood that this travel is not limited to services provided by the United Arab Republic airlines.

I shall appreciate your confirmation that the foregoing also represents the understanding of the Government of the United Arab Republic.

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

For the Secretary of State:

PHILLIPS TALBOT

His Excellency
Dr. MOSTAFA KAMEL,
Ambassador of the
United Arab Republic.

The Ambassador of the United Arab Republic to the Secretary of State

EMBASSY OF THE
UNITED ARAB REPUBLIC
WASHINGTON, D.C.

OCTOBER 8, 1962

MR. SECRETARY:

I have the honor to acknowledge the receipt of your note of October 8, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under

which the United States of America undertakes to finance the delivery to the United Arab Republic of $390 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the United Arab Republic agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Agreement:

(a) From the United States and countries friendly to it at least 150,000, 250,000 and 300,000 metric tons of wheat and/or wheat flour in grain equivalent respectively during each of the United States fiscal years 1963, 1964 and 1965.

(b) From the United States and countries friendly to it at least 25,000, 30,000 and 35,000 metric tons of feed-grains respectively during each of the United States fiscal years 1963, 1964 and 1965.

(c) From the United States and countries friendly to it at least 10,000, 12,500 and 15,000 metric tons of vegetable oil and/or oilseeds in oil equivalent respectively during each of the United States fiscal years 1963, 1964 and 1965.

(d) From the United States and countries friendly to it at least 600 metric tons of dried milk during each of United States fiscal years 1963, 1964 and 1965.

(e) From the United States at least 20,000, 22,500 and 25,000 metric tons of tallow respectively during each of the United States fiscal years 1963, 1964 and 1965.

(2) It is understood that the wheat and wheat flour included under this Agreement is provided by the Government of the United States of America on the basis of renewed assurances that the Government of the United Arab Republic will continue its announced intention not to increase the total area devoted to cotton production in the United Arab Republic. Further, the Government of the United Arab Republic assures the Government of the United States of America that imports of wheat and wheat flour under this Agreement will not increase the availability of rice for export by the United Arab Republic. It is accordingly agreed that, based on an assumed milled rice production totaling 1,3 million metric tons in the current year, rice exports in the twelve months beginning November 1, 1962, will not exceed 400,000 metric tons. Exports of rice in excess of 400,000 metric tons would be effected during this period only to the extent that final agreed production figures for milled rice exceed 1.3 million metric tons. Levels for rice exports

for the second and third years of the Agreement will be considered during the annual review.

(3) For purposes of Section 104(a) and 104(h) of the act, the Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Egyptian pounds: For 104(a) purposes, two percent of the Egyptian pounds accruing under the Agreement; for 104(h) purposes and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to a total of $7.5 million worth of Egyptian pounds, including up to $1.5 million in fiscal year 1963, up to $2.0 million in fiscal year 1964, up to $2.0 million in fiscal year 1965, and up to $2.0 million in fiscal year 1966. Currencies obtained through these provisions will be utilized in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of 104(h) to finance educational exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize Egyptian pounds to pay for international travel originating in the United Arab Republic, or originating outside the United Arab Republic when involving travel to or through the United Arab Republic, including connecting travel, and air travel within the United States or other areas outside the United Arab Republic when it is part of a trip in which the traveler journeys from, to or through the United Arab Republic. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Act. It is further understood that this travel is not limited to services provided by the United Arab Republic airlines."

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

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

Ambassador
MOSTAFA KAMEL.

The Honorable
DEAN RUSK,
Secretary of State

TIAS 5179

ISRAEL

Agricultural Commodities

Agreement amending the agreement of May 3, 1962.
Effected by exchange of notes
Signed at Washington October 12 and 16, 1962;
Entered into force October 16, 1962.

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 12, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of May 3, 1962,[1] and to propose that the Agreement be amended as follows:

In paragraph 1 of Article I, as requested by the Government of Israel, add the commodity "Rice" in the value of $0.32 million and increase the total value of the Agreement to $27.82 million.

Rice is added to the Agreement on the condition that the Government of Israel will also import with its own resources from free world sources, including the United States of America, at least 9,000 metric tons of rice in calendar year 1962.

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

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

For the Secretary of State:
G. GRIFFITH JOHNSON

His Excellency
AVRAHAM HARMAN,
Ambassador of Israel.

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[1] TIAS 5004; *ante*, p. 432.

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

OCTOBER 16th 1962

EXCELLENCY,

I have the honor to acknowledge receipt of your Note of October 12th 1962 and the proposals contained therein for the amendment of the Agricultural Commodities Agreement between our two Governments of May 3rd 1962.

I have the honor to inform you that the terms of Your Excellency's Note of October 12th 1962 are acceptable to my Government. Accordingly my Government concurs in the proposal that Your Excellency's Note of October 12th 1962 and this reply shall constitute an Agreement between our two Governments in respect to the amendments proposed, such Agreement to enter into force on the date of this reply.

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

AVRAHAM HARMAN.

His Excellency
DEAN RUSK,
Secretary of State,
United States Department of State,
Washington, D.C.

FEDERAL REPUBLIC OF GERMANY

Defense: Extension of Loan of Vessel

Agreement effected by exchange of notes
Signed at Bonn/Bad Godesberg and Bonn September 19 and 25, 1962;
Entered into force September 25, 1962.

The American Ambassador to the Minister for Foreign Affairs of the Federal Republic of Germany

EMBASSY OF THE
UNITED STATES OF AMERICA
Bonn/Bad Godesberg, September 19, 1962.

No. 33

EXCELLENCY:

I have the honor to refer to the Agreement effected by an exchange of notes signed at Bonn on April 30 and May 1, 1957,[1] which relates to the loan of naval vessels, and to recent consultations between representatives of our two Governments concerning your Government's request for an extension of the period of the loan of the vessel "USS Anthony" (DD 515) thereunder.

I have the honor to propose, pursuant to paragraph number 3 of the above-mentioned agreement, that the period of this loan be extended for an additional period of not to exceed five years.

If this proposal is acceptable to your Government, I further have the honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement for extension of the period of the loan of the "USS Anthony" in accordance with the agreement effected by an exchange of notes signed at Bonn on April 30 and May 1, 1957, which shall enter into force on the date of your reply.

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

WALTER DOWLING

His Excellency
GERHARD SCHROEDER,
Federal Minister for Foreign Affairs,
Bonn.

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[1] TIAS 3852; 8 UST 894.

The Minister for Foreign Affairs of the Federal Republic of Germany to the American Ambassador

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, *den 25. September 1962*

HERR BOTSCHAFTER,

ich beehre mich, den Empfang Ihrer Note vom 19. September 1962 zu bestätigen, deren Wortlaut in vereinbarter Übersetzung wie folgt lautet:

"Ich beehre mich, auf das durch einen am 30. April und 1. Mai 1957 in Bonn unterzeichneten Notenwechsel geschlossene Abkommen über die Ausleihung von Kriegsschiffen und auf die kürzlichen Besprechungen zwischen Vertretern unserer beiden Regierungen über den Antrag Ihrer Regierung auf eine Verlängerung der Leihfrist für das Schiff "USS Anthony" (DD 515) im Rahmen dieses Abkommens Bezug zu nehmen.

Ich beehre mich, gemäss Absatz Nummer 3 des genannten Abkommens vorzuschlagen, die Leihfrist zusätzlich um höchstens fünf Jahre zu verlängern.

Wenn dieser Vorschlag Ihrer Regierung annehmbar erscheint, beehre ich mich ferner vorzuschlagen, dass diese Note und die zustimmende Antwortnote Euerer Exzellenz ein Abkommen über die Verlängerung der Leihfrist für "USS Anthony" gemäss dem durch einen am 30. April und 1. Mai 1957 in Bonn unterzeichneten Notenaustausch geschlossenen Abkommen darstellen sollen; als Tag des Inkrafttretens schlage ich das Datum Ihrer Antwortnote vor."

Ich beehre mich Ihnen mitzuteilen, dass die Bundesregierung mit dem Inhalt Ihrer Note und damit einverstanden ist, dass Ihre Note und diese Antwort eine Vereinbarung zwischen unseren beiden Regierungen bilden sollen, die mit dem Datum dieser Antwort in Kraft tritt.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.

SCHRÖDER

Seiner Exzellenz
dem Botschafter der
Vereinigten Staaten von Amerika,
Herrn WALTER C. DOWLING,

Translation

THE FEDERAL MINISTER
OF FOREIGN AFFAIRS

BONN, *September 25, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of your note of September 19, 1962, which in the agreed translation reads as follows:

[For the English language text of the note, see *ante*, p. 2178.]

I have the honor to inform you that the Federal Government concurs in the contents of your note and agrees that your note and this reply shall constitute an agreement between our two governments, which shall enter into force on the date of this reply.

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

SCHRÖDER

His Excellency
WALTER C. DOWLING,
Ambassador of the
United States of America.

REPUBLIC OF THE CONGO

Agricultural Commodities [1]

Agreement amending the agreement of November 18, 1961, as amended.
Effected by exchange of notes
Dated at Léopoldville August 31, 1962;
Entered into force August 31, 1962.

The American Ambassador to the Congolese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Leopoldville, August 31, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 18, 1961,[2] as amended, and propose that this Agreement be further amended as follows:

The total value of the agreement is increased from $12.83 million to $16.08 million through the addition, in response to a request by the Government of the Congo, of dried whole milk in the value of $1.92 million; non-fat dry milk, $0.32 million; canned milk, $0.56 million; butter, $0.2 million and cheese, $0.05 million; and an increase in ocean transportation from $1.38 million to $1.58 million.

These commodities are for shipment no later than December 31, 1962.

The Government of the United States of America and the Government of the Republic of the Congo, while recognizing the principle that sales of surplus agricultural commodities under Title I of Public Law 480[3] will be in excess of the usual marketings of such commodities, nonetheless agree that no fixed amounts of commercial imports of dairy products will be stipulated herein. It is expressly understood that this omission has been decided upon purely on the basis of the present financial position of the Government of the Congo regarding foreign exchange resources and does not in any way constitute a

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[1] Also TIAS 5221; *post*, p. 2559.
[2] TIAS 4925; 12 UST 3202.
[3] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

precedent for any future similar agreement with the Government of the Congo.

With reference to Article II, paragraph 2, of the Agreement, it is understood that the Government of the United States of America will inform the Secretary General of the United Nations of the additional financing provided through this amendment for projects to promote economic development in the Republic of the Congo as agreed between the United Nations and the Government of the Republic of the Congo.

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

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

EDMUND A. GULLION

His Excellency
JUSTIN BOMBOKO,
Minister of Foreign Affairs,
Leopoldville.

The Congolese Ministry of Foreign Affairs to the American Embassy

RÉPUBLIQUE DU CONGO

Cabinet du Ministre des Affaires
Etrangères

(1) N° 134/7098/62 LÉOPOLDVILLE

Le Ministère des Affaires Etrangères de la République du Congo présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Léopoldville et a l'honneur de se référer à la note du 31 Août 1962 proposant que l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements en date du 18 novembre 1961, tel que modifié soit amendé comme suit:

"Le montant total repris à l'Accord est porté de 12.83 millions de dollars à 16.08 millions de dollars par l'addition : de lait entier en poudre pour une valeur de 1.92 million de dollars; de lait écrèmé en poudre pour une valeur de 320.000 dollars; de lait en boîte pour 560.000 dollars; de beurre pour 200.000 dollars et de fromage pour 50.000 dollars; le montant afférent au transport maritime passe de 1.38 million de dollars à 1.58 million de dollars.

Ces produits devront être embarqués au plus tard le 31 décembre 1962".

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(1) Rappeler dans la réponse la date et le numéro. [Footnote in the original.]

Le Ministère porte à la connaissance de l'Ambassade que cette proposition reçoit l'entière approbation du Gouvernement Congolais.

Le Ministère remercie l'Ambassade des Etats-Unis de cette nouvelle aide que son Gouvernement apporte à la population congolaise, et saisit cette occasion pour lui renouveler les assurances de sa haute considération.

LÉOPOLDVILLE, *le 31 août 1962.–*

A L'AMBASSADE DES ETATS-UNIS
D'AMERIQUE
à Leopoldville.–

Translation

REPUBLIC OF THE CONGO
Office of the Minister
of Foreign Affairs

(1) No. 134/7098/62 LÉOPOLDVILLE

The Ministry of Foreign Affairs of the Republic of the Congo presents its compliments to the Embassy of the United States of America at Léopoldville and has the honor to refer to the note of August 31, 1962 proposing that the Agricultural Commodities Agreement concluded between our two Governments on November 18, 1961, as amended, be amended as follows:

"The total value indicated in the agreement is increased from 12.83 million dollars to 16.08 million dollars through the addition: of dried whole milk in the value of 1.92 million dollars; non-fat dried milk in the value of 320,000 dollars; canned milk, 560,000 dollars; butter, 200,000 dollars and cheese, 50,000 dollars; an increase in the amount for ocean transportation from 1.38 million dollars to 1.58 million dollars.

"These commodities are for shipment no later than December 31, 1962."

The Ministry informs the Embassy that this proposal meets with the full approval of the Congolese Government.

(1) In replying indicate the date and the number.

The Ministry thanks the Embassy of the United States for this additional assistance that its Government is giving to the Congolese people and avails itself of this opportunity to renew to it the assurances of its high consideration.

[Initialed] [SEAL]

LÉOPOLDVILLE, *August 31, 1962*

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Léopoldville.

REPUBLIC OF CONGO

Investment Guaranties

Agreement effected by exchange of notes
Signed at Brazzaville July 26 and September 1, 1962;
Entered into force September 1, 1962.

The American Ambassador to the Congolese Vice President of the Republic and Minister of Foreign Affairs

No. 4 BRAZZAVILLE, *July 26, 1962*

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to investment guaranties which may be issued pursuant to the present Agreement by the Government of the United States of America with respect to investments in the Republic of Congo.

The Government of the United States of America and the Government of the Republic of Congo, in order to facilitate and increase the participation of private enterprise in furthering the development of the economic resources and productive capacities of the Republic of Congo by the issuance of United States Government investment guaranties, agree as follows:

1. The Governments of the United States of America and of the Republic of Congo shall, upon the request of either of them, consult respecting projects in the Republic of Congo with respect to which United States Government investment guaranties have been issued or may be issued pursuant to the present Agreement.

2. The Government of the United States of America shall issue no guaranty pursuant to the present Agreement with respect to any project unless such project has been approved by the Government of the Republic of Congo for guaranty purposes.

3. If the Government of the United States of America makes payment in United States dollars to any investor under a guaranty issued pursuant to the present Agreement, the Government of the Republic of Congo shall recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which payment under such guaranty is to be made, and the succession of the Government of the United States of America to

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

4. Amounts in the lawful currency of the Republic of Congo and credits thereof acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to funds of private United States nationals deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Government of the United States of America to meet its expenditures in the Republic of Congo.

5. Any claim against the Government of the Republic of Congo to which the Government of the United States of America may succeed as a result of any payment under such guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator. Such arbitrator shall be selected by mutual agreement, or, if the Governments are unable within a period of three months to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

6. Investors to whom guaranties against loss due to war, revolution or insurrection have been issued pursuant to the present Agreement shall be accorded by the Government of the Republic of Congo treatment not less favorable than the most favorable treatment accorded, in like circumstances, to nationals of the Republic of Congo or nationals of any other country, with reference to any reimbursement, compensation, indemnification, or any other payment, including the distribution of reparations received from enemy countries, that the Government of the Republic of Congo may make or pay for loss due to war, revolution or insurrection.

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

Please accept, Excellency, the renewed assurances of my very high consideration.

W. Wendell Blancké

His Excellency
Stéphane Tchichelle,
Vice President of the Republic
and Minister of Foreign Affairs,
Brazzaville.

TIAS 5183

The President of the Republic of Congo to the American Ambassador

RÉPUBLIQUE DU CONGO
UNITÉ - TRAVAIL - PROGRÈS
LE PRÉSIDENT DE LA RÉPUBLIQUE

No. 96 BRAZZAVILLE, *le 1 Sept. 1962*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre note n° 4, en date du 28 Juillet 1962, reproduite ci-dessous aux termes de laquelle mon Gouvernement à donné son accord :

EXCELLENCE,

J'ai l'honneur de me référer aux convessations qui ont eu lieu récemment entre les Représentants de nos deux Gouvernements au sujet des garanties d'invertissements qui pourraient être données conformément à l'accord actuel par le Gouvernement des Etats-Unis d'Amérique à l'égard des invertissements en République du Congo.

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Congo ayant pour but de faciliter et d'accroître la participation des entreprises privées aux efforts destinés à accélérer le développement des ressources économiques et de la capacité de production de la République du Congo par l'émission de garanties d'investissements du Gouvernement des Etats-Unis d'Amérique, donnent leur accord à ce qui suit :

1.– Les Gouvernements des Etats-Unis d'Amérique et de la République du Congo se consulteront, à la requête de l'un ou l'autre d'entre eux, au sujet de projets en République du Congo à l'égard desquels des garanties d'investissements du Gouvernement des Etats-Unis d'Amérique ont déjà été données ou pourraient être données conformément à l'accord actuel ;

2.– Le Gouvernement des Etats-Unis d'Amérique accepte de ne donner aucune garantie conformément à l'accord actuel à l'égard d'un projet quelconque à moins qu'il n'ait été approuvé dans ce but par le gouvernement de la République du Congo ;

3.– Si le Gouvernement des Etats-Unis d'Amérique effectue un paiement en dollars des Etats-Unis à une personne ayant effectué un investissement en vertu d'une telle garantie conformément à l'accord actuel, le Gouvernement de la République du Congo reconnaîtra le transfert au Gouvernement des Etats-Unis d'Amérique de toutes devises, tous crédits, avoirs, ou investissement en raison desquels le paiement doit être effectué en vertu d'une telle garantie, et la succession du Gouvernement des Etats-Unis d'Amérique dans tout droit, titre, réclamation, privilège, ou recours en justice existant, ou pouvant survenir, et y afférents;

4.– Les montants en devises légales de la République du Congo ou les crédits en devises légales de la République du Congo acquis par le Gouvernement des Etats-Unis d'Amérique en vertu des telles garanties bénéficieront d'un traitement qui ne sera pas moins favorable que celui accordé à des fonds appartenant à des ressortissants des Etats-Unis provenant d'investissements semblables à ceux que la personne a effectués, et ces montants et crédits seront librement accessibles au Gouvernement des Etats-Unis d'Amérique à des fins de dépenses administratives en République du Congo ;

5.– Toute réclamation contre le Gouvernement de la République du Congo à laquelle le Gouvernement des Etats-Unis d'Amérique peut succéder en conséquence d'un paiement fait au titre d'une telle garantie sera l'objet de négociations directes entre les deux Gouvernements. Si, après un délai raisonnable, ils ne parviennent pas à régler la réclamation par un accord, elle sera renvoyée pour décision définitive et obligatoire à un arbitre unique. Cet arbitre sera choisi d'un commun accord, ou, si les Gouvernements ne parviennent pas à s'accorder sur un choix dans un délai de trois mois, l'arbitre pourra être nommé par le Président de la Cour Internationale de Justice à la requête de l'un ou de l'autre Gouvernement ;

6.– Les personnes ayant effectué des investissements pour lesquels des garanties ont été accordées conformément à l'accord actuel contre les pertes subies du fait de la guerre, de la révolution ou de l'insurrection recevront de la part du Gouvernement de la République du Congo un traitement non moins favorable que le traitement le plus favorable accordé, dans des circonstances semblables, aux ressortissants de la République du Congo, ou aux ressortissants de tout autre pays, en matière de tout remboursement, compensation, indemnisation, ou de tout autre paiement, y compris la répartition de réparations reçues de pays ennemis que le Gouvernement de la République du Congo peut effectuer ou payer pour des pertes subies du fait de la guerre, de la révolution ou de l'insurrection.

Dès la réception d'une note de votre EXCELLENCE indiquant que les dispositions ci-dessus sont acceptables au Gouvernement de la République du Congo, le Gouvernement des Etats-Unis d'Amérique considérera que cette note et votre réponse et à celle-ci constitueront un accord entre les deux Gouvernements sur ce sujet, l'accord entrant en vigueur à la date de votre réponse.

Je vous prie d'agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

A F YOULOU

Abbé Fulbert Youlou.–

Monsieur L'AMBASSADEUR
DES ETATS-UNIS D'AMERIQUE
Brazzaville

TIAS 5183

Translation

REPUBLIC OF CONGO

UNITY - LABOR - PROGRESS

THE PRESIDENT OF THE REPUBLIC
No. 96

BRAZZAVILLE, *September 1, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 4, dated July 28, 1962, reproduced below, to the terms of which my Government has agreed:

[For the English language text of the note, see *ante*, p. 2185.]

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

A F YOULOU

Abbé Fulbert Youlou

THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Brazzaville.

MULTILATERAL

General Agreement on Tariffs and Trade

Declaration on the provisional accession of Argentina to the agreement of October 30, 1947.
Done at Geneva November 18, 1960;
Entered into force with respect to the United States of America and Argentina October 14, 1962.

THE CONTRACTING PARTIES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

LES PARTIES CONTRACTANTES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

DECLARATION ON THE PROVISIONAL ACCESSION OF ARGENTINA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE L'ARGENTINE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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18 November 1960
Geneva

DECLARATION ON THE PROVISIONAL ACCESSION OF ARGENTINA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Government of Argentina and the other governments on behalf of which this Declaration has been accepted (the latter governments being hereinafter referred to as the "participating governments"),

CONSIDERING that the Government of Argentina on 21 September 1960 made a formal request to accede to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as the "General Agreement") in accordance with the provisions of Article XXXIII of the General Agreement, and that that Government will be prepared to conduct the tariff negotiations with contracting parties, which it is considered should precede accession under Article XXXIII,[2] as soon as its new customs tariff enters into force,

CONSIDERING the desirability of Argentina, an important trading country which is a signatory of the Montevideo Treaty of 18 February 1960,[3] currently being considered by the CONTRACTING PARTIES, being invited to accede provisionally to the General Agreement as a step towards its eventual accession pursuant to Article XXXIII:

1. DECLARE that, pending the accession of Argentina to the General Agreement under the provisions of Article XXXIII, which will be preceded by the conclusion of tariff negotiations with contracting parties to the General Agreement, the commercial relations between the participating governments and Argentina shall be based upon the General Agreement, subject to the following conditions:

(a) The Government of Argentina shall apply provisionally and subject to the provisions of this Declaration (i) Parts I and III of the General Agreement, and (ii) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Declaration; the obligations incorporated in paragraph 1 of Article I of the General Agreement by reference to Article III thereof and those incorporated in paragraph 2(b) of Article II by reference to Article VI shall be considered as falling within Part II of the General Agreement for the purpose of this paragraph.

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[1] TIAS 1700; 61 Stat., pts. 5 and 6.

[2] TIAS 1763; 62 Stat. 1993.

[3] "Treaty establishing a free-trade area and instituting the Latin American Free-Trade Association", the text of which is published in *Multilateral Economic Co-operation in Latin America*, U.N. Doc. No. E/CN.12/621 (1962), vol. 1, p. 57; U.N. Sales No. 62.: II. G. 3.

(b) While Argentina under the most-favoured-nation provisions of Article I of the General Agreement will receive the benefit of the concessions contained in the schedules annexed to the General Agreement, it shall not have any direct rights with respect to those concessions either under the provisions of Article II or under the provisions of any other Article of the General Agreement.

(c) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement, refer to the date of that Agreement, the applicable date in respect of Argentina shall be the date of this Declaration.

(d) Notwithstanding the provisions of paragraph 1 of Article I of the General Agreement, this Declaration shall not require the elimination by the Government of Argentina of any preferences in respect of import duties or charges accorded by Argentina exclusively to one or more of the following countries: Bolivia, Brazil, Chile, Paraguay, Peru, and Uruguay; provided, however, that these preferences do not exceed the levels in effect on the date of this Declaration. Moreover, it shall not prevent the modification of such preferences accorded to Bolivia provided that the general level of such modified preferences does not differ substantially from the general level of the preferences accorded by Argentina to Bolivia on the date of this Declaration. Nothing in this paragraph will affect the right of Argentina to benefit from the provisions of the General Agreement relating to the formation of a free-trade-area.

(e) The provisions of the General Agreement to be applied by Argentina shall be those contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment [1] as rectified, amended, supplemented, or otherwise modified by such instruments as may have become effective by the date of this Declaration.

2. REQUEST the CONTRACTING PARTIES to the General Agreement (hereinafter referred to as the "CONTRACTING PARTIES") to perform such functions as are necessary for the implementation of this Declaration.

3. This Declaration, which has been approved by the CONTRACTING PARTIES by a two-thirds majority shall be deposited with the Executive Secretary of the CONTRACTING PARTIES. It shall be open for acceptance, by signature or otherwise, by Argentina, by contracting parties to the General Agreement and by any governments which shall have acceded provisionally to the General Agreement.

4. This Declaration shall become effective between Argentina and any participating government on the thirtieth day following the day upon which it shall have been accepted on behalf of both Argentina

[1] TIAS 1700; 61 Stat., pts. 5 and 6.

and that government; [1] it shall remain in force until the Government of Argentina accedes to the General Agreement under the provisions of Article XXXIII thereof or until 31 December 1962 whichever date is earlier, unless it has been agreed between Argentina and the participating governments to extend its validity to a later date.

5. The Executive Secretary of the CONTRACTING PARTIES shall promptly furnish a certified copy of this Declaration, and a notification of each acceptance thereof, to each government to which this Declaration is open for acceptance.

DONE at Geneva this eighteenth day of November one thousand nine hundred and sixty, in a single copy in the French and English languages, both texts authentic.

DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE L'ARGENTINE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Le gouvernement de l'Argentine et les autres gouvernements (ci-après dénommés "les gouvernements participants") au nom desquels la présente Déclaration a été acceptée,

CONSIDERANT que le gouvernement de l'Argentine a présenté le 21 septembre 1960 une demande formelle d'accession à l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé l' "Accord général"), conformément aux dispositions de l'article XXXIII de l'Accord général, et que ledit gouvernement est prêt à procéder avec les parties contractantes aux négociations tarifaires qui devraient précéder son accession aux termes de l'article XXXIII, et cela dès que son nouveau tarif douanier sera entré en vigueur,

CONSIDERANT qu'il est souhaitable d'inviter l'Argentine, importante nation commerçante signataire du Traité de Montevideo en date du 18 février 1960 que les PARTIES CONTRACTANTES examinent actuellement, à accéder provisoirement à l'Accord général en vue de préparer son accession définitive conformément aux dispositions de l'article XXXIII;

1. DECLARENT qu'en attendant l'accession de l'Argentine à l'Accord général conformément aux dispositions de l'article XXXIII, qui aura lieu quand les négociations tarifaires avec les parties contractantes à l'Accord général seront terminées, les relations commerciales entre les gouvernements participants et l'Argentine seront fondées sur l'Accord général, sous réserve des conditions suivantes:

[1] Entered into force Oct. 14, 1962, with respect to the United States of America and Argentina.

a) Le gouvernement de l'Argentine appliquera provisoirement et sous réserve des dispositions de la présente Déclaration i) les parties I et III de l'Accord général et ii) la partie II de l'Accord général dans toute la mesure compatible avec sa législation à la date de la présente Déclaration; les obligations que comporte le paragraphe 1 de l'article premier de l'Accord général, par référence à l'article III dudit Accord général, et celles que comporte le paragraphe 2, alinéa b) de l'article II, par référence à l'article VI, seront considérées, aux fins du présent alinéa, comme relevant de la partie II de l'Accord général.

b) L'Argentine jouira, aux termes de la clause de la nation la plus favorisée qui figure à l'article premier de l'Accord général, des concessions reprises dans les listes annexées à l'Accord général; toutefois, elle n'aura aucun droit direct en ce qui concerne ces concessions, ni au titre de l'article II, ni au titre d'aucune autre disposition de l'Accord général.

c) Dans tous les cas où il est fait référence à la date de l'Accord général, dans le paragraphe 6 de l'article V, dans l'alinéa d) du paragraphe 4 de l'article VII et dans l'alinéa c) du paragraphe 3 de l' article X, la date applicable à l'égard de l'Argentine sera celle de la présente Déclaration.

d) Nonobstant les dispositions du paragraphe 1 de l'article premier de l'Accord général, la présente Déclaration n'obligera pas le gouvernement de l'Argentine à supprimer les préférences relatives aux droits de douane ou impositions à l'importation qui existent exclusivement entre l'Argentine d'une part, la Bolivie, le Brésil, le Chili, le Paraguay, le Pérou et l'Uruguay d'autre part, à condition que ces préférences n'excèdent pas les préférences en vigueur à la date de la présente Déclaration. En outre, la présente Déclaration ne fera pas obstacle à la modification des préférences ainsi accordées à la Bolivie à condition que le niveau général de ces préférences ne diffère pas sensiblement du niveau général des préférences accordées par l'Argentine à la Bolivie à la date de la présente Déclaration. Aucune disposition du présent paragraphe ne portera atteinte au droit de l'Argentine à bénéficier des dispositions de l'Accord général relatives à l'établissement d'une zone de libre-échange.

e) Les dispositions de l'Accord général que devra appliquer l'Argentine sont celles du texte annexé à l'acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, tel qu'il a été rectifié, amendé, complété ou autrement modifié par les instruments en vigueur à la date de la présente Déclaration.

2. Demandent aux Parties Contractantes à l'Accord général (ci-après dénommées les "Parties Contractantes") d'exercer les fonctions nécessaires pour la mise en oeuvre de la présente Déclaration.

3. La présente Déclaration, qui a été adoptée par les Parties Contractantes à la majorité des deux tiers, sera déposée auprès du Secré-

taire exécutif des PARTIES CONTRACTANTES à l'Accord général. Elle sera ouverte à l'acceptation, par signature ou autrement, de l'Argentine, des parties contractantes à l'Accord général et de tout gouvernement qui aura accédé à titre provisoire audit Accord.

4. La présente Déclaration prendra effet entre l'Argentine et tout gouvernement participant le trentième jour qui suivra celui où elle aura été acceptée au nom de l'Argentine et au nom dudit gouvernement; elle restera en vigueur soit jusqu'à ce que le gouvernement de l'Argentine accède à l'Accord général conformément aux dispositions de l'article XXXIII dudit Accord, soit jusqu'au 31 décembre 1962 si, à cette date, l'accession n'est pas intervenue, à moins que l'Argentine et les gouvernements participants ne conviennent d'en proroger la validité.

5. Le Secrétaire exécutif des PARTIES CONTRACTANTES fera promptement tenir copie certifiée conforme de la présente Déclaration, et notification de toute acceptation, à chacun des gouvernements auxquels la présente Déclaration est ouverte pour acceptation.

FAIT à Genève, le dix-huit novembre mil neuf cent soixante, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

For the Commonwealth of Australia: Pour le Commonwealth d'Australie:

[Signed June 13, 1961.]

For the Republic of Austria: Pour la République d'Autriche:

[Signed, subject to ratification, November 25, 1960; ratification deposited August 22, 1961.]

For the Kingdom of Belgium: Pour le Royaume de Belgique:

[Signed November 24, 1960.]

For the United States of Brazil: Pour les Etats-Unis du Brésil:

[Signed, subject to ratification, January 3, 1961.]

For the Union of Burma: Pour l'Union Birmane:

For Canada: Pour le Canada:

[Signed April 14, 1961.]

For Ceylon: Pour Ceylan:

[Signed December 4, 1961.]

For the Republic of Chile: Pour la République du Chili:

[Signed November 21, 1960.]

For the Republic of Cuba: Pour la République de Cuba:

For the Czechoslovak Republic: Pour la République tchécoslovaque:

[Signed June 2, 1961.]

For the Kingdom of Denmark: Pour le Royaume de Danemark:

[Signed April 21, 1961.]

For the Dominican Republic: Pour la République Dominicaine:

For the Republic of Finland: Pour la République de Finlande:

[Signed November 24, 1960.]

For the French Republic: Pour la République française:

[Signed November 18, 1960.]

For the Federal Republic of Germany: Pour la République fédérale d'Allemagne:

[Signed, subject to ratification, June 12, 1961.]

For Ghana: Pour le Ghana:

[Signed November 10, 1961.]

For the Kingdom of Greece: Pour le Royaume de Grèce:

For the Republic of Haiti: Pour la République d'Haïti:

For India: Pour l'Inde:

[Signed May 17, 1961.]

For the Republic of Indonesia: Pour la République d'Indonésie:

[Signed June 30, 1961.]

For Israel: Pour Israël:

[Signed February 9, 1961.]

For the Republic of Italy: Pour la République d'Italie:

[Signed July 6, 1961.]

For Japan: Pour le Japon:

For the Grand-Duchy of Luxemburg: Pour le Grand-Duché de Luxembourg:

[Signed February 24, 1961.]

For the Federation of Malaya: Pour la Fédération de Malaisie:

For the Kingdom of the Netherlands: Pour le Royaume des Pays-Bas:

[Signed April 25, 1961.]

For New Zealand: Pour la Nouvelle-Zélande:

[Signed May 17, 1961.]

For the Republic of Nicaragua: Pour la République de Nicaragua:

For the Federation of Nigeria: Pour la Fédération de Nigéria:

For the Kingdom of Norway: Pour le Royaume de Norvège:

[Signed January 27, 1961.]

For Pakistan: Pour le Pakistan:

[Signed September 12, 1961.]

For Peru: Pour le Pérou:

[Signed November 24, 1960.]

For the Federation of Rhodesia and Nyasaland: Pour la Fédération de la Rhodésie et du Nyassaland:

[Signed May 9, 1961.]

For the Kingdom of Sweden: Pour le Royaume de Suède:

For the Swiss Confederation: Pour la Confédération suisse:

For Tunisia: Pour la Tunisie:

For the Republic of Turkey: Pour la République de Turquie:

[Signed June 23, 1961.]

For the Union of South Africa: Pour l'Union Sud-Africaine:

[Signed June 20, 1961.]

For the United Kingdom of Great Britain and Northern Ireland: Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

[Signed May 1, 1961.]

For the United States of America: Pour les Etats-Unis d'Amérique:

[Signed May 4, 1961.]

For the Republic of Uruguay: Pour la République d'Uruguay:

[Signed November 18, 1960.]

For the Argentine Republic: Pour la République Argentine:

[Signed, subject to ratification, November 18, 1960; acceptance deposited September 14, 1962.]

I hereby certify that the foregoing text is a true copy of the Declaration on the Provisional Accession of Argentina to the General Agreement on Tariffs and Trade, done at Geneva on 18 November 1960, the original of which is deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de la Déclaration concernant l'accession provisoire de l'Argentine à l'Accord général sur les tarifs douaniers et le commerce, établie à Genève le 18 novembre 1960, dont le texte original est déposé auprès du Sécretaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE.

E. Wyndham White

Executive Secretary
Geneva

Secrétaire exécutif
Genève

TURKEY

Agricultural Commodities [1]

Agreement amending the agreement of July 29, 1961, as amended.
Effected by exchange of notes
Signed at Ankara October 11, 1962;
Entered into force October 11, 1962.

The American Ambassador to the Turkish Minister of Commerce

No. 574 ANKARA, *October 11, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed between representatives of our two Governments on July 29, 1961,[2] as amended, and to propose in response to the request of the Government of Turkey that the Agreement be further amended as follows:

With respect to paragraph 1-C of Article II, the last sentence of the paragraph is changed to read: "It is understood that up to a maximum of 235 million Turkish lira will be utilized for section 104(c) purposes."

I have the honor to propose that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

RAYMOND A. HARE

His Excellency
MUHLIS ETE,
Minister of Commerce,
Ankara.

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[1] Also TIAS 5235; *post*, pt. 3.
[2] TIAS 4819; 12 UST 1098.

The Turkish Minister of Commerce to the American Ambassador

TÜRKİYE CUMHURİYETİ
TİCARET BAKANLIĞI[1]

ANKARA, *October 11, 1962.*

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated October 11, 1962, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed between representatives of our two Governments on July 29, 1961, as amended, and to propose in response to the request of the Government of Turkey that the Agreement be further amended as follows:

"With respect to paragraph 1–C of Article II, the last sentence of the paragraph is changed to read: 'It is understood that up to a maximum of 235 million Turkish lira will be utilized for section 104(c) purposes.'

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

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

I have the honor to inform you that the Government of Turkey concurs with the foregoing understanding.

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

MUHLIS ETE

The Honorable
RAYMOND A. HARE,
Ambassador of the United States of America,
Ankara.

[1] Republic of Turkey
Ministry of Commerce

ITALY

Trade: Exports of Cotton Velveteen Fabrics from Italy to the United States

Agreement effected by exchange of notes
Dated at Washington July 6, 1962;
Entered into force July 6, 1962.

The Secretary of State to the Italian Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Italy and has the honor to refer to the Arrangements Regarding International Trade in Cotton Textiles done at Geneva July 21, 1961[1] and effective October 1, 1961 to which the Government of Italy and the Government of the United States have acceded, and to the Long Term Cotton Textile Arrangement negotiated *ad referendum* in Geneva February 1962 which becomes effective October 1, 1962, and to which both Governments intend to accede.

This note is a formal proposal from the Government of the United States to the Government of Italy regarding exports of cotton velveteen fabrics from Italy to the United States. It supersedes any prior bilateral arrangement with regard to cotton velveteen fabrics agreed to between the two Governments and is made pursuant to the above-described arrangements in international trade in cotton textiles.

The Government of the United States now proposes that

1. The Government of Italy restrain its exports to the United States in cotton velveteen fabrics during each of the calendar years 1962 through 1967 at an annual level not to exceed 1.5 million square yards.

2. The Government of the United States will consult with the Government of Italy at the latter's request each calendar year to determine if market conditions in the United States warrant imports from Italy of cotton velveteen fabrics in excess of the agreed level of 1.5 million square yards.

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[1] TIAS 4884; 12 UST 1674.

It is requested that the Government of Italy inform the Government of the United States as soon as possible of its agreement to the above understanding.

DEPARTMENT OF STATE,
Washington, July 6, 1962.

The Italian Ambassador to the Secretary of State

AMBASCIATA D'ITALIA
WASHINGTON, D.C.

The Ambassador of Italy presents his compliments to the Secretary of State and has the honor to refer to the Secretary's note of July 6th, 1962 concerning the exportation of cotton velveteen fabrics from Italy to the United States.

Pursuant to instructions from his Government, the Ambassador informs the Secretary of State that the Government of Italy agrees to the two points proposed by the Secretary of State.

The Government of Italy also wishes to confirm that it intends to accede to the Long Term Cotton Textile Arrangement.

[SEAL]

WASHINGTON, D.C.
July 6, 1962

THE DEPARTMENT OF STATE
Washington 25, D.C.

NIGER

Investment Guaranties

Agreement effected by exchange of notes
Signed at Niamey February 28 and April 26, 1962;
Entered into Force April 26, 1962.

The American Ambassador to the President of the Republic of the Niger

EMBASSY OF THE
UNITED STATES OF AMERICA
Niamey, February 28, 1962

No. 71

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to guaranties authorized by Chapter 2 Title III of The Act for International Development of 1961.[1] I also have the honor to confirm the following understandings reached as a result of these conversations:

1. The Governments of the United States of America and of the Republic of the Niger will, upon the request of either of them, consult respecting projects in the Republic of the Niger, undertaken or proposed by nationals of the United States of America with respect to which guaranties under Chapter 2 Title III of The Act for International Development of 1961 have been made or are under consideration.

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

3. With respect to guaranties extending to projects which are approved by the Government of the Republic of the Niger, the Government of the Republic of the Niger agrees:

(a) That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of the Republic of the Niger shall recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which such payment is made, and

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[1] 75 Stat. 429; 22 U.S.C. §§ 2181–2183.

the subrogation of the Government of the United States of America to any right, title, claim or cause of action existing in connection therewith;

(b) That amounts in CFA francs or credits in CFA francs acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such amounts in CFA francs or credits in CFA francs shall be freely available to the Government of the United States of America for administrative expenses;

(c) That any claim against the Government of the Republic of the Niger to which the Government of the United States of America may be subrogated as a result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government;

(d) That if the Government of the United States of America issues guaranties to cover losses by reason of war with respect to investments in the Republic of the Niger, nationals of the United States of America to whom such guaranties have been issued, shall be accorded by the Government of the Republic of the Niger treatment not less favorable than the most favorable treatment accorded, in like circumstances, to nationals of the Republic of the Niger or nationals of third countries, with reference to any reimbursement, compensation, indemnification, or any other payment, including the distribution of reparations received from enemy countries, that the Government of the Republic of the Niger may make or pay for losses incurred by reason of war; if the Government of the United States of America makes payment in U.S. dollars to any national of the United States of America under a guaranty against losses by reason of war, the Government of the Republic of the Niger shall recognize the transfer to the Government of the United States of America of any right, privilege, or interest, or any part thereof, that such nationals may be granted or become entitled to as a result of the aforementioned treatment by the Government of the Republic of the Niger;

(e) That the aforementioned subparagraph (c) with respect to the arbitration of claims shall not be applicable to guaranties against losses by reason of war provided for in subparagraph (d).

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of the Niger, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

MERCER COOK

His Excellency
HAMANI DIORI,
President of the Republic of the Niger,
Niamey.

The President of the Republic of the Niger to the American Ambassador

RÉPUBLIQUE DU NIGER

FRATERNITÉ – TRAVAIL – PROGRÈS

LE PRÉSIDENT DE LA RÉPUBLIQUE

770 NIAMEY, *le 26 Avr 1962*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre note n° 71, en date du 28 Février 1962, ainsi rédigée:

"Excellence,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu récemment entre les représentants de nos deux Gouvernements en ce qui concerne les garanties autorisées par le Chapitre 2 Titre III de la Loi de 1961 sur le Développement International. J'ai également l'honneur de confirmer les résultats auxquels ces conversations ont abouti:

I. Les Gouvernements des Etats-Unis d'Amérique et de la République du Niger se consulteront, à la requête de l'un ou l'autre d'entre eux, sur les projets que des ressortissants des Etats-Unis auraient entrepris ou envisageraient de réaliser au Niger, et à l'égard desquels les garanties prévues au Chapitre 2 Titre III de la loi de 1961 sur le Développement International ont été données ou sont à l'étude.

2. Le Gouvernement des Etats-Unis d'Amérique accepte de ne donner aucune garantie à l'égard d'un projet quelconque, à moins qu'il ne soit approuvé par le Gouvernement de la République du Niger.

3. En ce qui concerne les garanties s'étendant à des projets approuvés par le Gouvernement de la République du Niger, le Gouvernement de la République du Niger donne son agrément à ce qui suit:

a) Si le Gouvernement des Etats-Unis d'Amérique effectue un paiement en dollars des Etats-Unis à une personne quelconque au titre d'une telle garantie, le Gouvernement de la République du Niger reconnaîtra le transfert au Gouvernement des Etats-Unis d'Amérique de toutes devises, tous crédits, avoirs ou investissements en raison desquels le paiement est effectué, et la subrogation du Gouvernement des Etats-Unis d'Amérique dans tous droits, titres, réclamations, ou recours en justice y afférents;

b) Les montants en francs CFA et les crédits en francs CFA acquis par le Gouvernement des Etats-Unis d'Amérique conformément à ces garanties bénéficieront d'un traitement qui ne sera pas moins favorable que celui accordé à des fonds privés provenant de transactions de ressortissants des Etats-Unis comparables aux transactions couvertes par ces garanties. Ces montants en francs CFA et ces crédits en francs CFA seront librement accessibles au Gouvernement des Etats Unis d'Amérique à des fins de dépenses administratives;

c) Toute réclamation contre le Gouvernement de la République du Niger à laquelle le Gouvernement des Etats Unis d'Amérique peut être subrogé comme conséquence d'un paiement fait au titre d'une telle garantie sera l'objet de négociations directes entre les deux Gouvernements. Si, après un délai raisonnable, ils ne parviennent pas à régler la réclamation par un accord, elle sera renvoyée pour décision définitive et obligatoire à un arbitre unique choisi d'un commun accord. Si, dans un délai de trois mois, les Gouvernements ne parviennent pas à s'accorder sur ce choix, un arbitre sera nommé par le Président de la Cour Internationale de Justice à la requête de l'un ou l'autre Gouvernement.

d) Si le Gouvernement des Etats-Unis d'Amérique délivre des garanties pour couvrir des pertes du fait de la guerre, relatives à des investissements au Niger, les ressortissants des Etats-Unis d'Amérique auxquels ces garanties ont été accordées reçoivent du Gouvernement de la République du Niger un traitement non moins favorable que le traitement le plus favorable accordé, dans des circonstances semblables, aux ressortissants de la République du Niger, ou aux ressortissants de pays tiers, en matière de tout remboursement, compensation, indemnisation, ou de tout autre paiement, y compris la répar-

tition de réparations reçues de pays ennemis que le Gouvernement de la République du Niger peut effectuer ou payer pour des pertes subies du fait de la guerre; si le Gouvernement des Etats Unis d'Amérique effectue des paiements en dollars des Etats-Unis à un ressortissant des Etats-Unis d'Amérique au titre d'une garantie contre les pertes du fait de la guerre, le Gouvernement de la République du Niger reconnaîtra le transfert au Gouvernement des Etats-Unis d'Amérique de tout droit, privilège ou intérêt, ou d'une partie quelconque de ceux-ci, qui peut-être accordé à ces ressortissants ou auxquels ceux-ci peuvent avoir droit par suite du traitement précité de la part du Gouvernement de la République du Niger;

e) Le sous-paragraphe (c) précité, à l'égard d'arbitrage des réclamations, ne sera pas applicable aux garanties contre pertes du fait de la guerre visées dans le sous-paragraphe (d)."

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les dispositions prévues ci-dessus.

Veuillez croire, Monsieur l'Ambassadeur, à l'assurance de ma très haute considération.

D HAMANI

Diori Hamani

Monsieur L'AMBASSADEUR
DES ETATS UNIS D'AMÉRIQUE
Niamey

Translation

REPUBLIC OF NIGER

FRATERNITY – LABOR – PROGRESS

THE PRESIDENT OF THE REPUBLIC

770 NIAMEY, *April 26, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 71, dated February 28, 1962, which reads as follows:

[For the English language text of the note, see *ante*, p. 2203.]

I have the honor to confirm to you my Government's agreement to the above-mentioned provisions.

Accept, Mr. Ambassador, the assurance of my very high consideration.

D HAMANI

Diori Hamani

THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Niamey.

THAILAND

Postal Matters: Parcel Post

Agreement and detailed regulations signed at Bangkok May 31, 1962, and at Washington June 7, 1962;
Approved and ratified by the President of the United States of America June 28, 1962;
Entered into force October 1, 1962.

PARCEL POST AGREEMENT

between

THE POSTAL ADMINISTRATION OF THE

UNITED STATES OF AMERICA

and

THE POSTAL ADMINISTRATION OF THAILAND

PARCEL POST AGREEMENT

between

THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA

and

THE POSTAL ADMINISTRATION OF THAILAND

The undersigned, for and on behalf of the Postal Administrations of the United States of America and Thailand, duly authorized by their respective governments, have by mutual consent agreed to the following Articles:

Article I

Object of the Agreement

Between the United States of America (including Puerto Rico, the U.S. Virgin Islands, Guam, U.S. Samoa, and the Panama Canal Zone) on the one hand and Thailand on the other hand, there may be exchanged, by surface or by air, parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the Execution of the Agreement.

Article II

Transit Parcels

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administration.
2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.
3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

Article III

Postage and Fees

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be paid in advance.

Article IV

Preparation of Parcels

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations.

Article V

Prohibitions

1. The following articles are prohibited transmission by parcel post:

(a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Any live animal, except bees.

(d) Any article the admission of which is forbidden by the Customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.

(f) Articles of an obscene or immoral nature.

It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether

manufactured or unmanufactured); precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the Administration of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosives or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter, or a communication having the nature of a letter, may not in any case entail return of the parcel to the sender. The letter, however, is marked for collection of postage calculated at double the rate applicable to the letter service from the country of origin to the country of destination.

4. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not on that account assume any responsibility towards the Customs or police authorities, or the sender.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

Article VI

Insurance

1. Parcels may be insured up to the amount of 300 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the two contracting Postal Administrations may, by mutual consent, increase or decrease this maximum amount of insurance.

2. A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

Article VII

Responsibility. Indemnity

1. The Postal Administrations of the two countries concerned will not be responsible for the loss, abstraction, or damage of an ordinary parcel.

2. Except in the cases mentioned in the Article following, the contracting Administrations are responsible for the loss of insured parcels mailed in one of the two countries for delivery in the other and for the loss, abstraction of, or damage to their contents or a part thereof.

The sender or other rightful claimant, is entitled to compensation

corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing; provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 300 gold francs.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not returned in any case.

5. In the absence of special agreement to the contrary between the Administrations involved, which agreement may be made by correspondence, no indemnity will be paid by either Administration for the loss, rifling, or damage of transit insured parcels; that is, parcels originating in a country not participating in this Agreement and destined for one of the two participating countries, or parcels originating in one of the two participating countries and destined for a country not participating in this Agreement.

6. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the Administration of the country where the loss, rifling, or damage occurred consents to pay, or which that Administration is obliged to pay in accordance with the agreement made between the Administrations directly interested in the reforwarding or return. Either of the two Administrations signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

Article VIII

Exceptions to the Principle of Responsibility

1. The two Administrations are relieved from all responsibility:

(a) When the parcel has been delivered to the addressee or it has been returned to the sender, and the addressee or the sender, as the case may be, has accepted delivery without any reservation.

(b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure. The Administration responsible for the loss, abstraction, or damage must decide in accordance with the internal legislation of the country whether this loss, abstraction, or damage was due to circumstances constituting a case of force majeure.

(c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the Administration responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

Article IX

Termination of Responsibility

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery.

2. Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

Article X

Payment of Compensation

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VII, Section 2, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

Article XI

Period for payment of compensation

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

Article XII

Fixing of Responsibility

1. Until the contrary is proved, responsibility for an insured parcel shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation pre-

scribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs; unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

Article XIII

Repayment of Compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the Administration which has effected payment. This reimbursement must take place without delay and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor Administration must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

Article XIV

Certificate of Mailing. Receipts

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender may receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose; and each Administration may fix a reasonable fee therefor.

2. The sender of an insured parcel receives without charge at the time of posting, a receipt for his parcel.

Article XV

Return Receipts and Inquiries

1. The sender of an insured parcel may obtain an advice of delivery (return receipt) on payment of such additional charge, if any, as the Administration of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the Administration of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

3. A fee may also be charged, at the option of the Administration of origin, in connection with any complaint of any irregularity which prima facie was not due to the fault of the Postal Service.

Article XVI

Customs Charges

The parcels are subject to all Customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the Customs regulations.

Article XVII

Customs Charges to be Canceled

The Administrations agree to cancel Customs duties and other non-postal charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed because the contents are completely damaged, or redirected to a third country.

Article XVIII

Fee for Customs Clearance

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 80 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

Article XIX

Delivery to the Addressee.
Fee for Delivery at the Place of Address

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. The Administration of that country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

Article XX

Warehousing Charge

The Administration of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "General Delivery" or "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 5 gold francs.

Article XXI

Recall and Change of Address

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain for this service the charge fixed by its regulations. The requests for recall or change of address must be sent to the Central Administration at Washington in case of parcels destined for the United States, and to the Post and Telegraph Department, Bangkok, in the case of parcels destined for Thailand.

Article XXII

Missent Parcels

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of the Detailed Regulations.

Article XXIII

Redirection

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries whose Postal Administrations are parties to this

Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

Article XXIV

Nondelivery

1. The sender must state at the time of mailing, that, if the parcel cannot be delivered as addressed, it may be either (a) tendered for delivery at a second address in the country of destination, (b) treated as abandoned or (c) returned to sender. No other alternative is permissible. The request must appear on the parcel and the Customs declaration and must be in conformity with or analogous to, one of the following forms:

"If undeliverable as addressed, deliver to . . . . ."

"If undeliverable as addressed, abandon."

"If undeliverable as addressed, return to sender."

2. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination. Insured parcels shall be returned as such.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article 19, Section 5, of the Detailed Regulations.

Article XXV

Sale. Destruction

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

Article XXVI

Abandoned Parcels

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

Article XXVII

Charges

1. For each parcel exchanged between the contracting countries, the dispatching office credits to the office of destination in the parcel bills the quotas due to the latter and indicated in the Regulations of Execution.

2. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispatching office, the parcel is treated as if it had originated in that country. Otherwise, the redispatching office recovers from the other office the quota due to it, namely, as the case may be:

(a) The charges prescribed by Section 1 above.

(b) The charges for reforwarding or return.

3. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are either indicated in the Detailed Regulations or may be fixed by each Administration and advised by correspondence.

Article XXVIII

Air Parcels

The Postal Administrations of the two countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by air routes.

Article XXIX

Miscellaneous Provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention.[1]

[1] TIAS 4202; 10 UST 413.

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

Article XXX

Matters not Provided for in the Present Agreement

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of Thailand or the decisions made by one country or the other are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Detailed Regulations, the provisions of which may be modified or completed by mutual consent by way of correspondence.

3. The two Administrations may notify each other of their laws, ordinances and tariffs concerning the exchange of parcel post. They must advise each other of all modifications in rates which may be subsequently made.

Article XXXI

Entry into Force and Duration of Agreement

1. This Agreement replaces and abrogates the Parcel Post Convention which was signed at Washington on December 2, 1924 and at Bangkok on January 8, 1925. [1]

2. It shall become effective [2] on a date to be mutually settled between the Administrations of the two countries.

3. It shall remain in force until one of the two contracting Administrations has notified the other, six months in advance, of its intention to abrogate it.

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[1] 43 Stat. 1880.

[2] Oct. 1, 1962. The following statement was included in Thai Post & Telegraph Department letter no. D.P. 4/23/2505, Sept. 12, 1962, addressed to the United States Postmaster General: ". . . insured parcels, by air and by surface, should be limited to addressees in Bangkok and Dhonburi only."

Done in duplicate and signed at Bangkok, the 31st day of May, 1962, and at Washington, the 7th day of June, 1962.

[SEAL]

J EDWARD DAY
The Postmaster General of the United States of America

S. SAGUANWONGSE
The Director General of Posts and Telegraphs, Thailand

The foregoing Agreement between the United States of America and Thailand for the exchange of parcels by parcel post has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL] JOHN F KENNEDY

By the President
DEAN RUSK
Secretary of State

WASHINGTON, *June 28, 1962.*

DETAILED REGULATIONS FOR THE EXECUTION OF THE PARCEL POST AGREEMENT

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Postal Administrations of the United States of America and Thailand:

Article 1

Circulation

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.

2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting

them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

Article 2

Limits of Weight and Size

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor the following dimensions:

Greatest combined length and girth, 6 feet. Greatest length 3½ feet, except that parcels measure up to 4 feet in length, on condition that parcels over 42 and not over 44 inches in length do not exceed 24 inches in girth, parcels over 44 and not over 46 inches in length do not exceed 20 inches in girth, and parcels over 46 inches and up to 4 feet in length do not exceed 16 inches in girth.

In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted save in the case of obvious error.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

Article 3

Receptacles

1. The Postal Administrations of the two countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office, made up in bundles to be enclosed in one of the bags. The total number of bags returned shall be entered on the relative parcel bills.

3. Each Administration shall be required to make good the value of any bags which it fails to return.

Article 4

Method of Exchange of Parcels

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any sack of parcels shall not exceed 40 kilograms (88 pounds).

Article 5

Fixing of Equivalents

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

Article 6

Preparation of Parcels

Every parcel shall:

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

Article 7

Special Packing

Liquids and easily liquefiable substances must be packed in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated cardboard, or strong carton of fibreboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

2. Dry coloring powders, such as aniline blue, etc., are admitted only in resistant metal boxes which in turn are placed in boxes of wood or strong corrugated cardboard, with sawdust or any other absorbent or protective matter between the two containers. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard. These boxes should in turn, be enclosed in a linen, parchment or heavy paper cover.

Article 8

Customs Declarations

1. The sender shall prepare one Customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The Customs declaration shall give an accurate statement of the contents and value of the parcel, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

2. The two Administrations accept no responsibility for the accuracy of Customs declarations.

Article 9

Return Receipts

1. As to an insured parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A.R." or "Avis de reception", or "Return receipt requested". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

Article 10

Indication of Insured Value

Every insured parcel and the relative Customs declaration shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be both in Roman letters written in full and in Arabic figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

Article 11

Insurance Numbers, Labels, Seals

1. Each insured parcel must bear on the address side, an insurance number and must bear a label with the word "Insured" or "Valeur Declarée". The word used may be marked or stamped on the parcel. The insurance number will also be shown on the Customs declaration.

2. The wax or other seals, the labels of whatever kind, and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Neither shall the labels or postage stamps, if any, be folded over two sides of the wrapping so as to hide the edge.

Article 12

Sealing of Parcels

1. Ordinary parcels may be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.

2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

3. The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed.

Article 13

Indication of Weight of Insured Parcels

The exact weight in grams or in pounds and ounces of each insured parcel shall be entered by the Administration of origin:

(a) On the address side of the parcel.

(b) On the Customs declaration, in the place reserved for this purpose.

Article 14

Place of Posting

Each parcel and the relative Customs declaration shall bear the name of the office and the date of posting.

Article 15

Retransmission

1. The Administration retransmitting a missent parcel shall not levy Customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance; it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected to a third country shall be claimed from the Administration to which the parcel is forwarded; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the Administration of the third country to which the parcel is forwarded refuses to assume the charges because they cannot be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the Administration of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

5. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original Customs declaration. If the parcel, for any reason whatsoever, has to be repacked or if the original Customs declaration has to be replaced by a substitute declaration, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the Customs declaration.

Article 16

Return of Undeliverable Parcels

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIV, Section 1, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative Customs declaration the cause of nondelivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original Customs declaration belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" in the "Observations" column. It shall be dealt with and charged like a parcel redirected to a third country.

Article 17

Sale. Destruction

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

Article 18

Inquiries concerning Parcels

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement[1] of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

Article 19

Parcel Bills

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand and for the insured parcels on the other hand. The parcel bills are prepared in duplicate and both copies are sent enclosed in one of the bags. The bag containing the parcel bills is designated with the letter "F" conspicuously marked on the label.

[1] 365 UNTS 182.

2. Ordinary parcels sent from either country to the other shall be entered on the parcel bills to show the total weight thereof.

3. Insured parcels, sent from either country, shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight of the parcels.

4. Parcels sent "a decouvert" must be entered separately.

5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of bags comprising each dispatch must also be shown on the parcel bill.

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series. A note of the last number of the year shall be made on the first parcel bill of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through correspondence between the two Administrations.

Article 20

Verification by the Exchange Offices

1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a Bulletin of Verification. A dispatch is considered as having been found in order in all regards when no Bulletin of Verification is made.

If any error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations or for examination of requests for indemnity must be kept.

2. The dispatching exchange office to which a Bulletin of Verification is sent returns it after having examined it and entered thereon its observations, if any. That Bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redis-

patch such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Repacked at . . . . . ." and the signature of the agents who have effected such repacking.

Article 21

Credits

1. The terminal (outward and inward) credits due to Thailand for parcels addressed for delivery in its territory shall be as follows:

1.65	gold	francs	for	each	parcel	weighing	up	to	one	kilogram	
1.95	"	"	"	"	"	"	over	1	and	up to	3 kgs.
2.25	"	"	"	"	"	"	"	3	"	"	" 5 kgs.
3.75	"	"	"	"	"	"	"	5	"	"	" 10 kgs.

2. The terminal credit due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch:

For parcels addressed to the United States (including Alaska and Hawaii), Puerto Rico and the United States Virgin Islands:

1.00 gold franc per kilogram.

The terminal credit of one gold franc per kilogram will apply on parcels addressed to Alaska, Hawaii, Puerto Rico and the United States Virgin Islands, whether sent via a port in the United States or direct to destination from Thailand.

The combined terminal and transit credits due to the United States for parcels addressed for delivery in the following areas shall be:

For parcels addressed to Guam and United States Samoa,

1.20 gold francs per kilogram;

For parcels addressed to the Panama Canal Zone,

2.00 gold francs per kilogram.

3. Ten gold centimes will be allowed the country of destination for each insured parcel. For insured parcels forwarded in transit in closed dispatches, an additional 10 gold centimes per parcel will be allowed for each land or sea service provided.

4. Each Administration reserves the right to vary its terminal rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel-post relations with other countries generally.

5. Three months' advance notice must be given of any increase or reduction of the rates mentioned in this Article. Such reduction or increase shall be effective for a period of not less than one year.

Article 22

Accounting

1. At the end of each quarter the receiving Administration makes up an account on the basis of the parcel bills covering dispatches during the quarter.

2. These accounts shall be submitted to the dispatching Administration for examination and acceptance as early as possible after the end of the quarter to which the accounts relate. Accepted copies of accounts shall be returned without delay.

3. Upon acceptance of the accounts of parcels forwarded in both directions the debtor Administration shall take steps to settle the net balance without delay by remittance means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

Article 23

Entry into Force and Duration of the Detailed Regulations

The present Detailed Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate and signed at Bangkok on the 31st day of May, 1962, and at Washington, the 7th day of June 1962.

[SEAL]

J EDWARD DAY
The Postmaster General of the United States of America

S. SAGUANWONGSE
The Director General of Posts and Telegraphs, Thailand

The foregoing Regulations of Execution for the Parcel Post Agreement between the United States of America and Thailand have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

[SEAL] JOHN F KENNEDY

By the President
DEAN RUSK
Secretary of State

WASHINGTON, *June 28, 1962.*

GABON

Peace Corps Program

Agreement effected by exchange of notes
Signed at Libreville October 4, 1962;
Entered into force October 4, 1962.

The American Ambassador to the Gabonese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Libreville, October 4, 1962

No. 27

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 Gabon.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Gabon and approved by the Government of the United States to perform mutually agreed tasks in Gabon. The Volunteers will work under the immediate supervision of governmental or private organizations in Gabon 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 Gabon 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 Gabon; 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 Gabon will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Gabon, from all customs duties or other charges on their personal property introduced into Gabon 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 Gabon will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Gabon 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 Gabon 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 Gabon. The Government of Gabon will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Gabon, 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 Gabon 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 Gabon for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Gabon 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 Gabon for their own use as is accorded Volunteers hereunder.

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

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 Gabon as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

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

CHARLES F. DARLINGTON

His Excellency
M. JEAN-HILAIRE AUBAME,
Minister of Foreign Affairs,
Libreville.

The Gabonese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE GABONAISE
Union - Travail - Justice

LE MINISTRE D'ETAT
CHARGÉ DES AFFAIRES ETRANGÈRES

N. 8 LIBREVILLE, *le 4 Octobre 1962*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre lettre N° 27 du 4 Octobre 1962 par laquelle vous me soumettez un projet d'accord concernant le statut des volontaires du Corps de la Paix.

Ce document a fait l'objet d'un examen attentif au sein de mon département et n'appelle aucune observation particulière. En conséquence, j'ai l'honneur de vous faire connaitre que les dispositions qui y figurent entrainent mon agrément.

Je propose cependant, pour éliminer d'avance toute équivoque, que les règles administratives d'application des diverses exonérations prévues par cet accord soient arrêtées par entente directe entre le Directeur des Douanes de la République Gabonaise et l'Ambassadeur des Etats-Unis d'Amérique.

J'attacherais du prix à obtenir confirmation par lettre de votre approbation sur ce point précis.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance renouvelée de ma très haute considération./-

J. AUBAME

J. Aubame

Monsieur L'AMBASSADEUR
DES ETATS-UNIS D'AMERIQUE
Libreville

Translation

REPUBLIC OF GABON
Union - Labor - Justice

THE MINISTER OF STATE
FOR FOREIGN AFFAIRS

No. 8 LIBREVILLE, *October 4, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 27 dated October 4, 1962, whereby you submitted to me a draft agreement concerning the status of Peace Corps Volunteers.

This document has been carefully examined by my Ministry, and it does not require any special comments. Consequently, I have the honor to inform you that the provisions contained therein are acceptable to me.

However, to prevent any misunderstanding, I propose that the administrative regulations of application of the various exemptions provided for in that agreement be drawn up by means of direct consultation between the Commissioner of Customs of the Republic of Gabon and the Ambassador of the United States of America.

I should appreciate obtaining confirmation by note of your approval on this specific point.

Accept, Mr. Ambassador, the renewed assurance of my very high consideration.

J. AUBAME

J. Aubame

THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Libreville.

The American Ambassador to the Gabonese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA,
Libreville, October 4, 1962.

No. 28

EXCELLENCY:

I have the honor to refer to your Note #8 of October 4, 1962, in which you state that after careful examination by your Department of the text of the agreement contained in my Note #27 of October 4, 1962, concerning 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

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Gabon, no objection was raised and therefore the terms of the agreement meet with your complete approval.

You have suggested that in order to avoid misunderstanding on the application of the exonerations contained in the agreement that I or my representative meet with the Director of Douanes[1] of the Republic of Gabon.

I have the honor to inform you that your suggestion meets with my complete agreement.

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

CHARLES F. DARLINGTON

His Excellency
M. JEAN-HILAIRE AUBAME,
Minister of Foreign Affairs,
Libreville.

[1] In translation reads: "Commissioner of Customs".

TUNISIA

Agricultural Commodities

Agreement signed at Tunis September 14, 1962;
Entered into force September 14, 1962.
With exchange of notes.

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

The Government of the United States of America and the Government of Tunisia;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the Tunisian dinars accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Tunisia pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR TUNISIAN DINARS

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

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

authorizations, and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for dinars, to purchasers authorized by the Government of Tunisia, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Bread wheat	$6.2
Edible vegetable oil	4.8
Ocean transportation (estimated 50 percent)	1.6
Total	$12.6

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days of the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the dinars accruing from such sales, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 18 calendar months of the effective date of this Agreement.

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

Article II

USES OF TUNISIAN DINARS

The dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used in the following manner:

a. For United States expenditures under subsections (a), (b), (d), (f), and (h) through (s) of Section 104 of the Act or under any of such subsections, 10 percent of the dinars accruing pursuant to this Agreement.

b. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under subsection 104(e) of the Act and for administrative expenses of AID in Tunisia incident thereto, 20 percent of the Tunisian dinars accruing pursuant to this Agreement. It is understood that:

1. Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries or affiliates of such firms in Tunisia for business development and trade expansion in Tunisia, and to United States firms and Tunisian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of, and markets for, United States agricultural products.

2. Loans will be mutually agreeable to AID and the Government of Tunisia, acting through the Secretariat of State for the Plan and Finances (hereinafter referred to as the Secretariat). The Secretary of State for the Plan and Finances, or his designate, will act for the Government of Tunisia, and the Administrator of AID or his designate will act for AID.

3. Upon receipt of an application which AID is prepared to consider, it will inform the Secretariat of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

4. When AID is prepared to act favorably upon an application, it will so notify the Secretariat and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rates will be similar to those prevailing in Tunisia on comparable loans and the maturities will be consistent with the purposes of the financing.

5. Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Secretariat will indicate whether or not it has any objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Secretariat.

6. In the event the Tunisian dinars set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because loans have not been mutually agreeable to AID and the Secretariat, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

c. For a loan to the Government of Tunisia under Section 104(g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of Tunisia, seventy percent of the dinars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event of non-utilization of the dinars for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the dinars for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF TUNISIAN DINARS

1. The amount of dinars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation cost reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into dinars, as follows:

a. at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Tunisia, or

b. if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Tunisia.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Tunisia agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is approved by mutual agreement of the two Governments) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of agricultural commodities made pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. The Government of Tunisia will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and information relating to the exports of the same or like commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE at Tunis in duplicate this 14th day of Sept. 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF TUNISIA
[1]	[2]
[SEAL]	

ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT TUNISIEN EN VERTU DU TITRE I DE LA LOI SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET DE L'AIDE EN PRODUITS AGRICOLES TELLE QU'ELLE EST MODIFIEE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement Tunisien:

[1] Leo G. Cyr.

[2] Bechir Ennaji.

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs pays respectifs et avec d'autres nations amies d'une façon qui ne lèserait pas les marchés habituels des Etats-Unis d'Amérique dans ces produits, et sans apporter de changements brusques aux prix de ces produits agricoles sur le marché mondial ou gêner les pratiques commerciales d'usage établies avec les pays amis;

Considérant que l'achat des produits agricoles en provenance des Etats-Unis d'Amérique, contre paiement en dinars tunisiens aiderait à réaliser une telle expansion du commerce;

Considérant que les dinars tunisiens obtenus par cette opération seront utilisés au profit des deux pays;

Désirant préciser les conventions qui régiront les ventes, suivant les spécifications ci-dessous, des produits agricoles à la Tunisie en vertu du Titre I de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle est modifiée (ci-aprés appelée la Loi) et les dispositions que les deux Gouvernements auront à prendre individuellement et collectivement pour la promotion des échanges commerciaux de ces produits:

Ont convenu ce qui suit:

ARTICLE I

VENTE CONTRE PAIEMENT EN DINARS TUNISIENS

1. Sous réserve d'émission par le Gouvernement des Etats-Unis d'Amérique et d'acceptation par le Gouvernement Tunisien d'autorisation d'achat et à condition que les produits soient disponibles au titre de la Loi au moment de l'exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes en dinars en faveur d'acheteurs autorisés par le Gouvernement Tunisien, des produits agricoles suivants, dans les montants indiqués;

Produit	Valeur sur le Marché d'Exportation (Millions)
Blé tendre	6, 2
Huile de graines	4, 8
Transport maritime (estimation des 50 pour cent)	1, 6
Total	$12, 6

2. Les demandes d'autorisation d'achat devront être adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet Accord, sauf pour les demandes d'autorisations d'achat de tous les produits supplémentaires ou quantités de produits prévus dans tout amendement à cet Accord qui seront adressées dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comprendront les clauses relatives à la vente et

à la livraison des produits, la date et les conditions de dépôt des dinars obtenus de la vente et autres dispositions qui s'y rapportent.

3. L'achat et l'expédition des produits mentionnés ci-dessus seront faits dans un délai de 18 mois à partir de la date d'entrée en vigueur de cet Accord.

4. Il peut être mis fin au financement, à la vente et à la livraison des produits dans le cadre de cet Accord par l'un des deux Gouvernements si ce dernier considère que par suite d'un changement intervenu dans les conditions, la poursuite d'un tel financement, vente ou livraison n'est pas nécessaire ou désirable.

ARTICLE II

UTILISATION DES DINARS TUNISIENS

Les dinars revenant au Gouvernement des Etats-Unis d'Amérique sur les ventes effectuées en vertu de cet Accord seront utilisés de la manière suivante:

a. Pour les dépenses des Etats-Unis des sous-paragraphes (a), (b), (d), (f), et (h) jusqu'à (s) du chapitre 104 de la Loi ou de chacun de ces sous-paragraphes, 10 pour cent des dinars obtenus au titre de cet Accord.

b. Pour les prêts devant être accordés par l'Agence pour le Développement International de Washington (ci-aprés appelée AID), conformément à la sous-section 104(e) de la Loi et pour les dépenses administratives de l'AID en Tunisie, occasionnées par ces prêts, 20 pour cent des dinars tunisiens provenant de cet Accord. Il est entendu que:

1. Tels prêts conformes à la Section 104(e) de la Loi seront accordés aux sociétés d'affaires américaines et à leurs filiales, branches ou sociétés subsidiaires en Tunisie pour le développement des affaires et l'expansion du commerce en Tunisie, et aux sociétés américaines et aux sociétés tunisiennes, pour l'établissement de facilités destinées à aider à l'utilisation, distribution, ou autre moyen d'accroître la consommation ou le commerce des produits agricoles des Etats-Unis.

2. Les prêts seront mutuellement agrées par l'AID et le Gouvernement Tunisien, agissant par le Secrétariat d'Etat au Plan et aux Finances, (désigné ci-aprés par: le Secrétariat). Le Secrétaire d'Etat au Plan et aux Finances ou son représentant agira au nom du Gouvernement de Tunisie, et l'Administrateur de l'AID ou son représentant agira au nom de l'AID.

3. Au reçu de la demande de prêt que l'AID se préparera à envisager, elle informera le Secrétariat de l'identité du demandeur, de la nature de l'affaire proposée, du montant du prêt envisagé, et des buts généraux auxquels le produit du prêt sera employé.

4. Lorsque l'AID sera prête à agir en faveur d'une demande, elle en informera le Secrétariat et indiquera le taux d'intérêt et le calendrier

de remboursement à appliquer à ce prêt envisagé. Le taux d'intérêts sera le même que ceux ayant cours en Tunisie pour des prêts de ce genre, et la maturité dépendra des buts du financement.

5. Dans les soixante jours après réception de l'avis de l'AID indiquant qu'elle est prête à agir favorablement à l'égard d'une demande, le Secrétariat indiquera si il a, ou n'a pas, d'objection à ce prêt envisagé. Lorsque l'AID approuvera ou refusera un prêt demandé, elle en avertira le Secrétariat.

6. Au cas où les dinars tunisiens mis de coté pour les prêts conformément à la Section 104(e) de la Loi, ne seraient pas prêtés au cours des trois ans qui suivront cet Accord, parce que l'AID n'a pas approuvé les prêts ou parce que les prêts n'ont pas été mutuellement agréés par l'AID et le Secrétariat, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les dinars tunisiens à toute fin autorisée en vertu de la Section 104 de la Loi.

c. Pour un prêt au Gouvernement Tunisien conformément à la Section 104(g) de la Loi, en vue de financer des projets pouvant aider au développement économique, comme il pourra être mutuellement agréé, y compris les projets non encore inclus dans les plans du Gouvernement de Tunisie, 70 pour cent des dinars obtenus par cet Accord. Les termes et conditions du prêt et autres dispositions seront précisés dans un accord de prêt séparé. Au cas où les dinars préposés aux prêts demeuraient inutilisés au cours des trois années suivant la date de cet Accord, le Gouvernement des Etats-Unis pourrait utiliser les dinars à toute fin autorisée dans la Section 104 de la Loi.

Article III

DEPOTS DES DINARS TUNISIENS

1. Le montant des dinars à déposer au compte du Gouvernement des Etats-Unis d'Amérique sera l'équivalent de la valeur en dollars des ventes des produits et des frais de transport maritime remboursés ou financés par le Gouvernement des Etats-Unis d'Amérique (sauf pour les frais supplémentaires résultant du règlement nécessitant des navires battant pavillon américain) convertis en dinars, comme suit:

(a) au taux de change du dollar applicable aux opérations commerciales d'importation aux dates des paiements en dollars effectués par les Etats-Unis, étant bien entendu qu'un taux de change unitaire se rapportant à toutes les opérations en devises étrangères soit maintenu par le Gouvernement Tunisien, ou

(b) s'il existe plus d'un cours légal pour les opérations en devises étrangères, à un taux de change sur lequel se mettront d'accord de temps à autre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement Tunisien.

2. Dans le cas où un ou plusieurs autres Accords sur les produits agricoles venaient à être signés par les deux Gouvernements au titre de la Loi, tous remboursements de dinars qui seraient dûs ou viendraient à échéance en vertu de cet Accord au delà de deux ans à partir de la date d'entrée en vigueur de cet Accord, seraient effectués par le Gouvernement des Etats-Unis d'Amérique sur les fonds disponibles de l'Accord le plus récent sur les produits agricoles en vigueur à la date du remboursement.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement Tunisien accepte de prendre toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation des produits agricoles autre que celle devant satisfaire les besoins du pays (sauf si la revente, le transbordement ou l'utilisation sont approuvés conjointement par les deux Gouvernements), en vertu des clauses de cet Accord et pour s'assurer que l'achat des ces produits ne résulterait pas en un accroissement de ces produits ou de produits similaires dans les pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements sont d'accord pour prendre toutes précautions raisonnables pour s'assurer que les ventes ou achats de produits agricoles effectués en vertu de cet Accord ne lèseront pas les marchés habituels des Etats-Unis d'Amérique dans ces produits et n'occasionneront pas de brusques changements dans les prix de ces produits agricoles sur le marché mondial ni dans les pratiques commerciales d'usage avec les pays amis.

3. Le Gouvernement Tunisien fournira, sur demande du Gouvernement des Etats-Unis d'Amérique, les renseignements sur l'évolution du programme, en particulier en ce qui concerne l'arrivée et l'état des produits ainsi que des renseignements relatifs aux exportations de ces mêmes produits ou de produits similaires.

ARTICLE V

CONSULTATION

Les deux Gouvernements se consulteront réciproquement, sur demande de l'un d'eux, sur toute question relative à l'application de cet Accord, ou sur l'exécution des dispositions prises en vertu de cet Accord.

ARTICLE VI

ENTREE EN VIGUEUR

L'Accord entrera en vigueur dès qu'il sera signé.

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

Fait à Tunis en double exemplaire ce 14 jour de Sept. 1962

Pour le Gouvernement Tunisien	Pour le Gouvernement des Etats-Unis d'Amérique
[SEAL]	

The American Chargé d'Affaires ad interim to the Tunisian Secretary of State for Plan and Finances

TUNIS, *September 14, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and in connection therewith to confirm that it is the understanding of the Government of the United States of America that:

1. The Government of Tunisia will refrain from exporting any wheat before June 30, 1963, except up to a maximum of 75,000 metric tons of durum wheat and/or durum products in grain equivalent, and such exports will be offset within the same period by commercial imports of wheat, in an equivalent tonnage, from the United States of America and countries friendly to it.

2. The Government of Tunisia will export no more than 35,000 metric tons of olive oil to traditional destinations during the marketing season beginning November 1, 1962 and ending October 31, 1963. Exports in excess of this maximum will be permitted only on condition that they are to countries friendly to the United States of America and are offset by equal quantities of edible vegetable oils imported commercially from the United States of America during the same marketing year.

3. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for the conversion into other currencies of two percent of the dinars accruing from sales under the Agreement for purposes of Section 104(a) of the Act and of the dinar equivalent of up to $250,000 for purposes of

Section 104(h) of the Act. These currencies will be used in the case of Section 104(a) to finance agricultural market development activities in other countries and in the case of Section 104(h) to finance educational exchange activities in other countries.

4. The Government of the United States of America may utilize dinars in Tunisia to pay for international travel originating in Tunisia, or originating outside Tunisia when involving travel to or through Tunisia, including connecting travel, and for air travel within the United States or other areas outside Tunisia when it is part of a trip in which the traveler journeys from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended.

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

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

LEO G. CYR
Charge d'Affaires ad interim

His Excellency
AHMED BEN SALAH,
Secretary of State for Plan and Finances,
Tunis.

The Tunisian Chef de Cabinet, Secretariat of Plan and Finances, to the American Chargé d'Affaires ad interim

TUNIS, *le 14 Septembre 1962*

CHER MONSIEUR CYR

J'ai l'honneur d'accuser réception de votre lettre du 14 Septembre 1962 qui se refère a l'Accord sur les produits agricoles entre nos deux gouvernements signé ce jour dont les termes sont les suivants:

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles entre nos deux gouvernements signé ce jour et de confirmer les vues du Gouvernement des Etats-Unis ainsi qu'il suit:

1. Le Gouvernement Tunisien évitera d'exporter du blé avant le 30 Juin 1963, sauf jusqu'à une quantité maxima de 75.000 tonnes métriques de blé durum ou d'un équivalent en grain de dérivés de durum, et ces exportations seront compensées pendant la même période par des importations commerciales de blé, d'un tonnage équivalent, venant des Etats-Unis d'Amérique ou de pays amis des Etats-Unis d'Amérique.

2. Le Gouvernement Tunisien n'exportera pas plus de 35.000 tonnes métriques d'huile d'olive pour les destinations traditionnelles pendant la campagne commençant le 1er novembre 1962 et terminée le 31 octobre 1963. Les exportations en sus de ce maximum seront permises seulement aux conditions d'être à destination de pays amis des Etats-Unis d'Amérique et compensées par des importations commerciales de quantités égales d'huile de graines importées commercialement des Etats Unis d'Amérique pendant la même période.

3. Le Gouvernement Tunisien fournira, sur demande du Gouvernement des Etats-Unis d'Amérique, des facilités pour la conversion en d'autres devises de deux pour cent des dinars provenant des ventes dans le cadre de l'Accord pour les buts prévus au paragraphe 104(a) de la Loi et à la contre-valeur en dinars d'un montant maximum de 250.000 dollars pour les buts prévus au paragraphe 104(h) de la Loi. Ces devises seront utilisées dans le cas du paragraphe 104(a) pour financer les opérations de développement du marché agricole dans d'autres pays et dans le cas du paragraphe 104(h) pour financer des activités d'échange culturel dans d'autres pays.

4. Le Gouvernement des Etats-Unis d'Amérique est autorisé à utiliser les dinars en Tunisie pour le paiement de frais de voyage entrepris en Tunisie ou en dehors de la Tunisie quand il s'agit de voyages vers la Tunisie ou à l'intérieur de la Tunisie y compris les voyages intermédiaires, et les voyages par avion dans les Etats-Unis d'Amérique et dans d'autres pays que la Tunisie quand ces voyages font partie d'un trajet qui conduit le bénéficiaire en Tunisie, à l'intérieur de la Tunisie, ou en dehors de ce pays. Il est entendu que ces fonds serviront à couvrir uniquement le voyage des personnes s'occupant des activités prévues au titre du chapitre 104 de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle est modifiée.

Je vous serais obligé de vouloir bien me confirmer votre accord sur ce qui précède."

J'ai l'honneur de vous confirmer mon accord sur ce qui précéde.

Veuillez agréer, Monsieur le Chargé d'Affaires, les assurances renouvelées de ma très haute considération.

Monsieur Leo G. Cyr
Chargé d'Affaires ad. intérim
de l'Ambassade des Etats-Unis d'Amérique
à Tunis

Translation

TUNIS, *September 14, 1962*

DEAR MR. CYR:

I have the honor to acknowledge receipt of your note, dated September 14, 1962, concerning the Agricultural Commodities Agreement between our two Governments signed today, the terms of which are as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to confirm the views of the Government of the United States as follows:

[For the English language text of the note, see *ante*, p. 2247.]

I have the honor to confirm to you my agreement to the foregoing.

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

BECHIR ENNAJI

Mr. LEO G. CYR,
Chargé d'Affaires ad interim of the
Embassy of the
United States of America,
Tunis.

TOGO

Peace Corps Program

Agreement effected by exchange of notes
Dated at Lomé August 1 and September 5, 1962;
Entered into force September 5, 1962.

The American Ambassador to the Togolese Minister of State and Foreign Affairs

N° 20 LOME, *August 1, 1962.*

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 Togolese Republic.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Togolese Republic and approved by the Government of the United States to perform mutually agreed tasks in the Togolese Republic. The Volunteers will work under the immediate supervision of governmental or private organizations in the Togolese Republic 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 Togolese Republic 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 Togolese Republic; 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 Togolese Republic will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Togolese Republic, from all customs duties or other charges on their personal property introduced into the Togolese Republic for their own use at or about the time of their arrival, or within 180 days

after their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the 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 the Togolese Republic will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the Togolese Republic 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 the Togolese Republic will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Togolese Republic. The Government of the Togolese Republic will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Togolese Republic, 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 the Togolese Republic 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 the Togolese Republic for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Togolese Republic will accord personnel of 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 the Togolese Republic for their own use as is accorded Volunteers hereunder.

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

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 the Togolese Republic as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

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

LEON B. POULLADA

His Excellency
PAULIN J. FREITAS,
Minister of State and Foreign Affairs,
Lome, Togo.

The Togolese Minister of State and Foreign Affairs to the American Ambassador

RÉPUBLIQUE TOGOLAISE

ST/LF
N° 31/ME-AE

5 SEPT. 1962

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre en date du 1er Août 1962 ainsi conçue:

"Excellence,

J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux Gouvernements et de proposer que soient conclus les arrangements suivants relatifs aux Américains et aux Américaines qui ont offert leurs services au Corps de la Paix et qui, à la demande de votre Gouvernement, vivront et travailleront pendant un certain temps dans le territoire de la République Togolaise.

Le Gouvernement des Etats-Unis fournira des volontaires du Corps de la Paix, sur la demande qu'en fera le Gouvernement de la République Togolaise et avec l'approbation du Gouvernement des Etats-Unis, pour effectuer dans la République Togolaise des tâches sur lesquelles nos deux Gouvernements se seront mis d'accord. Les volontaires travailleront sous la surveillance directe d'organismes privés ou gouvernementaux de la République Togolaise désignés par nos deux Gouvernements. Le Gouvernement des Etats-Unis assurera la formation des volontaires afin de permettre à ces derniers d'accomplir leur tâche d'une manière plus efficace.

Le Gouvernement de la République Togolaise accordera un traitement équitable aux volontaires et à leurs biens. Elle leur assurera,

pleinement et entièrement, son aide et sa protection, y compris un traitement non moins favorable que celui généralement accordé aux citoyens américains résidant dans la République Togolaise. En outre, le Gouvernement de la République Togolaise tiendra pleinement au courant et consultera les représentants du Gouvernement des Etats-Unis sur toutes questions concernant les volontaires et coopérera dans toute la mesure du possible avec lesdits représentants. Le Gouvernement de la République Togolaise exonérera les volontaires de tous impôts sur les sommes qu'ils recevront pour subvenir à leurs besoins et sur les revenus dont la source se trouve à l'extérieur de la République Togolaise, de tous droits de douane et autres droits sur leurs biens mobiliers introduits dans la République Togolaise pour leur propre usage au moment de leur arrivée, ou peu de temps après leur arrivée, ou dans les 180 jours après leur arrivée, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services.

Le Gouvernement des Etats-Unis fournira aux volontaires les quantités limitées de matériel et fournitures que nos deux Gouvernements peuvent considérer comme devant être fournies par lui pour permettre aux volontaires de remplir leur tâche d'une manière efficace. Le Gouvernement de la République Togolaise exonérera de tous impôts, droits de douane et autres droits, tous le matériel et toutes les fournitures introduits ou acquis dans la République Togolaise par le Gouvernement des Etats-Unis ou par tout contractuel financé par lui, pour utilisations dans le cadre du présent Accord.

Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République Togolaise recevra un représentant du Corps de la Paix et les collaborateurs de ce représentant ainsi que le personnel d'organismes privés américains remplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis, qui sont acceptables au Gouvernement de la République Togolaise. Le Gouvernement de la République Togolaise exonérera ces personnes de tous impôts sur les revenus provenant de leur travail au Corps de la Paix ou dont la source se trouve à l'extérieur de la République Togolaise, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services. Le Gouvernement de la République Togolaise accordera au représentant du Corps de la Paix et à ses collaborateurs, en ce qui concerne le paiement des droits de douane et autres droits sur les biens mobiliers introduits dans la République Togolaise pour leur propre usage, le même traitement que celui qui est accordé au personnel d'un grade ou d'un rang similaire de l'Ambassade des Etats-Unis.

Le Gouvernement de la République Togolaise accordera au personnel d'organismes privés américains ayant passé un contrat avec le Gouvernement des Etats-Unis, en ce qui concerne le paiement de droits de douane et autres droits sur les biens mobiliers introduits dans la République Togolaise pour leur propre usage, le même traitement que celui qui est accordé aux volontaires dans le cadre du présent Accord.

Le Gouvernement de la République Togolaise exonérera des obligations qui régissent les investissements et les dépôts de fonds, de même que des contrôles de change, tous les fonds introduits dans la République Togolaise aux fins d'utilisation en vertu du présent Accord par le Gouvernement des Etats-Unis ou par des contractuels financés par ledit Gouvernement. Ces fonds seront convertibles en monnaie de la République Togolaise au taux le plus élevé qui ne sera pas illégal.

Des représentants appropriés de nos deux Gouvernements pourront, en ce qui concerne les volontaires du Corps de la Paix et le programme du Corps de la Paix dans la République Togolaise, conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord. Les engagements pris par chacun des deux Gouvernements dans le cadre du présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux Gouvernements applicables en la matière.

Si ces arrangements recueillent l'agrément de votre Gouvernement, j'ai l'honneur de proposer que la présente lettre et la réponse de votre Gouvernement indiquant son agrément constituent entre nos deux Gouvernements un accord qui prendra effet à la date de la réponse de votre Gouvernement et demeurera en vigueur jusqu'au quatre-vingt-dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin".

J'ai le plaisir de vous confirmer l'accord de mon Gouvernement sur l'ensemble du contenu de la lettre citée ci-dessus.

Veuillez agréer, Excellence, l'assurance renouvelée de ma très haute considération.

P F
[SEAL]

6

Translation

REPUBLIC OF TOGO

ST/LF

No. 31/ME–AE

SEPTEMBER 5, 1962

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated August 1, 1962, which reads as follows:

[For the English language text of the note, see *ante*, p. 2251.]

I take pleasure in confirming to you my Government's agreement to all the terms of the note quoted above.

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

P F
[SEAL]

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Arrangement relating to the agreement of March 8, 1954.
Effected by exchange of notes
Signed at Tokyo October 19, 1962;
Entered into force October 19, 1962.

昭和三十七年十月十九日

日本国外務大臣

大平正芳

日本国駐在アメリカ合衆国特命全権大使

エドウィン・O・ライシャウァー閣下

よつて、本大臣は、さらに、昭和三十七年四月一日から昭和三十八年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額が、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、二億五千万円（二五〇、〇〇〇、〇〇〇円）をこえないものとすることを提案する光栄を有します。

貴国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本国の昭和三十七会計年度において日本国政府が提供すべき金銭負担の額に関する両政府の間の取極を構成するものと認めることといたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

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

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2の規定は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3の規定は、日本国の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

[1] The English language translation of the Japanese note is quoted in the United States note; *post*, p. 2261.

The American Ambassador to the Japanese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Tokyo, October 19, 1962.

No. 419

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of October 19, 1962, which reads in the English translation thereof as follows:

"I have the honour to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954. [1]

"Article VII, paragraph 2 of this Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out such Agreement.

"Paragraph 3 of Annex G of the said Agreement provides that in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

"Accordingly, I have further the honour to propose that, in consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1962 to March 31, 1963, the amount of the cash contribution to be made available by the Government of Japan for such fiscal year shall not exceed two hundred fifty million yen (¥250,000,000).

"If the foregoing proposal is acceptable to your Government, this Note and Your Excellency's reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1962."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that Your Excellency's Note and this reply are considered as an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1962.

[1] TIAS 2957; 5 UST 661.

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

EDWIN O. REISCHAUER

His Excellency
MASAYOSHI OHIRA,
Minister for Foreign Affairs,
Tokyo.

TURKEY

Peace Corps Program

Agreement effected by exchange of notes
Signed at Ankara August 27, 1962;
Entered into force August 27, 1962.

The Vice President of the United States of America to the Turkish Minister of Foreign Affairs

No. 346 ANKARA, *August 27, 1962.*

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 would live and work for periods of time in the Republic of Turkey.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Turkey and approved by the Government of the United States to perform mutually agreed tasks in the Republic of Turkey. The Volunteers will work under the immediate supervision of governmental or private organizations in the Republic of Turkey designated by our two Governments. The Government of Turkey will accord equitable treatment to the Volunteers and their property, including such treatment as is accorded generally to private citizens of the United States residing in the Republic of Turkey, and will fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them.

2. As provided by the existing laws of the Republic of Turkey, (a) residence permits will be issued to Volunteers without charge, and (b) funds received by Volunteers to defray their living costs will not be subject to any taxes or other charges. As provided by the existing laws of the Republic of Turkey and subject to the provisions thereof regarding disposition of imported property within the Republic of Turkey, no customs duties or other charges will be payable with respect to used personal and household effects of Volunteers introduced into the Republic of Turkey by Volunteers for their own use within two months before or six months after their arrival, or with respect to new personal effects accompanying them.

3. 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 Republic of Turkey as appear necessary or desirable for the purpose of implementing this agreement.

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

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

LYNDON B. JOHNSON

His Excellency
FERIDUN CEMAL ERKIN,
Minister of Foreign Affairs,
Ankara.

The Turkish Minister of Foreign Affairs to the Vice President of the United States of America

TÜRKİYE CUMHURİYETİ
DIŞİŞLERİ BAKANLIĞI [1]

ANKARA, *27th August 1962*

EXCELLENCY:

I have the honour to acknowledge receipt of your Note, dated August 27, 1962, 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 would live and work for periods of time in the Republic of Turkey.

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

[1] Republic of Turkey
Ministry of Foreign Affairs

accord equitable treatment to the Volunteers and their property, including such treatment as is accorded generally to private citizens of the United States residing in the Republic of Turkey, and will fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them.

2. As provided by the existing laws of the Republic of Turkey,

a) residence permits will be issued to Volunteers without charge, and

b) funds received by Volunteers to defray their living costs will not be subject to any taxes or other charges. As provided by the existing laws of the Republic of Turkey and subject to the provisions thereof regarding disposition of imported property within the Republic of Turkey, no customs duties or other charges will be payable with respect to used personal and household effects of Volunteers introduced into the Republic of Turkey by Volunteers for their own use within two months before or six months after their arrival, or with respect to new personal effect accompanying them.

3. 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 Republic of Turkey as appear necessary or desirable for the purpose of implementing this agreement.

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

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

I have the honour to confirm to your Excellency that the Government of the Republic of Turkey gives its approval to the above-mentioned understanding.

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

FERIDUN C. ERKIN

Feridun C. Erkin

His Excellency
LYNDON B. JOHNSON,
Vice President of the United States of America.

TIAS 5193

PARAGUAY

Trade

Agreement postponing the termination of the agreement of September 12, 1946, as brought up to date.
Effected by exchange of notes
Signed at Asunción September 30 and October 1, 1962;
Entered into force October 1, 1962.

The Paraguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

D.E. Nº 750 ASUNCIÓN, *30 de setiembre de 1962.–*

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia con el objeto de referirme a mi nota D.E. Nº 197, de fecha 2 de abril del año en curso, por medio de la cual se actualizaba el Convenio Comercial firmado entre el Gobierno del Paraguay y el Gobierno de los Estados Unidos de América, el 12 de setiembre de 1946 y avisaba la intención de dar por terminado el mismo el 2 de octubre del corriente año.

Con relación al aviso de intención de terminar el Convenio Comercial de referencia mencionado en el párrafo 5 de la comunicación aludida, tengo el honor de proponer en nombre del Gobierno del Paraguay que el mismo sea modificado en el sentido de fijar que dicha terminación se haga efectiva al 31 de marzo de 1963.

Si la modificación estipulada en esta comunicación es aprobada por su Gobierno, tengo el honor de proponer que la presente nota y la contestación de Vuestra Excelencia en el sentido indicado, constituyan un acuerdo formal entre nuestros Gobiernos sobre la materia que entrará en vigencia en la fecha de la respuesta de Vuestra Excelencia.

Hago propicia la oportunidad para reiterar a Vuestra Excelencia las expresiones de mi distinguida consideración.-

RAÚL SAPENA PASTOR

[SEAL]

A Su Excelencia
Don WILLIAM P. SNOW,
Embajador Extraordinario y
Plenipotenciario de los
Estados Unidos de América.
Ciudad

Translation

MINISTRY OF FOREIGN AFFAIRS

D.E. No. 750 ASUNCIÓN, *September 30, 1962*

MR. AMBASSADOR:

I have the honor to address Your Excellency in order to refer to my note D.E. No. 197, dated April 2 of this year, [1] whereby the Trade Agreement signed by the Government of Paraguay and the Government of the United States of America on September 12, 1946 [2] was brought up to date and I gave notice of intention to terminate it on October 2 of this year.

As regards the notice of intention to terminate the Trade Agreement in reference, contained in paragraph 5 of the aforesaid communication, I have the honor to propose, on behalf of the Government of Paraguay, that the Agreement be amended to provide that such termination shall be effective on March 31, 1963.

If the amendment specified in this communication is approved by your Government, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute a formal agreement between our Governments on the matter, which shall enter into force on the date of Your Excellency's reply.

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

RAÚL SAPENA PASTOR
[SEAL]

His Excellency
WILLIAM P. SNOW,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

[1] TIAS 5000; *ante*, p. 407.
[2] TIAS 1601; 61 Stat. (pt. 3) 2688.

The American Ambassador to the Paraguayan Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Asunción, October 1, 1962.

No. 211

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of September 30, 1962, with regard to postponing the termination of the Trade Agreement signed by the Government of Paraguay and the Government of the United States on September 12, 1946, in which Your Excellency proposes, on behalf of the Government of Paraguay, that the notice of intention to terminate the aforementioned Trade Agreement given in numbered paragraph (5) of your Note No. 192 of April 2, 1962 shall be amended to provide that such termination shall be effective as of the close of March 31, 1963.

I am authorized to state that the Government of the United States accepts your proposal that the termination of the aforementioned Trade Agreement shall be effective as of the close of March 31, 1963. My Government considers, therefore, that Your Excellency's Note of September 30, 1962, together with this Note in reply, constitute an agreement between the Government of Paraguay and the Government of the United States of America to enter into force on the date of this Note in reply.

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

WILLIAM P. SNOW

His Excellency
Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Affairs of Paraguay,
Asunción.

CHILE

Agricultural Commodities: Sales Under Title IV [1]

Agreement signed at Santiago August 7, 1962;
Entered into force August 7, 1962.
With exchanges of notes
Dated at Santiago August 7 and October 3 and 4, 1962.
And amending agreement
Effected by exchange of notes
Signed at Santiago August 29 and September 10, 1962;
Entered into force September 10, 1962.

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

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

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

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Chile under long-term supply and credit arrangements, the resources and manpower of Chile can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for the domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Chile pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[2] as amended, (hereinafter referred to as the Act);

Have agreed as follows:

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[1] Also TIAS 5252; *post*, pt. 3.

[2] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Chile of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during United States fiscal year 1963, or such longer periods as may be authorized by the Government of the United States of America, the sales for United States dollars to purchasers authorized by the Government of Chile of the following:

Commodity	Approximate Maximum Quantity	Maximum Export Market Value to be Financed (in thousands)
Wheat, wheat flour and/or bulgur wheat	175,000 MT	$ 10,900
Cottonseed and/or soybean oil	6,000 MT	1,660
Corn	10,000 MT	485
Tobacco	660 MT	1,500
Cotton	25,000 bales	3,500
Seeds	485 MT	535
Ocean Transportation (estimated)		995
Total		$ 19,575

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of commodities and other relevant matters.

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

ARTICLE II

CREDIT PROVISIONS

1. The Government of Chile will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in twenty approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on December 31 following the calendar year in which such deliveries were made. Subsequent annual payments shall become due at intervals of one year thereafter. [1] Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of three-quarters of one per centum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars, and the Government of Chile will deposit, or cause to be deposited, such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of Chile will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities pur-

[1] See *post*, p. 2284.

chased pursuant to the provisions of this Agreement; to prevent the export of these or similar types of commodities during the period that these commodities are being received and utilized; and to ensure that the purchase of these commodities does not result in increased availability of these or similar types of commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for agricultural commodities.

4. The Government of Chile will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

ARTICLE V

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE in duplicate at Santiago this 7th day of August, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF CHILE:
CHARLES W. COLE	S. DEL RIO

ACUERDO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE CHILE BAJO EL TITULO IV DE LA LEY SOBRE AYUDA Y FOMENTO DEL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de los Estados Unidos de América y el Gobierno de Chile:

RECONOCIENDO la conveniencia de expandir el comercio de productos agrícolas entre sus dos países en una manera que utilizaría excedentes de productos agrícolas, incluyendo productos derivados, producidos en los Estados Unidos de América para ayudar al desarrollo económico de Chile;

RECONOCIENDO que tal expansión del comercio debiera mantenerse en tal forma que no desplace las compras al contado a los Estados Unidos de América de esos productos, o perjudique indebidamente los precios mundiales de los productos agrícolas o las normas usuales del intercambio comercial con países amigos;

RECONOCIENDO, además, que al proveer tales productos a Chile, mediante arreglos de abastecimiento y crédito a largo plazo, los recursos y el potencial humano de Chile, pueden ser utilizados más efectivamente en el desarrollo económico sin arriesgar, mientras tanto, los suministros adecuados de productos agrícolas para uso doméstico;

DESEANDO dejar establecidos los entendimientos que regirán las ventas, tal como luego se especifica, de los productos a Chile de conformidad con el Título IV de la Ley sobre Ayuda y Fomento del Comercio Agrícola y sus enmiendas (que en adelante se denominará la Ley);

Han acordado lo siguiente:

ARTICULO I

ESTIPULACIONES PARA LA VENTA DE LOS PRODUCTOS

1.– Sujetas a su emisión por el Gobierno de los Estados Unidos de América y a su aceptación por el Gobierno de Chile de autorizaciones para compras a crédito y a la disponibilidad de los productos comprendidos en la Ley a la época de la exportación, el Gobierno de los Estados Unidos de América toma a su cargo financiar durante el año fiscal de los Estados Unidos de América 1963 o aquellos períodos más largos que puedan ser autorizados por el Gobierno de los Estados Unidos de América, las ventas por dólares de los Estados Unidos a compradores autorizados por el Gobierno de Chile de lo siguiente:

Producto	Cantidad máxima aproximada	Valor máximo de mercado de exportación a financiarse (en miles)
trigo, harina de trigo y/o trigo "bulgur"	175.000 TM	US$ 10.900
aceite de semilla de algodón y/o soya	6.000 TM	US$ 1.660
maíz	10.000 TM	US$ 485
tabaco	660 TM	US$ 1.500
algodón	25.000 balas	US$ 3.500
semillas	485 TM	US$ 535
transporte marítimo (estimado)		US$ 995
TOTAL		US$ 19.575

El monto total del financiamiento proporcionado en las autorizaciones de compras a crédito no deberá exceder el valor de mercado de exportación a ser financiado que se indica arriba, con la excepción de que se otorgará financiamiento adicional para transporte marítimo si la cantidad prevista para financiar embarques que se requiera sean hechos en naves de bandera de los Estados Unidos, resulta ser insuficiente. Se da por entendido que el Gobierno de los Estados Unidos, si lo exigen bajas de precios u otros factores del mercado, limitará la cantidad de financiamiento prevista en las autorizaciones de compras a crédito de manera que las cantidades de productos financiados no excedan substancialmente las cantidades máximas aproximadas especificadas anteriormente.

2.– Las autorizaciones de compras a crédito incluirán disposiciones relativas a la venta y entrega de los productos y otras materias pertinentes.

3.– El Financiamiento, venta y entrega de los productos aquí comprendidos pueden ser terminados por cualquiera de ambos Gobiernos si ese Gobierno determina que, por variaciones de la situación, dichos financiamiento, venta y entrega son innecesarios o indeseables.

ARTICULO II

DISPOSICIONES SOBRE CREDITO

1.– El Gobierno de Chile pagará, o hará pagar, en dólares de los Estados Unidos, al Gobierno de los Estados Unidos de América, por los productos especificados en el Artículo I y el transporte marítimo respectivo (excepto el exceso de costo de transporte marítimo que resulte del requisito de utilizar naves de bandera de los Estados Unidos) la cantidad financiada por el Gobierno de los Estados Unidos de América más los intereses correspondientes.

2.– La Cantidad principal adeudada por productos entregados en cada año calendario bajo este Acuerdo, incluyendo los costos aplicables de transporte marítimo relativo a dichas entregas, será pagada en veinte cuotas anuales aproximadamente iguales. La primera cuota anual por productos entregados en cualquier año calendario será exigible el 31 de diciembre siguiente al año calendario en el cual se hicieron dichas entregas. Las cuotas anuales subsiguientes serán exigibles, en lo sucesivo, a intervalos de un año. Cualquier cuota anual podrá ser pagada con anticipación a la fecha de vencimiento correspondiente.

3.– Los intereses por el saldo insoluto de la suma principal adeudada al Gobierno de los Estados Unidos de América por los productos entregados en cada año calendario serán computados al tipo de tres cuartos por ciento anual y comenzarán a contarse desde la fecha de la última entrega de productos en dicho año calendario. El interés en cada uno de los saldos impagos será pagado anualmente no más tarde de la fecha en que se hace exigible la cuota anual de la obligación principal.

4.– Todos los pagos se harán en dólares de los Estados Unidos, y el Gobierno de Chile depositará, o hará depositar, dichos pagos en la Tesorería de los Estados Unidos de América, a menos que ambos Gobiernos convengan en otro depositario.

5.– Ambos Gobiernos establecerán separadamente procedimientos adecuados para facilitar la reconciliación de sus respectivos controles de las cantidades financiadas referentes a los productos entregados durante cada año calendario.

6.– Con el propósito de determinar la fecha de la última entrega de productos para cada año calendario, se entenderá que la entrega se ha efectuado en la fecha de embarque indicada en el conocimiento de embarque que haya sido firmado o marcado con iniciales en nombre del transportador.

Articulo III

DISPOSICIONES GENERALES

1.– El Gobierno de Chile tomará todas las medidas necesarias para impedir la reventa o reexportación a otros países o el uso para consumo distinto del interno de los productos agrícolas adquiridos en conformidad a las disposiciones de este Acuerdo; para impedir la exportación de éstos o tipos similares de productos durante el período en que estos productos están siendo recibidos y utilizados; y para asegurarse de que la adquisición de estos productos no resulte en mayor disponibilidad de éstos o de tipos similares de productos para naciones no amigas de los Estados Unidos de América.

2.– Ambos Gobiernos tomarán precauciones razonables para asegurarse de que las ventas o adquisiciones de productos hechas en conformidad a este Acuerdo no desplazarán las ventas al contado de los Estados Unidos de América de estos productos y no alterarán

indebidamente los precios mundiales de los productos agrícolas o las normas usuales del intercambio comercial de países amigos de los Estados Unidos de América.

3.– En el cumplimiento de las disposiciones de este Acuerdo, ambos Gobiernos procurarán asegurar, hasta donde sea posible, condiciones comerciales que permitan a los comerciantes particulares desenvolverse efectivamente y emplearán sus mejores esfuerzos para fomentar y extender la demanda contínua del mercado de productos agrícolas.

4.– El Gobierno de Chile proporcionará, a petición del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, incluyendo el arribo y condiciones de los productos, importaciones de productos que en virtud de este Acuerdo pueda requerirse que se adquieran en los Estados Unidos de América o en países amigos de los Estados Unidos de América, además de los productos financiados bajo este Acuerdo, y cualesquiera otras exportaciones de los mismos productos o de productos similares.

Articulo IV

CONSULTA

Ambos Gobiernos, a petición de cualquiera de ellos, realizarán consultas respecto de cualquier materia relativa a la aplicación de este Acuerdo o con la operación de los arreglos que se efectúen de conformidad con este Acuerdo.

Articulo V

ENTRADA EN VIGENCIA

El Acuerdo entrará en vigencia al ser firmado.

En fe de lo cual, los respectivos representantes, debidamente autorizados para este propósito, han firmado el presente Acuerdo.

Hecho en duplicado en Santiago, el día siete de agosto de 1962.

Charles W. Cole
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

[seal] S. del Rio
POR EL GOBIERNO DE CHILE:

[EXCHANGES OF NOTES]

No. 55 SANTIAGO, *August 7, 1962*

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 Chile signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of this Embassy and the Government of Chile:

In expressing its concurrence that the commodities delivered pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States of America in these commodities, the Government of Chile agrees that, during United States fiscal year 1963, Chile will import with its own resources from free world sources, including the United States of America, at least 125,000 metric tons of wheat, wheat flour and/or bulgur wheat, 21,000 metric tons of edible fats and oils, 78,000 bales of cotton, and 500,000 pounds of unmanufactured tobacco, of which not less than 400,000 pounds shall be from the United States of America. The quantities of the above mentioned commodities are in addition to the commodities provided for in this Agreement.

I shall appreciate receiving your confirmation of the above understanding.

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

CHARLES W. COLE

His Excellency
Dr. SOTERO DEL RIO G.,
Acting Minister of Foreign Affairs.

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Nº 10.143.– SANTIAGO, *7 de agosto de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota Nº 55 de fecha de hoy, cuyo texto es el siguiente:

"EXCELENCIA:

Tengo el honor de referirme al Acuerdo sobre Productos Agrícolas entre el Gobierno de los Estados Unidos de América y el Gobierno de Chile firmado hoy.

Deseo confirmar el entendimiento por parte de mi Gobierno del acuerdo a que se ha llegado en conversaciones que han tenido lugar entre representantes de esta Embajada y el Gobierno de Chile:

Al expresar su conformidad en que los productos entregados en virtud del Acuerdo no deberán dislocar indebidamente los precios mundiales de los productos agrícolas o las normas usuales del intercambio comercial con países amigos o desplazar las ventas al contado de los Estados Unidos de América de estos productos, el Gobierno de Chile da su conformidad a que, durante el Año Fiscal de los Estados Unidos de América 1963, Chile importará con sus propios recursos desde fuentes del mundo libre incluyendo los Estados Unidos de América por lo menos 125.000 toneladas métricas de trigo, harina de trigo y/o trigo "bulgur", 21.000 toneladas métricas de grasas y aceites comestibles, 78.000 balas de algodón y 500.000 libras de tabaco sin manufacturar, de las cuales no menos de 400.000 libras provendrán de los Estados Unidos de América. Las cantidades de los productos arriba mencionados son además de los productos para los que se hace provisión en este Acuerdo.

Agradeceré recibir su confirmación sobre el entendimiento expresado.

Acepte, Excelencia, las seguridades de mi más alta consideración."

Al respecto, tengo el honor de comunicar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la Nota transcrita, constituyendo tanto ella como la presente respuesta un acuerdo entre ambas Partes.

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

S. DEL RIO

Al Excelentísimo Señor
CHARLES W. COLE
Embajador de los Estados Unidos
de América.
Presente.-

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

No. 10.143.- SANTIAGO, *August 7, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 55 of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 2277.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the terms of the note transcribed above and that that note and this reply shall constitute an agreement between the two Parties.

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

S. DEL RIO

His Excellency
CHARLES W. COLE,
Ambassador of the
United States of America,
City.

No. 55-A

SANTIAGO, *August 7, 1962*

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 Chile signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of this Embassy and the Government of Chile:

The escudos resulting from the sale of commodities financed under the Agreement will be used by the Government of Chile for economic and social development programs consistent with the purposes and objectives of the Act of Bogota [1] and the charter of Punta del Este [2] as may be generally agreed upon by the two Governments.

I shall appreciate receiving your confirmation of the above understanding.

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

CHARLES W. COLE

His Excellency
Dr. SOTERO DEL RIO G.,
Acting Minister of Foreign Affairs.

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[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.

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

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Nº 10.143 bis.- SANTIAGO, *7 de agosto de 1962.-*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota Nº 55 – A de fecha de hoy, cuyo texto es el siguiente:

"EXCELENCIA:

Tengo el honor de referirme al Acuerdo sobre Productos Agrícolas entre el Gobierno de los Estados Unidos de América y el Gobierno de Chile firmado hoy.

Deseo confirmar el entendimiento por parte de mi Gobierno del acuerdo a que se ha llegado en conversaciones que han tenido lugar entre representantes de esta Embajada y el Gobierno de Chile:

Los escudos que resulten de la venta de los productos financiados bajo el Acuerdo serán utilizados por el Gobierno de Chile en programas de desarrollo económico y social consecuentes con los propósitos y objetivos del Acta de Bogotá y la Carta de Punta del Este según pueda acordarse en general por ambos Gobiernos.

Agradeceré recibir su confirmación sobre el entendimiento expresado.

Acepte, Excelencia, las seguridades de mi más alta consideración."

Al respecto, tengo el honor de comunicar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la Nota transcrita, constituyendo tanto ella como la presente respuesta, un acuerdo entre ambas Partes.

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

S. DEL RIO

Al Excelentísimo Señor
CHARLES W. COLE
Embajador de los Estados Unidos
de América.
Presente,-

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

No. 10.143 bis SANTIAGO, *August 7, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 55–A of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 2279.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the terms of the note transcribed above and that that note and this reply shall constitute an agreement between the two Parties.

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

S. DEL RIO

His Excellency
CHARLES W. COLE,
Ambassador of the
United States of America,
City.

No. 159

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of Chile and has the honor to refer to Note No. 10143 bis of August 7, 1962, concerning the uses of the escudos resulting from the sale of commodities financed under the Agricultural Commodities Agreement of August 7, 1962.

In conversations between officials of the Ministry of Foreign Relations and this Mission, the following understandings have been arrived at:

1. That the proceeds generated from the sale of commodities covered under this agreement will be used only for direct investment in the public sector.
2. That the proceeds will be used for public investment projects in the following sectors:
   a. Housing
   b. Schools and other social assistance projects
   c. Rural development and agricultural marketing
   d. Transportation
   e. Development of cooperative movement
   f. Small and medium industry development
3. That specific projects in these sectors would not be subject to prior approval by the Economic Mission of the United States to Chile, but that the Government of Chile agrees to furnish periodically to the Economic Mission of the United States to Chile listings of projects being undertaken by sector, providing information on name, location and amount invested in each project.

4. That the Government of Chile agrees that any proceeds from this loan agreement used for projects in the field of agricultural production or marketing will be subject to prior approval by the Economic Mission of the United States to Chile.

The Embassy of the United States of America would appreciate receiving your confirmation of the above understandings.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest and most distinguished consideration.

CHARLES W. COLE

EMBASSY OF THE UNITED STATES OF AMERICA,
Santiago, October 3, 1962.

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

13567

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Embajada de los Estados Unidos de América, y tiene el honor de acusarle recibo de su nota nº 159, de 3 de octubre en curso, el texto de la cual es el siguiente:

"La Embajada de los Estados Unidos de América saluda atentamente al Ministerio de Relaciones Exteriores de Chile, y tiene el honor de referirse a la nota nº 10143 bis, de 7 de agosto de 1962, relativa a la utilización de los escudos que resulten de la venta de los productos financiados en conformidad con el Acuerdo sobre Productos Agrícolas, de 7 de agosto de 1962.

En conversaciones entre funcionarios del Ministerio de Relaciones Exteriores y de esta Misión, se ha llegado a los siguientes entendimientos:

1.- Que los recursos obtenidos de la venta de los productos comprendidos en este Acuerdo serán utilizados solamente para inversiones directas en el sector público.

2.- Que los recursos serán utilizados en proyectos de inversión pública en los siguientes rubros:

a) Habitaciones.

b) Escuelas y otros proyectos de ayuda social.

c) Desarrollo rural y comercialización de productos agrícolas.

d) Transportes.

e) Desarrollo del movimiento de cooperativas.

f) Desarrollo de la industria pequeña y mediana.

3.- Que los proyectos específicos en estos rubros no estarán sujetos a aprobación previa de la Misión Económica de la Agencia para el Desarrollo Internacional de los Estados Unidos en Chile, pero que el Gobierno de Chile está de acuerdo, en proporcionar a la Misión Económica de los Estados Unidos en Chile una enumeración periódica, por rubros, de los proyectos que estén siendo ejecutados, facilitando una información con el nombre, ubicación y monto invertido en cada proyecto.

4.- Que el Gobierno de Chile está de acuerdo en que la utilización de cualesquiera recursos provenientes de este Convenio de Préstamo en proyectos relacionados con la producción o comercialización de artículos agrícolas, estará sujeta a la aprobación previa de la Misión Económica de los Estados Unidos en Chile.

La Embajada de los Estados Unidos de América agradecerá recibir una confirmación de los entendimientos más arriba mencionados.

La Embajada se vale de esta oportunidad para reiterar al Ministerio las seguridades de su más alta y distinguida consideración."

Al expresar su conformidad con los entendimientos mencionados en la nota transcrita, el Ministerio de Relaciones Exteriores se vale de la oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de su consideración más alta y distinguida.

SANTIAGO, *4 oct 1962*

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

No. 13567

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 159 dated October 3 last, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 2281.]

In expressing its approval of the understandings set forth in the note transcribed above, the Ministry of Foreign Affairs avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

[Initialed]

SANTIAGO, *October 4, 1962*

The American Ambassador to the Chilean Minister for Foreign Affairs

No. 109 SANTIAGO, *August 29, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of August 7, 1962 between the Government of the United States of America and the Government of Chile and to propose that Article II of that Agreement be amended to substitute for the third sentence in numbered paragraph 2 the following:

"Subsequent annual payments shall become due at intervals of one year thereafter provided that the final payment for commodities delivered in any calendar year shall become due 20 years from the date of the last delivery of commodities in such calendar year."

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's affirmative reply thereto shall constitute an agreement between our two Governments, this matter to enter into force on the date of Your Excellency's reply.

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

CHARLES W. COLE

His Excellency
CARLOS MARTINEZ SOTOMAYOR,
Minister for Foreign Affairs,
Santiago.

TIAS 5195

The Chilean Minister for Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

DEPARTAMENTO ECONOMICO
SECCIÓN AMÉRICA

Nº 12192 *Santiago, 10 set 1962*

EXCELENCIA:

Tengo el honor de acusar recibo a Vuestra Excelencia de la nota nº 109, de 29 de agosto pasado, el texto de la cual es el siguiente:

Excelencia:

Tengo el honor de referirme al Acuerdo sobre Productos Agrícolas suscrito el 7 de agosto de 1962 entre los Gobiernos de los Estados Unidos de América y de Chile, y de proponer que el Artículo II del mismo sea modificado con el objeto de reemplazar la tercera frase del inciso 2 por la siguiente:

'Las cuotas anuales subsiguientes serán exigibles, en lo sucesivo, a intervalos de un año siempre que el pago final por los productos entregados en cualquier año calendario sea exigible veinte años después de la fecha de la última entrega de mercaderías en dicho año calendario'.

Si la modificación precedente es aceptable para el Gobierno de Vuestra Excelencia, tengo el honor de proponer que esta nota y la respuesta afirmativa de Vuestra Excelencia constituyan un acuerdo entre nuestros dos Gobiernos, que entrará en vigencia en la fecha de la respuesta de Vuestra Excelencia.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración."

Al respecto, tengo el honor de comunicar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la nota transcrita, constituyendo, tanto ella como la presente respuesta, un acuerdo entre ambas Partes.

Me valgo de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

C MARTINEZ S

Al Excelentísimo
Señor CHARLES W. COLE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Presente.

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

ECONOMIC DIVISION
AMERICAS SECTION

No. 12192

Santiago, September 10, 1962

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 109 dated August 29 last, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 2284.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the terms of the note transcribed above and that that note and this reply shall constitute an agreement between the two Parties.

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

C MARTINEZ S

His Excellency
CHARLES W. COLE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

PARAGUAY

Economic, Technical and Related Assistance

Agreement signed at Asunción September 26, 1961; Entered into force September 26, 1961.

GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL AND RELATED ASSISTANCE BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PARAGUAY

WHEREAS the Government of the United States of America and the Government of Paraguay desire to join in an Alliance for Progress based upon self-help, mutual effort and common sacrifice, designed to help satisfy the wants of the people of Latin America for better homes, work, land, health and schools, and

WHEREAS the Act of Bogotá [1] recommended that there should be established an Inter-American program for social development directed to carrying out measures for improving rural living, land use, housing, community facilities, educational systems, training facilities, and public health, and for the mobilization of domestic resources, and

WHEREAS the Government of the United States of America and the Government of Paraguay agree upon the need for specific plans of action designed to foster economic progress and improvements in the welfare and level of living of all peoples of Latin America, and

WHEREAS the Government of the United States of America intends to furnish such economic, technical and related assistance to the Latin American countries participating in the Alliance for Progress as may be requested by them and approved by the Government of the United States of America in the light of the resources available to it and of the programs and self-help measures provided for in the Act of Bogotá:

NOW, THEREFORE, the Government of the United States of America and the Government of Paraguay hereby agree as follows:

ARTICLE I

To assist the Government of Paraguay in its national development and in its efforts to achieve economic and social progress through effec-

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[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.

tive use of its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance as may hereafter be requested by representatives of appropriate agencies of the Government of Paraguay and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder. Such assistance shall be made available in accordance with written arrangements agreed upon between the above-mentioned representatives.

Article II

To foster its economic and social progress, the Government of Paraguay will make the full contribution permitted by its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Paraguay concerning programs and operations hereunder. The Government of Paraguay will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operations planned or carried out and to evaluate results.

Article III

The Government of Paraguay will receive a special mission and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this special mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Paraguay for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank.

Article IV

In order to assure the maximum benefits to the people of Paraguay from the assistance to be furnished hereunder:

(a) Property or funds used or to be used in connection with this Agreement by the Government of the United States of America or any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Paraguay, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs duties, import and export taxes, taxes on pur-

chase or disposition and any other taxes or similar charges in Paraguay.

(b) All persons, except citizens or permanent residents of Paraguay who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Paraguay, and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use. Such persons and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal movable property (including automobiles) imported into Paraguay for their own use, as is accorded by the Government of Paraguay to diplomatic personnel of the American Embassy in Paraguay.

Article V

Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Paraguay at the rate providing the largest number of units of such currency per United States dollar which, at the time conversion is made, is not unlawful in Paraguay.

Article VI

1. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until 90 days after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

3. The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of Paraguay shall be subject to the applicable laws and regulations of the Government of Paraguay.

4. The two Governments or their designated representatives shall, upon request of either of them consult regarding any matter on the application, operation or amendment of this Agreement.

5. Upon its entry into force, this Agreement will supersede the General Agreement for Technical Cooperation between the United States of America and the Republic of Paraguay signed at Asunción on December 29, 1950. [1] Arrangements or agreements implementing the above-mentioned Agreement concluded prior to the entry into force of this Agreement shall, from such date of entry into force, be subject to this Agreement.

IN WITNESS WHEREOF, the respective plenipotentiaries, duly authorized for the purpose, have signed this Agreement, in duplicate and in English, in the City of Asunción, Capital of the Republic of Paraguay, this twenty-sixth day of September 1961.

For the Government of the United States of America

WILLIAM P. SNOW

[SEAL]

For the Government of Paraguay

RAÚL SAPENA PASTOR

[SEAL]

CONVENIO GENERAL DE ASISTENCIA ECONOMICA Y TECNICA ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

CONSIDERANDO QUE el Gobierno de los Estados Unidos de América y el Gobierno del Paraguay desean unirse en una Alianza para el Progreso, basada en ayuda propia, esfuerzo mutuo y sacrificio común con el propósito de ayudar a satisfacer las necesidades de los pueblos de América Latina para mejores casas, trabajo, tierra, salud y escuelas, y

CONSIDERANDO QUE el Acta de Bogotá recomendaba que debería establecerse un programa interamericano, para el desembolvimiento social, planeado para llevar a cabo medidas para mejorar la vida rural, el uso de la tierra, la vivienda, las facilidades de la comunidad, los sistemas educacionales, las facilidades de adiestramiento y la salud pública, y para movilizar los recursos nacionales, y

CONSIDERANDO QUE el Gobierno de los Estados Unidos de América y el Gobierno del Paraguay acuerdan sobre la necesidad de planes específicos de acción para fomentar el progreso económico y para mejoras en el bienestar y el nivel de vida de todos los pueblos de América Latina, y

[1] TIAS 2176; 2 UST 383. Supersedes, also, the amending agreement effected by exchange of notes of Dec. 18, 1951, and Jan. 5, 1952; TIAS 2645; 3 UST (pt. 4) 4776.

CONSIDERANDO QUE el Gobierno de los Estados Unidos de América tiene el propósito de proporcionar a los países de América Latina participantes en la Alianza para el Progreso, la asistencia económica y técnica que soliciten y que sea aprobada por el Gobierno de los Estados Unidos de América de acuerdo con los recursos disponibles para ello y de acuerdo con los programas y medidas de ayuda propia previstos en el Acta de Bogotá:

AHORA, por lo tanto, el Gobierno de los Estados Unidos de América y el Gobierno del Paraguay, por la presente, acuerdan lo siguiente:

ARTICULO I

Para asistir al Gobierno del Paraguay en su desarrollo nacional y en su esfuerzo para lograr un progreso económico y social a través del uso efectivo de sus propios recursos y otras medidas de ayuda propia, el Gobierno de los Estados Unidos de América proporcionará la asistencia económica y técnica que en adelante sea solicitada por representantes de los organismos competentes del Gobierno del Paraguay y aprobada por representantes del organismo u organismos designados por el Gobierno de los Estados Unidos de América para administar sus responsabilidades en virtud de este Convenio. Tal asistencia estará disponible de acuerdo con disposiciones escritas convenidas entre los representantes arriba mencionados.

ARTICULO II

Para fomentar su progreso social y económico, el Gobierno del Paraguay contribuirá ampliamente con lo permitido por sus recursos y por su condición económica general para su programa de desarrollo y para programas y operaciones relacionados a ellos, incluyendo los que se lleven a cabo de acuerdo con este Convenio, y dará amplias informaciones al pueblo del Paraguay respecto a los programas y operaciones desarrollados en virtud de este Convenio. El Gobierno del Paraguay tomará medidas apropiadas para asegurar el uso efectivo de la asistencia dada de acuerdo con este convenio y proporcionará todas las oportunidades y facilidades a los representantes del Gobierno de los Estados Unidos de América para observar y revisar los programas y operaciones conducidas bajo este Convenio y proporcionará cualquier información que ellos puedan necesitar para determinar la naturaleza y alcance de las operaciones planeadas o realizadas y para evaluar los resultados.

ARTICULO III

El Gobierno del Paraguay recibirá una misión especial y su personal para desempeñar las responsabilidades del Gobierno de los Estados Unidos de América conforme a este Convenio y considerará esta misión especial y su personal como parte de la misión diplomática

del Gobierno de los Estados Unidos de América en Paraguay con el propósito de proporcionarle los privilegios e inmunidades acordados a la misión diplomática y a su personal de rango equivalente.

ARTICULO IV

Para asegurar los mayores beneficios al pueblo del Paraguay de la asistencia que será impartida en virtud de este Convenio:

a) Los bienes o los fondos usados o a usar en relación a este Convenio por el Gobierno de los Estados Unidos de América o cualquier contratista financiado por ese Gobierno estarán exonerados de todos los impuestos a la propiedad o al uso así como de cualquier otro impuesto, de cualquier requisito respecto a inversión o depósito, y de cualquier control monetario en el Paraguay; y la importación, exportación, adquisición, uso o disposición de cualquiera de tales bienes o fondos en relación con este Convenio estarán exonerados de cualquier tarifa, tasas aduaneras, impuestos de importación y exportación, impuestos de compra y disposición, o cualquier otro impuesto o tasa similar en el Paraguay.

b) Todas las personas, con excepción de ciudadanos paraguayos y residentes permanentes del Paraguay que llevan a cabo trabajos relacionados con este Convenio, estarán exoneradas de impuestos a la renta y de previsión social establecidos bajo las leyes del Paraguay, y de impuestos a la venta, a la propiedad, al uso o disposición de bienes muebles personales (incluyendo automóviles) importados al Paraguay para su uso particular. Tales personas y miembros de sus familias recibirán el mismo tratamiento con respecto al pago de los impuestos aduaneros y de importación sobre bienes muebles personales (incluyendo automóviles importados al Paraguay para su uso particular) tal como los privilegios e inmunidades que el Gobierno del Paraguay acuerda al personal diplomático de la Embajada Americana en el Paraguay.

ARTICULO V

Los fondos usados con el propósito de proveer asistencia en virtud de este Convenio serán convertidos en moneda del Paraguay al cambio que provea el mayor número de unidades de tal moneda por dólar de los Estados Unidos que, en el momento de la conversión monetaria, no sea ilegal en el Paraguay.

ARTICULO VI

1. Este Convenio entrará en vigor en la fecha que sea firmado por los dos Gobiernos y permanecerá vigente hasta 90 días después de la fecha en que cualquiera de los dos Gobiernos notifique por escrito al otro de su intención de terminarlo. En tal caso, las disposiciones de este Convenio permanecerán en pleno vigor y efecto con respecto a la

asistencia proporcionada conforme a este Convenio entes de tal terminación.

2. Todo o cualquier parte del programa de asistencia previsto en virtud de este Convenio podrá, excepto en lo que de otra manera se disponga de común acuerdo conforme al Artículo I del presente Convenio, ser terminado por cualquiera de los Gobiernos, si ese Gobierno determina que por causa de un cambio en las condiciones existentes, la continuación de tal asistencia, es innecesaria o inconveniente. La terminación de tal asistencia conforme a esta disposición podrá incluir la terminación de remesas de cualesquiera productos bajo este Convenio que no hayan sido entregados aún.

3, El suministro de la asistencia bajo este Convenio estará sujeto a las leyes y reglamentos aplicables del Gobierno de los Estados Unidos de América, y el recibo de tal asistencia por el Gobierno del Paraguay estará sujeto a las leyes y reglamentos aplicables del Gobierno del Paraguay.

4. Los dos Gobiernos o sus representantes designados deberán a solicitud de cualquiera de ellos consultarse con respecto a cualquier punto sobre la aplicación, operación o enmienda de este Convenio.

5. Al entrar en vigor, este Convenio reemplazará al Convenio General de Cooperación Técnica entre los Estados Unidos de América y la República del Paraguay, firmado en Asunción el 29 de Diciembre de 1950. Los arreglos y acuerdos para llevar a efecto el susodicho Convenio, celebrados antes de la entrada en vigor del presente Convenio, deberán estar sujetos a éste desde tal fecha de entrada en vigor.

En fe de lo cual, los Plenipotenciarios debidamente autorizados por sus respectivos Gobiernos, firman el presente Convenio, en duplicado, en idioma español, en la Ciudad de Asunción, Capital de la República del Paraguay, a los veinte y seis días del mes de Setiembre del año mil novecientos sesenta y uno.–

William P. Snow

Raúl Sapena Pastor

BOLIVIA

Defense: Furnishing of Articles and Services

Agreement effected by exchange of notes
Signed at La Paz April 26, 1962;
Entered into force April 26, 1962.

The American Ambassador to the Bolivian Acting Minister of Foreign Affairs and Worship

No. 351 LA PAZ, *April 26, 1962.*

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments concerning the furnishing of defense articles and defense services to the Government of Bolivia for the purpose of contributing to its internal security capabilities and to confirm the understandings reached as a result of those conversations as follows:

1. The Government of the United States of America will make or continue to make available to the Government of the Republic of Bolivia such defense articles and defense services as the Government of the United States of America may authorize subject to the terms and conditions of the Foreign Assistance Act of 1961,[1] acts amendatory and supplementary thereto and appropriation acts thereunder. The defense articles and defense services referred to above shall be used for internal security purposes and for the defense of the Western Hemisphere in accordance with the Charter of the United Nations [2] and the Inter-American Treaty of Reciprocal Assistance. [3]

2. The Government of the Republic of Bolivia will not permit any use of defense articles and defense services furnished under this Agreement by anyone not an officer, employee or agent of the Government of the Republic of Bolivia.

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[1] 75 Stat. 424, 719; 22 U.S.C. § 2151 *note.*
[2] TS 993; 59 Stat. 1031.
[3] TIAS 1838; 62 Stat. 1681.

3. The Government of the Republic of Bolivia will not transfer, or permit any officer, employee, or agent of that country to transfer such defense articles and defense services by gift or otherwise.

4. The Government of the Republic of Bolivia will not, without the consent of the United States, use or permit the use of such defense articles and defense services for purposes other than those for which furnished.

5. The Government of the Republic of Bolivia will maintain the security of such defense articles and defense services, and will provide substantially the same degree of security protection afforded to such articles by the United States Government.

6. The Government of the Republic of Bolivia will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such defense articles and defense services.

7. The Government of the Republic of Bolivia will offer to return any articles furnished under this Agreement by the Government of the United States of America that are no longer needed for the purpose for which furnished.

I further have the honor to propose that the present note and your note in reply concurring in the proposals herein shall constitute an agreement between our two governments which shall supersede the Agreement effected by an exchange of notes signed at La Paz on February 9, 1961, [1] and which shall enter into force on the date of your note.

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

BEN S. STEPHANSKY

His Excellency
JUAN LUIS GUTIERREZ GRANIER,
The Acting Minister of Foreign Affairs and Worship,
La Paz.

[1] TIAS 4705; 12 UST 248.

The Bolivian Acting Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA. 177/64.– LA PAZ, *26 de abril de 1962.*

EXCELENCIA:

Tengo el honor de referirme a la nota No. 351 de Vuestra Excelencia, por la que se oficializan las conversaciones entre representantes de los Gobiernos de Bolivia y de los Estados Unidos tendentes al aprovisionamiento de materiales y servicios de Defensa a las Fuerzas Armadas de la Nación y que textualmente dice:

"Embajada de los Estados Unidos de América.– La Paz, Abril 26, 1962.– Nº 351.

Excelencia:– Tengo el honor de referirme a las conversaciones recientemente sostenidas entre representantes de nuestros dos Gobiernos referentes a un aprovisionamiento de artículos y servicios de defensa al Gobierno de Bolivia con el propósito de contribuír a su capacidad de seguridad interna y a confirmar el entendimiento logrado, como resultado de esas conversaciones, de la siguiente manera:

1.– El Gobierno de los Estados Unidos de América pondrá o continuará poniendo a disposición del Gobierno de la República de Bolivia tales artículos y servicios de defensa como puedan ser autorizados por el Gobierno de los Estados Unidos de América, con sujeción a los términos y condiciones de la Ley de Asistencia Extranjera de 1961, sus enmiendas y suplementos así como los presupuestos de la misma. Los artículos y servicios de defensa antes referidos serán utilizados en propósitos de seguridad interna y para la defensa del Hemisferio Occidental de acuerdo con la carta de las Naciones Unidas y el Tratado Interamericano de Asistencia Recíproca.

2.– El Gobierno de la República de Bolivia no permitirá el uso de los artículos y servicios defensivos provistos bajo este Acuerdo por ninguna persona que no sea un oficial, empleado o agente del Gobierno de la República de Bolivia.

3.– El Gobierno de la República de Bolivia no transferirá o permitirá que ningún agente, empleado o personero del país transfiera tales artículos y servicios de defensa como obsequios o de otras maneras.

4.– El Gobierno de la República de Bolivia no utilizará o permitirá el uso de tales artículos y servicios de defensa –sin la autorización de los Estados Unidos de América– en otros propósitos que aquellos para los que son provistos.

5.– El Gobierno de la República de Bolivia mantendrá la seguridad de los artículos y servicios de defensa y proveerá substancialmente el mismo grado de seguridad y protección acordado a tales artículos por el Gobierno de los Estados Unidos.

6.– El Gobierno de la República de Bolivia permitirá, cuando los Estados Unidos lo requiera, contínuas observacaciones y revistas por representantes del Gobierno de los Estados Unidos, con respecto al uso de tales artículos y servicios de defensa y proveerá la información que sea necesaria.

7.– El Gobierno de la República de Bolivia ofrecerá la devolución de cualquier artículo provisto bajo este Acuerdo por el Gobierno de los Estados Unidos de América que no sea necesitado en los propósitos que fueron dados.

Tengo el honor de proponer que la presente nota y Vuestra respuesta concurriendo en sus términos, constituyan un Acuerdo entre nuestros dos Gobiernos que suplirá el Acuerdo efectuado por intercambio de notas el 9 de febrero de 1961, en La Paz, y que entrará en vigor en la fecha de Vuestra nota.

Acepte Excelencia, las renovadas seguridades de mi más alta consideración".

En respuesta, tengo el honor de manifestar a Vuestra Excelencia que el Gobierno de la República de Bolivia está de acuerdo y acepta los términos de la nota transcrita y que ella y la presente constituyen un Acuerdo formal entre nuestros dos Gobiernos.

Acepte Excelencia, las renovadas seguridades de mi consideración más alta y distinguida.

J L. GUTIERREZ

Al Excmo. Señor
BEN S. STEPHANSKY
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América
Presente

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. DGNA. 177/64.- LA PAZ, *April 26, 1962*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 351, which makes official the conversations between representatives of the Governments of Bolivia and the United States for the purpose of furnishing defense matériel and services to the national Armed Forces and which reads as follows:

[For the English language text of the note, see *ante*, p. 2294.]

In reply, I have the honor to inform Your Excellency that the Government of the Republic of Bolivia agrees and accepts the terms of the note transcribed above and that that note and this note constitute a formal agreement between our two Governments.

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

J L. GUTIERREZ

His Excellency
BEN S. STEPHANSKY,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

BURMA

Agricultural Commodities

Agreement signed at Rangoon November 9, 1962;
Entered into force November 9, 1962.
With exchanges of notes.

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

The Government of the United States of America and the Revolutionary Government of the Union of Burma:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the Burmese kyats accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth understandings which will govern the sales of surplus agricultural commodities to Burma pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR BURMESE KYATS

Subject to the issuance by the Government of the United States of America and acceptance by the Revolutionary Government of the

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

Union of Burma of purchase authorizations, and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Revolutionary Government of the Union of Burma, for Burmese kyats, for the following agricultural commodities determined to be surplus pursuant to the Act, in the amount indicated:

Commodity	Export Market Value (millions)
Cotton, upland (domestic processing)	$ 1.50
Cotton, upland (off-shore processing)	$ 7.60
Tobacco	$ 1.15
Sub-total	$10.25
Ocean transportation (50% est.)	$ .42
Total	$10.67

Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for any additional commodities or amounts of commodities provided for in any amendment or supplement to this Agreement will be made within 90 days after the effective date of such amendment or supplement. The purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Burmese kyats accruing from such sale, and other relevant matters.

Article II

USE OF BURMESE KYATS

1. The two Governments agree that the Burmese kyats accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America in such manner and order of priority as the Government of the United States of America may determine, for the following purposes, in the amounts shown:

a. For payment of expenditures by the United States of America in Burma under subsections (a), (b), (f), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), and (r) of Section 104 of the Act or under any of such subsections, 24 percent of the kyats accruing pursuant to this Agreement.

b. For a loan to the Revolutionary Government of the Union of Burma under subsection (g) of Section 104 of the Act, 56 percent of the kyats accruing pursuant to this Agreement for financing such projects to promote economic development, in-

cluding projects not heretofore included in plans of the Revolutionary Government of the Union of Burma, as may be mutually agreed upon. The terms and conditions of the loan and other provisions will be set forth in a separate agreement. A portion of the kyats set aside under this subsection of the Act equivalent to not less than 10 percent of the total kyats accruing pursuant to this Agreement will be reserved for relending to private enterprise through established banking facilities under procedures to be agreed upon by the two Governments.

c. For a grant to the Revolutionary Government of the Union of Burma under subsection 104(e) of Section 104 of the Act, 20 percent of the kyats accruing pursuant to this Agreement for financing such projects to promote economic development as may be mutually agreed upon.

2. In the event that kyats set aside for loans to the Revolutionary Government of the Union of Burma are not advanced within 3 years from the date of this Agreement as a result of failure of the two Governments to reach agreement on the use of the kyats for loan purposes, the Government of the United States of America may use the kyats for the purpose specified in sub-paragraphs a and b of this Article.

ARTICLE III

DEPOSIT OF BURMESE KYATS

1. The amount of kyats to be deposited to the account of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States (except excess costs resulting from the requirement that United States flag vessels be used) converted into kyats, as follows:

a. At the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Revolutionary Government of the Union of Burma, or

b. if more than one legal rate for foreign exchange transactions exists, the rate of exchange shall be mutually agreed upon from time to time between the Government of the United States of America and the Revolutionary Government of the Union of Burma.

2. In the event that a subsequent agricultural commodities agreement or agreements should be signed by the two Governments under this Act, any refund of kyats which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States

of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Revolutionary Government of the Union of Burma agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or the use for other than domestic purposes (except where such resale, transhipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export to other countries.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to the Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement appropriate steps shall be taken to assure that private trade channels in the United States are used to the maximum extent practicable. The two Governments will also use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Revolutionary Government of the Union of Burma agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Rangoon this ninth day of November, 1962.

JOHN SCOTT EVERTON FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA [SEAL]	THI HAN FOR THE REVOLUTIONARY GOVERNMENT OF THE UNION OF BURMA [SEAL]

[EXCHANGES OF NOTES]

No. 770 RANGOON, *November 9, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Revolutionary Government of the Union of Burma, and state that the understanding of the Government of the United States of America is, with respect to Paragraph 1(a) of Article II, as follows:

The Revolutionary Government of the Union of Burma will provide facilities for the conversion of two percent of the kyats under the subject Agreement for agricultural market development purposes into currencies other than United States dollars on request of the Government of the United States of America. This facility is needed for the purpose of securing funds to finance agricultural market development activities of the Government of the United States in other countries.

The Government of the United States of America may utilize kyats in Burma to pay for goods and services, including international transportation, needed in connection with market development and other agricultural projects and activities in Burma and other countries.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Revolutionary Government of the Union of Burma.

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

JOHN SCOTT EVERTON

The Honorable,
U THI HAN,
Minister for Foreign Affairs,
Rangoon.

FOREIGN OFFICE

NO.USAE 696 /NYA 9TH NOVEMBER 1962.

EXCELLENCY,

I have the honour to acknowledge the receipt of your note of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Revolutionary Government of the Union of Burma, and state that the understanding of the Government of the United States of America is, with respect to Paragraph 1(a) of Article II, as follows:

The Revolutionary Government of the Union of Burma will provide facilities for the conversion of two percent of the kyats under the subject Agreement for agricultural market development purposes into currencies other than United States dollars on request of the Government of the United States of America. This facility is needed for the purpose of securing funds to finance agricultural market development activities of the Government of the United States in other countries.

The Government of the United States of America may utilize kyats in Burma to pay for goods and services, including international transportation, needed in connection with market development and other agricultural projects and activities in Burma and other countries.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Revolutionary Government of the Union of Burma."

I have the honour to confirm the above understanding.

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

THI HAN
(Thi Han)
Minister for Foreign Affairs.

His Excellency Mr. JOHN S. EVERTON,
Ambassador Extraordinary and Plenipotentiary of the United States of America.

No. 774 RANGOON, *November 9, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Revolutionary Government of the Union of Burma signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to subparagraph 1(c) of Article II of the Agreement concerning the grant of funds under subsection 104(e) of the Act, as amended. It is understood that no funds will be granted pursuant to subparagraph 1(c) until all funds available for loan or grant to the Revolutionary Government of the Union of Burma under subsections 104(g) and 104(e) of the Act, which have accrued pursuant to previous Agricultural Commodities Agreements between our two Governments, have been obligated, and mutually acceptable arrangements have been made for their effective expenditure.

I shall appreciate receiving your confirmation of the above understanding.

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

JOHN SCOTT EVERTON

The Honorable,
U THI HAN,
Minister for Foreign Affairs,
Rangoon.

FOREIGN OFFICE

NO. USAE 697 /NYA 9TH NOVEMBER 1962.

EXCELLENCY,

I have the honour to acknowledge the receipt of your note of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Revolutionary Government of the Union of Burma signed today.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to subparagraph 1(c) of Article II of the Agreement concerning the grant of funds under subsection 104(e) of the Act, as amended. It is understood that no funds will be granted pursuant to subparagraph 1(c) until all funds available for loan or grant to the Revolutionary Government of the Union of Burma under subsections 104(g) and 104(e)

of the Act, which have accrued pursuant to previous Agricultural Commodities Agreements between our two Governments, have been obligated, and mutually acceptable arrangements have been made for their effective expenditure.

I shall appreciate receiving your confirmation of the above understanding."

I have the honour to confirm the above understanding.

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

THI HAN
(Thi Han)
Minister for Foreign Affairs.

His Excellency Mr. JOHN S. EVERTON,
Ambassador Extraordinary and
Plenipotentiary of the
United States of America.

CHILE

Peace Corps Program

Agreement effected by exchange of notes
Signed at Santiago October 3 and 4, 1962;
Entered into force October 4, 1962.

The American Ambassador to the Chilean Acting Minister of Foreign Relations

No. 160 SANTIAGO, *October 3, 1962.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the establishment of arrangements under which men and women of the United States of America who volunteer to serve in the Peace Corps may reside in the Republic of Chile for such time as may be necessary in order for them to engage in work beneficial to the Republic of Chile as Peace Corps Volunteers. Pursuant to those conversations, in which it was indicated that the Government of the Republic of Chile would welcome such Volunteers, I have the honor to propose the following understanding with respect to Peace Corps Volunteers and Peace Corps programs:

1. The Government of the United States agrees to furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Chile and approved by the Government of the United States to perform mutually agreed tasks in the Republic of Chile. The Government of the Republic of Chile agrees for its part to accord equitable treatment to the Volunteers and their property and to afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in the Republic of Chile. Both parties agree fully to inform, consult and cooperate with the representatives of the other Government with respect to all pertinent matters concerning the Volunteers. The Government of the Republic of Chile agrees to receive a representative of the Peace Corps and such staff members and other personnel as are acceptable to the Government of the Republic of Chile who will perform functions for the Government of the United States hereunder.

2. Appropriate representatives of the Government of the United States and the Government of the Republic of Chile may make from time to time such mutually acceptable arrangements with respect to the Peace Corps Volunteers and Peace Corps programs in the Republic of Chile as appear necessary or desirable for the purpose of implementing this Agreement.

3. These proposed understandings, if acceptable to the Government of the Republic of Chile, shall constitute an Agreement made persuant to the Basic Agreement for Technical Cooperation between the Governments of the Republic of Chile and the Government of the United States dated January 16, 1951, [1] as heretofore [2] or hereafter amended, or any agreements which may hereafter supersede the Basic Agreement for Technical Cooperation, and the provisions of these Agreements shall apply, except as noted below, to all persons performing functions hereunder and all funds, equipment and materials used in carrying out this Agreement by or on behalf of the Government of the United States. For their initial establishment in the country, the Volunteers, Volunteer Leaders and employees who do not perform supervisory functions in the Peace Corps, may introduce at the time of their arrival in the country or within a reasonable period thereafter their personal effects with the exemptions from duties established by Article IV of the Basic Agreement for Technical Cooperation referred to above or any agreement which supersedes it.

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

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

CHARLES W. COLE

His Excellency
SÓTERO DEL RÍO GUNDIÁN,
Acting Minister of Foreign Relations,
Santiago.

[1] TIAS 2403; 3 UST 390.
[2] TIAS 2627, 2704; 3 UST (pt. 4) 4697, 5136.

The Chilean Acting Minister of Foreign Relations to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

nº 13568 SANTIAGO, *4 oct 1962*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su nota nº 160, de fecha 3 de octubre en curso, que dice textualmente como sigue:

"Excelencia:

Tengo el agrado de referirme a las conversaciones sostenidas recientemente entre representantes de nuestros dos Gobiernos sobre la adopción de determinadas medidas para que los hombres y mujeres de los Estados Unidos de América, que sirven voluntariamente en el Cuerpo de Paz, puedan permanecer en la República de Chile durante todo el tiempo que sea necesario para realizar labores en provecho de la República de Chile como voluntarios del Cuerpo de Paz. De acuerdo con estas conversaciones, en las que se hizo presente que el Gobierno de la República de Chile vería con agrado la venida de estos voluntarios, tengo el honor de proponer los siguientes acuerdos con respecto a los Voluntarios del Cuerpo de Paz y a los programas de dicho Cuerpo.

1. – El Gobierno de los Estados Unidos conviene en enviar los Voluntarios del Cuerpo de Paz que pueda solicitar el Gobierno de Chile y que sean aprobados por el Gobierno de los Estados Unidos, con el objeto de que realicen labores mutuamente acordadas dentro de la República de Chile. El Gobierno de la República de Chile conviene por su parte en otorgar un tratamiento equitativo a los voluntarios y sus efectos, y en proporcionarles amplia ayuda y protección, incluso un tratamiento no menos favorable que el acordado en general a los nacionales de los Estados Unidos que residen en la República de Chile. Ambos Gobiernos convienen en informar, consultar y colaborar ampliamente con el representante del otro Gobierno en todos los asuntos referentes a los voluntarios. El Gobierno de la República de Chile conviene en recibir a un representante del Cuerpo de Paz y a aquellos dirigentes y otros empleados que sean aceptables al Gobierno de la República de Chile, los que llevarán a cabo las funciones que, según este instrumento, corresponden al Gobierno de los Estados Unidos.

2. – Los representantes competentes de los Gobiernos de los Estados Unidos y de la República de Chile podrán hacer, periódicamente, arreglos mutuamente aceptables respecto a los voluntarios y programas del Cuerpo de Paz en la República de Chile que se estimen necesarios o convenientes para dar cumplimiento a este convenio.

3. – Los acuerdos propuestos, de ser aceptados por el Gobierno de la República de Chile, constituirán un convenio celebrado con arreglo

a las disposiciones del Convenio Básico de Cooperación Técnica entre los Gobiernos de la República de Chile y de los Estados Unidos, fechado el 16 de enero de 1951, con sus enmiendas actuales o futuras, o cualesquiera otros convenios que en el futuro reemplacen al Convenio Básico de Cooperación Técnica, y las disposiciones de estos convenios se aplicarán, con las excepciones que más abajo se anotan, a todas las personas que desempeñen funciones bajo este acuerdo, y a todos los fondos, equipo y materiales empleados en el cumplimiento del presente acuerdo por o en representación del Gobierno de los Estados Unidos.

Para su establecimiento inicial en el país, los voluntarios, dirigentes voluntarios y empleados que no desempeñen funciones directivas en el Cuerpo de Paz, podrán internar, al tiempo de su llegada al país o dentro de un período razonable posterior, sus efectos personales con las franquicias que establece el Artículo IV del Convenio Básico de Cooperación Técnica antes señalado o cualquier Convenio que lo reemplace.

Tengo asimismo el honor de proponer que, si estos entendimientos son aceptables para vuestro Gobierno, la presente nota y la respuesta afirmativa de vuestro Gobierno constituyan un Acuerdo entre nuestros dos Gobiernos, el que entrará en vigencia en la fecha de la nota del Gobierno de Vuestra Excelencia y que regirá hasta 90 días después de la fecha en que cualquiera de los Gobiernos notifique al otro, por escrito, de su intención de ponerle término.

Sírvase, Excelencia, aceptar las seguridades de mi más alta consideración. (Fdo.) Charles W. Cole".

Al respecto, me es particularmente grato manifestar a Vuestra Excelencia la conformidad de mi Gobierno con los términos transcritos, que, en consecuencia, constituyen un acuerdo entre nuestros Gobiernos sobre la materia.

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

S. DEL RIO.

Al Excelentísimo Señor
CHARLES W. COLE
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Presente.

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN RELATIONS

No. 13568 SANTIAGO, *October 4, 1962*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 160 dated October 3 of this year, which reads as follows:

[For the English language text of the note, see *ante*, p. 2307.]

In this connection, I am particularly happy to inform your Excellency that my Government agrees to the terms transcribed above, which, consequently, constitute an agreement between our Governments on the matter.

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

S. DEL RIO

His Excellency
CHARLES W. COLE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

MULTILATERAL

Law of the Sea: Convention on the High Seas

Done at Geneva April 29, 1958;
Ratification advised by the Senate of the United States of America May 26, 1960;
Ratified by the President of the United States of America March 24, 1961;
Ratification of the United States of America deposited with the Secretary-General of the United Nations April 12, 1961;
Proclaimed by the President of the United States of America November 9, 1962;
Entered into force September 30, 1962.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention on the High Seas, adopted by the United Nations Conference on the Law of the Sea, Geneva, February 24 to April 27, 1958, was opened for signature from April 29 to October 31, 1958, and during that period was signed in behalf of the United States of America and forty-eight other States;

WHEREAS a certified copy of the text of the said Convention, in the Chinese, English, French, Russian, and Spanish languages, is word for word as follows:

UNITED NATIONS CONFERENCE ON THE LAW OF THE SEA

CONVENTION
ON THE HIGH SEAS

UNITED NATIONS

1958

TIAS 5200

Annex II [1]

CONVENTION ON THE HIGH SEAS

The States Parties to this Convention,

Desiring to codify the rules of international law relating to the high seas,

Recognizing that the United Nations Conference on the Law of the Sea, held at Geneva from 24 February to 27 April 1958, adopted the following provisions as generally declaratory of established principles of international law,

Have agreed as follows:

Article 1

The term "high seas" means all parts of the sea that are not included in the territorial sea or in the internal waters of a State.

Article 2

The high seas being open to all nations, no State may validly purport to subject any part of them to its sovereignty. Freedom of the high seas is exercised under the conditions laid down by these articles and by the other rules of international law. It comprises, *inter alia*, both for coastal and non-coastal States:

(1) Freedom of navigation;
(2) Freedom of fishing;
(3) Freedom to lay submarine cables and pipelines;
(4) Freedom to fly over the high seas.

These freedoms, and others which are recognized by the general principles of international law, shall be exercised by all States with reasonable regard to the interests of other States in their exercise of the freedom of the high seas.

Article 3

1. In order to enjoy the freedom of the seas on equal terms with coastal States, States having no sea-coast should have free access to the sea. To this end States situated between the sea and a State having no sea-coast shall by common agreement with the latter and in conformity with existing international convention accord:

(*a*) To the State having no sea-coast, on a basis of reciprocity, free transit through their territory; and

(*b*) To ships flying the flag of that State treatment equal to that accorded to their own ships, or to the ships of any other States, as regards access to seaports and the use of such ports.

[1] The text of the convention printed herein constituted Annex II to the Final Act of the United Nations Conference on the Law of the Sea, which was certified by the Legal Counsel, for the Secretary-General of the United Nations. [Footnote added by the Department of State.]

2. States situated between the sea and a State having no sea-coast shall settle, by mutual agreement with the latter, and taking into account the rights of the coastal State or State of transit and the special conditions of the State having no sea-coast, all matters relating to freedom of transit and equal treatment in ports, in case such States are not already parties to existing international conventions.

Article 4

Every State, whether coastal or not, has the right to sail ships under its flag on the high seas.

Article 5

1. Each State shall fix the conditions for the grant of its nationality to ships, for the registration of ships in its territory, and for the right to fly its flag. Ships have the nationality of the State whose flag they are entitled to fly. There must exist a genuine link between the State and the ship; in particular, the State must effectively exercise its jurisdiction and control in administrative, technical and social matters over ships flying its flag.

2. Each State shall issue to ships to which it has granted the right to fly its flag documents to that effect.

Article 6

1. Ships shall sail under the flag of one State only and, save in exceptional cases expressly provided for in international treaties or in these articles, shall be subject to its exclusive jurisdiction on the high seas. A ship may not change its flag during a voyage or while in a port of call, save in the case of a real transfer of ownership or change of registry.

2. A ship which sails under the flags of two or more States, using them according to convenience, may not claim any of the nationalities in question with respect to any other State, and may be assimilated to a ship without nationality.

Article 7

The provisions of the preceding articles do not prejudice the question of ships employed on the official service of an inter-governmental organization flying the flag of the organization.

Article 8

1. Warships on the high seas have complete immunity from the jurisdiction of any State other than the flag State.

2. For the purposes of these articles, the term "warship" means a ship belonging to the naval forces of a State and bearing the external marks distinguishing warships of its nationality, under the command of an officer duly commissioned by the government and whose name appears in the Navy List, and manned by a crew who are under regular naval discipline.

Article 9

Ships owned or operated by a State and used only on government non-commercial service shall, on the high seas, have complete immunity from the jurisdiction of any State other than the flag State.

Article 10

1. Every State shall take such measures for ships under its flag as are necessary to ensure safety at sea with regard *inter alia* to:

(*a*) The use of signals, the maintenance of communications and the prevention of collisions;

(*b*) The manning of ships and labour conditions for crews taking into account the applicable international labour instruments;

(*c*) The construction, equipment and seaworthiness of ships.

2. In taking such measures each State is required to conform to generally accepted international standards and to take any steps which may be necessary to ensure their observance.

Article 11

1. In the event of a collision or of any other incident of navigation concerning a ship on the high seas, involving the penal or disciplinary responsibility of the master or of any other person in the service of the ship, no penal or disciplinary proceedings may be instituted against such persons except before the judicial or administrative authorities either of the flag State or of the State of which such person is a national.

2. In disciplinary matters, the State which has issued a master's certificate or a certificate of competence or licence shall alone be competent, after due legal process, to pronounce the withdrawal of such certificates, even if the holder is not a national of the State which issued them.

3. No arrest or detention of the ship, even as a measure of investigation, shall be ordered by any authorities other than those of the flag State.

Article 12

1. Every State shall require the master of a ship sailing under its flag, in so far as he can do so without serious danger to the ship, the crew or the passengers,

(*a*) To render assistance to any person found at sea in danger of being lost;

(*b*) To proceed with all possible speed to the rescue of persons in distress if informed of their need of assistance, in so far as such action may reasonably be expected of him;

(*c*) After a collision, to render assistance to the other ship, her crew and her passengers and, where possible, to inform the other ship of the name of his own ship, her port of registry and the nearest port at which she will call.

2. Every coastal State shall promote the establishment and maintenance of an adequate and effective search and rescue service regarding safety on and over the sea and—where circumstances so require—by way of mutual regional arrangements co-operate with neighbouring States for this purpose.

Article 13

Every State shall adopt effective measures to prevent and punish the transport of slaves in ships authorized to fly its flag, and to prevent the unlawful use of its flag for that purpose. Any slave taking refuge on board any ship,

whatever its flag, shall *ipso facto* be free.

Article 14

All States shall co-operate to the fullest possible extent in the repression of piracy on the high seas or in any other place outside the jurisdiction of any State.

Article 15

Piracy consists of any of the following acts:

(1) Any illegal acts of violence, detention or any act of depredation, committed for private ends by the crew or the passengers of a private ship or a private aircraft, and directed:

(*a*) On the high seas, against another ship or aircraft, or against persons or property on board such ship or aircraft;

(*b*) Against a ship, aircraft, persons or property in a place outside the jurisdiction of any State;

(2) Any act of voluntary participation in the operation of a ship or of an aircraft with knowledge of facts making it a pirate ship or aircraft;

(3) Any act of inciting or of intentionally facilitating an act described in sub-paragraph 1 or sub-paragraph 2 of this article.

Article 16

The acts of piracy, as defined in article 15, committed by a warship, government ship or government aircraft whose crew has mutinied and taken control of the ship or aircraft are assimilated to acts committed by a private ship.

Article 17

A ship or aircraft is considered a pirate ship or aircraft if it is intended by the persons in dominant control to be used for the purpose of committing one of the acts referred to in article 15. The same applies if the ship or aircraft has been used to commit any such act, so long as it remains under the control of the persons guilty of that act.

Article 18

A ship or aircraft may retain its nationality although it has become a pirate ship or aircraft. The retention or loss of nationality is determined by the law of the State from which such nationality was derived.

Article 19

On the high seas, or in any other place outside the jurisdiction of any State, every State may seize a pirate ship or aircraft, or a ship taken by piracy and under the control of pirates, and arrest the persons and seize the property on board. The courts of the State which carried out the seizure may decide upon the penalties to be imposed, and may also determine the action to be taken with regard to the ships, aircraft or property, subject to the rights of third parties acting in good faith.

Article 20

Where the seizure of a ship or aircraft on suspicion of piracy has been effected without adequate grounds, the State making the seizure shall be liable to the State

the nationality of which is possessed by the ship or aircraft, for any loss or damage caused by the seizure.

Article 21

A seizure on account of piracy may only be carried out by warships or military aircraft, or other ships or aircraft on government service authorized to that effect.

Article 22

1. Except where acts of interference derive from powers conferred by treaty, a warship which encounters a foreign merchant ship on the high seas is not justified in boarding her unless there is reasonable ground for suspecting:

(*a*) That the ship is engaged in piracy; or

(*b*) That the ship is engaged in the slave trade; or

(*c*) That, though flying a foreign flag or refusing to show its flag, the ship is, in reality, of the same nationality as the warship.

2. In the cases provided for in sub-paragraphs (*a*), (*b*) and (*c*) above, the warship may proceed to verify the ship's right to fly its flag. To this end, it may send a boat under the command of an officer to the suspected ship. If suspicion remains after the documents have been checked, it may proceed to a further examination on board the ship, which must be carried out with all possible consideration.

3. If the suspicions prove to be unfounded, and provided that the ship boarded has not committed any act justifying them, it shall be compensated for any loss or damage that may have been sustained.

Article 23

1. The hot pursuit of a foreign ship may be undertaken when the competent authorities of the coastal State have good reason to believe that the ship has violated the laws and regulations of that State. Such pursuit must be commenced when the foreign ship or one of its boats is within the internal waters or the territorial sea or the contiguous zone of the pursuing State, and may only be continued outside the territorial sea or the contiguous zone if the pursuit has not been interrupted. It is not necessary that, at the time when the foreign ship within the territorial sea or the contiguous zone receives the order to stop, the ship giving the order should likewise be within the territorial sea or the contiguous zone. If the foreign ship is within a contiguous zone, as defined in article 24 of the Convention on the Territorial Sea and the Contiguous Zone, the pursuit may only be undertaken if there has been a violation of the rights for the protection of which the zone was established.

2. The right of hot pursuit ceases as soon as the ship pursued enters the territorial sea of its own country or of a third State.

3. Hot pursuit is not deemed to have begun unless the pursuing ship has satisfied itself by such practicable means as may be available that the ship pursued or one of its boats or other craft working as a team and using the ship pursued as a mother ship are within the limits of the territorial sea, or

as the case may be within the contiguous zone. The pursuit may only be commenced after a visual or auditory signal to stop has been given at a distance which enables it to be seen or heard by the foreign ship.

4. The right of hot pursuit may be exercised only by warships or military aircraft, or other ships or aircraft on government service specially authorized to that effect.

5. Where hot pursuit is effected by an aircraft:

(*a*) The provisions of paragraph 1 to 3 of this article shall apply *mutatis mutandis;*

(*b*) The aircraft giving the order to stop must itself actively pursue the ship until a ship or aircraft of the coastal State, summoned by the aircraft, arrives to take over the pursuit, unless the aircraft is itself able to arrest the ship. It does not suffice to justify an arrest on the high seas that the ship was merely sighted by the aircraft as an offender or suspected offender, if it was not both ordered to stop and pursued by the aircraft itself or other aircraft or ships which continue the pursuit without interruption.

6. The release of a ship arrested within the jurisdiction of a State and escorted to a port of that State for the purposes of an enquiry before the competent authorities may not be claimed solely on the ground that the ship, in the course of its voyage, was escorted across a portion of the high seas, if the circumstances rendered this necessary.

7. Where a ship has been stopped or arrested on the high seas in circumstances which do not justify the exercise of the right of hot pursuit, it shall be compensated for any loss or damage that may have been thereby sustained.

Article 24

Every State shall draw up regulations to prevent pollution of the seas by the discharge of oil from ships or pipelines or resulting from the exploitation and exploration of the seabed and its subsoil, taking account of existing treaty provisions on the subject.

Article 25

1. Every State shall take measures to prevent pollution of the seas from the dumping of radioactive waste, taking into account any standards and regulations which may be formulated by the competent international organizations.

2. All States shall co-operate with the competent international organizations in taking measures for the prevention of pollution of the seas or air space above, resulting from any activities with radio-active materials or other harmful agents.

Article 26

1. All States shall be entitled to lay submarine cables and pipelines on the bed of the high seas.

2. Subject to its right to take reasonable measures for the exploration of the continental shelf and the exploitation of its natural resources, the coastal State may not impede the laying or maintenance of such cables or pipelines.

3. When laying such cables or pipelines the State in question shall pay due regard to cables or

pipelines already in position on the seabed. In particular, possibilities of repairing existing cables or pipelines shall not be prejudiced.

Article 27

Every State shall take the necessary legislative measures to provide that the breaking or injury by a ship flying its flag or by a person subject to its jurisdiction of a submarine cable beneath the high seas done wilfully or through culpable negligence, in such a manner as to be liable to interrupt or obstruct telegraphic or telephonic communications, and similarly the breaking or injury of a submarine pipeline or high-voltage power cable shall be a punishable offence. This provision shall not apply to any break or injury caused by persons who acted merely with the legitimate object of saving their lives or their ships, after having taken all necessary precautions to avoid such break or injury.

Article 28

Every State shall take the necessary legislative measures to provide that, if persons subject to its jurisdiction who are the owners of a cable or pipeline beneath the high seas, in laying or repairing that cable or pipeline, cause a break in or injury to another cable or pipeline, they shall bear the cost of the repairs.

Article 29

Every State shall take the necessary legislative measures to ensure that the owners of ships who can prove that they have sacrificed an anchor, a net or any other fishing gear, in order to avoid injuring a submarine cable or pipeline, shall be indemnified by the owner of the cable or pipeline, provided that the owner of the ship has taken all reasonable precautionary measures beforehand.

Article 30

The provisions of this Convention shall not affect conventions or other international agreements already in force, as between States Parties to them.

Article 31

This Convention shall, until 31 October 1958, be open for signature by all States Members of the United Nations or of any of the specialized agencies, and by any other State invited by the General Assembly of the United Nations to become a Party to the Convention.

Article 32

This Convention is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

Article 33

This Convention shall be open for accession by any States belonging to any of the categories mentioned in article 31. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article 34

1. This Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of rati-

fication or accession with the Secretary-General of the United Nations.

2. For each State ratifying or acceding to the Convention after the deposit of the twenty-second instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.

Article 35

1. After the expiration of a period of five years from the date on which this Convention shall enter into force, a request for the revision of this Convention may be made at any time by any Contracting Party by means of a notification in writing addressed to the Secretary-General of the United Nations.

2. The General Assembly of the United Nations shall decide upon the steps, if any, to be taken in respect of such request.

Article 36

The Secretary-General of the United Nations shall inform all States Members of the United Nations and the other States referred to in article 31:

(*a*) Of signatures to this Convention and of the deposit of instruments of ratification or accession, in accordance with articles 31, 32 and 33;

(*b*) Of the date on which this Convention will come into force, in accordance with article 34;

(*c*) Of requests for revision in accordance with article 35.

Article 37

The original of this Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States referred to in article 31.

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

DONE at Geneva, this twenty-ninth day of April one thousand nine hundred and fifty-eight.

CONFERENCE DES NATIONS UNIES SUR LE DROIT DE LA MER

CONVENTION
SUR LA HAUTE MER

NATIONS UNIES

1958

TIAS 5200

Annexe II

CONVENTION SUR LA HAUTE MER

Les Etats parties à la présente Convention,

Désireux de codifier les règles du droit international relatives à la haute mer,

Reconnaissant que les dispositions ci-après, adoptées par la Conférence des Nations Unies sur le droit de la mer, tenue à Genève du 24 février au 27 avril 1958, sont pour l'essentiel déclaratoires de principes établis du droit international,

Sont convenus des dispositions suivantes:

Article premier

On entend par "haute mer" toutes les parties de la mer n'appartenant pas à la mer territoriale ou aux eaux intérieures d'un Etat.

Article 2

La haute mer étant ouverte à toutes les nations, aucun Etat ne peut légitimement prétendre en soumettre une partie quelconque à sa souveraineté. La liberté de la haute mer s'exerce dans les conditions que déterminent les présents articles et les autres règles du droit international. Elle comporte notamment, pour les Etats riverains ou non de la mer:

1) La liberté de la navigation;
2) La liberté de la pêche;
3) La liberté d'y poser des câbles et des pipe-lines sous-marins;
4) La liberté de la survoler.

Ces libertés, ainsi que les autres libertés reconnues par les principes généraux du droit international, sont exercées par tous les Etats en tenant raisonnablement compte de l'intérêt que la liberté de la haute mer présente pour les autres Etats.

Article 3

1. Pour jouir des libertés de la mer à l'égal des Etats riverains de la mer, les Etats dépourvus de littoral devraient accéder librement à la mer. A cet effet, les Etats situés entre la mer et un Etat dépourvu de littoral accorderont, d'une commune entente et en conformité avec les conventions internationales en vigueur:

a) A l'Etat dépourvu de littoral, sur une base de réciprocité, le libre transit à travers leur territoire;

b) Aux navires arborant le pavillon de cet Etat un traitement égal à celui de leurs propres navires ou des navires de n'importe quel autre Etat, en ce qui concerne l'accès aux ports maritimes et leur utilisation.

2. Les Etats situés entre la mer et un Etat dépourvu de littoral

régleront, d'un commun accord avec celui-ci, en tenant compte des droits de l'Etat riverain ou de transit et des particularités de l'Etat sans littoral, toutes questions relatives à la liberté de transit et à l'égalité de traitement dans les ports, au cas où ces Etats ne seraient pas déjà parties aux conventions internationales en vigueur.

Article 4

Tous les Etats, riverains ou non de la mer, ont le droit de faire naviguer en haute mer des navires arborant leur pavillon.

Article 5

1. Chaque Etat fixe les conditions auxquelles il accorde sa nationalité aux navires ainsi que les conditions d'immatriculation et du droit de battre son pavillon. Les navires possèdent la nationalité de l'Etat dont ils sont autorisés à battre pavillon. Il doit exister un lien substantiel entre l'Etat et le navire; l'Etat doit notamment exercer effectivement sa juridiction et son contrôle, dans les domaines technique, administratif et social, sur les navires battant son pavillon.

2. Chaque Etat délivre aux navires auxquels il a accordé le droit de battre son pavillon des documents à cet effet.

Article 6

1. Les navires naviguent sous le pavillon d'un seul Etat et se trouvent soumis, sauf dans les cas exceptionnels expressément prévus par les traités internationaux ou par les présents articles, à sa juridiction exclusive en haute mer. Aucun changement de pavillon ne peut intervenir au cours d'un voyage ou d'une escale, sauf en cas de transfert réel de la propriété ou de changement de l'immatriculation.

2. Un navire naviguant sous les pavillons de deux ou plusieurs Etats, dont il fait usage à sa convenance, ne peut se prévaloir, vis-à-vis de tout Etat tiers, d'aucune de ces nationalités, et peut être assimilé à un navire sans nationalité.

Article 7

Les dispositions des articles précédents ne préjugent en rien la question des navires affectés au service officiel d'une organisation intergouvernementale battant pavillon de l'organisation.

Article 8

1. Les navires de guerre jouissent en haute mer d'une immunité complète de juridiction de la part d'Etats autres que l'Etat du pavillon.

2. Aux fins des présents articles, l'expression "navire de guerre" désigne un navire appartenant à la marine de guerre d'un Etat et portant les signes extérieurs distinctifs des navires de guerre de sa nationalité. Le commandant doit être au service de l'Etat, son nom doit figurer sur la liste des officiers de la flotte militaire, et l'équipage doit être soumis aux règles de la discipline militaire.

Article 9

Les navires appartenant à un Etat ou exploités par lui et affectés seulement à un service gouvernemental non commercial jouissent, en haute mer, d'une immu-

nité complète de juridiction de la part d'Etats autres que l'Etat du pavillon.

Article 10

1. Tout Etat est tenu de prendre à l'égard des navires arborant son pavillon les mesures nécessaires pour assurer la sécurité en mer, notamment en ce qui concerne:

a) L'emploi des signaux, l'entretien des communications et la prévention des abordages;

b) La composition et les conditions de travail des équipages, en tenant compte des instruments internationaux applicables en matière de travail;

c) La construction et l'armament du navire et son aptitude à tenir la mer.

2. En prescrivant ces mesures, chaque Etat est tenu de se conformer aux normes internationales généralement acceptées et de prendre toutes les dispositions nécessaires pour en assurer le respect.

Article 11

1. En cas d'abordage ou de tout autre événement de navigation concernant un navire en haute mer, de nature à engager la responsabilité pénale ou disciplinaire du capitaine ou de toute autre personne au service du navire, aucune poursuite pénale ou disciplinaire ne peut être intentée contre ces personnes que devant les autorités judiciaires ou administratives, soit de l'Etat du pavillon, soit de l'Etat dont ces personnes ont la nationalité.

2. En matière disciplinaire, l'Etat qui a délivré un brevet de commandement ou un certificat de capacité est seul compétent pour prononcer, après procédure regulière de droit, let retrait de ces titres, même si le titulaire n'a pas la nationalité de l'Etat de délivrance.

3. Aucune saisie ou retenue du navire ne peut être ordonnée, même pour des mesures d'instruction, par des autorités autres que celles de l'Etat du pavillon.

Article 12

1. Tout Etat est tenu d'obliger le capitaine d'un navire naviguant sous son pavillon, autant que le capitaine peut le faire sans danger sérieux pour le navire, l'équipage ou les passagers:

a) A prêter assistance à toute personne trouvée en mer en danger de se perdre;

b) A se porter à toute la vitesse possible au secours des personnes en détresse, s'il est informé de leur besoin d'assistance, dans la mesure où l'on peut raisonnablement compter sur cette action de sa part;

c) Après un abordage, à prêter assistance à l'autre navire, à son équipage et à ses passagers, et, dans la mesure du possible, à indiquer à l'autre navire le nom de son propre navire, son port d'enregistrement et le port le plus proche qu'il touchera.

2. Tous les Etats riverains favoriseront la création et l'entretien d'un service adéquat et efficace de recherche et de sauvetage pour assurer la sécurité en mer et au-dessus de la mer, et concluront à cette fin, le cas échéant, des accords régionaux de coopération mutuelle avec les Etats voisins.

Article 13

Tout Etat est tenu de prendre des mesures efficaces pour empêcher et punir le transport des esclaves sur les navires autorisés à arborer son pavillon et pour empêcher l'usurpation de son pavillon à cette fin. Tout esclave qui se réfugie sur un navire, quel que soit son pavillon, est libre *ipso facto.*

Article 14

Tous les Etats doivent coopérer dans toute la mesure du possible à la répression de la piraterie en haute mer ou en tout autre endroit ne relevant de la juridiction d'aucun Etat.

Article 15

Constituent la piraterie les actes ci-après énumérés:

1) Tout acte illégitime de violence, de détention, ou toute déprédation commis pour des buts personnels par l'équipage ou les passagers d'un navire privé ou d'un aéronef privé, et dirigés:

a) En haute mer, contre un autre navire ou aéronef, ou contre des personnes ou des biens à leur bord;

b) Contre un navire ou aéronef, des personnes ou des biens, dans un lieu ne relevant de la juridiction d'aucun Etat;

2) Tous actes de participation volontaire à l'utilisation d'un navire ou d'un aéronef, lorsque celui qui les commet a connaissance de faits conférant à ce navire ou à cet aéronef le caractère d'un navire ou d'un aéronef pirate;

3) Toute action ayant pour but d'inciter à commettre des actes définis aux alinéas 1 ou 2 du présent article, ou entreprise avec l'intention de les faciliter.

Article 16

Les actes de piraterie, tels qu'ils sont définis à l'article 15, perpétrés par un navire de guerre ou un navire d'Etat ou un aéronef d'Etat dont l'équipage mutiné s'est rendu maître, sont assimilés à des actes commis par un navire privé.

Article 17

Sont considérés comme navires ou aéronefs, pirates les navires ou aéronefs destinés, par les personnes sous le contrôle desquelles ils se trouvent effectivement, à commettre l'un des actes visés à l'article 15. Il en est de même des navires ou aéronefs qui ont servi à commettre de tels actes, tant qu'ils demeurent sous le contrôle des personnes coupables de ces actes.

Article 18

Un navire ou aéronef peut conserver sa nationalité malgré sa transformation en navire ou aéronef pirate. La conservation ou la perte de la nationalité sont déterminées conformément à la loi de l'Etat qui avait conféré cette nationalité.

Article 19

Tout Etat peut saisir un navire ou un aéronef pirate, ou un navire capturé à la suite d'actes de piraterie et qui est au pouvoir de pirates, et appréhender les personnes et saisir les biens se trouvant à bord dudit navire ou aéronef, en haute mer ou en tout autre lieu ne relevant de la juridiction d'aucun Etat. Les tribunaux de l'Etat qui

a opéré la saisie peuvent se prononcer sur les peines à infliger, ainsi que sur les mesures à prendre en ce qui concerne les navires, les aéronefs ou les biens, réserve faite des droits de tierces personnes de bonne foi.

Article 20

Lorsque la saisie d'un navire ou aéronef suspect de piraterie a été effectuée sans motif suffisant, l'Etat qui a appréhendé le navire ou l'aéronef est responsable, vis-à-vis de l'Etat dont le navire ou l'aéronef a la nationalité, de toute perte ou de tout dommage causés par la capture.

Article 21

Toute saisie pour cause de piraterie ne peut être exécutée que par des navires de guerre ou des aéronefs militaires, ou par d'autres navires ou aéronefs affectés à un service public et autorisés à cet effet.

Article 22

1. Sauf dans les cas où les actes d'ingérence sont fondés sur des pouvoirs accordés par traité, un navire de guerre rencontrant en haute mer un navire de commerce étranger ne peut l'arraisonner à moins qu'il n'y ait un motif sérieux de penser:

a) Que ledit navire se livre à la piraterie; ou

b) Que le navire se livre à la traite des esclaves; ou

c) Que le navire, arborant un pavillon étranger ou refusant de hisser son pavillon, est en réalité un navire ayant la même nationalité que le navire de guerre.

2. Dans les cas prévus aux alinéas *a*, *b* et *c*, le navire de guerre peut procéder à la vérification des titres autorisant le port du pavillon. A cette fin, il peut envoyer une embarcation, sous le commandement d'un officier, au navire suspect. Si, après vérification des papiers, les soupçons subsistent, il peut procéder à un examen ultérieur à bord du navire, qui doit être effectué avec tous les égards possibles.

3. Si les soupçons ne se trouvent pas fondés, et que le navire arrêté n'ait commis aucun acte les justifiant, il doit être indemnisé de toute perte ou de tout dommage.

Article 23

1. La poursuite d'un navire étranger peut être engagée si les autorités compétentes de l'Etat riverain ont de bonnes raisons de penser que ce navire a contrevenu aux lois et règlements de cet Etat. Cette poursuite doit commencer lorsque le navire étranger ou une de ses embarcations se trouve dans les eaux intérieures, dans la mer territoriale ou dans la zone contiguë de l'Etat poursuivant, et ne peut être continuée au-delà des limites de la mer territoriale ou de la zone contiguë qu'à condition de ne pas avoir été interrompue. Il n'est pas nécessaire que le navire qui ordonne de stopper à un navire étranger naviguant dans la mer territoriale ou dans la zone contiguë s'y trouve également au moment de la réception dudit ordre par le navire intéressé. Si le navire étranger se trouve dans une zone contiguë telle qu'elle est définie à l'article 24 de la Convention sur la mer territoriale et la zone contiguë, la poursuite ne peut être

entamée que pour cause de violation des droits que l'institution de ladite zone avait pour objet de protéger.

2. Le droit de poursuite cesse dès que le navire poursuivi entre dans la mer territoriale du pays auquel il appartient ou dans celle d'une tierce puissance.

3. La poursuite n'est considérée comme étant commencée qu'à condition que le navire poursuivant se soit assuré, par les moyens utilisables dont il dispose, que le navire poursuivi ou l'une de ses embarcations ou d'autres embarcations qui travaillent en équipe et utilisent le navire poursuivi comme navire gigogne se trouvent à l'intérieur des limites de la mer territoriale, ou le cas échéant, dans la zone contiguë. La poursuite ne peut être commencée qu'après l'émission d'un signal de stopper, visuel ou auditif, donné à une distance permettant au navire intéressé de le voir ou de l'entendre.

4. Le droit de poursuite ne peut être exercé que par des navires de guerre ou des aéronefs militaires, ou d'autres navires ou aéronefs affectés à un service public et spécialement autorisés à cet effet.

5. Dans le cas d'une poursuite effectuée par un aéronef:

a) Les dispositions des paragraphes 1 à 3 du présent article s'appliquent *mutatis mutandis* à ce mode de poursuite;

b) L'aéronef qui donne l'ordre de stopper doit lui-même poursuivre activement le navire jusqu'à ce qu'un navire ou un aéronef de l'Etat riverain alerté par l'aéronef arrive sur les lieux pour continuer la poursuite, à moins que l'aéronef ne puisse lui-même arrêter le navire. Pour justifier l'arraisonnement d'un navire en haute mer, il ne suffit pas que celui-ci ait été simplement repéré par l'aéronef comme ayant commis une infraction ou comme étant suspect d'infraction, s'il n'a pas été à la fois requis de stopper et poursuivi par l'aéronef lui-même ou par d'autres aéronefs ou navires qui continuent la poursuite sans interruption.

6. La relaxe d'un navire arrêté à un endroit relevant de la juridiction d'un Etat et escorté vers un port de cet Etat, en vue d'un examen par les autorités compétentes, ne peut être exigée du seul fait que le navire et son escorte aient traversé une partie de la haute mer lorsque les circonstances ont rendu nécessaire cette traversée.

7. Si un navire a été arraisonné ou saisi en haute mer dans des circonstances qui ne justifient pas l'exercice du droit de poursuite, il doit être indemnisé de toute perte ou de tout dommage.

Article 24

Tout Etat est tenu d'édicter des règles visant à éviter la pollution des mers par les hydrocarbures répandus par les navires ou les pipe-lines, ou résultant de l'exploitation et de l'exploration du sol et du sous-sol sous-marins, en tenant compte des dispositions conventionnelles existant en la matière.

Article 25

1. Tout Etat est tenu de prendre des mesures pour éviter la pollution des mers due à l'immersion de déchets radio-actifs, en tenant compte de toutes normes et de

toutes réglementations qui auront pu être élaborées par les organismes internationaux compétents.

2. Tous les Etats sont tenus de coopérer avec les organismes internationaux compétents à l'adoption de mesures tendant à éviter la pollution des mers ou de l'espace aérien surjacent, résultant de toutes activités qui comportent l'emploi de matériaux radio-actifs ou d'autres agents nocifs.

Article 26

1. Tout Etat a le droit de poser des câbles et des pipe-lines sous-marins sur le lit de la haute mer.

2. L'Etat riverain ne peut entraver la pose ou l'entretien de ces câbles ou pipe-lines, réserve faite de son droit de prendre des mesures raisonnables pour l'exploration du plateau continental et l'exploitation de ses ressources naturelles.

3. En posant ces câbles ou pipe-lines, l'Etat en question doit tenir dûment compte des câbles ou pipe-lines déjà installés sur le lit de la mer. En particulier, il ne doit pas entraver les possibilités de réparation des câbles ou pipe-lines existants.

Article 27

Tout Etat est tenu de prendre les mesures législatives nécessaires afin que la rupture ou la détérioration, par un navire battant son pavillon ou par une personne soumise à sa juridiction, d'un câble sous-marin en haute mer, faite volontairement ou par négligence coupable, et qui pourrait avoir pour résultat d'interrompre ou d'entraver les communications télégraphiques ou téléphoniques, ainsi que la rupture ou la détérioration dans les mêmes conditions d'un câble à haute tension ou d'un pipe-line sous-marins, constituent des infractions passibles de sanction. Cette disposition ne s'applique pas aux ruptures ou détériorations dont les auteurs n'auraient eu que le but légitime de protéger leur vie ou la sécurité de leur navire, après avoir pris toutes les précautions nécessaires pour éviter ces ruptures ou détériorations.

Article 28

Tout Etat est tenu de prendre les mesures législatives nécessaires afin que les personnes soumises à sa juridiction qui sont propriétaires d'un câble ou d'un pipe-line en haute mer et qui, par la pose ou la réparation de ce câble ou de ce pipe-line, causent la rupture ou la détérioration d'un autre câble ou d'un autre pipe-line, en supportent les frais de réparation.

Article 29

Tout Etat est tenu de prendre les mesures législatives nécessaires afin que les propriétaires des navires qui peuvent prouver qu'ils ont sacrifié une ancre, un filet ou un autre engin de pêche pour ne pas endommager un câble ou un pipe-line sous-marins soient indemnisés par le propriétaire du câble ou du pipe-line, à condition qu'ils aient pris préalablement toutes mesures de précaution raisonnables.

Article 30

Les dispositions de la présente Convention ne portent pas atteinte aux conventions ou aux autres accords internationaux en vigueur dans les rapports entre Etats parties à ces conventions ou accords.

Article 31

La présente Convention sera, jusqu'au 31 octobre 1958, ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies ou d'une institution spécialisée, ainsi que de tout autre Etat invité par l'Assemblée générale des Nations Unies à devenir partie à la Convention.

Article 32

La présente Convention sera ratifiée. Les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 33

La présente Convention sera ouverte à l'adhésion de tout Etat appartenant à l'une des catégories mentionnées à l'article 31. Les instruments d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 34

1. La présente Convention entrera en vigueur le trentième jour qui suivra la date du dépôt auprès du Secrétaire général de l'Organisation des Nations Unies du vingt-deuxième instrument de ratification ou d'adhésion.

2. Pour chacun des Etats qui ratifieront la Convention ou y adhéreront après le dépôt du vingt-deuxième instrument de ratification ou d'adhésion, la Convention entrera en vigueur le trentième jour après le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

Article 35

1. Après expiration d'une période de cinq ans à partir de la date à laquelle la présente Convention entrera en vigueur, une demande de revision de la présente Convention peut être formulée en tout temps, par toute Partie contractante, par voie de notification écrite adressée au Secrétaire général de l'Organisation des Nations Unies.

2. L'Assemblée générale des Nations Unies statue sur les mesures à prendre, le cas échéant, au sujet de cette demande.

Article 36

Le Secrétaire général de l'Organisation des Nations Unies notifie à tous les Etats Membres de l'Organisation des Nations Unies et aux autres Etats visés à l'article 31:

a) Les signatures apposées à la présente Convention et le dépôt des instruments de ratification ou d'adhésion, conformément aux articles 31, 32 et 33;

b) La date à laquelle la présente Convention entrera en vigueur, conformément à l'article 34;

c) Les demandes de revision présentées conformément à l'article 35.

Article 37

L'original de la présente Convention, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies, qui en fera tenir copie certifiée conforme à tous les Etats visés à l'article 31.

EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé la présente Convention.

FAIT à Genève, le vingt-neuf avril mil neuf cent cinquante-huit.

聯合國海洋法會議

公海公約

聯合國
一九五八

TIAS 5200

附件貳

公海公約

本公約當事各國，

深願編纂關於公海之國際法規則，

鑒於自一九五八年二月二十四日至四月二十七日在日內瓦舉行之聯合國海洋法會議通過下列條款，概括宣示國際法上之確定原則，

爰議定條款如下：

第一條

稱"公海"者謂不屬領海或一國內國水域之海洋所有各部份。

第二條

公海對各國一律開放，任何國家不得有效主張公海任何部份屬其主權範圍。公海自由依本條款及國際法其他規則所規定之條件行使之。公海自由，對沿海國及非沿海國而言，均包括下列等項：

（一） 航行自由；

（二） 捕魚自由；

（三） 敷設海底電纜與管線之自由；

（四） 公海上空飛行之自由。

各國行使以上各項自由及國際法一般原則所承認之其他自由應適當顧及其他國家行使公海自由之利益。

第三條

一．無海岸國家應可自由通達海洋，俾與沿海國家以平等地位享有海洋自由。爲此目的，凡位於海洋與無海岸國間之國家應與無海岸國相互協議，依照現行國際公約：

（甲） 准許無海岸國根據交互原則自由過境；

（乙） 對於懸掛該國國旗之船舶，在出入及使用海港事宜上准其與本國船舶或任何他國船舶享受平等待遇。

二．凡位於海洋與無海岸國間之國家，對於一切有關過境自由及海港內平等待遇之事項如其本國及無海岸國均尚非現行國際公約之當事國，應與後者相互協議，參酌沿海國或被通過國之權利及無海岸國之特殊情況解決之。

第四條

各國無論是否沿海國均有權在公海上行駛懸掛本國國旗之船舶。

第五條

一．各國應規定給予船舶國籍、船舶在其境內登記及享有懸掛其國旗權利之條件。船舶有權懸掛一國國旗者具有該國國籍。國家與船舶之間須有眞正連繫；國家尤須對懸掛其國旗之船舶在行政、技術及社會事宜上切實行使管轄及管制。

二．各國對於准享懸掛其國旗權利之船舶，應發給有關證書。

第六條

一．船舶應僅懸掛一國國旗航行，除有國際條約或本條款明文規定之例外情形外，在公海上專屬該國管轄。船舶除其所

有權確實移轉或變更登記者外，不得於航程中或在停泊港內更換其國旗。

二．船舶如懸掛兩個以上國家之國旗航行，權宜換用，不得對他國主張其中任何一國之國籍，且得視同無國籍船舶。

第七條

前列各條之規定不影響供政府間組織公務用途並懸掛該組織旗幟之船舶問題。

第八條

一．軍艦在公海上完全免受船旗國以外任何國家之管轄。

二．本條款所稱"軍艦"謂屬於一國海軍，備具該國軍艦外部識別標誌之船舶，由政府正式任命之軍官指揮，指揮官姓名見於海軍名册，其船員服從正規海軍紀律者。

第九條

一國所有或經營之船舶專供政府非商務用途者，在公海上完全免受船旗國以外任何國家之管轄。

第十條

一．各國爲確保海上安全，應爲懸掛本國國旗之船舶採取有關下列等款之必要辦法：

（甲） 信號之使用、通訊之維持及碰撞之防止；

（乙） 船舶人員之配置及船員之勞動條件，其辦法應參照可適用之國際勞工文書；

（丙） 船舶之構造、裝備及適航能力。

二．各國採取此項辦法，須遵照公認之國際標準並須採取必要步驟，確保此項辦法之遵守。

第十一條

一．船舶在公海上發生碰撞或其他航行事故致船長或船上任何其他服務人員須負刑事責任或受懲戒時，對此等人員之刑事訴訟或懲戒程序非向船旗國或此等人員隸籍國之司法或行政機關不得提起之。

二．如係懲戒事項，惟有發給船長證書或資格證書或執照之國家有權於經過適當法律程序後宣告撤銷此項證書，持證人縱非發給證書國之國民亦同。

三．除船旗國之機關外，任何機關不得命令逮捕或扣留船舶，縱使藉此進行調查亦所不許。

第十二條

一．各國應責成懸掛本國國旗船舶之船長在不甚危害船舶、船員或乘客之範圍內：

（甲） 對於在海上發現有淹沒危險之人，予以救助；

（乙） 於據告有人遇難亟需救助理當施救時儘速前往援救；

（丙） 於碰撞後，對於他方船舶、船員及乘客予以救助，並於可能時將其船舶名稱、船籍港及開往之最近港口告知他方船舶。

二．各沿海國應爲海面及其上空之安全提倡舉辦並維持適當與有效之搜尋及救助事務，如環境需要，並與鄰國互訂區域辦法，爲此目的從事合作。

第十三條

各國應採取有效措施以防止並懲治准懸其國旗之船舶販運奴隸，並防止非法使用其國旗從事此種販運。凡逃避至任何船舶之奴隸，不論船舶懸何國旗，應當然獲得自由。

第十四條

各國應儘量合作取締公海上或不屬任何國家管轄之其他處所之海盜行爲。

第十五條

海盜指下列任何行爲：

（一） 私有船舶或私有航空器之航員或乘客爲私人目的，對下列之人或物實施任何不法之强暴行爲、扣留行爲或任何掠奪行爲：

（甲） 公海上另一船舶或航空器，或其上之人或財物；

（乙） 不屬任何國家管轄之處所內之船舶、航空器、人或財物；

（二） 明知使船舶或航空器成爲海盜船舶或航空器之事實而自願參加其活動；

（三） 教唆或故意便利本條第一款或第二款所稱之行爲。

第十六條

軍艦、政府船舶或政府航空器之航員叛變並控制船器而犯第十五條所稱之海盜行爲者，此等行爲視同私有船舶所實施之行爲。

第十七條

船舶或航空器，其居於主要控制地位之人意圖用以實施第十五條所稱行爲之一者，視爲海盜船舶或航空器。凡經用以實施此項行爲之船舶或航空器，仍在犯此行爲之人控制之下者，亦同。

第十八條

船舶或航空器雖已成爲海盜船舶或航空器，仍得保有其國籍。國籍之保有或喪失依給予國籍國家之法律定之。

第十九條

各國得在公海上或不屬任何國家管轄之其他處所逮捕海盜船舶或航空器，或以海盜行爲刼取並受海盜控制之船舶，逮捕其人員並扣押其財物。逮捕國之法院得判決應處之刑罰，並得判定船舶、航空器或財物之處置，但須尊重善意第三人之權利。

第二十條

逮捕涉有海盜行爲嫌疑之船舶或航空器如無充分理由，對於因逮捕而發生之任何損失或損害，逮捕國應向船舶或航空器之隸籍國負賠償之責。

第二十一條

因有海盜行爲而須逮捕，惟軍艦或軍用航空器，或經授予此權之他種政府事務船舶或航空器，始得爲之。

第二十二條

一．除干涉行爲出於條約授權之情形外，軍艦對公海上相遇之外國商船非有適當理由認爲有下列嫌疑，不得登臨該船：

（甲） 該船從事海盜行爲；或

（乙） 該船從事販賣奴隸；或

（丙） 該船懸掛外國國旗或拒不舉示其國旗，而事實上與該軍艦屬同一國籍。

二．遇有前項（甲）（乙）（丙）三款所稱之情形，軍艦得對該船之懸旗權利進行查核。爲此目的，軍艦得派由軍官指揮之小艇前往嫌疑船舶。船舶文書經檢驗後，倘仍有嫌疑，軍艦得在船上進一步施行檢查，但須儘量審慎爲之。

三．倘嫌疑查無實據，被登臨之船舶並無任何行爲足以啓疑，其所受之任何損失或損害應予賠償。

第二十三條

一．沿海國主管機關有正當理由認爲外國船舶違犯該國法律規章時得進行緊追。此項追逐必須於外國船舶或其所屬小

艇之一在追逐國之內國水域、領海或鄰接區內時開始，且須未曾中斷方得在領海或鄰接區外繼續進行。在領海或鄰接區內之外國船舶接獲停船命令時，發令船舶無須同在領海或鄰接區以內。倘外國船舶係在領海及鄰接區公約第二十四條所稱之鄰接區內，惟有於該區設以保障之權利遭受侵害時，方得追逐之。

二．緊追權在被追逐之船舶進入其本國或第三國之領海時即告終止。

三．緊追非俟追逐船舶以可能採用之實際方法認定被追逐之船舶、或所屬小艇之一、或與該船合作並以該船爲母艦之其他船隻，確在領海界限或鄰接區以內，不得認爲業已開始。惟有在外國船舶視聽所及之距離內發出視覺或聽覺之停船信號後，方得開始追逐。

四．緊追權僅得由軍艦或軍用航空器，或經特別授予此權之他種政府事務船舶或航空器行使之。

五．航空器實行緊追時：

（甲） 準用本條第一項至第三項之規定；

（乙） 發出停船命令之航空器必須自行積極追逐船舶，直至其所召喚之沿海國船舶或航空器前來接替追逐時爲止，但其本身即能逮捕船舶者不在此限。如航空器僅發現船舶犯法或有犯法嫌疑，而其本身或接替追逐未曾中斷之其他航空器或船舶未命令停船並予追逐，不足以構成在公海上逮捕之正當理由。

六．凡在一國管轄範圍內被逮捕而經解送該國海港交主管機關審訊之船舶不得僅以該船在押解途中因環境需要，渡過一部份公海爲理由而要求釋放。

七．倘船舶在公海上被迫停船或被逮捕，而按當時情形緊追權之行使並無正當理由，其因而所受之任何損失或損害應予賠償。

第二十四條

各國應參酌現行關於防止污濁海水之條約規定制訂規章，以防止因船舶或管線排放油料或因開發與探測海床及其底土而污濁海水。

第二十五條

一．各國應參照主管國際組織所訂定之標準與規章，採取辦法，以防止傾棄放射廢料而污濁海水。

二．各國應與主管國際組織合作採取辦法，以防止任何活動因使用放射材料或其他有害物劑而污濁海水或其上空。

第二十六條

一．各國均有權在公海海床敷設海底電纜及管線。

二．沿海國除爲探測大陸礁層及開發其天然資源有權採取合理措施外，對於此項電纜或管線之敷設或維護，不得阻礙。

三．敷設此項電纜或管線時，當事國對於海床上原已存在之電纜或管線應妥爲顧及，尤不得使原有電纜或管線之修理可能，受有妨礙。

第二十七條

各國應採取必要立法措施，規定凡懸掛其國旗之船舶或屬其管轄之人如故意或因過失破壞或損害公海海底電纜，致使電報或電話通訊停頓或受阻，或以同樣情形破壞或損害海底管線或高壓電纜，概爲應予處罰之罪行。此項規定不適用於個人基於保全其生命或船舶之正當目的，雖曾爲

避免破損作一切必要之預防而仍發生之任何破壞或損害情事。

第二十八條

各國應採取必要立法措施，規定凡受該國管轄之公海海底電纜或管線所有人因敷設或修理此項電纜或管線致有破壞或損害另一電纜或管線之情事者，應償付其修理費用。

第二十九條

各國應採取必要立法措施，確保船舶所有人之能證明其爲避免損害海底電纜或管線而捐棄一錨、一網或其他漁具者向電纜或管線所有人取得賠償，但以船舶所有人事先曾採取一切合理之預防措施爲條件。

第三十條

本公約之條款對於現已生效之公約或其他國際協定，就其當事各國間關係言，並不發生影響。

第三十一條

本公約在一九五八年十月三十一日以前聽由聯合國或任何專門機關之全體會員國及經由聯合國大會邀請參加爲本公約當事一方之任何其他國家簽署。

第三十二條

本公約應予批准。批准文件應送交聯合國秘書長存放。

第三十三條

本公約應聽由屬於第三十一條所稱任何一類之國家加入。加入文件應送交聯合國秘書長存放。

第三十四條

一．本公約應於第二十二件批准或加入文件送交聯合國秘書長存放之日後第三十日起發生效力。

二．對於在第二十二件批准或加入文件存放後批准或加入本公約之國家，本公約應於各該國存放批准或加入文件後第三十日起發生效力。

第三十五條

一．締約任何一方得於本公約生效之日起滿五年後隨時書面通知聯合國秘書長請求修改本公約。

二．對於此項請求應採何種步驟，由聯合國大會決定之。

第三十六條

聯合國秘書長應將下列事項通知聯合國各會員國及第三十一條所稱之其他國家：

（甲） 依第三十一條、第三十二條及第三十三條對本公約所爲之簽署及送存之批准或加入文件；

（乙） 依第三十四條本公約發生效力之日期；

（丙） 依第三十五條所提關於修改本公約之請求。

第三十七條

本公約之原本應交聯合國秘書長存放，其中文、英文、法文、俄文及西班牙文各本同一作準；秘書長應將各文正式副本分送第三十一條所稱各國。

爲此，下列全權代表各秉本國政府正式授予簽字之權，謹簽字於本公約，以昭信守。

公曆一千九百五十八年四月二十九日訂於日內瓦。

КОНФЕРЕНЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
ПО ВОПРОСАМ МОРСКОГО ПРАВА

КОНВЕНЦИЯ

ОБ ОТКРЫТОМ МОРЕ

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
1958

Приложение II

КОНВЕНЦИЯ ОБ ОТКРЫТОМ МОРЕ

Государства-Стороны настоящей Конвенции,

желая кодифицировать постановления международного права, касающиеся открытого моря,

признавая, что заседавшая в Женеве с 24 февраля по 27 апреля 1958 года Конференция Объединенных Наций по вопросам морского права приняла нижеследующие постановления как носящие общий характер декларации установленных принципов международного права,

согласились о нижеследующем:

Статья 1

Слова «открытое море» означают все части моря, которые не входят ни в территориальное море, ни во внутренние воды какого-либо государства.

Статья 2

Открытое море открыто для всех наций, и никакое государство не вправе претендовать на подчинение какой-либо части его своему суверенитету. Свобода открытого моря осуществляется в условиях, определяемых настоящими статьями и другими нормами международного права. Она включает, в частности, как для прибрежных, так и для неприбрежных государств:

1) свободу судоходства,
2) свободу рыболовства,
3) свободу прокладывать подводные кабели и трубопроводы,
4) свободу летать над открытым морем.

Все государства осуществляют эти свободы, равно как и другие свободы, признанные в соответствии с общими принципами международного права, разумно учитывая заинтересованность других государств в пользовании свободой открытого моря.

Статья 3

1. Государства, не имеющие морского берега, для того чтобы пользоваться свободой морей на равных правах с прибрежными государствами, должны иметь свободный доступ к морю. Для этой цели государства, расположенные между морем и государством, не имеющим морского берега, по общему соглашению с этим последним и в соответствии с существующими международными конвенциями предоставляют:

a) государству, не имеющему морского берега, на основе взаимности, свободный путь через свою территорию, и

b) судам, плавающим под флагом этого государства, на условиях равенства со своими судами или судами других государств, доступ к морским портам и использованию этих портов.

2. Государства, расположенные между морем и государством, не имеющим морского берега, решают по общему соглашению с этим последним и с учетом прав прибрежного государства или государства, через территорию которого совершается транзит, а также особых условий, в которых находится государство, не имеющее морского берега, все вопросы, относящиеся к свободе транзита и равенства в пользовании портами, если такие государства не являются уже сторонами действующих международных конвенций.

Статья 4

Каждое государство, независимо от того, является ли оно прибрежным или нет, имеет право на то, чтобы суда под его флагом плавали в открытом море.

Статья 5

1. Каждое государство определяет условия предоставления своей национальности судам, регистрации судов на его территории и права плавать под его флагом. Суда имеют национальность того государства, под флагом которого они вправе плавать. Между данным государством и данным судном должна существовать реальная связь; в частности, государство должно эффективно осуществлять в области технической, административной и социальной свою юрисдикцию и свой контроль над судами, плавающими под его флагом.

2. Каждое государство выдает судам, которым оно предоставляет право плавать под его флагом, соответствующие документы.

Статья 6

1. Суда должны плавать под флагом только одного государства и, кроме исключительных случаев, прямо предусматриваемых в международных договорах или в настоящих статьях, подчиняются его

исключительной юрисдикции в открытом море. Судно не может переменить свой флаг во время плавания или стоянки при заходе в порт, кроме случаев действительного перехода собственности или изменения регистрации.

2. Судно, плавающее под флагами двух или более государств, пользуясь ими смотря по удобству, не может требовать признания ни одной из соответствующих национальностей другими государствами и может быть приравнено к судам, не имеющим национальности.

Статья 7

Постановления предыдущих статей не затрагивают вопроса о судах, состоящих на официальной службе какой-либо межправительственной организации и плавающих под флагом этой организации.

Статья 8

1. Военные корабли пользуются в открытом море полным иммунитетом от юрисдикции какого бы то ни было государства, кроме государства флага.

2. В настоящих статьях слова «военный корабль» означают судно, принадлежащее к военно-морским силам какого-либо государства и имеющее внешние знаки, отличающие военные корабли его национальности, находящееся под командой офицера, состоящего на государственной службе, имя которого занесено в список офицеров военно-морского флота, и имеющее экипаж, подчиненный регулярной военной дисциплине.

Статья 9

Суда, принадлежащие государству или эксплуатируемые им и состоящие только на некоммерческой правительственной службе, пользуются в открытом море полным иммунитетом от юрисдикции государств, не являющихся государством флага.

Статья 10

1. Каждое государство обязано принимать необходимые меры для обеспечения безопасности в море судов, плавающих под его флагом, в частности, в том, что касается:

a) пользования сигналами, поддержания связи и предупреждения столкновения,

b) комплектования и условий труда экипажей судов, с учетом подлежащих применению международных актов, касающихся вопросов труда,

c) конструкции, оснащения судов и их мореходных качеств.

2. Предписывая эти меры, государство обязано соблюдать общепринятые международные нормы и предпринимать все необходимые меры для обеспечения их соблюдения.

Статья 11

1. В случае столкновения или какого-либо другого происшествия с судном при плавании в открытом море, вызывающего уголовную или дисциплинарную ответственность капитана или какого-либо другого лица на службе судна, какое-либо уголовное или дисциплинарное преследование против этого лица может быть возбуждено только перед судебными или административными властями государства флага или того государства, гражданином которого это лицо является.

2. В области дисциплинарной ответственности государство, которое выдало диплом судоводителя или свидетельство о квалификации, является единственно компетентным для того, чтобы, после должной процедуры, отобрать эти документы даже в том случае, если их владелец не является гражданином государства, их выдавшего.

3. Ни арест, ни задержание этого судна не могут быть произведены даже в качестве меры расследования, по распоряжению каких-либо властей, кроме властей государства флага.

Статья 12

1. Каждое государство вменяет в обязанность капитану любого судна, плавающего под его флагом, поскольку капитан может это сделать, не подвергая серьезной опасности судно, экипаж или пассажиров,

a) оказать помощь любому обнаруженному в море лицу, которому угрожает гибель,

b) следовать со всей возможной скоростью на помощь погибающим, если ему сообщено, что они нуждаются в помощи, поскольку на такое действие с его стороны можно разумно рассчитывать,

c) после столкновения оказать помощь другому судну, его экипажу и его пассажирам и, поскольку это возможно, сообщить этому другому судну наименование своего судна, порт его регистрации и ближайший порт, в который оно зайдет.

2. Все прибрежные государства должны способствовать организации и содержанию соответствующей эффективной спасательной службы для обеспечения безопасности на море и над морем, а также заключать с этой целью в необходимых случаях региональные соглашения о взаимном сотрудничестве с соседними государствами.

Статья 13

Каждое государство обязано принимать эффективные меры против перевозки рабов на судах, имеющих право плавать под его флагом, и налагать наказания за такие перевозки, а также для предупреждения противозаконного пользования его флагом для этой цели. Раб, нашедший убежище на суд-

не, под каким бы флагом это судно ии плавало, ipso facto свободен.

Статья 14

Все государства обязаны содействовать в полной мере уничтожению пиратства в открытом море и во всех других местах, находящихся за пределами юрисдикции какого бы то ни было государства.

Статья 15

Любое из перечисленных ниже действий является пиратством:

1) любой неправомерный акт насилия, задержания или грабежа, совершаемый с личными целями экипажем или пассажирами какого-либо частновладельческого судна или частновладельческого летательного аппарата и направленный

a) в открытом море против какого-либо другого судна или летательного аппарата или против лиц или имущества, находящихся на их борту,

b) против какого-либо судна или летательного аппарата, лиц или имущества в месте, находящемся за пределами юрисдикции какого бы то ни было государства,

2) любой акт добровольного участия в использовании какого-либо судна или летательного аппарата, если тот, кто этот акт совершает, знает обстоятельства, в силу которых это судно или этот летательный аппарат являются пиратским судном или пиратским летательным аппаратом,

3) любое действие, являющееся подстрекательством или сознательным содействием совершению действия, предусматриваемого в пунктах 1 или 2 настоящей статьи.

Статья 16

Пиратские действия, определяемые в статье 15, которые совершаются военным судном или государственным судном или государственным летательным аппаратом, экипаж которого поднял мятеж и захватил власть над этим судном или летательным аппаратом, приравниваются к действиям, совершаемым частновладельческим судном.

Статья 17

Судно или летательный аппарат считаются пиратским судном или пиратским летательным аппаратом, если они предназначаются лицами, имеющими над ними власть, для совершения действий, предусматриваемых в статье 15. Это относится также к судну или летательному аппарату, которым пользовались для совершения таких действий, до тех пор пока они остаются под властью лиц, виновных в этих действиях.

Статья 18

Судно или летательный аппарат может сохранять свою национальность, несмотря на то, что они стали пиратским судном или пиратским летательным аппаратом. Сохранение или утрата национальности определяется законом того государства, которым она была предоставлена.

Статья 19

В открытом море или в любом другом месте, находящемся за пределами юрисдикции какого бы то ни было государства, любое государство может захватить пиратское судно или пиратский летательный аппарат или судно, захваченное посредством пиратских действий и находящееся во власти пиратов, арестовать находящихся на этом судне или летательном аппарате лиц и захватить находящееся на нем имущество. Судебные учреждения того государства, которое совершило этот захват, могут выносить постановления о наложении наказаний и определять, какие меры должны быть приняты в отношении таких судов, летательных аппаратов или имущества, не нарушая прав добросовестных третьих лиц.

Статья 20

Если захват судна или летательного аппарата по подозрению в пиратстве совершен без достаточных оснований, государство, совершившее захват, отвечает перед государством, национальность которого имеет судно или летательный аппарат, за всякий вред и всякие убытки, причиненные захватом.

Статья 21

Захват за пиратство может совершаться только военными кораблями или военными летательными аппаратами или другими судами или летательными аппаратами, состоящими на правительственной службе и на то уполномоченными.

Статья 22

1. За исключением случаев, когда акты вмешательства основаны на правах, устанавливаемых международными договорами, военный корабль, встретивший иностранное торговое судно в открытом море, не вправе подвергать его осмотру, если нет достаточных оснований подозревать,

a) что это судно занимается пиратством, или

b) что это судно занимается работорговлей, или

c) что, хотя на нем поднят иностранный флаг или оно отказывается поднять флаг, это судно в действительности имеет ту же национальность, что и данный военный корабль.

2. В случаях, предусматриваемых в пунктах «a», «b» и «c», военный корабль может произвести про-

верку права судна на его флаг. С этой целью он может послать шлюпку под командой офицера к подозреваемому судну. Если после проверки документов подозрения остаются, он может произвести дальнейшее обследование на борту этого судна, со всей возможной осмотрительностью.

3. Если подозрения оказываются ошибочными, причем осмотренное судно не совершило никаких действий, которые давали бы для этих подозрений основание, ему должны быть возмещены причиненные вред и убытки.

Статья 23

1. Преследование иностранного судна может быть предпринято, если компетентные власти прибрежного государства имеют достаточные основания считать, что это судно нарушило законы и правила этого государства. Преследование должно начаться тогда, когда иностранное судно или одна из его шлюпок находятся во внутренних водах, в территориальном море или в прилежащей зоне преследующего государства, и может продолжаться за пределами территориального моря или прилежащей зоны только при условии, если оно не прерывается. Не требуется, чтобы в то время, когда иностранное судно, плавающее в территориальном море или прилежащей зоне, получает приказ остановиться, судно, отдающее этот приказ, также находилось в пределах территориального моря или прилежащей зоны. Если иностранное судно находится в прилежащей зоне, определенной в статье 24 Конвенции о территориальном море и прилежащей зоне, преследование может начаться только в связи с нарушением прав, для защиты которых установлена эта зона.

2. Право преследования прекращается, как только преследуемое судно входит в территориальное море своей страны или в территориальное море какого-либо третьего государства.

3. Преследование считается начатым только при условии, если преследующее судно удостоверилось при помощи находящихся в его распоряжении и практически применимых средств, что преследуемое судно или одна из его шлюпок или другие шлюпки, которые действуют совместно и используют преследуемое судно в качестве судна-базы, находятся в пределах территориального моря или, в соответствующих случаях, в прилежащей зоне. Преследование может быть начато только после подачи сигнала остановиться, зрительного или звукового, с дистанции, позволяющей соответствующему судну его увидеть или услышать.

4. Право преследования может осуществляться только военными кораблями или военными летательными аппаратами или же другими судами или летательными аппаратами, находящимися на правительственной службе и специально на то уполномоченными.

5. В случае преследования летательным аппаратом

a) постановления пунктов с 1 по 3 настоящей статьи применяются mutatis mutandis и в отношении этого способа преследования;

b) летательный аппарат, отдающий приказ об остановке, должен сам активно преследовать судно, пока какое-либо судно или какой-либо летательный аппарат прибрежного государства, предупрежденный летательным аппаратом, не прибудет на место, чтобы продолжать преследование, если только летательный аппарат не может сам задержать судно. Чтобы обосновать задержание какого-либо судна в открытом море, не достаточно только того, чтобы оно было просто замечено летательным аппаратом, как совершившее нарушение или как подозреваемое в совершении нарушения, если только одновременно оно не получило требования остановиться и не было преследуемо самим летательным аппаратом или другими летательными аппаратами или судами, продолжающими непрерывное преследование.

6. Освобождение судна, задержанного в пределах юрисдикции какого-либо государства и конвоируемого в порт этого государства с целью проведения расследования компетентными властями, не может быть потребовано только потому, что судно и его конвоир пересекли какую-либо часть открытого моря, когда обстоятельства сделали это пересечение необходимым.

7. Если судно было остановлено или задержано в открытом море в условиях, которые не оправдывают осуществление права преследования, ему должны быть возмещены вред и убытки.

Статья 24

Каждое государство обязано издавать правила для предупреждения загрязнения морской воды нефтью с кораблей или из трубопроводов или в результате разработки или разведки поверхности морского дна или его недр, принимая при этом во внимание постановления действующих договоров по данному вопросу.

Статья 25

1. Каждое государство обязано принимать меры для предупреждения загрязнения моря от погружения радиоактивных отходов, с учетом всех норм и правил, которые могут быть выработаны компетентными международными организациями.

2. Все государства обязаны сотрудничать с компетентными международными организациями в принятии мер по предупреждению загрязнения моря или воздушного пространства над морем в результате

всякой деятельности, которая включает применение радиоактивных материалов или других вредоносных веществ.

Статья 26

1. Каждое государство имеет право прокладывать по дну открытого моря подводные кабели и трубопроводы.

2. Прибрежное государство не может препятствовать прокладке или поддержанию подводных кабелей или трубопроводов на континентальном шельфе, кроме тех случаев, когда оно осуществляет свое право принимать разумные меры для разведки континентального шельфа и разработки его естественных богатств.

3. Прокладывая эти кабели или трубопроводы, указанное государство обязано принимать должным образом во внимание уже проложенные по дну моря кабели и трубопроводы. В частности, оно не должно препятствовать возможности производить ремонт существующих кабелей и трубопроводов.

Статья 27

Каждое государство обязано принимать необходимые законодательные меры, предусматривающие, что разрыв или повреждение подводного кабеля в открытом море каким-либо судном, плавающим под его флагом, или каким-либо лицом, подчиненным его юрисдикции, совершаемые намеренно или в силу преступной небрежности таким образом, что могут прервать или затруднить телеграфную или телефонную связь, и, равным образом, разрыв или повреждение подводного трубопровода или высоковольтного кабеля при подобных обстоятельствах являются наказуемым деянием. Это постановление не относится к разрывам или повреждениям, причиняемым лицами, действующими исключительно с правомерной целью спасения своей жизни или своих судов, после принятия всех мер предосторожности для избежания таких разрывов или повреждений.

Статья 28

Каждое государство обязано принимать необходимые законодательные меры, предусматривающие, что, если находящиеся под его юрисдикцией лица, которым принадлежит подводный кабель или трубопровод в открытом море, причиняют при прокладке или ремонте этого кабеля или трубопровода разрыв или повреждение другого кабеля или трубопровода, они несут соответствующие расходы по ремонту.

Статья 29

Каждое государство обязано принимать необходимые законодательные меры для того, чтобы владельцы судов, которые могут доказать, что они пожертвовали якорем, сетью или какой-либо другой рыболовной снастью во избежание повреждения подводного кабеля или трубопровода, могли получить возмещение от владельца этого кабеля или трубопровода при том условии, что ими предварительно были приняты все разумные меры предосторожности.

Статья 30

Постановления настоящей Конвенции не затрагивают конвенций или других международных соглашений, действующих в отношениях между государствами-сторонами этих конвенций или соглашений.

Статья 31

Настоящая Конвенция открыта до 31 октября 1958 года для подписания ее всеми государствами-членами Организации Объединенных Наций или любого из специализированных учреждений и любым другим государством, которое будет приглашено Генеральной Ассамблеей стать стороной Конвенции.

Статья 32

Настоящая Конвенция подлежит ратификации. Акты ратификации депонируются у Генерального Секретаря Организации Объединенных Наций.

Статья 33

Настоящая Конвенция остается открытой для присоединения к ней государств, принадлежащих к любой из категорий, упомянутых в статье 31. Акты присоединения депонируются у Генерального Секретаря Организации Объединенных Наций.

Статья 34

1. Настоящая Конвенция вступает в силу на тридцатый день, считая со дня, следующего за датой депонирования у Генерального Секретаря Организации Объединенных Наций двадцать второго акта ратификации или присоединения.

2. В отношении каждого государства, ратифицировавшего Конвенцию или присоединившегося к ней после депонирования двадцать второго акта ратификации или присоединения, Конвенция вступает в силу на тридцатый день после депонирования этим государством своего акта ратификации или присоединения.

Статья 35

1. По истечении пяти лет со дня вступления настоящей Конвенции в силу каждая из Договаривающихся Сторон может в любое время посредством письменного заявления на имя Генерального Секретаря Организации Объединенных Наций просить о пересмотре настоящей Конвенции.

2. Генеральная Ассамблея Организации Объединенных Наций постановляет, в соответствующих случаях, о подлежащих принятию в связи с этим заявлением мерах.

Статья 36

Генеральный Секретарь Организации Объединенных Наций сообщает всем государствам-членам Организации Объединенных Наций и другим государствам, упомянутым в статье 31:

a) о каждом подписании настоящей Конвенции и о депонировании актов ратификации или присоединения, согласно статьям 31, 32 и 33;

b) о дате вступления настоящей Конвенции в силу, согласно статье 34;

c) о просьбах о пересмотре, согласно статье 35.

Статья 37

Подлинник настоящей Конвенции, русский, английский, испанский, китайский и французский тексты которого являются равно аутентичными, депонируется у Генерального Секретаря Организации Объединенных Наций, который рассылает завереиные копии всем государствам, упомянутым в статье 31.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся представители, должным образом на то уполномоченные своими правительствами, подписали настоящую Конвенцию.

СОВЕРШЕНО в Женеве двадцать девятого апреля тысяча девятьсот пятьдесят восьмого года.

CONFERENCIA DE LAS NACIONES UNIDAS SOBRE EL DERECHO DEL MAR

CONVENCION
SOBRE LA ALTA MAR

NACIONES UNIDAS

1958

TIAS 5200

Anexo II

CONVENCION SOBRE LA ALTA MAR

Los Estados Partes en esta Convención,

Deseando codificar las normas de derecho internacional referentes a la alta mar,

Reconociendo que la Conferencia de las Naciones Unidas sobre el Derecho del Mar, celebrada en Ginebra del 24 de febrero al 27 de abril de 1958, aprobó las disposiciones siguientes como declaratorias en términos generales de los principios establecidos de derecho internacional,

Han convenido en lo siguiente:

Artículo 1

Se entenderá por "alta mar" la parte del mar no perteneciente al mar territorial ni a las aguas interiores de un Estado.

Artículo 2

Estando la alta mar abierta a todas las naciones, ningún Estado podrá pretender legítimamente someter cualquier parte de ella a su soberanía. La libertad de la alta mar se ejercerá en las condiciones fijadas por estos artículos y por las demás normas del derecho internacional. Comprenderá, entre otras, para los Estados con litoral o sin él:

1) La libertad de navegación;

2) La libertad de pesca;

3) La libertad de tender cables y tuberías submarinos;

4) La libertad de volar sobre la alta mar.

Estas libertades, y otras reconocidas por los principios generales del derecho internacional, serán ejercidas por todos los Estados con la debida consideración para con los intereses de otros Estados en su ejercicio de la libertad de alta mar.

Artículo 3

1. Para gozar de la libertad del mar en igualdad de condiciones con los Estados ribereños, los Estados sin litoral deberán tener[1] libre acceso al mar. A tal fin, los Estados situados entre el mar y un Estado sin litoral garantizarán, de común acuerdo con este último y en conformidad con las convenciones internacionales existentes:

a) Al Estado sin litoral, en condiciones de reciprocidad, el libre tránsito por su territorio;

b) A los buques que enarbolen la bandera de este Estado el mismo trato que a sus propios buques o a los buques de cualquier otro Estado, en cuanto a la entrada a los puertos marítimos y a su utilización.

2. Los Estados situados entre el mar y un Estado sin litoral reglamentarán, de acuerdo con éste, teniendo en cuenta los derechos

[1] Las palabras "deberán tener" equivalen a "should have" en inglés.

del Estado ribereño o de tránsito y las particularidades del Estado sin litoral, todo lo relativo a la libertad de tránsito y a la igualdad de trato en los puertos en caso de que tales Estados no sean ya partes en las convenciones internacionales existentes.

Artículo 4

Todos los Estados con litoral o sin él tienen el derecho de que naveguen en alta mar los buques que enarbolen su bandera.

Artículo 5

1. Cada Estado establecerá los requisitos necesarios para conceder su nacionalidad a los buques, así como para que puedan ser inscritos en su territorio en un registro y tengan el derecho de enarbolar su bandera. Los buques poseen la nacionalidad del Estado cuya bandera están autorizados a enarbolar. Ha de existir una relación auténtica entre el Estado y el buque; en particular, el Estado ha de ejercer efectivamente su jurisdicción y su autoridad sobre los buques que enarbolen su pabellón, en los aspectos administrativo, técnico y social.

2. Cada Estado expedirá, para los buques a los que haya concedido el derecho de enarbolar su pabellón, los documentos procedentes.

Artículo 6

1. Los buques navegarán con la bandera de un solo Estado y, salvo en los casos excepcionales previstos de un modo expreso en los tratados internacionales o en los presentes artículos, estarán sometidos, en alta mar, a la jurisdicción exclusiva de dicho Estado. No se podrá efectuar ningún cambio de bandera durante un viaje ni en una escala, excepto como resultado de un cambio efectivo de la propiedad o en el registro.

2. El buque que navegue bajo las banderas de dos o más Estados, utilizándolas a su conveniencia, no podrá ampararse en ninguna de esas nacionalidades frente a un tercer Estado y podrá ser considerado como buque sin nacionalidad.

Artículo 7

Las disposiciones de los artículos precedentes no prejuzgan en nada la cuestión de los buques que estén al servicio oficial de una organización intergubernamental y enarbolen la bandera de la organización.

Artículo 8

1. Los buques de guerra que naveguen en alta mar gozarán de completa inmunidad de jurisdicción respecto de cualquier Estado que no sea el de su bandera.

2. A los efectos de estos artículos, se entiende por buques de guerra los que pertenecen a la marina de guerra de un Estado y ostentan los signos exteriores distintivos de los buques de guerra de su nacionalidad. El comandante del buque ha de estar al servicio del Estado y su nombre ha de figurar en el escalafón de oficiales de la Armada. La tripulación ha de estar sometida a la disciplina naval militar.

Artículo 9

Los buques pertenecientes a un Estado o explotados por él, y destinados exclusivamente a un servicio oficial no comercial, gozarán, cuando estén en alta mar, de una completa inmunidad de jurisdic-

ción respecto de cualquier Estado que no sea el de su bandera.

Artículo 10

1. Todo Estado dictará, para los buques que tengan derecho a enarbolar su bandera, las disposiciones que sean necesarias para garantizar la seguridad en el mar, sobre todo por lo que respecta a:

a) La utilización de las señales, el mantenimiento de las comunicaciones y la prevención de los abordajes;

b) La tripulación del buque y sus condiciones de trabajo, habida cuenta de los instrumentos internacionales aplicables en materia de trabajo;

c) La construcción, el equipo y las condiciones de navegabilidad del buque.

2. Al dictar estas disposiciones, los Estados tendrán en cuenta las normas internacionales generalmente aceptadas. Tomarán las medidas necesarias para garantizar la observancia de dichas disposiciones.

Artículo 11

1. En caso de abordaje o de cualquier otro accidente de navegación ocurrido a un buque en alta mar, que pueda entrañar una responsabilidad penal o disciplinaria para el capitán o para cualquier otra persona al servicio del buque, las sanciones penales y disciplinarias contra esas personas sólo se podrán ejercitar ante las autoridades judiciales o administrativas del Estado cuya bandera enarbolaba el buque o ante las del Estado de que dichas personas sean nacionales.

2. En materia disciplinaria, el Estado que haya expedido un certificado de mando, o un certificado o licencia de competencia, podrá, siguiendo el procedimiento jurídico correspondiente, decretar la retirada de esos títulos incluso si el titular no es nacional del Estado que los expidió.

3. No podrá ser ordenado ningún embargo ni retención sobre el buque, ni siquiera como medida de instrucción, por otras autoridades que las del Estado cuya bandera enarbola el buque.

Artículo 12

1. Los Estados deberán obligar a los capitanes de los buques que naveguen bajo su bandera a que, siempre que puedan hacerlo sin grave peligro para el buque, su tripulación o sus pasajeros:

a) Presten auxilio a toda persona que se encuentre en peligro de desaparecer en el mar;

b) Se dirijan a toda la velocidad posible a prestar auxilio a las personas que estén en peligro, en cuanto sepan que necesitan socorro y siempre que tengan una posibilidad razonable de hacerlo;

c) En caso de abordaje, presten auxilio al otro buque, a su tripulación y a sus pasajeros, y, cuando sea posible, comuniquen al otro buque el nombre del suyo, el puerto de inscripción y el puerto más próximo en que hará escala.

2. El Estado ribereño fomentará la creación y el mantenimiento de un servicio de búsqueda y salvamento adecuado y eficaz, en relación con la seguridad en el mar y—cuando las circunstancias lo exijan—cooperará para ello con los Estados vecinos mediante acuerdos mutuos regionales.

Artículo 13

Todo Estado estará obligado a tomar medidas eficaces para impedir y castigar el transporte de esclavos en buques autorizados para enarbolar su bandera y para impedir que con ese propósito se use ilegalmente su bandera. Todo esclavo que se refugie en un buque, sea cual fuere su bandera, quedará libre *ipso facto.*

Artículo 14

Todos los Estados deberán cooperar en toda la medida de lo posible a la represión de la piratería en alta mar o en cualquier otro lugar que no se halle bajo la jurisdicción de ningún Estado.

Artículo 15

Constituyen actos de piratería los enumerados a continuación:

1) Todo acto ilegal de violencia, de detención o de depredación cometido con un propósito personal por la tripulación o los pasajeros de un buque privado o de una aeronave privada, y dirigido:

a) Contra un buque o una aeronave en alta mar o contra personas o bienes a bordo de ellos;

b) Contra un buque o una aeronave, personas o bienes situados en un lugar no sometido a la jurisdicción de ningún Estado;

2) Todo acto de participación voluntaria en la utilización de un buque o de una aeronave, cuando el que lo cometa tenga conocimiento de hechos que den a dicho buque o aeronave el carácter de buque o aeronave pirata;

3) Toda acción que tenga por objeto incitar o ayudar intencionalmente a cometer los actos definidos en los párrafos 1 y 2 de este artículo.

Artículo 16

Se asimilan a los actos cometidos por un buque privado los actos de piratería definidos en el artículo 15, perpetrados por un buque de guerra o un buque del Estado o una aeronave del Estado cuya tripulación se haya amotinado y apoderado del buque o de la aeronave.

Artículo 17

Se consideran buques y aeronaves piratas los destinados, por las personas bajo cuyo mando efectivo se encuentran, a cometer cualquiera de los actos previstos por el artículo 15. Se consideran también piratas los buques y aeronaves que hayan servido para cometer dichos actos, mientras se encuentren bajo el mando efectivo de las personas culpables de esos actos.

Artículo 18

Un buque o una aeronave podrá conservar su nacionalidad, no obstante haberse convertido en buque o en aeronave pirata. La conservación y la pérdida de la nacionalidad se rigen por la ley del Estado que la haya concedido.

Artículo 19

Todo Estado puede apresar en alta mar, o en cualquier otro lugar no sometido a la jurisdicción de ningún Estado, a un buque o a una aeronave pirata, o a un buque capturado a consecuencia de actos de piratería que esté en poder de piratas, y detener a las personas e incautarse de los bienes que se en-

cuentren a bordo de dicho buque o aeronave. Los tribunales del Estado que haya efectuado la presa podrán decidir las penas que deban imponerse y las medidas que haya que tomar respecto de los buques, las aeronaves y los bienes, dejando a salvo los intereses legítimos de terceros de buena fe.

Artículo 20

Cuando un buque o una aeronave sea apresado por sospechas de piratería, sin fundamento suficiente, el Estado que lo haya apresado será responsable ante el Estado de la nacionalidad del buque o de la aeronave de todo perjuicio o daño causados por la captura.

Artículo 21

Sólo los buques de guerra y las aeronaves militares, u otros buques o aeronaves al servicio de un gobierno autorizados a tal fin, podrán llevar a cabo capturas por causa de piratería.

Artículo 22

1. Salvo cuando los actos de injerencia se ejecuten en virtud de facultades concedidas por tratados, un buque de guerra que encuentre un buque mercante extranjero en alta mar no tiene derecho a efectuar en él ningún registro a menos que haya motivo fundado para creer:

a) Que dicho buque se dedica a la piratería; o

b) Que el buque se dedica a la trata de esclavos; o

c) Que el buque tiene en realidad la misma nacionalidad que el buque de guerra, aunque haya izado una bandera extranjera o se haya negado a izar bandera.

2. En los casos de los incisos *a*), *b*) y *c*), el buque de guerra podrá proceder a la comprobación de los documentos que autoricen el uso de la bandera. Para ello podrá enviar un bote al buque sospechoso, al mando de un oficial. Si aun después del examen de los documentos persistiesen las sospechas, podrá proceder a otro examen a bordo del buque, que deberá llevarse a efecto con todas las atenciones posibles.

3. Si las sospechas no resultaren fundadas, y siempre que el buque detenido no hubiere cometido ningún acto que las justifique, dicho buque tendrá derecho a ser indemnizado por todo perjuicio o daño sufridos.

Artículo 23

1. El Estado ribereño podrá emprender la persecución de un buque extranjero cuando tenga motivos fundados para creer que ha cometido una infracción de sus leyes y reglamentos. La persecución habrá de empezar mientras el buque extranjero o una de sus lanchas se encuentre en las aguas interiores o en el mar territorial o en la zona contigua del Estado del buque perseguidor, y podrá continuar fuera del mar territorial o de la zona contigua a condición de que no se haya interrumpido. No es necesario que el buque que da la orden de detenerse a un buque extranjero que navega por el mar territorial o por la zona contigua se encuentre también en ellos en el momento en que el buque interesado reciba dicha orden. Si el buque extranjero se encontrase en una zona contigua, tal como está definida en el artículo 24 de la Convención sobre el Mar Territorial y

la Zona Contigua, la persecución no se podrá emprender más que por atentado a los derechos para cuya protección fué creada dicha zona.

2. El derecho de persecución cesará en el momento en que el buque perseguido entre en el mar territorial del país a que pertenece o en el de una tercera Potencia.

3. La persecución no se considerará comenzada hasta que el buque perseguidor haya comprobado, por los medios prácticos de que disponga, que el buque perseguido o una de sus lanchas u otras embarcaciones que trabajen en equipo utilizando el buque perseguido como buque madrina se encuentran dentro de los límites del mar territorial o, si es del caso, en la zona contigua. No podrá darse comienzo a la persecución mientras no se haya emitido la señal de detenerse, visual o auditiva, desde una distancia que permita al buque interesado oírla o verla.

4. El derecho de persecución sólo podrá ser ejercido por buques de guerra o por aeronaves militares, o por otros buques o aeronaves, destinados al servicio de un gobierno y especialmente autorizados a tal fin.

5. Cuando la persecución sea efectuada por una aeronave:

a) Las disposiciones de los párrafos 1 a 3 de este artículo se aplicarán *mutatis mutandis* a esta forma de persecución;

b) La aeronave que haya dado la orden de detención habrá de continuar activamente la persecución del buque hasta que un buque o aeronave del Estado ribereño llamado por ella llegue y la continúe, salvo si la aeronave puede por sí sola detener al buque. Para justificar la visita y registro de un buque en alta mar no basta que la aeronave lo haya descubierto cometiendo una infracción, o que tenga sospechas de que la ha cometido, si no le ha dado la orden de detenerse y no ha emprendido la persecución o no lo han hecho otras aeronaves o buques que continúan la persecución sin interrupción.

6. Cuando el buque sea detenido en un lugar sometido a la jurisdicción de un Estado y escoltado hacia un puerto de este Estado a los efectos de una investigación por las autoridades competentes, no se podrá exigir que sea puesto en libertad por el solo hecho de que el buque y su escolta hayan atravesado una parte de alta mar, si las circunstancias han impuesto dicha travesía.

7. Cuando un buque sea interceptado o detenido en alta mar en circunstancias que no justifiquen el ejercicio del derecho de persecución, se le resarcirá todo perjuicio o daño que haya sufrido por dicha detención o intercepción.

Artículo 24

Todo Estado está obligado a dictar disposiciones para evitar la contaminación de las aguas por los hidrocarburos vertidos de los buques, desprendidos de las tuberías submarinas o producidos por la explotación y exploración del suelo y del subsuelo submarinos, teniendo en cuenta las disposiciones de los convenios existentes en la materia.

Artículo 25

1. Todo Estado está obligado a tomar medidas para evitar la con-

taminación del mar debida a la inmersión de desperdicios radioactivos, teniendo en cuenta las normas y reglamentaciones que puedan dictar los organismos internacionales competentes.

2. Todos los Estados están obligados a colaborar con los organismos internacionales competentes en la adopción de medidas para evitar la contaminación del mar y del espacio aéreo superyacente resultante de cualesquiera actividades realizadas con sustancias radioactivas o con otros agentes nocivos.

Artículo 26

1. Todo Estado tiene el derecho de tender sobre el lecho de la alta mar cables y tuberías submarinos.

2. Sin perjuicio de su derecho de tomar medidas adecuadas para la exploración de la plataforma continental y la explotación de sus recursos naturales, el Estado ribereño no podrá impedir que se tiendan cables o tuberías submarinos ni que se proceda a su conservación.

3. Cuando tienda dichos cables o tuberías, el Estado de que se trate tendrá debidamente en cuenta los cables y tuberías ya instalados en el lecho del mar, y en particular la posibilidad de reparación de los cables o tuberías ya existentes.

Artículo 27

Todo Estado está obligado a tomar las medidas legislativas necesarias para que la ruptura o el deterioro, por un buque que enarbole su bandera o por una persona sometida a su jurisdicción, de un cable submarino en alta mar, causados voluntariamente o por negligencia culpable, que interrumpan u obstruyan las comunicaciones telegráficas o telefónicas, así como la ruptura o el deterioro, en las mismas condiciones, de un cable de alta tensión o de una tubería submarinos, constituyan infracciones susceptibles de sanción. Esta disposición no es aplicable a las rupturas ni a los deterioros cuyos autores sólo hubiesen tenido el propósito legítimo de proteger sus vidas o la seguridad de sus buques, después de haber tomado todas las precauciones necesarias para evitar la ruptura o el deterioro.

Artículo 28

Todo Estado está obligado a tomar las medidas legislativas necesarias para que las personas sometidas a su jurisdicción que sean propietarias de un cable o de una tubería en alta mar y que, al tender o reparar el cable o la tubería, causen la ruptura o deterioro de otro cable o de otra tubería, respondan del costo de su reparación.

Artículo 29

Todo Estado está obligado a tomar las medidas legislativas necesarias para que los propietarios de buques que puedan probar que han sacrificado un ancla, una red o cualquier otro aparejo de pesca para no causar daños a un cable o a una tubería submarinos, sean indemnizados por el propietario del cable o de la tubería, a condición de que hayan tomado previamente todas las medidas de precaución razonables.

Artículo 30

Las disposiciones de esta Convención no afectarán a las convenciones u otros acuerdos internacionales ya en vigor, en cuanto a las relaciones entre los Estados Partes en ellos.

Artículo 31

Esta Convención quedará abierta hasta el 31 de octubre de 1958 a la firma de todos los Estados Miembros de las Naciones Unidas o de cualquiera de los organismos especializados y de cualquier otro Estado invitado por la Asamblea General de las Naciones Unidas a suscribir la Convención.

Artículo 32

Esta Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 33

Esta Convención estará abierta a la adhesión de los Estados incluídos en cualquier categoría mencionada en el artículo 31. Los instrumentos de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 34

1. Esta Convención entrará en vigor el trigésimo día que siga a la fecha en que se haya depositado en poder del Secretario General de las Naciones Unidas el vigésimo segundo instrumento de ratificación o de adhesión.

2. Para cada uno de los Estados que ratifiquen la Convención o se adhieran a ella después de haberse depositado el vigésimo segundo instrumento de ratificación o de adhesión, la Convención entrará en vigor el trigésimo día después de que dicho Estado haya depositado su instrumento de ratificación o de adhesión.

Artículo 35

1. Una vez expirado el plazo de cinco años a partir de la fecha de entrada en vigor de esta Convención, las Partes Contratantes podrán pedir en todo momento, mediante una comunicación escrita dirigida al Secretario General de las Naciones Unidas, que se revise esta Convención.

2. La Asamblea General de las Naciones Unidas decidirá las medidas que corresponde tomar acerca de esa petición.

Artículo 36

El Secretario General de las Naciones Unidas comunicará a todos los Estados Miembros de las Naciones Unidas y a todos los demás Estados mencionados en el artículo 31:

a) Cuáles son los países que han firmado esta Convención y los que han depositado los instrumentos de ratificación o de adhesión, de conformidad con lo dispuesto en los artículos 31, 32 y 33;

b) En qué fecha entrará en vigor esta Convención, de conformidad con lo dispuesto en el artículo 34;

c) Las peticiones de revisión hechas de conformidad con el artículo 35.

Artículo 37

El original de esta Convención, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Secretario General de las Naciones Unidas, quien remitirá copias certificadas a todos los Estados mencionados en el artículo 31.

En testimonio de lo cual los Plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado esta Convención.

Hecho en Ginebra, a los veintinueve días del mes de abril de mil novecientos cincuenta y ocho.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
阿富汗
За Афганистан
POR EL AFGANISTÁN:

A. R. PAZHWAK
Oct. 30, 1958

FOR ALBANIA:
POUR L'ALBANIE:
阿爾巴尼亞
За Албанию
POR ALBANIA:

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷
За Аргентину
POR LA ARGENTINA:

A. LESCURE

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亞
За Австралию
POR AUSTRALIA:

E. Ronald WALKER
30th October 1958

FOR AUSTRIA:
POUR L'AUTRICHE:
奧地利
За Австрию
POR AUSTRIA:

Dr. Franz MATSCH
Oct. 27th 1958

FOR THE KINGDOM OF BELGIUM:
POUR LE ROYAUME DE BELGIQUE:
比利時王國
За Королевство Бельгии
POR EL REINO DE BÉLGICA:

TIAS 5200

For Bolivia:
Pour la Bolivie:
玻利維亞
За Боливию
Por Bolivia:

M. Tamayo
17th October, 1958

For Brazil:
Pour le Brésil:
巴西
За Бразилию
Por el Brasil:

For Bulgaria:
Pour la Bulgarie:
保加利亞
За Болгарию
Por Bulgaria:

Оговорка:

По статье 9: «Правительство Н. Р. Болгарии считает, что принцип международного права, согласно которому в открытом море судно подчиняется юрисдикции лишь того государства, под флагом которого оно плавает, относится без каких-либо ограничений ко всем государственным судам».

Заявление: «Правительство Н. Р. Болгарии считает, что определение пиратства, данное в Конвенции, не охватывает некоторые действия, которые по современному международному праву должны считаться пиратскими, и не отвечает интересам обеспечения свободы мореплавания на международных морских путях».

Д-р Вутов[1]
31st October 1958

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[1] *Translation by the Secretariat:*

Reservation to article 9: The Government of the People's Republic of Bulgaria considers that the principle of international law according to which ships have complete immunity from the jurisdiction of any State other than the flag State relates without any restriction to all government ships.

Declaration: The Government of the People's Republic of Bulgaria considers that the definition of piracy given in the Convention does not cover certain acts which under contemporary international law should be considered as acts of piracy and does not serve to ensure freedom of navigation on international sea routes.

Dr. Voutov

[1] *Traduction du Secrétariat:*

Réserve à l'article 9: Le Gouvernement de la République populaire de Bulgarie considère que le principe du droit international selon lequel un navire n'est soumis en haute mer qu'à la juridiction de l'Etat sous le pavillon duquel il navigue s'applique sans limitation d'aucune sorte à tous les navires d'Etat.

Déclaration: Le Gouvernement de la République populaire de Bulgarie considère que la définition de la piraterie donnée dans la Convention ne mentionne pas certains actes qui doivent être considérés comme actes de piraterie selon le droit international actuel et ne répond pas à la nécessité d'assurer la liberté de navigation sur les routes maritimes internationales.

Dr Voutov

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:

С оговоркой по статье 9* и заявлением.** Текст оговорки и заявление прилагаются.

К. Киселев'

30. X. 1958

* *По статье 9:* «Правительство Белорусской Советской Социалистической Республики считает, что принцип международного права, согласно которому в открытом море судно подчиняется юрисдикции лишь того государства, под флагом которого оно плавает, относится без каких-либо ограничений ко всем государственным судам».

** При подписании Конвенции об открытом море Правительство Белорусской Советской Социалистической Республики считает нужным заявить следующее: «Правительство Белорусской Советской Социалистической Республики считает, что определение пиратства, данное в Конвенции, не охватывает некоторые действия, которые по современному международному праву должны считаться пиратскими, и не отвечает интересам обеспечения свободы мореплавания на международных морских путях».

---

[1] *Translation by the Secretariat:* With a reservation * to article 9 and a declaration** ; texts of both attached.

K. KISELEV

* *Text of the reservation:*

To article 9: The Government of the Byelorussian Soviet Socialist Republic considers that the principle of international law according to which a ship on the high seas is not subject to any jurisdiction except that of the flag State applies without restriction to all government ships.

** *Text of the declaration:*

The Government of the Byelorussian Soviet Socialist Republic considers that the definition of piracy given in the Convention does not cover certain acts which under contemporary international law should be considered as acts of piracy and does not serve to ensure freedom of navigation on international sea routes.

[1] *Traduction du Secrétariat:* Réserve * à l'article 9 et déclaration **. Texte de la réserve et de la déclaration joint en annexe.

K. KISSELEV

* *Texte de la réserve:*

Article 9: Le Gouvernement de la République socialiste soviétique de Biélorussie considère que le principe du droit international selon lequel un navire n'est soumis en haute mer qu'à la juridiction de l'Etat sous le pavillon duquel il navigue s'applique sans limitation d'aucune sorte à tous les navires d'Etat.

** *Texte de la déclaration:*

Le Gouvernement de la République socialiste soviétique de Biélorussie considère que la définition de la piraterie donnée dans la Convention ne mentionne pas certains actes qui doivent être considérés comme actes de piraterie selon le droit international actuel et ne répond pas à la nécessité d'assurer la liberté de navigation sur les routes maritimes internationales.

FOR CAMBODIA:
POUR LE CAMBODGE:
高棉
За Камбоджу
POR CAMBOJA:

FOR CANADA:
POUR LE CANADA:
加拿大
За Канаду
POR EL CANADÁ:

George A. DREW

FOR CEYLON:
POUR CEYLAN:
錫蘭
За Цейлон
POR CEILÁN:

C. COREA
30/X/58

FOR CHILE:
POUR LE CHILI:
智利
За Чили
POR CHILE:

FOR CHINA:
POUR LA CHINE:
中國
За Китай
POR LA CHINA:

LIU CHIEH

YU-CHI HSUEH

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞
За Колумбию
POR COLOMBIA:

JUAN URIBE HOLGUÍN

JOSÉ JOAQUÍN CAICEDO CASTILLA

TIAS 5200

FOR COSTA RICA:
POUR LE COSTA-RICA:
哥斯大黎加
За Коста-Рику
POR COSTA RICA:

Raúl TREJOS FLORES

FOR CUBA:
POUR CUBA:
古巴
За Кубу
POR CUBA:

F. V. GARCÍA AMADOR

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯拉夫
За Чехословакию
POR CHECOESLOVAQUIA:

With the following reservation to article 9:

"The Government of the Czechoslovak Republic holds that under international law in force government ships operated for commercial purposes also enjoy on the high seas complete immunity from the jurisdiction of any State other than the flag State." *

Karel KURKA **

30 October 1958

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* *Traduction du Secrétariat:* Avec la réserve suivante à l'article 9: Le Gouvernement de la République tchécoslovaque estime qu'en vertu du droit international en vigueur, les navires d'Etat affectés à un service commercial jouissent aussi, en haute mer, d'une immunité complète de juridiction de la part de tout Etat autre que l'Etat du pavillon.

** *Declaration:* "The Government of the Czechoslovak Republic maintains that the notion of piracy as defined in the Convention is neither in accordance with the present international law nor with the interest of safeguarding the freedom of navigation on the high seas."

Traduction du Secrétariat: Déclaration—Le Gouvernement de la République tchécoslovaque soutient que la notion de piraterie, telle qu'elle est définie dans la Convention, n'est ni conforme au droit international actuel, ni de nature à protéger, comme il convient, la liberté de la navigation en haute mer.

FOR DENMARK:
POUR LE DANEMARK:
丹麥
За Данию
POR DINAMARCA:

Max SORENSEN

T. OLDENBURG

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多明尼加共和國
За Доминиканскую Республику
POR LA REPÚBLICA DOMINICANA:

A. ALVAREZ AYBAR

FOR ECUADOR:
POUR L'EQUATEUR:
厄瓜多
За Эквадор
POR EL ECUADOR:

FOR EL SALVADOR:
POUR LE SALVADOR:
薩爾瓦多
За Сальвадор
POR EL SALVADOR:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
阿比西尼亞
За Эфиопию
POR ETIOPÍA:

FOR THE FEDERATION OF MALAYA:
POUR LA FÉDÉRATION DE MALAISIE:
馬來亞聯邦
За Малайскую Федерацию
POR LA FEDERACIÓN MALAYA:

FOR FINLAND:
POUR LA FINLANDE:
芬蘭
За Финляндию
POR FINLANDIA:

G. A. GRIPENBERG
27 octobre 1958

FOR FRANCE:
POUR LA FRANCE:
法蘭西
За Францию
POR FRANCIA:

G. GEORGES-PICOT
30 octobre 1958

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
德意志聯邦共和國
За Федеративную Республику Германии
POR LA REPÚBLICA FEDERAL ALEMANA:

Werner DANKWORT
30 October 1958

FOR GHANA:
POUR LE GHANA:
迦納
За Гану
POR GHANA:

Richard QUARSHIE

K. B. ASANTE

FOR GREECE:
POUR LA GRÈCE:
希臘
За Грецию
POR GRECIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉
За Гватемалу
POR GUATEMALA:

L. AYCINENA SALAZAR

FOR HAITI:
POUR HAÏTI:
海地
За Гаити
POR HAITÍ:

RICAL

FOR THE HOLY SEE:
POUR LE SAINT-SIÈGE:
教廷
За Святейший Престол
POR LA SANTA SEDE:

P. DEMEUR
30.4.1958

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:

Subject to reservation* attached to article 9:[1]
Dr. SZITA János **
31.X.1958

FOR ICELAND:
POUR L'ISLANDE:
冰島
За Исландию
POR ISLANDIA:

H. G. ANDERSEN

FOR INDIA:
POUR L'INDE:
印度
За Индию
POR LA INDIA:

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* *Text of the reservation:*

"The Government of the Hungarian People's Republic is of the opinion that, according to the general rules of international law, ships owned or operated by a State and used on government service, whether commercial or noncommercial, enjoy on the high seas the same immunity as warships."

** *Declaration:*

"The Government of the Hungarian People's Republic declares that the definition of piracy as given in the Convention is not consistent with present international law and does not serve the general interests of the freedom of navigation on the high seas."

[1] *Traduction du Secrétariat:* Avec réserve * à l'article 9, dont texte joint en annexe.

Dr SZITA JÁNOS

* *Texte de la réserve:*

Le Gouvernement de la République populaire de Hongrie estime que, selon les règles générales du droit international, les navires appartenant à un Etat ou exploités par lui et affectés à un service gouvernemental, commercial ou non commercial, jouissent en haute mer de la même immunité que les navires de guerre.

** *Déclaration:*

Le Gouvernement de la République populaire de Hongrie déclare que la définition de la piraterie donnée dans la Convention n'est pas conforme au droit international actuel et ne répond pas à la nécessité d'assurer la liberté de navigation en haute mer.

FOR INDONESIA: [1]
POUR L'INDONÉSIE:
印度尼西亞
За Индонезию
POR INDONESIA:

Ahmad SOEBARDJO
8th May 1958

[1] Ratification deposited Aug. 10, 1961, with the following reservation:

". . . that the terms 'territorial sea' and 'international[2] waters' mentioned in the Convention, as far as the Republic of Indonesia is concerned, are interpreted in accordance with Article 1 of the Government Regulation in Lieu of an Act No. 4 of the Year 1960 (State Gazette 1960, No. 22) concerning Indonesian Waters, which, in accordance with Article 1 of the Act No. 1 of the Year 1961 (State Gazette 1961, No. 3) concerning the Enactment of All Emergency Acts and All Government Regulations in Lieu of an Act which were promulgated before January 1, 1961, has become Act, which Article word by word is as follows:

"*Article 1*

1. The Indonesian Waters consist of the territorial sea and the internal waters of Indonesia.
2. The Indonesian territorial sea is a maritime belt of a width of twelve nautical miles, the outer limit of which is measured perpendicular to the baselines or points on the baselines which consist of straight lines connecting the outermost points on the low water mark of the outermost islands or part of such islands comprising Indonesian territory with the provision that in case of straits of a width of not more than twenty four nautical miles and Indonesia is not the only coastal state the outer limit of the Indonesian territorial sea shall be drawn at the middle of the strait.
3. The Indonesian internal waters are all waters lying within the baselines mentioned in paragraph 2.
4. One nautical mile is sixty to one degree of latitude."

(Source: United Nations letter of Oct. 12, 1961, file no. C.N.122.1961. TREATIES—7.)

[2] Should read "internal". (Source: United Nations letter of Apr. 27, 1962, file no. C.N.73.1962. TREATIES—3.)

[Above footnotes added by the Department of State.]

FOR IRAN:
POUR L'IRAN:
伊朗
За Иран
POR IRÁN:

Subject to reservations[1]
Dr. A. MATINE-DAFTARY
May 28, 1958

[1] "En signant la Convention sur la haute mer, je fais les réserves suivantes:

"*l'article 2:* en ce qui concerne la phrase "aucun Etat ne peut légitimement prétendre en soumettre une partie quelconque à sa souveraineté", il est bien entendu que cette interdiction ne s'applique pas au plateau continental régi par l'article 2 de la Convention sur le plateau continental.

"*les articles 2, 3 et 4:* le Gouvernement iranien maintient l'exception d'incompétence opposée par sa délégation à la Conférence sur le droit de la mer, à la douzième séance plénière de la Conférence, tenue le 24 avril 1958, contre les articles recommandés par la Cinquième Commission de la Conférence et incorporés dans ces articles de la Convention sur la haute mer. Ainsi, le Gouvernement de l'Iran se réserve tous les droits en ce qui concerne le contenu de ces articles qui touche les pays dépourvus de littoral.

"*l'article 2, paragraphe 3—l'article 26, paragraphes 1 et 2:* les stipulations de ces articles traitant de la pose des câbles et des pipe-lines sous-marins seront sujettes à l'autorisation de l'Etat riverain en ce qui concerne le plateau continental."

Translation by the Secretariat: In signing the Convention on the High Seas, I make the following reservations:

Article 2. With respect to the words "no State may validly purport to subject any part of them to its sovereignty", it shall be understood that this prohibition does not apply to the continental shelf, which is governed by article 2 of the Convention on the Continental Shelf.

Articles 2, 3 and 4. The Iranian Government maintains the objection on the ground of excess of competence, expressed by its delegation at the twelfth plenary meeting of the Conference on the Law of the Sea on 24 April 1958, to the articles recommended by the Fifth Committee of the Conference and incorporated in the afore-mentioned articles of the Convention on the High Seas. The Iranian Government accordingly reserves all rights regarding the contents of these articles in so far as they relate to countries having no sea coast.

Article 2(3)—article 26, paragraphs 1 and 2. Application of the provisions of these articles relating to the laying of submarine cables and pipelines shall be subject to the authorization of the coastal State, in so far as the continental shelf is concerned.

FOR IRAQ:
POUR L'IRAK:
伊拉克
За Ирак
POR IRAK:

FOR IRELAND:
POUR L'IRLANDE:
愛爾蘭
За Ирландию
POR IRLANDA:

Frank AIKEN
2-10-1958

FOR ISRAEL:
POUR ISRAËL:
以色列
За Израиль
POR ISRAEL:

Shabtai ROSENNE

TIAS 5200

FOR ITALY:
POUR L'ITALIE:
義大利
За Италию
POR ITALIA:

FOR JAPAN:
POUR LE JAPON:
日本
За Японию
POR EL JAPÓN:

FOR THE HASHEMITE KINGDOM OF JORDAN:
POUR LE ROYAUME HACHÉMITE DE JORDANIE:
約但哈希米德王國
За Хашемитское Королевство Иордании
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:

FOR LAOS:
POUR LE LAOS:
寮國
За Лаос
POR LAOS:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩
За Ливан
POR EL LÍBANO:

N. SADAKA
29 mai 1958

TIAS 5200

FOR LIBERIA:
POUR LE LIBÉRIA:
賴比瑞亞
За Либерию
POR LIBERIA:

Rocheforte L. WEEKS
27/5/58

FOR LIBYA:
POUR LA LIBYE:
利比亞
За Ливию
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:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥
За Мексику
POR MÉXICO:

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:

Rishikesh SHAHA

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
荷蘭王國
За Королевство Нидерландов
POR EL REINO DE LOS PAÍSES BAJOS:

C. SCHURMANN
31 October 1958

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZÉLANDE:
紐西蘭
За Новую Зеландию
POR NUEVA ZELANDIA:

FOSS SHANAHAN
29 October 1958

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:

FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦
За Пакистан
POR EL PAKISTÁN:

Aly KHAN
31st October 1958

TIAS 5200

FOR PANAMA:
POUR LE PANAMA:
巴拿馬
За Панаму
POR PANAMÁ:

Carlos SUCRE C.
2.5.1958

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭
За Парагвай
POR EL PARAGUAY:

FOR PERU:
POUR LE PÉROU:
祕魯
За Перу
POR EL PERÚ:

FOR THE PHILIPPINE REPUBLIC:
POUR LA RÉPUBLIQUE DES PHILIPPINES:
菲律賓共和國
За Филиппинскую Республику
POR LA REPÚBLICA DE FILIPINAS:

FOR POLAND:
POUR LA POLOGNE:
波蘭
За Польшу
POR POLONIA:

"The Government of the Polish People's Republic considers that the rule expressed in article 9 applies to all ships owned or operated by a State." *

J. WINIEWICZ **

Oct., 31, 58

FOR PORTUGAL:
POUR LE PORTUGAL:
葡萄牙
За Португалию
POR PORTUGAL:

Sous réserve de ratification

Vasco Vieira GARIN

28 octobre 1958

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* *Traduction du Secrétariat:* Le Gouvernement de la République populaire de Pologne considère que la règle formulée dans l'article 9 s'applique à tous les navires appartenant à un Etat ou exploités par lui.

** *Declaration:* "The Government of the Polish People's Republic considers that the definition of piracy as contained in the Convention does not fully correspond with the present state of international law in this respect."

Traduction du Secrétariat: Le Gouvernement de la République populaire de Pologne considère que la définition de la piraterie donnée dans la Convention ne correspond pas entièrement à l'état actuel du droit international en la matière.

FOR ROMANIA:
POUR LA ROUMANIE:
羅馬尼亞
За Румынию
POR RUMANIA:

Sous la réserve suivante à l'article 9:

"Le Gouvernement de la République Populaire Roumaine estime que le principe du droit international selon lequel un navire n'est soumis en haute mer qu'à la juridiction de l'Etat sous le pavillon duquel il navigue s'applique à tous les navires d'Etat indifféremment du but en vue duquel ils sont utilisés." *

M. MAGHERU **

31 octobre 1958

FOR SAN MARINO:
POUR SAINT-MARIN:
聖馬利諾
За Сан-Марино
POR SAN MARINO:

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
沙烏地阿拉伯
За Саудовскую Аравию
POR ARABIA SAUDITA:

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* *Translation by the Secretariat:* With the following reservation to article 9: The Government of the Romanian People's Republic considers that the principle of international law according to which a ship on the high seas is not subject to any jurisdiction except that of the flag State applies to all government ships regardless of the purpose for which they are used.

** *Déclaration:* "Le Gouvernement de la République Populaire Roumaine estime que la définition de la piraterie telle qu'elle est formulée dans l'article 15 de la Convention sur la haute mer ne comprend pas certaines actions qui, selon le droit international contemporain, doivent être considérées comme constituant des actes de piraterie."

Translation by the Secretariat: The Government of the Romanian People's Republic considers that the definition of piracy as given in article 15 of the Convention on the High Seas does not cover certain acts which under contemporary international law should be considered as acts of piracy.

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:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典
За Швецию
POR SUECIA:

TIAS 5200

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士
За Швейцарию
POR SUIZA:

Paul RUEGGER
24 mai 1958

FOR THAILAND:
POUR LA THAÏLANDE:
泰國
За Таиланд
POR TAILANDIA:

LUANG CHAKRAPANI SRISILVISUDDRI
Major General Dr. jur. Ambhorn SRIJAYANTA
Chapikorn SRESHTHAPUTRA

FOR TUNISIA:
POUR LA TUNISIE:
突尼西亞
За Тунис
POR TÚNEZ:

Mongi SLIM
Le 30 octobre 1958

FOR TURKEY:
POUR LA TURQUIE:
土耳其
За Турцию
POR TURQUÍA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:
烏克蘭蘇維埃社會主義共和國
За Украинскую Советскую Социалистическую Республику
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRANIA:

С оговоркой по статье 9° и заявлением.°° Текст оговорки и заявление прилагаются.

Л. Паламарчук[1]
30 October 1958

° *По статье 9:* «Правительство Украинской Советской Социалистической Республики считает, что принцип международного права, согласно которому в открытом море судно подчиняется юрисдикции лишь того государства, под флагом которого оно плавает, относится без каких-либо ограничений ко всем государственным судам».

°° При подписании Конвенции об открытом море Правительство Украинской Советской Социалистической Республики считает нужным заявить следующее: «Правительство Украинской Советской Социалистической Республики считает, что определение пиратства, данное в Конвенции, не охватывает некоторые действия, которые по современному международному праву должны считаться пиратскими, и не отвечает интересам обеспечения свободы мореплавания на международных морских путях».

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[1] *Translation by the Secretariat:* With a reservation * to article 9 and a declaration; ** texts of both attached.

L. PALAMARCHUK

* *Text of the reservation:*

To article 9: The Government of the Ukrainian Soviet Socialist Republic considers that the principle of international law according to which a ship on the high seas is not subject to any jurisdiction except that of the flag State applies without restriction to all government ships.

** *Text of the declaration:*

The Government of the Ukrainian Soviet Socialist Republic considers that the definition of piracy given in the Convention does not cover certain acts which under contemporary international law should be considered as acts of piracy and does not serve to ensure freedom of navigation on international sea routes.

[1] *Traduction du Secrétariat:* Réserve * à l'article 9 et déclaration **. Texte de la réserve et de la déclaration joint en annexe.

L. PALAMARTCHOUK

* *Texte de la réserve:*

Article 9: Le Gouvernement de la République socialiste soviétique d'Ukraine considère que le principe du droit international selon lequel un navire n'est soumis en haute mer qu'à la juridiction de l'Etat sous le pavillon duquel il navigue s'applique sans limitation d'aucune sorte à tous les navires d'Etat.

** *Texte de la déclaration:*

Le Gouvernement de la République socialiste soviétique d'Ukraine considère que la définition de la piraterie donnée dans la Convention ne mentionne pas certains actes qui doivent être considérés comme actes de piraterie selon le droit international actuel et ne répond pas à la nécessité d'assurer la liberté de navigation sur les routes maritimes internationales.

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邦
За Союз Советских Социалистических Республик
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

С оговоркой по статье 9* и заявлением.** Текст оговорки и заявление прилагаются.

В. Зорин[1]
30 October 1958

* *По статье 9:* «Правительство Союза Советских Социалистических Республик считает, что принцип международного права, согласно которому в открытом море судно подчиняется юрисдикции лишь того государства, под флагом которого оно плавает, относится без каких-либо ограничений ко всем государственным судам».

** При подписании Конвенции об открытом море Правительство Союза Советских Социалистических Республик считает нужным заявить следующее: «Правительство Союза Советских Социалистических Республик считает, что определение пиратства, данное в Конвенции, не охватывает некоторые действия, которые по современному международному праву должны считаться пиратскими, и не отвечает интересам обеспечения свободы мореплавания на международных морских путях».

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[1] *Translation by the Secretariat:* With a reservation * to article 9 and a declaration; ** texts of both attached. V. ZORIN

* *Text of the reservation:*

To article 9: The Government of the Union of Soviet Socialist Republics considers that the principle of international law according to which a ship on the high seas is not subject to any jurisdiction except that of the flag State applies without restriction to all government ships.

** *Text of the declaration:*

The Government of the Union of Soviet Socialist Republics considers that the definition of piracy given in the Convention does not cover certain acts which under contemporary international law should be considered as acts of piracy and does not serve to ensure freedom of navigation on international sea routes.

[1] *Traduction du Secrétariat:* Réserve * à l'article 9 et déclaration **. Texte de la réserve et de la déclaration joint en annexe. V. ZORINE

* *Texte de la réserve:*

Article 9: Le Gouvernement de l'Union des Républiques socialistes soviétiques considère que le principe du droit international selon lequel un navire n'est soumis en haute mer qu'à la juridiction de l'Etat sous le pavillon duquel il navigue s'applique sans limitation d'aucune sorte à tous les navires d'Etat.

** *Texte de la déclaration:*

Le Gouvernement de l'Union des Républiques socialistes soviétiques considère que la définition de la piraterie donnée dans la Convention ne mentionne pas certains actes qui doivent être considérés comme actes de piraterie selon le droit international actuel et ne répond pas à la nécessité d'assurer la liberté de navigation sur les routes maritimes internationales.

FOR THE UNITED ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE UNIE:
聯合阿拉伯共和國
За Объединенную Арабскую Республику
POR LA REPÚBLICA ARABE UNIDA:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
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 LA GRAN BRETAÑA E IRLANDA DEL NORTE:

Pierson DIXON
9 Sept. 1958

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
美利堅合衆國
За Соединенные Штаты Америки
POR LOS ESTADOS UNIDOS DE AMÉRICA:

Arthur H. DEAN
15 Sept. 1958

FOR URUGUAY:
POUR L'URUGUAY:
乌拉圭
За Уругвай
POR EL URUGUAY:

Víctor POMES

FOR VENEZUELA:
POUR LE VENEZUELA:
委內瑞拉
За Венесуэлу
POR VENEZUELA:

Ad referendum
Carlos SOSA RODRÍGUEZ
October 30th 1958

FOR VIET-NAM:
POUR LE VIETNAM:
越南
За Вьетнам
POR VIET-NAM:

FOR YEMEN:
POUR LE YÉMEN:
葉門
За Йемен
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
南斯拉夫
За Югославию
POR YUGOESLAVIA:

Avec la réserve de ratification
Milan BARTOS
V. POPOVIC

WHEREAS the Senate of the United States of America by their resolution of May 26, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention;

WHEREAS the said Convention was duly ratified by the President of the United States of America on March 24, 1961, in pursuance of the said advice and consent of the Senate;

WHEREAS it is provided in Article 34 of the said Convention that the Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary General of the United Nations;

WHEREAS instruments of ratification were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: Poland, with a reservation, on October 31, 1958, Afghanistan on April 28, 1959, the United Kingdom of Great Britain and Northern Ireland, with a declaration, on March 14, 1960, Haiti on March 29, 1960, the Union of Soviet Socialist Republics, with a reservation and a declaration, on November 22, 1960, the Ukrainian Soviet Socialist Republic, with a reservation and a declaration, on January 12, 1961, the Byelorussian Soviet Socialist Republic, with a reservation and a declaration on February 27, 1961, the United States of America on April 12, 1961, Indonesia, with a reservation, on August 10, 1961, Venezuela on August 15, 1961, Czechoslovakia, with a reservation and a declaration, on August 31, 1961, Israel on September 6, 1961, Guatemala on November 27, 1961, Hungary, with a reservation and a declaration on December 6, 1961, Rumania, with a reservation and a declaration, on December 12, 1961, and Bulgaria, with a reservation and a declaration on August 31, 1962; instruments of accession were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: Cambodia on March 21, 1960, the Federation of Malaya on December 21, 1960, Senegal on April 25, 1961, and the Malagasy Republic on July 31, 1962; and the Secretary General of the United Nations was informed in a communication received on June 26, 1961 from Nigeria and in a communication received on March 13, 1962 from Sierra Leone that those Governments consider themselves bound by the Convention;

AND WHEREAS, pursuant to the aforesaid provision of Article 34 of the said Convention, the Convention entered into force on September 30, 1962;

NOW, THEREFORE, be it known that I, John F. Kennedy, President of the United States of America, do hereby proclaim and make public the said Convention to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after September 30, 1962, 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 ninth day of November in the year of our Lord one thousand nine hundred sixty-two and of the Independence of the United States of America the one hundred eighty-seventh.

[SEAL]

JOHN F KENNEDY

By the President:
DEAN RUSK
Secretary of State

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Peace Corps Program in North Borneo

Agreement effected by exchange of notes
Signed at London October 25, 1962;
Entered into force October 25, 1962.

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

No. 30

MY LORD:

I have the honor to refer to recent conversations between Representatives of the Government of the United States of America and of the Government of North Borneo and to put to the Government of the United Kingdom of Great Britain and Northern Ireland the following proposals with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Government of North Borneo, would live and work for periods of time in North Borneo.

1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of North Borneo and approved by the Government of the United States to perform tasks agreed by both Governments. The Volunteers will work under the immediate supervision of governmental or private organizations in North Borneo designated by the Government of North Borneo and the Government of the United States. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks.

2. The Government of North Borneo 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 North Borneo; 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 North Borneo will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside North Borneo, from import duty on their personal property introduced into North Borneo

for their own use at or about their time of arrival and up to three months after their arrival, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and 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 the Government of the United States and the Government of North Borneo may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of North Borneo will exempt from customs duties and charges all equipment and supplies introduced into North Borneo, and from any other taxes, all equipment and supplies introduced into or acquired in North Borneo, by the Peace Corps or by any contractor acting on behalf of the Peace Corps and financed by the United States Government, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of North Borneo will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations acting on behalf of the Peace Corps and performing functions hereunder financed by the Government of the United States as are acceptable to the Government of North Borneo. The Government of North Borneo will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside North Borneo, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and other charges included in the prices of equipment, supplies and services. The Government of North Borneo will accord the Peace Corps Representative and his staff and personnel of United States private organizations acting on behalf of the Peace Corps and financed by 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 North Borneo for their own use as is accorded Volunteers hereunder.

5. The Government of North Borneo will exempt from currency controls, in respect of repatriation, all funds introduced into North Borneo for use hereunder by the Government of the United States or contractors financed by it.

6. Appropriate representatives of the Government of North Borneo and the Government of the United States may make from time to time such arrangements with respect to the Peace Corps Volunteers and Peace Corps programs in North Borneo 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 proposals are acceptable to the Government of the United Kingdom of Great Brit-

ain and Northern Ireland, this note and Your Lordship'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 Lordship's reply and shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it.

Accept, My Lord, the renewed assurances of my highest consideration.

DAVID BRUCE

AMERICAN EMBASSY, LONDON
October 25, 1962.

The Right Honorable
THE EARL OF HOME,
Secretary of State for Foreign Affairs,
Foreign Office, S.W.1.

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

FOREIGN OFFICE, S.W.1.
October 25, 1962.

YOUR EXCELLENCY,

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

"I have the honour to refer to recent conversations between Representatives of the Government of the United States of America and of the Government of North Borneo and to put to the Government of the United Kingdom of Great Britain and Northern Ireland the following proposals with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Government of North Borneo, would live and work for periods of time in North Borneo.

1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of North Borneo and approved by the Government of the United States to perform tasks agreed by both Governments. The Volunteers will work under the immediate supervision of governmental or private organisations in North Borneo designated by the Government of North Borneo and the Government of the United States. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks.

2. The Government of North Borneo 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 North Borneo; and fully inform, consult and co-operate with representatives of the Government of the United States with respect to all matters concerning them. The Government of North Borneo will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside North Borneo, from import duty on their personal property introduced into North Borneo for their own use at or about their time of arrival and up to three months after their arrival, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and 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 the Government of the United States and the Government of North Borneo may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of North Borneo will exempt from customs duties and charges all equipment and supplies introduced into North Borneo and from any other taxes, all equipment and supplies introduced into or acquired in North Borneo, by the Peace Corps or by any contractor acting on behalf of the Peace Corps and financed by the United States Government, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of North Borneo will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organisations acting on behalf of the Peace Corps and performing functions hereunder financed by the Government of the United States as are acceptable to the Government of North Borneo. The Government of North Borneo will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside North Borneo, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and other charges included in the prices of equipment, supplies and services. The Government of North Borneo will accord the Peace Corps Representative and his staff and personnel of United States private organisations acting on behalf of the Peace Corps and financed by 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 North Borneo for their own use as is accorded Volunteers hereunder.

5. The Government of North Borneo will exempt from currency controls, in respect of repatriation, all funds introduced into North Borneo for use hereunder by the Government of the United States or contractors financed by it.

6. Appropriate representatives of the Government of North Borneo and the Government of the United States may make from time to time such arrangements with respect to the Peace Corps Volunteers and Peace Corps programmes in North Borneo 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 proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, this Note and Your Lordship'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 Lordship's reply and shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it."

I have the honour to inform you that the above proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with this reply, shall constitute an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America which shall enter into force on this day's date 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 honour to be, with the highest consideration,
Your Excellency's obedient Servant

(For the Secretary of State)
R M K Slater

His Excellency
The Honourable
David K. E. Bruce, C.B.E.,
etc., etc., etc.,
24/31, Grosvenor Square,
W.1.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Peace Corps Program in Sarawak

Agreement effected by exchange of notes
Signed at London October 25, 1962;
Entered into force October 25, 1962.

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

No. 31

MY LORD:

I have the honor to refer to recent conversations between Representatives of the Government of the United States of America and of the Government of Sarawak and to put to the Government of the United Kingdom of Great Britain and Northern Ireland the following proposals with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Government of Sarawak, would live and work for periods of time in Sarawak.

1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of Sarawak and approved by the Government of the United States to perform tasks agreed by both Governments. The Volunteers will work under the immediate supervision of governmental or private organizations in Sarawak designated by the Government of Sarawak and the Government of the United States. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks.

2. The Government of Sarawak 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 Sarawak; 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 Sarawak will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Sarawak, from import duty on their

personal property introduced into Sarawak for their own use at or about their time of arrival and up to three months after their arrival, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and 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 the Government of the United States and the Government of Sarawak may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Sarawak will exempt from customs duties and charges all equipment and supplies introduced into Sarawak, and from any other taxes, all equipment and supplies introduced into or acquired in Sarawak, by the Peace Corps or by any contractor acting on behalf of the Peace Corps and financed by the United States Government, for use hereunder.

4. To enable the Government of the United States to discharge its form their tasks effectively. The Government of Sarawak will exempt receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations acting on behalf of the Peace Corps and performing functions hereunder financed by the Government of the United States as are acceptable to the Government of Sarawak. The Government of Sarawak will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Sarawak, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and other charges included in the prices of equipment, supplies and services. The Government of Sarawak will accord the Peace Corps Representative and his staff and personnel of United States private organizations acting on behalf of the Peace Corps and financed by 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 Sarawak for their own use as is accorded Volunteers hereunder.

5. The Government of Sarawak will exempt from currency controls, in respect of repatriation, all funds introduced into Sarawak for use hereunder by the Government of the United States or contractors financed by it.

6. Appropriate representatives of the Government of Sarawak and the Government of the United States may make from time to time such arrangements with respect to the Peace Corps Volunteers and Peace Corps programs in Sarawak 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 proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, this note and Your Lordship'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 Lordship's reply and shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it.

Accept, My Lord, the renewed assurances of my highest consideration.

AMERICAN EMBASSY, LONDON
October 25, 1962

DAVID BRUCE

The Right Honorable
THE EARL OF HOME,
Secretary of State for Foreign Affairs,
Foreign Office, S.W. 1

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

FOREIGN OFFICE, S.W. 1.
October 25, 1962.

YOUR EXCELLENCY,

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

"I have the honour to refer to recent conversations between Representatives of the Government of the United States of America and the Government of Sarawak and to put to the Government of the United Kingdom of Great Britain and Northern Ireland the following proposals with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Government of Sarawak, would live and work for periods of time in Sarawak.

1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of Sarawak and approved by the Government of the United States to perform tasks agreed by both Governments. The Volunteers will work under the immediate supervision of governmental or private organisations in Sarawak designated by the Government of Sarawak and the Government of the United States. The Government of the United States will provide training to enable the Volunteers to perform more effectively these agreed tasks.

2. The Government of Sarawak 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 Sarawak; and fully inform, consult and co-operate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Sarawak will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Sarawak, from import duty on their personal property introduced into Sarawak for their own use at or about their time of arrival and up to three months after their arrival, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and 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 the Government of the United States and the Government of Sarawak may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Sarawak will exempt from customs duties and charges all equipment and supplies introduced into Sarawak, and from any other taxes, all equipment and supplies introduced into or acquired in Sarawak, by the Peace Corps or by any contractor acting on behalf of the Peace Corps and financed by the United States Government, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Sarawak will receive a representative of the Peace Corps and such staff of the representative and personnel of United States private organisations acting on behalf of the Peace Corps and performing functions hereunder financed by the Government of the United States as are acceptable to the Government of Sarawak. The Government of Sarawak will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Sarawak, and from all other taxes or other charges (including immigration fees) except licence fees and also except taxes and other charges included in the prices of equipment, supplies and services. The Government of Sarawak will accord the Peace Corps Representative and his staff and personnel of United States private organisations acting on behalf of the Peace Corps and financed by 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 Sarawak for their own use as is accorded Volunteers hereunder.

5. The Government of Sarawak will exempt from currency controls, in respect of repatriation, all funds introduced into Sarawak for use hereunder by the Government of the United States or contractors financed by it.

6. Appropriate representatives of the Government of Sarawak and the Government of the United States may make from time to time such arrangements with respect to the Peace Corps Volunteers and Peace Corps programs in Sarawak 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 proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, this note and Your Lordship'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 Lordship's reply and shall remain in force until ninety days after the date of written notification from either Government to the other of intention to terminate it."

I have the honour to inform you that the above proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with this reply, shall constitute an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America which shall enter into force on this date 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 honour to be, with the highest consideration,
Your Excellency's obedient Servant,

(For the Secretary of State)

R M K Slater

His Excellency
The Honourable
David K. E. Bruce, C.B.E.,
etc., etc., etc.,
24/31, Grosvenor Square,
W.1.

TIAS 5202

INDIA

Balloon Flights: Equatorial Air Currents Study

Agreement effected by exchanges of notes
Dated at New Delhi October 25, November 2 and 30, December 9, 1960, and February 7, 1961;
Entered into force February 7, 1961.

The American Embassy to the Ministry of External Affairs of India

No. 265

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to recent discussions between the scientific authorities of the United States and Indian Governments concerning a series of jointly-conducted flights of high altitude research balloons over southern India to be undertaken during the period December, 1960 to April, 1961, to study equatorial air currents.

The Embassy has the further honor to inform the Ministry that the United States Government now proposes that the program of equatorial balloon flights be undertaken and be conducted on the basis of the following understandings:

(1) That the program of equatorial balloon flights be jointly conducted by the cooperating agencies or their contractors as the two governments may designate in accordance with arrangements mutually agreed upon by the cooperating agencies.

(2) That the Government of India will provide without charge balloon launching and hangar [1] facilities for this project at Begumpet airport, Hyderabad.

(3) That all research balloon flights will be conducted in accordance with applicable air traffic control regulations of the Government of India.

(4) That all scientific information collected during the research activities will be shared between the two Governments.

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[1] See *post*, pp. 2401, 2402.

(5) That the Government of India will take steps to facilitate the admission into India of U.S. personnel participating in the research program, as well as the entry into, and removal from, the territory of India, without payment of taxes, customs duties, or other charges, of all items of property provided by the United States or its contractor for use in connection with the research program. Such property will be subject to customs inspection except for a limited number of clearly marked boxes containing filter material, glass slides, or photographic film, which would be damaged by exposure if opened for customs inspection.

Upon receipt of a reply from the Ministry indicating that the foregoing proposal is acceptable to the Government of India, the Government of the United States will consider that this note and the Ministry's reply constitute an agreement between the two Governments which shall enter into force on the date of the Ministry's reply.

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

THE EMBASSY OF THE UNITED STATES OF AMERICA,
New Delhi, October 25, 1960.

The Ministry of External Affairs of India to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI.

No. F.52(8)-AMS/60. *November 2, 1960.*

The Ministry of External Affairs present their compliments to the Embassy of the United States of America in New Delhi and with reference to paragraph 5 of the Embassy's Note No. 265, dated the 25th October, 1960 regarding the grant of customs facilities for the equipment to be imported for Indo-U.S. high altitude Balloon Flight Project, have the honour to say that necessary instructions have been issued to the Collector of Customs, Bombay for granting all facilities for expeditious clearance of the equipment.

The Ministry of External Affairs take this opportunity to renew to the Embassy of the United States of America the assurances of their highest consideration.

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

The Ministry of External Affairs of India to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI.

No. F.52(8)-AMS/60. *November 30, 1960.*

The Ministry of External Affairs present their compliments to the Embassy of the United States of America in New Delhi and in continuation of this Ministry Note No. F.52(8)-AMS/60, dated the 2nd November 1960 regarding the collaboration with the United States of America in High Altitude Balloon Flights have the honour to say that the understandings stated in paragraphs 1, 3 and 4 of the Embassy's Note No. 265, dated the 25th October, 1960 are acceptable to this Ministry.

2. As regards paragraph 2 of the Embassy's Note referred to above, the Ministry of Defence have been requested for permission to use the Indian Air Force Recreation Hall at Begumpet for use as storage space for the project and their reply is awaited. This paragraph will, therefore, require a minor amendment by substituting the word "storage" for the word "hanger" The Embassy are, therefore, requested to agree to the minor amendment suggested above.

3. The Ministry of External Affairs take this opportunity to renew to the Embassy of the United States of America the assurances of their highest consideration.

The Embassy of the United States of America,
NEW DELHI.

The American Embassy to the Ministry of External Affairs of India

No. 369

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government of India and, with reference to the Ministry's Note No. F. 52(8)-AMS/60 of November 30, 1960, has the honor to state that the proposal of the Ministry that the term "storage facilities" be substituted for "hangar facilities" contained in paragraph 2 of the Embassy's Note No. 265 of October 25, 1960 is agreeable.

The Embassy has noted that the Ministry's note referred to above does not mention the understandings set forth in paragraph 5 of the Embassy's Note of October 25, 1960. The understandings contained in paragraph 5 are partially dealt with in the Ministry's Note No.

F. 52(8)-AMS/60 of November 2, 1960. The Embassy assumes that the remaining points set out in paragraph 5 of its Note of October 25, 1960, namely, the admission into India of United States personnel participating in the program and the removal from India of all items of property provided by the United States or its contractors in connection with the program, are likewise acceptable to the Government of India. It would, however, appreciate having the Ministry's assurance that this is the case.

The Embassy takes this opportunity to renew to the Ministry the assurance of its highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
New Delhi, December 9, 1960.

The Ministry of External Affairs of India to the American Embassy

MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI.
No. F.52(8)AMS/60 *Dated, the 7th February, 1961.*

The Ministry of External Affairs present their compliments to the Embassy of the United States of America and with reference to paragraph 2 of the Embassy's note No. 369, dated the 9th December, 1960 regarding the collaboration with the United States of America in High Altitude Balloon Flights have the honour to say the Government of India have no objection to the American personnel entering India for the purpose of the expedition and they have also agreed to afford necessary facilities and to exempt the goods from customs duty on import and re-export, subject to production of usual certificates. They have also permitted the use of the Recreational Hall at Begumpet Aerodrome as storage space for the project.

2. The Ministry of External Affairs take this opportunity to renew to the Embassy of the United States of America the assurances of their highest consideration.

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

MULTILATERAL

International Rice Commission

Amended Constitution adopted at the Seventh Session of the International Rice Commission at Saigon, November 16–20, 1960;
Approved by a resolution adopted November 23, 1961, at the Eleventh Session of the Conference of the Food and Agriculture Organization of the United Nations, held at Rome;
Entered into force November 23, 1961.

CONSTITUTION [1]
of the
INTERNATIONAL RICE COMMISSION

as amended by the Seventh Session of the International Rice Commission Saigon, Viet Nam (16–20 November 1960)

and

approved by the Eleventh Session of the Conference of the Food and Agriculture Organization of the United Nations Rome, Italy (4–24 November 1961)

PREAMBLE

The Fourth Session of the Conference of the Food and Agriculture Organization of the United Nations (hereinafter referred to as "the Organization"), having considered the recommendations of the Rice Meeting held in Baguio, Philippines, in March 1948, as approved in principle by the Council of the Organization at its meeting in April 1948, approved the establishment of an International Rice Commission (hereinafter referred to as "the Commission") in accordance with the provisions of the Draft Constitution drawn up at the Rice Meeting at Baguio.

ARTICLE I

Object

The object of the Commission, which is established within the framework of the Organization, shall be to promote national and international action with respect to production, conservation, distribution and consumption of rice, except matters relating to international trade.

ARTICLE II

Membership

Members of the Commission [2] shall be such Member Nations and

[1] This amended text of the Constitution of the International Rice Commission replaces the amended constitution approved Dec. 10, 1953 (TIAS 3046; 5 UST (pt. 2) 1687) and the amendments approved Nov. 18, 1955 (TIAS 4110; 9 UST 1247).

The amendments adopted at the Seventh Session entered into force Nov. 23, 1961.

[2] The Members of the Commission as of Nov. 27, 1961, were as follows: United States of America, Australia, Burma, Cambodia, Ceylon, Cuba, Dominican Republic, Ecuador, France, India, Indonesia, Iran, Italy, Japan, Republic of Korea, Laos, Malaya, Mexico, Netherlands, Nigeria, Pakistan, Paraguay, Philippines, Portugal, Thailand, United Arab Republic, United Kingdom, Venezuela, and Viet-Nam.

Associate Members of the Organization, as may accept this Constitution in accordance with the provisions of Article VIII hereof. As regards Associate Members, the Constitution of the Commission shall in accordance with the provision of Article XIV–5 of the Constitution of the Organization and Rule XXI–3 of the General Rules of the Organization be submitted by the Organization to the authority having responsibility for the international relations of such Associate Members.

ARTICLE III

Seat

The seat of the Commission shall be the same place as the seat of the headquarters of the Organization's Regional Office for Asia and the Far East.

ARTICLE IV

Functions

The Commission shall have the functions of:

a. keeping under review the scientific, technical and economic problems that bear upon the object of the Commission as stated in Article I;

b. encouraging and co-ordinating research on the above-mentioned problems and promoting its practical application;

c. undertaking, where necessary and appropriate, co-operative projects directed to the solution of the above-mentioned problems;

d. recommending to Members of the Commission, through the Director-General of the Organization, such national and international action as may appear to the Commission to be necessary or desirable for the solution of the above-mentioned problems;

e. recommending to the Director-General of the Organization the provision of technical assistance to Members of the Commission in measures directed to that end;

f. assembling, collating and disseminating, through the publications of the Organization or otherwise, information relating to the problems and activities pertinent to the functions of the Commission; and

g. transmitting at appropriate intervals to the Director-General a report embodying its views, recommendations and decisions, and making such other reports to the Director-General of the Organization on matters relating to the production, conservation, distribution and consumption of rice, as the Commission itself may consider expedient or the Director-General or the Conference of the Organization may request. Reports of the committees and working parties of the Commission established under Article VI shall be formally transmitted to the Director-General through the Commission.

Article V

Organization

1. Each Member of the Commission as defined in Article II hereof shall have the right to be represented at sessions of the Commission by one delegate, who may be accompanied by an alternate and advisers. Alternates and advisers shall be entitled to take part in the proceedings of the Commission but not to vote, except in the case of an alternate who is duly authorized to act for a delegate.

2. Each Member shall have one vote. The presence of delegates representing a majority of the Members of the Commission shall constitute a quorum. Except as otherwise provided by the Constitution or Rules of Procedure of the Commission, all decisions in a plenary meeting shall be taken by a majority of the votes cast.

3. The Commission shall elect, at the beginning of each regular session, a Chairman and two Vice-Chairmen from amongst the delegates who shall serve until the beginning of the next regular session, without prejudice to the right of re-election.

4. The Commission may, by a two-thirds majority of its membership, adopt and amend its own Rules of Procedure, which shall be consistent with the General Rules of the Organization. The Rules of the Commission and any amendments thereto shall come into force as from the date of approval by the Director-General of the Organization, subject to confirmation by the Council.

5. The Director-General of the Organization, after consultation with the Chairman, shall convene a regular session of the Commission at least once every two years, unless otherwise directed by a majority of the Members. The site and date of all sessions shall be determined by the Director-General of the Organization in consultation with the Chairman.

6. Any Member of the Commission shall have the right, with the concurrence of the Director-General of the Organization, to call for a special session of the Commission, and such a session shall be convened if at least one-third of the Members so request.

7. The Director-General of the Organization shall appoint and provide the secretariat of the Commission from the staff of the Organization who shall be responsible to him.

Article VI

Committees and Working Parties

1. The Commission may establish temporary, special or standing committees to study and report on matters pertaining to the purpose of the Commission.

2. The Commission may establish working parties to study and recommend on specific technical problems. These working parties shall be convened by the Director-General of the Organization at such times and places as are in accordance with the objectives for which they were established.

3. The establishment of committees and working parties referred

to in paragraphs 1 and 2 above shall be subject to the availability of the necessary funds in the relevant chapter of the approved budget of the Organization; the determination of such availability shall be made by the Director-General. Before taking any decision involving expenditures in connection with the establishment of committees and working parties the Commission shall have before it a report from the Director-General on the administration and financial implications thereof.

4. The members of committees and working parties shall be Members of the Commission. The Commission shall determine the membership of such committees and working parties and the representatives of members on committees and working parties shall be designated by their respective governments.

5. Each committee or working party shall elect its own Chairman and the Organization shall provide its secretariat.

6. Each committee or working party may adopt and amend its own rules of procedure which shall be consistent with the Rules of Procedure of the Commission and the General Rules of the Organization. Such rules of procedure shall come into force upon approval by the Commission. In the absence of rules of procedure the Rules of Procedure of the Commission shall apply "mutatis mutandis" to its committees and working parties.

7. Committees or working parties shall report to the Commission.

Article VII

Expenses

1. Expenses incurred by delegates and their alternates and advisers in attending meetings of the Commission and expenses incurred by representatives sent to committees or working parties established in accordance with Article VI, shall be determined and paid by their respective governments.

2. The expenses of experts invited, with the concurrence of the Director-General, to attend meetings of the Commission, committees or working parties in their individual capacity shall be borne by the budget of the Organization.

3. The expenses of the Secretariat of the Commission, and any expenses incurred by the Chairman of the Commission in performing duties connected with its work in intervals between sessions of the Commission, shall be determined and paid by the Organization within the limits of the budget of the Organization prepared and approved by the Conference of the Organization in accordance with the General Rules and Financial Regulations of the Organization for the time being in force.

4. Expenses for co-operative projects by Members as authorized in Article IV(c), unless they are met by the Organization or from any other source, shall be determined and paid by Members in such manner and proportions as they may mutually agree. Co-operative projects shall be submitted to the Council of the Organization prior to implementation.

Contributions for co-operative projects shall be paid into a trust fund to be established by the Organization and administered by the Organization in accordance with the Financial Regulations of the Organization.

Article VIII

Acceptance

1. Acceptance of this Constitution by any Member Nation or Associate Member of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization and shall take effect on receipt of such instrument by the Director-General, who shall inform all the Member Nations of the Organization of such receipt.

2. Acceptance of this Constitution may be made subject to reservations which shall become effective only upon unanimous approval by the Members of the Commission. The Director-General of the Organization shall notify forthwith all Members of the Commission of any reservation. Members of the Commission not having replied within three months from the date of the notification shall be deemed to have accepted the reservation. Failing such approval the Nation making the reservation shall not become a party to this Constitution.

Article IX

Territorial Application

The Members of the Commission shall, when accepting this Constitution, state explicitly to which territories their participation shall extend. In the absence of such a declaration, participation shall be deemed to apply to all the territories for the international relations of which the Member is responsible. Subject to the provisions of Article XII–2 below, the scope of the territorial application may be modified by a subsequent declaration.

Article X

Amendments

1. This Constitution may be amended by the vote of a two-thirds majority of all the Members of the Commission, any amendment becoming effective only after concurrence of the Council of the Organization unless the Council considers it desirable to refer the amendment to the Conference for approval. An amendment shall become effective as from the date of the decision of the Council or Conference as appropriate. However, any amendment involving new obligations for Members shall come into force with respect to each Member only on acceptance of it by that Member. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of the Organization who shall inform all the Members of the Commission as well as the Secretary-General of the United Nations of the receipt of acceptances and the entry into force of such amendments. The rights and obligations of any Member of the Commission that has not accepted an amendment involving additional obligations shall continue to be governed by the provisions of the

Constitution as they stood prior to the amendment.

ARTICLE XI

Interpretation and Settlement of Disputes

Any dispute regarding the interpretation or application of this Constitution, if not settled by the Commission shall be referred to a committee composed of one member appointed by each of the parties to the dispute, and in addition an independent chairman chosen by the members of the committee. The recommendations of such a committee, while not binding in character, shall become the basis for renewed consideration by the parties concerned of the matter out of which the disagreement arose. If as the result of this procedure the dispute is not settled, it shall be referred to the International Court of Justice in accordance with the Statute [1] of the Court, unless the parties to the dispute agree to another method of settlement.

ARTICLE XII

Withdrawal

1. Any Member may give notice of withdrawal from the Commission at any time after the expiration of one year from the date of its acceptance of this Constitution. Such notice of withdrawal shall take effect six months after the date of its receipt by the Director-General of the Organization who shall inform all Member Nations of the Organization and the Secretary-General of the United Nations of such receipt.

2. A Member of the Commission may give notice of withdrawal with respect to one or more of the territories for the international relations of which it is responsible. When a Member gives notice of its own withdrawal from the Commission it shall state to which territory or territories the withdrawal is to apply. In the absence of such a declaration, the withdrawal shall be deemed to apply to all the territories for the international relations of which the Member of the Commission is responsible. Any Member of the Commission that gives notice of withdrawal from the Organization shall be deemed to have simultaneously withdrawn from the Commission, and this withdrawal shall be deemed to apply to all the territories for the international relations of which the Member concerned is responsible, except that such withdrawal shall not be deemed to apply to an Associate Member.

ARTICLE XIII

Termination

This Constitution shall be considered terminated if and when the number of Members of the Commission drops below ten unless the remaining Members of the Commission unanimously decide otherwise.

[1] TS 993; 59 Stat. 1051.

ARTICLE XIV

Entry into Force

This Constitution shall enter into force as soon as notifications of acceptance have been received by the Director-General of the Organization from at least ten Member Nations of the Organization representing in the aggregate not less than half of the world production of rice in the crop year 1947/1948 as shown by official statistics.

ACTE CONSTITUTIF DE LA COMMISSION INTERNATIONALE DU RIZ

tel qu'amendé par la septième session de la Commission internationale du Riz Saïgon, Viet-Nam (16–20 novembre 1960)

et

approuvé par la onzième session de la Conférence de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture Rome, Italie (4–24 novembre 1961)

Preambule

La Conférence de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture (ci-après dénommée "l'Organisation"), ayant examiné à sa quatrième session les recommandations de la Conférence du Riz tenue à Baguio, Philippines, en mars 1948, telles que les avait approuvées en principe le Conseil de l'Organisation à sa session d'avril 1948, a approuvé la création d'une Commission internationale du riz (désignée ci-après sous le nom de "la Commission"), conformément au projet d'Acte constitutif élaboré à la Conférence du riz de Baguio.

Article Premier

Objet

La Commission, qui est créée dans le cadre de l'Organisation, a pour objet de promouvoir, sur le plan national ou international, les mesures intéressant la production, la conservation, la distribution et la consommation du riz, à l'exclusion des questions se rapportant au commerce international.

Article II

Composition

Sont Membres de la Commission les Etats Membres et les Membres associés de l'Organisation qui adhèrent au présent Acte constitutif, conformément aux dispositions de l'Article VIII ci-après. En ce qui concerne les Membres associés, l'Acte constitutif de la Commission, conformément aux dispositions du paragraphe 5 de l'Article XIV de l'Acte constitutif de l'Organisation et à celles du paragraphe 3 de l'Article XXI du Règlement général de l'Organisation, sera soumis par l'Organisation à l'autorité qui est responsable de la conduite des relations internationales du Membre associé intéressé.

ARTICLE III

Siège

Le siège de la Commission est au même endroit que le siège du Bureau régional de l'Organisation pour l'Asie et l'Extrême-Orient.

ARTICLE IV

Fonctions

Les fonctions de la Commission sont les suivantes:

a. examiner de façon suivie les problèmes scientifiques, techniques et économiques qui se rattachent à l'objet de la Commission tel qu'il est défini à l'Article premier;

b. encourager et coordonner les recherches sur lesdits problèmes et promouvoir l'application pratique de ces recherches;

c. entreprendre, s'il est nécessaire et opportun, la réalisation de projets coopératifs en vue de résoudre lesdits problèmes;

d. recommander aux Membres de la Commission, par l'intermédiaire du Directeur général de l'Organisation, telles mesures de caractère national ou international que la Commission considère nécessaires ou désirables pour résoudre lesdits problèmes;

e. recommander au Directeur général de l'Organisation de fournir aux Membres de la Commission une assistance technique, en vue de la mise en oeuvre de mesures à cette fin;

f. rassembler, collationner et diffuser, en utilisant les publications de l'Organisation ou d'autres moyens, des renseignements sur les problèmes dont s'occupe la Commission et sur ses activitiés;

g. transmettre à intervalles appropriés au Directeur général de l'Organisation un rapport où sont consignées ses vues, recommandations et décisions, et adresser au Directeur général tous rapports concernant les questions qui ont trait à la production, à la conservation, à la distribution et à la consommation du riz, que la Commission juge opportun de présenter ou qui lui sont demandés par le Directeur général ou par la Conférence de l'Organisation. Les rapports de comités et groupes de travail de la Commission créés en vertu de l'Article VI sont transmis officiellement au Directeur général sous le couvert de la Commission.

ARTICLE V

Organisation

1. Tout Membre de la Commission, tel qu'il est défini dans l'Article II ci-dessus, a le droit de se faire représenter aux sessions de la Commission par un délégué qui peut être accompagné d'un suppléant et de conseillers. Les suppléants et les conseillers prennent part aux débats sans droit de vote, excepté le cas où un suppléant est dûment autorisé à remplacer un délégué.

2. Chaque Membre dispose d'une voix. La présence de délégués en

nombre au moins égal à la majorité des Membres de la Commission constitue le quorum. Sauf dispositions contraires de l'Acte constitutif ou du Règlement intérieur de la Commission, toutes les décisions en séance plénière sont prises à la majorité des suffrages exprimés.

3. Au début de chaque session ordinaire, la Commission élit parmi les délégués un Président et deux Vice-Présidents, qui restent en fonctions jusqu'au début de la session suivante. Le Président et les Vice-Présidents sont rééligibles.

4. La Commission peut, à la majorité des deux tiers de ses Membres, adopter et amender son Règlement intérieur qui doit être compatible avec le Règlement général de l'Organisation. Le Règlement intérieur de la Commission et les amendements qui peuvent y être apportés entrent en vigueur à compter de leur approbation par le Directeur général de l'Organisation, sous réserve de ratification par le Conseil.

5. Le Directeur général de l'Organisation, après avoir consulté le Président, convoque la Commission en session ordinaire au moins une fois tous les deux ans, sauf avis contraire de la majorité des Membres. Le lieu et la date de toutes les sessions sont fixés par le Directeur général de l'Organisation, d'accord avec le Président.

6. Tout Membre de la Commission peut, avec l'approbation du Directeur général de l'Organisation, demander que la Commission soit réunie en session extraordinaire; une telle session n'est convoquée que si un tiers des Membres au moins en expriment le désir.

7. Le Directeur général de l'Organisation nomme et met à la disposition de la Commission le Secrétariat de la Commission, composé de fonctionnaires de l'Organisation qui sont responsables devant le Directeur général.

Article VI

Comités et Groupes de travail

1. Le Commission peut créer des comités provisoires, spéciaux ou permanents, chargés d'effectuer des études et de préparer des rapports sur des questions de la compétence de la Commission.

2. La Commission peut créer des groupes de travail chargés d'étudier des problèmes techniques déterminés et de formuler des recommandations à leur sujet. Le Directeur général de l'Organisation convoque les groupes de travail aux dates et lieux qui conviennent à la réalisation des objectifs pour lesquels ils ont été créés.

3. La Commission ne peut créer les comités et groupes de travail visés aux paragraphes 1 et 2 ci-dessus que si les crédits nécessaires sont disponibles au chapître approprié du budget approuvé de l'Organisation; c'est au Directeur général qu'il appartient de déterminer si ces crédits sont disponibles. Avant de décider de dépenses en vue de la création de comités et de groupes de travail, la Commission doit être saisie d'un rapport du Directeur général exposant les incidences administratives et financières de cette mesure.

4. Les membres des comités et des groupes de travail sont choisis parmi les Membres de la Commission. La Commission détermine la composition des comités et des groupes de travail; les représentants des membres des comités et des groupes de travail sont désignés par leurs gouvernements respectifs.

5. Chaque comité ou groupe de travail élit son Président; son secrétariat est fourni par l'Organisation.

6. Chaque comité ou groupe de travail peut adopter et amender son Règlement intérieur qui doit être compatible avec le Règlement intérieur de la Commission et le Règlement général de l'Organisation. Ledit Règlement intérieur entre en vigueur à compter de son approbation par la Commission. En l'absence de règlement intérieur, le Règlement intérieur de la Commission s'applique "mutatis mutandis" à ses comités et groupes de travail.

7. Les comités ou groupes de travail font rapport à la Commission.

Article VII

Dépenses

1. Les dépenses afférentes à la participation des délégués, suppléants et conseillers aux réunions de la Commission et les dépenses engagées par les représentants participant aux comités et aux groupes de travail constitués en vertu de l'Article VI sont déterminées et payées par les gouvernements respectifs.

2. Les dépenses des experts invités, avec l'assentiment du Directeur général, à participer à titre personnel aux sessions de la Commission, des comités ou des groupes de travail sont à la charge du budget de l'Organisation.

3. Les dépenses afférentes au Secrétariat de la Commission et toutes les dépenses du Président de la Commission dans l'intervalle des sessions pour s'acquitter de fonctions ayant trait au travail de la Commission sont déterminées et payées par l'Organisation, dans les limites du budget de l'Organisation préparé et approuvé par la Conférence de l'Organisation conformément au Règlement général et au Règlement financier de l'Organisation en vigueur.

4. Les dépenses afférentes aux projets coopératifs entrepris par les Membres en conformité des dispositions du paragraphe (c) de l'Article IV sont déterminées et payées par les Membres suivant des modalités et dans des proportions arrêtées d'un commun accord par ceux-ci, à moins que leur financement ne soit assuré par l'Organisation ou par toute autre source. Les projets coopératifs sont soumis au Conseil de l'Organisation avant leur mise en oeuvre. Les contributions destinées aux projets coopératifs sont versées à un fonds de dépôt créé par l'Organisation qui le gère conformément aux dispositions du Règlement financier de l'Organisation.

Article VIII

Adhésion

1. L'adhésion au présent Acte constitutif par tout Etat Membre

ou Membre associé de l'Organisation s'effectue par le dépôt auprès du Directeur général de l'Organisation d'un instrument d'adhésion; l'adhésion prend effet dès réception de l'instrument par le Directeur général qui en informe aussitôt chacun des Etats Membres de l'Organisation.

2. L'adhésion au présent Acte constitutif peut être subordonnée à des réserves qui ne jouent que si les Membres de la Commission les ont acceptées à l'unanimité. Le Directeur général de l'Organisation notifie immédiatement les réserves à tous les Membres de la Commission. Les Membres de la Commission qui n'ont pas répondu dans un délai de trois mois à partir de la date de notification sont réputés avoir accepté la réserve. Faute d'une telle acceptation, l'Etat formulant la réserve ne devient pas partie au présent Acte constitutif.

Article IX

Application territoriale

En adhérant au présent Acte constitutif, les Membres de la Commission doivent indiquer expressément à quels territoires s'applique leur adhésion. A défaut d'une telle déclaration, l'adhésion est réputée valoir pour tous les territoires dont la conduite des relations internationales incombe au Membre intéressé. Sous réserve des dispositions du paragraphe 2 de l'Article XII ci-après, l'application territoriale peut être modifiée par une déclaration ultérieure.

Article X

Amendements

1. Le présent Acte constitutif peut être amendé par un vote à la majorité des deux tiers de tous les Membres de la Commission; les amendements n'entrent en vigueur qu'après approbation du Conseil de l'Organisation à moins que celui-ci n'estime souhaitable de les renvoyer à la Conférence pour approbation. Les amendements n'entrent en vigueur qu'à compter de la décision du Conseil ou de la Conférence, suivant le cas. Toutefois, les amendements entraînant de nouvelles obligations pour les Membres n'entrent en vigueur pour chacun d'eux qu'à compter de leur acceptation par ledit Membre. Les instruments d'acceptation des amendements entraînant de nouvelles obligations sont déposés auprès du Directeur général de l'Organisation qui informe tous les Membres de la Commission ainsi que le Secrétaire général des Nations Unies, de la réception de ces acceptations et de l'entrée en vigueur desdits amendements. Les droits et obligations des Membres de la Commission qui n'acceptent pas un amendement entraînant pour eux de nouvelles obligations continuent à être régis par les dispositions du présent Acte constitutif telles qu'elles étaient libellées avant ledit amendement.

Article XI

Interprétation de l'Acte constitutif et Règlement des différends

Tout différend concernant l'interprétation ou l'application du présent Acte constitutif, s'il n'est pas réglé par la Commission, est déféré à un comité composé d'un membre désigné par chacune des parties en litige et d'un président indépendant choisi par les membres du comité. Les recommandations dudit comité ne lient pas les parties en cause, mais celles-ci doivent reconsidérer à la lumière desdites recommandations la question qui est à l'origine du différend. Si cette procédure n'aboutit pas au règlement du différend, celui-ci est déféré à la Cour internationale de justice conformément au Statut de celle-ci, à moins que les parties en litige ne conviennent d'une autre procédure de règlement.

Article XII

Retrait

1. Tout Membre peut notifier son retrait de la Commission à tout moment après expiration d'une année à compter de la date à laquelle il a adhéré au présent Acte constitutif. Le retrait devient effectif six mois après la date de réception de l'avis de retrait par le Directeur général de l'Organisation qui notifie cette réception à tous les Etats Membres de l'Organisation ainsi qu'au Secrétaire général des Nations Unies.

2. Un Membre de la Commission peut notifier le retrait d'un ou plusieurs des territoires dont il assume la conduite des relations internationales. Le Membre qui notifie son propre retrait de la Commission doit indiquer le ou les territoires auxquels s'applique ce retrait. En l'absence d'une telle déclaration, le retrait est réputé s'appliquer à tous les territoires dont le Membre de la Commission assume la conduite des relations internationales. Tout Membre de la Commission qui notifie son retrait de l'Organisation est réputé se retirer simultanément de la Commission et ce retrait est réputé s'appliquer à tous les territoires dont le Membre en question assume la conduite des relations internationales, mais il ne s'applique pas aux Membres associés.

Article XIII

Expiration

Le présent Acte constitutif prend fin dès lors que le nombre des Membres de la Commission devient inférieur à dix, à moins que les Membres restants de la Commission n'en décident autrement à l'unanimité.

Article XIV

Entrée en vigueur

Le présent Acte constitutif entrera en vigueur dès que le Directeur général de l'Organisation aura reçu l'instrument d'adhésion d'au moins dix Etats Membres de l'Organisation dont la production globale de riz, d'après les statistiques officielles, devra représenter la moitié au moins de la production mondiale de riz de la campagne agricole 1947/1948.

CERTIFICATION

Certified true copy of the Constitution of the International Rice Commission, as amended on 19 November 1960 by the Seventh Session of the International Rice Commission (16–20 November 1960) held in Saigon, Viet-Nam, and approved on 23 November 1961 by the Eleventh Session of the Conference of the Food and Agriculture Organization of the United Nations, held in Rome, Italy (4–24 November 1961).
Done in Rome, 10 October 1962

B R SEN

B. R. Sen
Director-General
Food and Agriculture Organization
of the United Nations

[SEAL]

CANADA

Telecommunication: Coordination and Use of Radio Frequencies Above 30 Megacycles per Second

Agreement effected by exchange of notes
Signed at Ottawa October 24, 1962;
Entered into force October 24, 1962.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, October 24, 1962.

No. 107

DEAR SIR:

I have the honour to refer to discussions which have taken place between representatives of the Government of Canada and the Government of the United States of America relating to the coordination and use of radio frequencies above thirty megacycles per second. In the course of these discussions, the sovereign right of each country to regulate its use of radio frequencies was acknowledged. Also, the desirability of providing for adequate spectrum space to meet equitably the requirements of the radio services of both Canada and the United States, now and in the future, was recognized. In addition, the representatives recognized that it was to the mutual advantage of both countries to avoid harmful interference to each other's radio services and they noted the major developments that have taken place and are taking place in both countries in that part of the radio frequency spectrum allocated internationally by the International Telecommunication Union from thirty megacycles per second (30 Mc/s) up to forty gigacycles per second (40 Gc/s).

In the interest of efficient spectrum management the representatives have made the following proposals and drafted the attached Technical Annex which constitutes a part of them:

(1) The two countries will continue to recognize those frequency arrangements already in effect for bands above 30 Mc/s as described in the Technical Annex;

(2) They will establish, where mutually determined as being feasible and desirable, arrangements for the coordination of

radio frequency assignments in those bands above 30 Mc/s for which there are no existing procedures;

(3) Where mutually determined as being feasible and desirable, and in order to facilitate development in both countries, joint frequency allotment plans should be developed by Canada and the United States for particular frequency bands and radio services above 30 Mc/s;

(4) The arrangements referred to in sub-paragraphs (2) and (3) above shall be as specified in the Technical Annex;

(5) Additional frequency bands, in which frequency coordination procedures should be developed or in which frequency allotment plans should be developed, may be added from time to time to the Technical Annex by listing them in the Index thereto, together with the designation of the Agencies responsible for such development;

(6) (a) The procedure to be followed in amending the Index to the Technical Annex as envisaged in sub-paragraph (5) would be that specified in sub-paragraph (12)(a) below;

(b) The modification of frequency coordination procedures or joint frequency allotment plans in a particular band shall be the responsibility of the Agencies specified in the Index to the Technical Annex;

(7) (a) Radio broadcasting shall continue to be the subject of separate agreements and therefore is excluded from the provisions of this Note;

(b) The coordination and use of frequencies by the amateur radio service are excluded from the provisions of this Note;

(8) In those bands where frequency coordination procedures have been established, when it is considered that the use of frequencies at locations not included in such procedures might result in harmful interference to the radio services of the other country, the assignment of the frequencies involved may, to the extent practicable, be the subject of special coordination by the Agencies authorized by the two Governments as specified in the Technical Annex;

(9) The authorized Agencies shall be responsible in their respective countries for the implementation of the frequency coordination procedures and joint frequency allotment plans provided for in this Note, as specified in the Technical Annex;

(10) It is recognized that existing coordination channels are adequate and nothing in this Note is intended to be construed as indicating a need for change in such channels unless and until such change is considered desirable by both parties hereto;

(11) This Note shall not be deemed to affect or supersede any other international agreements in the field of telecommunications in force for either country;

(12) (a) This Note may be amended by an Exchange of Notes between authorized representatives of the two Governments;

(b) Any amendments or modifications to the Technical Annex other than those provided for in sub-paragraph (5) will be effected administratively by the Agencies specified either in the Technical Annex or in the Exchange of Notes provided for under sub-paragraph (6)(a);

(c) All amendments or modifications made pursuant to sub-paragraph (12)(b) above shall be notified to the Department of External Affairs of Canada and the Department of State of the United States of America by the respective Agencies of each country.

Accordingly, I propose that this Note with the Technical Annex and your reply shall constitute an Agreement for the coordination and use of radio frequencies above thirty megacycles per second between our two Governments, effective from the date of your reply. Furthermore, because of its nature, I propose that, if you concur, this Agreement may only be terminated by either country giving twelve months' notice, in writing, of its intention to terminate the Agreement.

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

IVAN B. WHITE

Ivan B. White
Charge d'Affaires ad interim

The Honorable
HOWARD C. GREEN, P.C., Q.C., M.P.,
Secretary of State for External Affairs,
Ottawa.

TECHNICAL ANNEX

TO THE

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONSTITUTING AN AGREEMENT FOR RADIO FREQUENCY COORDINATION AND USE OF RADIO FREQUENCIES ABOVE THIRTY MEGACYCLES PER SECOND.

INDEX TO THE TECHNICAL ANNEX

LISTING

FREQUENCY BANDS, AUTHORIZED COORDINATION AGENCIES OR CHANNELS, AND ARRANGEMENTS

Item	Frequency Bands Mc/s	Authorized Coordination Agencies or Channels U.S.	Canada	Coordination Arrangements and Remarks
1	30.56–32.0	FCC	DOT	Arrangement A
2	33.0–34.0	FCC	DOT	Arrangement A
3	35.0–36.0	FCC	DOT	Arrangement A
4	37.0–38.0	FCC	DOT	Arrangement A
5	39.0–40.0	FCC	DOT	Arrangement A
6	42.0–46.6	FCC	DOT	Arrangement A
7	46.6–47.0	IRAC	DOT	ITU RR 228
8	47.0–49.6	FCC	DOT	Arrangement A
9	49.6–50.0	IRAC	DOT	ITU RR 228
10	72.0–74.6	FCC	DOT	Arrangement A
11	74.6–75.4	FAA	DOT	Arrangement B
12	75.4–76.0	FCC	DOT	Arrangement A
13	108.0–117.975	FAA	DOT	Arrangement B
14	117.975–121.975	FAA	DOT	Arrangement B
15	121.975–123.075	FCC	DOT	Arrangement B
16	123.075–123.575	FCC	DOT	Arrangement B
17	123.575–128.825	FAA	DOT	Arrangement B
18	128.825–132.025	FCC	DOT	Arrangement B
19	132.025–136.0	FAA	DOT	Arrangement B
20	137.0–144.0	JCS	CCS*	Arrangement C
21	150.8–174.0	FCC	DOT	Arrangement A
22	162.0–174.0	IRAC	DOT	Arrangement D
23	216.0–225.0	JCS	CCS*	Arrangement C
24	328.6–335.4	FAA	DOT	Arrangement B
25	420.0–450.0	JCS	CCS*	Arrangement C
26	450.0–470.0	FCC	DOT	Arrangement A
27	890.0–942.0	JCS	CCS*	Arrangement C
28	942.0–960.0	FCC	DOT	Arrangement A
29	960.0–1215.0	FAA	DOT	Arrangement B
30	1215.0–1400.0	JCS	CCS*	Arrangement C
31	1300.0–1350.0	FAA	DOT	Arrangement C
32	1400.0–1427.0			Coordination not required
33	1535.0–1660.0			Coordination not required at this time

*Authorized coordination channel only.

INDEX TO THE TECHNICAL ANNEX

Item	Frequency Band Mc/s	Authorized Coordination Agencies or Channels U.S.	Canada	Coordination Arrangements and Remarks
34	1850.0–2200.0	FCC	DOT	Arrangement A
35	2300.0–2450.0	JCS	CCS*	Arrangement C
36	2450.0–2700.0			Coordination not required at this time
37	2700.0–2900.0	FAA	DOT	Arrangement C
38	2700.0–3700.0	JCS	CCS*	Arrangement C
39	2900.0–3100.0	IRAC	DOT	Arrangement C
40	3700.0–4200.0	FCC	DOT	Arrangement A
41	4200.0–4400.0			Coordination not required at this time
42	5000.0–5250.0			Coordination not required at this time
43	5250.0–5925.0	JCS	CCS*	Arrangement C
44	5460.0–5650.0	IRAC	DOT	Arrangement C
45	5925.0–7125.0	FCC	DOT	Arrangement A
46	8400.0–8500.0			Coordination not required at this time
47	8500.0–10500.0	JCS	CCS*	Arrangement C
48	9000.0–9200.0	FAA	DOT	Arrangement C
49	9300.0–9500.0	IRAC	DOT	Arrangement C
	Gc/s			
50	10.55–13.25	FCC	DOT	Arrangement A
51	13.25–13.4			Coordination not required at this time
52	13.4–14.0	JCS	CCS*	Arrangement C
53	14.0–15.7			Coordination not required at this time
54	15.7–17.7	JCS	CCS*	Arrangement C
55	17.7–23.0			Coordination not required at this time
56	23.0–24.25	JCS	CCS*	Arrangement C
57	24.25–33.4			Coordination not required at this time
58	33.4–36.0	JCS	CCS*	Arrangement C
59	36.0 and above			Coordination not required at this time

*Authorized coordination channel only.

ARRANGEMENT A

ARRANGEMENT BETWEEN THE DEPARTMENT OF TRANSPORT AND THE FEDERAL COMMUNICATIONS COMMISSION FOR THE EXCHANGE OF FREQUENCY ASSIGNMENT INFORMATION AND ENGINEERING COMMENTS ON PROPOSED ASSIGNMENTS ALONG THE CANADA-UNITED STATES BORDERS IN CERTAIN BANDS ABOVE 30 MC/S

(Adopted by correspondence May, 1950; Revised Ottawa March, 1962)

1. (a) This arrangement involves assignments in the following frequency bands, except as provided in sub-paragraphs (b), (c) and (d) below:

Mc/s	Mc/s
30. 56–32. 00	75. 40–76. 00
33. 00–34. 00	150. 80–174. 00
35. 00–36. 00	450. 00–464. 725
37. 00–38. 00	465. 275–470. 00
39. 00–40. 00	942. 00–960. 00
42. 00–46. 60	1850. 0–2200. 0
47. 00–49. 60	3700. 0–4200. 0
72. 00–74. 60	5925. 0–7125. 0

Gc/s

10. 55–13. 25

(b) The following frequencies are not involved in this arrangement because of the nature of the services:

Mc/s	Mc/s
156. 3	156. 7
156. 35	156. 8
156. 4	156. 9
156. 45	156. 95
156. 5	157. 0 and 161. 6
156. 55	157. 05
156. 6	157. 1
156. 65	157. 15

(c) Assignments proposed in accordance with the railroad industry radio frequency allotment plan along the United States-Canada border utilized by the Federal Communications Commission and the Department of Transport, respectively, may be excepted from this arrangement at the discretion of the referring Agency.

(d) Assignments proposed in any radio service in frequency bands below 470 Mc/s appropriate to this arrangement, other than those for stations in the Domestic Public (land mobile or fixed) category, may be excepted from this arrangement at

ARRANGEMENT A

the discretion of the referring Agency if a base station assignment has been made previously under the terms of this arrangement or prior to its adoption in the same radio service and on the same frequency and in the local area, and provided the basic characteristics of the additional station are sufficiently similar technically to the original assignment to preclude harmful interference to existing stations across the border.

2. (a) For Bands below 470 Mc/s, the areas which are involved lie between Lines A and B and between Lines C and D, as follows:

Line A—Begins at Aberdeen, Wash. running by great circle arc to the intersection of 48° N., 120° W., thence along parallel 48° N., to the intersection of 95° W., thence by great circle arc through the southernmost point of Duluth, Min., thence by great circle arc to 45° N., 85° W., thence southward along meridian 85° W., to its intersection with parallel 41° N., thence along parallel 41° N., to its intersection with meridian 82° W., thence by great circle arc through the southernmost point of Bangor, Me., thence by great circle arc through the southernmost point of Searsport, Me., at which point it terminates; and

Line B—Begins at Tofino, B.C., running by great circle arc to the intersection of 50° N., 125° W., thence along parallel 50° N., to the intersection of 90° W., thence by great circle arc to the intersection of 45° N., 79°30′ W., thence by great circle arc through the northernmost point of Drummondville, Quebec (Lat: 45°52′ N., Long: 72°30′ W.), thence by great circle arc to 48°30′ N., 70° W., thence by great circle arc through the northernmost point of Campbellton, N.B., thence by great circle arc through the northernmost point of Liverpool, N.S., at which point it terminates.

Line C—Begins at the intersection of 70° N., 144° W., thence by great circle arc to the intersection of 60° N., 143° W., thence by great circle arc so as to include all of the Alaskan Panhandle; and

Line D—Begins at the intersection of 70° N., 138° W., thence by great circle arc to the intersection of 61°20′ N., 139° W. (Burwash Landing), thence by great circle arc to the intersection of 60°45′ N., 135° W., thence by great circle arc to the intersection of 56° N., 128° W., thence south along 128° meridian to Lat. 55° N., thence by great circle arc to the intersection of 54° N., 130° W., thence by great circle arc to Port Clements, thence to the Pacific Ocean where it ends.

ARRANGEMENT A

(b) For bands above 470 Mc/s, the areas which are involved are as follows:

(1) For a station the antenna of which looks within the 200° sector toward the Canada-United States borders, that area in each country within 35 miles of the borders; and;

(2) For a station the antenna of which looks within the 160° sector away from the Canada-United States borders, that area in each country within 5 miles of the borders.

3. (a) Each Agency shall furnish the other by July, 1962, with a complete frequency assignment record, including, among the basic characteristics reported, the date of first usage of each frequency by each of the stations shown regardless of the class of service, which were in actual operation on October 1, 1960, and located in the areas indicated in 2. (a) above for the frequency bands below 470 Mc/s, and located in the areas indicated in 2. (b) above for the frequency bands above 470 Mc/s. For the purpose of the revised arrangement, such record shall constitute, together with the 6th Edition of the Radio Frequency Record (Volume III), the master frequency assignment records for the two Agencies upon acceptance by the other Agency. Accordingly, in implementing the Geneva (1959) Radio Regulations,[1] each Agency shall use these frequency records, in lieu of subsequent I.T.U. records, in matters leading to the resolution of pertinent cases of harmful interference involving stations authorized by the two Agencies.

(b) Each Agency shall keep its frequency assignment data in the aforementioned records current through the submission to the other Agency of its recapitulative master frequency assignment records at intervals of three months.

4. (a) Before the Federal Communications Commission takes final action on any application for the use of any frequency in the bands herein, in the areas stipulated above involving an effective radiated power in excess of five watts, or if protection is desired for an operation involving a power of five watts, or less, it will refer the pertinent particulars of the proposed assignment (see Appendix 3 or 4 as appropriate), in the form shown in Appendix 1 hereof, to the Department of Transport for comment as to whether the granting of an authorization will be likely to result in the causing of harmful interference to any existing Canadian assignments authorized by the Department.

[1] TIAS 4893; 12 UST 2377.

ARRANGEMENT A

(b) Before the Department of Transport takes final action on any application for the use of any frequency in the bands herein, in the areas stipulated above involving an effective radiated power in excess of five watts, or if protection is desired for an operation involving power of five watts, or less, it will refer the pertinent particulars of the proposed assignment (see Appendix 3 or 4 as appropriate), in the form shown in Appendix 2 hereof, to the Federal Communications Commission for comment as to whether the granting of an authorization will be likely to result in the causing of harmful interference to any existing United States assignments authorized by the Commission.

(c) Neither the Federal Communications Commission nor the Department of Transport shall be bound to act in accordance with the views of the other. However, to keep such instances to a minimum, each Agency should cooperate to the fullest extent practicable with the other by furnishing such additional data as may be required.

5. Whenever differences of opinion concerning the probability of harmful interference exist, which cannot be resolved otherwise, or in cases where the information available makes it difficult to determine whether harmful interference would be created by the granting of a particular authorization, arrangement should be made for actual on-the-air tests to be observed by representatives of both the Federal Communications Commission and the Department of Transport. Should harmful interference be caused to the existing station, the Agency having jurisdiction over the proposed station should be notified promptly so that the transmissions of the interfering station may be halted. In the absence of a complaint of harmful interference, the authorization may not be granted until a lapse of 30 calendar days following the test period to allow sufficient time for the exchange, if desired, of engineering or other comments indicating an objection to the assignment.

6. In the interest of planned use of the spectrum, information concerning future expansions and adjustments of the several services allocated to use the above bands, in the areas stipulated above, shall be exchanged to the maximum extent practicable.

APPENDIX 1 TO
ARRANGEMENT A

FEDERAL COMMUNICATIONS COMMISSION
Washington 25, D.C.

Director, Telecommunications and Electronics Branch
OTTAWA, Ontario

AIRMAIL

In reply refer to
6150–

Sir:

Serial_____

Date:

This office has received an application for radio communication facilities containing the following technical details of operation. Your comments regarding the use of the frequencies indicated below would be appreciated.

Name of applicant_____

File No._____ Service:_____

CLASS OF STATION	NUMBER OF STATIONS	LOCATION		FREQ. (MC/S)	MEAN POWER TO ANTENNA (WATTS)	EMISSION	ANTENNA GAIN & AZIMUTH	ANTENNA HEIGHT ABOVE M.S.L.
		LAT. N.	LONG. W.					

Additional Information:

Secretary
FEDERAL COMMUNICATIONS COMMISSION

COMMENTS with regard to application:

DIRECTOR, TELECOMMUNICATIONS and
ELECTRONICS BRANCH

TIAS 5205

APPENDIX 2 TO
ARRANGEMENT A

AIR SERVICES
TELECOMMUNICATIONS AND
ELECTRONICS BRANCH

DEPARTMENT OF TRANSPORT
OTTAWA

Federal Communications Commission
Washington 25, D.C.

Serial_____

Date:

Sirs:

This office has received an application for radio communication facilities containing the following technical details of operation. Your comments regarding the use of the frequencies indicated below would be appreciated.

Name of applicant:_____

File No:_____

Service:_____

CLASS OF STATION	NUMBER OF STATIONS	LOCATION		FREQ. (MC/S)	MEAN POWER TO ANTENNA (WATTS)	EMISSION	ANTENNA GAIN & AZIMUTH	ANTENNA HEIGHT ABOVE M.S.L.
		LAT. N.	LONG. W.					

Additional Information:

Director, Telecommunications and
Electronics Branch

Comments with regard to application:

AIRMAIL

Secretary
Federal Communications Commission

TIAS 5205

APPENDIX 3 TO
ARRANGEMENT A

BASIC DATA REQUIRED FOR COORDINATION IN THE FIXED SERVICE AND LAND MOBILE SERVICE BANDS BELOW 470 Mc/s (EXCLUDING IONOSPHERIC SCATTER)

a. Operating agency
b. Class of station
c. Number of stations—Base & Mobile
d. Frequency
e. Location and coordinates
f. Locality or area of reception
g. Class of emission and necessary bandwidth
h. Power (mean) delivered to the antenna
i. Antenna gain (db) and azimuth, when available
j. Antenna elevation above M.S.L.

APPENDIX 4 TO
ARRANGEMENT A

BASIC DATA REQUIRED FOR COORDINATION IN THE FIXED SERVICE AND MOBILE SERVICE BANDS ABOVE 470 Mc/s (EXCLUDING TROPOSPHERIC SCATTER)

a. Operating agency
b. Class of station
c. Number of stations—Base and Mobile
d. Frequency
e. Location and Coordinates
f. Locality or area of reception, including coordinates of fixed service receiving station
g. Class of emission and necessary bandwidth
h. Power (mean) delivered to the antenna
i. Antenna gain (db) and azimuth, when available
j. Antenna elevation above M.S.L.
k. Polarization of transmitted wave

ARRANGEMENT B

DEPARTMENT OF TRANSPORT/FEDERAL COMMUNICATIONS COMMISSION/FEDERAL AVIATION AGENCY ARRANGEMENT FOR THE EXCHANGE OF FREQUENCY ASSIGNMENT INFORMATION AND ENGINEERING COMMENTS ON PROPOSED ASSIGNMENTS ALONG THE CANADA/UNITED STATES BORDERS IN CERTAIN AVIATION BANDS

(Ottawa March 1962)

1. This arrangement involves assignments in the frequency bands set forth in paragraph 7 hereof.

2. In the interest of the planned use of the spectrum, information concerning future expansions and adjustments of the services allocated these bands, in the coordination zones stipulated in the Appendices attached hereto, shall be exchanged to the maximum extent practicable.

3. The Agency proposing to establish a new station, or to modify the basic characteristics of an existing station, shall furnish to the appropriate Agency the technical data necessary to complete coordination, in accordance with the attached Appendices.

4. The Agency responsible for coordination shall examine the information provided and shall reply as soon as practicable advising whether or not a conflict is anticipated. If so, the detail of the conflict and the particulars of the station likely to experience interference shall be supplied. New proposals or discussions may be initiated with the object of resolving the problem.

5. Whenever differences of opinion concerning the probability of harmful interference exist, which cannot be resolved otherwise, or in cases where the information available makes it difficult to determine whether harmful interference would be created by the proposed operation, mutual arrangement should be made for actual on-the-air tests to be observed by representatives of both the Federal Aviation Agency/Federal Communications Commission and the Department of Transport. Should harmful interference be caused to the existing station, the Agency having jurisdiction over the proposed operation should be notified promptly so that the transmissions of the interfering station may be halted.

6. Neither the Federal Aviation Agency/Federal Communications Commission nor the Department of Transport shall be bound to act in accordance with the views of the other. However, to keep such instances to a minimum, each Agency should cooperate to the fullest extent practicable with the other by furnishing such additional data as may be required.

7. The bands treated and the agreed action on each are as follows:

ARRANGEMENT B

FREQUENCY BAND Mc/s	AUTHORIZED COORDINATION AGENCIES U.S.	CANADA	REMARKS
74.60–75.40	FAA	DOT	Coordination not required at this time
108.0–117.975	FAA	DOT	SEE APPENDIX 1
117.975–121.975	FAA	DOT	SEE APPENDIX 2
121.975–123.075	FCC	DOT	Coordination not required at this time
123.075–123.575	FCC	DOT	Coordination not required at this time
123.575–128.825	FAA	DOT	SEE APPENDIX 2
128.825–132.025	FCC	DOT	SEE APPENDIX 3
132.025–135.0	FAA	DOT	SEE APPENDIX 2
135.0–136.0	DOS	DOT	SEE APPENDIX 4
328.6–335.4	FAA	DOT	SEE APPENDIX 1
960.0–1215.0	FAA	DOT	SEE APPENDIX 1

NOTE: "Coordination not required at this time" in the Remarks column indicates that the present use of these frequencies does not cause conflict in their application, either in the United States or Canada. However, authorized agencies are designated to coordinate any future use which may be capable of causing harmful interference.

APPENDIX 1 TO
ARRANGEMENT B

RADIONAVIGATION SERVICE—AERONAUTICAL

ILS-LOC, 108-112 Mc/s; ILS-GP, 328.6-335.4 Mc/s; VOR, 108-117.975 Mc/s; DME, 960-1215 Mc/s.

TECHNICAL DATA REQUIRED FOR COORDINATION

(a) Frequency
(b) Location name and geographical coordinates
(c) Class of emission and necessary bandwidth
(d) Transmitter mean power output (Peak for DME)
(e) Antenna azimuth and gain in the event of a directional antenna array
(f) Facility service volume in terms of altitude and radius protected

COORDINATION ZONES

The coordination zones shall be based on the geographical separation between facilities as follows:

ILS—100 NM of U.S./Canadian Border
VOR/DME up to 15000′—200 NM of U.S./Canadian Border
VOR/DME up to 30000′—300 NM of U.S./Canadian Border
VOR/DME up to 75000′—450 NM of U.S./Canadian Border

Note 1: DOT/FAA agree to exchange recapitulative records of assignments at intervals of 3 months beginning June 1, 1962.

Note 2: DME channels 1 through 16 and 60 through 69 are excluded from coordination between the DOT and FAA.

Note 3: The SSR frequencies 1030 and 1090 Mc/s are excluded from coordination between the DOT and FAA.

Note 4: When the possibility exists that assignments outside of the normal coordination zones might result in harmful interference to the radio services of the other country due to their peculiar circumstances i.e., antenna height, power, directive arrays, abnormal service volumes, etc., the assignment of the frequencies involved may, to the extent practicable, be the subject of special coordination by the DOT and FAA.

Note 5: Coordination of airborne assignments is not required when use is an integral part of the Common Navigation System.

APPENDIX 2 TO
ARRANGEMENT B

AERONAUTICAL MOBILE (R) SERVICE—AIR TRAFFIC CONTROL

117.975–121.975 Mc/s; 123.575–128.825 Mc/s; 132.025–135.0 Mc/s.

TECHNICAL DATA REQUIRED FOR COORDINATION

(a) Frequency
(b) Location name and geographical coordinates
(c) Class of emission and necessary bandwidth
(d) Transmitter mean power output
(e) Antenna gain and azimuth in the event of a directional antenna array
(f) Facility service volume and function, e.g., typical function service volumes:

Helicopter control	30 NM up to 5000 ft.
Local control and VFR Radar Advisory.	30 NM up to 20000 ft.
Approach control including radar	60 NM up to 25000 ft.
Departure control including radar	60 NM up to 20000 ft.
Basic altitude enroute	100 NM up to 15000 ft.
Intermediate altitude enroute	100 NM up to 24000 ft.
High altitude enroute	200 NM up to 75000 ft.

COORDINATION ZONES

The coordination zones for low-level and high-level operations are within 400 NM and 600 NM of the border, respectively, and are predicated upon the terminal assignments being placed between 117.975–126.975 Mc/s and the enroute assignments between 126.975–135.0 Mc/s. Exceptions should be handled in accordance with Note 7.

Note 1: DOT and FAA agree to exchange recapitulative records of assignments at intervals of three months commencing June 1, 1962.

Note 2: The frequencies 121.5 Mc/s and 121.6 Mc/s are excluded from coordination when used for SAR and scene-of-action functions respectively.

Note 3: Coordination of airborne assignments is not required when use is an integral part of the Air Traffic Control Service.

Note 4: Protection is provided for the following fixed assignments in British Columbia:

133.65 Mc/s ±75 kc/s
133.77 Mc/s ±75 kc/s
134.43 Mc/s ±150 kc/s

Note 5: Adjacent channel protection is provided for assignments on the frequency 134.10 Mc/s ±100 kc/s.

APPENDIX 2 TO
ARRANGEMENT B

Note 6: The frequencies 126.90, 127.10, 127.30 and 128.50 Mc/s will continue to be used by Canada for enroute operational control.

Note 7: When the possibility exists that assignments outside of the normal coordination zones might result in harmful interference to the radio services of the other country due to their peculiar circumstances, i.e., antenna height, power, directive arrays, abnormal service volumes, etc., the assignment of the frequencies involved may, to the extent practicable, be the subject of special coordination by the DOT and FAA.

APPENDIX 3 TO
ARRANGEMENT B

AERONAUTICAL MOBILE (R) SERVICE—ENROUTE OPERATIONAL CONTROL

128.825–132.025 Mc/s

TECHNICAL DATA REQUIRED FOR COORDINATION

(a) Frequency
(b) Location name and geographical coordinates
(c) Class of emission and necessary bandwidth
(d) Transmitter mean power output
(e) Antenna gain and azimuth in the event of a directional antenna array
(f) Level of operations:

Low-Level (LL)—below 15,000 feet
Medium-Level (ML)—15,000 to 24,000 feet
High-Level (HL)—above 24,000 feet

COORDINATION ZONES

The coordination zones are within 400 NM of the border for Low-Level (LL) and Medium-Level (ML) operations and 600 NM of the border for High-Level (HL) operations, respectively. Exceptions should be handled in accordance with the provisions of Note 3.

FREQUENCY ALLOTMENT PLANS

The frequency allotment plan for the Aeronautical Mobile (R)/(Enroute) service in the band 128.825–132.025 Mc/s is shown for the United States in Attachment 1 hereto, and for Canada in Attachment 2. Case by case coordination effected subsequent to November 28, 1960, between the FCC and the DOT is a part of the attached plans.

Note 1: DOT/FCC agree to exchange recapitulative records of assignments essentially within the zones specified at intervals of three months commencing June 1, 1962.

Note 2: Coordination of airborne assignments is not required for enroute operational control communication assignments made in accordance with applicable rules and treaties.

Note 3: When the possibility exists that assignments outside the normal coordination zones might result in harmful interference to the radio service of the other country due to their peculiar circumstances, i.e., antenna height, power, directive antenna arrays, etc., the assignments of the frequencies involved may, to the extent practicable, be the subject of special coordination between the DOT and the FCC.

ATTACHMENT 1 TO APPENDIX 3
OF ARRANGEMENT B

UNITED STATES Frequency Allotment Plan for the Aeronautical Mobile (R)/(Enroute) Service for the Band 128.825–132.025 Mc/s

FREQ. Mc/s	AREA OF USE	LEVEL
128. 9	California, Arizona, Colorado, New Mexico, Texas, Kansas, Missouri, Illinois, Indiana, Ohio, Pennsylvania, New York and New Jersey	HL
129. 0	Minnesota, Indiana, Illinois, Kentucky, Ohio, Maryland, West Virginia, Pennsylvania, Virginia, New York, New Jersey, Mississippi, Connecticut, Rhode Island and Delaware	HL
129. 1	Oregon, Mississippi, California and Nevada	LL
	Indiana, Ohio, Pennsylvania and West Virginia	HL
129. 2	Illinois, Indiana, Michigan and Ohio	HL
	Florida (International)	HL
129. 3	Montana, North Dakota, Wyoming, South Dakota, Nebraska, Utah, Colorado, Arizona, New Mexico, Missouri and Iowa	LL
	Ohio, Pennsylvania and New Jersey	HL
129. 35	Michigan, Wisconsin, Illinois, Indiana and Ohio	ML
129. 4	Montana, Idaho, Wyoming, South Dakota, Utah and California	LL
	Michigan, Indiana, Ohio, Pennsylvania, Maryland, West Virginia, Virginia, Kentucky, North Carolina, Tennessee and Alabama	ML
129. 45	Illinois, Indiana, Michigan, Ohio, Pennsylvania, Virginia and Maryland	HL
129. 5	New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, Texas, Georgia and Alabama	HL
129. 55	Illinois, Missouri, Tennessee, Indiana and Kentucky	ML
	South Carolina, Georgia and Florida	HL
129. 6	Michigan, Ohio, Indiana, Kentucky, Texas, Louisiana, Mississippi and Alabama	ML
	Oregon, Idaho, Montana, Washington, Utah and California	LL
129. 65	Michigan, Illinois, Indiana, Ohio, Pennsylvania, Kentucky, West Virginia, Virginia, Missouri, Tennessee, North Carolina, South Carolina, Oklahoma, Texas, Louisiana, Mississippi, Alabama, Georgia and Florida	HL
129. 7	Washington, California and New York (International)	HL
	Missouri, Arkansas, Tennessee, Mississippi and Louisiana	ML
129. 75	Ohio, Kentucky, West Virginia, Virginia, Tennessee, North Carolina and South Carolina	LL
129. 8	Ohio, West Virginia, Virginia, Kentucky, North Carolina and Maryland	LL
129. 9	Minnesota, Wisconsin, Iowa, Missouri, Illinois, Kentucky, Tennessee, Nebraska, Kansas, Indiana and Louisiana	LL
	New York and New Hampshire (International)	HL
130. 0	California, Colorado, Kansas, Oklahoma, Texas, Missouri, Arkansas, Illinois, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Ohio and Michigan	LL
130. 1	Texas, Louisiana, Arkansas, Tennessee, Mississippi, Michigan, Ohio, West Virginia, Virginia, Maryland, Pennsylvania, New York, New Jersey and Delaware	LL
130. 2	California, Nevada, Utah, Colorado, Wyoming, Missouri, Illinois, Kentucky, West Virginia, Virginia, Maryland, Pennsylvania and New Jersey	HL
	Texas, Louisiana and Florida (International)	HL

ATTACHMENT 1 TO APPENDIX 3
OF ARRANGEMENT B

FREQ. Mc/s	AREA OF USE	LEVEL
130. 3	Minnesota, South Dakota, Iowa, Illinois, Colorado, Kansas, Missouri, Texas, Oklahoma, Arkansas, Louisiana, Tennessee, Kentucky, Virginia, Maryland, Pennsylvania, New Jersey and New York	HL
130. 4	Oregon, Idaho, Montana, Washington, California, Colorado, New Mexico, Kansas, Missouri, Michigan, Indiana and Ohio	HL
	New York and New Hampshire (International)	HL
130. 5	Illinois, Indiana, Michigan, Ohio, Pennsylvania, New York and New Jersey	LL
130. 6	California, Nevada, Utah, Colorado, Wyoming, Nebraska, Iowa, Illinois, New York, Delaware, Maryland, Virginia, North Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas and Pennsylvania	HL
130. 7	Vermont, New York, Connecticut, Massachusetts, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Tennessee, Kentucky, West Virginia, Ohio, Michigan, Indiana, Illinois, Mississippi, Louisiana, Texas, Washington, Oregon, California and Nevada	LL
130. 8	Maryland, Virginia, North Carolina, Tennessee, Georgia, Alabama, Mississippi, Louisiana and Texas	HL
130. 9	Vermont, Massachusetts, Connecticut, New York, New Jersey, Delaware, Pennsylvania, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida	HL
	Illinois	LL
	Kansas, Colorado, New Mexico, Oklahoma, Texas and Missouri	ML
131. 0	Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Virginia, Maryland, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Alabama, Georgia and Florida	HL
131. 1	Ohio, West Virginia, Virginia, Maryland, Kentucky, Tennessee, North Carolina, South Carolina, Georgia and Florida	HL
	California, Nevada, Utah and Arizona	ML
131. 2	New York, Pennsylvania, Maryland, Virginia, Delaware, Indiana, Michigan, Ohio and Illinois	HL
131. 3	Massachusetts, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland and Virginia	ML
	Michigan, Indiana, Illinois, Wisconsin, Iowa, Minnesota, North Dakota, South Dakota and Nebraska	LL
	California, Arizona, New Mexico and Texas	HL
131. 4	California, Nevada, Colorado, Utah, Illinois, Indiana, Michigan, Ohio, New York, Pennsylvania, Massachusetts, Connecticut, New Jersey, Delaware, Maryland, Virginia, West Virginia, Kentucky, Tennessee, Arkansas, Missouri, Oklahoma, Texas, Kansas, New Mexico, and Arizona	HL
131. 5	New York, New Jersey, Delaware, Maryland, Virginia, West Virginia, Pennsylvania, Ohio, Michigan, Indiana, Illinois, Wisconsin, Missouri, Kansas, Oklahoma, Texas and California	HL
131. 6	New York, Pennsylvania, Delaware, New Jersey, Maryland, Virginia, West Virginia, Indiana, Kentucky, Ohio, Illinois, Tennessee, Missouri, Arkansas, Oklahoma and Texas	HL
131. 7	Oregon, Washington, Idaho, Montana, North Dakota, South Dakota, Minnesota, Wisconsin, Illinois, Ohio, Pennsylvania, New Jersey, New York, Maryland, Virginia and Michigan	HL

ATTACHMENT 1 TO APPENDIX 3
OF ARRANGEMENT B

FREQ. Mc/s	AREA OF USE	LEVEL
131. 8	Oregon, Washington, California, Montana, Wyoming, South Dakota, Minnesota, Wisconsin, Ohio, Pennsylvania, New Jersey, New York, Massachusetts, Connecticut and Rhode Island	HL
	Arkansas, Louisiana, Mississippi, Tennessee, Alabama, Georgia, North Carolina, South Carolina and Florida	LL
131. 85	Maine, New Hampshire, Vermont, Massachusetts, Rhode Island and Connecticut	LL
131. 9	Minnesota, Wisconsin, Illinois, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida	HL
	Washington (International)	HL
	Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, and New York	ML
132. 0	Tennessee, Missouri, Illinois, Michigan, Ohio, Pennsylvania, New Jersey, New York and Connecticut	LL

ATTACHMENT 2 TO APPENDIX 3
OF ARRANGEMENT B

Frequency Allotment Plan for the Aeronautical Mobile (R)/(Enroute) Service for the Band 128.825-132.025 Mc/s

CANADA

FREQ. Mc/s	AREA OF USE*				LEVEL	REMARKS
	EASTERN	GREAT LAKES	MID WESTERN	WESTERN		
128.85	X	X	X	X	ML	Replacing 128.3 Mc/s
128.95	X	X	X	X	HL	
129.05		X		X	HL	Pilot-Dispatch (Toronto and Vancouver)
129.1	X	X	X	X	HL	Pilot-Dispatch (Except Toronto-Windsor & Vancouver)
129.2	X		X	X	ML	
129.3	X				LL	
129.4	X				ML	Replacing 127.1 Mc/s
129.5	X	X	X	X	ML	
129.6	X				LL	Replacing 128.5 Mc/s
129.7	X	X	X	X	ML	Pilot-Dispatch Edmonton HL
129.9		X	X	X	ML	Great Lakes LL
130.1	X	X	X		LL	
130.25	X	X	X	X	HL	Replacing 128.1 Mc/s
130.35		X			LL	
130.5		X		X	LL	
130.65		X			LL	Replacing 127.3 Mc/s
130.7	X		X		LL	
130.8	X	X	X	X	HL	Replacing 128.7 Mc/s
130.9		X	X	X	ML	West of 80° W and North of 45° N
131.1	X	X	X	X	ML	Replacing 128.5 Mc/s Gardiner Great Lakes LL
131.2	X				HL	Replacing 127.1 Mc/s
131.4			X		LL	Replacing 128.5 Mc/s
131.9	X				ML	Montreal only
132.0	X				HL	Pilot-Dispatch Montreal

*See following page for map of areas concerned

ATTACHMENT 2 TO APPENDIX 3
OF ARRANGEMENT B

APPENDIX 4 TO
ARRANGEMENT B

AERONAUTICAL MOBILE (R) SERVICE—ENROUTE OPERATIONAL CONTROL AND AIR TRAFFIC CONTROL

135.0–136.0 Mc/s.

TECHNICAL DATA REQUIRED FOR COORDINATION

(a) Frequency
(b) Location name and geographical coordinates
(c) Class of emission and necessary bandwidth
(d) Transmitter mean power output
(e) Antenna gain and azimuth in the event of a directional antenna array
(f) For air traffic control facilities the service volume and function, e.g., typical function service volumes:

Helicopter control	30 NM up to 5000 ft.
Local control and VFR Radar Advisory	30 NM up to 20000 ft.
Approach control including radar	60 NM up to 25000 ft.
Departure control including radar	60 NM up to 20000 ft.
Basic altitude enroute	100 NM up to 15000 ft.
Intermediate altitude enroute	100 NM up to 24000 ft.
High altitude enroute	200 NM up to 75000 ft.

For enroute operational control functions the level of operations:

Low-Level (LL) —below 15,000 feet
Medium-Level (ML)—15,000 to 24,000 feet
High-Level (HL) —above 24,000 feet

COORDINATION ZONES

The coordination zone is within 600 nautical miles of the border. Exceptions should be handled in accordance with the provisions of Note 4.

Note 1: DOT and FAA agree to exchange recapitulative records of assignments at intervals of three months commencing September 1, 1962.

Note 2: Coordination of airborne assignments is not required when use is an integral part of the Air Traffic Control Service.

Note 3: Protection is provided temporarily for the existing fixed assignments on 136.03 Mc/s in British Columbia.

Note 4: When the possibility exists that assignments outside of the normal coordination zones might result in harmful interference to the radio services of the other country due to their peculiar circumstances, i.e., antenna height, power, directive arrays, abnormal service volumes, etc., the assignment of the frequencies involved may, to the extent practicable, be the subject of special coordination by the DOT and FAA.

ARRANGEMENT C

ARRANGEMENT FOR FREQUENCY COORDINATION OF FIXED INSTALLATION RADARS

(Ottawa March 1962)

It is agreed that:

1. Coordination shall be effected in those frequency bands used by fixed installation radars, some of which are essential to the defence of North America, whenever there is considered to be a likelihood of harmful interference. For this purpose information will be exchanged through the authorized coordination agencies, as follows:

   (a) All relevant existing assignments as of the effective date of this arrangement, as soon as practicable.

   (b) Current editions of the information in (a), as requested.

   (c) Proposed or planned assignments as far in advance as practicable.

2. The authorized agencies and channels through which coordination will be effected are specified in the Index to the Technical Annex. When more than one authorized coordination agency or channel is listed in that Index for a particular frequency band, military matters shall be coordinated through the authorized military agencies or channels and civil matters through the authorized civil agencies or channels indicated for that band.

3. Detailed characteristics of transmitting and receiving equipment, for both radar and any relevant non-radar equipment, will be exchanged in advance of the coordination referred to above. The minimum desirable information is as follows:

   (a) Frequency band or operating frequencies
   (b) Location name and geographical coordinates
   (c) Site elevation above sea level and antenna height above ground
   (d) Class of emission and necessary bandwidth
   (e) Power (peak) delivered to the antenna
   (f) Function
   (g) Antenna gain and orientation

4. Until the bands covered by this arrangement have been cleared of potential conflicts, at installations where there is a possibility of harmful interference, evaluation testing of radar installations will be carried out at the time of activation and maximum cooperation will be extended in obtaining the best engineering solution to any harmful interference problems. It is recognized that special problems exist in bands presently in use for non-radar purposes. These problems require continuous further study as regards both

ARRANGEMENT C

the procedures and the necessity of allocation adjustments so as to accommodate radars essential to the defence of North America.

5. Radar assignments in use on the effective date of this arrangement are not subject to further coordination by virtue of this arrangement.

6. Mobile radar assignments are not subject to this arrangement.

ARRANGEMENT D

ARRANGEMENT BETWEEN THE DEPARTMENT OF TRANSPORT AND THE INTERDEPARTMENT RADIO ADVISORY COMMITTEE FOR THE EXCHANGE OF FREQUENCY ASSIGNMENT INFORMATION AND ENGINEERING COMMENTS ON PROPOSED ASSIGNMENTS ALONG THE CANADA-UNITED STATES BORDERS IN THE FREQUENCY BAND 162-174 MC/S.

(Adopted Washington D.C. June 1956, Revised Ottawa March 1962)

1. This arrangement provides for the exchange of frequency assignment information and engineering comments on proposed assignments in the 162–174 Mc/s frequency band along the Canada-United States Borders.

2. This arrangement applies in the areas bounded by:

Line A—Begins at Aberdeen, Wash. running by great circle arc to the intersection of 48°N., 120° W., thence along parallel 48° N., to the intersection of 95° W., thence by great circle arc through the southernmost point of Duluth, Minn., thence by great circle arc to 45° N., 85° W., thence southward along meridian 85° W., to its intersection with parallel 41° N., thence along parallel 41° N., to its intersection with meridian 82° W., thence by great circle arc through the southernmost point of Bangor, Me., thence by great circle arc through the southernmost point of Searsport, Me., at which point it terminates; and

Line B—Begins at Tofino, B.C., running by great circle arc to the intersection of 50° N., 125° W., thence along parallel 50° N., to the intersection of 90° W., thence by great circle arc to the intersection of 45° N., 79° 30′W., thence by great circle arc through the northernmost point of Drummondville, Quebec (Lat: 45° 52′ N., Long: 72° 30′ W.), thence by great circle arc to 48° 30′ N., 70° W., thence by great circle arc through the northernmost point of Campbellton, N.B., thence by great circle arc through the northernmost point of Liverpool, N.S., at which point it terminates.

Line C—Begins at the intersection of 70° N., 144° W., thence by great circle arc to the intersection of 60° N., 143° W., thence by great circle arc so as to include all of the Alaskan Panhandle; and

Line D—Begins at the intersection of 70°N., 138°W., thence by great circle arc to the intersection of 61°20′ N., 139°W. (Burwash Landing), thence by great circle arc to the intersection of 60°45′ N., 135°W., thence by great circle arc to the intersection of 56°N., 128°W., thence south along 128° meridian to Lat. 55°N., thence by great circle arc to the intersection

ARRANGEMENT D

of 54°N., 130°W., thence by great circle arc to Port Clements, thence to the Pacific Ocean where it ends.

3. Current records of frequency assignments in the frequency band 162–174 Mc/s will be exchanged as required.

4. (a) Before either Agency takes final action on any proposal for the use of any frequency in the band 162–174 Mc/s in the areas stipulated herein involving power in excess of five (5) watts, it will refer the pertinent particulars of the proposed assignment in the form shown in the appropriate Appendix hereof, to the other Agency for comment on whether the granting of an authorization will be liable to result in the causing of harmful interference to any existing radio operations of the Agency whose views are sought.

(b) If adverse comment is not received within thirty (30) calendar days from the date of the receipt of the proposal the initiating Agency may go ahead with the operation after having notified the other Agency. In an emergency, coordination may be effected after the assignment is put into operation.

(c) Neither the Interdepartment Radio Advisory Committee nor the Department of Transport shall be bound to act in accordance with the views of the other. However, to keep such instances to a minimum, each Agency should cooperate to the fullest extent practicable with the other by furnishing such additional data as may be required.

5. In cases where the information available makes it difficult to determine whether harmful interference would be created by the granting of a particular authorization, arrangements may be made for actual on-the-air tests to be observed by representatives of each Agency and further exchanges of engineering comments following such tests.

6. In the interest of planned use of the spectrum, information about future expansions and adjustments of the services allocated the use of the band 162–174 Mc/s, in the areas stipulated herein, may be exchanged to the maximum extent practicable.

7. Where a previously coordinated frequency assignment is in use and an additional assignment is proposed for the same frequency in the same area, the additional assignment must also be coordinated, attention being drawn to the previous coordination. This does not apply to the addition of mobile units to a previously coordinated land mobile system.

APPENDIX 1
TO ARRANGEMENT D

AIR SERVICES
TELECOMMUNICATIONS AND
ELECTRONICS BRANCH

CANADA

SERIAL:

DATE:

DEPARTMENT OF TRANSPORT
OTTAWA

EXECUTIVE SECRETARY
INTERDEPARTMENT RADIO ADVISORY COMMITTEE
WASHINGTON 25, D.C.

SIR,

THIS OFFICE HAS RECEIVED AN APPLICATION FOR RADIO COMMUNICATION FACILITIES CONTAINING THE FOLLOWING TECHNICAL DETAILS OF OPERATION. YOUR COMMENTS REGARDING THE USE OF THE FREQUENCIES INDICATED WOULD BE APPRECIATED.

NAME OF APPLICANT: _____

FILE NO: _____ SERVICE: _____

CLASS OF STATION	NUMBER OF STATIONS	LOCATION		FREQ. MC/S	POWER WATTS	BAND WIDTH & EMISSION	COMMENTS
		LAT. N.	LONG. W.				

ADDITIONAL INFORMATION:

DIRECTOR,
TELECOMMUNICATIONS AND ELECTRONICS BRANCH

COMMENTS WITH REGARD TO APPLICATIONS:

EXECUTIVE SECRETARY
INTERDEPARTMENT RADIO
ADVISORY COMMITTEE

41-4504 (AR-5-63)

APPENDIX 2 TO
ARRANGEMENT D

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF EMERGENCY PLANNING
INTERDEPARTMENT RADIO ADVISORY COMMITTEE
Washington 25, D.C.

Serial:_____

Date:_____

Director, Telecommunications and Electronics Branch
Department of Transport
Ottawa, Canada

Dear Sir:

Your comments regarding the use of the frequencies indicated would be appreciated.

File No.:_____

Class of Station	Number of Stations	Location		Freq. Mc/s	Power Watts	Band Width & Emission	Comments
		Lat. N.	Long. W.				

Additional information:

_____
Executive Secretary

Comments:

_____
Director, Telecommunications and
Electronics Branch
Department of Transport
Ottawa, Canada

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

MINISTÈRE DES
AFFAIRES EXTÉRIEURES
CANADA

No. 215

OTTAWA, *October 24, 1962.*

SIR,

I have the honour to refer to your Note of October 24, 1962, with its Technical Annex, proposing an Agreement between our two Governments concerning the coordination and use of radio frequencies above thirty megacycles per second.

The arrangements set forth in your Note and its Technical Annex are acceptable to the Government of Canada which concurs in the proposal that your Note with Technical Annex and this reply shall constitute an Agreement for the coordination and use of radio frequencies above thirty megacycles per second between the Government of Canada and the Government of the United States of America to be effective from the date of this reply. Furthermore, it is agreed that because of its nature the Agreement concluded by these Notes may only be terminated by either party giving twelve months' notice, in writing, of its intention to terminate the Agreement.

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

H. C. GREEN
Secretary of State
for External Affairs

The Honourable IVAN B. WHITE,
Charge d'Affaires a.i.,
Embassy of the United States
of America,
Ottawa.

INDIA

Defense: Military Assistance to India

Agreement supplementing the agreement of March 7 and 16, 1951, as amended.
Effected by exchange of notes
Signed at Washington November 14, 1962;
Entered into force November 14, 1962.

The Secretary of State to the Ambassador of India

DEPARTMENT OF STATE
WASHINGTON
November 14, 1962

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes on March 7 and 16, 1951 [1] at Washington, as amended by an Agreement effected by an exchange of notes on April 16 and December 17, 1958, [2] at New Delhi. In response to requests from the Government of India, my Government is prepared to furnish assistance to the Government of India for the purpose of defense against the outright Chinese aggression directed from Peking now facing your country. It is the understanding of my Government that, with regard to defense articles made available to the Government of India under special arrangements to be concluded between representatives of our two Governments, and including defense articles provided between November 3 and November 14, 1962, the Government of India considers the assurances contained in the Agreement effected by the exchange of notes of March 7 and 16, 1951 to be applicable and that the Government of India is prepared:

(1) to offer necessary facilities to representatives of the Government of the United States of America attached to the United States Embassy in India for the purpose of observing and reviewing the use of such articles and to provide them with such information as may be necessary for that purpose; and

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[1] TIAS 2241; 2 UST 872.
[2] TIAS 4322; 10 UST 1713.

(2) to offer for return to the Government of the United States of America such articles furnished by the Government of the United States of America which are no longer needed for the purposes for which originally made available.

A reply to the effect that these understandings are correct will constitute an agreement between the Government of India and the Government of the United States of America, which shall come into force on the date of the note of reply from the Government of India.

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

For the Secretary of State:
PHILLIPS TALBOT

His Excellency
BRAJ KUMAR NEHRU,
Ambassador of India.

The Ambassador of India to the Secretary of State

EMBASSY OF INDIA
WASHINGTON, D.C.
November 14, 1962

MR. SECRETARY,

I have the honour to refer to your note dated November 14, 1962 reading as follows:-

"Excellency:

I have the honour to refer to the Agreement between our two Governments effected by an exchange of notes on March 7 and 16, 1951 at Washington, as amended by an Agreement effected by an exchange of notes on April 16 and December 17, 1958, at New Delhi. In response to requests from the Government of India, my Government is prepared to furnish assistance to the Government of India for the purpose of defense against the outright Chinese aggression directed from Peking now facing your country. It is the understanding of my Government that, with regard to defense articles made available to the Government of India under special arrangements to be concluded between representatives of our two Governments, and including defense articles provided between November 3 and November 14, 1962, the Government of India considers the assurances contained in the Agreement effected by the exchange of notes of March 7 and 16, 1951 to be applicable and that the Government of India is prepared:

(1) to offer necessary facilities to representatives of the Government of the United States of America attached to the United States Embassy in India for the purpose of observing and reviewing the use of such articles and to provide them with such information as may be necessary for that purpose; and

(2) to offer for return to the Government of the United States of America such articles furnished by the Government of the United States of America which are no longer needed for the purposes for which originally made available.

A reply to the effect that these understandings are correct will constitute an agreement between the Government of India and the Government of the United States of America, which shall come into force on the date of the note of reply from the Government of India.

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

(PHILLIPS TALBOT)
For the Secretary of State."

I have the honour to confirm that the understandings set forth in the above quoted note are correct. I agree that your note together with this reply shall constitute an agreement between our two Governments which comes into force on the date of this reply.

I avail myself of the opportunity to convey to you, Mr. Secretary, the assurances of my highest consideration.

BRAJ KUMAR NEHRU

(B. K. Nehru)
Ambassador of India

The Honorable
THE SECRETARY OF STATE
Washington D.C.

[SEAL]

JAPAN

Shellfish: Sanitary Practices in Processing for Shipment

Agreement effected by exchange of notes
Signed at Washington October 24, 1962;
Entered into force October 24, 1962.
With exchange of letters.

The Japanese Ambassador to the Secretary of State

WASHINGTON, D.C., *October 24, 1962*

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two governments directed toward improving and standardizing shellfish sanitation practices and exchanging information on sanitary controls applied to the production and handling of fresh or frozen oysters, clams and mussels intended for shipment between Japan and the United States.

As a result of these discussions the following understandings were reached:

1. Uniform sanitation principles will be applied to the production and handling of all fresh or frozen oysters, clams and mussels intended for shipment between the two countries.
2. The principles in the Manual of Recommended Practice for Sanitary Control of the Shellfish Industry adopted by the United States Public Health Service, as amended from time to time, will be embodied in the relevant sanitary regulations in Japan.
3. The Ministry of Health and Welfare of Japan and the United States Public Health Service will exchange information on the state of compliance with these principles by the competent authorities in their respective countries and will maintain close contacts on matters concerning sanitary conditions of such shellfish.
4. Whenever sanitary observations of shellfish production areas or handling facilities are desired by either government, the other government will facilitate such observations.
5. Detailed arrangements for the implementation of this Agreement may be entered into from time to time by the United States Public Health Service and the Japanese Ministry of Health and Welfare.
6. This Agreement may be terminated by either Government giving thirty days written notice except that frozen oysters, clams and mussels packaged in accordance with the uniform sanitation principles

under this Agreement will be accepted for a period of six months following the termination of the Agreement unless there are cogent public health reasons for prohibiting the importation of such products.

I have the honor to propose that if these understandings meet with the approval of the Government of the United States the present note and your Excellency's note in reply concurring therein shall constitute an agreement between our two governments, which Agreement shall enter into force on the date of your Excellency's reply.

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

KOICHIRO ASAKAI
Ambassador of Japan

The Honorable
DEAN RUSK,
Secretary of State,
Washington, D.C.

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON
October 24, 1962

EXCELLENCY:

I have the honor to refer to your note of October 24, 1962 in which you set forth certain understandings reached as a result of discussions between representatives of our two governments directed toward improving and standardizing shellfish sanitation practices and exchanging information on sanitary controls applied to the production and handling of fresh or frozen oysters, clams and mussels intended for shipment between Japan and the United States.

I have the honor to inform you that the Government of the United States confirms the understandings set forth in your note and agrees that your note and this reply shall constitute an agreement between our two governments which shall enter into force on the date of this note.

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

For the Secretary of State:
W. AVERELL HARRIMAN

His Excellency
KOICHIRO ASAKAI,
Ambassador of Japan.

The Japanese Ambassador to the Assistant Secretary of State for Far Eastern Affairs

WASHINGTON, D.C., *October 24, 1962*

MY DEAR MR. SECRETARY:

I wish to refer to the notes exchanged today regarding shellfish sanitation, and to inform you that the Government of Japan will bear, subject to the availability of annual budgetary appropriations, the cost of observations by an expert or experts of the United States Government provided for in paragraph 4 of my note.

Yours sincerely,

KOICHIRO ASAKAI
Ambassador of Japan

The Honorable
W. AVERELL HARRIMAN,
Assistant Secretary,
Far Eastern Affairs,
Department of State,
Washington, D.C.

The Assistant Secretary of State for Far Eastern Affairs to the Japanese Ambassador

ASSISTANT SECRETARY OF STATE
WASHINGTON
October 24, 1962

MY DEAR MR. AMBASSADOR:

I wish to acknowledge the receipt of your letter of October 24, 1962 relating to shellfish sanitation. The Government of the United States notes that the Government of Japan will bear, subject to the availability of annual budgetary appropriations, the cost of observations by an expert or experts of the United States Government provided for in Paragraph 4 of your note of today.

W. AVERELL HARRIMAN

W. Averell Harriman

His Excellency
KOICHIRO ASAKAI,
Ambassador of Japan.

REPUBLIC OF KOREA

Agricultural Commodities

Agreement signed at Seoul November 7, 1962;
Entered into force November 7, 1962.
With exchange of notes.

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

The Government of the United States of America and the Government of the Republic of Korea:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly countries in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the won accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Korea pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR WON

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Korea

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for won, to purchasers authorized by the Government of the Republic of Korea, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat	$25.74
Cotton	20.25
Corn	.96
Grain sorghums	.42
Tallow	1.97
Ocean Transportation (estimated)	4.98
Total	$54.32

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the won accruing from such sale, and other relevant matters.

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

Article II

USES OF WON

The won accruing to the Government of the United States of America as a consequence of sales made pursuant to the Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

1. For United States expenditures under subsections (a), (b), (f) and (h) through (s) of Section 104 of the Act or under any of such subsections, 10.0 percent of the won accruing pursuant to this Agreement.

2. 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 Korea

incident thereto, 2.2 percent of the won accruing pursuant to this Agreement. It is understood that:

a. Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries or affiliates of such firms in the Republic of Korea for business development and trade expansion in the Republic of Korea, and to United States firms and Republic of Korea firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

b. Loans will be mutually agreeable to AID and the Government of the Republic of Korea, acting through the Bank of Korea. The Governor of the Bank of Korea, or his designate, will act for the Government of the Republic of Korea, and the administrator of AID, or his designate, will act for AID.

c. Upon receipt of an application which AID is prepared to consider, it will inform the Bank of Korea 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 Bank of Korea and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Korea on comparable loans, and the maturities will be consistent with the purposes of the financing.

e. Within sixty days after the receipt of notice that AID is prepared to act favorably upon an application, the Bank of Korea will indicate to AID whether or not the Bank of Korea has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bank of Korea, it shall be understood that the Bank of Korea has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Bank of Korea.

f. In the event the won set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank of Korea, the Government of the United States of America may use the won for any purpose authorized by Section 104 of the Act.

3. To procure military equipment, material, facilities and services for Korean defense forces in accordance with Section 104(c) of the Act, 87.8 percent of the won accruing pursuant to this Agreement.

ARTICLE III

DEPOSIT OF WON

1. The amount of won to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transporation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into won as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Korea, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of Korea.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of won which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of Korea will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to the provisions of this Agreement, except where such resale, transshipment or use is specifically approved by the Government of the United States of America, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketing of the United States of America in these commodities or unduly disrupt world prices of

agricultural commodities or normal patterns of commercial trade with friendly countries.

3. The Government of the Republic of Korea will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities, and information relating to exports of the same or like commodities.

4. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Seoul, this Seventh day of November 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

SAMUEL D. BERGER
American Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

Y. T. KIM

The American Ambassador to the Chairman, Korean Economic Planning Board

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 651 SEOUL, *November 7, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Korea signed today and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following:

1. Upon request of the Government of the United States of America, the Government of the Republic of Korea will provide facilities for the conversion of two percent of the won accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries. In this connection, the Government of the United States of America may utilize won to procure in Korea goods and services needed in connection with agricultural market development projects and activities in other countries. The Government of the Republic of Korea will also provide facilities for the conversion of up to $200,000 worth of won for use under Section 104(h) of the Act and the Mutual Educational and Cultural Exchange Act of 1961 [1] for Korean and American participants in the International Educational Exchange Program, including for air transportation of such participants.
2. The Government of the United States may utilize won in Korea to pay for international travel originating in Korea, or originating outside Korea when travel (including connecting travel) is to or through Korea, and for travel within the United States of America or other areas outside Korea when the travel is part of a trip in which the traveler journeys from, to or through Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which won may be utilized shall not be limited to services provided by Korean transportation facilities.

[1] 75 Stat. 527; 22 U.S.C. § 2451 *note*.

3. The sale of cotton under this Agreement is made on the condition that the Government of the Republic of Korea will import with its own resources from free world sources the equivalent weight of the raw cotton content of total cotton textiles exported during the period that cotton under this agreement is being imported and utilized.

I shall appreciate receiving confirmation that the foregoing also represents the understanding of the Government of the Republic of Korea.

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

SAMUEL D. BERGER

His Excellency
YU TAIK KIM,
Chairman,
Economic Planning Board,
Republic of Korea,
Seoul.

The Chairman, Korean Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL *November 7, 1962*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Korea signed today and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following:

1. Upon request of the Government of the United States of America, the Government of the Republic of Korea will provide facilities for the conversion of two percent of the won accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries. In this connection, the Government of the United States of America may utilize won to procure in Korea goods and services needed in connection with agricultural market development projects and activities in other countries. The Government of the Republic of Korea will also provide facili-

ties for the conversion of up to $200,000 worth of won for use under Section 104(h) of the Act and the Mutual Educational and Cultural Exchange Act of 1961 for Korean and American participants in the International Educational Exchange Program, including for air transportation of such participants.

2. The Government of the United States may utilize won in Korea to pay for international travel originating in Korea, or originating outside Korea when travel (including connecting travel) is to or through Korea, and for travel within the United States of America or other areas outside Korea when the travel is part of a trip in which the traveler journeys from, to or through Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which won may be utilized shall not be limited to services provided by Korean transportation facilities.

3. The sale of cotton under this Agreement is made on the condition that the Government of the Republic of Korea will import with its own resources from free world sources the equivalent weight of the raw cotton content of total cotton textiles exported during the period that cotton under this agreement is being imported and utilized.

I have the honor to inform Your Excellency that the understandings set forth in your note are acceptable to the Government of the Republic of Korea.

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

Y. T. Kim
Yu Taik Kim
Chairman

His Excellency
Samuel D. Berger
Ambassador of the United States of America
Seoul

TRINIDAD AND TOBAGO

Aviation: Continued Application of Certain Agreements to Scheduled Services Between the United States and the Caribbean Area by United States and Trinidad and Tobago Airlines

Agreement effected by exchange of notes
Dated at Port-of-Spain and St. Ann's September 27 and October 8, 1962;
Entered into force October 8, 1962.

The American Chargé d'Affaires ad interim to the Minister of External Affairs of Trinidad and Tobago

No. 1

The Charge d'Affaires ad interim of the United States of America presents his compliments to the Minister of External Affairs of the Government of Trinidad and Tobago and has the honor to refer to the Air Transport Services Agreement of 1946,[1] as amended, between the United States and the United Kingdom, and to the collateral exchange of notes dated November 22, 1961.[2]

With the assumption by the Government of Trinidad and Tobago of pertinent international civil aviation rights and obligations of the United Kingdom, it is understood that the provisions of the agreements under reference will continue to apply to the operation of scheduled services between the United States and the Caribbean area by the airlines of the United States and Trinidad and Tobago pending the conclusion of a new air transport agreement between the two Governments. While the Government of the United States of America wishes to register its willingness to negotiate a new agreement with the Government of Trinidad and Tobago at a mutually convenient future date, there is no urgency with respect to the basic Agreement, which is of indefinite duration. On the other hand, with the expiration of the collateral exchange of notes on October 1, 1962, it appears beneficial to both Governments to make some interim arrangement assuring the temporary continuance of the rights exercised thereunder.

Therefore, the Government of the United States of America proposes extension of the rights accorded by the mentioned exchange of notes until they are superseded by other mutually agreed arrange-

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[1] TIAS 1507; 60 Stat. 1499.
[2] TIAS 4955; *ante*, p. 171.

ments. If this proposal is acceptable, it is suggested that this note and the reply thereto indicating concurrence by the Government of Trinidad and Tobago constitute an agreement to that effect entering into force on the date of the note in reply.

Accordingly, concerning the current application before the United States Civil Aeronautics Board by British West Indian Airways for renewal of authority to operate scheduled airline services over the route Antigua-New York, the Government of the United States of America, to the extent of its legal powers, will be prepared to concur in the continuation of such services by the flag carrier of Trinidad and Tobago, pending conclusion of suitable underlying intergovernmental arrangements.

EMBASSY OF THE UNITED STATES OF AMERICA,
Port of Spain, September 27, 1962.

The Minister of External Affairs of Trinidad and Tobago to the American Chargé d'Affaires ad interim

The Minister of External Affairs presents his compliments to the Chargé d'Affaires ad Interim of the United States and has the honour to refer to his Note I dated 27th September, 1962, concerning the Air Transport Services Agreement of 1946, as amended, between the United States and the United Kingdom and the collateral exchange of Notes dated November 22, 1961.

The Government of Trinidad and Tobago is gratified by the expression of willingness on the part of the Government of the United States of America to negotiate a new Agreement at a mutually convenient future date and to make some interim arrangement assuring the temporary continuance of the rights exercised under the collateral exchange of Notes which expires on October 1st, 1962.

Accordingly the Government of Trinidad and Tobago hereby states that the proposal made by the Government of the United States of America to extend the rights accorded by the mentioned exchange of Notes until they are superseded by other mutually agreed arrangements is acceptable and concurs in the suggestion that this present exchange of Notes constitute an Agreement to that effect entering into force on the date of this Note.

The Minister of External Affairs avails himself of this opportunity to renew to the Chargé d'Affaires ad Interim of the United States of America the assurances of his high consideration.

[SEAL]

MINISTRY OF EXTERNAL AFFAIRS,
OLD GOVERNOR-GENERAL'S SECRETARIAT,
St. Ann's.

8th October, 1962.

TIAS 5209

COLOMBIA

Investment Guaranties

Agreement effected by exchange of letters
Signed at Bogotá October 5, 1962;
Entered into force October 5, 1962.

The United States Coordinator, Alliance for Progress, to the Colombian Acting Minister of Foreign Relations

AMERICAN EMBASSY,
BOGOTÁ, COLOMBIA
October 5, 1962

DEAR MR. MINISTER:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Colombia which further the development of the economic resources and productive capacities of Colombia 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 these conversations:

1. The Government of the United States of America and the Government of Colombia shall upon the request of either Government consult concerning investments in Colombia which the Government of the United States of America may guaranty.

2. The Government of the United States of America shall not guaranty an investment in Colombia unless the Government of Colombia approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

TEODORO MOSCOSO

Teodoro Moscoso
U.S. Coordinator,
Alliance for Progress

Dr. EDUARDO URIBO BOTERO,
Minister of Government,
Acting Minister of Foreign Relations,
Bogotá

The Colombian Acting Minister of Foreign Relations to the United States Coordinator, Alliance for Progress

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

No. R.T. 204 BOGOTÁ, D. E., *Octubre 5 de 1.962.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia, fechada hoy, relativa a las conclusiones que se han obtenido como resultado de conversaciones entre representantes de nuestros dos Gobiernos con respecto a las garantías que conceda el Gobierno de los Estados Unidos de América para proyectos de inversiones en Colombia que sean aprobados por mi Gobierno.

Me complazco en confirmar a Vuestra Excelencia que las condiciones expresadas en su mencionada nota son aceptadas por el Gobierno de Colombia.

Me valgo de esta grata oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

EDUARDO URIBE BOTERO

Eduardo Uribe Botero.
Ministro de Gobierno, Encargado del Despacho de Relaciones Exteriores.

A Su Excelencia el Señor
TEODORO MOSCOSO
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en Misión Especial.
La Ciudad.

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN RELATIONS

No. R.T. 204 BOGOTÁ, D.E., *October 5, 1962*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note, dated today, concerning the conclusions reached as a result of conversations between representatives of our two Governments regarding the guaranties to be issued by the Government of the United States of America for investment projects in Colombia that are approved by my Government.

I take pleasure in confirming to Your Excellency that the Government of Colombia accepts the terms set forth in your aforementioned note.

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

EDUARDO URIBE BOTERO

Eduardo Uribe Botero
Minister of Government,
Acting Minister of Foreign Relations

His Excellency
TEODORO MOSCOSO,
Ambassador Extraordinary and Plenipotentiary
of the United States of America on Special Mission,
City.

ITALY

Experimental Communications Satellites: Intercontinental Testing

Agreement effected by exchange of notes
Signed at Washington February 26 and November 14, 1962;
Entered into force November 14, 1962.

The Secretary of State to the Italian Ambassador

DEPARTMENT OF STATE
WASHINGTON
February 26, 1962

EXCELLENCY:

I have the honor to propose a program of joint participation between the National Aeronautics and Space Administration, on behalf of the Government of the United States of America, and Telespazio, on behalf of the Government of Italy, in intercontinental testing in connection with the experimental communications satellites planned to be launched by the United States under Projects Relay and Telstar. I have the honor to propose further that the details and procedures with respect to such joint participation be in accordance with arrangements between these agencies.

If the foregoing proposals are acceptable to the Government of Italy, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between the two Governments in this matter, which shall enter into force on the date of your note in reply.

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

For the Secretary of State
WILLIAM C. BURDETT

His Excellency
SERGIO FENOALTEA,
Ambassador of Italy.

The Italian Ambassador to the Deputy Assistant Secretary of State for European Affairs

AMBASCIATA D'ITALIA
WASHINGTON, D. C.

N° 8335 NOVEMBER 14, 1962

MY DEAR MR. BURDETT:

I have the honor to refer to your proposal of a program of joint participation between the National Aeronautics and Space Administration, on behalf of the Government of the United States, and Telespazio, on behalf of the Government of Italy, in intercontinental testing in connection with the experimental communication satellites planned to be launched by the United States.

I have the honor to accept the aforementioned proposal and to agree that the details and procedures with respect to such joint participation be in accordance with the memorandum signed between these agencies.

To this purpose, I have the honor to confirm further that your note of February 26, 1962 and this reply shall constitute an agreement between the two Governments in this matter which enters into force from this date.

With the renewed assurance of my highest consideration.

[SEAL] S FENOALTEA

Mr. WILLIAM C. BURDETT
Deputy Assistant Secretary
for European Affairs
Department of State

JAPAN

Experimental Communications Satellites: Intercontinental Testing

Agreement effected by exchange of notes
Signed at Tokyo November 6, 1962;
Entered into force November 6, 1962.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Tokyo, November 6, 1962.

No. 489

EXCELLENCY:

I have the honor to propose a program of cooperation between the National Aeronautics and Space Administration of the United States of America and the Ministry of Posts and Telecommunications of Japan in the testing of the experimental communications satellites to be launched by the former agency under Projects Relay, Rebound, Telstar and such substantially similar projects as may be agreed upon from time to time between the said two agencies. I have the honor to propose further that the technical details and procedures with respect to the above-mentioned program of cooperation will, subject to annual budgetary appropriations to the respective agencies and within the scope of the applicable laws and regulations of each country, be provided for in a memorandum of understanding between these two agencies.

If the foregoing proposals are acceptable to the Government of Japan, I have the honor to propose that this Note and Your Excellency's reply to that effect will constitute an agreement between the two Governments in this matter which will enter into force on the date of Your Excellency's Note in reply.

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

EDWIN O. REISCHAUER

His Excellency
MASAYOSHI OHIRA,
Minister for Foreign Affairs,
Tokyo.

本大臣は、日本国政府がこれらの提案に同意し、かつ、閣下の書簡及びこの返簡が本日効力を生ずる両政府間の合意を構成することに同意することを閣下に通報する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百六十二年十一月六日

日本国外務大臣

大平正芳

日本国駐在アメリカ合衆国特命全権大使

エドウィン・O・ライシャウァー閣下

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有します。

本使は、リレー計画、リバウンド計画、テルスター計画及び実質的にこれらと同様の計画でアメリカ合衆国航空宇宙局と日本国郵政省との間で随時合意するものに基づき航空宇宙局が打ち上げる実験用通信衛星の試験についての両機関の協力の計画を提案する光栄を有します。本使は、前記の協力の計画に関する技術的な細目及び手続は、それぞれの機関の毎年の予算が成立することを条件として、かつ、それぞれの国の関係法令の範囲内で、前記の両機関の間の了解覚書で定めることをさらに提案する光栄を有します。

日本国政府が前記の提案を受諾されるときは、本使は、この書簡及びその旨の閣下の返簡が閣下の返簡の日付の日に効力を生ずるこの問題に関する両政府間の合意を構成することを提案する光栄を有します。

Translation

TOKYO, *November 6, 1962.*

MR. AMBASSADOR:

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

[For the English language text of the note, see *ante*, p. 2470.]

I have the honor to inform Your Excellency that the Government of Japan concurs in the foregoing proposals and agrees that Your Excellency's note and the present reply will constitute an agreement between the two Governments which will enter into force on today's date.

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

MASAYOSHI OHIRA
Minister
for Foreign Affairs of Japan

His Excellency
EDWIN O. REISCHAUER,
Ambassador Extraordinary and
Plenipotentiary of the
United States of America
to Japan.

HONDURAS

Defense: Furnishing of Articles and Services

Agreement effected by exchange of notes Signed at Tegucigalpa October 24, 1962; Entered into force October 24, 1962.

The American Ambassador to the Honduran Minister of Foreign Affairs

No. 51 TEGUCIGALPA, *October 24, 1962.*

EXCELLENCY:

I have the honor to refer to recent conversations between the representatives of our two Governments concerning the furnishing of military assistance to the Government of Honduras for use in accordance with the objectives set forth in Resolutions I and II adopted at Punta del Este on January 31, 1962, at the Eighth Meeting of Consultation of Ministers of Foreign Affairs, Serving as Organ of Consultation in Application of the Inter-American Treaty of Reciprocal Assistance.[1] I am pleased to inform Your Excellency that the Government of the United States of America is prepared to furnish such assistance for this purpose as may be mutually agreed by representatives of our two Governments, subject to the following understandings:

1. Defense articles and defense services shall be or continue to be furnished in accordance with the terms and conditions of the Military Assistance Agreement between the United States of America and the Republic of Honduras, signed at Tegucigalpa on May 20, 1954,[2] with related note of the same date.[3] In view of the special purpose of assistance furnished hereunder, however, the requirements of the third sentence of Article I, paragraph 1, of that Military Assistance Agreement, and so much of the requirements of the first sentence of Article I, paragraph 2, thereof as relates to implementation of defense plans under which our two Governments participate in Missions important to the defense and maintenance of the peace of the Western Hemisphere shall not be applicable to such assistance.

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[1] TIAS 1838; 62 Stat. (2) 1681.

[2] TIAS 2975; 5 UST 843.

[3] Exchange of notes of May 20 and 24, 1954; TIAS 4940; *ante*, p. 78.

2. Defense articles and defense services furnished hereunder may be used for the purpose of implementing the defense plans referred to in paragraph number 1 of this note when not required for use in accordance with the objectives set forth in Resolutions I and II of the Eighth Meeting of Consulation of Ministers of Foreign Affairs and, at such time as so used, shall be subject to all the requirements of the Military Assistance Agreement referred to in paragraph 1 of this note.

3. Defense articles and defense services furnished hereunder shall be subject to the Agreement effected by an exchange of notes signed at Tegucigalpa on May 20, 1954, and May 24, 1954,[1] which relates to disposition of military equipment and materials no longer required for the purpose furnished, at such time as the defense articles or defense services are no longer required for the purposes stated in paragraphs numbered 1 and 2 of this note.

I have the honor to propose that, if these understandings are acceptable to your Government, this note and Your Excellency's reply concurring therein shall constitute an agreement which shall enter into force on the date of your reply.

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

CHARLES R. BURROWS

His Excellency
Lic. ANDRÉS ALVARADO PUERTO,
Minister of Foreign Affairs,
Tegucigalpa.

The Honduran Minister of Foreign Affairs to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA

No.- 1347 - A. V. M. TEGUCIGALPA, D.C., *octubre 24 de 1962.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para dar contestación a la atenta Nota No. 51 de esta misma fecha, en la cual hace referencia a ciertas conversaciones recientes habidas entre representantes de nuestros Gobiernos sobre el suministro de ayuda militar al Gobierno de Honduras para su uso de acuerdo con los propósitos expuestos en las Resoluciones números I y II que fueron adoptados

[1] TIAS 4940; *ante*, p. 78.

en Punta del Este el 31 de enero de 1962, en la Octava Reunión de Consulta de Cancilleres actuando como Organo de Consulta en aplicación del Tratado Interamericano de Asistencia Recíproca; informando que el Ilustrado Gobierno de Vuestra Excelencia está dispuesto a suministrar tanta ayuda de esta naturaleza que mutuamente sea convenida entre los representantes de nuestros dos Gobiernos, sujeta a los siguientes puntos:

"1. El material y los servicios de defensa serán, o seguirán siendo suministrados de acuerdo a los términos y condiciones del Convenio Bilateral de Ayuda Militar entre los Estados Unidos de América y la República de Honduras firmado en Tegucigalpa el 20 de mayo de 1954, con la nota conexa No. 169 que lleva la misma fecha. Empero, en vista del propósito especial de la ayuda suministrada por virtud de la presente, las condiciones expresadas en la tercera frase del Artículo I, párrafo 1, de aquel Convenio de Ayuda Militar, y tanto de la primera frase del Artículo I, párrafo 2 de aquel Convenio, cuanto tiene relación a la ejecución de los planes de defensa bajo los cuales nuestros dos Gobiernos participan conjuntamente en misiones que son importantes para la defensa y la conservación de la paz del hemisferio occidental, no se aplicarán a esta ayuda.

2. El material y los servicios de defensa suministrados bajo esta nota podrán ser utilizados para la ejecución de los planes de defensa referidos en el párrafo precedente (No. 1) siempre y cuando no sean requeridos para los propósitos expuestos en las Resoluciones I y II de la Octava Reunión de Consulta de Cancilleres, y, en el caso de ser así utilizados, caerán bajo todos los requisitos del Convenio de Ayuda Militar referido.

3. El material y los servicios de defensa suministrados bajo esta nota quedarán sujetos al Convenio formalizado mediante un intercambio de notas firmadas en Tegucigalpa el 20 y 24 de mayo de 1954, respectivamente que contempla la disposición de equipo y material militar que no tengan más utilidad para el propósito original, en el momento que los materiales y servicios de defensa no sean ya necesitados para los propósitos declarados en los párrafos de esta nota que llevan los números 1 y 2."

En respuesta a la referida Nota, me complace expresar a Vuestra Excelencia que el Gobierno de Honduras está de acuerdo con los puntos precedentes propuestos por el Ilustrado Gobierno de los Estados Unidos de América y de consiguiente los acepta, constituyendo de esta forma la Nota de Vuestra Excelencia y ésta de contestación un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en esta misma fecha.

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

ANDRES ALVARADO P

Andres Alvarado Puerto
Ministro de Relaciones Exteriores

Excelentísimo Señor CHARLES R. BURROWS,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad.

Translation

DEPARTMENT OF FOREIGN AFFAIRS
OF THE
REPUBLIC OF HONDURAS

DIPLOMATIC SECTION

No. 1347-A. V. M. TEGUCIGALPA, D.C., *October 24, 1962*

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's note No. 51 of this date in which you refer to certain recent conversations between representatives of our Governments concerning the furnishing of military assistance to the Government of Honduras for use in accordance with the objectives set forth in Resolutions Nos. I and II adopted at Punta del Este on January 31, 1962, at the Eighth Meeting of Consultation of Ministers of Foreign Affairs, Serving as Organ of Consultation in Application of the Inter-American Treaty of Reciprocal Assistance, and state that Your Excellency's Government is prepared to furnish as much assistance of this nature as may be mutually agreed between the representatives of our two Governments, subject to the following terms:

[For the English language text of numbered paragraphs 1–3, see *ante*, pp. 2474, 2475.]

In reply to the aforesaid note, I am happy to inform Your Excellency that the Government of Honduras agrees to and consequently accepts the preceding terms proposed by the Government of the United States of America; thus Your Excellency's note and this note in reply constitute an agreement between our two Governments, which will enter into force on this date.

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

ANDRES ALVARADO P

Andres Alvarado Puerto
Minister of Foreign Affairs

His Excellency
CHARLES R. BURROWS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

SWITZERLAND

Aviation: Certificates of Airworthiness for Imported Aircraft

Agreement effected by exchange of notes
Signed at Bern October 13, 1961;
Entered into force provisionally October 13, 1961;
Entered into force definitively November 21, 1962.

The President of the Swiss Confederation, Chief of the Federal Political Department, to the American Ambassador

DER VORSTEHER
DES
EIDG. POLITISCHEN DEPARTEMENTES

BERN, *den 13. Oktober 1961.*

HERR BOTSCHAFTER,

Ich habe die Ehre, mich auf die kürzlich zwischen Vertretern der Schweizerischen Regierung und der Regierung der Vereinigten Staaten von Amerika geführten Verhandlungen zu beziehen, wobei eine Verständigung über die gegenseitige Anerkennung von Lufttüchtigkeitszeugnissen eingeführter Luftfahrzeuge erzielt werden konnte.

Die getroffene Vereinbarung hat folgenden Wortlaut:

Artikel 1

a. Diese Vereinbarung findet Anwendung auf Zivilluftfahrzeuge, die in den Vereinigten Staaten, ihren Gebieten und Besitzungen hergestellt und in die Schweiz ausgeführt werden, und auf Zivilluftfahrzeuge, die in der Schweiz hergestellt und nach den Vereinigten Staaten, ihren Gebieten und Besitzungen ausgeführt werden.

b. Der Ausdruck Luftfahrzeug, wie er hier verwendet wird, erstreckt sich auf Zivilluftfahrzeuge aller Klassen, einschliesslich der für den öffentlichen Verkehr und der für private Zwecke verwendeten, auf Luftfahrzeugmotoren und Propeller sowie auf Ersatzteile für Luftfahrzeuge, Luftfahrzeugmotoren und Propeller, die in Uebereinstimmung mit dieser Vereinbarung ausgeführt wurden.

Artikel 2

Die zuständigen Behörden der Vereinigten Staaten werden den Lufttüchtigkeitszeugnissen für die Ausfuhr, die von den zuständigen Behörden der Schweiz für später in den Vereinigten Staaten einzutragende Luftfahrzeuge ausgestellt werden, die gleiche Gültigkeit zuerkennen, als ob diese Zeugnisse auf Grund der in den Vereinigten Staaten auf diesem Gebiet geltenden Bestimmungen ausgestellt worden wären, vorausgesetzt, dass diese Luftfahrzeuge in der Schweiz hergestellt worden sind, und dass die zuständige Behörde der Schweiz bestätigt hat, dass die Musterunterlagen des Luftfahrzeugs den Lufttüchtigkeitsanforderungen der Schweiz sowie auch allen in Uebereinstimmung mit Artikel 6 vorgeschriebenen Sonderbedingungen entsprechen, und dass sie bestätigt hat, dass das betreffende Luftfahrzeug solchen Musterunterlagen entspricht.

Artikel 3

Die zuständigen Behörden der Schweiz werden den Lufttüchtigkeitszeugnissen für die Ausfuhr, die von den zuständigen Behörden der Vereinigten Staaten für später in der Schweiz einzutragende Luftfahrzeuge ausgestellt werden, die gleiche Gültigkeit zuerkennen, als ob diese Zeugnisse auf Grund der in der Schweiz auf diesem Gebiet geltenden Bestimmungen ausgestellt worden wären, vorausgesetzt, dass diese Luftfahrzeuge in den Vereinigten Staaten, ihren Gebieten oder Besitzungen hergestellt worden sind, und dass die zuständige Behörde der Vereinigten Staaten bestätigt hat, dass die Musterunterlagen des Luftfahrzeugs den Lufttüchtigkeitsanforderungen der Vereinigten Staaten sowie auch allen in Uebereinstimmung mit Artikel 6 vorgeschriebenen Sonderbedingungen entsprechen, und dass sie bestätigt hat, dass das betreffende Luftfahrzeug solchen Musterunterlagen entspricht.

Artikel 4

a. Die zuständigen Behörden der Vereinigten Staaten werden die Uebermittlung aller Einzelheiten der in den Vereinigten Staaten zwingend vorgeschriebenen Aenderungen an die zuständigen Behörden der Schweiz sicherstellen, damit diese die Vornahme dieser Aenderungen an den Luftfahrzeugen der betroffenen Baumuster verlangen können, deren Zeugnisse sie als gültig anerkannt haben.

b. Im Fall von Luftfahrzeugen, für welche die Vereinigten Staaten Lufttüchtigkeitszeugnisse für die Ausfuhr ausgestellt haben, die in der Folge durch die Schweiz als gültig anerkannt wurden, werden die zuständigen Behörden der Vereinigten Staaten auf Wunsch den zuständigen Behörden der Schweiz bei der Feststellung, ob grössere Entwurfsänderungen oder grössere an einem solchen Luftfahrzeug vorgenommene Instandsetzungen den anzuwendenden Lufttüchtigkeitsanforderungen der Vereinigten Staaten entsprechen, Hilfe gewähren.

Artikel 5

a. Die zuständigen Behörden der Schweiz werden die Uebermittlung aller Einzelheiten der in der Schweiz zwingend vorgeschriebenen Aenderungen an die zuständigen Behörden der Vereinigten Staaten sicherstellen, damit diese die Vornahme dieser Aenderungen an den Luftfahrzeugen der betroffenen Baumuster verlangen können, deren Zeugnisse sie als gültig anerkannt haben.

b. Im Fall von Luftfahrzeugen, für welche die Schweiz Lufttüchtigkeitszeugnisse für die Ausfuhr ausgestellt hat, die in der Folge durch die Vereinigten Staaten als gültig anerkannt wurden, werden die zuständigen Behörden der Schweiz auf Wunsch der zuständigen Behörden der Vereinigten Staaten bei der Feststellung, ob grössere Entwurfsänderungen oder grössere an einem solchen Luftfahrzeug vorgenommene Instandsetzungen den anzuwendenden Lufttüchtigkeitsanforderungen der Schweiz entsprechen, Hilfe gewähren.

Artikel 6

a. Die zuständigen Behörden jedes Staates sind berechtigt, die Anerkennung von Lufttüchtigkeitszeugnissen für die Ausfuhr von der Erfüllung der Sonderbedingungen abhängig zu machen, welche diese Behörden jeweils für die Ausstellung von Lufttüchtigkeitszeugnissen in ihrem eigenen Staat vorschreiben. Auskünfte über diese in dem einen Staat geltenden Sonderbedingungen werden von Zeit zu Zeit den zuständigen Behörden des anderen Staates übermittelt.

b. Die zuständigen Behörden jedes Staates werden die zuständigen Behörden des anderen Staates vollständig und fortlaufend über alle in Kraft befindlichen Vorschriften hinsichtlich der Lufttüchtigkeit von Zivilluftfahrzeugen und über alle künftige Aenderungen dieser Vorschriften, welche von Zeit zu Zeit Geltung erlangen, unterrichten.

Artikel 7

Die Frage des bei der Anwendung der Bestimmungen dieser Vereinbarung zu befolgenden Verfahrens wird je nach Bedarf im unmittelbaren Schriftverkehr zwischen den zuständigen Behörden der Vereinigten Staaten und der Schweiz behandelt werden.

Artikel 8

Diese Vereinbarung kann von jeder Regierung durch eine an die andere Regierung gerichtete schriftliche Kündigung mit einer Frist von sechs Monaten beendet werden.

Artikel 9

Diese Vereinbarung ist in deutscher und englischer Sprache abgefasst, wobei beide Texte in gleicher Weise massgebend sind.

Nach Empfang einer Note Eurer Exzellenz, in der angezeigt wird, dass die vorstehenden Bestimmungen von der Regierung der

Vereinigten Staaten von Amerika angenommen werden, wird die Schweizerische Regierung diese Note und Ihre Antwort darauf als eine Vereinbarung über diesen Gegenstand zwischen unseren beiden Regierungen betrachten. Diese Vereinbarung tritt vorläufig mit dem Tage Ihrer Antwortnote in Kraft. Sie tritt endgültig in Kraft mit dem Tage, an dem die Schweizerische Regierung der Regierung der Vereinigten Staaten von Amerika die Ratifikation der Vereinbarung durch die Schweizerische Regierung bekannt gibt.

Genehmigen Sie, Herr Botschafter, die erneute Versicherung meiner ausgezeichneten Hochachtung.

WAHLEN

Seiner Exzellenz
Herrn ROBERT MCKINNEY
Botschafter der Vereinigten Staaten
von Amerika in der Schweiz,
Bern.

English Language Version of the Swiss Note

LE CHEF
DU
DÉPARTEMENT POLITIQUE FÉDÉRAL

BERNE, *October 13th, 1961.*

EXCELLENCY,

I have the honour to refer to the discussions which have recently taken place between representatives of the Government of Switzerland and the Government of the United States of America, reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft.

The agreement as made reads as follows:

Article 1

a. The present agreement applies to civil aircraft constructed in the United States, its territories and possessions and exported to Switzerland; and to civil aircraft constructed in Switzerland and exported to the United States, its territories and possessions.

b. As used herein, the term aircraft shall include civil aircraft of all categories including those used for public transport and those used for private purposes; aircraft engines and propellers; and spare parts for aircraft, aircraft engines and propellers which have been exported in accordance with this agreement.

Article 2

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Switzerland for aircraft sub-

sequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided, that such aircraft have been constructed in Switzerland and the competent authority of Switzerland has certified that the type design of the aircraft complies with the airworthiness requirements of Switzerland together with any special conditions prescribed in accordance with Article 6, and has certified that the particular aircraft conform to such type design.

Article 3

The same validity shall be conferred by the competent authorities of Switzerland on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in Switzerland as if they had been issued under the regulations in force on the subject in Switzerland, provided, that such aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with Article 6, and has certified that the particular aircraft conform to such type design.

Article 4

a. The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Switzerland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Switzerland to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

b. In the case of aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Switzerland, the competent authorities of the United States, shall when requested, afford the competent authorities of Switzerland assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of the United States.

Article 5

a. The competent authorities of Switzerland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Switzerland for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

b. In the case of aircraft for which Switzerland has issued certificates of airworthiness, subsequently validated by the United States,

the competent authorities of Switzerland, shall when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of Switzerland.

Article 6

a. The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependant upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

b. The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

Article 7

The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Switzerland.

Article 8

The present agreement shall be subject to termination by either Government upon six months notice given in writing to the other Government.

Article 9

The present agreement is in the German and English languages, and the texts of both languages are equally authentic.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the United States of America, the Government of Switzerland will consider that this note and Your reply thereto constitute an agreement between our two Governments on this subject, which shall enter into force provisionally[1] on the date of Your reply note and shall enter into force definitively[2] on the date of the notification from the Government of Switzerland to the Government of the United States of America that the agreement has been ratified by the Swiss Government.

[1] Oct. 13, 1961.
[2] Nov. 21, 1962.

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

WAHLEN.

His Excellency
Mr. ROBERT MCKINNEY
Ambassador of the United States of America in Switzerland
Berne.

The American Ambassador to the President of the Swiss Confederation, Chief of the Federal Political Department

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 57 BERN, *October 13, 1961.*

EXCELLENCY:

I have the honour to refer to your note dated Friday, October 13, 1961 reading as follows:

"I have the honour to refer to the discussions which have recently taken place between representatives of the Government of Switzerland and the Government of the United States of America, reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft.

The agreement as made reads as follows:

Article 1

a. The present agreement applies to civil aircraft constructed in the United States, its territories and possessions and exported to Switzerland; and to civil aircraft constructed in Switzerland and exported to the United States, its territories and possessions.

b. As used herein, the term aircraft shall include civil aircraft of all categories including those used for public transport and those used for private purposes; aircraft engines and propellers; and spare parts for aircraft, aircraft engines and propellers which have been exported in accordance with this agreement.

Article 2

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Switzerland for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided, that such aircraft have been constructed in Switzerland and the competent authority of Switzerland has certified that the type design of

the aircraft complies with the airworthiness requirements of Switzerland together with any special conditions prescribed in accordance with Article 6, and has certified that the particular aircraft conform to such type design.

Article 3

The same validity shall be conferred by the competent authorities of Switzerland on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in Switzerland as if they had been issued under the regulations in force on the subject in Switzerland, provided, that such aircraft have been constructed in the United States, its territories or possessions and the competent authority of the United States has certified that the type design of the aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with Article 6, and has certified that the particular aircraft conform to such type design.

Article 4

a. The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Switzerland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Switzerland to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

b. In the case of aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Switzerland, the competent authorities of the United States shall, when requested, afford the competent authorities of Switzerland assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of the United States.

Article 5

a. The competent authorities of Switzerland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Switzerland for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

b. In the case of aircraft for which Switzerland has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Switzerland shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of Switzerland.

Article 6

a. The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

b. The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

Article 7

The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Switzerland.

Article 8

The present agreement shall be subject to termination by either Government upon six months notice given in writing to the other Government.

Article 9

The present agreement is in the German and English languages, and the texts of both languages are equally authentic.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the United States of America, the Government of Switzerland will consider that this note and Your reply thereto constitute an agreement between our two Governments on this subject, which shall enter into force provisionally on the date of Your reply note and shall enter into force definitively on the date of the notification from the Government of Switzerland to the Government of the United States of America that the agreement has been ratified by the Swiss Government.

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

I have the honour to convey the agreement of the Government of the United States of America to the foregoing and I confirm that your note of Friday, October 13, 1961 and my reply given herewith constitute an agreement between our two Governments on this subject.

Accept, Mr. President, the renewed assurances of my highest consideration.

ROBERT M. MCKINNEY

His Excellency
Mr. FRIEDRICH T. WAHLEN,
President of the Swiss Confederation,
Chief of the Federal Political Department,
Bern.

German Language Version of the United States Note

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

Nr. 57 BERN, *13. Oktober 1961*

HERR BUNDESPRÄSIDENT,

Ich habe die Ehre, mich auf Ihre Note vom Freitag, 13. Oktober 1961 zu beziehen, welche folgenden Wortlaut hat:

"Ich habe die Ehre, mich auf die kürzlich zwischen Vertretern der Schweizerischen Regierung und der Regierung der Vereinigten Staaten von Amerika geführten Verhandlungen zu beziehen, wobei eine Verständigung über die gegenseitige Anerkennung von Lufttüchtigkeitszeugnissen eingeführter Luftfahrzeuge erzielt werden konnte.

Die getroffene Vereinbarung hat folgenden Wortlaut:

Artikel 1

a. Diese Vereinbarung findet Anwendung auf Zivilluftfahrzeuge, die in den Vereinigten Staaten, ihren Gebieten und Besitzungen hergestellt und in die Schweiz ausgeführt werden, und auf Zivilluftfahrzeuge, die in der Schweiz hergestellt und nach den Vereinigten Staaten, ihren Gebieten und Besitzungen ausgeführt werden.

b. Der Ausdruck Luftfahrzeug, wie er hier verwendet wird, erstreckt sich auf Zivilluftfahrzeuge aller Klassen, einschliesslich der für den öffentlichen Verkehr und der für private Zwecke verwendeten, auf Luftfahrzeugmotoren und Propeller sowie auf Ersatzteile für Luftfahrzeuge, Luftfahrzeugmotoren und Propeller, die in Uebereinstimmung mit dieser Vereinbarung ausgeführt wurden.

Artikel 2

Die zuständigen Behörden der Vereinigten Staaten werden den Lufttüchtigkeitszeugnissen für die Ausfuhr, die von den zuständigen Behörden der Schweiz für später in den Vereinigten Staaten einzutragende Luftfahrzeuge ausgestellt werden, die gleiche Gültigkeit zuerkennen, als ob diese Zeugnisse auf Grund der in den Vereinigten Staaten auf diesem Gebiet geltenden Bestimmungen ausgestellt wor-

den wären, vorausgesetzt, dass diese Luftfahrzeuge in der Schweiz hergestellt worden sind, und dass die zuständige Behörde der Schweiz bestätigt hat, dass die Musterunterlagen des Luftfahrzeugs den Lufttüchtigkeitsanforderungen der Schweiz sowie auch allen in Uebereinstimmung mit Artikel 6 vorgeschriebenen Sonderbedingungen entsprechen, und dass sie bestätigt hat, dass das betreffende Luftfahrzeug solchen Musterunterlagen entspricht.

Artikel 3

Die zuständigen Behörden der Schweiz werden den Lufttüchtigkeitszeugnissen für die Ausfuhr, die von den zuständigen Behörden der Vereinigten Staaten für später in der Schweiz einzutragende Luftfahrzeuge ausgestellt werden, die gleiche Gültigkeit zuerkennen, als ob diese Zeugnisse auf Grund der in der Schweiz auf diesem Gebiet geltenden Bestimmungen ausgestellt worden wären, vorausgesetzt, dass diese Luftfahrzeuge in den Vereinigten Staaten, ihren Gebieten oder Besitzungen hergestellt worden sind, und dass die zuständige Behörde der Vereinigten Staaten bestätigt hat, dass die Musterunterlagen des Luftfahrzeugs den Lufttüchtigkeitsanforderungen der Vereinigten Staaten sowie auch allen in Uebereinstimmung mit Artikel 6 vorgeschriebenen Sonderbedingungen entsprechen, und dass sie bestätigt hat, dass das betreffende Luftfahrzeug solchen Musterunterlagen entspricht.

Artikel 4

a. Die zuständigen Behörden der Vereinigten Staaten werden die Uebermittlung aller Einzelheiten der in den Vereinigten Staaten zwingend vorgeschriebenen Aenderungen an die zuständigen Behörden der Schweiz sicherstellen, damit diese die Vornahme dieser Aenderungen an den Luftfahrzeugen der betroffenen Baumuster verlangen können, deren Zeugnisse sie als gültig anerkannt haben.

b. Im Fall von Luftfahrzeugen, für welche die Vereinigten Staaten Lufttüchtigkeitszeugnisse für die Ausfuhr ausgestellt haben, die in der Folge durch die Schweiz als gültig anerkannt wurden, werden die zuständigen Behörden der Vereinigten Staaten auf Wunsch den zuständigen Behörden der Schweiz bei der Feststellung, ob grössere Entwurfsänderungen oder grössere an einem solchen Luftfahrzeug vorgenommene Instandsetzungen den anzuwendenden Lufttüchtigkeitsanforderungen der Vereinigten Staaten entsprechen, Hilfe gewähren.

Artikel 5

a. Die zuständigen Behörden der Schweiz werden die Uebermittlung aller Einzelheiten der in der Schweiz zwingend vorgeschriebenen Aenderungen an die zuständigen Behörden der Vereinigten Staaten sicherstellen, damit diese die Vornahme dieser Aenderungen an den

Luftfahrzeugen der betroffenen Baumuster verlangen können, deren Zeugnisse sie als gültig anerkannt haben.

b. Im Fall von Luftfahrzeugen, für welche die Schweiz Lufttüchtigkeitszeugnisse für die Ausfuhr ausgestellt hat, die in der Folge durch die Vereinigten Staaten als gültig anerkannt wurden, werden die zuständigen Behörden der Schweiz auf Wunsch den zuständigen Behörden der Vereinigten Staaten bei der Feststellung, ob grössere Entwurfsänderungen oder grössere an einem solchen Luftfahrzeug vorgenommene Instandsetzungen den anzuwendenden Lufttüchtigkeitsanforderungen der Schweiz entsprechen, Hilfe gewähren.

Artikel 6

a. Die zuständigen Behörden jedes Staates sind berechtigt, die Anerkennung von Lufttüchtigkeitszeugnissen für die Ausfuhr von der Erfüllung der Sonderbedingungen abhängig zu machen, welche diese Behörden jeweils für die Ausstellung von Lufttüchtigkeitszeugnissen in ihrem eigenen Staat vorschreiben. Auskünfte über diese in dem einen Staat geltenden Sonderbedingungen werden von Zeit zu Zeit den zuständigen Behörden des anderen Staates übermittelt.

b. Die zuständigen Behörden jedes Staates werden die zuständigen Behörden des anderen Staates vollständig und fortlaufend über alle in Kraft befindlichen Vorschriften hinsichtlich der Lufttüchtigkeit von Zivilluftfahrzeugen und über alle künftige Aenderungen dieser Vorschriften, welche von Zeit zu Zeit Geltung erlangen, unterrichten.

Artikel 7

Die Frage des bei der Anwendung der Bestimmungen dieser Vereinbarung zu befolgenden Verfahrens wird je nach Bedarf im unmittelbaren Schriftverkehr zwischen den zuständigen Behörden der Vereinigten Staaten und der Schweiz behandelt werden.

Artikel 8

Diese Vereinbarung kann von jeder Regierung durch eine an die andere Regierung gerichtete schriftliche Kündigung mit einer Frist von sechs Monaten beendet werden.

Artikel 9

Diese Vereinbarung ist in deutscher und englischer Sprache abgefasst, wobei beide Texte in gleicher Weise massgebend sind.

Nach Empfang einer Note Eurer Exzellenz, in der angezeigt wird, dass die vorstehenden Bestimmungen von der Regierung der Vereinigten Staaten von Amerika angenommen werden, wird die Schweizerische Regierung diese Note und Ihre Antwort darauf als eine Vereinbarung über diesen Gegenstand zwischen unseren beiden Regierungen betrachten. Diese Vereinbarung tritt vorläufig mit dem Tage Ihrer Antwortnote in Kraft. Sie tritt endgültig in Kraft mit dem Tage,

an dem die Schweizerische Regierung der Regierung der Vereinigten Staaten von Amerika die Ratifikation der Vereinbarung durch die Schweizerische Regierung bekannt gibt.

Genehmigen Sie, Herr Botschafter, die erneute Versicherung meiner ausgezeichneten Hochachtung".

Ich habe die Ehre zu erklären, dass die Regierung der Vereinigten Staaten von Amerika mit dem Vorstehenden einverstanden ist und ich bestätige, dass Ihre Note vom Freitag, 13. Oktober 1961 und meine vorliegende Antwort eine Vereinbarung über diesen Gegenstand zwischen unsern Regierungen darstellen.

Genehmigen Sie, Herr Bundespräsident, die erneute Versicherung meiner ausgezeichneten Hochachtung.

ROBERT M. MCKINNEY

Herrn Bundespräsident FRIEDRICH T. WAHLEN
Vorsteher des Eidgenössischen Politischen Departementes
Bern.

INDIA

Agricultural Commodities

Agreement signed at Washington November 30, 1962;
Entered into force November 30, 1962.
With exchange of notes.

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

The Government of the United States of America and the Government of India;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the Indian rupees accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to India pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

Sales for Indian Rupees

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of India of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for rupees, to purchasers authorized by the Government of India, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value
Evaporated milk	$4,118,000
Processed cheese	76,000
Nonfat dried milk	71,000
Whole milk powder	273,000
Canned fruit cocktail and/or canned peaches	99,000
Ocean transportation (Estimated)	466,000
Total	$5,103,000

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of rupees accruing from such sale, and other relevant matters.

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

ARTICLE II

Uses of Rupees

The rupees accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown;

A. For United States expenditure under subsections (a), (b), (d), (e), (f) and (h) through (r) of Section 104 of the Act, or under

any of such subsections, fifteen percent of the rupees accruing pursuant to this Agreement.

B. For a loan to the Government of India under Section 104(g) of the Act for financing such projects to promote economic development as may be mutually agreed, eighty-five percent of the rupees accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the rupees for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the rupees for any purpose authorized by Section 104 of the Act.

Article III

Deposit of Rupees

1. The amount of rupees to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into rupees, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of India, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of India.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of rupees which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

General Undertakings

1. The Government of India will take all possible measures to prevent the resale or transshipment to other countries or the use for other than the Indian Armed Forces (except where such resale, trans-

shipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export from India.

2. The two Governments will take reasonable precautions to assure that sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or materially impair trade relations among countries of the free world.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of India will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities, and information relating to exports of the same or like commodities.

Article V

Consultation

The two Governments will, upon request of either of them, consult regarding any matters relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

Article VI

Entry into Force

The Agreement shall enter into force upon signature.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Washington, in duplicate, this thirtieth day of November, 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

G. Griffith Johnson

FOR THE GOVERNMENT OF INDIA:

Braj Kumar Nehru

The Secretary of State to the Ambassador of India

DEPARTMENT OF STATE
WASHINGTON
November 30, 1962

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of India (hereinafter referred to as the Agreement) and, with regard to the use of the commodities and the rupees accruing to uses indicated under Paragraph A of Article II of the Agreement, to state that the understanding of the Government of the United States of America is as follows:

1. Upon request of the Government of the United States of America, the Government of India will provide facilities for conversion of two percent of the rupees accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries. In this connection, the Government of the United States of America may utilize rupees to procure in India goods and services needed in connection with agricultural market development projects and activities in other countries.

2. The Government of the United States may utilize Indian rupees in India to pay for international travel originating in India, or originating outside India when the travel (including connecting travel) is to or through India, and for travel within the United States of America or other areas outside India when the travel is part of a trip in which the traveler journeys from, to or through India. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Indian rupees may be utilized shall not be limited to services provided by Indian transportation facilities.

3. Five percent of the rupees accruing under this Agreement will be used for loans to be made by the Agency for International Development (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in India incident thereto. It is understood that:

(a) Such loans will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in India for business development and trade expansion in India, and to United States firms and Indian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise

increasing the consumption of and markets for United States agricultural products.

(b) Loans will be mutually agreeable to AID and the Government of India acting through the Department of Economic Affairs of the Ministry of Finance. The Secretary, Department of Economic Affairs, or his designate, will act for the Government of India, and the Administrator of AID, or his designate, will act for AID.

(c) Upon receipt of an application which AID is prepared to consider, it will inform the Department of Economic Affairs of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purpose for which the loan proceeds would be expended.

(d) When AID is prepared to act favorably upon an application, it will so notify the Department of Economic Affairs and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in India on comparable loans and the maturities will be consistent with the purpose of the financing.

(e) Within sixty days after receipt of notice that AID is prepared to act favorably upon an application, the Department of Economic Affairs will indicate to AID whether or not the Department has any objection to the proposed loan.

(f) Unless within the sixty-day period AID has received such a communication from the Department of Economic Affairs, it shall be understood that the Department has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Department of Economic Affairs.

4. With respect to commodities provided for in this Agreement, it is understood that such commodities will be used only by the Indian Armed Forces and will not be distributed into commercial channels.

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

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

For the Secretary of State:

G. Griffith Johnson

His Excellency
Braj Kumar Nehru,
Ambassador of India.

The Ambassador of India to the Assistant Secretary of State for Economic Affairs

EMBASSY OF INDIA
WASHINGTON, D.C.
November 30, 1962.

The Honorable
G. GRIFFITH JOHNSON,
Assistant Secretary of State
for Economic Affairs,
Department of State,
Washington 25, D.C.

SIR,

I have received your note of today on the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Government of India (hereinafter referred to as the Agreement) and, with regard to the use of the commodities and the rupees accruing to uses indicated under Paragraph A of Article II of the Agreement, to state that the understanding of the Government of the United States of America is as follows:

1. Upon request of the Government of the United States of America, the Government of India will provide facilities for conversion of two percent of the rupees accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries. In this connection, the Government of the United States of America may utilize rupees to procure in India goods and services needed in connection with agricultural market development projects and activities in other countries.

2. The Government of the United States may utilize Indian rupees in India to pay for international travel originating in India, or originating outside India when the travel (including connecting travel) is to or through India, and for travel within the United States of America or other areas outside India when the travel is part of a trip in which the traveler journeys from, to or through India. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Indian

rupees may be utilized shall not be limited to services provided by Indian transportation facilities.

3. Five percent of the rupees accruing under this Agreement will be used for loans to be made by the Agency for International Development (hereinafter referred to as AID) under Section 104 (e) of the Act and for administrative expenses of AID in India incident thereto. It is understood that:

(a) Such loans will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in India for business development and trade expansion in India, and to United States firms and Indian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(b) Loans will be mutually agreeable to AID and the Government of India acting through the Department of Economic Affairs of the Ministry of Finance. The Secretary, Department of Economic Affairs, or his designate, will act for the Government of India, and the Administrator of AID, or his designate, will act for AID.

(c) Upon receipt of an application which AID is prepared to consider, it will inform the Department of Economic Affairs of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purpose for which the loan proceeds would be expended.

(d) When AID is prepared to act favorably upon an application, it will so notify the Department of Economic Affairs and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in India on comparable loans and the maturities will be consistent with the purpose of the financing.

(e) Within sixty days after receipt of notice that AID is prepared to act favorably upon an application, the Department of Economic Affairs will indicate to AID whether or not the Department has any objection to the proposed loan.

(f) Unless within the sixty-day period AID has received such a communication from the Department of Economic Affairs, it shall be understood that the Department has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Department of Economic Affairs.

4. With respect to commodities provided for in this Agreement, it is understood that such commodities will be used only by the Indian Armed Forces and will not be distributed into commercial channels.

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

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

2. I have the honour to inform you that the contents of your note represent the understanding of the Government of India.

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

Yours faithfully,

BRAJ KUMAR NEHRU
Ambassador of India.

DOMINICAN REPUBLIC

Weather Stations: Cooperative Meteorological Program

Agreement effected by exchange of notes
Signed at Santo Domingo August 2 and October 25, 1962;
Entered into force October 25, 1962;
Operative retroactively July 1, 1962.

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

No. 115 SANTO DOMINGO, *August 2, 1962*

EXCELLENCY:

I have the honor to refer to the Cooperative Program between the Government of the Dominican Republic and the Government of the United States of America for the establishment and operation of a rawinsonde observation station in Sabana de la Mar, which is now being moved to the Central Meteorological Observatory at Santo Domingo. The program was established under the terms of an agreement between the Government of the United States of America and the Government of the Dominican Republic effected by an exchange of notes of July 25 and August 11, 1956.[1] The agreement entered into force on November 16, 1956 and remained in force through June 30, 1959.

The purpose of this program is to provide essential meteorological information for the preparation of hurricane warnings and for research into the origin, development, structure, and movement of hurricanes. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying winds, tides, and floods.

I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the Cooperative Meteorological Program be continued for an additional period of three years, in accordance with the following principles:

1. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the Dominican Republic, the National Meteorological Service, an agency of the Ministry of Public Works and Communications, hereinafter referred to as the Dominican Republic

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[1] TIAS 3699; 7 UST 3197.

Cooperating Agency, and (2) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency. The technical details necessary for carrying out the program shall be embodied in a Memorandum of Arrangement between the Cooperating Agencies. The Memorandum of Arrangement may be amended at any time by the concurrence of the Cooperating Agencies.

2. General Purpose. The general purposes of the present agreement shall be as follows:

(a) To provide for the operation of an aerological observing station at Santo Domingo in order to secure reports of combined radiowind and radiosonde observations daily at the standard times of 0000 and 1200 GMT and occasionally at other times, upon the request of the United States Cooperating Agency, when additional observations are needed for hurricane forecasting and research.

(b) To provide for the daily exchange of reports of combined radiowind and radiosonde observations between the Cooperating Agencies for the use of the respective country, in addition to other exchanges previously established.

3. Title to Property. Title to all buildings and real estate associated with this project shall be vested in the Dominican Cooperating Agency, and title to all equipment furnished by the United States Cooperating Agency or purchases with funds supplied by the United States Cooperating Agency shall remain vested in that Agency.

4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Dominican Republic Cooperating Agency shall be paid directly by the Government of the Dominican Republic.

5. Conduct of Work. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency. The Dominican Republic Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment including vehicles by the United States agents or employees. Employees furnished by the Dominican Republic Cooperating Agency shall be considered as being in the sole employment of the Dominican Republic Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment including vehicles by the agents or employees of the Dominican Republic Cooperating Agency.

6. Exemption from Duties and Taxes. All equipment and supplies imported into the Dominican Republic by the United States Cooperating Agency for use in the cooperative program shall be admitted free of customs and import duties. Employees of the Government of the United States, whose services may be provided by the United States Cooperating Agency for the purpose of the present agreement, shall be exempt from all Dominican Republic taxes and social security taxes. Such employees shall also be exempt from the payment of customs and import duties on one automobile or its replacement, household goods and personal effects, equipment and supplies imported into the Dominican Republic for their own use or that of the members of their immediate families.

7. Term. The Agreement shall remain in force through June 30, 1965 and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

I have the honor to propose that this note and Your Excellency's reply concurring in the proposals contained herein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply, operative retroactively as of July 1, 1962.

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

JOHN BARTLOW MARTIN

His Excellency
JOSE ANTONIO BONILLA ATILES,
Secretary of State for Foreign Relations,
Santo Domingo

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

REPUBLICA DOMINICANA
Secretaría de Estado
de Relaciones Exteriores

SANTO DOMINGO, D. N.
25 de octubre de 1962

SAA-26864

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota número 115, de fecha 2 de agosto pasado, mediante la cual se sirve Vuestra Excelencia, a nombre

de su Gobierno, proponer la prórroga por tres años del Programa Meteorológico Cooperativo entre el Gobierno de la República Dominicana y el Gobierno de los Estados Unidos, de acuerdo con los términos establecidos en dicha nota.

Sobre el particular llevo a conocimiento de Vuestra Excelencia, a nombre de mi Gobierno, que el Gobierno de la República Dominicana ha resuelto dar su aprobación a la mencionada propuesta para la extensión del Programa Meteorológico Cooperativo establecido mediante canje de notas del 25 de julio y 11 de agosto de 1956, según los términos contenidos en la nota citada de Vuestra Excelencia número 115, del 2 de agosto pasado.

En consecuencia, tengo a bien transcribir el texto previsto para el mencionado Acuerdo, según ha sido propuesto por la nota de Vuestra Excelencia:

"1. Agencias Cooperativas. Las agencias cooperativas serán (1) para el Gobierno de la República Dominicana, el Servicio Meteorológico Nacional, una dependencia de la Secretaría de Obras Públicas y Comunicaciones, que en lo adelante se denominará Agencia Cooperativa de la República Dominicana y (2) para el Gobierno de los Estados Unidos, lo será el Negociado del Tiempo, Departamento de Comercio, que en lo adelante se denominará Agencia Cooperativa de los Estados Unidos. Los detalles técnicos necesarios para llevar a cabo el programa, se incluirán en un Memorandum de Convenio entre las Agencias Cooperativas. El memorandum de Convenio puede ser enmendado en cualquier momento con la participación de las Agencias Cooperativas.

2. Fines Generales. Los fines generales del presente acuerdo serán los siguientes:

a) Disponer el funcionamiento de una estación de observación aerológica en Santo Domingo con el propósito de obtener informes de observaciones combinadas de radio-viento y radio-sonda diariamente, a las horas normales de 0000 y 1200 GMT y ocasionalmente a otras horas, a solicitud de la Agencia Cooperativa de los Estados Unidos cuando se necesiten observaciones adicionales para pronóstico e investigación de huracanes.

b) Disponer el canje diario de reportes de observaciones combinadas de radio-viento y radio-sonda entre las Agencias Cooperativas para el uso de los países respectivos, además de los cambios previamente establecidos.

3. Título de la Propiedad. Los títulos para todos los edificios y bienes raíces relacionados con este proyecto serán de la exclusividad de la Agencia Dominicana de Cooperación, y el Título de todo el equipo suministrado por la Agencia Cooperativa de los Estados Unidos o las compras que efectúen con los fondos suministrados por la Agencia

Cooperativa de los Estados Unidos, quedará como propiedad de esa Agencia.

4. Gastos. Todos los gastos inherentes a las obligaciones contraídas por la Agencia Cooperativa de los Estados Unidos serán pagados directamente por el Gobierno de los Estados Unidos de América, y todos los gastos inherentes a las obligaciones contraídas por la Agencia Cooperativa de la República Dominicana serán pagados directamente por el Gobierno de la República Dominicana.

5. Relación del Trabajo. Los empleados suministrados por la Agencia Cooperativa de los Estados Unidos serán considerados únicamente como empleados de la Agencia Cooperativa de los Estados Unidos. La Agencia Cooperativa de la República Dominicana y sus funcionarios y agentes se mantendrán exentos de cualquier responsabilidad que resulte del uso del equipo de la estación incluyendo vehículos por parte de los agentes o empleados de los Estados Unidos. Los empleados suministrados por la Agencia Cooperativa de la República Dominicana serán considerados únicamente como empleados de la Agencia Cooperativa de la República Dominicana. La Agencia Cooperativa de los Estados Unidos y sus funcionarios y agentes se mantendrán exentos de cualquier responsabilidad que resulte del uso del equipo de la estación incluyendo vehículos por parte de los agentes o empleados de la Agencia Cooperativa de la República Dominicana.

6. Exoneración de Derechos de Aduana e Impuestos. Todo el equipo y abastecimiento importado a la República Dominicana por la Agencia Cooperativa de los Estados Unidos, para ser utilizados en el programa cooperativo, será exonerado de derechos de aduana y de importación. Los empleados del Gobierno de los Estados Unidos, que por disposición de la Agencia Cooperativa de los Estados Unidos, presten servicios en relación con el presente acuerdo, estarán exonerados de los impuestos de la República Dominicana, incluyendo el seguro social. Dichos empleados estarán también exonerados del pago de derechos de aduana y de importación por concepto de un automóvil o su reemplazo, artículos para el hogar y efectos personales, así como equipo y accesorios importados a la República Dominicana para su propio uso y para uso de los miembros de sus familiares inmediatos.

7. Período de Duración. El convenio permanecerá vigente hasta el 30 de Junio de 1965 y podría ser prorrogado por períodos adicionales mediante acuerdo escrito entre los dos Gobiernos, sin embargo, cualquiera de los dos Gobiernos puede denunciar el presente acuerdo, avisándolo al otro Gobierno por escrito con sesenta días de anticipación. La participación por parte de cualquiera de los dos Gobiernos en el proyecto propuesto por el presente acuerdo, estará sujeta a la disponibilidad de fondos apropiados por los cuerpos legislativos de los respectivos gobiernos.

Al llevar a conocimiento de Vuestra Excelencia lo que antecede, tengo el honor asimismo de comunicarle que mi Gobierno acepta que esta nota de respuesta y la más arriba mencionada de Vuestra

Excelencia constituyen un Acuerdo entre nuestros dos Gobiernos, el cual entra en vigor a partir de la fecha de la presente nota, con efecto retroactivo hasta el 1o. de julio de 1962.

Válgome de la oportunidad para reiterar a Vuestra Excelencia los sentimientos de mi consideración más distinguida.

BONILLA ATILES

Su Excelencia
JOHN BARTLOW MARTIN,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

DOMINICAN REPUBLIC
Department of State for
Foreign Relations

SANTO DOMINGO, N.D.
October 25, 1962

SAA-26864

MR. AMBASSADOR:

I have the honor to refer to note No. 115 dated August 2 last, whereby, in the name of your Government, Your Excellency proposed to extend for three years the Cooperative Meteorological Program between the Government of the Dominican Republic and the Government of the United States, in accordance with the terms set forth in the aforesaid note.

In this connection, I inform Your Excellency, in the name of my Government, that the Government of the Dominican Republic has decided to approve the above-mentioned proposal for the extension of the Cooperative Meteorological Program established by an exchange of notes dated July 25 and August 11, 1956, in accordance with the terms contained in Your Excellency's note No. 115 of August 2 last.

Consequently, I deem fit to transcribe the text envisaged for the above-mentioned Agreement, as proposed in Your Excellency's note:

[For the English language text of paragraphs numbered 1–7, see *ante*, pp. 2501–2503.]

In informing Your Excellency of the foregoing, I also have the honor to inform you that my Government agrees that this note in reply and Your Excellency's note mentioned above shall constitute an agreement between our two Governments, which shall enter into force on the date of this note, operative retroactively as of July 1, 1962.

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

BONILLA ATILES

His Excellency
JOHN BARTLOW MARTIN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

GUINEA

Informational Media Guaranties

Agreement effected by exchange of notes
Signed at Conakry October 31 and November 3, 1962;
Entered into force November 3, 1962.

The American Ambassador to the Guinean Secretary of State, Ministry of Foreign Affairs

AMERICAN EMBASSY,
CONAKRY, GUINEA,
October 31, 1962

Note No. 130

DEAR MR. SECRETARY:

I have the honor to refer to the conversations which have taken place between the representatives of the Government of the United States of America and the Government of the Republic of Guinea, relating to an Informational Media Guaranty program. This Informational Media Guaranty program is designed to facilitate the procurement of informational materials through regular commercial channels by Guinean importers by means of guarantees issued to American exporters by the Government of the United States of America to pay the equivalent sum in U.S. dollars for sums earned in Guinea francs through the sale of such materials to Guinean importers.

The total annual amount of guaranty and each U.S. exporter applying for a contract to export informational materials to Guinea under this program will require the approval of both the Governments of the United States of America and the Government of the Republic of Guinea before any contract is executed.

The Government of the Republic of Guinea agrees that currency of Guinea acquired by the Government of the United States of America under the operation of this program will be freely expendable by the Government of the United States of America for its administration expenses in Guinea.

Upon receipt of a note from the Ministry of Foreign Affairs, indicating that the foregoing provisions are acceptable to the Government of the Republic of Guinea, 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 on the date of the Ministry of Foreign Affairs' note in reply.

WILLIAM ATTWOOD
American Ambassador

The Honorable
DIALLO ALPHA AMADOU,
Secretary of State,
Ministry of Foreign Affairs,
Republic of Guinea.

The Guinean Secretary of State, Ministry of Foreign Affairs, to the American Ambassador

REPUBLIQUE DE GUINEE

LE MINISTRE DES AFFAIRES ETRANGERES

MINISTERE DES AFFAIRES ETRANGERES

N° 4572/AE/SE/62

CONAKRY, *le 3 nov 1962*

A Son Excellence l'AMBASSADEUR DES ETATS-UNIS D'AMÉRIQUE EN GUINÉE

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre du 31 octobre 1962, au sujet d'un accord entre nos deux gouvernements pour un programme "Garantie des Moyennes d'Informations," et de vous faire savoir que mon Gouvernement accepte les dispositions contenues dans votre note. Je vous prie de considérer la date de cette réponse comme étant la date d'entrée en vigueur de l'accord entre nos deux gouvernements.

Translation

REPUBLIC OF GUINEA

MINISTRY OF FOREIGN AFFAIRS

THE MINISTER OF
FOREIGN AFFAIRS

No. 4572/AE/SE/62

CONAKRY, *November 3, 1962*

To His Excellency the AMBASSADOR OF THE
UNITED STATES OF AMERICA IN GUINEA

EXCELLENCY,

I have the honor to acknowledge reception of your letter of October 31, 1962, concerning an agreement between our two governments for an "Information Media Guarantee" program, and to inform you that my Government accepts the provisions contained in your Note. I ask you to consider the date of this reply as being the date of entry into force of the agreement between our two governments.

The Secretary of State
[SEAL] DIALLO ALPHA

Diallo Alpha

MULTILATERAL

Indo-Pacific Fisheries Council

Agreement as amended at the Ninth Session of the Council, Karachi, January 6–23, 1961.
Adopted January 20, 1961, by the Council at the Ninth Session, Karachi;
Approved November 23, 1961, by the Eleventh Session of the Food and Agriculture Organization of the United Nations, held at Rome;
Entered into force November 23, 1961.
And amendments adopted December 17, 1958, by the Council at the Eighth Session, Colombo;
Entered into force December 17, 1958.

AGREEMENT FOR THE ESTABLISHMENT OF THE INDO-PACIFIC FISHERIES COUNCIL[1]

as amended by the Ninth Session of the Indo-Pacific Fisheries Council Karachi, Pakistan (6–23 January 1961)

and

approved by the Eleventh Session of the Conference of the Food and Agriculture Organization of the United Nations Rome, Italy (4–24 November 1961)

PREAMBLE

The Governments of Burma, China,[2] France, India, the Netherlands, the Republic of the Philippines, the United Kingdom and the United States of America, Members of the Food and Agriculture Organization of the United Nations, having a mutual interest in the

[1] The amended text printed herein replaces the text of the agreement of Feb. 26, 1948 (TIAS 1895; 62 Stat. (pt. 3) 3711), and also the composite text of the agreement as revised at the Sixth Session of the Council, Tokyo (TIAS 3674; 7 UST 2927), and the amendments to the agreement which were adopted Dec. 17, 1958, at the Eighth Session of the Council, Colombo (*post*, p. 2527).

[2] The Government of China having withdrawn from the FAO is deemed to have withdrawn also from the Indo-Pacific Fisheries Council. (Source: FAO document 59/10/7287, Oct. 5, 1959.)

development and proper utilization of the living aquatic resources of the Indo-Pacific Areas, and desiring to further the attainment of these ends through international co-operation by the establishment of an Indo-Pacific Fisheries Council, agree as follows:

ARTICLE I

The Council

1. The contracting Governments agree to establish, within the framework of the Food and Agriculture Organization of the United Nations (hereinafter referred to as "the Organization"), a Council to be known as the Indo-Pacific Fisheries Council, for the purpose of carrying out the functions and duties hereinafter set forth in Article IV.

2. The Members of the Council[1] shall be such Member Nations and Associate Members of the Organization and such Non-Member Nations of the Organization which are Members of the United Nations, that accept this Agreement in accordance with the provisions of Article IX thereof. As regards Associate Members, this Agreement shall, in accordance with the provisions of Article XIV-5 of the Constitution[2] and Rule XXXI-3 of the General Rules of the Organization, be submitted by the Organization to the authority having responsibility for the international relations of such Associate Members.

ARTICLE II

Organization

1. Each Member shall be represented at sessions of the Council by a single delegate, who may be accompanied by an alternate and by experts and advisers. Participation in sessions of the Council by alternates, experts and advisers shall not entail the right to vote, except in the case of an alternate who is acting in the place of a delegate during his absence.

2. Each Member shall have one vote. Decisions of the Council shall be taken by a majority of the votes cast, except when a greater majority is required by this Agreement or by the Rules governing the procedure of the Council. A majority of the total membership of the Council shall constitute a quorum.

3. The Council shall at each regular session elect a Chairman and a Vice-Chairman who shall serve until the end of the next regular session.

[1] At the time of this publication, the Member Nations were as follows: United States of America, Australia, Burma, Cambodia, Ceylon, France, India, Indonesia, Japan, Republic of Korea, Malaya, Netherlands, Pakistan, Philippines, Thailand, United Kingdom, and Viet-Nam.

[2] TIAS 4803; 12 UST 995.

4. The Chairman of the Council in consultation with the Director-General of the Organization shall convene a regular session of the Council at least once in every two years unless otherwise directed by a majority of the Members. The site and date of all sessions shall be determined by the Council in consultation with the Director-General of the Organization.

5. The seat of the Council shall be at the seat of the Regional Office of the Organization most conveniently situated within the area defined in Article V. Pending the establishment of such a Regional Office, the Council shall select a temporary seat within that area.

6. The Organization shall provide the Secretariat for the Council and the Director-General shall appoint its Secretary, who shall be administratively responsible to him.

7. The Council may, by a two-thirds majority of its membership, adopt and amend its own Rules of Procedure which shall be consistent with the General Rules of the Organization. The Rules of the Council and any amendments thereto shall come into force as from the date of approval by the Director-General of the Organization, subject to confirmation by the Council of the Organization.

Article III

Committees and Working Parties

1. There shall be an Executive Committee consisting of the Chairman, the Vice-Chairman and the immediately retired Chairman. In the unavoidable absence of one or two members of the Executive Committee from a Committee session, the Chairman shall have the power to co-opt the chairman of one or two of the Technical Committees which may from time to time be established in accordance with the Rules governing the procedure of the Council, at his discretion, to substitute the absent Committee member or members for that Committee session only, provided that one permanent member of the Executive Committee shall always be present and that the number of voting members attending the Committee session shall in no case exceed three.

2. The Council may in addition establish temporary, special or standing committees to study and report on matters pertaining to the purpose of the Council.

3. The Council may establish working parties to study and recommend on specific technical problems. These working parties shall be convened by the Director-General of the Organization at such times and places as are in accordance with the objectives for which they were established.

4. The establishment of committees and working parties referred to in paragraphs 2 and 3 above shall be subject to the availability of

the necessary funds in the relevant chapter of the approved budget of the Organization; the determination of such availability shall be made by the Director-General. Before taking any decision involving expenditures in connection with the establishment of committees and working parties the Council shall have before it a report from the Director-General on the administrative and financial implications thereof.

Article IV

Functions

The Council shall have the following functions and duties:

a. To formulate the oceanographical, biological and other technical aspects of the problems of development and proper utilization of living aquatic resources;

b. To encourage and co-ordinate research and application of improved methods in every day practice;

c. To assemble, publish or otherwise disseminate oceanographical, biological and other technical information relating to living aquatic resources;

d. To recommend to Members such national or co-operative research and development projects as may appear necessary or desirable to fill gaps in such knowledge;

e. To undertake, where appropriate, co-operative research and development projects directed to this end;

f. To propose, and where necessary to adopt, measures to bring about the standardization of scientific equipment, techniques and nomenclature;

g. To extend its good offices in assisting its Members to secure essential material and equipment;

h. To report upon such questions relating to oceanographical, biological and other technical problems as may be recommended to it by Members or by the Organization and other international, national or private organizations with related interests;

i. To transmit biennially to the Director-General of the Organization a report embodying its views, recommendations and decisions, and make such other reports to the Director-General of the Organization as may seem to it necessary or desirable. Reports of the committees and working parties of the Council provided for in Article III of this Agreement shall be transmitted to the Director-General through the Council.

ARTICLE V

Area

The Council shall carry out the functions and duties set forth in Article IV in the Indo-Pacific area.

ARTICLE VI

Cooperation with International Bodies

The Council shall cooperate closely with other international bodies in matters of mutual interest.

ARTICLE VII

Expenses

1. The expenses of delegates and their alternates, experts and advisers occasioned by attendance at sessions of the Council and the expenses of representatives on committees or working parties established in accordance with Article III of this Agreement shall be determined and paid by their respective governments.

2. The expenses of the Secretariat, including publications and communications, and of the Chairman, Vice-Chairman and the immediately retired Chairman of the Council, when performing duties connected with its work during intervals between its sessions, shall be determined and paid by the Organization within the limits of a biennial budget prepared and approved in accordance with the Constitution, the General Rules and Financial Regulations of the Organization.

3. The expenses of research or development projects undertaken by individual Members of the Council, whether independently or upon the recommendation of the Council, shall be determined and paid by their respective Governments.

4. The expenses incurred in connection with cooperative research or development projects undertaken in accordance with the provisions of Article IV, paragraphs (d) and (e) unless otherwise available shall be determined and paid by the Members in the form and proportion to which they shall mutually agree. Cooperative projects shall be submitted to the Council of the Organization prior to implementation. Contributions for cooperative projects shall be paid into a trust fund to be established by the Organization and shall be administered by the Organization in accordance with the Financial Regulations and Rules of the Organization.

5. The expenses of experts invited, with the concurrence of the Director-General, to attend meetings of the Council, committees or working parties in their individual capacity shall be borne by the budget of the Organization.

Article VIII

Amendments

The Indo-Pacific Fisheries Council may amend this Agreement by a two-thirds majority of all the Members of this Council, any amendment becoming effective only after concurrence of the Council of the Organization unless the latter considers it desirable to refer the amendment to the Conference of the Organization for approval. An amendment shall become effective as from the date of the decision of the Council or Conference of the Organization as appropriate. However, any amendment involving new obligations for Members shall come into force with respect to each Member only on acceptance of it by that Member. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of the Organization who shall inform all the Members of the Indo-Pacific Fisheries Council as well as the Secretary-General of the United Nations of the receipt of acceptances and the entry into force of such amendments. The rights and obligations of any member of the Indo-Pacific Fisheries Council that has not accepted an amendment involving additional obligations shall continue to be governed by the provisions of this Agreement as they stood prior to the amendment.

Article IX

Acceptance

1. This agreement shall be open to acceptance by Member Nations and Associate Members of the Organization.

2. The Council may, by a two-thirds majority of its membership, admit to membership such other nations that are Members of the United Nations as have submitted an application for membership and a declaration made in a formal instrument that they accept this Agreement as in force at the time of admission. Participation by such nations in the activities of the Council shall be contingent upon the assumption of a proportionate share in the expenses of the Secretariat, as determined by the Organization.

3. Acceptance of this Agreement by any Member Nation or Associate Member of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization and shall take effect on receipt of such instrument by the Director-General.

4. Acceptance of this Agreement by Non-Member Nations of the Organization shall be effected by the deposit of an instrument of acceptance with the Director-General of the Organization. Membership shall become effective on the date on which the Council approves

the application for membership, in conformity with the provisions of paragraph 2 of this Article.

5. The Director-General of the Organization shall inform all Members of the Council, all Member Nations of the Organization and the Secretary-General of the United Nations of all acceptances that have become effective.

6. Acceptance of this Agreement may be made subject to reservations which shall become effective only upon unanimous approval by the Members of the Council. The Director-General of the Organization shall notify forthwith all Members of the Council of any reservations. Members of the Council not having replied within three months from the date of the notification shall be deemed to have accepted the reservation. Failing such approval the Nation making the reservation shall not become a party to this Agreement.

Article X

Entry into Force

This Agreement shall enter into force upon the date of receipt of the fifth instrument of acceptance.

Article XI

Territorial Application

The Members of the Council shall, when accepting this Agreement, state explicitly to which territories their participation shall extend. In the absence of such a declaration, participation shall be deemed to apply to all the territories for the international relations of which the Member is responsible. Subject to the provisions of Article XII below, the scope of the territorial application may be modified by a subsequent declaration.

Article XII

Withdrawal

1. Any Member may withdraw from this Agreement at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that Member by giving written notice of such withdrawal to the Director-General of the Organization who shall immediately inform of such withdrawal all the Members of the Council and the Member Nations of the Organization as well as the Secretary-General of the United Nations. Notice of withdrawal shall become effective three months from the date of its receipt by the Director-General.

2. A Member of the Council may give notice of withdrawal with respect to one or more of the territories for the international relations of which it is responsible. When a Member gives notice of its own withdrawal from the Council it shall state to which territory or territories the withdrawal is to apply. In the absence of such a declaration, the withdrawal shall be deemed to apply to all the territories for the international relations of which the Member of the Council is responsible except that such withdrawal shall not be deemed to apply to an Associate Member.

3. Any Member of the Council that gives notice of withdrawal from the Organization shall be deemed to have simultaneously withdrawn from the Council, and this withdrawal shall be deemed to apply to all the territories for the international relations of which the Member concerned is responsible, except that such withdrawal shall not be deemed to apply to an Associate Member.

Article XIII

Interpretation and Settlement of Disputes

Any dispute regarding the interpretation or application of this Agreement if not settled by the Council shall be referred to a committee composed of one member appointed by each of the parties to the dispute, and in addition an independent chairman chosen by the members of the committee. The recommendations of such a committee, while not binding in character, shall become the basis for renewed consideration by the parties concerned of the matter out of which the disagreement arose. If as the result of this procedure the dispute is not settled, it shall be referred to the International Court of Justice in accordance with the Statute of the Court,[1] unless the parties to the dispute agree to another method of settlement.

Article XIV

Termination

This Agreement shall be considered terminated if and when the number of Members of the Council drops below five unless the remaining Members of the Council unanimously decide otherwise.

Article XV

Certification and Registration

The text of this Agreement was originally formulated at Baguio the 26th day of February, one thousand nine hundred and forty eight in the English language. Two copies in the English and French languages of this Agreement as amended shall after approval by the

[1] TS 993; 59 Stat. 1055.

Council or Conference of the Organization, as appropriate, be certified by the Chairman of the Conference or Council of the Organization and by the Director-General of the Organization. One of these copies shall be deposited in the archives of the Organization. The other copy shall be transmitted to the Secretary-General of the United Nations for registration. In addition, the Director-General shall certify copies of this Agreement and transmit one copy to each Member Nation of the Organization and to such Non-Member Nations of the Organization that may become parties to this Agreement.

ACCORD PORTANT CREATION DU CONSEIL INDO-PACIFIQUE DES PECHES

tel qu'amendé par la neuvième session du Conseil Indo-Pacifique des Pêches Karachi, Pakistan (6–23 janvier 1961)

et

approuvé par la onzième session de la Conférence de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture Rome, Italie (4–24 novembre 1961)

Preambule

Les Gouvernements des Etats de Birmanie, Chine, France, Inde, Pays-Bas, République des Philippines, Royaume-Uni et Etats-Unis d'Amérique du Nord, Membres de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture, portant un intérêt commun au développement et à l'utilisation judicieuse des ressources aquatiques vivantes des zones indo-pacifiques, désireux de parvenir à la réalisation de ces buts par une coopération internationale en créant un Conseil Indo-Pacifique des Pêches, sont convenus de ce qui suit:

Article Premier

Le Conseil

1. Les gouvernements des Etats contractants conviennent de créer, dans le cadre de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture (désignée ci-après sous le nom de "l'Organisation"), un Conseil qui portera le nom de Conseil Indo-Pacifique des Pêches ayant pour but de remplir les fonctions et obligations énoncées à l'Article IV ci-dessous.

2. Sont Membres du Conseil les Etats Membres et Membres associés de l'Organisation et les Etats non-membres de l'Organisation mais

Membres des Nations Unies, qui adhèrent à cet Accord conformément aux dispositions de l'Article IX ci-dessous. En ce qui concerne les Membres associés, cet Accord, conformément aux dispositions de l'Article XIV-5 de l'Acte constitutif et de l'Article XXXI-3 du Règlement général de l'Organisation, est soumis par celle-ci à l'autorité responsable de la conduite des relations internationales du Membre associé intéressé.

ARTICLE II

Organisation

1. Chaque Membre est représenté aux sessions du Conseil par un délégué unique qui peut être accompagné d'un suppléant, ainsi que d'experts et de conseillers. La participation des suppléants, experts et conseillers aux sessions du Conseil ne leur confère pas le droit de vote, sauf dans le cas où un suppléant fait fonction de délégué en l'absence de ce dernier.

2. Chaque Membre dispose d'une voix. Les décisions du Conseil sont prises à la majorité des suffrages exprimés sauf dans les cas où le présent Accord ou le Règlement intérieur du Conseil exige une majorité plus élevée. Le quorum est constitué par la majorité des Membres du Conseil.

3. A chaque session ordinaire, le Conseil élit un Président et un Vice-Président qui restent en fonction jusqu'à la fin de la session ordinaire suivante.

4. Le Président du Conseil, d'accord avec le Directeur général de l'Organisation, convoque le Conseil en session ordinaire au moins une fois tous les deux ans, à moins que la majorité des Membres n'en décide autrement. Le lieu et la date de chaque session sont fixés par le Conseil, d'accord avec le Directeur général de l'Organisation.

5. Le Conseil a pour siège le Bureau régional de l'Organisation qui lui paraît le plus approprié dans les limites de la zone définie par l'Article V. En attendant la création de ce Bureau régional, le Conseil choisit un siège provisoire dans les limites de la zone précitée.

6. L'Organisation fournit le Secrétariat du Conseil, et le Directeur général en désigne le Secrétaire qui est administrativement responsable devant lui.

7. Le Conseil peut, à la majorité des deux tiers de ses Membres, adopter et amender son propre Règlement intérieur, qui doit être en harmonie avec le Règlement général de l'Organisation. Le Règlement intérieur du Conseil et tout amendement à ce Règlement entrent en vigueur à la date de leur approbation par le Directeur général de l'Organisation, sous réserve de ratification par le Conseil de l'Organisation.

Article III

Comités et Groupes de travail

1. Un Comité exécutif est constitué, composé du Président, du Vice-Président et du Président sortant. Si des raisons de force majeure empêchent un ou deux membres du Comité exécutif de participer à une de ses sessions, le Président peut désigner comme remplaçants, pour ladite sessions seulement, un ou deux suppléants qu'il choisit parmi les présidents des Comités techniques établis en vertu du Règlement intérieur du Conseil, sous réserve toutefois qu'un membre permanent du Comité exécutif soit toujours présent et que le nombre des membres ayant le droit de vote et assistant à la session du Comité ne soit jamais supérieur à trois.

2. Le Conseil peut créer en outre des comités temporaires, spéciaux ou permanents, pour étudier des questions relevant de la compétence du Conseil et faire rapport à leur sujet.

3. Le Conseil peut créer des groupes de travail pour étudier des problèmes techniques particuliers et formuler des recommandations à leur sujet. Ces groupes de travail sont convoqués par le Directeur général de l'Organisation, qui fixe la date et le lieu de leurs réunions en tenant compte des objectifs pour lesquels ils ont été créés.

4. La création des comités et groupes de travail mentionnés dans les paragraphes 2 et 3 ci-dessus est subordonnée à l'existence des crédits nécessaires au chapître pertinent du budget approuvé de l'Organisation; il appartient au Directeur général de l'Organisation d'établir si lesdits crédits sont disponibles. Avant de prendre une décision quelconque entraînant des dépenses à propos de la création de comités et groupes de travail, le Conseil est saisi d'un rapport du Directeur général de l'Organisation sur les incidences administratives et financières de cette décision.

Article IV

Attributions

Le Conseil a les attributions et obligations suivantes:

a. définir les aspects océanographiques et biologiques et tous autres aspects techniques des problèmes relatifs au développement et à l'utilisation judicieuse des ressources aquatiques vivantes;

b. encourager et coordonner la recherche et, à cet effet, l'application courante de méthodes améliorées;

c. rassembler, publier ou diffuser par tout autre moyen les renseignements océanographiques, biologiques et techniques relatifs aux ressources aquatiques vivantes;

d. recommander aux Membres d'établir, sur le plan national ou en commun, les projets de recherche et de développement qui leur paraissent nécessaires ou désirables pour combler les lacunes existant dans ces renseignements;

e. entreprendre, dans les cas appropriés, la réalisation des projets communs de recherche et de développement visant ce but;

f. proposer et, en cas de nécessité, adopter des mesures propres à amener la normalisation de l'équipement, des techniques et de la nomenclature scientifiques;

g. aider les Membres à se procurer les matériaux et l'équipement essentiels;

h. faire rapport sur toutes questions ayant trait aux problèmes océanographiques et biologiques et tous autres problèmes techniques sur lesquels son attention aura été attirée par des Membres, par l'Organisation ou par toute autre organisation internationale, nationale ou privée, intéressée par ces problèmes;

i. transmettre tous les deux ans au Directeur général de l'Organisation un rapport contenant ses opinions, recommandations et décisions et lui soumettre tels autres rapports qui pourraient sembler nécessaires ou souhaitables. Les rapports des comités et groupes de travail du Conseil prévus à l'Article III du présent Accord sont transmis au Directeur général par les soins du Conseil.

Article V

Zone d'action

Le Conseil s'acquitte des attributions et obligations définies à l'Article IV ci-dessus dans les limites de la zone indo-pacifique.

Article VI

Coopération avec les organisations internationales

Le Conseil coopère étroitement avec les autres organisations internationales sur les sujets d'intérêt commun.

Article VII

Dépenses

1. Les dépenses engagées par les délégués et par leurs suppléants, experts et conseillers du fait de leur présence aux sessions du Conseil, ainsi que les dépenses des représentants siégeant dans les comités ou groupes de travail créés en vertu de l'Article III du présent Accord, sont déterminées et payées par leurs gouvernements respectifs.

2. Les dépenses du Secrétariat, y compris celles afférentes aux publications et communications et, d'autre part, les dépenses encourues par le Président du Conseil, le Vice-Président et le Président sortant dans l'accomplissement de fonctions ayant trait aux travaux du Conseil et exercées dans l'intervalle des sessions, sont fixées et prises en charge par l'Organisation dans les limites du budget biennal qui est préparé et approuvé conformément aux dispositions de l'Acte constitutif, du Règlement général et du Règlement financier de l'Organisation.

3. Les dépenses afférentes aux projets de recherche ou de développement entrepris par certains Membres du Conseil agissant soit de leur propre initiative, soit sur la recommandation du Conseil, sont déterminées et payées par leurs gouvernements respectifs.

4. Les dépenses afférentes aux projets communs de recherche ou de développement entrepris conformément aux dispositions des paragraphes (d) et (e) de l'Article IV ci-dessus, à moins qu'elles ne puissent être autrement couvertes, sont fixées et payées par les Membres de la manière et dans la proportion dont ils conviennent mutuellement. Les projets communs sont soumis au Conseil de l'Organisation préalablement à leur mise en oeuvre. Les contributions relatives aux projets communs sont versées à un fonds de dépôt qui est constitué par l'Organisation et géré par elle conformément aux dispositions du Règlement financier et aux règles de gestion financière de l'Organisation.

5. Les dépenses des experts invités avec l'assentiment du Directeur général à participer à titre personnel aux réunions du Conseil, des comités ou des groupes de travail, sont à la charge de l'Organisation.

Article VIII

Amendements

Le Conseil Indo-Pacifique des Pêches peut, à la majorité des deux tiers de ses Membres, décider d'amender le présent Accord; les amendements entrent en vigueur après avoir été approuvés par le Conseil de l'Organisation, à moins que celui-ci estime devoir les soumettre pour approbation à la Conférence de l'Organisation. Un amendement prend effet à dater de la décision du Conseil ou de la Conférence de l'Organisation selon le cas. Cependant, tout amendement entraînant de nouvelles obligations pour les Membres n'entre en vigueur pour chacun d'eux qu'à compter de son acceptation. Les instruments d'acceptation d'amendements entraînant de nouvelles obligations sont déposés auprès du Directeur général de l'Organisation, qui informe tous les Membres du Conseil Indo-Pacifique des Pêches, ainsi que le Secrétaire général des Nations Unies, de la réception des avis d'acceptation et de l'entrée en vigueur des amendements. Les droits et obligations de tout Membre du Conseil Indo-Pacifique des Pêches qui n'a pas accepté un amendement entraînant des obligations supplé-

mentaires, continuent à être régis par les dispositions de l'Accord antérieures à l'amendement.

Article IX

Acceptation

1. Le présent Accord est ouvert à l'acceptation des Etats Membres et des Membres associés de l'Organisation.

2. Le Conseil peut, à la majorité des deux tiers de ses Membres, admettre à la qualité de Membre tels autres Etats qui sont Membres des Nations Unies et qui ont présenté une demande d'admission accompagnée d'une déclaration constituant un instrument formel d'acceptation de l'Accord en vigueur au moment de l'admission. Ces Etats ne peuvent participer aux activités du Conseil que s'ils assument une quote-part des dépenses du Secrétariat, quote-part qui est fixée par l'Organisation.

3. L'acceptation de l'Accord de la part de tout Etat Membre ou Membre associé de l'Organisation se fait par le dépôt d'un instrument d'acceptation auprès du Directeur général de l'Organisation et prend effet à partir de la réception de cet instrument par le Directeur général.

4. L'acceptation de l'Accord de la part d'Etats non membres de l'Organisation a lieu par le dépôt d'un instrument d'acceptation auprès du Directeur général de l'Organisation. L'admission à la qualité de Membre devient effective à la date à laquelle le Conseil donne son approbation conformément aux dispositions du paragraphe 2 du présent Article.

5. Le Directeur général de l'Organisation informe tous les Membres du Conseil, tous les Etats Membres de l'Organisation et le Secrétaire général des Nations Unies de toutes acceptations qui sont devenues effectives.

6. Au moment où il accepte le présent Accord, un Etat peut formuler des réserves qui ne prennent effet que sur approbation unanime des Membres du Conseil. Le Directeur général de l'Organisation informe immédiatement tous les Membres du Conseil de toute réserve qui a été formulée. Les Membres du Conseil qui n'ont pas répondu dans les trois mois à dater de la notification sont considérés comme ayant accepté la réserve en question. Si celle-ci est repoussée, l'Etat qui l'a formulée ne devient pas partie à l'Accord.

Article X

Entrée en vigueur

Le présent Accord entre en vigueur à compter de la date de réception du cinquième instrument d'acceptation.

Article XI

Application territoriale

Au moment où ils acceptent le présent Accord, les Membres du Conseil indiquent expressément à quels territoires s'applique leur acceptation. A défaut d'une telle déclaration, l'acceptation est considérée comme s'appliquant à tous les territoires pour lesquels l'Etat intéressé est responsable de la conduite des relations internationales. Sous réserve des dispositions de l'Article XII ci-dessous, l'application territoriale peut être modifiée par une déclaration ultérieure.

Article XII

Retrait

1. Tout Membre peut, à l'expiration d'une période de deux ans à compter de la date à laquelle le présent Accord entre en vigueur en ce qui le concerne, dénoncer cet Accord en en informant par écrit le Directeur général de l'Organisation qui, à son tour, en informe aussitôt tous les Membres du Conseil et les Etats Membres de l'Organisation ainsi que le Secrétaire général des Nations Unies. Le retrait devient effectif après une période de trois mois à compter de la date de la réception par le Directeur général de la notification dudit retrait.

2. Un Membre du Conseil peut notifier le retrait d'un ou de plusieurs territoires dont les relations internationales relèvent de sa responsabilité. Lorsqu'un Membre notifie son propre retrait du Conseil, il indique le ou les territoires auxquels s'applique cette décision. En l'absence d'une telle déclaration, le retrait est considéré comme s'appliquant à tous les territoires dont les relations internationales relèvent dudit Membre mais ce retrait ne s'applique pas aux Membres associés.

3. Tout Membre du Conseil qui notifie son retrait de l'Organisation est réputé se retirer simultanément du Conseil et ce retrait est réputé s'appliquer à tous les territoires dont les relations internationales relèvent de sa responsabilité mais ne s'applique pas aux Membres associés.

Article XIII

Interprétation de l'Accord et Règlement des différends

Tout différend touchant l'interprétation ou l'application du présent Accord s'il n'est pas réglé par le Conseil est soumis à un comité composé de membres désignés chacun par une des parties en cause et d'un président indépendant choisi par les membres du Comité. Les recommandations du comité, sans lier les parties, constituent la base d'un réexamen par les parties intéressées, de la question qui est à l'origine du désaccord. Si cette procédure n'aboutit pas au règlement du différend, celui-ci est porté devant la Cour internationale de justice conformément au Statut de ladite Cour, à moins que les parties en cause ne conviennent d'un autre mode de règlement.

ARTICLE XIV

Expiration de l'Accord

L'Accord est considéré comme étant venu à expiration si le nombre des Membres du Conseil tombe au-dessous de cinq et à partir de ce moment, à moins que les Etats qui continuent à en faire partie n'en décident autrement à l'unanimité.

ARTICLE XV

Authentification et Enregistrement

Le texte du présent Accord a été primitivement rédigé à Baguio, Philippines, le 26 février mil neuf cent quarante huit, en langue anglaise. Après approbation du texte amendé de l'Accord par le Conseil ou la Conférence de l'Organisation selon le cas, deux exemplaires dudit texte en anglais et en français sont authentifiés par apposition des signatures du Président de la Conférence ou du Président du Conseil de l'Organisation et du Directeur général de l'Organisation. L'un de ces exemplaires est déposé aux archives de l'Organisation, l'autre est transmis au Secrétaire général des Nations Unies pour enregistrement. En outre, le Directeur général de l'Organisation certifie des copies de cet Accord et en transmet une à chaque Etat Membre de l'Organisation, ainsi qu'à tels Etats non membres de l'Organisation qui peuvent devenir partie à l'Accord.

CERTIFICATION

Certified true copy of the Agreement for the establishment of the Indo-Pacific Fisheries Council, as amended on 20 January 1961 by the Ninth Session of the Indo-Pacific Fisheries Council (6–23 January 1961), held in Karachi, Pakistan, and approved on 23 November 1961 by the Eleventh Session of the Conference of the Food and Agriculture Organization of the United Nations, held in Rome, Italy (4–24 November 1961).

Done in Rome, 10 October 1962.

B R SEN

B. R. Sen
Director-General
Food and Agriculture Organization
of the United Nations

[SEAL]

AMENDMENTS[1] TO THE COUNCIL AGREEMENT

At the 8th Session of the Indo-Pacific Fisheries Council held in Colombo, Ceylon, December 6–22, 1958, the Agreement constituting the IPFC was amended to permit re-programming of the Council's activities to conform with the view expressed at the 7th Session of the Council.

The Amendments of the Agreement were as follows:

ARTICLE II, par. 5,	To delete the word "year" and insert the words "two years" after the word "every".
ARTICLE III, clause "i"	To delete the word "annually" and substitute the word "biennially" after "to report".
ARTICLE VI, par. 2,	To delete the words "an annual" and substitute the words "a biennial" before the word "budget".

[1] Source: Enclosure to FAO circular letter of June 3, 1959, reference IPFC/Circ.59/12 (FEFi 301).

These amendments, which entered into force Dec. 17, 1958, are embodied in the amended text of the agreement adopted at the Ninth Session of the Council; *ante*, p. 2511 ff. See Art. II, par. 4; Art. III, clause (i); Art. VII, par. 2.

CHINA

Agricultural Commodities

Agreement signed at Taipei November 19, 1962;
Entered into force November 19, 1962.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF CHINA

UNDER TITLE I OF

THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of China:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly countries in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the New Taiwan dollars accruing from such purchases will be utilized in a manner beneficial to both countries;

Recognizing the desirability of ensuring a more constant flow of surplus agricultural commodities, thereby stabilizing the local farm commodity market in the interest of the overall economic development program;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Government of the Republic of China pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR NEW TAIWAN DOLLARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of China of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance sales for New Taiwan dollars, to purchasers authorized by the Government of the Republic of China, of the following agricultural commodities in the amounts indicated:

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

Commodity	Export Market Value (millions)
Wheat	$ 40.71
Corn	0.71
Tallow	3.94
Lard	0.23
Ocean transportation (estimated)	6.12
Total	$ 51.71

2. Applications for purchase authorizations for $4.52 million of wheat and $0.19 million of corn will be made by December 31, 1962. Applications for purchase authorizations for calendar year 1963 amounts will be made within 90 calendar days of the effective date of this Agreement for $18.10 million of wheat, $0.52 million of corn, $1.97 million of tallow, and $0.12 million of lard. Applications for purchase authorizations for additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment.

3. The amounts of commodities for calendar year 1964 will be determined on the basis of annual review to be made by the two Governments prior to the beginning of that year. The review shall take into account United States stocks position; changes in production, consumption, and stocks of food grains in the Republic of China; other imports from the United States and countries friendly to the United States; storage facilities in the Republic of China; the extent to which agreement has been reached on the use of grant and loan funds; and other related matters. Purchase authorizations will include provisions relating to sales and deliveries of commodities, including the classes, types and/or varieties of food grains, the time and circumstances of deposit of the New Taiwan dollars accruing from such sales, and other relevant matters.

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

ARTICLE II

USES OF NEW TAIWAN DOLLARS

The New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

1. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act or under any

of such subsections, 19 percent of the New Taiwan dollars accruing pursuant to this Agreement.

2. For the procurement of military equipment, materials, facilities and services for common defense purposes in accordance with Section 104(c) of the Act, 50 percent of the New Taiwan dollars accruing pursuant to this Agreement.

3. For loans to be made by the Agency for International Development of Washington under Section 104(e) of the Act, 5 percent of the New Taiwan dollars accruing pursuant to this Agreement. It is understood that:

(a) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of China for business development and trade expansion in the Republic of China, and to United States firms and Republic of China firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(b) Loans will be mutually agreeable to the Agency for International Development of Washington and the Government of the Republic of China acting through the Council for United States Aid. The Chairman of the Council for United States Aid, or his designate, will act for the Government of the Republic of China, and the Administrator of the Agency for International Development of Washington, or his designate, will act for the Agency for International Development.

(c) Upon receipt of an application which the Agency for International Development of Washington is prepared to consider, it will inform the Council for United States Aid 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 the Agency for International Development is prepared to act favorably upon an application, it will so notify the Council for United States Aid and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to those prevailing in China on comparable loans and the maturities will be consistent with the purposes of the financing.

(e) Within sixty days after the receipt of notice that the Agency for International Development is prepared to act favorably upon an application, the Council for United States Aid will indicate to the Agency for International Development whether or not the Council for United States Aid has any objection to the proposed loan. Unless within the sixty-day period the Agency for International Development has received such a communication from the Council for United States Aid, it shall be understood that the

Council for United States Aid has no objection to the proposed loan. When the Agency for International Development approves or declines the proposed loan, it will notify the Council for United States Aid.

(f) In the event the New Taiwan dollars set aside for loans under Section 104(e) of the Act are not advanced within five years from the date of this Agreement because the Agency for International Development of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Agency for International Development of Washington and the Council for United States Aid, the Government of the United States of America may use the New Taiwan dollars for any purpose authorized by Section 104 of the Act.

4. For a loan to the Government of the Republic of China under Section 104(g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of the Republic of China, 26 percent of the New Taiwan dollars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of New Taiwan dollars for loan purposes within five years from the date of this Agreement, the Government of the United States of America may use the funds for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF NEW TAIWAN DOLLARS

1. The amount of New Taiwan dollars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into New Taiwan dollars as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of China, or

(b) if more than one legal rate for foreign exchange transaction exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of China.

2. In the event that a subsequent Agricultural Commodities Agree-

ment or Agreements should be signed by the two Governments under the Act, any refunds of New Taiwan dollars which may be due or become due under this Agreement more than four years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural Commodities Agreement in effect at the time of the refund.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of China will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to the provisions of this Agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of China agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

ARTICLE V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE in duplicate in the English and Chinese languages, at Taipei, this nineteenth day of November, 1962 corresponding to the nineteenth day of the eleventh month of the fifty-first year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Alan G. Kirk [1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

沈昌煥 [2]

[SEAL]

[1] Alan G. Kirk.

[2] Shen Chang-huan.

本協定經雙方合法授權代表簽字，以昭信守。

本協定用英文及中文各繕二份。

公曆一九六二年十一月十九日即中華民國五十一年十一月十九日訂於台北

美利堅合衆國政府代表：

Alan G. Kirk

中華民國政府代表：

沈昌煥

友好之國家取得同樣或類似產品之可能性因之增加。

(二)雙方政府將採取合理之預防措施，以保證根據本協定所爲之農產品出售或採購，不致排斥美利堅合衆國此項農產品之通常交易，或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。

(三)雙方政府於實施本協定時，應設法保證使民間貿易商得作有效經營之商業環境，並盡力發展及擴充農產品在市場上之持續需求。

(四)中華民國政府同意於美利堅合衆國政府提出要求時，供給有關本計劃進度之資料，尤其有關產品到達情形及到達之狀態暨維持通常交易之各種措施之資料，並供給有關同樣及類似產品輸出情形之資料。

第五條 磋商

雙方政府將徇對方之要求，就有關本協定之實施或有關根據本協定所作業務措施之任何事項舉行磋商。

第六條 生效

本協定自簽字之日起生效。

(一)繳存美利堅合衆國政府賬戶之新台幣數額應與美利堅合衆國政府所償付或資助之各項農產品美金售價及海運費（因須使用美籍船舶而引起之運費超額除外）折合新台幣後等值，該項匯率如次：

(甲)若中華民國政府維持一項適用於所有外匯交易之單一匯率時，應適用美國支付美金當日之商業輸入結匯率，或

(乙)若有一個以上外匯交易之合法匯率時，適用美利堅合衆國政府與中華民國政府所隨時共同協議之匯率。

(二)若兩國政府根據「該法案」續行簽訂一項或一項以上之農產品協定時，則美利堅合衆國政府對於在本協定項下可能或行將於本協定生效四年後到期之任何新台幣退款，將可自在退款時已生效之最近農產品協定項下可使用之資金內支付之。

第四條　一般之承諾

(一)中華民國政府將採取一切可能措施，對根據本協定之規定所購買之農產品，防止其轉售或轉運他國，以及使用於非國內之用途（除非美利堅合衆國政府明白認可此項轉售轉運或使用），並保證此項產品之購買，不致使與美國不

於六十日內向國際開發署表明其對於擬貸款項有無異議。除非國際開發署於六十日內接獲是項來自美援運用委員會之函件，應即視爲美援運用委員會對於擬貸款項並無異議。國際開發署核准或拒絕此項貸款時，應通知美援運用委員會。

(己)依照「該法案」第一〇四節(e)項之規定撥供貸款之新台幣，如因擬貸各款未得華盛頓國際開發署之核准，或未得華盛頓國際開發署與美援運用委員會雙方之同意，以致未能於本協定簽訂後五年內貸出，美利堅合衆國政府得將該項新台幣使用於「該法案」第一〇四節所許可之任何目的。

(四)依照本協定所獲得之新台幣之百分之二十六，依照「該法案」第一〇四節(g)項之規定，貸予中華民國政府，用以資助經雙方同意之各項促進經濟開發方案，包括前此未經中華民國政府列入計劃之各項方案在內。該項貸款之條件及其他條款將另訂貸款協定予以規定。雙方若於本協定簽訂後五年內未能就該項撥供貸款之新台幣之使用獲致協議時，則美利堅合衆國政府得將該項資金使用於「該法案」第一〇四節所許可之任何目的。

第三條　新台幣之繳存

「該法案」第一〇四節(e)項之規定，用於貸款。關於本款，雙方了解：

(甲)此項依照「該法案」第一〇四節(e)項規定之貸款應貸予美國商行及其在中華民國之分支行、附屬行號暨聯號，爲其在中華民國推進業務及擴展貿易之用，並貸予美國商行暨中國商行，用以成立各項設施，俾助益美國農產品之利用及分配，或以其他方式增拓其消費及市場。

(乙)此項貸款應得華盛頓國際開發署與中華民國政府之代表美援運用委員會雙方之同意。中華民國政府方面，由美援運用委員會主任委員，或其指定人員，代表之。華盛頓國際開發署方面，由該署署長，或其指定人員，代表之。

(丙)華盛頓國際開發署於接獲其擬予考慮之申請時，應將申請者之名稱，所提事業之性質，擬貸款項之數額，及貸款之一般用途通知美援運用委員會。

(丁)國際開發署擬核准某一申請時，應通知美援運用委員會，並表明對擬貸款項擬定之利率及償還期限。其利率應與中華民國境內類似貸款之利率相當，其償還期限應與資助之目的相符。

(戊)美援運用委員會於接獲國際開發署通知擬核准某一申請後，應

類生產、消費及存量之變遷；由美國及與美國友好國家輸入之其他農產品；中華民國之倉庫設備；業經同意之贈款與貸款用途之範圍；以及其他有關事項。購買授權書應載明有關產品之出售及交貨情形，包括食用穀類之等級，類型及／或品種，此項出售所獲新台幣之繳存時間及狀況，暨其他有關事項。

(四)倘任何一方政府決定，本協定項下農產品之資助，出售及交貨已因情況之變遷而無需或不願予以繼續時，該政府得終止是項農產品之資助，出售及交貨。

第二條　新台幣之用途

美利堅合衆國政府根據本協定出售農產品而獲得之新台幣，應由美利堅合衆國政府依照下列用途及數額使用，其使用方式及優先次序由美國政府決定之。

(一)依照本協定所獲得之新台幣之百分之十九，按照「該法案」第一〇四節(a)、(b)、(d)、(f)及(h)至(s)等項或各該項中任何一項之規定，用於美國政府之各項開支。

(二)依照本協定所獲得之新台幣之百分之五十，按照「該法案」第一〇四節(c)項採購軍事裝備、材料、設備及勞務，爲共同防禦目的之用。

(三)依照本協定所獲得之新台幣之百分之五，由華盛頓國際開發署依照

由美利堅合衆國政府簽發購買授權書，並由中華民國政府接受之。該項農產品數量如下：

品名	出口市價（以百萬美元爲單位）
小麥	四〇・七一
玉米	〇・七一
牛油脂	三・九四
猪油	〇・二三
海運費（估計數）	六・一二
總計	五一・七一

(二)價值四百五十二萬美元之小麥與十九萬美元之玉米之購買授權書須於一九六二年十二月三十一日以前申請之。一九六三日曆年度供應數量計一千八百一十萬美元之小麥，五十二萬美元之玉米，一百九十七萬美元之牛油脂，暨十二萬美元之猪油，其購買授權書之申請須於本協定生效日起九十曆日內爲之。依照本協定之任何修正協定之規定所供給之新添農產品或增額農產品，其購買授權書須於該項修正協定生效日起九十日內申請之。

(三)一九六四日曆年度項下農產品數量將由雙方政府根據在該年度開始以前所舉行之年度檢討決定之。是項檢討應計及美國存量情形；及中華民國食用穀

美利堅合衆國政府與中華民國政府

鑒於兩國間及與其他友邦間之農產品貿易，應循不排斥美利堅合衆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下，予以擴展；

鑒於以新台幣購買美利堅合衆國境內所產農產品之辦法有助於達到此項擴展貿易之目的；

鑒於由此項購買所獲新台幣之使用方式對兩國均有裨益；

鑒於確保剩餘農產品較爲持續之供應，從而穩定當地農產品市場有利於整個經濟發展計劃；

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」）第一章以農產品售與中華民國政府一事之下列諒解，並就雙方政府爲擴展此項產品貿易而各別或共同採取之措施，予以規定；

茲議定條款如下：

第一條　出售農產品換取新台幣

(一)在輸出之際，如「該法案」項下農產品可以供應時，美利堅合衆國政府承諾將下列農產品資助售予經中華民國政府核定之購買人換取新台幣；但仍須

美利堅合衆國政府
中華民國政府根據美國業經修正之農產貿易推進協助法案第一章成立之農產品協定

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 6 TAIPEI, *November 19, 1962.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to confirm that it is the understanding of the Government of the United States of America that:

1. Upon request of the Government of the United States of America, the Government of the Republic of China will provide facilities for the conversion of two percent of the New Taiwan dollars accruing from sales under this Agreement into other currencies for purposes of Section 104(a) of the Act. These currencies will be used to finance agricultural market development activities in other countries. In this connection, the Government of the United States of America may also utilize New Taiwan dollars to procure in the Republic of China goods and services needed in connection with agricultural market development projects and activities in other countries.

2. Upon request of the Government of the United States of America, the Government of the Republic of China will provide facilities for the conversion into other currencies of the New Taiwan dollar equivalent of up to US $200,000 during each year of the three-year period of the Agreement for purposes of Section 104(h) of the Act. These currencies will be used to finance educational exchange activities of the Government of the United States of America in other countries.

3. The Government of the United States of America may utilize New Taiwan dollars to pay for international travel originating in the Republic of China, or originating outside the Republic of China when involving travel to or through the Republic of China, including connecting travel, and for air travel within the United States of America or other areas outside the Republic of China when it is part of a trip in which the traveler journeys from, to or through the Republic of China. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Act.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of China.

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

ALAN G. KIRK

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

TIAS 5219

此致

美利堅合衆國駐中華民國大使柯爾克閣下

沈昌煥

中華民國五十一年十月十九日於台北

TIAS 5219

，或前往中華民國，或道經中華民國所作旅行之一部份者。雙方了解，此項經費僅使用於依照該法案第一〇四節各項規定所資助之各項活動參與人之旅行。

相應照請

貴部長惠予證實上述各節亦即爲中華民國政府之了解爲荷。」

等由。

本部長茲代表中華民國政府證實，上述各節亦即爲我國政府之了解。

本部長順向

貴大使重申最高之敬意。

者。關於此點，美利堅合衆國政府亦得在中華民國境內運用新台幣，以購買其在其他國家爲發展農產品市場之計劃及活動所需之物品與勞力。

(二)中華民國政府將於美利堅合衆國政府提出請求時提供便利，俾在本協定三年期間之每一年內，得以等值二十萬美元爲限之新台幣兌換其他貨幣，以達成該法案第一〇四節(h)項之目的。此項外幣係供資助美利堅合衆國政府在他國從事教育交換活動之用。

(三)美國政府得利用新台幣支付自中華民國境內起程，或自中華民國境外起程而係前往中華民國，或道經中華民國之國際旅行費用，其中包括聯運性之旅行；及在美國境內或中華民國以外其他地區內之航空旅行費用，而此項航空旅行係旅行人自中華民國起程

The Chinese Minister of Foreign Affairs to the American Ambassador

照　會

外(51)美一

17952

逕復者：接准

貴大使本日第六號照會內開：

「關於　貴我兩國政府於本日簽訂之農產品協定，本大使茲證實美利堅合衆國政府之瞭解如下：

(一)中華民國政府將於美利堅合衆國政府提出請求時，就本協定項下農產品出售所得新台幣款項中百分之二之數額兌換其他貨幣一事，提供便利，以達成該法案第一〇四節(a)項之目的。此項外幣係用以資助美利堅合衆國政府在其他國家發展農產品市場之活動

Translation

No. Wai-(51)-Mei-1-17952 TAIPEI, *November 19, 1962*

EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 6 of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 2544.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, that the foregoing also represents the understanding of my Government.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency
ALAN GOODRICK KIRK,
Ambassador of the United States of America,
Taipei, Taiwan, China.

ISRAEL

Agricultural Commodities

Agreement, with memorandum of understanding, Signed at Washington December 6, 1962; Entered into force December 6, 1962.

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

The Government of the United States of America and the Government of Israel,

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the Israel pounds accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

Sales for Israel Pounds

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Israel of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Israel pounds, to purchasers authorized by the Government of Israel, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat	$35.4
Feedgrains	13.4
Cottonseed and/or soybean oil	11.1
Rice	.6
Nonfat dry milk	1.2
Tobacco	.4
Ocean transportation (Estimated)	6.7
Total	$68.8

2. Applications for purchase authorizations for $11.8 million of wheat, $6.7 million of feedgrains, $3.7 million of cottonseed and/or soybean oil, $.3 million of rice, $.6 million of nonfat dry milk and $.2 million of tobacco, and certain ocean transportation, will be made within 90 days after the effective date of this Agreement.

3. The amounts for calendar years 1964 and 1965 will be determined on the basis of an annual review to be made by the two Governments prior to the beginning of each calendar year. The review shall take into account the United States stock position in each commodity, changes in Israel's production, consumption, and reserves, imports from the United States and countries friendly to the United States, storage facilities, and other related matters.

4. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstance of deposit of the Israel pounds accruing from such sale, and other relevant matters.

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

Article II

Uses of Israel Pounds

The Israel pounds accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (b), (d), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, 15 percent of the Israel pounds accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as "AID") under subsection 104(e) of the Act and for administrative expenses of AID in Israel incident thereto, 15 percent of the Israel pounds accruing pursuant to this Agreement. It is understood that:

(1) Such loans under subsection 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Israel for business development and trade expansion in Israel, and to United States and Israel firms for the establishment of facilities for aiding in the utilization and distribution of United States agricultural products or for otherwise increasing the consumption of and markets for such products.

(2) Loans will be mutually agreeable to AID and the Government of Israel, acting through the Ministry of Finance. The Minister of Finance, or his designate, will act for the Government of Israel, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of Finance of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry of Finance and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Israel on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of notice that AID is prepared to act favorably upon an application, the Ministry of Finance will indicate to AID whether or not the Ministry of

Finance has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry of Finance, it shall be understood that the Ministry of Finance has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Ministry of Finance.

(6) In the event the Israel pounds set aside for loans under subsection 104(e) of the Act are not advanced within five years from the date of this Agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry of Finance, the Government of the United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.

C. For a grant to the Government of Israel under subsection 104(e) of the Act, twenty percent of the Israel pounds accruing pursuant to this Agreement for financing such projects to promote balanced economic development as may from time to time be mutually agreed.

D. For a loan to the Government of Israel under subsection 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Israel, as may be mutually agreed, fifty percent of the Israel pounds accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Israel pounds for loan purposes within five years from the date of this Agreement, the Government of the United States of America may use the pounds for any purposes authorized by Section 104 of the Act.

Article III

Deposit of Israel Pounds

1. The amount of Israel pounds to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Israel pounds, as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Israel, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Israel.

2. In the event that a subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of Israel pounds which may be due or become due under this Agreement more than four years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent agricultural commodities agreement in effect at the time of the refund.

Article IV

General Undertakings

1. The Government of Israel will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of the agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Israel will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

Article V

Consultation

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement,

or to the operation of arrangements carried out pursuant to this Agreement.

ARTICLE VI

Entry into Force

This Agreement shall enter into force upon signature.

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

DONE at Washington in duplicate this sixth day of December 1962.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
PHILLIPS TALBOT

FOR THE GOVERNMENT OF ISRAEL:
AVRAHAM HARMAN.

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL RELATIVE TO THE AGRICULTURAL COMMODITIES AGREEMENT DATED DECEMBER 6, 1962

The Government of the United States of America and the Government of Israel have agreed as follows:

1. The Title I sale of surplus agricultural commodities under this Agreement is not intended to increase the availability of these or like commodities for export and is made on the condition that no exports of such commodities will be made from Israel during the period that such commodities are being imported and utilized, except as otherwise noted herein.

2. Usual Marketings and Special Conditions.

Wheat—The amount of $11.8 million (about 180,000 metric tons) of wheat will be furnished under Title I, Public Law 480, during each of the calendar years 1963, 1964 and 1965, on the condition that Israel will import from free world sources as usual marketings not less than 125,000 metric tons of wheat and/or wheat flour in grain equivalent during each of those years, plus any usual marketing shortfall which may exist on December 31, 1962.

Further, it is understood that Israel's exports of wheat during calendar years 1963, 1964 and 1965 will consist only of durum wheat and will be limited to no more than 15,000 metric tons during each of those years, and that the Government of Israel will procure with its own resources an amount of wheat equivalent to that exported over and above the amount to be procured as usual marketings.

Vegetable oils – The amount of $3.7 million (about 15,000 metric tons) of cottonseed and/or soybean oil will be furnished under Title I, Public Law 480, during each of the calendar years 1963, 1964 and 1965 on the condition that Israel will import from the United States during each of those calendar years as basic usual marketings not less than 17,000 metric tons of cottonseed and/or soybean oil or the soybean equivalent of this quantity of oil (100,000 metric tons) based upon an oil extraction rate of 17 percent. Israel may export up to 25,000 metric tons of all types of oil during each of those calendar years, provided that for each ton of cottonseed and/or soybean oil exported the Government of Israel will purchase from the United States an equivalent amount of soybeans calculated on an oil extraction rate of 17 percent in addition to the usual marketings. If, for example, Israel's exports of soybean and/or cottonseed oil should be 10,000 metric tons during calendar year 1963, soybean purchases above the basic usual marketing requirement would be 59,000 metric tons.

The import requirement for soybeans does not apply to Israel's exports of oils other than cottonseed and/or soybean oil.

Nonfat dry milk – The amount of $0.6 (about 4,000 metric tons) of nonfat dry milk will be furnished under Title I, Public Law 480, during calendar year 1963 and again during calendar year 1964 on the condition that Israel will not export dairy products derived from cow's milk while it is importing and utilizing Title I nonfat dry milk. Utilization will be considered completed six months after the last Title I shipment is received in Israel.

Rice – The amount of $0.3 million (about 2,000 metric tons) of rice will be furnished under Title I, Public Law 480, during each of calendar years 1963 and 1964 on the condition that Israel will import from free world sources as usual marketings not less than 9,000 metric tons during each of these years.

Tobacco – The amount of $0.2 million (about 120 metric tons) of leaf tobacco will be furnished under Title I, Public Law 480, during calendar year 1963 and again during calendar year 1964 on the condition that Israel will import from free world sources, including the United States of America, as usual marketings not less than 630 metric tons during each of those years.

Feedgrains – The amount of $6.7 million (about 140,000 metric tons) of feedgrains will be furnished under Title I, Public Law 480, during each of calendar years 1963 and 1964.

3. Currency Uses.

With regard to the conversion of Israel pounds into other currencies and to certain other matters relating to the use of such dollars accruing under the subject Agreement by the Government of the United States of America:

(a) The Government of Israel will provide facilities for the conversion into other non-dollar currencies of the following amounts of Israel pounds: for purposes of subsection 104(a) of the Act, two percent of the Israel pounds accruing from sales proceeds under this agreement and two percent of the interest and principal repayments under loans made pursuant to this agreement; for purposes of subsection 104(h) of the Act, $1,300,000 worth of Israel pounds accruing from sales proceeds under this agreement.

(b) The Government of the United States may utilize Israel pounds in Israel to pay for international travel originating in Israel or originating outside Israel when the travel (including connecting travel) is to or through Israel, and for travel within the United States of America or other areas outside Israel when the travel is part of a trip in which the traveler travels from, to or through Israel. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Israel pounds may be utilized shall not be limited to services provided by Israeli transportation facilities.

It is further agreed that prior to the introduction of sales of United States-owned local currency under subsection 104(s), the Government of the United States will consult with the Government of Israel regarding appropriate procedures and circumstances under which such sales will be undertaken.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

FOR THE GOVERNMENT OF ISRAEL:

AVRAHAM HARMAN

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