United States Treaties and Other International Agreements

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

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

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POLISH PEOPLE'S REPUBLIC

Consular Relations

Convention and protocols signed at Warsaw May 31, 1972;
Ratification advised by the Senate of the United States of America March 27, 1973;
Ratified by the President of the United States of America April 16, 1973;
Ratified by the Polish People's Republic December 11, 1972;
Ratifications exchanged at Washington June 6, 1973;
Proclaimed by the President of the United States of America June 18, 1973;
Entered into force July 6, 1973.
With exchanges of notes.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Consular Convention between the United States of America and the Polish People's Republic and two related Protocols were signed at Warsaw on May 31, 1972, the texts of which, in the English and Polish languages, are hereto annexed;

The Senate of the United States of America by its resolution of March 27, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention and Protocols;

The Convention and related protocols were duly ratified by the President of the United States of America on April 16, 1973, in pursuance of the advice and consent of the Senate, and were duly ratified on the part of the Polish People's Republic;

It is provided in Article 38 of the Convention that the Convention shall enter into force on the thirtieth day following the date of the exchange of the instruments of ratification and it is provided in the Protocols that the respective provisions thereof shall be considered integral parts of the Convention;

The instruments of ratification of the Convention and related Protocols were duly exchanged at Washington on June 6, 1973, and accordingly the Convention and the related Protocols enter into force on July 6, 1973;

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the Convention of May 31, 1972 and the related Protocols to the end that they shall be observed and fulfilled with good faith on and after July 6, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of June in the year of our Lord one thousand nine hundred seventy-three
[SEAL] and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

TIAS 7642

CONSULAR CONVENTION

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC

The Government of the United States of America and the Government of the Polish People's Republic,

Desiring to regulate and develop consular relations between the two States,

Have decided to conclude a Consular Convention, and for that purpose the following Plenipotentiaries have been designated:

For the Government of the United States of America:

William P. ROGERS, Secretary of State,

For the Government of the Polish People's Republic:

Stefan OLSZOWSKI, Minister of Foreign Affairs,

who have agreed as follows:

PART I

DEFINITIONS

Article 1

For the purposes of the present Convention, the following terms shall have the meanings hereunder assigned to them:

(a) "Consular establishment" means a consulate general, consulate, vice consulate, or consular agency;

(b) "Consular district" means the area assigned to a consular establishment for the exercise of consular functions;

(c) "Head of a consular establishment" means a person directing a consular establishment with the rank of consul general, consul, vice consul, or consular agent;

(d) "Consular officer" means any person, including the head of a consular establishment, to whom the exercise of consular functions has been entrusted;

(e) "Employee of a consular establishment" means any person performing administrative, technical or service duties at a consular establishment;

(f) "Member of a consular establishment" means any consular officer or employee of a consular establishment;

(g) "Premises of a consular establishment" means buildings or parts of buildings, as well as the grounds ancillary thereto, used exclusively for the purposes of a consular establishment;

(h) "Archives of a consular establishment" means official correspondence, documents, records, codes, and ciphers, as well as the office equipment assigned exclusively for their protection or safekeeping.

PART II

OPENING OF CONSULAR ESTABLISHMENTS AND APPOINTMENT OF OFFICERS AND EMPLOYEES OF THESE ESTABLISHMENTS

Article 2

1. A consular establishment may be opened on the territory of the receiving State only with the consent of that State.

2. The sending and receiving States shall determine by agreement the seat of the consular establishment as well as the limits of its consular district.

Article 3

1. The head of a consular establishment appointed by the sending State may exercise consular functions after presentation of letters of commission or similar instrument and after the issuance to him of an exequatur or other appropriate document of recognition by the receiving State.

2. The receiving State may grant to the head of a consular establishment provisional recognition permitting him to exercise consular functions until such time as the exequatur or other document of recognition has been issued to him.

3. Immediately after the issuance to the head of a consular establishment of an exequatur or one of the documents described in paragraphs 1 and 2, the competent authorities of the receiving State shall take the necessary measures to enable him to exercise his consular functions and to enjoy the rights, privileges, and immunities to which he is entitled.

Article 4

1. The sending State may, subject to the procedures established by Articles 3, 6 and 7 assign one or more members of its diplomatic mission in the receiving State to the performance of consular functions. Except as provided in paragraph 5 of Article 31, a member of a diplomatic mission who has been so assigned shall continue to enjoy the privileges and immunities to which he is entitled as a member of the diplomatic mission.

2. The sending State may establish within its diplomatic mission a consular section, which may have a consular district in accordance with subparagraph (b) of Article 1 and paragraph 2 of Article 2.

Article 5

1. If the head of a consular establishment cannot carry out his functions or if the position of head of a consular establishment is vacant, an officer of the same consular establishment or another consular establishment, or a member of the diplomatic staff of the diplomatic mission of the sending State in the receiving State, may exercise his functions temporarily. In this case the fact that he has been entrusted with the functions of head of the consular establishment shall be communicated in advance in writing to the foreign affairs ministry of the receiving State.

2. The person designated in paragraph 1 shall enjoy during the period of temporary exercise of the functions of head of the consular establishment the rights, privileges, and immunities of head of the consular establishment. In the event that this person is a member of the diplomatic staff of the diplomatic mission, he shall also enjoy the additional privileges and immunities to which he is entitled as a member of the diplomatic mission, in accordance with paragraph 1 of Article 4.

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Article 6

1. Only nationals of the sending State may be consular officers.

2. Consular officers may be appointed from among the nationals of the sending State admitted to permanent residence in the receiving State only with the consent of the latter.

Article 7

1. The receiving State shall issue to each consular officer an appropriate document certifying his right to perform consular functions in the territory of the receiving State. For this purpose the sending State shall notify the receiving State in advance of the full name, function, and class of all consular officers.

2. The sending State shall also notify the receiving State of the full name and duties of the employees of a consular establishment.

3. A consular officer notified to the receiving State in accordance with paragraph 1 shall be entitled to perform his consular functions after the receiving State has issued to him an appropriate document certifying his right to perform his functions.

Article 8

1. The receiving State may at any time, and without having to explain its decision, notify the sending State through diplomatic channels that a consular officer is persona non grata or that an employee of a consular establishment is unacceptable In such a case the sending State shall accordingly recall such officer or employee.

2. If the sending State refuses or fails within a reasonable time to carry out its obligations under paragraph 1, the receiving State may refuse to recognize the officer or employee concerned as a member of the consular establishment.

Article 9

1. The sending State, acting either in its own name or through one or more natural or juridical persons acting on its behalf, shall have the right to acquire under such tenure as may be authorized by the law of the receiving State, whether by purchase, lease, or otherwise, lands, buildings, parts of buildings, and appurtenances which the sending State considers necessary and appropriate for consular purposes, including residences for members of the consular establishment.

2. The sending State shall have the right:

(a) to construct, reconstruct, or alter buildings and other appurtenances on land held in accordance with the provisions of paragraph 1, subject to compliance with the conditions prescribed by the regulations of the receiving State concerning construction, or concerning space, zoning, or town planning;

(b) to employ, by contract or otherwise, its nationals, or entities organized under its laws, to design, construct, reconstruct, or alter such buildings. The employment of nationals of the receiving State by such entities shall be subject to the law of the receiving State.

PART III

RIGHTS, PRIVILEGES, AND IMMUNITIES

Article 10

1. A shield with the coat-of-arms of the sending State, the name of the consular establishment in the English and Polish languages, and signs explaining the designation of the offices may be placed on buildings in which the offices of the consular establishment are located.

2. The flag of the sending State may be flown at the building in which a consular establishment is located. This flag may also be flown at the residence of the head of a consular establishment and on his means of transportation while being used by him for official purposes.

Article 11

1. The premises as well as the archives of a consular establishment are inviolable.

2. Authorities of the receiving State shall not enter the premises of a consular establishment or the residences of consular officers without the consent of the head of the consular establishment, the chief of the diplomatic mission of the sending State, or a person duly authorized by one of them to give such consent. Such consent is presumed in the event of a fire or other disaster requiring immediate protective measures. In no case, however, are these authorities permitted to violate the principle of the inviolability of the archives of a consular establishment, and especially to examine or seize them.

3. The premises of a consular establishment and residences of members of the consular establishment located in the same building shall be appropriately set apart from each other.

Article 12

1. A consular establishment shall have the right to free communication with the authorities of its State, including diplomatic missions or other consular establishments of the sending State, regardless of their location, making use of all public means of communication.

2. A consular establishment may use diplomatic or consular couriers, diplomatic or consular pouches, and may use codes and ciphers.

3. The correspondence of a consular establishment, courier mail and sealed diplomatic or consular pouches bearing visible external marks of their official character, whether sent by the establishment or destined for it, shall be inviolable, and the authorities of the receiving State shall not examine or detain them. Nevertheless, if the competent authorities of the receiving State have serious reason to believe that a pouch has contents other than correspondence, documents, or articles of an official character designated exclusively for official use, they may request that such pouch be opened in their presence by an authorized representative of the sending State. If this request is refused, the pouch shall be returned to its place of origin.

Article 13

1. Consular officers and members of their families forming part of their households shall enjoy immunity from the jurisdiction of the judicial and administrative authorities of the receiving State.

2. Employees of a consular establishment shall enjoy immunity from the jurisdiction of the judicial and administrative authorities of the receiving State in respect of acts performed by them within the scope of their official duties.

3. The provisions of paragraphs 1 and 2 shall not, however, apply in respect of civil action:

(a) arising out of a contract concluded by a consular officer or an employee of a consular establishment in which he did not contract expressly or impliedly as an agent of the sending State;

(b) by a third party for damage arising from an accident in the receiving State caused by a vehicle, vessel or aircraft;

(c) arising out of acts performed under Article 31 as provided in paragraph 5 of that Article.

4. Persons mentioned in paragraphs 1 and 2 shall not, however, abuse the immunities enjoyed by them, and are expected to respect the laws and regulations prevailing in the receiving State, including traffic regulations.

5. The sending State may waive the immunities described in this Article. Such waiver shall always be expressed and transmitted in writing to the receiving State.

6. Waiver of immunity from jurisdiction in respect of civil and administrative proceedings shall not be held to imply waiver of immunity in respect of the execution of the judgment, for which a separate waiver shall be necessary.

Article 14

1. Members of a consular establishment may be called upon to attend as witnesses in the course of judicial or administrative proceedings. In the event of the refusal of a consular officer to give evidence at such proceedings, no coercive measure or penalty may be applied to him. An employee of a consular establishment shall not, however, decline to give evidence, except in the cases mentioned in paragraph 3.

2. The respective provisions of paragraph 1 concerning consular officers and employees of a consular establishment shall apply also to members of their families forming part of their households.

3. Members of a consular establishment are under no obligation to give evidence concerning matters connected with the exercise of their functions or to produce official correspondence or documents related thereto. They are also entitled to decline to give evidence as expert witnesses with regard to the law of the sending State. These rights shall not be invoked if the interest of justice so requires and the interests of the sending State are not affected.

4. The authorities of the receiving State, in taking the testimony of a member of a consular establishment, shall take all appropriate measures to avoid hindering his performance of official duties. Upon the request of the head of a consular establishment such testimony may, when possible, be given orally or in writing at the consular establishment or at the residence of the person concerned.

Article 15

1. Members of a consular establishment and members of their families forming part of their households shall not be subject in the receiving State to military service, to the duty of appearing as a member of a jury or lay judge, or in any other capacity of a compulsory nature, including the obligation to pay any equivalent fees for the nonperformance of such duties.

2. Members of a consular establishment, as well as members of their families forming part of their households shall not be subject to the regulations of the receiving State regarding registration, reports, permits for alien residence, or any such regulations normally relating to aliens.

Article 16

1. The sending State shall have the right to import into the receiving State materials or equipment for the construction, reconstruction, alteration, repair, maintenance, and operation of the premises, buildings, and appurtenances referred to in Article 9.

2. All articles, including means of transportation, which are imported by the sending State for the use of a consular establishment or are necessary for the construction, reconstruction, alteration, repair, maintenance and operation of buildings or other structures held or occupied by a consular establishment in accordance with Article 9, shall be exempt on the territory of the receiving State from all customs duties and taxes or other taxes imposed by reason of importation.

Article 17

1. The baggage, effects, and other articles including means of transportation, imported exclusively for the personal use of a member of a consular establishment and members of his family forming part of his household, shall be exempt from all customs duties and taxes, or other taxes resulting from importation.

2. The exemptions defined in paragraph 1 shall be recognized with regard to property imported by a person authorized thereunder at his first entry and subsequent entries into the receiving State, as well as with regard to that property consigned to a member of a consular establishment while he is performing his consular functions or other defined duties at said establishment. However, this shall not apply to articles the importation of which is expressly forbidden by law. The receiving State may limit the number of automobiles imported free of duty by members of a consular establishment for their and their families' personal use.

3. It is understood, however, that

(a) This Article shall, except with respect to accompanying baggage at first entry, apply as to members of a consular establishment only when their names have been communicated to the foreign affairs ministry of the receiving State and they have been duly recognized in their official capacity; and

(b) in the case of consignments, the receiving State may, as a condition to the granting of exemption, require that a notification of any such consignment be given in a prescribed manner.

Article 18

1. The sending State shall be exempt from all taxes, assessments, or similar charges levied for public purposes, for the payment of which it would otherwise be legally liable in the territory of the receiving State, with respect to:

(a) the acquisition, sale, construction, and maintenance of immovable property of which the sending State is the legal owner or which is owned by one or more natural or juridical persons acting on its behalf when such property is used for the consular purposes specified in paragraph 1 of Article 9, or when such property has been acquired for such purposes and is not being used for other purposes;

(b) the occupation of immovable property of which the sending State is the lessee;

(c) the acquisition, sale and maintenance of movable property by the sending State which is used for consular purposes;

(d) the performance of consular functions, including the collection of consular fees and charges in accordance with the provisions of Article 37.

2. If the law of the receiving State does not authorize the sending State to acquire immovable property for consular purposes, including residences, as the legal owners in its own name or in the name of one or more natural or juridical persons acting on its behalf, the exemption provided in subparagraph (a) of paragraph 1 shall apply to immovable property transferred to the sending State for perpetual use, or leased or rented for a stated period of at least ten years.

3. The exemptions specified in subparagraph (a) of paragraph 1 and in paragraph 2 shall not apply to taxes, assessments, or similar charges levied for specific services or for local public improvements by which the property is specially benefited.

Article 19

Movable property left upon the death of a member of a consular establishment or member of his family forming part of his household shall be exempt from taxes of any kind, such as estate, inheritance, succession, or similar taxes, if the property was located in the receiving State exclusively in connection with the sojourn in that State of the deceased as a member of a consular establishment or member of his family forming part of his household. Any part of such movable property which does not exceed in value twice the total of all official income received from the sending State in the year immediately preceding the death shall be deemed conclusively to constitute property located in the receiving State exclusively in connection with the decedent's sojourn there as a member of the consular establishment or a member of his family forming part of his household.

Article 20

1. The members of a consular establishment, as well as members of their families forming part of their households, shall, except as provided in paragraph 2, be exempt from the payment of all taxes or similar charges of any kind imposed by the receiving State or any local authorities thereof for the payment of which the officer or employee would otherwise be legally liable.

2. Exemption from taxes or similar charges may not be applied to taxes and charges imposed:

(a) by reason of or incident to the acquisition as the result of death of rights to property located in the receiving State, such as estate, inheritance, or succession taxes, with the exception specified in Article 19;

(b) by reason of or incident to the transfer in the form of a gift of property located in the receiving State;

(c) incident to the ownership or acquisition by purchase by members of a consular establishment or members of their families forming part of their households of real property situated in the receiving State, if they are acting in their own name and not in that of a consular establishment;

(d) for specific services rendered;

(e) on income derived in the receiving State from sources other than emoluments, salaries, wages, or allowances received from the sending State in connection with the discharge of official functions or duties.

Article 21

The privileges and immunities recognized by paragraphs 1 and 2 of Article 13, paragraphs 1, 2, and 4 of Article 14, Articles 15, 17, 19 and paragraph 1 of Article 20 shall not be enjoyed by members of a consular establishment and members of their families forming part of their households if they are nationals of the receiving State or have the status in the receiving State of an alien admitted to permanent residence. However, all members of a consular establishment shall enjoy the rights described by the provisions of paragraph 3 of Article 14.

Article 22

1 All means of transportation belonging to the sending State, to members of a consular establishment, or to members of their families forming part of their households, and used for the needs of a consular establishment or of the persons mentioned above, shall be properly insured against civil claims by third parties

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2. The provisions of paragraph 1 shall not apply to members of a consular establishment and members of their families forming part of their households who are nationals of the receiving State or have the status in the receiving State of an alien admitted to permanent residence, who will be subject to the obligation of insuring their private means of transportation in accordance with the regulations of that State.

PART IV

CONSULAR FUNCTIONS

Article 23

1. To the extent that it is permitted by international law, a consular officer shall be entitled within his consular district, in accordance with the laws and regulations of the receiving State, to protect the rights and interests of the sending State and of its nationals, both individuals and bodies corporate. To this end, he may address himself to the courts and other authorities of the receiving State in the consular district, and, if the receiving State does not object, to its central authorities.

2. A consular officer may, subject to the practice and procedures obtaining in the receiving State, represent or arrange appropriate representation for nationals of the sending State before the courts and other authorities or official persons of the receiving State for the purpose of obtaining, in accordance with the laws and regulations of the receiving State, the protection of the rights and interests of these nationals, if because of absence or any other reason they are not in a position at the proper time to assume the defense of their rights and interests.

Article 24

A consular officer shall be permitted to cooperate in the development of economic, commercial, cultural, and scientific relations between both States as well as in furthering by other means friendly relations between them.

Article 25

A consular officer shall have the right to carry out the following functions within his consular district in accordance with the laws of the sending State:

(a) to register nationals of the sending State, to issue or amend their passports and other travel documents, and also to issue visas to persons desiring to travel to the sending State;

(b) to receive declarations from nationals of the sending State and to issue them appropriate certificates and documents based thereon;

(c) to prepare documents of vital statistics pertaining to births and deaths of nationals of the sending State, as well as receive statements concerning marriages in cases where both persons to marry are nationals of the sending State; however, this does not relieve the nationals of the sending State of the obligation to observe the laws and regulations of the receiving State concerning reporting or registering of births and deaths, and the performance of marriage;

(d) to authenticate the official signature and seal which appear on any legal act or other official documents drawn up before a notary or other officer of the receiving State or which appear on a copy or extract taken from any vital records books or other official records of the receiving State, with a view to making the document, when presented for any purpose, acceptable in administrative or judicial proceedings in the sending State;

(e) to prepare acts or documents of a legal nature, including commercial documents, wills and contracts, as well as to certify and authenticate signatures on them, to receive acknowledgements, and in general to take such action as may be necessary to render them valid, when a national of the sending State requests the performance of these activities and when these acts and documents are to be used outside of the territory of the receiving State, or when requested by any other person when these documents are to be used in the territory of the sending State, provided that these activities are not contrary to the law of the receiving State;

(f) to issue certified copies of documents and extracts thereof from the archives and registers of the consular establishment;

(g) to translate any acts and documents and to certify to the accuracy of such translation;

(h) to receive from nationals of the sending State on a voluntary basis testimony or statements requested by courts and other authorities of that State, as well as receive from such nationals oaths or affirmations in accordance with the applicable law of the sending State;

(i) to deliver to nationals of the sending State any official documents from authorities of the sending State.

Article 26

1. Copies of the acts and documents mentioned under subparagraphs (d) and (e) of Article 25, duly authenticated or certified by the consular officer under official seal, shall be admitted in judicial and administrative proceedings in both the sending and receiving State, equally with the originals, and shall have the same force and effect as though they had been prepared or issued by or executed before a notary public or other public official of the receiving State.

2. All acts and documents prepared by courts and other authorities or officials of the receiving State properly authenticated in the territory of that State by a consular officer of the sending State shall have, in judicial and administrative proceedings in the sending State, the same force and effect as acts and documents prepared by the courts and other authorities or officials of the sending State provided such acts and documents have been drawn and executed in a manner not inconsistent with the laws and regulations of the sending State.

Article 27

1. A consular officer is authorized to transmit, upon request by a court of the sending State, letters rogatory to the authorities of the receiving State competent to act thereon.

2. A consular officer is authorized to receive voluntary testimony of citizens of the sending State, for use in that State.

Article 28

A consular officer, acting ex officio or on behalf of persons having a legitimate interest in the matter, may propose to the courts or other competent authorities of the receiving State appropriate persons to act as guardians or trustees for nationals of the sending State or to act as custodians of the property of such nationals when it is left without supervision.

Article 29

1. A consular officer shall have the right within his consular district to confer with any national of the sending State, to give him assistance or advice, and where necessary to arrange for legal assistance for him. If a national of the sending State desires to visit or communicate with his consular officer, the receiving State shall in no way restrict the access of the national to the consular establishments of the sending State or object to visits to such national by a consular officer of the sending State.

2. The appropriate authorities of the receiving State shall immediately inform a consular officer of the sending State of the detention or arrest of any national of the sending State who has not been admitted to permanent residence in the receiving State. In the case of the detention or arrest of a national of the sending State who has been admitted to permanent residence in the receiving State, the appropriate authorities of the receiving State, on the request of such national, shall immediately inform a consular officer of the sending State of such detention or arrest.

3. The receiving State shall forward without delay any correspondence from a national of the sending State detained or arrested in the receiving State addressed to a consular officer of the sending State. A consular officer shall upon his request be informed of the reasons for the detention or arrest of any national of the sending State. A consular officer may visit such national at any time and may communicate in writing with him in the language of the sending State or of the receiving State for the purpose of safeguarding his interests, with the observance, however, of the laws and regulations of the receiving State.

4. In case of a trial of a national of the sending State in the receiving State, the appropriate authorities of the receiving State shall, at the request of the consular officer, inform such officer of the charges against such national, and shall permit the consular officer to be present during the trial of such national, with the observance, however, of the laws and regulations of the receiving State.

5. A consular officer of the sending State shall have the right, subject to local prison regulations, to visit and communicate with a national of the sending State who is serving a sentence of imprisonment in the receiving State.

6. The rights of visiting and communicating provided in paragraphs 2, 3 and 5 shall be exercised in conformity with the laws and regulations of the receiving State, including prison regulations; provided, however, that the application of those laws and regulations shall not prevent a consular officer from visiting his national without delay, communicating freely with him, and obtaining information of the charges against him.

7. The provisions of paragraphs 1, 2 and 3 have appropriate application also to any person employed on a vessel or aircraft of the sending State who is not a national of, or who has not been admitted to permanent residence in, the receiving State.

Article 30

Whenever the appropriate local authorities of the receiving State learn of the death in the receiving State of a national of the sending State, they shall without delay so inform a consular officer of the sending State. The consular officer shall be entitled, upon his request and for consular purposes, to receive from the appropriate authorities of the receiving State a copy of the certificate of death of such national.

Article 31

1. Whenever the appropriate local authorities of the receiving State learn of the opening of an estate resulting from death in the receiving State of a national of the sending State who leaves in the receiving State no known heir or testamentary executor, they shall as promptly as possible so inform a consular officer of the sending State.

2. Whenever the appropriate local authorities of the receiving State learn of the death of a person, regardless of nationality, who has left in the receiving State an estate in which a national of the sending State residing outside the receiving State may have an interest under the will of the decedent or otherwise in accordance with the laws of the receiving State, they shall as promptly as possible so inform a consular officer of the sending State.

3. A consular officer of the sending State shall have the right, directly or through his representative, to protect the interests of a national of the sending State who is not a resident of the receiving State and who is not otherwise represented. In such circumstances the consular officer shall be permitted, in accordance with applicable laws and regulations, to request local authorities to supply information concerning holdings or interests of any such national especially shares in estates, pension rights, insurance or employees' compensation benefits.

4. A consular officer of the sending State shall be entitled to receive for transmission to a national of the sending State who is not a resident of the receiving State any money or other property to which such national is entitled as a consequence of the death of another person, including shares in an estate, payments made pursuant to employees' compensation laws, pension and social benefits systems in general, and proceeds of insurance policies, unless the court, agency, or person making distribution directs that transmission be effected in a different manner. The court, agency, or person making distribution may require that a consular officer comply with conditions laid down with regard to:

(a) presenting a power of attorney or other authorization from such national residing outside the receiving State;

(b) furnishing reasonable evidence of the receipt of such money or other property by such national; and

(c) returning the money or other property in the event he is unable to furnish such evidence.

5. Whenever a consular officer receives any money or other property for transmission to a national of the sending State pursuant to paragraph 4, he shall be subject, with respect to such function, to the laws and to the civil jurisdiction of the authorities of the receiving State in the same manner and the same extent as a national of the receiving State.

Article 32

1. A consular officer shall be entitled to give assistance to vessels under the flag of the sending State, as well as to their crews, and he may address himself for this purpose to the authorities of the receiving State. A consular officer may, where stipulated by the laws of the sending State, enjoy the right of supervision and inspection of vessels under the flag of that State and their crews, and he may take all measures to assure observance of the laws of the sending State with regard to navigation. For this purpose he may visit vessels and be visited by the masters and crews of vessels of the sending State.

2. Without prejudice to the right of the courts or other authorities of the receiving State to assume jurisdiction over crimes or offenses which disturb the peace or security of the port and to enforce the laws of the receiving State, all measures taken by a consular officer in accordance with the laws of the sending State concerning vessels under the flag of that State and their crews, including the signing on and discharge of the master and members of the crew, as well as the settlement of disputes of all kinds between the master and members of the crew, shall be respected by the authorities of the receiving State. For the execution of such functions, the consular officer may request assistance from competent authorities of the receiving State.

Article 33

1. If it is the intention of the authorities of the receiving State to arrest or otherwise detain in custody any person on board a vessel under the flag of the sending State who is not a national of the receiving State, including the master or crew member thereof, or to seize any property aboard such a vessel, these authorities, except in cases where it is impossible in practice because of urgency, shall inform a consular officer in time to accord him an opportunity to visit the vessel before these measures are carried out. If it shall be impossible in practice to inform a consular officer in advance, the authorities of the receiving State shall inform him as soon as possible, according him full opportunity to visit and communicate with the arrested or detained person and to take appropriate steps to safeguard the interests of such person or vessel.

2. The provisions of paragraph 1 shall not apply to passport, customs, and health inspection, nor to measures taken by the authorities of the receiving State at the request of the master or with his permission.

Article 34

1. If a vessel under the flag of the sending State is wrecked or damaged in the territory of the receiving State, or if the continuation of its voyage shall in any way be rendered impossible, the authorities of the receiving State shall inform a consular officer immediately and shall take all practicable measures for the preservation and protection of the vessel as well as the persons, cargo and property on board.

2. If the person who represents the interests of a vessel described in paragraph 1 is unable to make necessary arrangements in connection with the vessel or its cargo, a consular officer may make arrangements on his behalf. A consular officer may under similar circumstances take appropriate steps with regard to cargo and other property owned by the sending State or the nationals thereof, which belongs to a wrecked or damaged vessel of other registry, except when the vessel is under the flag of the receiving State.

3. No customs duties shall be levied against a damaged vessel under the flag of the sending State or its cargo or stores unless they are delivered for use in the receiving State.

Article 35

1. The term "vessel" as used in Articles 32, 33, and 34 means all types of vessels authorized to fly the flag of the sending State, with the exception of warships.

2. The provisions of Articles 32, 33, and 34 shall also apply in relation to civil aircraft and civil aviation to the extent that they are capable of such application.

Article 36

A consular officer shall be permitted to perform all other consular functions entrusted to him by the sending State, as long as their performance is not contrary to the laws of the receiving State.

Article 37

A consular establishment may levy in the territory of the receiving State the fees and charges provided by the laws and regulations of the sending State for consular acts.

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PART V

FINAL PROVISIONS

Article 38

1. The present Convention shall be ratified and shall enter into force on the thirtieth day following the date of the exchange of instruments of ratification, which shall take place at Washington as soon as possible.

2. The present Convention shall remain in force until six months from the date on which one of the Contracting Parties gives notice of termination of the Convention in writing to the other Contracting Party.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

Done in Warsaw on May 31, 1972, in two copies, each in the English and Polish languages, both texts having the same force.

For the Government of the United States of America	For the Government of the Polish People's Republic
[1]	[2]

[1] William P. Rogers
[2] Stefan Olszowski

FIRST PROTOCOL
TO THE CONSULAR CONVENTION

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC

At the time of signing of the Consular Convention of this day between the Government of the United States of America and the Government of the Polish People's Republic, the undersigned Plenipotentiaries, duly authorized, have further agreed on the following provisions:

Without derogation of such additional rights and benefits as the sending State may be entitled with respect to its diplomatic and other official property on the territory of the receiving State, the provisions of Articles 9, 16, and 18 of the Consular Convention shall apply likewise with respect to movable and immovable property, including residences, owned or otherwise held by the sending State and used for:

(a) diplomatic purposes, including those of permanent missions to international organizations; and

(b) for information and cultural activities not conducted within diplomatic missions or consular establishments.

The present Protocol constitutes an integral part of the aforesaid Consular Convention between the Government of the United States of America and the Government of the Polish People's Republic.

Done in Warsaw on May 31, 1972, in two copies, each in the English and Polish languages, both texts being equally authentic.

For the Government of the United States of America

For the Government of the Polish People's Republic

SECOND PROTOCOL
TO THE CONSULAR CONVENTION

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC

At the time of signing of the Consular Convention of this day between the Government of the United States of America and the Government of the Polish People's Republic, the undersigned Plenipotentiaries, duly authorized, have further agreed on the following provisions:

1. It is agreed between the Contracting Parties that the notification to a consular officer of the detention or arrest of a national of the sending State not admitted to permanent residence in the receiving State, specified in Paragraph 2 of Article 29 of the Consular Convention, shall take place within three days from the time of detention or arrest.

2. It is agreed between the Contracting Parties that the notification to a consular officer of the detention or arrest of a national of the sending State admitted to permanent residence in the receiving State, specified in Paragraph 2 of Article 29 of the Consular Convention, shall take place within three days from the time of the request of such national that the consular officer be notified.

3. It is agreed between the Contracting Parties that the right to visit, specified in Paragraph 3 of Article 29 of the Consular Convention, shall be accorded to the consular officer within four days from the time of detention or arrest of any national of the sending State.

The present Protocol constitutes an integral part of the aforesaid Consular Convention between the Government of the United States of America and the Government of the Polish People's Republic.

Done in Warsaw on May 31, 1972, in two copies, each in the English and Polish languages, both texts being equally authentic.

For the Government of the United States of America	For the Government of the Polish People's Republic

KONWENCJA KONSULARNA
MIĘDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI
A RZĄDEM POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ

Rząd Stanów Zjednoczonych Ameryki
i Rząd Polskiej Rzeczypospolitej Ludowej,
dążąc do uregulowania i rozwoju stosunków
konsularnych między obu Państwami,
postanowiły zawrzeć Konwencję konsularną
i w tym celu wyznaczyły swoich Pełnomocników:

Rząd Stanów Zjednoczonych Ameryki -
Williama P. ROGERSA, Sekretarza Stanu,

Rząd Polskiej Rzeczypospolitej Ludowej -
Stefana OLSZOWSKIEGO, Ministra Spraw Zagranicznych,

którzy zgodzili się na następujące
postanowienia:

CZĘŚĆ I

DEFINICJE

Artykuł 1

Dla celów niniejszej Konwencji następujące
wyrażenia mają niżej określone znaczenia:

a/ "urząd konsularny" oznacza konsulat
generalny, konsulat, wicekonsulat lub agencję
konsularną;

b/ "okręg konsularny" oznacza terytorium wyznaczone urzędowi konsularnemu dla wykonywania funkcji konsularnych;

c/ "kierownik urzędu konsularnego" oznacza osobę kierującą urzędem konsularnym w stopniu konsula generalnego, konsula, wicekonsula lub agenta konsularnego;

d/ "urzędnik konsularny" oznacza każdą osobę, włączając kierownika urzędu konsularnego, której powierzono wykonywanie funkcji konsularnych;

e/ "pracownik urzędu konsularnego" oznacza każdą osobę wykonującą czynności administracyjne, techniczne lub usługowe w urzędzie konsularnym;

f/ "członek urzędu konsularnego" oznacza każdego urzędnika konsularnego lub pracownika urzędu konsularnego;

g/ "pomieszczenia urzędu konsularnego" oznacza budynki lub część budynków oraz tereny przynależne do nich, użytkowane wyłącznie dla celów urzędu konsularnego;

h/ "archiwum urzędu konsularnego" oznacza urzędową korespondencję, dokumenty, akta, kody i szyfry, jak również ruchomości biurowe przeznaczone wyłącznie do ich przechowywania lub zabezpieczenia.

CZĘŚĆ II

USTANAWIANIE URZĘDÓW KONSULARNYCH ORAZ MIANOWANIE URZĘDNIKÓW I PRACOWNIKÓW TYCH URZĘDÓW

Artykuł 2

1. Urząd konsularny może być ustanowiony na terytorium Państwa przyjmującego tylko za zgodą tego Państwa.

2. Państwo wysyłające i Państwo przyjmujące określą w drodze porozumienia siedzibę urzędu konsularnego oraz granice jego okręgu konsularnego.

Artykuł 3

1. Kierownik urzędu konsularnego mianowany przez Państwo wysyłające może przystąpić do pełnienia swych funkcji konsularnych po przedstawieniu listów komisyjnych lub podobnego aktu i wydaniu mu przez Państwo przyjmujące exequatur lub innego dokumentu uznania.

2. Do czasu wydania kierownikowi urzędu konsularnego exequatur lub innego dokumentu uznania Państwo przyjmujące może udzielić mu tymczasowego uznania umożliwiającego wykonywanie funkcji konsularnych.

3. Niezwłocznie po wydaniu kierownikowi urzędu konsularnego exequatur bądź jednego z dokumentów określonych w ustępie 1 lub 2 właściwe organy Państwa przyjmującego zastosują niezbędne środki dla umożliwienia mu wykonywania funkcji konsularnych i korzystania z przysługujących praw, przywilejów i immunitetów.

Artykuł 4

1. Państwo wysyłające może, stosując się do postanowień artykułów 3, 6 i 7, wyznaczyć jednego lub kilku członków swojego przedstawicielstwa dyplomatycznego w Państwie przyjmującym do pełnienia funkcji konsularnych. Z wyjątkiem przypadku, o którym mowa w ustępie 5 artykułu 31, członek przedstawicielstwa dyplomatycznego w ten sposób wyznaczony będzie nadal korzystać z przywilejów i immunitetów, do których jest on uprawniony jako członek przedstawicielstwa dyplomatycznego.

2. Państwo wysyłające może ustanowić w swoim przedstawicielstwie dyplomatycznym wydział konsularny, który będzie miał określony okręg konsularny, stosownie do postanowień punktu b/ artykułu 1 i ustępu 2 artykułu 2.

Artykuł 5

1. Jeżeli kierownik urzędu konsularnego nie może pełnić swych funkcji lub jeżeli stanowisko kierownika urzędu konsularnego nie jest obsadzone, urzędnik tego samego lub innego urzędu konsularnego lub członek personelu dyplomatycznego przedstawicielstwa dyplomatycznego Państwa wysyłającego w Państwie przyjmującym może czasowo wykonywać te funkcje. W tym przypadku powierzenie funkcji kierownika urzędu konsularnego zostanie uprzednio zakomunikowane na piśmie ministerstwu spraw zagranicznych Państwa przyjmującego.

2. Osoba określona w ustępie 1 będzie korzystać w okresie tymczasowego wykonywania funkcji kierownika urzędu konsularnego z praw, przywilejów i immunitetów przysługujących kierownikowi urzędu konsularnego. W przypadku, gdy osobą tą będzie członek personelu dyplomatycznego przedstawicielstwa dyplomatycznego, będzie on korzystał także z dodatkowych przywilejów i immunitetów, do których jest uprawniony jako członek przedstawicielstwa dyplomatycznego zgodnie z ustępem 1 artykułu 4.

Artykuł 6

1. Urzędnikami konsularnymi mogą być tylko obywatele Państwa wysyłającego.

2. Urzędnicy konsularni mogą być mianowani spośród obywateli Państwa wysyłającego, mających prawo stałego pobytu w Państwie przyjmującym, jedynie za zgodą tego drugiego Państwa.

Artykuł 7

1. Państwo przyjmujące wyda każdemu urzędnikowi konsularnemu odpowiedni dokument stwierdzający jego prawo do wykonywania funkcji konsularnych na terytorium Państwa przyjmującego. W tym celu Państwo wysyłające będzie notyfikować uprzednio Państwu przyjmującemu imiona i nazwiska, funkcje oraz klasy wszystkich urzędników konsularnych.

2. Państwo wysyłające będzie notyfikować Państwu przyjmującemu także imiona i nazwiska oraz obowiązki pracowników urzędu konsularnego.

3. Urzędnik konsularny, notyfikowany Państwu przyjmującemu zgodnie z ustępem 1, będzie uprawniony do wykonywania swoich funkcji konsularnych po wydaniu mu przez Państwo przyjmujące właściwego dokumentu stwierdzającego jego prawo do wykonywania takich funkcji.

Artykuł 8

1. Państwo przyjmujące może w każdej chwili, nie będąc zobowiązane wyjaśniać swojej decyzji, powiadomić Państwo wysyłające drogą dyplomatyczną, że urzędnik konsularny jest persona non grata lub że pracownik urzędu konsularnego jest niepożądany. W tym przypadku Państwo wysyłające powinno odwołać takiego urzędnika lub pracownika.

2. Jeżeli Państwo wysyłające odmówi wypełnienia lub nie wypełni w rozsądnym terminie swoich zobowiązań wynikających z ustępu 1, Państwo przyjmujące może zaprzestać uznawania danego urzędnika lub pracownika za członka urzędu konsularnego.

Artykuł 9

1. Państwo wysyłające, działając w swym własnym imieniu lub za pośrednictwem jednej lub więcej osób fizycznych lub prawnych występujących w jego imieniu, ma prawo nabywania w takie posiadanie, na jakie zezwala prawo Państwa przyjmującego - czy to w drodze zakupu, dzierżawy lub w inny sposób - terenów, budynków, części budynków i przynależności, które Państwo wysyłające uważa za niezbędne i odpowiednie dla celów konsularnych, włączając w to mieszkania dla członków urzędu konsularnego.

2. Państwo wysyłające ma prawo:

a/ budować, odbudowywać lub przebudowywać budynki oraz inne przynależności na terenie zajmowanym zgodnie z postanowieniami ustępu 1, jednakże przy zachowaniu warunków przewidzianych przepisami Państwa przyjmującego o budownictwie lub o planowaniu przestrzennym, strefowym bądź urbanistycznym;

b/ zatrudniać, na podstawie umowy lub w inny sposób, swoich obywateli lub przedsiębiorstwa powołane zgodnie z jego ustawodawstwem, do projektowania, budowania, odbudowywania lub przebudowywania tych budynków. Zatrudnianie obywateli Państwa przyjmującego przez te przedsiębiorstwa będzie podlegało prawu Państwa przyjmującego.

CZĘŚĆ III

PRAWA, PRZYWILEJE I IMMUNITETY

Artykuł 10

1. Na budynkach, w których znajdują się biura urzędu konsularnego, mogą być umieszczane tablice z godłem Państwa wysyłającego i nazwą tego urzędu w językach angielskim i polskim oraz napisy wskazujące na przeznaczenie tych biur.

2. Na budynkach, w których mieści się urząd konsularny, może być wywieszana flaga Państwa wysyłającego. Flaga ta może być również wywieszana na rezydencji kierownika urzędu konsularnego, a także na jego środkach transportu w czasie ich używania przez niego dla celów służbowych.

Artykuł 11

1. Pomieszczenia oraz archiwum urzędu konsularnego są nietykalne.

2. Organy Państwa przyjmującego nie mogą wkraczać do pomieszczeń urzędu konsularnego lub mieszkań urzędników konsularnych bez zgody kierownika urzędu konsularnego, szefa przedstawicielstwa dyplomatycznego Państwa wysyłającego lub osoby należycie upoważnionej przez jednego z nich do wyrażania takiej zgody. Zgoda taka jest domniemana w przypadku pożaru lub innego nieszczęśliwego wypadku wymagającego niezwłocznych czynności ochronnych. W żadnym przypadku organom tym nie wolno jednak naruszać zasady nietykalności archiwum urzędu konsularnego, a zwłaszcza badać lub zajmować je.

3. Pomieszczenia urzędu konsularnego i mieszkania członków urzędu konsularnego, znajdujące się w tym samym budynku, powinny być od siebie odpowiednio oddzielone.

Artykuł 12

1. Urząd konsularny ma prawo do swobodnego porozumiewania się z organami swego Państwa, w tym z przedstawicielstwami dyplomatycznymi lub innymi urzędami konsularnymi Państwa wysyłającego, bez względu na ich siedziby, używając wszelkich publicznych środków łączności.

2. Urząd konsularny może posługiwać się dyplomatycznymi lub konsularnymi kurierami, dyplomatycznymi lub konsularnymi pakietami, a także używać kodów i szyfrów.

3. Korespondencja urzędu konsularnego, poczta kurierska oraz opieczętowane pakiety dyplomatyczne lub konsularne, noszące widoczne zewnętrzne znaki swego charakteru urzędowego, zarówno wysyłane przez ten urząd, jak i przeznaczone dla niego, są nietykalne i organy Państwa przyjmującego nie będą ich przeglądać ani zatrzymywać. Jeżeli jednak właściwe organy Państwa przyjmującego mają poważną podstawę sądzić, że pakiet posiada inną zawartość niż korespondencja, dokumenty lub przedmioty charakteru urzędowego przeznaczone wyłącznie do użytku służbowego, mogą prosić, aby taki pakiet został otwarty w ich obecności przez upoważnionego przedstawiciela Państwa wysyłającego. Jeśli prośba ta nie zostanie spełniona, pakiet zostanie zwrócony do miejsca, skąd pochodzi.

Artykuł 13

1. Urzędnicy konsularni i członkowie ich rodzin, pozostający z nimi we wspólnocie domowej, korzystają z immunitetu od jurysdykcji władz sądowych i administracyjnych Państwa przyjmującego.

2. Pracownicy urzędu konsularnego korzystają z immunitetu od jurysdykcji władz sądowych i administracyjnych Państwa przyjmującego w odniesieniu do czynności dokonanych w zakresie ich obowiązków służbowych.

3. Postanowień ustępu 1 i 2 nie stosuje się jednak do powództwa cywilnego:

a/ wynikającego z zawarcia przez urzędnika konsularnego lub pracownika urzędu konsularnego umowy, w której nie występował on wyraźnie lub w sposób dorozumiany jako przedstawiciel Państwa wysyłającego;

b/ wytoczonego przez osobę trzecią na skutek szkody powstałej w wyniku wypadku w Państwie przyjmującym, spowodowanego przez pojazd, statek lub samolot;

c/ wynikającego z czynności wykonywanych na mocy artykułu 31, jak przewiduje to ustęp 5 tego artykułu.

4. Osoby wymienione w ustępach 1 i 2 nie będą jednakże nadużywały posiadanych przez nich immunitetów i oczekuje się od nich respektowania ustaw i przepisów obowiązujących w Państwie przyjmującym, włącznie z przepisami o ruchu drogowym.

5. Państwo wysyłające może zrzec się immunitetów określonych w niniejszym artykule. To zrzeczenie się powinno być zawsze wyraźne i zakomunikowane Państwu przyjmującemu na piśmie.

6. Zrzeczenie się immunitetu od jurysdykcji w odniesieniu do postępowania cywilnego lub administracyjnego nie jest uważane za domniemane zrzeczenie się immunitetu w stosunku do wykonania orzeczenia, co wymaga oddzielnego zrzeczenia się.

Artykuł 14

1. Członkowie urzędu konsularnego mogą być wzywani w charakterze świadków w toku postępowania sądowego lub administracyjnego. W przypadku odmowy złożenia zeznań przez urzędnika konsularnego nie można stosować wobec niego żadnego środka przymusu ani sankcji. Natomiast pracownik urzędu konsularnego nie może odmówić złożenia zeznań, z wyjątkiem przypadków wymienionych w ustępie 3.

2. Postanowienia ustępu 1 dotyczące urzędników konsularnych i pracowników urzędu konsularnego stosują się odpowiednio do członków ich rodzin, pozostających z nimi we wspólnocie domowej.

3. Członkowie urzędu konsularnego nie są obowiązani do składania zeznań co do spraw związanych z wykonywaniem swych funkcji, ani do przedkładania urzędowej korespondencji lub dokumentów dotyczących ich funkcji. Mają oni również prawo odmowy złożenia zeznań w charakterze rzeczoznawców w zakresie prawa Państwa wysyłającego. Z tych praw nie powinno korzystać się, jeżeli wymaga tego dobro sprawiedliwości i nie są narażone interesy Państwa wysyłającego.

4. Władze Państwa przyjmującego, uzyskując zeznania członka urzędu konsularnego, podejmą wszelkie odpowiednie środki, aby uniknąć zakłócenia wykonywania przez niego obowiązków służbowych. Na wniosek kierownika urzędu konsularnego zeznania takie mogą być złożone, jeżeli jest to możliwe, ustnie lub na piśmie, w urzędzie konsularnym bądź w mieszkaniu odnośnej osoby.

Artykuł 15

1. Członkowie urzędu konsularnego i członkowie ich rodzin, pozostający z nimi we wspólnocie domowej, nie podlegają w Państwie przyjmującym służbie wojskowej, obowiązkowi występowania w charakterze sędziego przysięgłego lub ławnika albo innym obowiązkom o charakterze przymusowym, w tym również obowiązkowi uiszczania jakichkolwiek opłat ekwiwalentnych, zwalniających od wykonywania tych obowiązków.

2. Członkowie urzędu konsularnego oraz członkowie ich rodzin, pozostający z nimi we wspólnocie domowej, nie podlegają przepisom Państwa przyjmującego o rejestracji, meldunkach, zezwoleniach na pobyt cudzoziemców, jak również podobnym przepisom stosowanym zazwyczaj wobec cudzoziemców.

Artykuł 16

1. Państwo wysyłające ma prawo wwozu do Państwa przyjmującego materiałów oraz wyposażenia do budowy, odbudowy, przebudowy, reperacji, utrzymywania i użytkowania pomieszczeń, budynków i przynależności, o których mowa w artykule 9.

2. Wszystkie przedmioty, włącznie ze środkami transportu, sprowadzane przez Państwo wysyłające do użytku urzędu konsularnego lub dla potrzeb budowy, odbudowy, przebudowy, reperacji, utrzymywania i użytkowania budynków bądź innych zabudowań, które urząd konsularny posiada lub zajmuje zgodnie z artykułem 9, są zwolnione na terytorium Państwa przyjmującego od wszelkich opłat celnych i podatków oraz innych opłat nakładanych w związku z wwozem.

Artykuł 17

1. Bagaż, ruchomości i inne przedmioty, włącznie ze środkami transportu, wwożone wyłącznie dla osobistego użytku członka urzędu konsularnego i członków jego rodziny, pozostających z nim we wspólnocie domowej, są zwolnione od wszelkich opłat celnych i podatków oraz innych opłat nakładanych w związku z wwozem.

2. Zwolnienia określone w ustępie 1 są przyznawane w odniesieniu do własności wwożonej przez osobę upoważnioną do tego przy jej pierwszym wjeździe i przy następnych wjazdach do Państwa przyjmującego, a także do własności sprowadzanej dla członka urzędu konsularnego w okresie pełnienia jego funkcji lub określonych czynności w tym urzędzie. Jednakże nie dotyczy to przedmiotów, których wwóz jest wyraźnie zabroniony przez prawo. Państwo przyjmujące może ograniczyć ilość samochodów wolnych od cła, sprowadzanych przez członków urzędu konsularnego do ich osobistego użytku i ich rodzin.

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3. Jednakże należy rozumieć, że:

a/ postanowienia niniejszego artykułu będą miały zastosowanie do członków urzędu konsularnego dopiero po zakomunikowaniu ich nazwisk ministerstwu spraw zagranicznych Państwa przyjmującego i należytym uznaniu ich oficjalnego charakteru; nie dotyczy to bagażu towarzyszącego przy pierwszym wjeździe;

b/ w przypadku przesyłek Państwo przyjmujące może uwarunkować udzielenie zwolnienia od wymogu notyfikacji przesyłki w ustalonym trybie.

Artykuł 18

1. Państwo wysyłające zwolnione jest od wszelkich podatków, opłat lub podobnych obciążeń pobieranych na cele publiczne, do płacenia których byłoby w przeciwnym przypadku prawnie zobowiązane na terytorium Państwa przyjmującego w odniesieniu do:

a/ nabywania, sprzedaży, budowy i utrzymywania mienia nieruchomego, którego Państwo wysyłające jest prawnym właścicielem lub które jest nabyte na własność przez jedną lub więcej osób fizycznych lub prawnych działających w jego imieniu, jeśli mienie to służy dla celów konsularnych określonych w ustępie 1 artykułu 9 lub jeśli zostało nabyte dla takich celów i nie jest używane dla celów innych;

b/ zajmowania mienia nieruchomego, którego Państwo wysyłające jest najemcą;

c/ nabywania, sprzedaży i utrzymywania mienia ruchomego przez Państwo wysyłające używanego dla celów konsularnych;

d/ wykonywania funkcji konsularnych, włącznie z pobieraniem opłat konsularnych zgodnie z postanowieniami artykułu 37.

2. Jeżeli prawo Państwa przyjmującego nie uprawnia Państwa wysyłającego do nabycia mienia nieruchomego dla celów konsularnych, włączając w to pomieszczenia mieszkalne, w charakterze prawnego właściciela bezpośrednio lub za pośrednictwem jednej lub więcej osób fizycznych lub prawnych działających w jego imieniu, zwolnienie przewidziane w punkcie a/ ustępu 1, stosuje się do mienia nieruchomego przekazanego Państwu wysyłającemu w wieczyste użytkowanie, bądź wydzierżawionego lub wynajętego Państwu wysyłającemu na określony czas, co najmniej na dziesięć lat.

3. Zwolnienia wymienione w punkcie a/ ustępu 1 i w ustępie 2 nie mają zastosowania do podatków, opłat lub podobnych obciążeń pobieranych za określone usługi lub za ulepszenia urządzeń publicznych, z których mienie to odnosi szczególną korzyść.

Artykuł 19

Ruchome mienie spadkowe, pozostałe po zmarłym członku urzędu konsularnego lub członku jego rodziny, pozostającym z nim we wspólnocie domowej, zwolnione będzie od podatków wszelkiego rodzaju, takich jak podatek majątkowy, spadkowy i inne podobne, jeżeli mienie to znajdowało się w Państwie przyjmującym wyłącznie w związku z przebywaniem w tym Państwie zmarłego w charakterze członka urzędu konsularnego lub członka jego rodziny, pozostającego z nim we wspólnocie domowej. Jakakolwiek część takiego mienia ruchomego, która swą wartością nie przekracza dwukrotnej wysokości wszystkich oficjalnych dochodów uzyskanych od Państwa wysyłającego w roku bezpośrednio poprzedzającym zgon, będzie uważana bezsprzecznie za stanowiącą własność zmarłego znajdującą się w Państwie przyjmującym wyłącznie w związku z przebywaniem tam zmarłego w charakterze członka urzędu konsularnego lub członka jego rodziny, pozostającego z nim we wspólnocie domowej.

Artykuł 20

1. Członkowie urzędu konsularnego i członkowie ich rodzin, pozostający z nimi we wspólnocie domowej, będą, z wyjątkiem przypadków przewidzianych w ustępie 2, zwolnieni od płacenia jakichkolwiek podatków i podobnych obciążeń wszelkiego rodzaju, nakładanych przez Państwo przyjmujące albo jakiekolwiek jego organy miejscowe, do płatności których urzędnik lub pracownik byłby w przeciwnym przypadku prawnie zobowiązany.

2. Zwolnienia od podatków lub podobnych obciążeń nie mogą odnosić się do podatków i opłat nakładanych:

a/ z powodu nabycia lub w związku z nabyciem, wskutek śmierci, praw do mienia znajdującego się w Państwie przyjmującym, takich jak podatek majątkowy lub spadkowy, z wyjątkiem przewidzianym w artykule 19;

b/ z powodu przekazania lub w związku z przekazaniem w formie darowizny mienia znajdującego się w Państwie przyjmującym;

c/ w związku z posiadaniem lub nabywaniem w drodze kupna przez członków urzędu konsularnego lub członków ich rodzin, pozostających z nimi we wspólnocie domowej, nieruchomości znajdujących się w Państwie przyjmującym, jeżeli występują oni w imieniu własnym, a nie urzędu konsularnego;

d/ z tytułu świadczenia określonych usług;

e/ na dochody uzyskiwane w Państwie przyjmującym ze źródeł innych, aniżeli dochody, pobory, wynagrodzenia lub dodatki, otrzymywane od Państwa wysyłającego w związku z wykonywaniem funkcji lub obowiązków służbowych.

Artykuł 21

Przywileje i immunitety, określone w ustępach 1 i 2 artykułu 13, w ustępach 1, 2 i 4 artykułu 14, w artykułach 15, 17, 19 oraz w ustępie 1 artykułu 20, nie będą przysługiwać członkom urzędu konsularnego i członkom ich rodzin, pozostających z nimi we wspólnocie domowej, jeżeli są oni obywatelami Państwa przyjmującego albo mają w Państwie przyjmującym status cudzoziemca posiadającego prawo stałego pobytu; jednakowoż wszyscy członkowie urzędu konsularnego będą korzystać z uprawnień określonych w ustępie 3 artykułu 14.

Artykuł 22

1. Wszystkie środki transportu stanowiące własność Państwa wysyłającego, członków urzędu konsularnego lub członków ich rodzin, pozostających z nimi we wspólnocie domowej, a używane dla potrzeb urzędu konsularnego bądź wymienionych wyżej osób, powinny być odpowiednio ubezpieczone od odpowiedzialności cywilnej wobec osób trzecich.

2. Postanowienie ustępu 1 nie dotyczy członków urzędu konsularnego i członków ich rodzin, pozostających z nimi we wspólnocie domowej, będących obywatelami Państwa przyjmującego albo mających w Państwie przyjmującym status cudzoziemca posiadającego prawo stałego pobytu, na których ciąży stosownie do przepisów tego Państwa obowiązek ubezpieczenia własnych środków transportu.

CZĘŚĆ IV

FUNKCJE KONSULARNE

Artykuł 23

1. W zakresie dozwolonym przez prawo międzynarodowe urzędnik konsularny uprawniony jest w swoim okręgu konsularnym, zgodnie z ustawami i przepisami Państwa przyjmującego, do obrony praw i interesów Państwa wysyłającego i jego obywateli, zarówno osób fizycznych, jak i prawnych. W tym celu może on zwracać się do sądów i innych organów Państwa przyjmującego w jego okręgu konsularnym, a także, jeżeli Państwo przyjmujące nie sprzeciwia się temu, do centralnych organów tego Państwa.

2. Urzędnik konsularny może, uwzględniając praktykę i procedurę obowiązującą w Państwie przyjmującym, zastępować obywateli Państwa wysyłającego lub zabezpieczać im odpowiednie zastępstwo przed sądami i innymi organami lub osobami urzędowymi Państwa przyjmującego w celu uzyskania, zgodnie z ustawami i przepisami tego Państwa, ochrony praw i interesów tych obywateli, jeżeli z powodu nieobecności lub z jakiejkolwiek innej przyczyny nie są oni w stanie podjąć w odpowiednim czasie obrony swych praw i interesów.

Artykuł 24

Urzędnik konsularny jest uprawniony do współdziałania w rozwoju stosunków handlowych, gospodarczych, kulturalnych i naukowych między obu Państwami oraz do popierania w inny sposób przyjaznych stosunków między nimi.

Artykuł 25

Urzędnik konsularny ma prawo w swoim okręgu konsularnym wykonywać, zgodnie z ustawodawstwem Państwa wysyłającego, następujące funkcje:

a/ rejestrować obywateli Państwa wysyłającego, wydawać im paszporty i inne dokumenty podróży oraz dokonywać w nich zmian, jak również udzielać wiz osobom, które pragną udać się do Państwa wysyłającego;

b/ przyjmować oświadczenia od obywateli Państwa wysyłającego i wydawać im na tej podstawie odpowiednie zaświadczenia i dokumenty;

c/ sporządzać akty stanu cywilnego dotyczące urodzeń i zgonów obywateli Państwa wysyłającego, jak również przyjmować oświadczenia o wstąpieniu w związek małżeński w przypadkach, gdy obie osoby zawierające małżeństwo są obywatelami Państwa wysyłającego; jednakże nie zwalnia to obywateli Państwa wysyłającego od obowiązku stosowania się do ustaw i przepisów Państwa przyjmującego dotyczących zgłaszania lub rejestrowania urodzeń i zgonów oraz udzielania ślubów;

d/ legalizować podpisy i pieczęcie, którymi są opatrzone akty prawne lub inne urzędowe dokumenty sporządzone przed notariuszem lub inną urzędową osobą Państwa przyjmującego albo odpisy lub wyciągi z ksiąg stanu cywilnego bądź z innych urzędowych aktów Państwa przyjmującego, dla nadania dokumentom takiego charakteru, aby w przypadku ich przedłożenia w jakimkolwiek celu mogły być przyjęte w postępowaniu sądowym i administracyjnym w Państwie wysyłającym;

e/ sporządzać akty lub dokumenty o charakterze prawnym, włączając w to dokumenty handlowe, testamenty i umowy, a także poświadczać lub uwierzytelniać na nich podpisy, przyjmować jednostronne oświadczenia oraz w ogólności dokonywać takich czynności, jakie mogą okazać się konieczne dla nadania im cech ważności, wówczas gdy o dokonanie tych czynności zwraca się obywatel Państwa wysyłającego i jeżeli te akty i dokumenty są przeznaczone do użytku poza terytorium Państwa przyjmującego, albo na prośbę jakiejkolwiek osoby, gdy są one przeznaczone do użytku na terytorium Państwa wysyłającego, pod warunkiem, że czynności te nie są sprzeczne z prawem Państwa przyjmującego;

f/ wydawać poświadczone odpisy i wyciągi z akt i ksiąg urzędu konsularnego;

g/ sporządzać tłumaczenia wszelkich aktów i dokumentów oraz poświadczać zgodność tych tłumaczeń z oryginałami;

h/ przyjmować od obywateli Państwa wysyłającego na zasadzie dobrowolności zeznania na wezwanie sądów i innych organów tego Państwa oraz przyjmować od takich obywateli przysięgę lub przyrzeczenie, odpowiednio do obowiązującego prawa Państwa wysyłającego;

i/ doręczać obywatelom Państwa wysyłającego wszelkie dokumenty i pisma urzędowe organów tego Państwa.

Artykuł 26

1. Odpisy aktów i dokumentów, o których mowa w punktach d/ i e/ artykułu 25, należycie zalegalizowane lub poświadczone przez urzędnika konsularnego i opatrzone jego pieczęcią urzędową, będą dopuszczone w postępowaniu sądowym i administracyjnym zarówno w Państwie wysyłającym, jak i przyjmującym, na równi z oryginałami oraz będą miały taką samą moc i wywierały taki sam skutek, jak gdyby były wydane lub sporządzone przed notariuszem lub inną osobą urzędową Państwa przyjmującego.

2. Wszelkie akty i dokumenty sporządzone przez sądy i inne organy lub osoby urzędowe Państwa przyjmującego, właściwie zalegalizowane na terytorium tego Państwa przez urzędnika konsularnego Państwa wysyłającego, będą miały w postępowaniu sądowym i administracyjnym w Państwie wysyłającym taką samą moc i wywierały taki sam skutek, jak akty i dokumenty sporządzone przez sądy i inne organy lub osoby urzędowe Państwa wysyłającego, pod warunkiem, że takie akty i dokumenty zostały sporządzone i wykonane w sposób nie będący w sprzeczności z ustawami i przepisami Państwa wysyłającego.

Artykuł 27

1. Urzędnik konsularny jest uprawniony, na prośbę sądu Państwa wysyłającego, do przekazywania wniosków i rekwizycji sądowych organom Państwa przyjmującego właściwym do ich wykonania.

2. Urzędnik konsularny jest uprawniony do przyjmowania dobrowolnych zeznań obywateli Państwa wysyłającego dla potrzeb tego Państwa.

Artykuł 28

Urzędnik konsularny, działając z urzędu lub w imieniu osób mających interes prawny, może zaproponować sądom lub innym właściwym organom Państwa przyjmującego odpowiednie osoby, aby działały jako opiekunowie lub kuratorzy obywateli Państwa wysyłającego, bądź kuratorzy mienia tych obywateli, kiedy pozostawione jest ono bez opieki.

Artykuł 29

1. Urzędnik konsularny ma prawo w swoim okręgu konsularnym porozumiewać się z każdym obywatelem Państwa wysyłającego, udzielać mu pomocy lub rady, a w razie konieczności zapewnić mu opiekę prawną. Jeśli obywatel Państwa wysyłającego pragnie odwiedzić urzędnika konsularnego lub porozumieć się z nim, Państwo przyjmujące nie będzie w żaden sposób ograniczać temu obywatelowi dostępu do urzędów konsularnych Państwa wysyłającego, bądź sprzeciwiać się odwiedzinom urzędnika konsularnego Państwa wysyłającego u takiego obywatela.

2. Właściwe organy Państwa przyjmującego powiadomią natychmiast urzędnika konsularnego Państwa wysyłającego o zatrzymaniu lub aresztowaniu jakiegokolwiek obywatela Państwa wysyłającego, który nie ma prawa stałego pobytu w Państwie przyjmującym. W przypadku zatrzymania lub aresztowania obywatela Państwa wysyłającego, który posiada prawo stałego pobytu w Państwie przyjmującym, właściwe organy Państwa przyjmującego, na wniosek takiego obywatela, natychmiast powiadomią urzędnika konsularnego Państwa wysyłającego o takim zatrzymaniu lub aresztowaniu.

3. Państwo przyjmujące prześle bez zwłoki każdą korespondencję od obywatela Państwa wysyłającego, zatrzymanego lub aresztowanego w Państwie przyjmującym, skierowaną do urzędnika konsularnego Państwa wysyłającego. Urzędnik konsularny na swój wniosek zostanie poinformowany o przyczynach zatrzymania lub aresztowania każdego obywatela Państwa wysyłającego. Urzędnik konsularny może odwiedzać w każdym czasie takiego obywatela oraz komunikować się z nim na piśmie w języku Państwa wysyłającego lub przyjmującego w celu ochrony jego interesów, jednakże z zachowaniem ustaw i przepisów Państwa przyjmującego.

4. W przypadku procesu sądowego przeciwko obywatelowi Państwa wysyłającego w Państwie przyjmującym właściwe organy Państwa przyjmującego będą, na wniosek urzędnika konsularnego, informować tego urzędnika o zarzutach przeciwko takiemu obywatelowi, a także będą zezwalać urzędnikowi konsularnemu na obecność podczas procesu sądowego przeciwko temu obywatelowi, przy zachowaniu jednakże ustaw i przepisów Państwa przyjmującego.

5. Urzędnik konsularny Państwa wysyłającego ma prawo, zgodnie z miejscowymi przepisami regulaminów więziennych, odwiedzania i porozumiewania się z obywatelem Państwa wysyłającego, odbywającym karę więzienia w Państwie przyjmującym.

6. Prawo odwiedzania i porozumiewania się, przewidziane w ustępach 2, 3 i 5, będzie wykonywane zgodnie z ustawami i przepisami Państwa przyjmującego, włącznie z przepisami regulaminów więziennych, z tym jednak, że stosowanie tych ustaw i przepisów nie będzie przeszkadzać urzędnikowi konsularnemu w odwiedzaniu bez zwłoki swego obywatela, w swobodnym porozumiewaniu się z nim i w uzyskiwaniu informacji o zarzutach przeciwko takiemu obywatelowi.

7. Postanowienia ustępów 1, 2 i 3 mają odpowiednie zastosowanie również do każdej osoby zatrudnionej na statku morskim lub powietrznym Państwa wysyłającego, która nie jest obywatelem Państwa przyjmującego lub nie posiada w tym Państwie prawa stałego pobytu.

Artykuł 30

W przypadku, gdy właściwe organy lokalne Państwa przyjmującego dowiedzą się o zgonie w Państwie przyjmującym obywatela Państwa wysyłającego, niezwłocznie powiadomią o tym urzędnika konsularnego Państwa wysyłającego. Urzędnik konsularny jest uprawniony, na swój wniosek i dla celów konsularnych, do otrzymania od właściwych organów Państwa przyjmującego odpisu aktu zgonu tego obywatela.

Artykuł 31

1. W przypadku, gdy właściwe organy lokalne Państwa przyjmującego dowiedzą się o otwarciu spadku w wyniku zgonu w Państwie przyjmującym obywatela Państwa wysyłającego, który nie pozostawia w Państwie przyjmującym żadnego znanego spadkobiercy lub wykonawcy testamentu, powiadomią one o tym możliwie jak najszybciej urzędnika konsularnego Państwa wysyłającego.

2. W przypadku, gdy właściwe organy lokalne Państwa przyjmującego dowiedzą się o zgonie jakiejkolwiek osoby, niezależnie od jej obywatelstwa, która w Państwie przyjmującym pozostawiła spadek, w którym obywatel Państwa wysyłającego, nie mający miejsca zamieszkania w Państwie przyjmującym, może być zainteresowany na podstawie testamentu tej osoby lub na innej podstawie zgodnie z ustawami Państwa przyjmującego, powiadomią one o tym możliwie jak najszybciej urzędnika konsularnego Państwa wysyłającego.

3. Urzędnik konsularny Państwa wysyłającego ma prawo bezpośrednio lub za pośrednictwem swego przedstawiciela chronić interesy obywatela Państwa wysyłającego, który nie ma miejsca zamieszkania w Państwie przyjmującym i który nie jest w inny sposób reprezentowany. W takich okolicznościach, urzędnik konsularny jest uprawniony, zgodnie z właściwymi ustawami i przepisami, żądać od organów lokalnych dostarczenia informacji dotyczących majątku lub interesów tego obywatela, zwłaszcza udziałów w spadkach, praw do renty, należności z tytułu ubezpieczeń lub odszkodowań w związku z zatrudnieniem.

4. Urzędnik konsularny Państwa wysyłającego jest uprawniony do otrzymywania w celu przekazania obywatelowi Państwa wysyłającego, który nie ma miejsca zamieszkania w Państwie przyjmującym, każdej sumy pieniędzy lub innej własności, do której ten obywatel posiada prawo w wyniku zgonu innej osoby, włączając udziały w spadku, płatności należne z tytułu ustaw o odszkodowaniach w związku z zatrudnieniem, rent i ubezpieczeń społecznych w ogóle oraz wpływów z polis ubezpieczeniowych, chyba że sąd, instytucja lub osoba, która dokonuje podziału spadku zarządzi, że przekazanie zostanie dokonane w inny sposób. Sąd, instytucja lub osoba, dokonująca podziału może domagać się, aby urzędnik konsularny zastosował się do warunków ustanowionych w odniesieniu do:

a/ przedstawienia pełnomocnictwa lub innego upoważnienia od takiego obywatela, nie posiadającego miejsca zamieszkania w Państwie przyjmującym;

b/ przedłożenia właściwego dowodu otrzymania przez takiego obywatela tych pieniędzy lub innej własności;

c/ zwrotu pieniędzy lub innej własności w przypadku niemożliwości przedłożenia takiego dowodu.

5. W przypadku, gdy urzędnik konsularny otrzyma pieniądze lub inną własność w celu przekazania obywatelowi Państwa wysyłającego, stosownie do ustępu 4, będzie on podlegał w odniesieniu do tej czynności ustawom i jurysdykcji cywilnej władz Państwa przyjmującego w ten sam sposób i w tym samym zakresie co obywatel Państwa przyjmującego.

Artykuł 32

1. Urzędnik konsularny jest uprawniony do udzielania pomocy statkom podnoszącym banderę Państwa wysyłającego oraz ich załogom; może on zwracać się w tym celu do organów Państwa przyjmującego. Urzędnik konsularny może wykonywać przewidziane przez ustawodawstwo Państwa wysyłającego prawo nadzoru i inspekcji w stosunku do statków podnoszących banderę tego Państwa i w stosunku do ich załóg, jak również zastosować wszelkie środki mające na celu zapewnienie przestrzegania prawa Państwa wysyłającego odnośnie żeglugi. W tym celu może on odwiedzać statki i być odwiedzany przez kapitanów oraz załogi statków Państwa wysyłającego.

2. Nie naruszając prawa sądów i innych organów Państwa przyjmującego do sprawowania jurysdykcji w przypadkach przestępstw lub wykroczeń zakłócających spokój i bezpieczeństwo w porcie, a także do stosowania ustawodawstwa Państwa przyjmującego, wszelkie czynności dokonane przez urzędnika konsularnego zgodnie z ustawodawstwem Państwa wysyłającego w stosunku do statków podnoszących banderę tego Państwa i ich załóg, włączając w to angażowanie i zwalnianie kapitana i członków załogi, jak również rozstrzyganie sporów wszelkiego rodzaju między kapitanem a członkami załogi, będą respektowane przez organy Państwa przyjmującego. Dla wykonywania takich czynności urzędnik konsularny może zażądać pomocy właściwych organów Państwa przyjmującego.

Artykuł 33

1. Jeżeli organy Państwa przyjmującego mają zamiar na pokładzie statku podnoszącego banderę Państwa wysyłającego aresztować lub zatrzymać w inny sposób jakąkolwiek osobę, która nie jest obywatelem Państwa przyjmującego, włącznie z kapitanem lub członkiem załogi tego statku, albo też zająć jakiekolwiek mienie znajdujące się na tym statku, wspomniane organy powinny, z wyłączeniem przypadków, kiedy jest to praktycznie niemożliwe ze względu na pilność sprawy, powiadomić o tym urzędnika konsularnego w czasie umożliwiającym jego przybycie na statek przed dokonaniem takich czynności. W przypadku gdy uprzednie zawiadomienie urzędnika konsularnego praktycznie jest niemożliwe, organy Państwa przyjmującego powinny poinformować go o tym w możliwie najkrótszym czasie, dając mu również pełną możliwość odwiedzenia osoby aresztowanej lub zatrzymanej i porozumienia się z nią oraz podjęcia odpowiednich kroków dla zabezpieczenia interesów takiej osoby lub takiego statku.

2. Postanowienia ustępu 1 nie mają zastosowania do odprawy paszportowej, celnej i sanitarnej, jak również do czynności podjętych przez organy Państwa przyjmującego na prośbę kapitana lub za jego zgodą.

Artykuł 34

1. Jeżeli statek podnoszący banderę Państwa wysyłającego ulegnie rozbiciu lub zostanie uszkodzony na terytorium Państwa przyjmującego lub dalsze kontynuowanie rejsu będzie z jakichkolwiek przyczyn uniemożliwione, organy Państwa przyjmującego powiadomią o tym niezwłocznie urzędnika konsularnego oraz przedsięwezmą wszelkie możliwe do zastosowania środki celem zabezpieczenia i ochrony tego statku, a także osób, ładunku oraz mienia znajdującego się na nim.

2. Jeżeli osoba reprezentująca interesy statku, określonego w ustępie 1, nie ma możności dokonania niezbędnych formalności dotyczących statku lub jego ładunku, urzędnik konsularny może załatwić takie formalności w jej imieniu. Urzędnik konsularny może w podobnych okolicznościach poczynić odpowiednie kroki w stosunku do ładunku lub innego mienia będącego własnością Państwa wysyłającego lub jego obywateli, które pochodzą z rozbitego lub uszkodzonego statku podnoszącego banderę obcą, z wyjątkiem statku podnoszącego banderę Państwa przyjmującego.

3. Żadne opłaty celne nie będą ściągane z uszkodzonego statku podnoszącego banderę Państwa wysyłającego, jego ładunku lub zaopatrzenia, chyba że przedmioty te są wprowadzone do swobodnego obrotu w Państwie przyjmującym.

Artykuł 35

1. Pojęcie "statek" użyte w artykułach 32, 33 i 34 oznacza wszelkiego rodzaju statki upoważnione do podnoszenia bandery Państwa wysyłającego, za wyjątkiem okrętów wojennych.

2. Postanowienia artykułów 32, 33 i 34 będą miały także zastosowanie do cywilnych samolotów i cywilnej żeglugi powietrznej, w tym zakresie jak to jest możliwe.

Artykuł 36

Urzędnik konsularny może wykonywać wszelkie inne funkcje konsularne zlecone mu przez Państwo wysyłające, jeżeli wykonywanie ich nie jest sprzeczne z ustawodawstwem Państwa przyjmującego.

Artykuł 37

Za dokonywanie czynności konsularnych urząd konsularny może pobierać na terytorium Państwa przyjmującego opłaty konsularne, zgodnie z ustawami i przepisami Państwa wysyłającego.

CZĘŚĆ V

POSTANOWIENIA KOŃCOWE

Artykuł 38

1. Niniejsza Konwencja podlega ratyfikacji i wejdzie w życie trzydziestego dnia po wymianie dokumentów ratyfikacyjnych, która nastąpi w Waszyngtonie możliwie jak najszybciej.

2. Niniejsza Konwencja będzie obowiązywać do upływu sześciu miesięcy od dnia, w którym jedna z Umawiających się Stron notyfikuje na piśmie drugiej Umawiającej się Stronie o wygaśnięciu tej Konwencji.

Na dowód czego wymienieni Pełnomocnicy podpisali niniejszą Konwencję i opatrzyli ją pieczęciami.

Sporządzono w Warszawie, dnia 31 maja 1972 roku, w dwóch egzemplarzach, każdy w językach angielskim i polskim, przy czym oba teksty mają jednakową moc.

Z upoważnienia
Rządu Stanów Zjednoczonych Ameryki

Z upoważnienia
Rządu Polskiej Rzeczypospolitej Ludowej

TIAS 7642

30-236 O - 75 - 6

PIERWSZY PROTOKÓŁ

DO KONWENCJI KONSULARNEJ MIĘDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI A RZĄDEM POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ

W chwili podpisania Konwencji konsularnej między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej, z dnia dzisiejszego, niżej podpisani Pełnomocnicy, należycie upoważnieni, zgodzili się ponadto na następujące postanowienia:

Bez naruszania dodatkowych praw i korzyści, do jakich może być uprawnione Państwo wysyłające w odniesieniu do swej własności dyplomatycznej i innej oficjalnej własności na terytorium Państwa przyjmującego, postanowienia artykułów 9, 16 i 18 Konwencji konsularnej będą miały takie samo zastosowanie w odniesieniu do mienia ruchomego i nieruchomego, włączając w to budynki mieszkalne, będącego własnością lub w inny sposób zajmowanego przez Państwo wysyłające i użytkowanego dla:

a/ celów dyplomatycznych, włączając w to stałe przedstawicielstwa do organizacji międzynarodowych;

b/ działalności informacyjnej i kulturalnej, prowadzonej poza ramami przedstawicielstw dyplomatycznych lub urzędów konsularnych.

Niniejszy Protokół stanowi integralną część wyżej wymienionej Konwencji konsularnej między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej

Sporządzono w Warszawie, dnia 31 maja 1972 roku, w dwóch egzemplarzach, każdy w językach angielskim i polskim, przy czym oba teksty mają jednakową moc

Z upoważnienia
Rządu Stanów Zjednoczonych Ameryki

Z upoważnienia
Rządu Polskiej Rzeczypospolitej Ludowej

DRUGI PROTOKÓŁ

DO KONWENCJI KONSULARNEJ MIĘDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI A RZĄDEM POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ

W chwili podpisania Konwencji konsularnej między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej, z dnia dzisiejszego, niżej podpisani Pełnomocnicy, należycie upoważnieni, zgodzili się ponadto na następujące postanowienia:

1. Umawiające się Strony uzgadniają, że powiadomienie urzędnika konsularnego o zatrzymaniu lub aresztowaniu obywatela Państwa wysyłającego, który nie posiada prawa stałego pobytu w Państwie przyjmującym, określone w ustępie 2 Artykułu 29 Konwencji konsularnej, nastąpi w ciągu trzech dni od daty zatrzymania lub aresztowania.

2. Umawiające się Strony uzgadniają, że powiadomienie urzędnika konsularnego o zatrzymaniu lub aresztowaniu obywatela Państwa wysyłającego, który posiada prawo stałego pobytu w Państwie przyjmującym, określone w ustępie 2 Artykułu 29 Konwencji konsularnej, nastąpi w ciągu trzech dni od daty wniosku tego obywatela o powiadomienie urzędnika konsularnego.

3. Umawiające się Strony uzgadniają, że prawo widzenia się, określone w ustępie 3 Artykułu 29 Konwencji konsularnej, zostanie udzielone urzędnikowi konsularnemu w ciągu czterech dni od daty zatrzymania lub aresztowania każdego obywatela Państwa wysyłającego.

Niniejszy Protokół stanowi integralną część wyżej wymienionej Konwencji konsularnej między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej.

Sporządzono w Warszawie, dnia 31 maja 1972 roku, w dwóch egzemplarzach, każdy w językach angielskim i polskim, przy czym oba teksty mają jednakową moc.

Z upoważnienia
Rządu Stanów Zjednoczonych Ameryki

Z upoważnienia
Rządu Polskiej Rzeczypospolitej Ludowej

[Exchanges of Notes]

The American Embassy to the Polish Ministry of Foreign Affairs

No. 37

The Embassy of the United States of America refers to the talks held between representatives of the Embassy and representatives of the Ministry of Foreign Affairs of the Polish People's Republic on the subject of reducing the possibilities of misunderstanding in the application of the citizenship laws of both countries, and has the honor to request that factual data related to the basic provisions of the citizenship law be conveyed and that points of procedural practice be explained.

1. In particular, the Embassy requests information concerning the formalities related to obtaining Polish recognition of loss of the citizenship of the Polish People's Republic by persons who have been naturalized abroad. The basic elements of this explanation of the Polish practice should contain information on the procedure to be followed by naturalized United States citizens to renounce nationality of the Polish People's Republic or obtain recognition of United States citizenship at Polish consular posts abroad, on the period normally required to complete these procedures, and the time at which loss of the citizenship of the Polish People's Republic or recognition of the United States citizenship takes legal effect in Poland.

2. The Embassy also requests information concerning Polish interpretation of citizenship status during the temporary or permanent residence in Poland of persons mentioned in paragraph 1. It would also be helpful to have information about the types of identification documents issued to aliens residing in Poland who possess foreign passports and to aliens residing in Poland who do not possess foreign documentation, as distinguished from the documentation issued to citizens of the Polish People's Republic.

The Embassy also requests confirmation of its understanding that naturalized United States citizens whose United States citizenship has been legally recognized by the Polish authorities may reacquire the citizenship of the Polish People's Republic only through application for citizenship and official acceptance of this application by the appropriate Polish authorities.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its high consideration.

WJS

WARSAW, *May 31, 1972*

The Polish Ministry of Foreign Affairs to the American Embassy

Nr D.Kons.II.213/16/72

Ministerstwo Spraw Zagranicznych Polskiej Rzeczypospolitej Ludowej przesyła wyrazy szacunku Ambasadzie Stanów Zjednoczonych Ameryki i w odpowiedzi na notę Nr 37 z dnia 31 maja 1972 roku ma zaszczyt przekazać następujące informacje:

1. Zgodnie z artykułem 13 ustawy z dnia 15 lutego 1962 roku o obywatelstwie polskim /Dziennik Ustaw Nr 10, poz.49/ obywatel polski może nabyć obywatelstwo obce jedynie za zezwoleniem właściwego organu polskiego na zmianę obywatelstwa. W myśl ustępu 1, artykułu 16 tej ustawy właściwym organem jest Rada Państwa. Jednak w stosunku do osób zamieszkałych za granicą Rada Państwa, opierając się na podstawie ustępu 3 tegoż artykułu, upoważniła Ministra Spraw Zagranicznych do udzielania zezwoleń na zmianę obywatelstwa, a także wyraziła zgodę na przekazanie przez Ministra Spraw Zagranicznych tego upoważnienia niektórym kierownikom urzędów konsularnych, a w tej liczbie Kierownikowi Wydziału Konsularnego Ambasady Polskiej Rzeczypospolitej Ludowej w Waszyngtonie i Konsulowi Generalnemu Polskiej Rzeczypospolitej Ludowej w Chicago, jeśli chodzi o osoby, które nabyły już obce obywatelstwo.

W tej sytuacji obywatel polski, który posiada miejsce zamieszkania w Stanach Zjednoczonych Ameryki i uzyskał w drodze naturalizacji obywatelstwo tego Państwa, może wystąpić o zezwolenie na zmianę obywatelstwa polskiego na obywatelstwo

Stanów Zjednoczonych Ameryki, składając odpowiedni wniosek do kierownika właściwego terytorialnie urzędu konsularnego Polskiej Rzeczypospolitej Ludowej w Stanach Zjednoczonych Ameryki. Wniosek taki powinien być własnoręcznie podpisany przez osobę zainteresowaną, zawierać główne elementy życiorysu oraz podawać powody zmiany obywatelstwa.

W praktyce, w znacznej większości przypadków osób, posiadających obok obywatelstwa polskiego również obywatelstwo Stanów Zjednoczonych Ameryki, procedura jest uproszczona i decyzję podejmuje kierownik urzędu konsularnego w terminie dwóch do trzech tygodni. W pozostałych, nielicznych przypadkach procedura może trwać dłużej, z uwagi na konieczność przedłożenia sprawy Ministrowi Spraw Zagranicznych. W każdym przypadku utrata obywatelstwa Polskiej Rzeczypospolitej Ludowej w stosunku do wyżej wymienionych osób następuje z dniem wydania decyzji o zezwoleniu na zmianę obywatelstwa Polskiej Rzeczypospolitej Ludowej na obywatelstwo Stanów Zjednoczonych Ameryki. Od tej daty władze polskie traktują daną osobę wyłącznie jako obywatela obcego.

Obywatele polscy, nabywający obywatelstwo obce w okresie obowiązywania ustawy o obywatelstwie Państwa Polskiego z dnia 20 stycznia 1920 roku, to jest do dnia 18 stycznia 1951 roku tracili automatycznie obywatelstwo polskie z chwilą nabycia obywatelstwa obcego, z wyjątkiem przypadków przewidzianych w tej ustawie i innych przepisach z nią związanych.

2. Osoby, które uzyskały zezwolenie na zmianę obywatelstwa Polskiej Rzeczypospolitej Ludowej na obywa-

telstwo Stanów Zjednoczonych Ameryki, zgodnie z procedurą wymienioną w ustępie 1, traktowane są podczas czasowego lub stałego ich pobytu w Polsce jako cudzoziemcy, posiadający wyłącznie obywatelstwo Stanów Zjednoczonych Ameryki. Osobom takim, zamieszkałym na stałe w Polsce, polskie organy administracyjne wydają specjalne dokumenty, nazywające się "kartami stałego pobytu". Naturalizowani obywatele Stanów Zjednoczonych Ameryki, którzy uzyskali zezwolenie na zmianę obywatelstwa Polskiej Rzeczypospolitej Ludowej na obywatelstwo Stanów Zjednoczonych Ameryki mogą odzyskać obywatelstwo Polskiej Rzeczypospolitej Ludowej jedynie wyłącznie w drodze złożenia indywidualnych wniosków do Rady Państwa Polskiej Rzeczypospolitej Ludowej o nadanie obywatelstwa Polskiej Rzeczypospolitej Ludowej w trybie artykułu 8 ustawy z dnia 15 lutego 1962 roku o obywatelstwie polskim /Dziennik Ustaw Nr 10, poz.49/. Wnioski tego rodzaju winny być przesyłane za pośrednictwem prezydiów rad narodowych, szczebla powiatowego.

Ministerstwo Spraw Zagranicznych korzysta z okazji, by ponowić Ambasadzie Stanów Zjednoczonych Ameryki wyrazy swego wysokiego poważania.

Warszawa, dnia 31 maja 1972 roku

[SEAL]

Translation

Nr D.Kons. II.213/16/72

The Ministry of Foreign Affairs of the Polish People's Republic presents its compliments to the Embassy of the United States of America and in reply to note No. 37, of May 31, 1972, has the honor to convey the following information:

1. According to Article 13 of the Law of February 15, 1962 concerning Polish citizenship/Dziennik Ustaw No. 10, poz. 49/ a Polish citizen may acquire foreign citizenship only by obtaining permission to change citizenship, issued by the appropriate Polish authorities. According to paragraph 1 Article 16 of that Law the appropriate authority is the Council of State. However, in regard to persons who reside abroad, the Council of State, on the basis of paragraph 3 of the cited Article, authorized the Minister of Foreign Affairs to grant permission to change citizenship, and also concurred in the transfer of this authorization by the Minister of Foreign Affairs to some Heads of Consular Posts, including the Head of the Consular Division of the Embassy of the Polish People's Republic in Washington, D.C., as well as the Consul General of the Polish People's Republic in Chicago, in regard to persons who already acquired foreign citizenship.

In these circumstances, the Polish citizen residing in the United States and holding citizenship of that State acquired through naturalization, may apply for permission to change Polish citizenship to United States citizenship by submitting appropriate application to the Head of the territorially proper Consular Post of the Polish People's Republic in the United States of America. Such application should be personally signed by the person in question, should contain the main elements of his curriculum vitae, and should give reasons for changing citizenship.

Practically, in a substantial majority of the cases involving persons who besides their Polish citizenship hold also United States citizenship, this procedure is simplified and the decision is taken by the Head of a Consular Post within the period of two to three weeks. In the remaining cases, which are not numerous, this procedure may last longer due to the necessity to submit the matter to the Minister of Foreign Affairs. In any case the loss of citizenship of the Polish People's Republic in regard to the above mentioned persons takes place on the day of issuance of the decision on permission to change citizenship of the Polish People's Republic to citizenship of the United States of America. From that date the Polish authorities consider the person in question as a foreign citizen only.

Polish citizens who acquired a foreign citizenship during the period of validity of the Law on citizenship of the Polish State of January 20, 1920, that is to say, until January 18, 1951, automatically lost Polish citizenship upon acquisition of the foreign citizenship except in the circumstances described in that law and other provisions related to it.

2. Persons who were permitted to change the citizenship of the Polish People's Republic to the citizenship of the United States of America, in accordance with the procedure described in paragraph 1, are considered as aliens holding exclusively the citizenship of the United States of America during their temporary or permanent residence in Poland. The Polish authorities issue to such persons having permanent residence in Poland special documents called "cards of permanent residence". Naturalized United States citizens who were permitted to change the citizenship of the Polish People's Republic to the citizenship of the United States of America may reacquire the citizenship of the Polish People's Republic only and exclusively by submitting to the Council of State of the Polish People's Republic individual applications for granting citizenship of the Polish People's Republic as provided by Article 8 of the Law of February 15, 1962 concerning Polish citizenship/Dziennik Ustaw No. 10, poz. 49/. Such applications should be sent through the intermediary of the praesidia of people's councils on the county (powiat) level.

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]

WARSAW, *May 31, 1972*

The American Ambassador to the Polish Vice Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Note No. 38 WARSAW, *May 31, 1972*

EXCELLENCY:

With reference to the signature today of the Consular Convention between the Government of the United States of America and the Government of the Polish People's Republic, I have the honor to confirm that both Parties have agreed to the following provisions:

1. Persons entering the Polish People's Republic for temporary visits on the basis of United States passports containing Polish entry visas will, in the period for which temporary visitor status has been accorded (in conformity with the visa's validity), be considered United States citizens by the appropriate Polish authorities for the purpose of ensuring the consular protection provided for in Article 29 of the Convention and the right of departure without further documentation, regardless of whether they may possess the citizenship of the Polish People's Republic.

2. Persons entering the United States of America for temporary visits on the passports of the Polish People's Republic containing United States entry visas will, in the period for which temporary visitor status has been accorded, be considered Polish citizens by the appropriate authorities of the United States of America for the purpose of ensuring the consular protection provided for in Article 29 of the Convention and the right of departure without further documentation, regardless of whether they may possess the citizenship of the United States of America.
3. Persons mentioned in paragraphs 1 and 2 do not lose the right to consular protection and the right of departure without further documentation if the period for which temporary visitor status has been accorded to these persons expired during judicial or administrative proceedings which prevented their voluntary departure.

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

WALTER J. STOESSEL, JR.

His Excellency
ROMUALD SPASOWSKI,
Vice Minister of Foreign Affairs,
Warsaw.

The Polish Vice Minister of Foreign Affairs to the American Ambassador

Nr D.Kons.II.213/15/72 Warszawa, dnia 31 maja 1972 roku

Ekscelencjo,

W związku z podpisaniem w dniu dzisiejszym Konwencji konsularnej między Rządem Polskiej Rzeczypospolitej Ludowej a Rządem Stanów Zjednoczonych Ameryki, mam zaszczyt potwierdzić, że obie Strony zgodziły się na następujące postanowienia:

1. Osoby przybywające do Polskiej Rzeczypospolitej Ludowej na pobyt czasowy na podstawie paszportów Stanów Zjednoczonych Ameryki, zawierających polskie wizy wjazdowe, będą - w okresie na który został im przyznany status osoby na pobycie czasowym /zgodnie z ważnością wizy/ - traktowane jako obywatele Stanów Zjednoczonych Ameryki przez właściwe władze polskie dla celów zapewnienia opieki konsularnej przewidzianej w artykule 29 Konwencji, oraz odnośnie prawa wyjazdu bez dalszych formalności, bez względu na to, czy ewentualnie posiadają obywatelstwo Polskiej Rzeczypospolitej Ludowej.

2. Osoby przybywające do Stanów Zjednoczonych Ameryki na pobyt czasowy na podstawie paszportów Polskiej Rzeczypospolitej Ludowej, zawierających wizy wjazdowe Stanów Zjednoczonych Ameryki, będą - w okresie na który został im przyznany status osoby na pobycie czasowym - traktowane jako obywatele polscy przez właściwe władze Stanów Zjednoczonych Ameryki dla celów zapewnienia opieki konsularnej, przewidzianej w artykule 29 Konwencji oraz odnośnie prawa wyjazdu bez dalszych formalności, bez względu na to, czy ewentualnie posiadają obywatelstwo Stanów Zjednoczonych Ameryki.

3. Osoby wymienione w ustępach 1 i 2 nie tracą prawa do opieki konsularnej i prawa wyjazdu bez dalszych formalności, jeżeli okres na który został im przyznany status osoby na pobycie czasowym zakończył się podczas sądowego lub administracyjnego postępowania, które przeszkodziło w ich dobrowolnym wyjeździe

Korzystam z okazji, aby ponowić Waszej Ekscelencji wyrazy mego wysokiego poważania.

J.E.Pan Walter J. Stoessel, Jr
Ambasador Nadzwyczajny
i Pełnomocny Stanów
Zjednoczonych Ameryki
W a r s z a w a

TIAS 7642

Translation

Nr D.Kons. II/213/15/72 WARSAW, *May 31, 1972*

EXCELLENCY:

With reference to the signature today of the Consular Convention between the Government of the Polish People's Republic and the Government of the United States of America, I have the honor to confirm that both Parties have agreed to the following provisions:

[For the English language text of the provisions 1–3, see p. 1311.]

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

R. SPASOWSKI

His Excellency
WALTER J. STOESSEL, JR.,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Warsaw.

SOCIALIST REPUBLIC OF ROMANIA

Consular Relations

Convention and protocol signed at Bucharest July 5, 1972;
Ratification advised by the Senate of the United States of America March 27, 1973;
Ratified by the President of the United States of America April 16, 1973;
Ratified by the Socialist Republic of Romania January 23, 1973;
Ratifications exchanged at Washington June 6, 1973;
Proclaimed by the President of the United States of America June 18, 1973;
Entered into force July 6, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Consular Convention between the United States of America and the Socialist Republic of Romania and a related Protocol were signed at Bucharest on July 5, 1972, the texts of which, in the English and Romanian languages, are hereto annexed;

The Senate of the United States of America by its resolution of March 27, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention and related Protocol;

The Convention and related Protocol were duly ratified by the President of the United States of America on April 16, 1973, in pursuance of the advice and consent of the Senate, and were duly ratified on the part of the Socialist Republic of Romania;

It is provided in Article 40 of the Convention that the Convention shall enter into force on the thirtieth day following the date of the

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exchange of the instruments of ratification and it is provided in the Protocol that the provisions thereof shall be considered as an integral part of the Convention;

The instruments of ratification of the Convention and related Protocol were duly exchanged at Washington on June 6, 1973, and accordingly the Convention and the related Protocol enter into force on July 6, 1973;

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the Convention of July 5, 1972 and the related Protocol to the end that they shall be observed and fulfilled with good faith on and after July 6, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of June in the year of our Lord one thousand nine hundred seventy-three
[SEAL] and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

CONSULAR CONVENTION

between

the United States of America and

the Socialist Republic of Romania

The United States of America and the Socialist Republic of Romania, desirous of regulating consular relations between the two countries and of thus contributing to the development of their relations of friendship on the basis of respect for the principles of sovereignty and national independence, non-interference in internal affairs, equality in rights, and reciprocal advantage, have decided to conclude a consular convention and for that purpose have appointed their plenipotentiaries:

The President of the United States of America:

Mr. William P. Rogers, Secretary of State

The President of the Council of State of the Socialist Republic of Romania:

Mr. Corneliu Manescu, Minister of Foreign Affairs

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

Article 1

Definitions

For the purpose of this Convention, the terms introduced hereunder shall have the following meaning:

a) "consular establishment" means any consulate general, consulate, vice consulate or consular agency;

b) "consular district" means the territory assigned to a consular establishment for the exercise of consular functions;

c) "the head of the consular establishment" means the consul general, consul, vice consul, or consular agent directing the

consular establishment;

d) "consular officer" means any person authorized to perform consular functions, including the head of the consular establishment;

e) "consular employee" means any person employed in administrative, technical, or service functions of the consular establishment;

f) "consular premises" means the buildings or parts of buildings and the land ancillary thereto which are used exclusively for the purposes of the consular establishment;

g) "members of the family" means the spouse, minor children and other relatives of a consular officer or consular employee, who form part of his household;

h) "vessel" means any ship flying the flag of the sending state except warships;

i) "law" means the laws, decrees, regulations, ordinances and similar provisions having the force of law.

Article 2

Establishment of Consular Posts

1. Either High Contracting Party may, under the present Convention, establish consular establishments in the territory of the other High Contracting Party; the establishment of a consular establishment shall, in each case, be subject to the consent of the receiving state.

2. The location in which a consular establishment will be established, its classification, and the area of the consular district, as well as any subsequent change thereof, shall be fixed by agreement between the sending state and the receiving state.

Article 3

Heads of Consular Establishments

1. Before the head of a consular establishment is appointed,

the sending state shall, through diplomatic channels, obtain the consent of the receiving state for that person.

2. The sending state shall, through diplomatic channels, transmit the consular commission of the head of the consular establishment to the receiving state.

3. The consular commission shall include the full name of the head of the consular establishment, his class, the consular district, and the location and classification of the consular establishment concerned.

4. The head of a consular establishment shall enter upon the exercise of his consular functions only after receipt of an exequatur or other authorization of the receiving state.

5. The receiving state may grant the head of the consular establishment provisional recognition to exercise his consular functions pending the receipt of his exequatur or other authorization.

Article 4

Acting Chiefs

1. In the event the head of a consular establishment is unable to exercise his functions or if the position is vacant, the consular establishment may be placed under the temporary charge of a consular officer of the consular establishment concerned, of another consular establishment of the sending state located in the territory of the receiving state, or of a member of the diplomatic staff of the diplomatic mission of the sending state to the receiving state. The receiving state shall be notified in advance of the full name of the person appointed as acting head.

2. While the acting head is in charge of the consular establishment, the provisions of the present Convention shall apply

to him on the same basis as to the head of the consular establishment concerned.

Article 5

Consular Officers and Consular Employees

1. The sending state may staff its consular establishments with the number of consular officers and consular employees it considers necessary. The receiving state, however, may request that the number of such officers and employees be kept within limits considered by it to be reasonable and normal, having regard to existing circumstances and conditions in the consular district and to the needs of the particular consular establishment.

2. The sending state shall communicate in advance to the receiving state the full name and class of each consular officer other than the head of the consular establishment, as well as the full names and the duties of the consular employees.

3. Consular officers must be nationals of the sending state and must not have been admitted for permanent residence in the receiving state. However, nationals of the sending state, who, in accordance with the law of the receiving state, are also nationals of the latter, may be appointed as consular officers only with the consent of the receiving state.

4. Consular officers and consular employees who are nationals of the sending state may not carry on any other profession or undertake any activity for personal profit on the territory of the receiving state.

5. The receiving state shall, upon request, issue for each consular officer a document attesting to his consular capacity.

Article 6

Procedures for Terminating the Activities of Consular Officers and Consular Employees

1. The receiving state may at any time, and without having to explain its decision, notify the sending state through diplomatic channels that a consular officer is persona non grata or that a consular employee is unacceptable. In such case, the sending state shall recall the consular officer or terminate the activities of the consular employee.

2. If the sending state refuses to fulfill this obligation within a reasonable period of time, the receiving state may, in the case of the head of the consular establishment, withdraw his exequatur or other authorization, or, in the case of another consular officer or of a consular employee, pursuant to notification to the sending state through diplomatic channels of the decision taken, cease to recognize that person in such a capacity.

Article 7

The Exercise of Consular Functions

1. Consular functions are exercised for the protection of the rights and interests of the sending state and of its nationals in relations with the receiving state, for the development of commercial, economic, cultural and scientific relations, and for furthering any other type of friendly relations between the two states.

2. Consular functions shall be exercised by consular officers of the sending state; they may also be exercised by members of the diplomatic staff of the diplomatic mission of the sending state in the receiving state. The full names of the members of the diplomatic staff who will perform consular functions shall be notified in

advance to the receiving state. Except as otherwise provided in this Convention, members of the diplomatic staff of the sending state who have been notified to the receiving state as performing consular functions shall continue to enjoy their diplomatic privileges and immunities.

3. Consular functions are exercised within the limits of the consular district. The exercise of consular functions outside the consular district will be done only with the prior consent of the receiving state.

Article 8

Functions Relating to Records, Representation of Nationals, and the Issuance of Visas

Consular officers have the right to:

a) keep a register of nationals of the sending state who are domiciled in or are residents of their consular district;

b) issue and amend passports and other travel documents to nationals of the sending state and visas to persons who wish to travel in the sending state;

c) assure representation for nationals of the sending state before the judicial and other authorities of the receiving state, for the purpose of obtaining provisional measures for the preservation of the rights and interests of such nationals, to the extent that this is consistent with the law of the receiving state;

d) request and receive copies of or extracts from documents of public registry;

e) inquire of local authorities on behalf of a national of the sending state concerning his welfare, property, or other interests.

Article 9

Transmittal and Receipt of Documents

1. Consular officers have the right to serve, in a manner not inconsistent with the law of the receiving state, upon nationals of the sending state who are on the territory of the receiving state, official documents which are from authorities of the sending state.

2. Consular officers shall have the right to receive on a voluntary basis from nationals of the sending state declarations intended for judicial or administrative procedure in the sending state in accordance with international agreements in force or, in the absence of such international agreements, in any other manner compatible with the law of the receiving state.

Article 10

Notarial Functions

1. Consular officers shall be entitled, upon request, to act as notary and in capacities of a similar kind, and to perform certain functions of an administrative nature, provided that there is nothing contrary thereto in the law of the receiving state.

2. The acts and documents resulting from the exercise of the functions described in paragraph 1 of this Article shall have in the receiving state the same force and effect as though they were done, authenticated, or certified by the competent authorities of the receiving state, provided that there is nothing contrary thereto in the law of the receiving state.

Article 11

Functions Relating to Vital Statistics

Consular officers are entitled to keep a register of births and deaths of nationals of the sending state and to issue certificates relating thereto. However, the provisions of this

Article do not exempt any person from the obligations he may have under the law of the receiving state to notify the authorities of that state concerning births and deaths.

Article 12

Functions Relating to Estates

1. Consular officers may perform in estates matters the following functions:

a) safeguarding the interests of nationals, both individuals and bodies corporate, of the sending state in cases of succession mortis causa in the territory of the receiving State, in accordance with the law of the receiving State;

b) subject to the practices and procedures obtaining in the receiving State, representing or arranging appropriate representation for nationals of the sending State before the tribunals and other authorities of the receiving State, for the purpose of obtaining, in accordance with the law of the receiving State, provisional measures for the preservation of the rights and interests of these nationals, where, because of absence or any other reason, such nationals are unable at the proper time to assume the defense of their rights and interests.

2. The competent authorities of the receiving State, if they have knowledge, shall without delay inform the consular establishment of the sending State, regarding:

a) the existence of an estate left by a national of the sending State who died in the receiving State;

b) the existence of an estate to which a national of the sending State who is not permanently resident in or represented in the receiving State has or claims an interest as legal inheritor, executor, or testamentary beneficiary, or with any other title.

3. In case a national of the sending state dies while located temporarily in or in transit through the territory of the receiving state, his personal effects, other than those acquired in the receiving state the export of which is prohibited at the time of his death, as well as sums of money left by him, shall be turned over to the consular establishment of the sending state with provisional title and without any formality.

Article 13

Functions Relating to Maritime and River Navigation

1. Consular officers are entitled to extend aid and assistance to vessels of the sending state which enter a port within their consular district.

2. Consular officers are entitled to communicate with the crews of vessels of the sending state, visit the vessels, verify and confirm the vessel's papers and the documents relating to the cargo and, in general, see that the shipping law of the sending state is complied with. To the extent it does not violate the law of the receiving state, consular officers may likewise take the necessary measures to ensure order and discipline on such vessels.

3. In case of damage, stranding or shipwreck in the national or territorial waters of the receiving state of a vessel of the sending state, the competent authorities of the receiving state shall promptly notify the consular establishment and inform it of measures taken for the rescue and protection of the vessel, its crew, passengers, cargo and stores. To the extent authorized by the law of the receiving state, these authorities shall facilitate the cooperation of consular officers of the sending state in these measures and the attendance of consular officers at any proceedings which are convened as a result of the damage, stranding, or

shipwreck. Consular officers may request the authorities of the receiving state to take additional measures for the rescue and protection of the vessel, its crew, passengers, cargo and stores.

4. If the owner of the vessel or any other person authorized to act for him is not in a position to make the necessary arrangements in connection with the damaged, stranded or shipwrecked vessel, or its cargo or stores, the consular officers may make the necessary arrangements on the owner's behalf. The consular officers may under similar circumstances make appropriate arrangements in connection with the cargo or stores owned by the sending state or by nationals of the sending state which are found or brought into port from any stranded or shipwrecked vessel. No customs duties of any kind shall be levied against a shipwrecked vessel of the sending state or for its cargo or stores, provided that these are removed from the receiving state.

5. In case the competent authorities of the receiving state intend to take measures of attachment, forced sale, or detention against vessels of the sending state, they shall inform the consular establishment in advance so that a consular officer may be present when such measures are taken. If, because of the urgency of the matter, it has not been possible to inform the consular establishment, and the consular officer was not present when the measures were taken, the authorities of the receiving state shall promptly inform the consular establishment of measures taken. The consular establishment shall also be informed of the interrogation of any members of a vessel's crew by the authorities of the receiving state.

6. The provisions of paragraph 5 of this Article do not apply to customs, passport, or sanitary inspections.

Article 14

Functions Relating to Civil Aviation

The provisions of Article 13 shall also apply, to the extent that they are capable of such application, to civil aircraft and civil aviation, provided that this is not contrary to the provisions of any agreements in force between the High Contracting Parties.

Article 15

Other Consular Functions

Consular officers may exercise any other consular function, of the nature of those provided for in Articles 8-14 of the present Convention or of any other nature, entrusted to the consular establishment by the sending state, which are not prohibited by the law of the receiving state or to which no objection is taken by the receiving state or which are provided for in international agreements in force between the sending state and the receiving state.

Article 16

Use of the Coat of Arms and Flag of the Sending State and of the Inscription Designating the Consular Post

1. The coat of arms of the sending state, with the inscription designating the consular establishment, may be affixed at the consular premises.

2. The flag of the sending state may be flown at the consular premises, at the residence of the head of the consular establishment, as well as on his means of transportation used in the performance of his official activity.

Article 17

Assistance in Procuring Premises and Residences

1. The receiving state shall either facilitate the acquisition on its territory, in accordance with its law, by the sending state, of the premises necessary for the consular establishment, or shall assist the sending state in obtaining accommodation in some other way.

2. The receiving state shall also, where necessary, assist the consular establishment in obtaining suitable residences for its consular officers and consular employees.

Article 18

Inviolability of Consular Premises and of the Residence of the Head of the Consular Establishment

1. The consular premises and the residence of the head of the consular establishment shall be inviolable. The authorities of the receiving state may not enter the consular premises or the residence of the head of the consular establishment, except with the consent of the head of the consular establishment, or the chief of the diplomatic mission of the sending state, or of another person empowered by them.

2. The receiving state has a special obligation to take all appropriate measures to protect the consular premises against willful damage or intrusion, as well as against disturbance of the peace of the premises or impairment of its dignity.

3. The consular premises, their furnishings, the property of the consular establishment and its means of transport shall be immune from any form of requisition for purposes of national defense or public utility. If expropriation is necessary for such purposes, all possible steps shall be taken to avoid impeding the performance of consular functions, and prompt,

adequate and effective compensation shall be paid to the sending state.

Article 19

Fiscal Exemptions Relating to Premises and Residences

1. Lands and buildings situated in the territory of the receiving state which are owned by the sending state or are leased by it for the requirements of a consular establishment, or as residences for the consular officers or consular employees, shall be exempt from all taxes and charges in the receiving state, with the exception of charges for special services rendered.

2. The exemptions referred to in paragraph 1 of this Article shall not apply if, under the law of the receiving state, such taxes and charges are payable by the person who contracted with the sending state or with the person acting on its behalf.

Article 20

Inviolability of Consular Archives

Consular archives and documents are inviolable at all times and wherever they may be.

Article 21

Freedom of Communication

1. The receiving state shall permit and protect freedom of communication for official purposes between the consular establishment and the sending state, as well as with the diplomatic missions and other consular establishments of that state wherever situated.

2. In the course of its consular communications, the consular establishment has the right to use diplomatic or

consular couriers, the diplomatic or consular pouch, all public means of communication, and messages in clear language or in code or cipher.

3. The official correspondence of the consular establishment, regardless of the means of communication used, and the consular pouch are inviolable. The consular pouch shall not be opened or detained. Nevertheless, if the competent authorities of the receiving state have serious reason to believe that the pouch contains something other than official correspondence, documents and the items described in paragraph 4 of this Article, they may request that the pouch be opened in their presence by an authorized representative of the sending state. If this request is refused by the authorities of the sending state, the pouch shall be returned to its place of origin.

4. The consular pouch or its packages, if it is composed of several packages, must be sealed, must have visible external marks of their official character, and must contain only official correspondence or documents and objects destined for the exclusive use of the consular establishment.

5. The consular courier may not be a national of the receiving state or an alien admitted for permanent residence in that state. He must possess an official document which indicates his capacity and the number of packages of which the consular pouch is composed. In the exercise of his functions, the consular courier is protected by the receiving state. He enjoys personal inviolability.

Article 22

Protection of Nationals of the Sending State

1. In all instances when a national of the sending state is placed under any form of deprivation or limitation of personal

freedom, the competent authorities of the receiving state shall inform the consular establishment of the sending state without delay and, in any event, not later than after two days.

2. The consular officer has the right to receive correspondence or other communications from a national who is under any form of deprivation or limitation of personal freedom and to take appropriate measures to assure him legal assistance and representation. Likewise, the consular officer has the right to visit him, to hold discussions, and to communicate with him. These visits shall take place as soon as possible, but in any event they shall not be refused after the lapse of a four-day period from the date when he was placed under any form of deprivation or limitation of personal freedom.

3. The competent authorities of the receiving state shall, without delay, inform the national of the sending state about the right accorded him by this Article to communicate with a consular officer.

4. The rights referred to in paragraph 2 of this Article shall be exercised in conformity with the law of the receiving state, subject to the proviso, however, that the said law must enable full effect to be given to the purposes for which the rights accorded under this Article are intended.

Article 23

Communication with the Authorities of the Receiving State

In the exercise of the functions provided for in the present Convention, consular officers may communicate with:

a) the competent state or local authorities of their consular district;

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b) the federal authorities of the receiving state, to the extent this is permissible under the law and custom of the receiving state.

Article 24

Freedom of Movement

Subject to its law regarding zones in which access is prohibited or regulated for reasons of national security, the receiving state shall assure members of the consular establishment freedom of travel and movement in its territory.

Article 25

Consular Charges and Fees

1. The consular establishment may levy, in the territory of the receiving state, charges and fees prescribed for consular services by the law of the sending state.

2. The sums collected in accordance with paragraph 1 of this Article are exempt from any taxes and dues in the receiving state.

Article 26

Facilities Accorded Consular Officers and Consular Employees

The receiving state shall take the necessary measures to ensure that consular officers and consular employees will be able to carry out their functions and duties, respectively, and enjoy the immunities and privileges accorded by the present Convention and by the law of the receiving state.

Article 27

Protection Accorded Consular Officers

The receiving state shall treat consular officers with the respect due their office and shall take all appropriate steps to prevent any injury to their person, freedom or dignity.

Article 28

Jurisdictional Immunity and Personal Inviolability of the Head of the Consular Establishment and of Members of his Family

1. The head of the consular establishment shall not be subject to the criminal, civil or administrative jurisdiction of the receiving state, except in respect of a civil action:

a) arising out of a contract concluded by the head of the consular establishment in which he did not contract expressly or impliedly on behalf of the sending state;

b) brought by a third party for damage resulting from an accident in the receiving state, caused by a vehicle, vessel or aircraft.

2. The person of the head of the consular establishment shall be inviolable. No measure of execution may be taken against him, except where the provisions of sub-paragraph a or b of paragraph 1 of this Article apply and then only when the execution can be carried out without prejudice to the inviolability of his person or residence.

3. The members of the family of the head of the consular establishment shall be accorded personal inviolability and immunity from criminal jurisdiction in the receiving state, provided that they are not nationals of or permanently resident in the receiving state, and are not engaged in private occupation for gain in that state.

Article 29

Jurisdictional Immunity and Personal Inviolability of the Members of the Consular Establishment

1. Consular officers and consular employees shall enjoy immunity from the criminal, civil and administrative jurisdiction of the receiving state in respect of acts performed by them within the scope of their official duties.

2. The provisions of paragraph 1 of this Article shall not, however, apply in respect of a civil action:

a) arising out of a contract concluded by a consular officer or a consular employee in which he did not contract expressly or impliedly as an agent of the sending state;

b) by a third party for damage arising from an accident in the receiving state caused by a vehicle, vessel or aircraft.

3. With respect to activities carried on apart from the functions of their office, consular officers shall not be subject to:

a) measures of preventive restraint or detention, unless they commit a crime in the territory of the receiving state for which the law of that state provides a maximum penalty of five years or more deprivation of freedom and then only on the basis of a warrant issued by the competent judicial authorities of that state;

b) any other measures of deprivation of freedom, except in the execution of a final judicial judgment.

4. When criminal proceedings are instituted against a consular officer, he must appear before the competent authorities of the receiving state. In such case, the proceedings shall be instituted in the shortest period of time possible and shall be conducted with the respect due him by reason of his official position and, except in the case specified in paragraph 3 of this Article, in a manner

which will hamper as little as possible the exercise of consular functions.

5. In case any measures of deprivation of freedom are taken against a consular officer or a member of his family or against a consular employee, the competent authorities of the receiving state shall, without delay, inform the head of the consular establishment of the sending state of this.

Article 30

Giving of Evidence and Expert Opinions

1. Consular officers, other than the head of the consular establishment, and consular employees may be called upon by the competent authorities of the receiving state to give evidence in the course of judicial or administrative proceedings. If a consular officer refuses to appear or to give evidence, no coercive measure or other penalty shall be applied to him. Consular employees may not refuse to testify as witnesses except in the cases mentioned in paragraph 3 of this Article.

2. The authority requiring the evidence shall avoid interference with the consular officer in the performance of his functions. It may take such evidence at the consular establishment or at the residence of the consular officer or accept a statement from him in writing, whenever this is possible and permitted. In the case of a consular employee, the authority requiring the evidence shall take all appropriate measures to avoid interfering with his activities.

3. Consular officers and consular employees are not obliged to give evidence concerning matters connected with the exercise of their functions and are not obliged to produce official documents and material from the consular archives. They are also

entitled to refuse to give evidence as expert witnesses with regard to the law of the sending state.

4. Consular officers called upon to give evidence may make a declaration without taking an oath.

Article 31

Exemption from Personal Services and Other Obligations

Consular officers and consular employees, and members of their families who are not nationals of the receiving state and who are not aliens lawfully admitted for permanent residence in the receiving state, shall be exempt in the receiving state from obligations and services of a military nature, from any kind of compulsory services, and from any contributions that may be due in lieu thereof. They shall likewise be exempt from obligations relating to the registration of aliens, from obtaining permission to reside, and from compliance with other similar obligations applicable to aliens.

Article 32

Exemption from Customs Duties and Inspection

1. The receiving state shall permit the importation or exportation into or from its territory of articles intended for:

a) the official use of the consular establishment;

b) the personal use of consular officers and consular employees, and members of their families who are not nationals of the receiving state and who are not aliens lawfully admitted for permanent residence in the receiving state, including goods intended for furnishing their residences. Consumer goods shall not exceed the quantities reasonably necessary for the personal use of those concerned.

2. The receiving state shall exempt the consular establishment and consular officers and consular employees of the sending

state from the payment of all customs duties or similar taxes and charges imposed on the articles referred to in paragraph 1 of this Article, or imposed upon the importation or exportation of such articles. The exemption provided by this paragraph does not apply to charges levied for storage, cartage, and other similar services.

3. The personal baggage of consular officers shall be exempted from customs inspection. Such baggage may be inspected only if there are serious reasons to believe that it might contain articles other than those indicated in paragraph 1 of this Article or articles the importation or exportation of which is prohibited by the law of the receiving state. Such an inspection must be carried out in the presence of the consular officer concerned, or of a member of his family, or of another consular officer from the nearest consular establishment of the sending state.

Article 33

Fiscal Exemptions

1. Consular officers and consular employees, and members of their families who are not nationals of the receiving state and who are not aliens lawfully admitted for permanent residence in the receiving state, shall be exempt from all dues and taxes, personal or real, national, regional or municipal.

2. The exemptions provided for in paragraph 1 of this Article shall not apply in case of indirect taxes of a kind normally incorporated in the price of goods or services, or in case of estate, inheritance, or gift taxes. Similarly, the exemptions provided for in paragraph 1 of this Article shall not apply in the case of taxes and similar charges relating to:

a) the acquisition or ownership of private immovable property located in the territory of the receiving state;

b) income received from sources in the receiving state;

c) the rendering of specific services.

3. In the event of the death of a consular officer or consular employee, the receiving state shall:

a) permit the export of the movable property of the deceased and exempt such property from all export taxes and similar charges, with the exception of any such property acquired in the receiving state the export of which is prohibited;

b) exempt the movable property of the deceased from all estate or inheritance taxes and similar charges if this property is located in the receiving state exclusively in connection with the presence in that state of the deceased as a consular officer or consular employee.

Article 34

The Beginning and End of Immunities and Privileges

1. Consular officers and consular employees shall benefit from the immunities and privileges provided by the present Convention from the moment they cross the border of the receiving state to take up their posts or from the moment they enter on their duties if they are already in its territory.

2. Family members of the persons mentioned in paragraph 1 of this Article shall benefit from the immunities and privileges of this Convention in the following manner:

a) from the moment the consular officers and consular employees begin to benefit from the immunities and privileges in conformity with paragraph 1 of this Article;

b) from the moment of crossing the border of the receiving state, if they entered in its territory after the date foreseen by sub-paragraph a of this paragraph;

c) from the moment they become family members of a member of the consular establishment.

3. When the activities of a consular officer or consular employee have come to an end, his immunities and privileges and also the immunities and privileges of his family shall cease at the moment he leaves the territory of the receiving state or upon the expiration of a reasonable period of time after the termination of his employment.

4. The immunities and privileges of consular employees who are nationals of the receiving state or nationals of the sending state who are permanently resident in the receiving state shall come to an end at the same time they lose their official capacities.

5. The immunities and privileges of family members shall also come to an end from the moment they no longer form part of the family of a consular officer or consular employee. However, if such persons make known that they intend to leave the territory of the receiving state within a reasonable period of time, their immunities and privileges shall remain in force until such time.

6. In the event of the death of a consular officer or consular employee, the members of his family shall continue to enjoy the immunities and privileges which are recognized by this Convention until they leave the territory of the receiving state or until the expiration of a reasonable period of time for this purpose.

Article 35

Respect for the Law of the Receiving State

Without prejudice to the immunities and privileges of the present Convention the persons enjoying these immunities and privileges must respect the law of the receiving state.

Article 36

Third-Party Liability Insurance

All vehicles owned by the sending state and used by the consular establishments, and all vehicles belonging to consular officers, consular employees, or members of their families, must be adequately insured against third party risks. In the case of such persons who are nationals of the receiving state or persons admitted to permanent residence in the receiving state, insurance shall be obtained to the extent that insurance is required by the law of that state.

Article 37

Provisions Applicable to Juridical Entities

The provisions of this Convention relating to nationals of the sending state shall apply, in like manner, to juridical entities which have the nationality of that state conferred according to its law.

Article 38

Waiver of Immunities and Privileges

1. The sending state may, by a notification through diplomatic channels to the receiving state, waive the immunities and privileges enjoyed by a consular officer or consular employee pursuant to Articles 28, 29 and 30 of the present Convention.

2. Waiver of jurisdictional immunity in a civil or administrative proceeding shall not be regarded as implying a waiver of immunity with respect to the execution of the judgment, for which a separate renunciation is required.

Article 39

Termination of 1881 Convention

The present Convention replaces the Consular Convention signed

at Bucharest on June 5/17, 1881. [1]

Article 40

Ratification, Entry into Force, Denunciation

1. The present Convention shall be subject to ratification and the instruments of ratification shall be exchanged at Washington as soon as possible.

2. The present Convention shall enter into force on the thirtieth day following the date of the exchange of the instruments of ratification. It shall remain in force for a term of ten years, and thereafter, unless terminated in accordance with the provisions of paragraph 3 of this Article.

3. Either High Contracting Party may terminate the present Convention at the end of the initial period of ten years or any time thereafter, by notifying the other High Contracting Party in writing, one year in advance.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Convention and affixed thereto their seals.

Done at Bucharest on July 5, 1972, in two original copies in the English and Romanian languages, both texts being equally authentic.

For the United States of America	For the Socialist Republic of Romania
[2]	[3]

[1] TS 297; 23 Stat. 711.
[2] William P. Rogers
[3] C. Mănescu

PROTOCOL

To the Consular Convention Between the United States of America and the Socialist Republic of Romania

At the time of the signing this day, July 5, 1972, of the Consular Convention between the United States of America and the Socialist Republic of Romania, the undersigned Plenipotentiaries, duly authorized, give the following assurances of their Governments in connection with the performance of consular functions in inheritance matters provided for in Article 12 of the Convention, and in connection with the exercise of inheritance rights by nationals of either High Contracting Party in the territory of the other High Contracting Party:

The Government of the United States of America assures the Government of the Socialist Republic of Romania that:

1. there is no Federal law or other legislation barring or restricting the rights of Romanian nationals to receive inheritances in the United States of America and have the sums derived therefrom transferred to them;

2. the courts or other authorities competent in inheritance matters are aware that the Socialist Republic of Romania is not included among the countries enumerated in 31 Code of Federal Regulations 211 to which United States Government checks are not sent, under authority of the Secretary of the Treasury. United States Government checks and warrants issued for any purpose whatsoever are being sent to payees in the Socialist Republic of Romania;

3. it will, should there be occasion for it, inform the courts or other authorities competent in inheritance matters of

the assurances given by the Government of the Socialist Republic of Romania through this Protocol.

The Government of the Socialist Republic of Romania assures the Government of the United States of America that:

1. United States nationals may exercise their inheritance rights in the Socialist Republic of Romania on the same conditions as Romanian nationals and may transfer, in dollars or other foreign currency, the sums obtained from such inheritances, at the official rate of exchange with the most favorable premium established in this matter in accordance with Romanian law;

2. Romanian nationals will receive, in full, in dollars or other foreign currency, the sums resulting from estates probated and settled in the territory of the United States of America and transferred to the Socialist Republic of Romania. Insofar as they are not permitted to retain the sums in foreign currency, such sums shall be converted into lei at the official rate of exchange with the most favorable premium established in this matter in accordance with Romanian law;

3. for sums representing inheritance shares received in the United States of America by Romanian heirs, no fees or taxes shall be charged, with the exception of consular fees.

The present Protocol forms an integral part of the Consular Convention between the United States of America and the Socialist Republic of Romania, signed at Bucharest on July 5, 1972.

For the United States of America	For the Socialist Republic of Romania
[illegible]	C. [illegible]

CONVENTIE CONSULARA

între

Statele Unite ale Americii şi Republica Socialistă România

Statele Unite ale Americii şi Republica Socialistă România, dorind să reglementeze relaţiile consulare dintre ele şi să contribuie, astfel, la dezvoltarea raporturilor lor de prietenie pe baza respectării principiilor suveranităţii şi independenţei naţionale, neamestecului în treburile interne, egalităţii în drepturi şi avantajului reciproc, au hotărît să încheie o convenţie consulară şi au desemnat ca împuterniciţi în acest scop:

Preşedintele Statelor Unite ale Americii pe:

Domnul William P. ROGERS, Secretarul de Stat,

Preşedintele Consiliului de Stat al Republicii Socialiste România pe:

Domnul Corneliu MANESCU, Ministrul Afacerilor Externe,

care, după schimbul deplinelor lor puteri, găsite în bună şi cuvenită formă, au convenit asupra următoarelor:

Articolul 1
Definiţii

In înţelesul prezentei Convenţii, termenii enunţaţi mai jos vor avea următorul înţeles:

a) "oficiu consular" înseamnă orice consulat general, consulat, viceconsulat sau agenţie consulară;

b) "circumscripţie consulară" înseamnă teritoriul stabilit pentru exercitarea de către oficiul consular a funcţiilor sale consulare;

c) "şeful oficiului consular" înseamnă consulul general, consulul, viceconsulul sau agentul consular, care conduce oficiul consular;

d) "funcţionar consular" înseamnă orice persoană autorizată să exercite funcţii consulare, inclusiv şeful oficiului consular;

e) "angajat consular" înseamnă orice persoană angajată în funcţii administrative, tehnice ori de serviciu la oficiul consular;

f) "localuri consulare" înseamnă clădirile sau părţile de clădiri şi terenurile aferente, care sînt folosite exclusiv pentru scopurile oficiului consular;

g) "membri de familie" înseamnă soţia (soţul), copiii minori şi alte rude ale unui funcţionar consular sau angajat consular care locuiesc împreună cu acesta;

h) "navă" înseamnă orice vas care poartă pavilionul statului trimiţător, afară de cele de război;

i) "lege" înseamnă legile, decretele, regulamentele, ordonanţele şi alte dispoziţii similare avînd putere de lege.

Articolul 2
Infiinţarea oficiilor consulare

1. Fiecare Înaltă Parte Contractantă poate să înfiinţeze, potrivit prezentei Convenţii, oficii consulare pe teritoriul celeilalte Înalte Părţi Contractante; înfiinţarea unui oficiu consular se va face numai cu consimţămîntul statului de reşedinţă dat pentru fiecare caz în parte.

2. Sediul şi rangul oficiului consular, întinderea circumscripţiei consulare, precum şi orice schimbare ulterioară a acestora, vor fi stabilite prin înţelegere între statul trimiţător şi statul de reşedinţă.

Articolul 3
Şefi ai oficiilor consulare

1. Înaintea numirii şefului oficiului consular, statul trimiţător va trebui să obţină, pe cale diplomatică,

consimţămîntul statului de reşedinţă pentru acea persoană.

2. Statul trimiţător va transmite statului de reşedinţă, pe cale diplomatică, patenta consulară a şefului oficiului consular.

3. Patenta consulară va cuprinde numele, prenumele şi clasa şefului oficiului consular, rangul, circumscripţia şi sediul oficiului consular.

4. Seful oficiului consular va începe exercitarea funcţiilor consulare numai după primirea unui exequatur sau a altei autorizaţii din partea statului de reşedinţă.

5. Statul de reşedinţă poate acorda şefului oficiului consular o autorizaţie provizorie pentru exercitarea funcţiilor consulare pînă la primirea exequaturului sau a altei autorizaţii.

Articolul 4
Geranţi interimari

1. In cazul în care şeful oficiului consular este în imposibilitate de a-şi exercita funcţiile sau dacă postul este vacant, conducerea temporară a oficiului consular poate fi încredinţată unui funcţionar consular din cadrul aceluiaşi oficiu consular, din cadrul altui oficiu consular al statului trimiţător situat pe teritoriul statului de reşedinţă sau unui membru al personalului diplomatic din cadrul misiunii diplomatice a statului trimiţător în statul de reşedinţă. Numele şi prenumele persoanei desemnate în calitate de gerant interimar vor fi notificate, în prealabil, statului de reşedinţă.

2. Pe timpul cît gerantul interimar este în funcţie la oficiul consular, prevederile prezentei Convenţii îi sînt aplicabile în aceleaşi condiţii ca şi şefului oficiului consular.

Articolul 5
Funcţionari consulari şi angajaţi consulari

1. Statul trimiţător poate încadra oficiile sale consulare cu numărul de funcţionari consulari şi angajaţi consulari pe care îl consideră necesar; statul de reşedinţă poate cere, totuşi, ca numărul funcţionarilor consulari şi angajaţilor consulari să fie menţinut în limitele pe care el le consideră rezonabile şi normale, ţinînd seama de împrejurä-

rile şi condiţiile existente în circumscripţia consulară şi de necesităţile fiecărui oficiu consular.

2. Statul trimiţător va comunica, în prealabil, statului de reşedinţă numele, prenumele şi clasa funcţionarilor consulari, alţii decît şeful oficiului consular, precum şi numele şi prenumele angajaţilor consulari şi serviciul pe care aceştia urmează să-l presteze.

3. Funcţionarii consulari trebuie să fie cetăţeni ai statului trimiţător şi să nu fi fost admişi cu domiciliul permanent în statul de reşedinţă. Totuşi, cetăţenii statului trimiţător care, potrivit legii statului de reşedinţă, sînt şi cetăţeni ai acestuia din urmă, pot fi numiţi funcţionari consulari numai cu consimţămîntul statului de reşedinţă.

4. Funcţionarii consulari şi angajaţii consulari, cetăţeni ai statului trimiţător, nu pot exercita o altă profesie sau activitate cu caracter lucrativ pe teritoriul statului de reşedinţă.

5. Statul de reşedinţă va elibera, la cerere, fiecărui funcţionar consular un document prin care se atestă calitatea pe care acesta o are.

Articolul 6

Moduri de încetare a activităţii funcţionarilor consulari şi a angajaţilor consulari

1. Statul de reşedinţă poate, oricînd şi fără a fi obligat să motiveze hotărîrea sa, să înştiinţeze statul trimiţător, pe cale diplomatică, că un funcţionar consular este persona non grata sau că un angajat consular este inacceptabil.

Intr-un astfel de caz, statul trimiţător va rechema pe funcţionarul consular sau va pune capăt activităţii angajatului consular.

2. Dacă statul trimiţător refuză să îndeplinească această obligaţie într-un termen rezonabil, statul de reşedinţă poate, în cazul şefului oficiului consular, să-i retragă exequaturul sau altă autorizaţie ori, în cazul unui alt funcţionar consular sau angajat consular, să nu mai recunoască persoana respectivă într-o astfel de calitate notificînd statului trimiţător, pe cale diplomatică, despre hotărîrea luată.

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Articolul 7
Exercitarea funcţiilor consulare

1. Exercitarea funcţiilor consulare are drept scop protecţia drepturilor şi intereselor statului trimiţător şi ale cetăţenilor lui în relaţiile cu statul de reşedinţă, dezvoltarea relaţiilor comerciale, economice, culturale şi ştiinţifice precum şi promovarea, în orice alt mod, a relaţiilor de prietenie între cele două state.

2. Funcţiile consulare sînt exercitate de funcţionarii consulari ai statului trimiţător; ele pot fi exercitate, de asemenea, de către membrii personalului diplomatic din cadrul misiunii diplomatice a statului trimiţător în statul de reşedinţă. Numele şi prenumele membrilor personalului diplomatic care vor exercita funcţii consulare vor fi notificate, în prealabil, statului de reşedinţă. In afară de cazul cînd prin prezenta Convenţie se prevede altfel, membrii personalului diplomatic al statului trimiţător, care au fost notificaţi statului de reşedinţă că exercită funcţii consulare, se vor bucura, în continuare, de imunităţile şi privilegiile lor diplomatice.

3. Funcţiile consulare se exercită în limitele circumscripţiei consulare. Exercitarea funcţiilor consulare în afara circumscripţiei consulare se va face numai cu consimţămîntul prealabil al statului de reşedinţă.

Articolul 8
Funcţii privitoare la evidenţa, reprezentarea cetăţenilor şi la acordarea de vize

Funcţionarii consulari au dreptul:

a) să înregistreze pe cetăţenii statului trimiţător care au domiciliul sau reşedinţa în circumscripţia lor consulară;

b) să elibereze cetăţenilor statului trimiţător paşapoarte şi alte documente de călătorie, să facă în acestea menţiuni prevăzute de lege şi să acorde vize persoanelor care doresc să călătorească în statul trimiţător;

c) să asigure reprezentarea cetăţenilor statului trimiţător în faţa autorităţilor judiciare şi altor autorităţi ale statului de reşedinţă, în scopul obţinerii de măsuri provizorii pentru conservarea drepturilor şi intereselor unor

astfel de cetăţeni, în măsura în care aceasta este în concordanţă cu legea statului de reşedinţă;

d) să solicite şi să primească copii sau extrase de pe documente din registrele publice;

e) să se intereseze la autorităţile locale, în numele unui cetăţean al statului trimiţător, în legătură cu situaţia materială, sănătatea, proprietatea sau alte interese ale acestuia.

Articolul 9

Transmiterea şi primirea de documente

1. Funcţionarii consulari au dreptul să transmită cetăţenilor statului trimiţător care se află pe teritoriul statului de reşedinţă, într-un mod care să nu contravină legii statului de reşedinţă, acte oficiale care provin de la autorităţile statului trimiţător.

2. Funcţionarii consulari au dreptul să primească de la cetăţenii statului trimiţător declaraţii, date de aceştia în mod voluntar şi destinate unei proceduri judiciare sau administrative în statul trimiţător, în conformitate cu acordurile internaţionale în vigoare sau, în lipsa unor asemenea acorduri, în orice mod compatibil cu legea statului de reşedinţă.

Articolul 10

Funcţii notariale

1. Funcţionarii consulari vor avea dreptul să acţioneze, la cerere, în calitate de notari şi să exercite funcţii similare precum şi unele funcţii de ordin administrativ, în măsura în care legea statului de reşedinţă nu se opune.

2. Actele şi documentele îndeplinite în exercitarea funcţiilor prevăzute la paragraful 1 al prezentului articol vor avea, în statul de reşedinţă, aceeaşi valoare juridică şi forţă probantă ca şi actele şi documentele întocmite, autentificate, legalizate sau certificate de către autorităţile competente ale acestui stat, cu condiţia ca ele să nu contravină legii statului de reşedinţă.

Articolul 11

Funcţii referitoare la starea civilă

Funcţionarii consulari au dreptul să înregistreze

naşterea şi decesul cetăţenilor statului trimiţător şi să elibereze certificate corespunzătoare. Totuşi, prevederile prezentului articol nu scutesc nici o persoană de obligaţia care îi revine potrivit legii statului de reşedinţă de a declara, autorităţilor acestui stat, naşterea sau decesul.

Articolul 12
Funcţii în materie de succesiuni

1. Funcţionarii consulari pot îndeplini, în materie succesorală, următoarele funcţii:

a) să apere interesele cetăţenilor statului trimiţător, persoane fizice sau juridice, în succesiunile de pe teritoriul statului de reşedinţă, în conformitate cu legea statului de reşedinţă;

b) sub rezerva practicilor şi procedurilor în vigoare în statul de reşedinţă, să reprezinte pe cetăţenii statului trimiţător sau să ia măsuri în scopul asigurării reprezentării lor adecvate în faţa tribunalelor sau a altor autorităţi ale statului de reşedinţă, pentru a cere, în conformitate cu legea statului de reşedinţă, adoptarea de măsuri provizorii, în vederea apărării drepturilor şi intereselor acestor cetăţeni atunci cînd, datorită absenţei sau din orice altă cauză, ei nu îşi pot apăra, în timpul util, drepturile şi interesele.

2. Autorităţile competente ale statului de reşedinţă vor informa, fără întîrziere, dacă au cunoştinţă, oficiul consular al statului trimiţător despre:

a) existenţa unei succesiuni rămase de la un cetăţean al statului trimiţător, decedat în statul de reşedinţă;

b) existenţa unei succesiuni la care un cetăţean al statului trimiţător, care nu este domiciliat sau reprezentat în statul de reşedinţă, are sau pretinde un interes ca moştenitor legal, executor sau beneficiar testamentar ori cu orice alt titlu.

3. In cazul în care un cetăţean al statului trimiţător decedează în timp ce se află temporar sau în tranzit pe teritoriul statului de reşedinţă, lucrurile personale, altele decît cele dobîndite în statul de reşedinţă şi care fac obiectul unei prohibiţii la export în momentul decesului, precum şi sumele de bani rămase de la acesta, vor fi predate oficiului consular al statului trimiţător cu titlu provizoriu şi fără nici o formalitate.

Articolul 13
Funcţii privitoare la navigaţia maritimă
şi fluvială

1. Funcţionarii consulari au dreptul să acorde ajutor şi asistenţă navelor statului trimiţător care intră într-un port din circumscripţia lor consulară.

2. Funcţionarii consulari au dreptul să comunice cu echipajul navelor statului trimiţător, să viziteze navele, să verifice şi să confirme documentele de bord, precum şi documentele cu privire la încărcătură şi, în general, să asigure aplicarea legii de navigaţie a statului trimiţător. In măsura în care nu se încalcă legea statului de reşedinţă, funcţionarii consulari pot, de asemenea, să ia măsurile necesare pentru asigurarea ordinei şi disciplinei pe astfel de nave.

3. In caz de avarie, eşuare sau naufragiu în apele naţionale sau teritoriale ale statului de reşedinţă a unui vas al statului trimiţător, autorităţile competente ale statului de reşedinţă vor înştiinţa, neîntîrziat, oficiul consular şi îl vor informa despre măsurile întreprinse pentru salvarea şi ocrotirea navei, echipajului, pasagerilor, încărcăturii şi proviziilor. In măsura în care legislaţia statului de reşedinţă permite, aceste autorităţi vor facilita cooperarea funcţionarilor consulari ai statului trimiţător la aceste măsuri şi prezenţa lor la cercetările ce se vor întreprinde ca urmare a avariei, eşuării sau naufragiului.

Funcţionarii consulari pot să ceară autorităţilor statului de reşedinţă să ia şi alte măsuri pentru salvarea şi protecţia navei, echipajului, pasagerilor, încărcăturii şi proviziilor.

4. Dacă proprietarul navei sau orice altă persoană îndreptăţită să acţioneze în numele său nu poate face demersurile necesare în legătură cu nava eşuată, avariată sau naufragiată, încărcătura sau proviziile acesteia, funcţionarii consulari pot face demersurile necesare în numele proprietarului. Funcţionarii consulari pot, în împrejurări similare, să facă demersuri corespunzătoare în legătură cu încărcătura ori proviziile care sînt proprietatea statului trimiţător sau ale cetăţenilor statului trimiţător, găsite sau aduse în port de pe orice navă care a eşuat sau a naufragiat. Nici un fel de taxe vamale nu vor fi impuse unei nave naufragiate a statului trimiţător sau pentru în-

cărcătura ori proviziile sale, cu condiţia ca acestea să nu rămînă pe teritoriul statului de reşedinţă.

5. In cazul cînd autorităţile competente ale statului de reşedinţă intenţionează să ia măsuri de asigurare ori executare sau de constrîngere pe navele statului trimiţător vor înştiinţa, în prealabil, oficiul consular pentru ca un funcţionar consular să poată asista la efectuarea unor astfel de măsuri. Dacă în cazurile urgente, înştiinţarea oficiului consular nu a fost posibilă iar funcţionarul consular nu a fost prezent la luarea măsurilor, autorităţile statului de reşedinţă vor informa, neîntîrziat, oficiul consular despre măsurile luate. Oficiul consular va fi înştiinţat şi în cazul în care membri ai echipajului navei urmează să fie interogaţi de către autorităţile statului de reşedinţă.

6. Prevederile paragrafului 5 al prezentului articol nu se referă la controlul vamal, de paşapoarte şi sanitar.

Articolul 14
Funcţii referitoare la navigaţia civilă aeriană

Prevederile articolului 13 se vor aplica, de asemenea, în măsura în care acestea sînt aplicabile, şi aeronavelor civile şi navigaţiei civile aeriene, cu condiţia să nu fie contrare dispoziţiilor altor înţelegeri în vigoare între Inaltele Părţi Contractante.

Articolul 15
Alte funcţii consulare

Funcţionarii consulari pot exercita orice alte funcţii consulare, de natura celor prevăzute de articolele 8-14 inclusiv ale prezentei Convenţii sau de altă natură, încredinţate oficiului consular de către statul trimiţător care nu sînt interzise de legea statului de reşedinţă sau la care statul de reşedinţă nu se opune sau care sînt prevăzute în acordurile internaţionale în vigoare între statul trimiţător şi statul de reşedinţă.

Articolul 16
Folosirea stemei şi a drapelului
statului trimiţător precum şi a inscripţiei
cu denumirea oficiului consular

1. Scutul cu stema statului trimiţător şi inscripţia cu denumirea oficiului consular pot fi aşezate pe localurile consulare.

2. Drapelul statului trimiţător poate fi arborat pe localurile consulare, la reşedinţa şefului oficiului consular şi pe mijloacele de transport folosite de acesta în îndeplinirea activităţii sale oficiale.

Articolul 17
Inlesniri pentru procurarea localurilor şi
locuinţelor

1. Statul de reşedinţă va înlesni dobîndirea, pe teritoriul său şi în conformitate cu legea sa, de către statul trimiţător, a localurilor necesare oficiului consular sau va ajuta statul trimiţător să obţină aceste localuri într-un alt mod.

2. Statul de reşedinţă va ajuta, de asemenea, dacă va fi necesar, oficiul consular să obţină locuinţe corespunzătoare pentru funcţionarii consulari şi angajaţii consulari.

Articolul 18
Inviolabilitatea localurilor consulare
şi a locuinţei şefului oficiului consular

1. Localurile consulare precum şi locuinţa şefului oficiului consular sînt inviolabile. Autorităţile statului de reşedinţă nu pot pătrunde în localurile consulare sau în locuinţa şefului oficiului consular decît cu consimţămîntul şefului oficiului consular, al şefului misiunii diplomatice a statului trimiţător sau al altei persoane împuternicite de aceştia.

2. Statul de reşedinţă are obligaţia specială de a lua toate măsurile corespunzătoare pentru a proteja localurile consulare împotriva deteriorărilor intenţionate, pătrunderii cu forţa precum şi împotriva tulburării liniştei sau atingerii prestigiului oficiului consular.

3. Localurile consulare, mobilierul lor şi bunurile

oficiului consular, inclusiv mijloacele de transport, nu pot face obiectul vreunei forme de rechiziţie în scop de apărare naţională sau utilitate publică. In cazul cînd o expropriere ar fi necesară în aceste scopuri, orice dispoziţii corespunzătoare vor fi luate pentru a evita împiedicarea exercitării funcţiilor consulare şi o indemnizaţie promptă, adecvată şi efectivă va fi vărsată statului trimiţător.

Articolul 19
Scutiri fiscale privind localurile şi locuinţele

1. Terenurile şi clădirile situate în statul de reşedinţă, care sînt proprietatea statului trimiţător sau sînt închiriate de el pentru cerinţele oficiului consular sau ca locuinţe pentru funcţionarii consulari sau angajaţii consulari, vor fi scutite de impozite şi taxe în statul de reşedinţă, cu excepţia taxelor pentru servicii speciale prestate.

2. Scutirile la care se referă paragraful 1 al prezentului articol nu se vor aplica dacă, potrivit legii statului de reşedinţă, aceste impozite şi taxe cad în sarcina persoanei care a contractat cu statul trimiţător sau cu persoana care acţionează în numele acestuia.

Articolul 20
Inviolabilitatea arhivei consulare

Arhivele şi documentele consulare sînt inviolabile în orice moment şi oriunde s-ar afla ele.

Articolul 21
Libertatea de comunicare

1. Statul de reşedinţă va permite şi proteja libertatea de comunicare pentru scopuri oficiale a oficiului consular cu statul trimiţător precum şi cu misiunile diplomatice şi cu alte oficii consulare ale aceuiaşi stat, indiferent unde sînt situate acestea.

2. Pentru comunicările sale, oficiul consular are dreptul să folosească curieri diplomatici sau consulari şi valiza diplomatică sau consulară precum şi toate mijloacele publice

de comunicare şi mesaje în clar, codificate sau cifrate.

3. Corespondenţa oficială a oficiului consular, indiferent de mijloacele de comunicare folosite, şi valiza consulară sînt inviolabile. Valiza consulară nu poate fi deschisă sau reţinută. Totuşi, dacă autorităţile competente ale statului de reşedinţă au motive serioase să creadă că valiza conţine altceva decît corespondenţa şi documentele oficiale precum şi obiectele menţionate la paragraful 4 al prezentului articol, ele pot cere ca valiza să fie deschisă în prezenţa lor de către un reprezentant autorizat al statului trimiţător. Dacă această cerere este refuzată de către autorităţile statului trimiţător, valiza va fi retrimisă la locul de origine.

4. Valiza consulară sau coletele ei, dacă este alcătuită din mai multe colete, trebuie să fie sigilată, să aibă semne exterioare vizibile ale caracterului oficial şi nu poate conţine decît corespondenţă şi documente oficiale precum şi obiecte destinate exclusiv folosinţei oficiului consular.

5. Curierul consular trebuie să nu fie cetăţean al statului de reşedinţă şi să nu aibă domiciliul pe teritoriul acestui stat. El trebuie să posede un document oficial care să indice calitatea sa şi numărul coletelor care compun valiza consulară. In exercitarea funcţiilor sale, curierul consular este protejat de statul de reşedinţă. El se bucură de inviolabilitate personală.

Articolul 22

Protecţia cetăţenilor statului trimiţător

1. In toate cazurile cînd un cetăţean al statului trimiţător este supus oricărei forme de privare sau limitare a libertăţii personale, autorităţile competente ale statului de reşedinţă vor informa despre aceasta oficiul consular al statului trimiţător, fără întîrziere şi în orice caz nu mai tîrziu de două zile.

2. Funcţionarul consular are dreptul să primească corespondenţă sau alte comunicări din partea unui cetăţean al statului trimiţător supus oricărei forme de privare sau limitare a libertăţii personale şi să ia măsurile corespunzătoare pentru a-i asigura asistenţa legală şi reprezentarea. De asemenea, funcţionarul consular are dreptul să-l viziteze, să discute şi să comunice cu el. Aceste vizite vor avea loc cît mai curînd

posibil şi în orice caz nu vor fi refuzate după împlinirea termenului de patru zile de la data cînd acesta a fost supus oricăror forme de privare sau limitare a libertăţii personale.

3. Autorităţile competente ale statului de reşedinţă vor încunoştinţa, fără întîrziere, pe cetăţeanul statului trimiţător despre dreptul pe care îl are, potrivit prezentului articol, de a comunica cu funcţionarul consular.

4. Drepturile la care se referă paragraful 2 al prezentului articol vor fi exercitate în conformitate cu legea statului de reşedinţă cu condiţia, totuşi, că această lege trebuie să permită realizarea scopurilor avute în vedere prin acordarea drepturilor prevăzute de acest articol.

Articolul 23
Comunicarea cu autorităţile statului de reşedinţă

In exercitarea funcţiilor prevăzute în prezenta Convenţie, funcţionarii consulari pot comunica cu:

a) autorităţile locale competente din circumscripţia lor consulară;

b) autorităţile centrale ale statului de reşedinţă, în măsura în care acest lucru este îngăduit de legea şi uzanţele statului de reşedinţă.

Articolul 24
Libertatea de deplasare

Sub rezerva legii referitoare la zonele în care accesul este interzis sau reglementat din motive de securitate naţională, statul de reşedinţă asigură membrilor oficiului consular libertatea de deplasare şi de circulaţie pe teritoriul său.

Articolul 25
Drepturi şi taxe consulare

1. Oficiul consular poate încasa, pe teritoriul statului de reşedinţă, drepturile şi taxele pe care legea statului trimiţător le prevede pentru serviciile consulare.

2. Sumele încasate potrivit paragrafului 1 al prezentului articol sînt scutite de orice impozite şi taxe în statul de reşedinţă.

Articolul 26
Inlesniri privind pe funcţionarii consulari
şi angajaţii consulari

Statul de reşedinţă va lua măsurile necesare pentru a asigura funcţionarilor consulari şi angajaţilor consulari posibilitatea de a-şi îndeplini funcţiile şi obligaţiile de serviciu precum şi de a se bucura de imunităţile şi privilegiile acordate de prezenta Convenţie şi de legea statului de reşedinţă.

Articolul 27
Protecţia acordată funcţionarilor consulari

Statul de reşedinţă va trata pe funcţionarii consulari cu respectul datorat calităţii lor şi va lua toate măsurile potrivite pentru a împiedica orice atingere adusă persoanei, libertăţii sau demnităţii lor.

Articolul 28
Imunitatea de jurisdicţie şi inviolabilitatea
personală a şefului oficiului consular şi a
membrilor familiei sale

1. Seful oficiului consular nu este supus jurisdicţiei penale, civile sau administrative a statului de reşedinţă, afară de cazul unei acţiuni civile:

a) care rezultă din încheierea unui contract pe care şeful oficiului consular nu l-a făcut, în mod expres sau implicit, în numele statului trimiţător;

b) intentată de un terţ pentru daune rezultate dintr-un accident în statul de reşedinţă, cauzat de un vehicul, navă sau aeronavă.

2. Persoana şefului oficiului consular este inviolabilă. Nici o măsură de executare nu poate fi luată împotriva sa, cu excepţia cazurilor cînd se aplică prevederile alineatelor a sau b ale paragrafului 1 al prezentului articol şi numai dacă executarea poate avea loc fără a aduce atingere inviolabilităţii persoanei sau reşedinţei sale.

3. Membrii de familie ai şefului oficiului consular se bucură de imunitate de jurisdicţie penală şi inviolabilitate

personală în statul de reşedinţă, cu condiţia să nu fie cetăţeni ai statului de reşedinţă, să nu aibă domiciliul şi să nu exercite activităţi cu caracter lucrativ în statul de reşedinţă.

Articolul 29
Imunitatea de jurisdicţie şi inviolabilitatea personală a membrilor oficiului consular

1. Funcţionarii consulari şi angajaţii consulari se bucură de imunitate de jurisdicţie penală, civilă şi administrativă în statul de reşedinţă, pentru actele îndeplinite în exercitarea atribuţiilor lor oficiale.

2. Totuşi, prevederile paragrafului 1 al prezentului articol nu se aplică în caz de acţiune civilă:

a) care rezultă din încheierea unui contract de către un funcţionar consular sau angajat consular, în care el nu apare, în mod expres sau implicit, în numele statului trimiţător;

b) intentată de un terţ pentru daune rezultate dintr-un accident în statul de reşedinţă cauzat de un vehicul, o navă sau o aeronavă.

3. Pentru actele îndeplinite în afara exercitării funcţiilor lor oficiale, funcţionarii consulari nu vor putea fi supuşi:

a) unor măsuri de reţinere sau deţinere preventivă, decît în cazul săvîrşirii unei infracţiuni pe teritoriul statului de reşedinţă, pentru care pedeapsa maximă prevăzută de legea acestui stat este de cinci ani sau mai mare şi numai în baza unei hotărîri a autorităţilor judiciare competente ale statului de reşedinţă;

b) oricăror altor măsuri privative de libertate, decît în cazul executării unei hotărîri judecătoreşti definitive.

4. Atunci cînd împotriva unui funcţionar consular este angajată o procedură penală, acesta este obligat să se prezinte în faţa autorităţilor competente ale statului de reşedinţă. In astfel de cazuri, procedura trebuie să fie deschisă în cel mai scurt timp posibil şi va fi condusă cu respectul cuvenit acestuia în virtutea calităţii sale oficiale şi, cu excepţia cazului prevăzut la paragraful 3 al prezentului articol, astfel încît să stînjenească cît mai puţin posibil exercitarea funcţiilor consulare.

5. In cazul luării unor măsuri privative de libertate împotriva unui funcţionar consular, a unui membru al familiei sale sau a unui angajat consular, autorităţile competente ale statului de reşedinţă vor informa despre aceasta, fără întîrziere, pe şeful oficiului consular al statului trimiţător.

Articolul 30
Depunerea de mărturie şi efectuarea de expertize

1. Funcţionarii consulari, alţii decît şeful oficiului consular, precum şi angajaţii consulari pot fi chemaţi de autorităţile competente ale statului de reşedinţă să depună mărturie în cursul unei proceduri judiciare sau administrative. Dacă un funcţionar consular refuză să se prezinte sau să depună mărturie, nici o măsură coercitivă sau altă sancţiune nu-i va fi aplicată. Angajaţii consulari nu pot refuza să depună ca martori decît în cazurile prevăzute la paragraful 3 al prezentului articol.

2. Autoritatea care cere mărturia va evita să stînjenească pe funcţionarul consular în îndeplinirea funcţiilor sale. Ea poate să primească mărturia la oficiul consular sau la reşedinţa funcţionarului consular sau să accepte o declaraţie scrisă din partea acestuia, în toate cazurile cînd acest lucru este posibil şi permis. In cazul unui angajat consular, autoritatea care cere mărturia va lua toate măsurile corespunzătoare pentru a evita stînjenirea activităţii acestuia.

3. Funcţionarii consulari şi angajaţii consulari nu sînt obligaţi să depună mărturie asupra faptelor legate de exercitarea funcţiilor lor şi nu sînt ţinuţi să producă documente oficiale şi obiecte din arhivele consulare. Ei au, de asemenea, dreptul de a refuza să depună mărturie în calitate de experţi asupra dreptului naţional al statului trimiţător.

4. Funcţionarii consulari chemaţi să depună ca martori pot face o declaraţie, fără a presta jurămînt.

Articolul 31
Scutirea de prestaţii personale şi de alte obligaţii

Funcţionarii consulari, angajaţii consulari şi membrii de familie ai acestora, care nu sînt cetăţeni ai statului de reşedinţă şi care nu domiciliază în acest stat, sînt scutiţi

în statul de reşedinţă de obligaţii şi servicii cu caracter militar, de prestaţii obligatorii, precum şi de orice contribuţie ce s-ar datora în locul acestora. Ei sînt, de asemenea, scutiţi de obligaţiile privind înregistrarea străinilor, obţinerea autorizaţiei de şedere şi de alte obligaţii similare aplicabile străinilor.

Articolul 32
Scutiri de taxe vamale şi de control vamal

1. Statul de reşedinţă va permite importul sau exportul în şi de pe teritoriul său a obiectelor destinate:

a) folosinţei oficiale a oficiului consular;

b) folosinţei personale a funcţionarilor consulari, angajaţilor consulari şi membrilor de familie ai acestora care nu sînt cetăţeni ai statului de reşedinţă şi care nu domiciliază în acest stat, inclusiv bunurile destinate instalării lor. Bunurile de consum nu vor depăşi cantităţile rezonabile necesare pentru folosirea directă de către cei interesaţi.

2. Statul de reşedinţă va scuti oficiul consular, funcţionarii consulari şi angajaţii consulari ai statului trimiţător de la plata tuturor taxelor vamale sau impozitelor şi taxelor similare impuse asupra obiectelor la care se referă paragraful 1 al prezentului articol sau impuse asupra importului sau exportului unor astfel de obiecte. Scutirea prevăzută în prezentul paragraf nu se aplică taxelor impuse pentru înmagazinare, transport şi alte servicii similare.

3. Bagajele personale ale funcţionarilor consulari sînt scutite de control vamal. Astfel de bagaje pot fi supuse controlului numai dacă există indicii serioase că ar conţine alte obiecte decît cele menţionate la paragraful 1 al prezentului articol sau obiecte al căror import sau export este interzis de legea statului de reşedinţă. Un astfel de control trebuie să fie efectuat în prezenţa funcţionarului consular respectiv sau al unui membru al familiei sale, ori a unui alt funcţionar consular din cadrul celui mai apropiat oficiu consular al statului trimiţător.

Articolul 33
Scutiri fiscale

1. Funcţionarii consulari, angajaţii consulari şi membrii

de familie ai acestora, care nu sînt cetăţeni ai statului de reşedinţă şi care nu au domiciliul în acest stat, sînt scutiţi de orice impozite şi taxe personale sau reale naţionale, regionale şi comunale.

2. Scutirile prevăzute la paragraful 1 al prezentului articol nu se aplică în cazul impozitelor indirecte încorporate în mod normal în preţul mărfurilor sau serviciilor, precum şi în cazul impozitelor şi taxelor pe succesiuni sau donaţii.

De asemenea, scutirile prevăzute la paragraful 1 al prezentului articol nu se aplică în cazul impozitelor şi taxelor referitoare la:

a) dobîndirea sau folosirea, cu titlu de proprietate privată, a bunurilor imobile situate pe teritoriul statului de reşedinţă;

b) veniturile obţinute din surse aflate în statul de reşedinţă;

c) serviciile speciale prestate.

3. In cazul decesului unui funcţionar consular sau angajat consular, statul de reşedinţă este obligat:

a) să permită exportul, cu scutiri de impozite şi taxe vamale, al bunurilor mobile ale defunctului, cu excepţia acelora dobîndite în statul de reşedinţă şi care sînt interzise la export;

b) să scutească bunurile mobile ale defunctului de impozite şi taxe de orice natură pe succesiuni, dacă existenţa acestor bunuri în statul de reşedinţă este consecinţa prezenţei în acest stat a defunctului ca funcţionar consular sau angajat consular.

Articolul 34

Inceputul şi sfîrşitul imunităţilor şi privilegiilor

1. Funcţionarii consulari şi angajaţii consulari beneficiază de imunităţile şi privilegiile prevăzute în prezenta Convenţie din momentul trecerii frontierei statului de reşedinţă pentru a-şi ocupa postul sau din momentul cînd încept să-şi exercite funcţiile, dacă se găsesc deja pe acest teritoriu.

2. Membrii de familie ai persoanelor menţionate la paragraful 1 al prezentului articol beneficiază de imunităţile şi privilegiile prevăzute de prezenta Convenţie astfel:

a) din momentul în care funcţionarii consulari şi angajaţii consulari încep să se bucure de imunităţi şi privilegii în conformitate cu paragraful 1 al prezentului articol;

b) din momentul trecerii frontierei statului de reşedinţă, dacă au intrat pe acest teritoriul ulterior datei prevăzute la litera a;

c) din momentul cînd au devenit membri de familie ai unui membru al oficiului consular.

3. Atunci cînd activitatea unui funcţionar consular sau angajat consular ia sfîrşit, imunităţile şi privilegiile sale şi imunităţile şi privilegiile membrilor familiei sale încetează în momentul părăsirii teritoriului statului de reşedinţă sau la expirarea unui termen rezonabil după încetarea numirii sale.

4. Imunităţile şi privilegiile angajaţilor consulari care sînt cetăţeni ai statului de reşedinţă sau cetăţeni ai statului trimiţător care au domiciliul în statul de reşedinţă încetează o dată cu pierderea calităţii lor oficiale.

5. Imunităţile şi privilegiile membrilor de familie încetează, de asemenea, din momentul cînd aceştia nu mai fac parte din familia funcţionarului consular sau angajatului consular. Totuşi, dacă aceste persoane declară că intenţionează să părăsească teritoriul statului de reşedinţă într-un termen rezonabil, imunităţile şi privilegiile lor subzistă pînă la acea dată.

6. In cazul decesului unui funcţionar consular sau angajat consular, membrii familiei sale continuă să se bucure de imunităţile şi privilegiile care le sînt recunoscute prin prezenta Convenţie, pînă la părăsirea teritoriului statului de reşedinţă sau la expirarea unui termen rezonabil pentru acest scop.

Articolul 35
Respectarea legii statului de reşedinţă

Fără a aduce atingere imunităţilor şi privilegiilor prevăzute în prezenta Convenţie, persoanele care beneficiază de aceste imunităţi şi privilegii au obligaţia de a respecta legea statului de reşedinţă.

Articolul 36
Asigurarea de răspundere civilă

Toate vehiculele proprietatea statului trimiţător, folosite de oficiile consulare şi toate vehiculele aparţinînd

funcţionarilor consulari, angajaţilor consulari sau membrilor lor de familie, trebuie să fie asigurate în mod corespunzător împotriva daunelor cauzate terţilor. In cazul cînd astfel de persoane sînt cetăţeni ai statului de reşedinţă sau cu domiciliul permanent în acest stat, asigurarea este obligatorie în măsura în care este cerută de legea statului de reşedinţă.

Articolul 37
Dispoziţii aplicabile persoanelor juridice

Dispoziţiile prezentei Convenţii referitoare la cetăţenii statului trimiţător se vor aplica în mod corespunzător şi persoanelor juridice care au naţionalitatea acestui stat, atribuită conform legii sale.

Articolul 38
Renunţarea la imunităţi şi privilegii

1. Statul trimiţător poate renunţa, printr-o notificare adresată pe cale diplomatică statului de reşedinţă, la imunităţile şi privilegiile de care se bucură un funcţionar consular sau un angajat consular potrivit articolelor 28, 29 şi 30 din prezenta Convenţie.

2. Renunţarea la imunitatea de jurisdicţie pentru o acţiune civilă sau administrativă nu poate fi socotită că implică renunţarea la imunitatea de executare a hotărîrii, pentru care este necesară o renunţare distinctă.

Articolul 39
Ieşirea din vigoare a Convenţiei din 1881

Prezenta Convenţie înlocuieşte Convenţia consulară semnată la Bucureşti, la 5/17 iunie 1881.

Articolul 40
Ratificarea, intrarea în vigoare, denunţarea

1. Prezenta Convenţie va fi supusă ratificării iar instrumentele de ratificare vor fi schimbate la Washington cît mai curînd posibil.

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2. Prezenta Convenţie va intra în vigoare în a treizecea zi de la data schimbului instrumentelor de ratificare. Ea va rămîne în vigoare timp de zece ani, cît şi ulterior acestei date, dacă nu va fi denunţată în condiţiile prevăzute la paragraful 3 al prezentului articol.

3. Oricare dintre Inaltele Părţi Contractante poate denunţa prezenta Convenţie la sfîrşitul perioadei iniţiale de zece ani sau la orice dată ulterioară acesteia, notificînd denunţarea, în scris, cu un an înainte, celeilalte Inalte Părţi Contractante.

Drept care, plenipotenţiarii respectivi au semnat prezenta Convenţie, punînd sigiliile lor.

Făcută la Bucureşti, la 5 iulie una mie nouă sute şaptezeci şi doi, în două exemplare originale, fiecare în limba engleză şi în limba română, ambele texte avînd aceeaşi valoare.

PENTRU
STATELE UNITE ALE AMERICII

PENTRU
REPUBLICA SOCIALISTA ROMANIA

PROTOCOL

la Convenţia consulară între Statele Unite ale Americii şi Republica Socialistă România

Cu ocazia semnării, astăzi, 5 iulie 1972, a Convenţiei consulare dintre Statele Unite ale Americii şi Republica Socialistă România, Plenipotenţiarii semnaţi mai jos, împuterniciţi în acest scop, dau următoarele asigurări ale Guvernelor lor în legătură cu exercitarea funcţiilor consulare în materie succesorală prevăzute de articolul 12 al Convenţiei şi cu exercitarea drepturilor succesorale de către cetăţenii fiecărei Inalte Părţi Contractante pe teritoriul celeilalte Inalte Părţi Contractante:

Guvernul Statelor Unite ale Americii asigură Guvernul Republicii Socialiste România că:

1. Nu există lege federală sau alte prevederi legislative care să împiedice sau să restrîngă drepturile cetăţenilor români de a primi succesiuni din Statele Unite ale Americii şi de a dobîndi sumele rezultate din acestea, care le sînt transferate.

2. Curţile sau alte autorităţi competente în probleme de succesiuni au cunoştinţă că Republica Socialistă România nu este inclusă printre ţările enumerate în Codul 31 al Regulilor federale nr.211 potrivit cărora cecurile Guvernului Statelor Unite ale Americii nu sînt trimise în aceste ţări din dispoziţia ministrului finanţelor. Cecurile şi ordinele de plată ale Guvernului Statelor Unite ale Americii, indiferent de scopurile pentru care sînt emise, urmează să fie trimise beneficiarilor în Republica Socialistă România.

3. Va informa, cînd va fi necesar, curţile sau alte autorităţi competente în probleme de succesiuni, despre asigurările date de Guvernul Republicii Socialiste România prin acest Protocol.

Guvernul Republicii Socialiste România asigură Guvernul Statelor Unite ale Americii că:

1. Cetăţenii Statelor Unite ale Americii pot să-şi exercite drepturile succesorale în Republica Socialistă România în aceleaşi condiţii ca şi cetăţenii români şi îşi pot transfera, în dolari sau altă valută străină, sumele obţinute din astfel de succesiuni, la cursul oficial cu prima cea mai favorabilă, stabilită în materie în conformitate cu legea română.

2. Cetăţenii români vor primi integral, în dolari sau în altă valută străină, sumele rezultate din succesiuni dezbătute şi soluţionate pe teritoriul Statelor Unite ale Americii şi transferate în Republica Socialistă România. In măsura în care acestora nu li se permite să deţină sume în valută străină, astfel de sume vor fi schimbate în lei, la cursul oficial cu prima cea mai favorabilă, stabilită în materie în conformitate cu legea română.

3. Pentru sumele reprezentînd drepturi succesorale primite din Statele Unite ale Americii de către moştenitorii români, nu se vor percepe nici un fel de taxe sau impozite, cu excepţia taxelor consulare.

Prezentul Protocol face parte integrantă din Convenţia consulară între Statele Unite ale Americii şi Republica Socialistă România, semnată la Bucureşti, la 5 iulie una mie nouă sute şaptezeci şi doi.

PENTRU
STATELE UNITE ALE AMERICII

PENTRU
REPUBLICA SOCIALISTA ROMANIA

EL SALVADOR

Trade in Cotton Textiles

Agreement amending the agreement of April 19, 1972.
Effected by exchange of notes
Signed at Washington April 10 and May 16, 1973;
Entered into force May 16, 1973.

The Secretary of State to the Salvadoran Ambassador

APRIL 10, 1973

EXCELLENCY:

I have the honor to refer to the Agreement between El Salvador and the United States of America concerning trade in cotton textiles effected by exchange of notes in San Salvador on April 19, 1972,[1] and to Your Excellency's note of March 20, 1973,[2] requesting an increase in the levels to which El Salvador's exports of cotton textiles to the United States are to be limited under the Agreement.

I further have the honor to propose, in an attempt to meet to the fullest extent possible the requirements of the Government of El Salvador as stated in the aforementioned note, the following revisions to the Agreement, as provided for in Paragraph 17 thereof:

A. Paragraph 1 is revised to read: "The term of this agreement shall be from April 1, 1972 through March 31, 1979. During the term of this agreement the Government of El Salvador shall limit annual exports of cotton textiles from El Salvador to the United States to aggregate and specific limits at the levels specified in the following paragraphs."

B. Paragraph 2 is revised to read: "For the second agreement year, constituting the 12-month period beginning April 1, 1973, the aggregate limit shall be 6.2 million square yards equivalent."

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[1] TIAS 7284; 23 UST 140.
[2] Not printed.

C. Paragraph 3 is revised to read: "Within this aggregate limit, the following specific limits shall apply for the second agreement year:

Category	Quantity	Square Yards Equiv.
1–4	369, 565 pounds	1, 700, 000
9	———	1, 500, 000
15	———	1, 000, 000
31	1, 436, 781 units	500, 000

D. Paragraph 7 is revised to read: "In the third and any succeeding agreement year, the level of exports permitted under each limitation in this agreement shall be increased by five percent of the corresponding level for the preceding agreement year, the latter level not to include any adjustments under paragraph 4 or 8."

If this proposal is acceptable to the Government of El Salvador, this note and Your Excellency's note in confirmation thereof shall constitute a revision of the Agreement.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
Colonel JULIO A. RIVERA,
Ambassador of El Salvador.

The Salvadoran Ambassador to the Secretary of State

EMBAJADA DE EL SALVADOR
WASHINGTON

DE-23
A-631

MAY 16, 1973

EXCELLENCY:

In answer to Your Excellency's note of April 10, 1973, regarding the increase in the levels to which El Salvador's cotton textiles can be exported to the United States, under the agreement between our two countries, I have the honor to inform Your Excellency that my Government has accepted the proposal formulated in the note of April 10, 1973.

Accordingly, this note constitute a confirmation of acceptance of the revision of the Agreement with levels and conditions as described in the above mentioned note. It is understood that Your Excellency's note and our confirmation will be published as part of the revision to our Agreement.

Please accept, Excellency, the assurances of my highest consideration.

JULIO A. RIVERA

Julio A. Rivera
Ambassador.

His Excellency
WILLIAM P. ROGERS
Secretary of State
Department of State,
Washington, D.C.

PORTUGAL

Trade in Wool and Man-Made Fiber Textile Products with Macao

Agreement correcting the agreement of December 22, 1972. Effected by exchange of notes Signed at Washington May 14 and 18, 1973; Entered into force May 18, 1973.

The Secretary of State to the Portuguese Ambassador

MAY 14, 1973

EXCELLENCY:

I have the honor to refer to the Agreement between Portugal and the United States of America concerning trade in wool and man-made fiber textiles with Macao effected by exchange of notes at Lisbon on December 22, 1972.[1]

I further have the honor to refer to Annex B of the Agreement and propose an amendment thereto in order to correct an error in the text. The units to square yards conversion factors for Categories 131 and 132 should read 0.11, not .0111 as at present.

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

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
JOAO HALL THEMIDO,
Ambassador of Portugal.

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[1] TIAS 7539; 23 UST 4323.

The Portuguese Ambassador to the Secretary of State

PORTUGUESE EMBASSY
WASHINGTON

MAY 18, 1973

EXCELLENCY:

I have the honor to refer to Your Excellency's note of May 14, 1973, proposing an amendment to correct an error which appeared in categories 131 and 132 of Annex B of the Agreement between Portugal and the United States of America concerning trade in wool and man-made fiber textiles with Macao, effected by exchange of notes at Lisbon on December 22, 1972.

I further have the honor to inform Your Excellency that the Government of Portugal agrees that the units to square yards conversion factors for said categories should read 0.11, not .0111 as at present; and that Your Excellency's note and this note of acceptance will constitute an amendment to the Agreement.

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

JOAO HALL THEMIDO

The Honorable
WILLIAM P. ROGERS
The Secretary of State
Washington, D.C.

BANGLADESH

Economic Assistance for Relief and Rehabilitation

Agreements amending the agreement of May 30, 1972, as amended.
Signed at Dacca April 10, 1973;
Entered into force April 10, 1973.
And signed at Dacca May 29, 1973;
Entered into force May 29, 1973.

AMENDMENT TO GRANT AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE UNITED STATES OF AMERICA FOR RELIEF AND REHABILITATION

Dated: APRIL 10, 1973

Amendment No. 2

Amendment No. 2 dated April 10, 1973, between the Government of the People's Republic of Bangladesh ("Government") and the United States of America, acting through the Agency for International Development ("A.I.D.") to the Grant Agreement, dated May 30, 1972, between the Government and A.I.D. as amended by Amendment No. 1, dated June 26, 1972, [1] ("Grant Agreement").

WHEREAS, the Government has priority relief and rehabilitation needs for which additional funds are required; and

WHEREAS, A.I.D. wishes to provide additional funds to meet these needs;

Now, therefore, the parties hereto agree as follows:

1. SECTION 1.1 of the Grant Agreement is amended by deleting "One Hundred Fifteen Million Dollars ($115,000,000)" and inserting in its place "One Hundred Forty-Five Million Dollars ($145,000,000)."

[1] TIAS 7443; 23 UST 2540, 2553.

2. SECTION 1.2(a) of the Grant Agreement is amended by renumbering item "(v)" as item "(vi)" and inserting "(v) Rural Rehabilitation."

3. SECTION 6.4 of the Grant Agreement is amended by deleting "December 31, 1973," and inserting in its place "June 30, 1974," and by deleting "June 30, 1974" in the last line and inserting in its place "December 31, 1974."

4. To the extent not amended herein, the terms and conditions of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first above written.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

By M. SYEDUZZAMAN 10/4/73

M. Syeduzzaman, *Secretary*
Planning Commission
Government of Bangladesh
Dacca

UNITED STATES OF AMERICA

By DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

AMENDMENT TO GRANT AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE UNITED STATES OF AMERICA FOR RELIEF AND REHABILITATION

Dated: MAY 29, 1973

Amendment No. 3

Amendment No. 3 dated May 29, 1973, between the Government of the People's Republic of Bangladesh ("Government") and the United States of America, acting through the Agency for International Development ("A.I.D."), to the Grant Agreement, dated May 30, 1972, between the Government and A.I.D. as amended by Amendment No. 1, dated June 26, 1972, and Amendment No. 2, dated April 10, 1973 [1] ("Grant Agreement").

WHEREAS, the Government has priority relief and rehabilitation needs for which additional funds are required; and

WHEREAS, A.I.D. wishes to provide additional funds to meet these needs;

Now, therefore, the parties hereto agree as follows:

1. SECTION 1.1 of the Grant Agreement is amended by deleting "One Hundred Forty-Five Million Dollars ($145,000,000)" and inserting in its place "One Hundred Ninety Million Dollars ($190,000,000)".

2. To the extent not amended herein, the terms and conditions of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first above written.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

By: M. SYEDUZZAMAN 29.5.73

M. Syeduzzaman, *Secretary*
Planning Commission
Government of Bangladesh
Dacca

UNITED STATES OF AMERICA

By: DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

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[1] See p. 1374.

JAPAN

Whaling: International Observer Scheme

Agreement signed at Tokyo May 29, 1973;
Entered into force May 29, 1973.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND JAPAN CONCERNING AN INTERNATIONAL OBSERVER SCHEME FOR WHALING OPERATIONS FROM LAND STATIONS IN THE NORTH PACIFIC OCEAN

The Government of the United States of America and the Government of Japan, being Parties to the International Convention for the Regulation of Whaling, signed at Washington on December 2, 1946[1](hereinafter referred to as "the Convention");

Proceeding from their mutual concern for the conservation of whale stocks in the North Pacific Ocean, for the maintenance of the proper productivity of whaling from land stations and for the rational conduct of whaling operations;

Have agreed on the following scheme for International Observers at land stations or groups of land stations in the North Pacific Ocean pursuant to paragraph 1 (c) of the Schedule to the Convention:

Article 1

The purpose of this scheme is to maintain surveillance of whaling from land stations in the North Pacific Ocean whenever whales are being delivered to the land stations or are being processed at such stations.

Article 2

[1] TIAS 1849, 4228, 7471; 62 Stat. 1716; 10 UST 952; 23 UST 2820.

Observers shall be responsible to the International Whaling Commission (hereinafter referred to as "the Commission") and shall be appointed in accordance with the following provisions:

(a) Each Government shall have the right to nominate to the Commission as many observers of its nationality as there are land stations or groups of land stations under the jurisdiction of the other Government.

(b) From the observers so nominated, the Commission shall appoint one or more observers to a land station or group of land stations engaged in whaling in the North Pacific Ocean. Each Government shall decide the grouping of land stations under its jurisdiction after consultation with the other Government and shall notify the Commission of the decision.

(c) The Commission shall inform both Governments of all appointments made under subparagraph (b) of this paragraph.

Article 3

(1) When an observer is at the land station or group of land stations to which he is appointed, he shall have the status of a senior official. Each Government receiving observers shall take appropriate measures to ensure the security and welfare of the observers and interpreters in the performance of their duties, to provide them with medical care and assistance, and to safeguard their freedom and dignity.

(2) An observer shall not be invested with any administrative power in regard to the activities of the land station or group of land stations to which he is appointed, and shall have no authority to interfere in any way with those activities. He shall neither seek nor receive instructions from any authority other than the Commission. He shall be given the necessary facilities for carrying out his duties, including cabling facilities.

(3) An observer shall be enabled to observe freely the operations of the land station or group of land stations to which he is appointed, so that he may verify the observance of the provisions of the Convention in regard to the taking of whales and their rational utilization, provided that not more than one observer shall be at a land station or group of land stations at one time. In particular, the observer shall be given facilities to ascertain the species, size, sex, and number of whales taken.

(4) All reports required to be made, and all records and data required to be kept or supplied in accordance with the Schedule to the Convention, shall be made freely and immediately available to observers for examination, and they shall be given all necessary explanations as regards such reports, records and data.

(5) The manager, or senior officials of any of the land stations, or the national inspectors, shall supply any information that is necessary for the discharge of the observer's

functions.

(6) When there is reasonable ground to believe that any infraction of the provisions of the Convention has taken place, it shall be brought in writing to the immediate notice both of the manager of the land station and of the senior national inspector by an observer, who shall, if he deems it sufficiently serious, at once transmit it to the Secretary to the Commission together with the explanation or comments of the manager of the land station and the senior national inspector.

(7) An observer shall draw up a report covering his observations, including possible infractions of the provisions of the Convention which have taken place, and shall submit it both to the manager of the land station and to the senior national inspector for information and such explanations and comments as they wish to make. Any such explanations and comments shall be attached to the observer's report, which shall be transmitted to the Secretary to the Commission as soon as possible.

Article 4

Any observer who does not know the language of the country whose Government receives him must be accompanied by an interpreter.

Article 5

(1) Each Government which nominates observers who are appointed to the land stations

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or groups of land stations shall pay the salary and other emoluments, travel, cable costs, subsistence and accommodation and other necessary expenses of those observers.

(2) When it is necessary that an observer be accompanied by an interpreter, the salary and other necessary expenses of that interpreter shall be paid by the Government nominating the observer.

Article 6

The present Agreement shall enter into force on the date of signature and remain in force until February 28, 1974.

Article 7

The two Governments shall, before the date of termination of the present Agreement, consult in order to decide on future arrangements.

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

DONE at Tokyo, in duplicate, in the English and Japanese languages, the two texts having equal authenticity, this 29th day of May, 1973.

For the Government of the United States of America:

[1]

[SEAL]

For the Government of Japan:

[2]

[SEAL]

[1] Thomas P. Shoesmith
[2] Hiromichi Miyazaki

千九百七十三年五月二十九日に東京で、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。

アメリカ合衆国政府のために

日本国政府のために

この協定は、署名の日に効力を生じ、千九百七十四年二月二十八日まで効力を有する。

第七条

両政府は、この協定の終了前に、将来の取極について決定するために協議する。

以上の証拠として、下名は、各自の政府から正当な委任を受けて、この協定に署名した。

監視員は、自己を受け入れる政府の国の言語を解さない場合には、通訳を同伴しなければならない。

第五条

(1) 鯨体処理場又は鯨体処理場群に対して任命される監視員を指名する各政府は、監視員の俸給その他の手当、旅費、通信費、食費、宿泊費その他の必要経費を支払う。

(2) 監視員が通訳を同伴する必要がある場合には、通訳の俸給その他の必要経費は、監視員を指名した政府が支払う。

第六条

び首席国内監督官に対し、その違反を直ちに書面によつて通知する。監視員は、その違反が重大なものであると認める場合には、直ちに、鯨体処理場の管理人及び首席国内監督官の説明又は意見を付して、その違反を委員会の書記長に通知する。

(7) 監視員は、監視に関する報告（条約の規定に対する違反の疑いがある行為に関するものを含む。）を作成し、かつ、鯨体処理場の管理人及び首席国内監督官に対し、情報として及びそれらの者の説明及び意見の作成のため当該報告を提出する。これらの説明及び意見を添付した監視員の報告は、できる限りすみやかに委員会の書記長に送付する。

第四条

の監視員が所在してはならない。監視員は、特に、捕獲された鯨の種類、体長、性別及び頭数を確認するための便益を与えられる。

(4) 条約の附表に従つて作成することを要求されるすべての報告並びに保管し又は提供することを要求されるすべての記録及び資料は、監視員が検査のため自由にかつ直ちに入手又は閲覧することができるようにするものとし、監視員は、これらの報告、記録及び資料について必要なすべての説明を受ける。

(5) 鯨体処理場の管理人若しくは上級職員又は国内監督官は、監視員の任務の遂行に必要なすべての情報を提供する。

(6) 監視員は、条約の規定に対する違反が行なわれたと信ずるに足りる相当な理由がある場合には、鯨体処理場の管理人及

者の安全及び福祉を確保し、それらの者に対し医療上の援助を行ない、また、それらの者の自由及び尊厳を保障するため、適当な措置をとる。

(2) 監視員は、任命された鯨体処理場又は鯨体処理場群の活動についていかなる管理権をも付与されないものとし、また、いかなる方法によつてもその活動に干渉する権限を有しない。監視員は、委員会以外のいかなる機関からも指示を求め又は受けてはならない。監視員は、任務の遂行に必要な便益（電信を利用する便益を含む。）を与えられる。

(3) 監視員は、鯨の捕獲及びその合理的な利用に関し条約の遵守を検証することができるように、任命された鯨体処理場又は鯨体処理場群の作業を自由に監視することができる。ただし、一の鯨体処理場又は一の鯨体処理場群に同時に二人以上

北太平洋における捕鯨に従事する鯨体処理場又は鯨体処理場群に対してそれぞれ一人又は二人以上の監視員を任命する。各政府は、他方の政府と協議のうえ自国の管轄下にある鯨体処理場の群の編成を決定し、その決定を委員会に通知する。

(c) 委員会は、(b)の規定に従つて行なつたすべての任命を両政府に通報する。

第三条

(1) 監視員は、任命された鯨体処理場又は鯨体処理場群に所在するときは、上級職員の地位を有する。監視員を受け入れる各政府は、監視員及び通訳の任務の遂行にあたつてそれらの

この制度の目的は、北太平洋における鯨体処理場による捕鯨につき、鯨が鯨体処理場に引き渡されるとき又はその処理場で処理されるときはいつでも当該捕鯨の監視を行なうことである。

第二条

監視員は、国際捕鯨委員会（以下「委員会」という。）に対して責任を負うものとし、また、次の規定に従つて任命される。

(a) 各政府は、委員会に対し、他方の政府の管轄下にある鯨体処理場又は鯨体処理場群の数と同数の監視員で自国の国籍を有するものを指名する権利を有する。

(b) 委員会は、このようにして指名された監視員のうちから、

北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定

千九百四十六年十二月二日にワシントンで署名された国際捕鯨取締条約（以下「条約」という。）の締約政府であるアメリカ合衆国政府及び日本国政府は、

北太平洋における鯨族の保存、鯨体処理場による捕鯨の適当な生産性の維持及び捕鯨の合理的な運営に共通の関心を有するので、

条約の附表1(c)の規定に基づき、北太平洋の鯨体処理場又は鯨体処理場群における国際監視員に関する次の制度を協定した。

第一条

PORTUGAL

Trade in Cotton Textiles with Macao

Agreement amending the agreement of December 22, 1972.
Effected by exchange of notes
Signed at Lisbon May 30, 1973;
Entered into force May 30, 1973.

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

No. 135 LISBON, *May 30, 1973*

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments effected by exchange of notes on December 22, 1972. [1] As a result of conversations between representatives of our Governments, I have the honor to propose that the aforementioned agreement be amended as provided in the following paragraphs:

A. Paragraph 2 is amended to read as follows:

"For the first agreement year, constituting the twelve-month period beginning January 1, 1973, the aggregate limit shall be 3,100,000 square yards equivalent."

B. Paragraph 3 is amended to read as follows:

"Within the aggregate limit, the following specific limits shall apply. For the first agreement year, the levels shall be as follows:

Category	Units	Syds. Equiv.
49 Coats, other, not knit	27, 692 Doz.	900, 000
50/51 Trousers, slacks, and shorts (outer), not knit	53, 330 Doz.	950, 000
62 Wearing apparel, knit, n.e.s.	152, 174 Lbs.	700, 000"

[1] TIAS 7540; 23 UST 4331.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Portugal shall constitute an amendment of the cotton textile agreement effected by exchange of notes on December 22, 1972.

Accept, Excellency, the assurances of my highest consideration.

RICHARD ST. F. POST

Richard St. F. Post

His Excellency
RUI MANUEL D'ESPINEY PATRICIO
Minister of Foreign Affairs
Lisbon

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

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
GABINETE DO MINISTRO

MAY 30, 1973

EXCELLENCY:

I have the honour to acknowledge the receipt of your note of May 30, 1973, relating to your proposed amendments to the cotton textile agreement between our two Governments effected by exchange of notes on December 22, 1972.

I confirm that the Government of Portugal agrees to the proposals set forth in your note and that Your Excellency's note and this reply constitute an amendment of the cotton textile agreement effected by exchange of notes on December 22, 1972.

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

Rui Patrício

Rui Patrício
Minister of Foreign Affairs

His Excellency
RICHARD ST. F. POST
Chargé d'Affaires a.i. of the
United States of America
Lisbon

UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Contacts, Exchanges and Cooperation in Scientific, Technical, Educational, Cultural and Other Fields

General agreement, with annex, signed at Washington June 19, 1973;
And exchange of notes;
Entered into force June 19, 1973.

GENERAL AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON CONTACTS, EXCHANGES AND COOPERATION

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

Consistent with the Basic Principles of Relations Between the United States of America and the Union of Soviet Socialist Republics, signed at Moscow on May 29, 1972; [1]

Desiring to promote better understanding between the peoples of the United States and the Soviet Union and to help improve the general state of relations between the two countries;

Believing that the further expansion of mutually beneficial contacts, exchanges and cooperation will facilitate the achievement of these aims;

Taking into account the positive experience achieved through previous agreements on exchanges in the scientific, technical, educational, cultural and other fields;

Have agreed as follows:

[1] *Department of State Bulletin*, June 26, 1972, p. 898.

ARTICLE I

1. The Parties will encourage and develop contacts, exchanges and cooperation in the fields of science, technology, education and culture, and in other fields of mutual interest on the basis of equality, mutual benefit and reciprocity.

2. Such contacts, exchanges and cooperation shall be subject to the Constitution and applicable laws and regulations of the respective countries. Within this framework, the Parties will make every effort to promote favorable conditions for the fulfillment of these contacts, exchanges and cooperation.

ARTICLE II

1. The Parties take note of the following specialized agreements on cooperation in various fields and reaffirm their commitments to achieve the fulfillment of them:

a. The Agreement on Cooperation in the Field of Environmental Protection Between the United States of America and the Union of Soviet Socialist Republics, signed at Moscow on May 23, 1972; [1]

b. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Medical Science and Public Health, signed at Moscow on May 23, 1972; [2]

c. The Agreement Between the United States of America and the Union of Soviet Socialist Republics Concerning Cooperation in the Exploration and Use of Outer Space for Peaceful Purposes, signed at Moscow on May 24, 1972; [3]

[1] TIAS 7345; 23 UST 845.
[2] TIAS 7344; 23 UST 836.
[3] TIAS 7347; 23 UST 867.

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d. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Fields of Science and Technology, signed at Moscow on May 24, 1972; [1]

e. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Agriculture, signed at Washington on June 19, 1973; [2]

f. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in Studies of the World Ocean, signed at Washington on June 19, 1973; [3] and

g. The Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Field of Transportation, signed at Washington on June 19, 1973. [4]

2. The Parties will support the renewal of specialized agreements, including mutually agreed upon amendments, between:

a. The National Academy of Sciences of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics; and

b. The American Council of Learned Societies and the Academy of Sciences of the Union of Soviet Socialist Republics.

3. The Parties will encourage the conclusion, when it is considered mutually beneficial, of additional agreements in other specific fields within the framework of this Agreement.

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[1] TIAS 7346; 23 UST 856.
[2] TIAS 7650; *post*, p. 1439.
[3] TIAS 7651; *post*, p. 1452.
[4] TIAS 7652; *post*, p. 1463.

ARTICLE III

The Parties will encourage and facilitate, as appropriate, contacts, exchanges and cooperation between organizations of the two countries in the field of science and technology and in other related fields of mutual interest which are not being carried out under specialized agreements concluded between the Parties. These activities may include:

a. the exchange of specialists, delegations, and scientific and technical information; and the organization of lectures, seminars and symposia for such specialists;

b. the participation of scientists and other specialists in scientific congresses, conferences and similar meetings being held in the two countries, and the conducting of specialized exhibits and of joint research work; and

c. other forms of contacts, exchanges and cooperation which may be mutually agreed upon.

ARTICLE IV

1. The Parties will encourage and facilitate the expansion of contacts, exchanges and cooperation in various fields of education. To this end, the Parties will:

a. provide for the exchange of students, researchers and faculty members for study and research; professors and teachers to lecture, offer instruction, and conduct research; as well as specialists and delegations in various fields of education; and

b. facilitate the exchange, by appropriate organizations, of educational and teaching materials, including textbooks, syllabi and curricula, materials on methodology, samples of teaching instruments and visual aids.

2. The Parties will also encourage the study of each other's language through the development of the exchanges and cooperation listed above and through other mutually agreed measures.

ARTICLE V

In order to promote better mutual acquaintance with the cultural achievements of each country, the Parties will encourage the development of contacts and exchanges in the field of the performing arts. To this end, the Parties will facilitate exchanges of theatrical, musical and choreographic ensembles, orchestras, other artistic and entertainment groups, and individual performers.

ARTICLE VI

1. The Parties will encourage the organizations of the film industries of both countries, as appropriate, to consider means of further expanding the purchase and distribution on a commercial basis of films produced in each country.

2. The Parties will also encourage, as appropriate, the exchange and exhibition of documentary films in the fields of science, technology, culture, education and other fields, as well as facilitate the exchange of delegations of creative and technical specialists.

3. The Parties further agree, when requested by organizations and individuals of their respective countries, to consider other proposals directed toward the expansion of exchanges in this field, including the holding of film premieres and film weeks in each country and the joint production of feature films and short and full-length educational and scientific films.

ARTICLE VII

1. The Parties will facilitate contacts and encourage exchanges between organizations of the two countries in the fields of radio and television, including the exchange of radio programs and television films and exchanges of delegations and specialists in these fields.

2. The Parties further agree, when requested by organizations and individuals of their respective countries, to consider other proposals in the fields of radio and television, including joint production of television films and the providing of assistance in the production of radio and television programs.

ARTICLE VIII

The Parties will encourage:

a. the exchange of books, magazines, newspapers and other publications devoted to scientific, technical, cultural, and general educational subjects between libraries, universities and other organizations of each country, as well as the reciprocal distribution of the magazines Amerika and Soviet Life; and

b. exchanges and visits of journalists, editors, publishers, and translators of literary works, as well as their participation in appropriate professional meetings and conferences.

ARTICLE IX

The Parties will encourage and facilitate the exchange of exhibitions on various topics of mutual interest, as well as appropriate participation by one Party in exhibitions which may take place in the other's country. The Parties will also render assistance for the exchange of exhibitions between the museums of the two countries.

ARTICLE X

The Parties will provide for reciprocal exchanges and visits of architects, art historians, artists, composers, musicologists, museum specialists, playwrights, theater directors, writers, specialists in various fields of law and those in other cultural and professional fields, to familiarize themselves with matters of interest to them in their respective fields and to participate in meetings, conferences and symposia.

ARTICLE XI

1. The Parties will render assistance to members of the Congress of the United States of America and deputies of the Supreme Soviet of the Union of Soviet Socialist Republics, as well as to officials of the national governments of both countries, making visits to the Soviet Union and the United States respectively. Arrangements for such assistance will be agreed upon in advance through diplomatic channels.

2. The Parties will encourage exchanges of representatives of municipal, local and state governments of the United States and the Soviet Union to study various functions of government at these levels.

ARTICLE XII

The Parties will encourage joint undertakings and exchanges between appropriate organizations active in civic and 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.

ARTICLE XIII

The Parties will encourage exchanges of athletes and athletic teams as well as visits of specialists in the fields of physical education and sports under arrangements made between the appropriate sports organizations of the two countries.

ARTICLE XIV

The Parties will encourage the expansion of tourist travel between the two countries and the adoption of measures to satisfy the requests of tourists to acquaint themselves with the life, work and culture of the people of each country.

ARTICLE XV

The Parties note that commemorative activities may take place in their countries in connection with the celebration of anniversaries recognized by major international bodies.

ARTICLE XVI

The Parties agree to hold a meeting each year of their representatives for a general review of the implementation of contacts, exchanges and cooperation in various fields and to consider exchanges which are not being carried out under specialized agreements concluded between the Parties.

ARTICLE XVII

1. In implementation of various provisions of this Agreement, the Parties have established a Program of Exchanges for 1974-1976, which is annexed to and constitutes an integral part of this Agreement. The terms of this Program shall be in force from January 1, 1974 to December 31, 1976, and thereafter, unless and until amended by agreement of the Parties, will provide the basic guidelines for the Program of Exchanges in 1977-1979.

2. The Parties agree that their representatives will meet prior to the end of 1976 and will develop the Program of Exchanges for the succeeding three years.

ARTICLE XVIII

The Parties agree that:

a. The programs and itineraries, lengths of stay, dates of arrival, size of delegations, financial and transportation arrangements and other details of exchanges and visits, except as otherwise determined, shall be agreed upon, as a rule, not less than thirty days in advance, through diplomatic channels or between appropriate organizations requested by the Parties to carry out these exchanges;

b. Applications for visas for visitors participating in exchanges and cooperative activities shall be submitted, as a rule, at least fourteen days before the estimated time of departure;

c. Unless otherwise provided for in specialized agreements between the Parties, and except where other specific arrangements have been agreed upon, participants in exchanges and cooperative activities will pay their own expenses, including international travel, internal travel and costs of maintenance in the receiving country.

ARTICLE XIX

1. This Agreement shall enter into force on signature and shall remain in force until December 31, 1979. It may be modified or extended by mutual agreement of the Parties.

2. Nothing in this Agreement shall be construed to prejudice other agreements concluded between the two Parties.

DONE at Washington, this 19th day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS: [2]

[1] William P. Rogers
[2] A. Gromyko

ANNEX

Program of Exchanges for 1974 - 1976

In implementation of various provisions of the General Agreement between the United States of America and the Union of Soviet Socialist Republics on Contacts, Exchanges and Cooperation signed at Washington on June 19, 1973, the Parties have agreed on the following Program of Exchanges for the period January 1, 1974 to December 31, 1976:

SECTION I

Education

1. The Parties agree to provide for the exchange annually from each side of:

a. At least 40 graduate students, young researchers and instructors for study and postgraduate research in the natural sciences, technical sciences, humanities and social sciences, for periods of stay from one semester up to one academic year, including five-week courses before the beginning of the academic year to improve the participant's competence in the Russian or English language;

b. At least 30 language teachers to participate in summer courses of ten weeks to improve their competence in the Russian or English language;

c. At least 10 professors and instructors of universities and other institutions of higher learning to conduct scholarly research for periods of stay between three and six months, the total volume of these exchanges not to exceed 50 man-months for each side; and

d. At least two graduate-level students or young specialists in the fields of dance, music, theater, film and the graphic and plastic arts for the purpose of study, research and training for periods of from four to ten months in specialized schools, institutes, conservatories, theaters, museums, studios, or other institutions.

2. The Parties agree to provide for exchanges of professors and specialists from universities and other institutions of higher learning, in accordance with the desires of the receiving side, for periods of from one semester up to one academic year, to offer instruction and to lecture at universities and other institutions of higher learning in the fields of:

a. The natural sciences, technical sciences, humanities and social sciences; and

b. Language, literature and linguistics.

3. The Parties agree to provide for the exchange of at least two specialists in vocational rehabilitation or education of the handicapped from each side during the period of this Program for a period of from three to six months. The specialists will conduct research on topics to be agreed upon between the appropriate organizations of both countries.

4. The Parties agree to facilitate the conducting of bilateral seminars of United States and Soviet specialists in education: twelve participants from each side for a period of two to four weeks on subjects to be agreed upon subsequently. During the period of this Program, four seminars will be conducted in each country, two in subjects bearing on higher education, and two in subjects bearing on primary and secondary education.

5. The Parties agree to exchange during the period of this Program four delegations from each side composed of three to five specialists for a period of up to three weeks on topics to be agreed upon subsequently; two of these delegations shall be in the field of higher education, and two in primary and/or secondary education.

6. The Parties agree to explore the possibility of an exchange of primary or secondary school teachers between appropriate organizations of the two countries.

7. The United States will take measures to encourage the study of the Russian language in the United States in accordance with the Joint United States-Soviet Communique of May 29, 1972. [1]

8. The Parties agree to explore the possibility of an exchange of information and appropriate consultation concerning equivalency of degrees.

9. The exchanges specified in this Section will be implemented in accordance with the terms of a supplemental agreement to be effected through an exchange of notes.

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[1] *Department of State Bulletin*, June 26, 1972, p. 899.

SECTION II

Performing Arts

1. The Parties agree to facilitate the tours of at least ten major performing arts groups from each side during the period of this Program. The detailed arrangements for tours of these groups will be provided for in contracts to be concluded between the following entities: for tours of American groups, between the Embassy of the United States of America in Moscow or authorized representatives of the groups themselves and the appropriate concert organizations of the Soviet Union; for tours of Soviet groups, between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union. The receiving Party will seek to satisfy the wishes of the sending Party concerning the timing and duration of the tours as well as the number of cities to be visited.

2. The Parties agree to facilitate the tours of at least 35 individual performers from each side during the period of this Program. Arrangements for tours of individual performers will be made directly between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union.

SECTION III

Publications

1. The Parties agree to render practical assistance for the successful distribution of the magazines Amerika in the Soviet Union and Soviet Life in the United States on the basis of

reciprocity and to consult as necessary in order to find ways to increase the distribution of these magazines. Upon reaching full distribution of the 62,000 copies of each magazine as currently provided for, the Parties will examine the possibility of expanding the reciprocal distribution of the magazines to 82,000 copies per month by December 1976. The Parties will distribute free of charge unsold copies of the magazine [1] among visitors to mutually-arranged exhibitions.

2. The Parties agree to encourage the exchange of specialized publications and microfilms between the National Archives of the United States of America and the Main Archival Administration of the Council of Ministers of the Union of Soviet Socialist Republics.

SECTION IV

Exhibitions

1. The Parties agree to exchange exhibitions during the period of this Program, as follows:

a. From the Soviet side, either a major industrial/trade exhibition or one or two circulating exhibitions. The decision of the Soviet side on this matter will be conveyed through diplomatic channels; and

b. From the US side, one or two circulating exhibitions.

The subjects of the exhibitions will be agreed upon through diplomatic channels.

[1] Should read "magazines".

The circulating exhibitions will be shown in nine cities in each country for a period of up to 28 actual showing days in each city. The Parties will discuss in a preliminary fashion the nature and general content of each exhibition and will acquaint each other with the exhibitions before their official opening, in particular through the exchange of catalogues, prospectuses and other information pertinent to the exhibitions. Other conditions for conducting the exhibitions (dates, size and character of premises, number of personnel, financial terms, etc.) shall be subject to agreement by the Parties. Arrangements for conducting the exhibitions will be concluded no later than five months before their opening.

2. The Parties agree to render assistance for the exchange of exhibitions, including art exhibitions, between the museums of the two countries, and to encourage these museums to establish and develop direct contacts with the aim of exchanging informative materials, albums, art monographs and other publications of mutual interest. In the case of art exhibitions, their content and the conditions for conducting them would be the subject of discussion and special agreement in each case between the relevant American museums and the Ministry of Culture of the Union of Soviet Socialist Republics.

3. The Parties will agree through diplomatic channels on the arrangements for other exhibitions and on participation in national exhibitions which may take place in either country.

SECTION V

General

Each of the Parties 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.

ОБЩЕЕ СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о контактах, обменах и сотрудничестве

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

в соответствии с Основами взаимоотношений между Соединенными Штатами Америки и Союзом Советских Социалистических Республик, подписанными в Москве 29 мая 1972 года,

желая укреплять взаимопонимание между народами Соединенных Штатов и Советского Союза и помогать улучшению отношений между обеими странами в целом,

полагая, что дальнейшее развитие взаимовыгодных контактов, обменов и сотрудничества будет способствовать достижению этих целей,

учитывая положительный опыт в осуществлении предыдущих соглашений в области науки, техники, образования, культуры и в других областях,

согласились о нижеследующем:

Статья I

I. Стороны будут поощрять и развивать контакты, обмены и сотрудничество в области науки, техники, образования, культуры и в других областях, представляющих взаимный интерес, на основе равноправия, обоюдной выгоды и взаимности.

2. Такие контакты, обмены и сотрудничество должны осуществляться в соответствии с Конституцией и соответствующими законами и правилами, действующими в каждой стране. В этих рамках Стороны будут принимать все необходимые меры для обеспечения благоприятных условий осуществления таких контактов, обменов и сотрудничества.

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Статья II

I. Стороны принимают во внимание следующие специализированные Соглашения о сотрудничестве в различных областях и подтверждают свои обязательства по достижению их выполнения:

а) Соглашение между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о сотрудничестве в области охраны окружающей среды, подписанное в Москве 23 мая 1972 года;

б) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области медицинской науки и здравоохранения, подписанное в Москве 23 мая 1972 года;

в) Соглашение между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о сотрудничестве в исследовании и использовании космического пространства в мирных целях, подписанное в Москве 24 мая 1972 года;

г) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области науки и техники, подписанное в Москве 24 мая 1972 года;

д) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области сельского хозяйства, подписанное в Вашингтоне 19 июня 1973 года;

е) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области исследования Мирового океана, подписанное в Вашингтоне 19 июня 1973 года;

ж) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области транспорта, подписанное в Вашингтоне 19 июня 1973 года.

2. Стороны будут поддерживать возобновление специализированных соглашений, включая взаимосогласованные поправки к ним, между:

а) Национальной Академией Наук Соединенных Штатов Америки и Академией Наук Союза Советских Социалистических Республик;

б) Американским Советом познавательных обществ и Академией Наук Союза Советских Социалистических Республик.

3. Стороны будут поощрять заключение, когда они посчитают это взаимополезным, дополнительных соглашений в других конкретных областях в рамках настоящего Соглашения.

Статья Ш

Стороны будут должным образом поощрять и содействовать контактам, обменам и сотрудничеству между организациями двух стран в области науки, техники и в других смежных областях, представляющих взаимный интерес, которые не осуществляются по специализированным Соглашениям, заключенным между Сторонами. Эта деятельность может включать:

а) обмен специалистами, делегациями, научной и технической информацией, организацию лекций, семинаров и симпозиумов для таких специалистов;

б) участие ученых и других специалистов в научных конгрессах, конференциях и подобных встречах, проводимых в обеих странах, проведение специализированных выставок, совместных исследовательских работ;

в) другие формы контактов, обменов и сотрудничества, которые могут быть взаимно согласованы.

Статья IУ

I. Стороны будут поощрять и оказывать содействие развитию контактов, обменов и сотрудничества в различных областях образования. В этих целях Стороны будут:

а) обеспечивать обмен студентами, аспирантами, научными работниками и преподавателями для обучения и научной стажировки; профессорами и преподавателями для чтения лекций, преподавания и проведения научных исследований, а также специалистами и делегациями в различных областях образования;

б) содействовать обмену между соответствующими организациями учебными и педагогическими материалами, в том числе учебниками, учебными программами и планами, методической литературой, образцами учебных приборов и наглядных пособий.

2. Стороны будут также поощрять изучение языка одной страны в другой стране, используя в этих целях перечисленные и другие взаимосогласованные формы обменов и сотрудничества.

Статья У

В целях лучшего взаимного ознакомления с достижениями культуры каждой страны, Стороны будут поощрять развитие контактов и обменов в области исполнительского искусства. Для достижения этой цели Стороны будут содействовать обменам театральными, музыкальными и хореографическими коллективами, оркестрами и другими артистическими и художественными группами, а также отдельными исполнителями.

Статья УI

I. Стороны будут должным образом поощрять организации кинопромышленности обеих стран рассматривать пути по дальнейшему расширению покупки и проката на коммерческой основе фильмов, выпускаемых в каждой стране.

2. Стороны будут также поощрять надлежащим образом обмен и показ документальных фильмов в области науки, техники, культуры, образования и в других областях, а также оказывать содействие обмену делегациями творческих работников и технических специалистов.

3. Стороны соглашаются также по просьбе организаций или отдельных лиц своих стран рассматривать другие предложения, направленные на расширение обменов в этой области, включая проведение премьер и недель кинофильмов в каждой стране и совместное производство художественных фильмов, короткометражных и полнометражных образовательных и научных фильмов.

Статья УП

I. Стороны будут содействовать контактам и поощрять обмены между организациями обеих стран в области радио и телевидения, включая обмен радиопрограммами и телевизионными фильмами и обмен делегациями и специалистами в этой области.

2. Стороны далее соглашаются по просьбе организаций и отдельных лиц своих стран рассматривать другие предложения в области радио и телевидения, включая совместное производство телевизионных фильмов и оказание услуг при производстве радио- и телепрограмм.

Статья УШ

Стороны будут поощрять:

а) обмены книгами, журналами, газетами и другими изданиями по научным, техническим, культурным и общеобразовательным вопросам между библиотеками, университетами и другими организациями каждой страны, а также взаимное распространение журналов "Америка" и "Советская жизнь";

б) обмены и поездки журналистов, редакторов, издателей и переводчиков литературы, а также их участие в соответствующих профессиональных встречах и конференциях.

Статья IX

Стороны будут поощрять и оказывать содействие обмену выставками на различные темы, представляющие взаимный интерес,

а также соответствующее участие одной Стороны в выставках, которые могут иметь место в другой стране. Стороны будут также оказывать содействие обмену выставками между музеями обеих стран.

Статья X

Стороны будут обеспечивать взаимные обмены и визиты архитекторов, драматургов, искусствоведов, композиторов, музыковедов, работников музеев, режиссеров театров, писателей, художников, специалистов в различных областях права и других лиц, занятых культурной и профессиональной деятельностью, для ознакомления с интересующими их вопросами в соответствующих областях и для участия во встречах, конференциях и симпозиумах.

Статья XI

I. Стороны будут оказывать содействие Членам Конгресса Соединенных Штатов Америки и Депутатам Верховного Совета Союза Советских Социалистических Республик, а также официальным лицам Правительств обеих стран, посещающим соответственно Советский Союз и Соединенные Штаты. Меры по оказанию такого содействия будут согласовываться заранее по дипломатическим каналам.

2. Стороны будут поощрять обмены представителями городских, местных и региональных органов власти Соединенных Штатов и Советского Союза для ознакомления с различными функциями управления на этих уровнях.

Статья XII

Стороны будут поощрять организацию совместных мероприятий и обменов между соответствующими организациями, занимающимися гражданской и общественной деятельностью, в том числе молодежными и женскими организациями, имея в виду, что решение осуществлять такие совместные мероприятия и обмены является делом самих организаций.

Статья XIII

Стороны будут поощрять обмены спортсменами и спортивными командами, а также поездки специалистов в области физического воспитания и спорта по договоренности между соответствующими спортивными организациями обеих стран.

Статья XIУ

Стороны будут поощрять расширение туристических поездок между двумя странами и меры для удовлетворения запросов туристов по ознакомлению с жизнью, трудом и культурой народа каждой страны.

Статья XУ

Стороны отмечают, что в обеих странах могут иметь место памятные мероприятия в связи с празднованием юбилейных дат, признанных основными международными организациями.

Статья XУI

Стороны соглашаются проводить ежегодно встречу своих представителей для общего обзора хода осуществления контактов, обменов и сотрудничества в различных областях и рассматривать обмены, которые не осуществляются по специализированным соглашениям, заключенным между Сторонами.

Статья XУП

I. Для выполнения различных положений настоящего Соглашения Стороны выработали Программу обменов на 1974-1976 годы, которая прилагается и является неотъемлемой частью настоящего Соглашения. Положения Программы будут действовать с I января 1974 года до 31 декабря 1976 года, а впоследствии, если и до тех пор пока они не изменены по договоренности Сторон, будут являться основными ориентирующими направлениями положений Программы обменов на 1977-1979 годы.

2. Стороны договорились, что их представители встретятся до конца 1976 года и выработают Программу обменов на последующие три года.

Статья XVIII

Стороны договариваются, что:

а) программы, маршруты, сроки пребывания, время прибытия, размеры делегаций, вопросы финансирования и транспортировки и другие детали обменов и визитов, если это иным образом не определено, согласовываются, как правило, не позднее чем за тридцать дней по дипломатическим каналам или между соответствующими организациями, привлекаемыми Сторонами к осуществлению этих обменов;

б) обращения за визами для лиц, направляющихся из одной страны в другую в порядке осуществления обменов и сотрудничества, должны подаваться, как правило, не менее чем за две недели до предполагаемой даты отъезда;

в) если иной порядок не определен положениями специализированных Соглашений между Сторонами и за исключением конкретных случаев, когда достигнута иная договоренность, участники обменов и сотрудничества будут сами нести свои расходы, включая оплату международного проезда, внутреннего проезда и пребывания в принимающей стране.

Статья XIX

1. Настоящее Соглашение вступает в силу в день его подписания и будет действовать до 31 декабря 1979 года. Оно может быть изменено и продлено по взаимному согласию Сторон.

2. Ничто в настоящем Соглашении не будет толковаться в ущерб другим соглашениям, заключенным между двумя Сторонами.

Совершено 19 июня 1973 года в городе Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских Социалистических
Республик

Приложение

ПРОГРАММА
обменов на 1974-1976 годы

В целях осуществления различных положений Общего Соглашения между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о контактах, обменах и сотрудничестве, подписанного в Вашингтоне 19 июня 1973 года, Стороны согласились на следующую Программу обменов на период с 1 января 1974 года по 31 декабря 1976 года.

Раздел I
Образование

1. Стороны соглашаются обеспечить обмен ежегодно с каждой Стороны:

а) по меньшей мере 40 аспирантами, молодыми учеными и преподавателями для обучения и научной стажировки в области естественных наук, технических наук, гуманитарных и общественных наук, при сроках пребывания от одного семестра до полного учебного года, включая пятинедельные курсы до начала учебного года для совершенствования участниками обмена своих знаний русского или английского языка;

б) по меньшей мере 30 преподавателями языка для занятий на летних курсах сроком в 10 недель с целью совершенствования знаний русского или английского языка;

в) по меньшей мере 10 профессорами и преподавателями университетов и других высших учебных заведений для проведения научной работы сроком от 3 до 6 месяцев. Общий объем этих обменов не будет превышать 50 человеко-месяцев с каждой Стороны;

г) по меньшей мере 2 аспирантами или молодыми специалистами в области танца, музыки, театра, кино и изобразительного искусства для обучения, научной работы и стажировки сроком от 4 до 10 месяцев в специализированных школах, институтах, консерваториях, театрах, музеях, студиях или в других организациях.

2. Стороны соглашаются обеспечить обмен профессорами и специалистами университетов и других высших учебных заведений в соответствии с пожеланиями принимающей Стороны, сроком от одного семестра до полного учебного года для преподавания и чтения лекций в университетах и других высших учебных заведениях в области:

а) естественных наук, технических наук, гуманитарных и общественных наук; и

б) языка, литературы и лингвистики.

3. Стороны соглашаются обеспечить обмен по меньшей мере 2 специалистами с каждой Стороны в области профессионального восстановления работоспособности или обучения лиц с физическими недостатками в течение срока действия Программы сроком от трех до шести месяцев. Специалисты будут заниматься научной работой по темам, которые будут согласованы между соответствующими организациями обеих стран.

4. Стороны соглашаются содействовать проведению двусторонних семинаров американских и советских специалистов в области образования в количестве 12 человек с каждой Стороны сроком от двух до четырех недель по тематике, которая будет согласована дополнительно. В течение срока действия Программы будет проведено четыре семинара в каждой стране, два по проблемам высшего образования и два по проблемам начального и среднего образования.

5. Стороны соглашаются в течение срока действия Программы обменяться 4 делегациями с каждой Стороны в составе от 3 до 5 специалистов сроком до трех недель по тематике, которая будет согласована дополнительно; две из этих делегаций будут в области высшего образования и две делегации - в области начального или среднего образования.

6. Стороны соглашаются изучить возможность обмена учителями начальных или средних школ между соответствующими организациями двух стран.

7. Соединенные Штаты примут меры, которые будут поощрять изучение русского языка в Соединенных Штатах Америки в соответствии с положениями Совместного американо-советского коммюнике от 29 мая 1972 года.

8. Стороны соглашаются изучить возможность обмена информацией и проведения соответствующих консультаций относительно эквивалентности дипломов и ученых степеней.

9. Обмены, указанные в этом Разделе, будут осуществляться в соответствии с условиями дополнительного соглашения, которое вступит в силу путем обмена нотами.

Раздел II

Исполнительское искусство

I. Стороны соглашаются содействовать поездкам по меньшей мере 10 крупных исполнительских коллективов с каждой Стороны в течение срока действия Программы.

Подробные условия гастролей этих коллективов будут предусмотрены контрактами, которые будут заключаться между следующими организациями: гастроли американских коллективов – между концертными организациями Советского Союза и посольством Соединенных Штатов Америки в Москве или уполномоченными представителями коллективов; гастроли советских коллективов – между концертными организациями Советского Союза и соответствующими организациями или импресарио Соединенных Штатов. Принимающая Сторона будет стремиться удовлетворить пожелания направляющей Стороны в отношении времени приезда и продолжительности гастролей, а также числа городов, в которых они будут проводиться.

2. Стороны соглашаются содействовать гастролям по меньшей мере 35 отдельных исполнителей с каждой Стороны в течение срока действия Программы. Договоренность о гастролях отдельных исполнителей будет достигаться непосредственно между соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза.

Раздел Ш

Издания

I. Стороны соглашаются оказывать практическое содействие успешному распространению журналов "Америка" в Советском Союзе и "Советская жизнь" в Соединенных Штатах на основе взаимности и, по мере необходимости, консультироваться в целях нахождения путей увеличения распространения этих журналов. По достижении полного распространения 62 тысяч экземпляров каждого журнала, как это предусматривается в настоящее время, Стороны изучат возможность увеличения на основе взаимности распространения журналов до 82 тысяч экземпляров в месяц к декабрю 1976 года. Стороны будут распространять бесплатно непроданные номера журналов среди посетителей на взаимопроводимых выставках.

2. Стороны соглашаются поощрять обмен специализированными изданиями и микрофильмами между Национальным архивом Соединенных Штатов Америки и Главным архивным управлением при Совете Министров Союза Советских Социалистических Республик.

Раздел IУ

Выставки

I. Стороны соглашаются обменяться выставками в период срока действия этой Программы, а именно:

а) с Советской стороны - одна крупная торгово-промышленная выставка или одна-две передвижных выставки. Решение Советской стороны по этому вопросу будет передано по дипломатическим каналам;

б) с Американской стороны - одна или две передвижных выставки.

Темы выставок будут согласованы по дипломатическим каналам.

Передвижные выставки будут проводиться в девяти городах каждой страны сроком до 28 дней, в течение которых выставка открыта в каждом городе. Стороны будут предварительно обсуждать

характер и общее содержание каждой выставки и проводить взаимное ознакомление с указанными выставками до их официального открытия, в частности, путем обмена каталогами, проспектами и другой информацией, относящейся к выставкам. Согласованию Сторон подлежат также и другие условия проведения выставок (сроки, размер и характер помещений, количество сопровождающих, финансовые условия и т.д.). Договоренность по условиям проведения выставок будет достигнута не позднее, чем за пять месяцев до их открытия.

2. Стороны соглашаются оказывать содействие в осуществлении обменов выставками, включая выставки изобразительного искусства, между музеями обеих стран, и поощрять установление и развитие прямых контактов между этими музеями с целью обмена информационными материалами, альбомами, художественными монографиями и другими публикациями, представляющими взаимный интерес. В случае проведения выставок изобразительного искусства, содержание и условия их проведения будут предметом обсуждения между соответствующими американскими музеями и Министерством культуры СССР, о чем в каждом конкретном случае они будут заключать специальные соглашения.

3. Стороны будут согласовывать по дипломатическим каналам проведение других выставок и участие в национальных выставках, которые могут состояться в каждой стране.

Раздел У

Общее

Каждая Сторона имеет право включать в состав делегаций переводчиков или сотрудников своего посольства, которые входят в общую обусловленную численность делегаций.

[EXCHANGE OF NOTES]

The Department of State to the Soviet Embassy

The Department of State calls the attention of the Embassy of the Union of Soviet Socialist Republics to the General Agreement on Contacts, Exchanges and Cooperation, and the Program of Exchanges annexed thereto, signed today at Washington by the two Governments, and proposes the enclosed Conditions Governing Exchanges in the Field of Education (Section I of the Program of Exchanges for 1974–1976).

If these Conditions are acceptable to the Soviet side, it is proposed that this note and the Embassy's reply thereto constitute an agreement between the two Parties on these Conditions for the aforesaid exchanges.

C. G. S.

Enclosure:
Conditions Governing Exchanges in the Field of Education.

DEPARTMENT OF STATE,
WASHINGTON, *June 19, 1973.*

Conditions Governing Exchanges in the Field of Education

References in these Conditions are to the paragraphs of Section I (Education) of the Program of Exchanges for 1974–1976 annexed to the General Agreement between the United States of America and the Union of Soviet Socialist Republics on Contacts, Exchanges and Cooperation, signed at Washington on June 19, 1973.

1. Exchange of Graduate Students, Young Researchers and Instructors (paragraph 1.a.); Exchange of Language Teachers (paragraph 1.b.) Exchange of Professors and Instructors (paragraph 1.c.)

A. General: By agreement between the International Research and Exchanges Board (IREX) and the Ministry of Higher and Specialized Secondary Education of the USSR (Ministry), the receiving side will provide for participants in these exchanges: tuition and fees for training in universities and other institutions of higher learning, appropriate research conditions necessary for conducting their scholarly programs, payment for suitable living quarters, and a monthly stipend. In case of illness of or accident resulting in injury to a participant in the exchange in the receiving country, the receiving side will bear medical costs, including hospital expenses, as agreed between the two sides. The sending side will bear all costs for travel of its participants.

The receiving side will lend assistance in providing suitable accommodations for spouses and minor children accompanying or following to join the participants in the receiving country. In cases of illness of, or accident resulting in injury to a spouse or minor child in the receiving country, the receiving side will bear medical costs, including hospital expenses, as agreed between the two sides. The sending side will bear all other costs, including travel, for spouses and minor children accompanying or following to join the participants.

B. Exchange of Graduate Students, Young Researchers and Instructors (paragraph 1.a.)

IREX and the Ministry will exchange lists of nominees and the necessary information about each nominee and his program not later than March 1 for the next academic year. Representatives of IREX and the Ministry will meet in alternate years in the Soviet Union and the United States no later than May 10 for a mutual exchange of information concerning placement of the participants for the forthcoming academic year and to discuss details connected with the exchange.

Participants who are to start their work at the beginning of the academic year will arrive during the period August 1–10, as agreed upon by IREX and the Ministry, at the universities in each country which will provide courses in language preparation. Participants accepted for the second semester will arrive during the period February 1–10. If a participant cannot arrive in the receiving country on the agreed date, the sending side will inform the receiving side of this fact as far in advance as possible and a new date for his arrival will be settled by agreement. Applications for extensions of agreed periods of stay may be submitted during the participant's period of study and will be considered by the receiving side.

The receiving side will provide the participants in the exchange, upon their arrival in the country, with the following monthly stipends:

In the USA – 200 dollars a month;
In the USSR – 165 rubles a month.

C. Exchange of Language Teachers (paragraph 1.b.)

IREX and the Ministry will agree on the dates for the courses and will exchange lists of participants, drafts of the programs for the courses, and commentaries on them by May 10 of each year. Participants in these exchanges may be accompanied by one or two leaders. The receiving side will provide to the participants the following stipends:

In the USA – 180 dollars a month;
In the USSR – 150 rubles a month.

The stay of the participants in the exchanges in the receiving country will include excursions to two of its cities, with a total duration of up to one week, to be considered within the agreed duration of the exchange. The receiving side will bear all costs for these excursions.

D. Exchange of Professors and Instructors (paragraph 1.c.)

IREX and the Ministry will exchange lists of professors and instructors, the necessary information concerning each of them, and his program of research:

for those proposed by the sending side for the first semester, by March 15 of each year;
for those proposed for the second semester, by October 15.

The receiving side will inform the sending side concerning acceptance of the scholars by universities and other institutions of higher learning within two months after the above-mentioned dates.

The receiving side will provide to the participants of these exchanges the following stipends:

In the USA – 280 dollars a month;
In the USSR – 240 rubles a month.

2. Exchange of Students and Specialists in the Arts (paragraph 1.d.)

The provisions of Section 1.A. of these Conditions concerning tuition, fees, travel expenses, living quarters, medical costs (including hospital expenses), and the provisions of Section 1.B. concerning nomination and acceptance dates for candidates, applications for extension of stay, and stipends will apply equally to the exchange of students and specialists in the arts. As this exchange will not be administered by the International Research and Exchanges Board, the other provisions of Sections 1.A. and 1.B. will not apply to this exchange.

3. Exchange of Professors and Specialists (paragraph 2)

A. The Parties will exchange requests for subjects of lectures by November 1 of each year. The receiving Party will specify the name of the inviting university or other institution of higher learning, the field of specialization, the courses to be taught, language requirements and length of stay. The invited lecturers must teach at institutions of higher education.

B. By the following February 15, the Parties will exchange lists of lecturers, and the necessary information about each. The receiving Party shall inform the sending Party of the decision of the institution of higher learning by March 15.

C. The receiving Party will provide living quarters for the lecturers, and will lend assistance in providing living quarters for spouses and minor children accompanying or following to join the participants. In case of illness of, or accident resulting in injury to a participant, spouse or minor child in the receiving country, the receiving Party will bear medical costs, including hospital expenses, as agreed between the Parties. The sending Party will bear all other costs for spouses and minor children accompanying or following to join the participants. The receiving Party will provide the participants with the following stipends:

In the USA – 280 dollars a month;
In the USSR – 240 rubles a month.

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D. The sending Party will be responsible for all travel expenses.

4. Exchange of Specialists in Vocational Rehabilitation or Education of the Handicapped (paragraph 3)

Financial and other arrangements for such exchanges shall be agreed upon between appropriate organizations of the two countries.

5. Use of Archives and Research Materials and Equipment

The Parties agree to provide for conditions necessary to fulfill agreed programs, including use of scholarly and scientific materials, and, where appropriate and possible, work in laboratories, archives, and institutions outside the system of higher educational establishments.

6. Seminars (paragraph 4)

The Parties will coordinate the topics, times, procedures, arrangements and location for the seminars. The sending Party will bear all costs of the international travel of its participants. The receiving Party will bear all costs for maintenance and internal travel of the visiting delegations.

The receiving Party shall confirm arrangements two months prior to the seminar and the sending Party shall submit the list of its participants thirty days prior to the seminar date.

7. Exchange of Delegations (paragraph 5)

The sending Party will bear all costs of the international travel of its participants. The receiving Party will bear all costs for maintenance and internal travel of the visiting delegations.

8. Exchange of Primary or Secondary School Teachers (paragraph 6)

Financial and other arrangements for such exchanges shall be agreed upon between appropriate organizations of the two countries.

9. Visits of Representatives

Each side may send, at its own expense, its representatives to the receiving country for familiarization with the conditions of study and sojourn of its participants in these exchanges.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО
СОЮЗА СОВЕТСКИХ
СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 39

Посольство Союза Советских Социалистических Республик подтверждает получение ноты Государственного Департамента от 19 июня 1973 года, которая предлагает Условия осуществления обменов в области образования (Раздел I Программы обменов на 1974-1976 годы), изложенные в приложении.

Посольство сообщает о согласии Советской стороны с этими Условиями и с предложением, чтобы нота Департамента и настоящий ответ рассматривались как соглашение между двумя Сторонами по прилагаемым Условиям вышеупомянутых обменов.

ПРИЛОЖЕНИЕ: Условия осуществления обменов в области образования.

г.Вашингтон, 19 июня 1973 года

В ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

УСЛОВИЯ ОСУЩЕСТВЛЕНИЯ ОБМЕНОВ в области образования

Ссылки даны в соответствии с порядком пунктов раздела I по образованию Программы обменов на 1974-1976 г.г., приложенной к Общему Соглашению между Союзом Советских Социалистических Республик и Соединенными Штатами Америки о контактах, обменах и сотрудничестве, подписанному в Вашингтоне 19 июня 1973 года.

I. Обмен аспирантами, молодыми учеными и преподавателями (параграф I-а); обмен преподавателями языка (параграф I-б); обмен профессорами (параграф I-в);

А. Общая часть

По согласованию между Министерством высшего и среднего специального образования СССР (Министерство) и Советом по международным исследованиям и обменам (АЙРЕКС) принимающая Сторона обеспечит участников этих обменов: платой и взносами за обучение в университетах и других высших учебных заведениях, соответствующими условиями для исследовательских работ, которые необходимы для реализации их научных программ, платой за приемлемое жилье и ежемесячной стипендией. При заболевании участника обмена или несчастном случае с ним в принимающей стране, принимающая Сторона будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по согласованию между двумя Сторонами. Направляющая Сторона будет нести все расходы по проезду своих участников.

Принимающая Сторона будет оказывать содействие в предоставлении приемлемого жилья супругам и малолетним детям, сопровождающим участников обменов или приезжающим к ним в принимающую страну. При заболевании или несчастном случае с супругами или малолетними детьми в принимающей стране, принимающая Сторона будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по согласованию между двумя Сторонами. Направляющая Сторона будет нести

все другие расходы, включая расходы по проезду супруг и малолетних детей, сопровождающих участников обмена или приезжающих к ним.

Б. Обмен аспирантами, молодыми учеными и преподавателями

(параграф I-а)

Министерство и АЙРЕКС обменяются списками кандидатов, необходимой информацией о каждом кандидате и его программе обучения не позднее I марта для следующего учебного года. Представители Министерства и АЙРЕКС будут встречаться ежегодно поочередно в Советском Союзе и в Соединенных Штатах не позднее IO мая для взаимной информации о приеме участников на следующий учебный год и для обсуждения деталей, связанных с обменом.

Участники, которым предстоит начать свою работу с начала учебного года, прибудут в период с I по IO августа, по договоренности между Министерством и АЙРЕКС в университеты каждой страны, которые организуют курсы языковой подготовки. Участники обмена, принятые на второй семестр, прибудут в период с I по IO февраля. Если участник не сможет прибыть в принимающую страну в установленный срок, направляющая Сторона как можно раньше известит об этом принимающую Сторону и новая дата его прибытия будет установлена по договоренности. Просьбы о продлении согласованных сроков пребывания могут подаваться в течение срока обучения участника и будут рассмотрены принимающей Стороной.

Принимающая Сторона обеспечит участников обмена ежемесячной стипендией, по приезде в страну, в следующих размерах:

в СССР - I65 рублей в месяц
в США - 200 долларов в месяц

В. Обмен преподавателями языка

(параграф I-б)

Министерство и АЙРЕКС согласуют сроки проведения курсов и обменяются списками участников, проектами программ курсов и пояснениями к ним к I0 мая каждого года. Участников этих обменов могут сопровождать один или два руководителя.

Принимающая Сторона обеспечит участников обмена стипендиями в следующих размерах:

в СССР - I50 рублей в месяц
в США - I80 долларов в месяц

Пребывание участников обменов в принимающей стране включает экскурсионные посещения двух городов, общей продолжительностью до одной недели в счет обусловленного общего срока обмена. Принимающая Сторона несет все расходы по этим экскурсиям..

Г. Обмены профессорами и преподавателями

(параграф I-в)

Министерство и АЙРЕКС обменяются списками профессоров и преподавателей, необходимой информацией о каждом из них и программами их научной работы:

Для тех, которые предлагаются направляющей Стороной на первый семестр - к I5 марта каждого года;

для тех, которые предлагаются на второй семестр - к I5 октября.

Принимающая Сторона сообщит направляющей Стороне решение университетов и других высших учебных заведений относительно приема указанных ученых в течение двух месяцев после вышеуказанных сроков.

Принимающая Сторона обеспечит эту категорию участников обменов стипендиями в следующих размерах:

в СССР - 240 рублей в месяц
в США - 280 долларов в месяц

2. Обмен студентами и специалистами в области искусства
(параграф I-г)

Положения пункта I-а этих условий относительно платы и взносов за обучение, транспортных расходов, жилья, расходов по медицинскому обслуживанию, включая расходы по лечению в больнице, и положения пункта I-б, относительно сроков представления и утверждения кандидатов, просьб о продлении сроков пребывания и стипендий в равной мере будут распространяться и на обмены студентами и специалистами в области искусства. В связи с тем, что этот обмен не будет осуществляться Советом по международным исследованиям и обменам, остальные положения пунктов I-а и I-б не будут распространяться на эти обмены.

3. Обмен профессорами и специалистами
(параграфы 2-а и 2-б)

А. Стороны обменяются запросами по тематике лекций до I ноября каждого года. Принимающая Сторона укажет название университета или другого высшего учебного заведения, приглашающего лектора, область специализации и название курсов лекций, подлежащих преподаванию, языковые требования и продолжительность пребывания. Приглашаемые лекторы должны преподавать в высших учебных заведениях.

Б. Стороны обменяются списками лекторов и необходимой информацией о каждом из них к 15 февраля следующего года. Принимающая Сторона сообщит направляющей Стороне решение высшего учебного заведения к 15 марта.

В. Принимающая Сторона предоставит лекторам жилье и окажет содействие по предоставлению жилья супругам и малолетним детям, сопровождающим участников обмена или приезжающим к ним. При заболевании или несчастном случае с участниками обменов, их супругами или малолетними детьми в принимающей стране, принимающая Сторона будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по согласованию между двумя Сторонами. Направляющая Сторона будет нести все другие расходы, связанные с супругами и малолетними детьми, сопровождающими участников обмена или приезжающими к ним. Принимающая Сторона обеспечит участников обмена стипендиями в следующих размерах:

в СССР - 240 рублей в месяц

в США - 280 долларов в месяц

Г. Направляющая Сторона несет все расходы по проезду.

4. Обмены специалистами в области профессионального восстановления работоспособности или обучения лиц с физическими недостатками

(параграф 3)

Финансовые и другие условия таких обменов будут согласованы между соответствующими организациями обеих стран.

5. Пользование архивами и научными материалами и оборудованием

Стороны соглашаются обеспечить условия, необходимые для выполнения согласованных программ, включая пользование учебными и научными материалами и в тех случаях, когда это целесообразно и возможно, работу в лабораториях, архивах и учреждениях, не входящих в систему высших учебных заведений.

6. Проведение семинаров

(параграф 4)

Стороны будут согласовывать тематику, время, процедуру, организационные вопросы и место проведения семинаров. Направляющая Сторона будет нести все расходы по международному проезду своих участников. Принимающая Сторона будет нести все расходы по содержанию и внутреннему проезду приезжающих делегаций.

Принимающая Сторона подтвердит готовность приема за два месяца до начала семинара, направляющая Сторона представит список своих участников за тридцать дней до даты семинара.

7. Обмен делегациями

(параграф 5)

Направляющая Сторона будет нести все расходы по международному проезду своих участников. Принимающая Сторона будет нести все расходы по содержанию и внутреннему проезду приезжающих делегаций.

8. Обмен преподавателями начальных или средних школ

(параграф 6)

Финансовые и другие условия таких обменов будут согласованы между соответствующими организациями обеих стран.

9. Поездки представителей Сторон

Каждая Сторона может направить за свой счет своих представителей в принимающую страну для ознакомления с условиями обучения и пребывания своих участников этих обменов.

Translation

EMBASSY OF THE UNION
OF SOVIET SOCIALIST REPUBLICS

No. 39

The Embassy of the Union of Soviet Socialist Republics acknowledges receipt of the Department of State's note dated June 19, 1973, proposing Conditions Governing Exchanges in the Field of Education (Section I of the Program of Exchanges for 1974–1976), which are set forth in the enclosed.

The Embassy communicates the consent of the Soviet side to these Conditions and to the proposal that the Department's note and this reply be considered an agreement between the two Sides on the Conditions for the aforementioned exchanges.

Enclosure: [1]
Conditions Governing Exchanges in the Field of Education.

YU. V.

WASHINGTON, D.C., *June 19, 1973*

DEPARTMENT OF STATE,
UNITED STATES OF AMERICA,
WASHINGTON, D.C.

[1] For the English language text, see p. 1427.

UNION OF SOVIET SOCIALIST REPUBLICS

Cooperation in Agriculture

Agreement signed at Washington June 19, 1973;
Entered into force June 19, 1973.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELD OF AGRICULTURE

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

Taking into account the importance which the production of food has for the peoples of both countries and for all of mankind;

Desiring to expand existing cooperation between the two countries in the field of agricultural research and development;

Wishing to apply new knowledge and technology in agricultural production and processing;

Recognizing the desirability of expanding relationships in agricultural trade and the exchange of information necessary for such trade;

Convinced that cooperation in the field of agriculture will contribute to overall improvement of relations between the two countries;

In pursuance and further development of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Fields of Science and Technology of May 24, 1972,[1] and in accordance with the Agreement on Exchanges and Cooperation in Scientific, Technical, Educational, Cultural and Other Fields of April 11, 1972,[2] and in accordance with the Agreement on Cooperation in the Field of Environmental Protection of May 23, 1972;[3]

Have agreed as follows:

[1] TIAS 7346; 23 UST 856.
[2] TIAS 7343; 23 UST 790.
[3] TIAS 7345; 23 UST 845.

ARTICLE I

The Parties will develop and carry out cooperation in the field of agriculture on the basis of mutual benefit, equality and reciprocity.

ARTICLE II

The Parties will promote the development of mutually beneficial cooperation in the following main areas:

1. Regular exchange of relevant information, including forward estimates, on production, consumption, demand and trade of major agricultural commodities.
2. Methods of forecasting the production, demand and consumption of major agricultural products, including econometric methods.
3. Plant science, including genetics, breeding, plant protection and crop production, including production under semi-arid conditions.
4. Livestock and poultry science, including genetics, breeding, physiology, nutrition, disease protection and large-scale operations.
5. Soil science, including the theory of movement of water, gases, salts, and heat in soils.
6. Mechanization of agriculture, including development and testing of new machinery, equipment and technology, as well as repair and technical service.
7. Application, storage and transportation of mineral fertilizers and other agricultural chemicals.
8. Processing, storage and preservation of agricultural commodities, including formula feed technology.

9. Land reclamation and reclamation engineering, including development of new equipment, designs and materials.

10. Use of mathematical methods and electronic computers in agriculture, including mathematical modeling of large-scale agricultural enterprises.

Other areas of cooperation may be added by mutual agreement.

ARTICLE III

Cooperation between the Parties may take the following forms:

1. Exchange of scientists, specialists and trainees.

2. Organization of bilateral symposia and conferences.

3. Exchange of scientific, technical and relevant economic information, and methods of research.

4. Planning, development and implementation of joint projects and programs.

5. Exchange of plant germ plasm, seeds and living material.

6. Exchange of animals, biological materials, agricultural chemicals, and models of new machines, equipment and scientific instruments.

7. Direct contacts and exchanges between botanical gardens.

8. Exchange of agricultural exhibitions.

Other forms of cooperation may be added by mutual agreement.

ARTICLE IV

1. In furtherance of the aims of this Agreement, the Parties will, as appropriate, encourage, promote and monitor the development of cooperation and direct contacts between

governmental and non-governmental institutions, research and other organizations, trade associations, and firms of the two countries, including the conclusion, as appropriate, of implementing agreements for carrying out specific projects and programs under this Agreement.

2. To assure fruitful development of cooperation, the Parties will render every assistance for the travel of scientists and specialists to areas of the two countries appropriate for the conduct of activities under this Agreement.

3. Projects and exchanges under this Agreement will be carried out in accordance with the laws and regulations of the two countries.

ARTICLE V

1. For implementation of this Agreement, there shall be established a US-USSR Joint Committee on Agricultural Cooperation which shall meet, as a rule, once a year, alternately in the United States and the Soviet Union, unless otherwise mutually agreed.

2. The Joint Committee will review and approve specific projects and programs of cooperation; establish the procedures for their implementation; designate, as appropriate, institutions and organizations responsible for carrying out cooperative activities; and make recommendations, as appropriate, to the Parties.

3. Within the framework of the Joint Committee there shall be established a Joint Working Group on Agricultural Economic Research and Information and a Joint Working Group on Agricultural

Research and Technological Development. Unless otherwise mutually agreed, each Joint Working Group will meet alternately in the United States and the Soviet Union at least two times a year. The Joint Committee may establish other working groups as it deems necessary.

4. The Executive Agents for coordinating and carrying out this Agreement shall be, for the Government of the United States of America, the United States Department of Agriculture, and for the Government of the Union of Soviet Socialist Republics, the Ministry of Agriculture of the USSR. The Executive Agents will, as appropriate, assure the cooperation in their respective countries of other institutions and organizations as required for carrying out joint activities under this Agreement. During the period between meetings of the Joint Committee, the Executive Agents will maintain contact with each other and coordinate and supervise the development and implementation of cooperative activities conducted under this Agreement.

ARTICLE VI

Unless an implementing agreement contains other provisions, each Party or participating institution, organization or firm, shall bear the costs of its participation and that of its personnel in cooperative activities engaged in under this Agreement.

ARTICLE VII

1. Nothing in this Agreement shall be interpreted to prejudice or modify any existing Agreements between the Parties.

2. Projects developed by the US-USSR Joint Working Group on Agricultural Research which were approved at the first session of the US-USSR Joint Commission on Scientific and Technical Cooperation on March 21, 1973, will continue without interruption and will become the responsibility of the US-USSR Joint Committee on Agricultural Cooperation upon its formal establishment.

ARTICLE VIII

1. This Agreement shall enter into force upon signature and remain in force for five years. It will be automatically extended for successive five-year periods unless either Party notifies the other of its intent to terminate this Agreement not later than six months prior to the expiration of this Agreement.

2. This Agreement may be modified at any time by mutual agreement of the Parties.

3. The termination of this Agreement will not affect the validity of implementing agreements concluded under this Agreement between institutions, organizations and firms of the two countries

DONE at Washington, this 19th day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Earl L. Butz [1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

A. Gromyko [2]

[1] **Earl L. Butz**
[2] **A. Gromyko**

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СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области сельского хозяйства

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

учитывая значение, которое имеет для народов обеих стран и для всего человечества производство продуктов питания,

стремясь расширить существующее сотрудничество между двумя странами в области сельскохозяйственных исследований и разработок,

желая применить современные знания и технологию в области сельскохозяйственного производства и переработки,

признавая желательность расширения связей в области торговли сельскохозяйственной продукцией и обмена информацией, необходимой для осуществления этой торговли,

будучи убеждены, что сотрудничество в области сельского хозяйства будет способствовать общему улучшению отношений между обеими странами,

во исполнение и дальнейшее развитие Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области науки и техники от 24 мая 1972 года и в соответствии с Соглашением об обменах и сотрудничестве в области науки, техники, образования, культуры и в других областях от 11 апреля 1972 года, и в соответствии с Соглашением о сотрудничестве в области охраны окружающей среды от 23 мая 1972 года,

согласились о нижеследующем:

Статья I

Стороны будут развивать и осуществлять сотрудничество в области сельского хозяйства на основе взаимной выгоды, равенства и взаимности.

Статья 2

Стороны будут содействовать развитию взаимовыгодного сотрудничества по следующим основным направлениям:

I. Регулярный обмен соответствующей информацией, включая перспективные оценки, о производстве, потреблении, спросе и торговле основными сельскохозяйственными товарами.

2. Методы прогнозирования производства, спроса и потребления основных сельскохозяйственных продуктов, включая эконометрические методы.

3. Растениеводство, включая генетику, селекцию, защиту растений, возделывание сельскохозяйственных культур, в том числе производство в условиях полузасушливого климата.

4. Животноводство и птицеводство, включая генетику, разведение, физиологию, кормление, защиту от болезней и производство продуктов животноводства на промышленной основе.

5. Почвоведение, включая теорию перемещения воды, газов, солей и тепла в почвах.

6. Механизация сельского хозяйства, включая разработку и испытание новых машин, оборудования и технологии, а также ремонт и техническое обслуживание.

7. Применение, хранение и транспортировка минеральных удобрений и других сельскохозяйственных химикатов.

8. Переработка, хранение и консервирование сельскохозяйственной продукции, включая технологию производства комбикормов.

9. Мелиорация и мелиоративная техника, включая разработку нового оборудования, конструкций и материалов.

I0. Использование математических методов и электронно-вычислительной техники в сельском хозяйстве, включая математическое моделирование крупных сельскохозяйственных предприятий.

Другие направления сотрудничества могут быть добавлены по взаимному согласию.

Статья 3

Сотрудничество между Сторонами будет осуществляться в следующих формах:

1. Обмен учеными, специалистами и стажерами.

2. Организация двусторонних симпозиумов и конференций.

3. Обмен научно-технической и соответствующей экономической информацией и методиками научных исследований.

4. Планирование, разработка и осуществление совместных проектов и программ.

5. Обмен растительным генофондом, семенами и живым материалом.

6. Обмен животными, биологическими материалами, сельскохозяйственными химикалиями, образцами новых машин, оборудования и научных приборов.

7. Прямые контакты и обмены между ботаническими садами.

8. Обмен сельскохозяйственными выставками.

Другие формы сотрудничества могут быть добавлены по взаимному согласию.

Статья 4

1. Исходя из целей настоящего Соглашения, обе Стороны будут соответствующим образом поощрять, способствовать и направлять развитие сотрудничества и прямых контактов между правительственными и неправительственными учреждениями, научно-исследовательскими и другими организациями, торговыми ассоциациями и фирмами двух стран, в том числе заключение соответствующих рабочих соглашений по выполнению конкретных проектов и программ в соответствии с настоящим Соглашением.

2. Для обеспечения плодотворного развития сотрудничества Стороны будут оказывать всяческое содействие поездкам ученых и специалистов в районы обеих стран, подходящие для проведения этих мероприятий в соответствии с настоящим Соглашением.

3. Проекты и обмены по настоящему Соглашению будут проводиться в соответствии с законами и правилами обеих стран.

Статья 5

I. Для выполнения настоящего Соглашения будет создана Американо-Советская совместная комиссия по сотрудничеству в области сельского хозяйства, которая будет собираться, как правило, один раз в год поочередно в США и СССР, если не будет достигнуто другой взаимной договоренности.

2. Совместная комиссия будет рассматривать и утверждать конкретные проекты и программы сотрудничества, устанавливать порядок их осуществления, соответствующим образом определять учреждения и организации, ответственные за осуществление совместных мероприятий по сотрудничеству, и подготавливать, в случае необходимости, рекомендации Сторонам.

3. В рамках совместной комиссии будут созданы совместная рабочая группа по сельскохозяйственным экономическим исследованиям и информации и совместная рабочая группа по научным сельскохозяйственным исследованиям и технологическим разработкам. Каждая совместная рабочая группа будет собираться поочередно в США и СССР по меньшей мере два раза в год, если не будет достигнуто другой взаимной договоренности. Совместная комиссия может создавать и другие рабочие группы, если в них возникнет необходимость.

4. Исполнительными организациями для координации и выполнения настоящего Соглашения будут для Правительства Соединенных Штатов Америки - Министерство сельского хозяйства США и для Правительства Союза Советских Социалистических Республик - Министерство сельского хозяйства СССР. Исполнительные организации будут надлежащим образом обеспечивать в соответствующих странах сотрудничество других учреждений и организаций, как это требуется для осуществления совместных мероприятий по сотрудничеству в соответствии с настоящим Соглашением. В период между заседаниями совместной комиссии Исполнительные организации будут поддерживать между собой связь, а также координировать и наблюдать за разработкой и выполнением совместных мероприятий по сотрудничеству, проводимых в соответствии с настоящим Соглашением.

Статья 6

Если в рабочем соглашении не будет содержаться иных положений, то каждая Сторона или участвующее учреждение, организация или предприятие будут нести расходы по своему участию или участию своего персонала в совместных мероприятиях по сотрудничеству, проводимых в соответствии с настоящим Соглашением.

Статья 7

I. Ничто в настоящем Соглашении не должно толковаться как противоречащее или изменяющее какие-либо действующие соглашения между Сторонами.

2. Проекты, которые были разработаны смешанной советско-американской рабочей группой по сельскохозяйственным исследованиям и одобрены первой сессией Смешанной Американо-Советской Комиссии по научно-техническому сотрудничеству 2I марта I973 года, будут продолжены без перерыва и перейдут в ведение Американо-Советской совместной комиссии по сотрудничеству в области сельского хозяйства после ее официального создания.

Статья 8

I. Настоящее Соглашение вступает в силу с момента его подписания и будет действовать в течение пяти лет. Соглашение будет автоматически продлеваться на следующие пятилетние периоды, если одна из Сторон не уведомит другую о своем намерении прекратить действие настоящего Соглашения не позднее чем за шесть месяцев до истечения срока Соглашения.

2. Настоящее Соглашение может быть изменено в любое время по взаимному согласию Сторон.

3. Прекращение действия настоящего Соглашения не будет затрагивать действия рабочих соглашений, заключенных в соответствии с настоящим Соглашением между учреждениями, организациями и фирмами обеих стран.

Совершено 19 июня 1973 года в городе Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов
Америки

Earl L. Butz

За Правительство
Союза Советских Социалистических
Республик

А. Разумов

UNION OF SOVIET SOCIALIST REPUBLICS

Cooperation in Studies of the World Ocean

Agreement signed at Washington June 19, 1973;
Entered into force June 19, 1973.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN STUDIES OF THE WORLD OCEAN

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

Recognizing the importance of comprehensive studies of the World Ocean for peaceful purposes and for the well-being of mankind;

Striving for more complete knowledge and rational utilization of the World Ocean by all nations through broad international cooperation in oceanographic investigation and research;

Aware of the capabilities and resources of both countries for studies of the World Ocean and the extensive history and successful results of previous cooperation between them;

Desiring to combine their efforts in the further investigation of the World Ocean and to use the results for the benefit of the peoples of both countries and of all mankind; and

In pursuance and further development of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Fields of Science and Technology of May 24, 1972,[1] and in accordance with the Agreement on Exchanges and Cooperation in Scientific, Technical, Educational, Cultural and Other Fields of April 11, 1972,[2] and in accordance with the Agreement on Cooperation in the Field of Environmental Protection of May 23, 1972;[3]

Have agreed as follows:

[1] TIAS 7346; 23 UST 856.
[2] TIAS 7343; 23 UST 790.
[3] TIAS 7345; 23 UST 845.

ARTICLE 1

The Parties will develop and carry out cooperation in studies of the World Ocean on the basis of equality, reciprocity and mutual benefit.

ARTICLE 2

In their studies of the World Ocean, the Parties will direct cooperative efforts to the investigation and solution of important basic and applied research problems. Initially, cooperation will be implemented in the following areas:

a. Large-scale ocean-atmosphere interaction, including laboratory studies, oceanic experiments, and mathematical modeling of the ocean-atmosphere system.

b. Ocean currents of planetary scale and other questions of ocean dynamics.

c. Geochemistry and marine chemistry of the World Ocean.

d. Geological and geophysical investigations of the World Ocean, including deep sea drilling for scientific purposes.

e. Biological productivity of the World Ocean and the biochemistry of the functioning of individual organisms and whole biological communities in the World Ocean.

f. Intercalibration and standardization of oceanographic instrumentation and methods.

Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation provided for in the preceding Articles may take the following forms:

a. Joint planning, development, and implementation of research projects and programs;

b. Exchange of scientists, specialists, and advanced students;

c. Exchange of scientific and technical information, documentation, and experience, including the results of national oceanographic studies;

d. Convening of joint conferences, meetings, and seminars of specialists;

e. Appropriate participation by both countries in multilateral cooperative activities sponsored by international scientific organizations;

f. Facilitation by both Parties, in accordance with laws, rules and regulations of each country and relevant bilateral agreements, of use of appropriate port facilities of the two countries for ships' services and supplies, including provision for rest and changes of ships' personnel, in connection with carrying out cooperative activities.

Other forms of cooperation may be added by mutual agreement.

ARTICLE 4

In furtherance of the aims of this Agreement, the Parties will, as appropriate, encourage, facilitate and monitor the development of cooperation and direct contacts between agencies, organizations

and firms of the two countries, including the conclusion, as appropriate, of implementing agreements for carrying out specific projects and programs under this Agreement.

ARTICLE 5

1. For implementation of this Agreement, there shall be established a US-USSR Joint Committee on Cooperation in World Ocean Studies. This Joint Committee shall meet, as a rule, once a year, alternately in the United States and the Soviet Union, unless otherwise mutually agreed.

2. The Joint Committee shall take such action as is necessary for effective implemention of this Agreement including, but not limited to, approval of specific projects and programs of cooperation; designation of appropriate agencies and organizations to be responsible for carrying out cooperative activities; and making recommendations, as appropriate, to the Parties.

3. Each Party shall designate its Executive Agent which will be responsible for carrying out this Agreement. During the period between meetings of the Joint Committee, the Executive Agents shall maintain contact with each other and coordinate and supervise the development and implementation of cooperative activities conducted under this Agreement.

ARTICLE 6

Nothing in this Agreement shall be interpreted to prejudice other agreements between the Parties or commitments of either Party to other international oceanographic programs.

ARTICLE 7

Each Party, with the consent of the other Party, may invite third countries to participate in cooperative activities engaged in under this Agreement.

ARTICLE 8

1. This Agreement shall enter into force upon signature and remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of the Agreement shall not affect the validity of implementing agreements concluded under this Agreement between interested agencies, organizations and firms of the two countries.

DONE at Washington, this 19th day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

[1] William P. Rogers
[2] A. Gromyko

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области исследования Мирового океана

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

признавая важность всестороннего исследования Мирового океана в мирных целях для благосостояния человечества,

стремясь к более полному познанию и рациональному освоению Мирового океана всеми странами путем широкого международного сотрудничества в области океанографических изысканий и исследований,

учитывая возможности и ресурсы обеих стран для изучения Мирового океана, а также продолжительную историю и успешные результаты предшествующего сотрудничества между ними,

желая объединить свои усилия в дальнейших исследованиях Мирового океана и использовать результаты на благо народов обеих стран и всего человечества,

во исполнение и дальнейшее развитие Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области науки и техники от 24 мая 1972 года и в соответствии с Соглашением об обменах и сотрудничестве в области науки, техники, образования, культуры и в других областях от 11 апреля 1972 года и Соглашением о сотрудничестве в области охраны окружающей среды от 23 мая 1972 года,

согласились о нижеследующем:

Статья I

Стороны будут осуществлять и развивать сотрудничество в исследовании Мирового океана на основе равенства, взаимности и обоюдной выгоды.

Статья 2

В своих исследованиях Мирового океана Стороны направят совместные усилия на изучение и решение важных фундаментальных и прикладных исследовательских проблем. На первом этапе сотрудничество будет осуществляться в следующих областях:

a) крупномасштабное взаимодействие океана и атмосферы, включая проведение лабораторных исследований, океанических экспериментов и математическое моделирование системы океан-атмосфера;

b) океанские течения планетарных масштабов и другие вопросы динамики океана;

c) геохимия и гидрохимия Мирового океана;

d) геологические и геофизические исследования Мирового океана, включая морское глубоководное бурение в научных целях;

e) биологическая продуктивность Мирового океана и биохимия функционирования отдельных организмов и биологического сообщества Мирового океана в целом;

f) интеркалибрация и стандартизация океанографической аппаратуры и методов.

Другие области сотрудничества могут быть добавлены по взаимному согласию.

Статья 3

Сотрудничество, предусмотренное в предыдущих статьях, может осуществляться в следующих формах:

a) совместное планирование, разработка и осуществление научно-исследовательских проектов и программ;

b) обмен учеными, специалистами и стажерами;

c) обмен научно-технической информацией, документацией и опытом, в том числе результатами национальных океанографических исследований;

d) проведение совместных конференции, совещаний и семинаров специалистов;

e) соответствующее участие обеих стран в мероприятиях многостороннего сотрудничества, проводимых международными научными организациями;

f) содействие обеими Сторонами, в соответствии с законодательством, правилами и инструкциями каждой страны и соответствующими двусторонними соглашениями, использованию соответствующих портовых возможностей обеих стран для обслуживания судов и снабжения, включая обеспечение условий для отдыха и для смены судового персонала, в связи с осуществлением совместных мероприятий по сотрудничеству.

Другие формы сотрудничества могут быть добавлены по взаимному согласию.

Статья 4

Исходя из целей настоящего Соглашения, Стороны будут соответствующим образом поощрять, способствовать и направлять развитие сотрудничества и прямых контактов между учреждениями, организациями и фирмами обеих стран, в том числе заключение между ними, когда это требуется, рабочих соглашений для осуществления конкретных проектов и программ в соответствии с настоящим Соглашением.

Статья 5

I. Для выполнения настоящего Соглашения будет создана Американо-Советская совместная комиссия по сотрудничеству в области исследования Мирового океана. Эта комиссия будет собираться, как правило, один раз в год, попеременно в Соединенных Штатах Америки и Советском Союзе, если не будет другой договоренности.

2. Совместная комиссия будет предпринимать такие действия, какие будут необходимы для эффективного выполнения настоящего Соглашения, включая, но не ограничиваясь этим,

утверждение конкретных проектов и программ сотрудничества; определение соответствующих учреждений и организаций, ответственных за осуществление совместных мероприятий по сотрудничеству, и подготовку, в случае необходимости, рекомендаций Сторонам.

3. Каждая Сторона определит свою Исполнительную организацию, ответственную за осуществление настоящего Соглашения. В период между заседаниями совместной комиссии Исполнительные организации будут поддерживать между собой связь и осуществлять общую координацию сотрудничества и наблюдение за выполнением совместных мероприятий по сотрудничеству, проводимых в соответствии с настоящим Соглашением.

Статья 6

Ничто в настоящем Соглашении не будет толковаться в ущерб другим соглашениям, заключенным между Сторонами, или обязательствам каждой из Сторон по отношению к другим международным океанографическим программам.

Статья 7

Каждая Сторона с согласия другой Стороны может пригласить третьи страны участвовать в совместных мероприятиях по сотрудничеству, проводимых в соответствии с настоящим Соглашением.

Статья 8

I. Настоящее Соглашение вступает в силу с момента его подписания и будет действовать в течение пяти лет. Оно может быть изменено или продлено по взаимному согласию Сторон.

TIAS 7651

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2. Прекращение действия настоящего Соглашения не будет затрагивать действия рабочих соглашений, заключенных в соответствии с настоящим Соглашением между заинтересованными учреждениями, организациями и фирмами обеих стран.

Совершено 19 июня 1973 года в городе Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских Социалистических
Республик

UNION OF SOVIET SOCIALIST REPUBLICS

Cooperation in Transportation

Agreement signed at Washington June 19, 1973;
Entered into force June 19, 1973.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON COOPERATION IN THE FIELD OF TRANSPORTATION

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

Recognizing the important role played by safe and efficient transportation systems in the development of all countries;

Considering that the improvement of existing transportation systems and techniques can benefit both of their peoples;

Believing that the combined efforts of the two countries in this field can contribute to more rapid and efficient solutions of transportation problems than would be possible through separate, parallel national efforts;

Desiring to promote the establishment of long-term and productive relationships between transportation specialists and institutions of both countries;

In pursuance and further development of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Fields of Science and Technology of May 24, 1972,[1] and in accordance with the Agreement on Exchanges and Cooperation in Scientific, Technical, Educational, Cultural and Other Fields of April 11, 1972,[2] and in accordance with the Agreement on Cooperation in the Field of Environmental Protection of May 23, 1972;[3]

Have agreed as follows:

[1] TIAS 7346; 23 UST 856.
[2] TIAS 7343; 23 UST 790.
[3] TIAS 7345; 23 UST 845.

ARTICLE 1

The Parties will develop and carry out cooperation in the field of transportation on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

This cooperation will be directed to the investigation and solution of specific problems of mutual interest in the field of transportation. Initially, cooperation will be implemented in the following areas:

a. Construction of bridges and tunnels, including problems of control of structure stress and fracture, and special construction procedures under cold climatic conditions.

b. Railway transport, including problems of rolling stock, track and roadbed, high speed traffic, automation, and cold weather operation.

c. Civil aviation, including problems of increasing efficiency and safety.

d. Marine transport, including technology of maritime shipping and cargo handling in seaports.

e. Automobile transport, including problems of traffic safety.

Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation provided for in the preceding Articles may take the following forms:

a. Exchange of scientists and specialists;

b. Exchange of scientific and technical information and documentation;

c. Convening of joint conferences, meetings and seminars; and

d. Joint planning, development and implementation of research programs and projects.

Other forms of cooperation may be added by mutual agreement.

ARTICLE 4

In furtherance of the aims of this Agreement, the Parties will, as appropriate, encourage, facilitate and monitor the development of cooperation and direct contacts between agencies, organizations and firms of the two countries, including the conclusion, as appropriate, of implementing agreements for carrying out specific projects and programs under this Agreement.

ARTICLE 5

1. For the implementation of this Agreement, there shall be established a US-USSR Joint Committee on Cooperation in Transportation. This Committee shall meet, as a rule, once a year, alternately in the United States and the Soviet Union, unless otherwise mutually agreed.

2. The Joint Committee shall take such action as is necessary for effective implementation of this Agreement including, but not limited to, approval of specific projects and programs of cooperation; designation of appropriate agencies and organizations to be responsible for carrying out cooperative activities; and making recommendations, as appropriate, to the Parties.

3. Each Party shall designate its Executive Agent which will be responsible for carrying out this Agreement. During the period between meetings of the Joint Committee, the Executive Agents shall maintain contact with each other, keep each other informed of activities and progress in implementing this Agreement, and coordinate and supervise the development and implementation of cooperative activities conducted under this Agreement.

ARTICLE 6

Nothing in this Agreement shall be interpreted to prejudice other agreements between the Parties or their respective rights and obligations under such other agreements.

ARTICLE 7

1. This Agreement shall enter into force upon signature and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of this Agreement shall not affect the validity of implementing agreements concluded under this Agreement between interested agencies, organizations and firms of the two countries.

DONE at Washington, this 19th day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

[1] William P. Rogers
[2] A. Gromyko

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области транспорта

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

сознавая важную роль, которую играют надежные и эффективные транспортные системы в развитии всех стран,

считая, что улучшение существующих транспортных систем и техники транспорта может принести пользу народам обеих стран,

полагая, что объединенные усилия двух стран в этой области могут способствовать более быстрому и эффективному решению транспортных проблем, нежели самостоятельная и параллельная разработка этих проблем каждой страной в отдельности,

желая содействовать установлению долгосрочных и продуктивных связей между специалистами и организациями обеих стран, работающих в области транспорта,

во исполнение и дальнейшее развитие Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области науки и техники от 24 мая 1972 года и в соответствии с Соглашением об обменах и сотрудничестве в области науки, техники, образования, культуры и в других областях от 11 апреля 1972 года и Соглашением о сотрудничестве в области охраны окружающей среды от 23 мая 1972 года,

согласились о нижеследующем:

Статья I

Стороны будут развивать и осуществлять сотрудничество в области транспорта на основе обоюдной выгоды, равенства и взаимности.

Статья 2

Это сотрудничество будет направлено на изучение и решение конкретных проблем в области транспорта, представляющих взаимный интерес. На первом этапе сотрудничество будет осуществляться в следующих областях:

a) строительство мостов и тоннелей, включая проблемы контроля напряженного состояния и разрушения сооружений, специальные методы строительства в холодных климатических условиях;

b) железнодорожный транспорт, включая проблемы подвижного состава, пути, высокоскоростного движения, автоматизации и эксплуатации в условиях холодного климата;

c) гражданская авиация, включая проблемы повышения эффективности и безопасности;

d) морской транспорт, включая технологию морских перевозок и переработку грузов в портах;

e) автомобильный транспорт, включая проблемы безопасности движения.

Другие области сотрудничества могут быть добавлены по взаимному согласию.

Статья 3

Сотрудничество, предусмотренное в предыдущих статьях, может осуществляться в следующих формах:

a) обмен учеными и специалистами;

b) обмен научно-технической информацией и документацией;

c) проведение совместных конференций, совещаний и семинаров;

d) совместное планирование, разработка и осуществление научно-исследовательских программ и проектов.

Другие формы сотрудничества могут быть добавлены по взаимному согласию.

Статья 4

Исходя из целей настоящего Соглашения, Стороны будут соответствующим образом поощрять, способствовать и направлять развитие сотрудничества и прямых контактов между учреждениями, организациями и фирмами обеих стран, в том числе заключение между ними, когда это требуется, рабочих соглашений для осуществления конкретных проектов и программ в соответствии с настоящим Соглашением.

Статья 5

I. Для выполнения настоящего Соглашения будет создана Американо-Советская совместная комиссия по сотрудничеству в области транспорта. Эта комиссия будет собираться, как правило, один раз в год попеременно в Соединенных Штатах Америки и Советском Союзе, если не будет другой договоренности.

2. Совместная комиссия будет предпринимать такие действия, какие будут необходимы для эффективного выполнения настоящего Соглашения, включая, но не ограничиваясь этим, утверждение конкретных проектов и программ сотрудничества; определение соответствующих учреждений и организаций, ответственных за осуществление совместных мероприятий по сотрудничеству, и подготовку, в случае необходимости, рекомендаций Сторонам.

3. Каждая Сторона определит свою Исполнительную организацию, ответственную за осуществление настоящего Соглашения. В период между заседаниями совместной комиссии Исполнительные организации будут поддерживать между собой связь, информировать друг друга о деятельности и достигнутых результатах по выполнению настоящего Соглашения, а также осуществлять общую координацию сотрудничества и наблюдение за выполнением совместных мероприятий по сотрудничеству, проводимых в соответствии с настоящим Соглашением.

Статья 6

Ничто в настоящем Соглашении не будет толковаться в ущерб другим соглашениям, заключенным между Сторонами, или их соответствующим правам и обязательствам, вытекающим из таких соглашений.

Статья 7

I. Настоящее Соглашение вступает в силу с момента его подписания и будет действовать в течение пяти лет. Оно может быть изменено или продлено по взаимному согласию Сторон.

2. Прекращение действия настоящего Соглашения не будет затрагивать действия рабочих соглашений, заключенных в соответствии с настоящим Соглашением между заинтересованными учреждениями, организациями и фирмами обеих стран.

Совершено I9 июня I973 года в городе Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских Социалистических
Республик

UNION OF SOVIET SOCIALIST REPUBLICS

Limitation of Strategic Offensive Arms: Basic Principles of Negotiations

Agreement signed at Washington June 21, 1973;
Entered into force June 21, 1973.

BASIC PRINCIPLES OF NEGOTIATIONS ON THE FURTHER LIMITATION OF STRATEGIC OFFENSIVE ARMS

The President of the United States of America, Richard Nixon, and the General Secretary of the Central Committee of the CPSU, L.I. Brezhnev,

Having thoroughly considered the question of the further limitation of strategic arms, and the progress already achieved in the current negotiations,

Reaffirming their conviction that the earliest adoption of further limitations of strategic arms would be a major contribution in reducing the danger of an outbreak of nuclear war and in strengthening international peace and security,

Have agreed as follows:

First. The two Sides will continue active negotiations in order to work out a permanent agreement on more complete measures on the limitation of strategic offensive arms, as well as their subsequent reduction, proceeding from the Basic Principles of Relations between the United States of America and the Union of Soviet Socialist Republics signed in Moscow on May 29, 1972, [1] and from the Interim Agreement between the United States of America and the Union of Soviet Socialist Republics of May 26, 1972 on Certain Measures with Respect to the Limitation of Strategic Offensive Arms. [2]

Over the course of the next year the two Sides will make serious efforts to work out the provisions of the permanent agreement on more complete measures on the limitation of strategic offensive arms with the objective of signing it in 1974.

Second. New agreements on the limitation of strategic offensive armaments will be based on the principles of the American-Soviet documents adopted in Moscow in May 1972 and the agreements reached in Washington in June 1973; and in particular, both Sides will be guided by the recognition of each other's equal security interests and by the recognition that efforts to obtain unilateral advantage, directly or indirectly, would be inconsistent with the strengthening of peaceful relations between the United States of America and the Union of Soviet Socialist Republics.

Third. The limitations placed on strategic offensive weapons can apply both to their quantitative aspects as well as to their qualitative improvement.

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[1] *Department of State Bulletin*, June 26, 1972, p. 898.
[2] TIAS 7504; 23 UST 3462.

Fourth. Limitations on strategic offensive arms must be subject to adequate verification by national technical means.

Fifth. The modernization and replacement of strategic offensive arms would be permitted under conditions which will be formulated in the agreements to be concluded.

Sixth. Pending the completion of a permanent agreement on more complete measures of strategic offensive arms limitation, both Sides are prepared to reach agreements on separate measures to supplement the existing Interim Agreement of May 26, 1972.

Seventh. Each Side will continue to take necessary organizational and technical measures for preventing accidental or unauthorized use of nuclear weapons under its control in accordance with the Agreement of September 30, 1971 between the United States of America and the Union of Soviet Socialist Republics. [1]

Washington, June 21, 1973

FOR THE UNITED STATES OF AMERICA:

[2]

President of the United States of America

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

[3]

General Secretary of the Central Committee, CPSU

[1] TIAS 7186; 22 UST 1590.
[2] Richard Nixon
[3] L. I. Brezhnev

ОСНОВНЫЕ ПРИНЦИПЫ
ПЕРЕГОВОРОВ О ДАЛЬНЕЙШЕМ ОГРАНИЧЕНИИ
СТРАТЕГИЧЕСКИХ НАСТУПАТЕЛЬНЫХ ВООРУЖЕНИЙ

Президент Соединенных Штатов Америки Ричард Никсон и Генеральный секретарь Центрального Комитета КПСС Л.И.Брежнев,

всесторонне рассмотрев вопрос о дальнейшем ограничении стратегических вооружений и прогресс, уже достигнутый в ведущихся переговорах,

подтверждая свою убежденность в том,что принятие как можно скорее дальнейших мер по ограничению стратегических вооружений явилось бы крупным вкладом в дело уменьшения опасности возникновения ядерной войны и укрепления международного мира и безопасности,

договорились о следующем:

Первое. Стороны продолжат активные переговоры, с тем чтобы выработать постоянное соглашение о более полных мерах по ограничению стратегических наступательных вооружений, а также их последующему сокращению, исходя из Основ взаимоотношений между США и СССР, подписанных в Москве 29 мая 1972 года, и из Временного соглашения между США и СССР от 26 мая 1972 года о некоторых мерах в области ограничения стратегических наступательных вооружений.

В течение года Стороны предпримут серьезные усилия для выработки положений постоянного соглашения о более полных мерах по ограничению стратегических наступательных вооружений с целью его подписания в 1974 году.

Второе. Новые соглашения по ограничению стратегических наступательных вооружений будут основываться на принципах американо-советских документов, принятых в Москве в мае 1972 года, и соглашений, достигнутых в Вашингтоне в июне 1973 года, и в особенности Стороны будут руководствоваться признанием интересов равной безопасности друг друга и признанием того, что попытки получения односторонних преимуществ, прямо или косвенно, были бы несовместимы с укреплением отношений мира между США и СССР.

Третье. Ограничения, налагаемые на стратегические наступательные вооружения, могут касаться как их количественной стороны, так и их качественного совершенствования.

Четвертое. Ограничения на стратегические наступательные вооружения должны подвергаться соответствующему контролю национальными техническими средствами.

Пятое. Модернизация и замена стратегических наступательных вооружений разрешались бы с соблюдением условий, которые будут сформулированы в заключаемых соглашениях.

Шестое. Впредь до достижения постоянного соглашения о более полных мерах ограничения стратегических наступательных вооружений Стороны готовы заключать соглашения по отдельным мерам в дополнение к существующему Временному соглашению от 26 мая 1972 года.

Седьмое. Каждая из Сторон будет также и в дальнейшем принимать необходимые организационные и технические меры по предотвращению случайного или несанкционированного применения ядерного оружия, находящегося под ее контролем, в соответствии с Соглашением между США и СССР от 30 сентября 1971 года.

г.Вашингтон, 21 июня 1973 года

За Соединенные Штаты Америки

Президент Соединенных Штатов Америки

За Союз Советских Социалистических Республик

Генеральный секретарь ЦК КПСС

TIAS 7653

30-236 O - 75 - 17

UNION OF SOVIET SOCIALIST REPUBLICS

Prevention of Nuclear War

Agreement signed at Washington June 22, 1973;
Entered into force June 22, 1973.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS ON THE PREVENTION OF NUCLEAR WAR

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Guided by the objectives of strengthening world peace and international security,

Conscious that nuclear war would have devastating consequences for mankind,

Proceeding from the desire to bring about conditions in which the danger of an outbreak of nuclear war anywhere in the world would be reduced and ultimately eliminated,

Proceeding from their obligations under the Charter of the United Nations regarding the maintenance of peace, refraining from the threat or use of force, and the avoidance of war, and in conformity with the agreements to which either Party has subscribed,

Proceeding from the Basic Principles of Relations between the United States of America and the Union of Soviet Socialist Republics signed in Moscow on May 29, 1972, [1]

Reaffirming that the development of relations between the United States of America and the Union of Soviet Socialist Republics is not directed against other countries and their interests,

Have agreed as follows:

[1] *Department of State Bulletin*, June 26, 1972, p. 898.

ARTICLE I

The United States and the Soviet Union agree that an objective of their policies is to remove the danger of nuclear war and of the use of nuclear weapons.

Accordingly, the Parties agree that they will act in such a manner as to prevent the development of situations capable of causing a dangerous exacerbation of their relations, as to avoid military confrontations, and as to exclude the outbreak of nuclear war between them and between either of the Parties and other countries.

ARTICLE II

The Parties agree, in accordance with Article I and to realize the objective stated in that Article, to proceed from the premise that each Party will refrain from the threat or use of force against the other Party, against the allies of the other Party and against other countries, in circumstances which may endanger international peace and security. The Parties agree that they will be guided by these considerations in the formulation of their foreign policies and in their actions in the field of international relations.

ARTICLE III

The Parties undertake to develop their relations with each other and with other countries in a way consistent with the purposes of this Agreement.

ARTICLE IV

If at any time relations between the Parties or between either Party and other countries appear to involve the risk of a nuclear conflict, or if relations between countries not parties to this Agreement appear to involve the risk of nuclear war between the United States of America and the Union of Soviet Socialist Republics or between either Party and other countries, the United States and the Soviet Union, acting in accordance with the provisions of this Agreement, shall immediately enter into urgent consultations with each other and make every effort to avert this risk.

ARTICLE V

Each Party shall be free to inform the Security Council of the United Nations, the Secretary General of the United Nations and the Governments of allied or other countries of the progress and outcome of consultations initiated in accordance with Article IV of this Agreement.

ARTICLE VI

Nothing in this Agreement shall affect or impair:

(a) the inherent right of individual or collective self-defense as envisaged by Article 51 of the Charter of the United Nations, [1]

[1] TS 993; 59 Stat. 1044.

(b) the provisions of the Charter of the United Nations, including those relating to the maintenance or restoration of international peace and security, and

(c) the obligations undertaken by either Party towards its allies or other countries in treaties, agreements, and other appropriate documents.

ARTICLE VII

This Agreement shall be of unlimited duration.

ARTICLE VIII

This Agreement shall enter into force upon signature.

DONE at Washington on June 22, 1973, in two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Richard Nixon [1]

President of the United States of America

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

Л. Брежнев [2]

General Secretary of the Central Committee, CPSU

[1] Richard Nixon
[2] L. I. Brezhnev

СОГЛАШЕНИЕ
между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о предотвращении ядерной войны

Соединенные Штаты Америки и Союз Советских Социалистических Республик, ниже именуемые Сторонами,

руководствуясь целями упрочения всеобщего мира и международной безопасности,

сознавая, что ядерная война имела бы опустошительные последствия для человечества,

исходя из желания создать условия, при которых опасность возникновения где бы то ни было в мире ядерной войны была бы уменьшена и в конечном итоге устранена,

исходя из своих обязательств по Уставу ООН поддерживать мир, воздерживаться от угрозы силой или ее применения и избегать войны, и в соответствии с соглашениями, подписанными каждой из Сторон,

исходя из Основ взаимоотношений между Соединенными Штатами Америки и Союзом Советских Социалистических Республик, подписанных в Москве 29 мая 1972 года,

подтверждая, что развитие отношений между США и СССР не направлено против других стран и их интересов,

согласились о нижеследующем:

Статья I

Соединенные Штаты и Советский Союз соглашаются, что целью их политики является устранение опасности ядерной войны и применения ядерного оружия.

В соответствии с этим Стороны соглашаются, что они будут действовать так, чтобы предотвратить возникновение ситуаций, способных вызвать опасное обострение их отношений, избежать военных конфронтаций и чтобы исключить возникновение ядерной войны между ними и между каждой из Сторон и другими странами.

Статья П

Стороны соглашаются, в соответствии со Статьей I и во исполнение указанной в этой Статье цели, исходить из того, что каждая Сторона будет воздерживаться от угрозы силой или ее применения против другой Стороны, против союзников другой Стороны и против других стран в обстоятельствах, которые могут поставить под угрозу международный мир и безопасность. Стороны соглашаются, что они будут руководствоваться этими соображениями при формулировании своей внешней политики и в своих действиях в области международных отношений.

Статья Ш

Стороны обязуются развивать свои отношения друг с другом и с другими странами таким образом, чтобы это соответствовало целям настоящего Соглашения.

Статья IУ

Если в какой-то момент отношения между Сторонами или между каждой из Сторон и другими странами будут выглядеть как влекущие риск ядерного конфликта или если отношения между странами, не являющимися участниками настоящего Соглашения, будут выглядеть как влекущие риск ядерной войны между США и СССР или между каждой из Сторон и другими странами, Соединенные Штаты и Советский Союз, действуя в соответствии с положениями настоящего Соглашения, незамедлительно приступят к срочным консультациям друг с другом и предпримут все усилия для предотвращения этого риска.

Статья У

Каждая Сторона будет свободна информировать Совет Безопасности ООН, Генерального Секретаря ООН и правительства союзных или других стран о ходе и результатах консультаций, предпринимаемых в соответствии со Статьей IУ настоящего Соглашения.

Статья УI

Ничто в настоящем Соглашении не должно затрагивать или ослаблять:

а) неотъемлемого права на индивидуальную или коллективную самооборону, предусматриваемого Статьей 5I Устава ООН;

б) положений Устава ООН, включая те, которые относятся к поддержанию или восстановлению международного мира и безопасности; и

в) обязательств, принятых каждой из Сторон по отношению к своим союзникам или другим странам по договорам, соглашениям и другим соответствующим документам.

Статья УП

Настоящее Соглашение является бессрочным.

Статья УШ

Настоящее Соглашение вступает в силу с момента его подписания.

Совершено 22 июня 1973 года в городе Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Соединенные Штаты Америки

Президент
Соединенных Штатов Америки

За Союз Советских Социалистических Республик

Генеральный секретарь
ЦК КПСС

UNION OF SOVIET SOCIALIST REPUBLICS

Atomic Energy: Scientific and Technical Cooperation for Peaceful Uses

Agreement signed at Washington June 21, 1973;
Entered into force June 21, 1973.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON SCIENTIFIC AND TECHNICAL COOPERATION
IN THE FIELD OF PEACEFUL USES OF ATOMIC ENERGY

The United States of America and the Union of Soviet Socialist Republics;

Attaching great importance to the problem of satisfying the rapidly growing energy demands in both countries as well as in other countries of the world;

Desiring to combine the efforts of both countries toward the solution of this problem through the development of highly efficient energy sources;

Recognizing that solutions to this problem may be found in more rapid development of certain nuclear technologies already under study, such as controlled thermonuclear fusion and fast breeder reactors, as well as in additional basic research on the fundamental properties of matter;

Noting with satisfaction the successful results of previous cooperation between the Parties in the field of peaceful uses of atomic energy;

Wishing to establish a more stable and long-term basis for cooperation in this field for the benefit of both their peoples and of all mankind;

In accordance with and in further development of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Fields of Science and Technology of May 24, 1972;[1] the Memorandum on Cooperation in the Peaceful Uses of Atomic Energy of September 28, 1972 between the U. S. Atomic Energy Commission and the USSR State Committee for the Utilization of Atomic Energy;[2] and the General Agreement between the United States of America and the Union of Soviet Socialist Republics on Contacts, Exchanges and Cooperation of June 19, 1973;[3]

Have agreed as follows:

ARTICLE 1

The Parties will expand and strengthen their cooperation in research, development and utilization of nuclear energy, having as a primary objective the development of new energy sources. This cooperation will be carried out on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2

1. Cooperation will be concentrated in the following three areas:

a. Controlled thermonuclear fusion.

The aim of cooperation in this area is the eventual development of prototype and demonstration-scale thermonuclear reactors. Cooperation may include theoretical, calculational, experimental and design-construction studies at all stages up to industrial-scale operations.

[1] TIAS 7346; 23 UST 856.
[2] Not printed.
[3] TIAS 7649; *ante*, p. 1395.

b. Fast breeder reactors.

Cooperation in this area will be directed toward finding solutions to mutually agreed basic and applied problems connected with the design, development, construction and operation of nuclear power plants utilizing fast breeder reactors.

c. Research on the fundamental properties of matter.

Cooperation in this area will include joint theoretical and experimental studies on mutually agreed subjects, and particularly in high, medium and low energy physics, through utilization of accelerators, data processing equipment and other facilities of the two countries. Cooperation may also be undertaken on the design, planning and construction of joint facilities to be used in this area of research.

2. Further details of cooperation in each of these three areas will be arranged through individual implementing protocols.

3. Other areas of cooperation may be added by mutual agreement.

4. Cooperation under this Agreement shall be in accordance with the laws of the respective countries.

ARTICLE 3

1. Cooperation provided for in the preceding Articles may take the following forms:

a. Establishment of working groups of scientists and engineers for design and execution of joint projects;

b. Joint development and construction of experiments, pilot installations and equipment;

c. Joint work by theoretical and experimental scientists in appropriate research centers of the two countries;

d. Organization of joint consultations, seminars and panels;

e. Exchanges of appropriate instrumentation, equipment and construction materials;

f. Exchanges of scientists and specialists; and

g. Exchanges of scientific and technical information, documentation and results of research.

2. Other forms of cooperation may be added by mutual agreement.

ARTICLE 4

In furtherance of the aims of this Agreement, the Parties will, as appropriate, encourage, facilitate and monitor the development of cooperation and direct contacts between organizations and institutions of the two countries, including the conclusion, as appropriate, of implementing protocols and contracts for carrying out cooperative activities under this Agreement.

ARTICLE 5

1. For the implementation of this Agreement, there shall be established a US-USSR Joint Committee on Cooperation in the Peaceful Uses of Atomic Energy. Meetings will be convened once a year in the United States and the Soviet Union alternately, unless otherwise mutually agreed.

2. The Joint Committee shall take such action as is necessary for effective implementation of this Agreement including, but not limited to, approval of specific projects and programs of cooperation; designation of appropriate participating organizations and institutions responsible for carrying out cooperative activities; and making recommendations, as appropriate, to the two Governments.

3. The Executive Agents of this Agreement shall be, for the United States of America, the U.S. Atomic Energy Commission, and for the Union of Soviet Socialist Republics, the USSR State Committee for the Utilization of Atomic Energy. The Executive Agents, on their respective sides, shall be responsible for the operation of the Joint Committee and shall coordinate and supervise the development and implementation of cooperative activities conducted under this Agreement.

ARTICLE 6

Nothing in this Agreement shall be interpreted to prejudice other agreements concluded between the Parties.

ARTICLE 7

1. This Agreement shall enter into force upon signature and shall remain in force for ten years. It may be modified or extended by mutual agreement of the Parties.

2. The termination of this Agreement shall not affect the validity of implementing protocols and contracts concluded under this Agreement between interested organizations and institutions of the two countries.

DONE at Washington, this 21st day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE
UNITED STATES OF AMERICA:

[1]

President of the
United States of America

FOR THE UNION
OF SOVIET SOCIALIST REPUBLICS:

[2]

General Secretary of the
Central Committee, CPSU

[1] Richard Nixon
[2] L. I. Brezhnev

СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о научно-техническом сотрудничестве в области мирного использования атомной энергии

Соединенные Штаты Америки и Союз Советских Социалистических Республик,

придавая большое значение проблеме удовлетворения быстро растущих энергетических потребностей в обеих странах, как и в других странах мира,

стремясь объединить усилия обеих стран для решения этой проблемы путем разработки высокоэффективных источников энергии,

признавая, что решение этой проблемы может быть найдено в ускоренном развитии ряда направлений ядерной техники, по которым уже ведутся исследования, таких как управляемый термоядерный синтез и реакторы-размножители на быстрых нейтронах, а также дальнейшие фундаментальные исследования основных свойств материи,

с удовлетворением отмечая успешные результаты предшествовавшего сотрудничества между обеими Сторонами в области мирного использования атомной энергии,

желая поставить сотрудничество в этой области на более стабильную и долгосрочную основу на благо народов обеих стран и всего человечества,

в соответствии и в развитие Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области науки и техники от 24 мая 1972 года, Меморандума о сотрудничестве в области мирного использования атомной энергии между Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР от 28 сентября 1972 года и Общего соглашения между Соединенными

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Штатами Америки и Союзом Советских Социалистических Республик о контактах, обменах и сотрудничестве от 19 июня 1973 года,

согласились о нижеследующем:

Статья I

Стороны будут расширять и углублять сотрудничество в области исследования, разработки и освоения ядерной энергии, имея в качестве первостепенной цели разработку новых источников энергии. Такое сотрудничество будет осуществляться на основе обоюдной выгоды, равенства и взаимности.

Статья 2

I. Сотрудничество будет сосредоточено в следующих трех областях:

a) Управляемый термоядерный синтез.

Целью сотрудничества в этой области является разработка в конечном итоге прототипов и демонстрационных термоядерных реакторов. Сотрудничество может включать теоретические, расчетные, экспериментальные и проектно-конструкторские исследования на всех стадиях вплоть до промышленного использования.

b) Реакторы-размножители на быстрых нейтронах.

Сотрудничество в этой области будет направлено на решение взаимно согласованных фундаментальных и прикладных проблем, связанных с разработкой, проектированием, конструированием и эксплуатацией атомных электростанций с реакторами-размножителями на быстрых нейтронах.

c) Исследование фундаментальных свойств материи.

Сотрудничество в этой области будет включать совместные теоретические и экспериментальные исследования по взаимно согласованным темам и, в частности, в области физики высоких, средних и низких энергий путем использования ускорителей, оборудования для обработки экспериментальных данных и других установок обеих

стран. Сотрудничество также может осуществляться в проектировании, планировании и сооружении совместных установок для использования в этой области исследований.

2. Дальнейшие детали сотрудничества в каждой из перечисленных трех областей будут согласованы путем заключения отдельных рабочих протоколов.

3. Другие области сотрудничества могут быть добавлены по взаимному согласию.

4. Сотрудничество по настоящему Соглашению будет осуществляться в соответствии с законами соответствующих стран.

Статья 3

I. Сотрудничество, предусмотренное в предыдущих статьях, может осуществляться в следующих формах:

a) Создание рабочих групп из ученых и инженеров для разработки и осуществления совместных проектов;

b) Совместная разработка и создание опытных стендов, установок и оборудования;

c) Совместные работы теоретиков и исследователей-экспериментаторов в соответствующих научных центрах обеих стран;

d) Проведение совместных консультаций, семинаров и рабочих совещаний;

e) Обмен соответствующими образцами приборов, оборудования и конструкционных материалов;

f) Обмен учеными и специалистами;

g) Обмен научно-технической информацией, документацией и результатами исследований.

2. Другие формы сотрудничества могут быть добавлены по взаимному согласию.

Статья 4

Исходя из целей настоящего Соглашения, Стороны будут соответствующим образом поощрять, способствовать и направлять развитие сотрудничества и прямых контактов между организациями и учреждениями обеих стран, в том числе заключение, когда это требуется, рабочих протоколов и контрактов для осуществления совместных мероприятий по сотрудничеству в соответствии с настоящим Соглашением.

Статья 5

I. Для выполнения настоящего Соглашения будет создана Американо-Советская совместная комиссия по сотрудничеству в области мирного использования атомной энергии. Ее заседания будут проводиться один раз в год в Соединенных Штатах Америки и Советском Союзе попеременно, если не будет другой договоренности.

2. Совместная комиссия будет предпринимать такие действия, какие будут необходимы для эффективного выполнения настоящего Соглашения, включая, но не ограничиваясь этим, утверждение конкретных проектов и программ сотрудничества; определение соответствующих участвующих организаций и учреждений, ответственных за осуществление совместных мероприятий по сотрудничеству, и подготовку, в случае необходимости, рекомендаций обоим Правительствам.

3. Исполнительными организациями по данному Соглашению будут: для Соединенных Штатов Америки - Комиссия по атомной энергии США, для Союза Советских Социалистических Республик - Государственный комитет по использованию атомной энергии СССР. Исполнительные организации каждая со своей стороны будут отвечать за деятельность совместной комиссии и будут осуществлять общую координацию сотрудничества и наблюдение за выполнением совместных мероприятий по сотрудничеству, проводимых в соответствии с настоящим Соглашением.

Статья 6

Ничто в настоящем Соглашении не будет толковаться в ущерб другим соглашениям, заключенным между Сторонами.

Статья 7

I. Настоящее Соглашение вступает в силу с момента его подписания и будет действовать в течение десяти лет. Оно может быть изменено или продлено по взаимному согласию Сторон.

2. Истечение срока действия настоящего Соглашения не будет затрагивать действия рабочих протоколов и контрактов, заключенных в соответствии с настоящим Соглашением между заинтересованными учреждениями и организациями обеих стран.

Совершено 21 июня 1973 года в городе Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Соединенные Штаты Америки

Президент
Соединенных Штатов Америки

За Союз Советских Социалистических Республик

Генеральный секретарь
ЦК КПСС

UNION OF SOVIET SOCIALIST REPUBLICS

US–USSR Chamber of Commerce

Protocol signed at Washington June 22, 1973;
Entered into force June 22, 1973.

PROTOCOL

Considering the interest expressed by United States companies and Soviet foreign trade organizations in the development of organizational arrangements for increased cooperation, and

Recognizing that such increased cooperation would contribute to the promotion of contacts between businessmen of the USA and the USSR, which in turn would assist in the development of mutually beneficial trade between the two countries,

The Secretary of Commerce of the USA will meet at an early date with members of the United States business and financial community to discuss the desirability of establishing in the United States private sector a US-USSR Chamber of Commerce. The Minister of Foreign Trade of the USSR will continue similar consultations with Soviet foreign trade and other organizations.

The results of these consultations shall be reported promptly to the Joint US-USSR Commercial Commission.

DONE at Washington, this 22nd day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George P. Shultz
Secretary of the Treasury

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

Nikolai S. Patolichev
Minister of Foreign Trade

ПРОТОКОЛ

Учитывая интерес, проявляемый компаниями Соединенных Штатов и советскими внешнеторговыми организациями в выработке организационных мероприятий, направленных на расширение сотрудничества, и

Признавая, что такое расширение сотрудничества способствовало бы улучшению контактов между деловыми людьми США и СССР, что в свою очередь помогло бы развитию взаимовыгодной торговли между двумя странами,

Министр торговли США будет иметь в ближайшее время встречу с представителями деловых и финансовых кругов Соединенных Штатов с целью обсуждения желательности учреждения частным сектором Соединенных Штатов Американо-Советской торговой палаты.

Министр внешней торговли СССР продолжит аналогичные консультации с советскими внешнеторговыми и другими организациями.

Результаты этих консультаций будут незамедлительно сообщены американо-советской Комиссии по вопросам торговли.

Совершено в Вашингтоне 22 июня 1973 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов
Америки

Джордж П.Шульц
Министр финансов

За Правительство
Союза Советских Социалистических
Республик

Н.С.Патоличев
Министр внешней торговли

UNION OF SOVIET SOCIALIST REPUBLICS

Commercial Facilities

Protocol signed at Washington June 22, 1973;
Entered into force June 22, 1973.

PROTOCOL

In the interests of strengthening their commercial and economic ties, the Government of the USA and the Government of the USSR undertook in the Agreement between the Government of the USA and the Government of the USSR Regarding Trade signed in October 1972, [1] to cooperate in the expansion and improvement of their commercial facilities in Moscow and Washington.

In accordance with that undertaking representatives of the Soviet Government and the US Embassy in Moscow have this week contracted for new facilities at a convenient location which will enable the Office of the Commercial Counselor of the USA to provide more effective services to US businessmen seeking assistance in their commercial pursuits with appropriate USSR organizations.

The US Government facilitated the acquisition by the USSR earlier this year of a building at a convenient location in Washington for use as the Office of the Commercial Counselor of the USSR.

The Government of the USSR has also informed the Government of the USA that, in connection with the Agreement Regarding Trade, it has issued accreditation to establish representations in Moscow to the following US business and financial organizations:

Pullman Incorporated

Occidental Petroleum Corporation

The Chase Manhattan Bank, N. A.

General Electric Company

International Harvester Company

Caterpillar Tractor Company

[1] Signed Oct. 18, 1972. *Department of State Bulletin*, Nov. 20, 1972, p. 595.

Hewlett-Packard Company

Engelhard Minerals & Chemicals Corporation

Bank of America

First National City Bank

Requests by additional US firms for accreditation in Moscow are now under consideration by Soviet authorities.

Consistent with Article 5 of the Agreement Regarding Trade, the Government of the USA and the Government of the USSR have also agreed today to undertake immediate preparations for mutually satisfactory arrangements to enlarge their commercial staffs in each other's country. A Trade Representation of the USSR in Washington and a Commercial Office of the USA in Moscow will simultaneously be opened as soon as possible and in any event not later than October 31st of this year.

DONE at Washington, this 22nd day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

George P. Shultz [1]

George P. Shultz
Secretary of the Treasury

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

Nikolai S. Patolichev
Minister of Foreign Trade

[1] George P. Schultz
[2] N. S. Patolichev

ПРОТОКОЛ

В интересах укрепления торговых и экономических связей Правительство США и Правительство СССР в соответствии с Соглашением между Правительством США и Правительством СССР о торговле, подписанным в октябре 1972 года, взяли обязательство сотрудничать в решении вопроса о расширении и улучшении условий для коммерческой деятельности в Москве и Вашингтоне.

В соответствии с этим обязательством представители Посольства США в Москве и Правительства СССР на этой неделе договорились о предоставлении нового помещения в удобном месторасположении, которое позволит Аппарату Торгового советника США оказывать более эффективную помощь американским бизнесменам, которым необходимо содействие в их торговых отношениях с соответствующими организациями СССР.

Правительство США в начале этого года оказало содействие в приобретении СССР здания в Вашингтоне в удобном месторасположении для Аппарата Торгового советника СССР.

Правительство СССР информировало также Правительство США о том, что в связи с Соглашением о торговле были выданы разрешения на открытие в Москве представительств следующих деловых и финансовых организаций США:

- "Пульман Инкорпорейтед",
- "Оксидентал петролеум Корпорейшн",
- "Чейз Манхэттен бэнк Н.А.",
- "Дженерал электрик Компани",
- "Интернешнл харвестер Компани",
- "Катерпиллер трактор Компани",
- "Хьюлет Паккард Компани",
- "Энгельгард минерал энд кэмикал Корпорейшн",
- "Бэнк оф Америка",
- "Ферст нешнл сити бэнк".

Просьбы других американских компаний об открытии их представительств в Москве в настоящее время находятся на рассмотрении соответствующих советских властей.

На основе статьи 5 упомянутого Соглашения о торговле Правительство США и Правительство СССР также договорились сегодня принять срочные взаимоудовлетворяющие меры по увеличению численности своих торговых аппаратов в другой стране соответственно. Коммерческое бюро США в Москве и Торговое Представительство СССР в Вашингтоне будут открыты одновременно в возможно короткие сроки, но в любом случае не позднее 31 октября текущего года.

Совершено в Вашингтоне 22 июня 1973 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов
Америки

Джордж П.Шульц
Министр финансов

За Правительство
Союза Советских Социалистических
Республик

Н.С.Патоличев
Министр внешней торговли

UNION OF SOVIET SOCIALIST REPUBLICS

Air Transport Services

Protocol amending the agreement of November 4, 1966, as amended.
Signed at Washington June 23, 1973;
Entered into force June 23, 1973.

PROTOCOL BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON QUESTIONS RELATING TO THE EXPANSION OF AIR SERVICES

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

In keeping with paragraph 7 of the Basic Principles of Relations Between the United States of America and the Union of Soviet Socialist Republics signed at Moscow on May 29, 1972,[1]

Desiring to foster expanded communications between the two countries on a mutual basis,

Recognizing the role which air transportation can play in this connection, and

Pursuant to Article 16 of the Civil Air Transport Agreement between the two Governments of November 4, 1966,[2]

Have agreed as follows:

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[1] *Department of State Bulletin*, June 26, 1972, p. 898.
[2] TIAS 6135, 6489, 7287, 7609; 17 UST 1916, 1936; 19 UST 4848; 23 UST 158; *ante*, p. 981.

ARTICLE 1

The existing agreed services under the Civil Air Transport Agreement between New York and Moscow are to be expanded to include services for the designated airline of the United States from New York to Leningrad and for the designated airline of the USSR from Moscow to Washington.

ARTICLE 2

In view of the increasing traffic between the two countries, the existing arrangements under the Civil Air Transport Agreement relating to flight frequencies are to be amended to allow increases in frequency of service.

ARTICLE 3

The foregoing and other related amendments of the Civil Air Transport Agreement are incorporated in the attached Annex which supersedes the existing Annex to that Agreement.

This Protocol shall enter into force upon signature.

DONE at Washington, this 23rd day of June, 1973, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

[1] Claude S. Brinegar
[2] B. P. Bugayev

ANNEX

1. The Government of the Union of Soviet Socialist Republics entrusts the Ministry of Civil Aviation of the USSR with responsibility for the operation of the agreed services on the routes specified in Table I of this Annex, which in turn designates for this purpose the General Department of International Air Services (Aeroflot Soviet Airlines).

2. The Government of the United States of America designates Pan American World Airways, Inc., to operate the agreed services on the routes specified in Table II of this Annex.

3. Each designated airline shall have the following rights in the operation of the agreed services on the respective routes specified in Tables I and II of this Annex:

(1) The right to land for technical and commercial purposes at the terminal point of the agreed route in the territory of the other Contracting Party, as well as to use alternative airports and flight facilities in that territory for these purposes;

(2) The right to discharge passengers, baggage, cargo and mail in the territory of the other Contracting Party, but without the right to discharge passengers, baggage, cargo and mail coming from any intermediate point in a third country on the given route, except for passengers and their accompanied baggage which have been disembarked at that intermediate point by the designated airline and subsequently reembarked during the validity of the ticket (but in no event later than one year from the date of disembarkation) and which are moving under a passenger ticket and baggage check

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providing for transportation on scheduled flights on each segment of the route between the two Contracting Parties; and

(3) The right to pick up passengers, baggage, cargo and mail in the territory of the other Contracting Party, but without the right to pick up passengers, baggage, cargo and mail destined for any intermediate point in a third country on the given route, except for passengers and their accompanied baggage which are to be disembarked at that intermediate point and subsequently re-embarked by the designated airline during the validity of the ticket (but in no event later than one year from the date of disembarkation) and which are moving under a passenger ticket and baggage check providing for transportation on scheduled flights on each segment of the route between the two Contracting Parties.

4. In addition to the rights specified in paragraph 3 above, each designated airline shall have the right, subject to paragraph 5 below, to pick up and discharge passengers, baggage, cargo and mail in the territory of the other Contracting Party which are to be discharged or have been picked up at any intermediate point in a third country on the given route.

5. Each designated airline may operate up to two roundtrip flights per week through March 31, 1974, up to three roundtrip flights per week during the 1974 summer traffic season (April 1, 1974 - October 31, 1974), up to two roundtrip flights per week during the 1974/75 winter traffic season (November 1, 1974 - March 31, 1975), and thereafter such number of flights as is subsequently agreed between the Contracting Parties. The designated airline of the United States may exercise the right specified in paragraph 4 above on all its flights. The designated

airline of the Soviet Union may exercise the right specified in paragraph 4 above on one of its flights.

6. The intermediate points referred to in Table I of this Annex shall be any two of the following: Amsterdam, Copenhagen, Paris, London, Frankfurt, and Brussels; and the intermediate points referred to in Table II shall be any two of the following: London, Amsterdam, Frankfurt, Copenhagen, Brussels and Paris. At the beginning of each summer and winter traffic season, each designated airline may change from one combination of two intermediate points to another combination of two intermediate points for that season. No more than one intermediate point may be served on each flight. The intermediate point or points may, at the option of each designated airline, be omitted on any or all flights.

7. Each designated airline may make a change of gauge at any intermediate point in Europe listed in paragraph 6 above provided that:

(1) carriage beyond the point of change of gauge will be performed by a single aircraft of capacity equal to or less (in the case of services outbound from the homeland) or equal to or more (in the case of services inbound to the homeland) than that of the arriving aircraft, and

(2) aircraft for such beyond carriage will be scheduled only in coincidence with the incoming aircraft (with the same flight number) to insure true and genuine continuing service.

AGREED SERVICES

TABLE I

For the Union of Soviet Socialist Republics:

Moscow to New York or Washington (Dulles) and return, via the intermediate points listed in paragraph 6 of the Annex. New York and Washington will be served on separate flights. Technical stops will be limited to those listed in Article II of the Supplementary Agreement, as amended.[1]

TABLE II

For the United States of America:

New York to Leningrad or Moscow, and return, via the intermediate points listed in paragraph 6 of the Annex. Leningrad and Moscow will be served on separate flights. Technical stops will be limited to those listed in Article II of the Supplementary Agreement, as amended.

[1] TIAS 6135, 6489; 17 UST 1936; 19 UST 4848.

ПРОТОКОЛ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик по вопросам расширения сотрудничества в области воздушных сообщений

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

руководствуясь положениями пункта 7 Основ взаимоотношений между Соединенными Штатами Америки и Союзом Советских Социалистических Республик, подписанных в Москве 29 мая 1972 года,

желая способствовать расширению связей между двумя странами на взаимной основе,

признавая значение воздушного транспорта в этом отношении, и

в соответствии со Статьей 16 Соглашения между двумя Правительствами о воздушном сообщении от 4 ноября 1966 года,

договорились о нижеследующем:

Статья 1

Действующие по Соглашению о воздушном сообщении договорные линии между Нью-Йорком и Москвой дополняются линиями для назначенного авиапредприятия США между Нью-Йорком и Ленинградом и для назначенного авиапредприятия СССР между Москвой и Вашингтоном.

Статья 2

Учитывая возрастающий объем перевозок между двумя странами, существующая в Соглашении о воздушном сообщении договоренность о частоте полетов изменяется в сторону ее увеличения.

Статья 3

Вышеуказанные и другие изменения, относящиеся к Соглашению о воздушном сообщении, отражены в Приложении к данному Протоколу, которое заменяет действующее Приложение к этому Соглашению.

Протокол вступает в силу с момента его подписания.

Совершено 23 июня 1973 года, в Вашингтоне в двух экземплярах, на английском и русском языках, причем оба текста имеют одинаковую силу.

ЗА ПРАВИТЕЛЬСТВО
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

ЗА ПРАВИТЕЛЬСТВО СОЮЗА
СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ
РЕСПУБЛИК

ПРИЛОЖЕНИЕ

I. Правительство Союза Советских Социалистических Республик возлагает эксплуатацию договорных линий по маршрутам, указанным в Таблице I настоящего Приложения, на Министерство гражданской авиации СССР, которое назначает для этой цели Центральное управление международных воздушных сообщений (Аэрофлот, Советские авиалинии).

2. Правительство Соединенных Штатов Америки назначает для эксплуатации договорных линий по маршруту в Таблице 2 настоящего Приложения Пан Американ Уорлд Эруэйз, Инкорпорейтед.

3. Каждое назначенное авиапредприятие будет иметь следующие права при эксплуатации воздушного сообщения по маршрутам, указанным соответственно в Таблицах I и 2 данного Приложения:

I - Право производить посадку с техническими и коммерческими целями в конечном пункте согласованного маршрута на территории другой Договаривающейся Стороны, а также использовать запасные аэропорты и аэронавигационное оборудование на этой территории для этих целей.

2 - Право выгрузки пассажиров, багажа, грузов и почты на территории другой Договаривающейся Стороны, но без права выгрузки пассажиров, багажа, грузов и почты, направляющихся из промежуточного пункта в третьей стране на данном маршруте, за исключением пассажиров и следующего с ними багажа, которые были выгружены на этом промежуточном пункте назначенным авиапредприятием и затем вновь погружены в течение срока действия билета (но ни в коем случае не позже, чем через год со дня высадки), и которые следуют по пассажирскому билету и багажной квитанции, обеспечивающим перевозку на предусмотренных расписанием самолетах на каждом отрезке маршрута между двумя Договаривающимися Сторонами; и

3 - Право погрузки пассажиров, багажа, грузов и почты на территории другой Договаривающейся Стороны, но без права погрузки пассажиров, багажа, грузов и почты, направляющихся в промежуточный пункт в третьей стране на данном маршруте, за исключением пассажиров и следующего с ними багажа, которые должны быть выгружены в этом промежуточном пункте и затем вновь погружены назначенным авиапредприятием в течение срока действия билета (но ни в коем случае не позже, чем через один год со дня высадки) и которые следуют по пассажирскому билету и багажной квитанции обеспечивающим перевозку на предусмотренных расписанием самолетах на каждом отрезке маршрута между двумя Договаривающимися Сторонами.

4. В дополнение к правам, указанным в пункте 3, каждое назначенное авиапредприятие будет иметь право, согласно пункта 5, погрузки и выгрузки пассажиров, багажа, грузов и почты на территории другой Договаривающейся Стороны, которые будут выгружаться или которые были погружены на любом промежуточном пункте в третьей стране на данном маршруте.

5. Каждое назначенное авиапредприятие может выполнять до двух рейсов в неделю до 31 марта 1974 г., до трех рейсов в неделю в летний период 1974 г. (1 апреля 1974 г. - 31 октября 1974 г.) и до двух рейсов в неделю в зимний период 1974/75 гг. (1 ноября 1974 г. - 31 марта 1975 г.), а в дальнейшем частота полетов будет согласована между Договаривающимися Сторонами. Назначенное авиапредприятие США может использовать право, определенное в пункте 4 на всех своих рейсах. Назначенное авиапредприятие СССР может использовать право, определенное в пункте 4 на одном из своих рейсов.

6. Промежуточными пунктами, на которые делается ссылка в Таблице I данного Приложения, будут любые два из следующих:

Амстердам, Копенгаген, Париж, Лондон, Франкфурт и Брюссель и промежуточными пунктами, на которые делается ссылка в Таблице 2, будут любые два из следующих: Лондон, Амстердам, Франкфурт, Копенгаген, Брюссель и Париж. В начале каждого летнего или зимнего периода каждое назначенное авиапредприятие может изменить одну комбинацию из двух промежуточных пунктов на другую комбинацию из двух промежуточных пунктов на этот период. На каждом рейсе не может быть больше одного промежуточного пункта. Промежуточный пункт или пункты могут быть по решению каждого назначенного авиапредприятия сняты с каждого или всех рейсов.

7. Каждое назначенное авиапредприятие может производить замену типа самолета в любом промежуточном пункте в Европе, который указан в пункте 6 таким образом, что:

- перевозка за пункт замены типа самолета будет выполняться одним самолетом с емкостью, равной или меньшей (в случае полетов из своей страны) или равной или большей (в случае полетов в свою страну), чем емкость самолета, прибывшего в данный пункт; и
- перевозка после пункта замены типа самолета будет выполняться по расписанию, согласованному с расписанием прибывающего в пункт замены самолета (под тем же номером рейса) с тем, чтобы обеспечить подлинный непрерывный рейс.

ДОГОВОРНЫЕ ЛИНИИ

Таблица I

Для Союза Советских Социалистических Республик

Москва - Нью-Йорк или Вашингтон (Даллес) и обратно через промежуточные пункты, указанные в пункте 6 Приложения. Полеты в Нью-Йорк и Вашингтон должны выполняться различными рейсами. Технические посадки будут ограничены пунктами, перечисленными в Статье 2 Дополнительного Соглашения с изменениями.

Таблица 2

Для Соединенных Штатов Америки

Нью-Йорк - Ленинград или Москва и обратно через промежуточные пункты, указанные в пункте 6 Приложения. Полеты в Ленинград и Москву должны выполняться различными рейсами. Технические посадки будут ограничены пунктами, перечисленными в Статье 2 Дополнительного Соглашения с изменениями.

POLISH PEOPLE'S REPUBLIC

Fisheries in the Western Region of the Middle Atlantic Ocean

Agreement signed at Warsaw June 2, 1973;
Entered into force July 1, 1973.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
REGARDING FISHERIES IN THE WESTERN REGION OF
THE MIDDLE ATLANTIC OCEAN

The Government of the United States of America and the Government of the Polish People's Republic, continuing to recognize the necessity of conducting fisheries on a rational basis with due regard for the status of stocks of fish and in accordance with the results of scientific research, and taking into account the need for widening and coordinating scientific research in the field of fisheries and for the mutual exchange of the results of such research,

Have agreed on the following provisions as an extension and amendment of the Agreement signed on June 13, 1970 at Washington: [1]

[1] TIAS 6890, 7397; 21 UST 1335; 23 UST 1254.

Article 1

1. The Government of the United States of America and the Government of the Polish People's Republic consider it desirable to expand research pertaining to the species of fish of interest to both Parties. Such research will be conducted according to national programs as well as mutually agreed research programs.

2. The competent agencies of both Governments shall ensure the following:

a. An exchange of scientific and statistical data, publications and the results of fishery research concerning the area covered by this Agreement;

b. To the extent possible, meetings of scientists of both countries as well as the participation of the scientists of one country in fishery research conducted by the vessels of the other country.

3. Each Government shall take the appropriate steps to assure cooperation among appropriate institutions in the field of fishery research.

Article 2

1. Each Government will take appropriate measures for the purpose of maintaining the fish stocks. For this reason, each Government shall ensure that its citizens and vessels will:

a. Refrain from fishing during the period from January 1 through April 15 in the area bounded by straight lines connecting the following coordinates:

North Latitude	West Longitude
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

Provided, however, that in this area fishing with pelagic (mid-water) gear will be permitted south of 37°50' North Latitude;

b. Refrain from conducting specialized fisheries in all instances for scup, flounders, red hake, silver hake, menhaden, black sea bass, river herring, and bluefish in the waters situated west and south of Sub-area 5 of the Area of the International Convention for the Northwest Altantic Fisheries, signed in Washington on February 8, 1949, [1] and north of the parallel of 34° North Latitude;

c. Limit, in the area specified in sub-paragraph b. of this paragraph, their incidental catch of scup, flounders, red hake, silver hake, menhaden, black sea bass, river herring, and bluefish to a maximum total of one thousand three hundred metric tons per annum, provided that no more than one-third of such incidental

[1] TIAS 2089, 5380, 6840, 6841; 1 UST 477; 14 UST 924; 21 UST 567, 576.

above. Incidental catch is that catch taken unintentionally when conducting specialized fisheries for other species.

2. Polish fishing vessels shall:

a. Refrain from engaging in the intentional catching of lobster off the Atlantic coast of the United States north of Cape Hatteras, shall continue to take appropriate measures to minimize incidental catches of lobster in specialized fisheries for other species, and shall return to the sea in a viable condition all lobster taken incidentally insofar as possible;

b. Refrain from conducting specialized fisheries for yellowtail flounder and red hake off southern New England, bearing in mind the conservation regulations in effect pursuant to the International Convention for the Northwest Atlantic Fisheries.

3. The provisions of paragraph 1 of this Article shall not apply to vessels under 110 feet in length and to vessels fishing for crustacea or molluscs.

Article 3

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

Article 4

Polish fishing vessels may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America in the areas bounded by straight lines connecting the following coordinates:

a. during the period from November 15 to May 15

North Latitude	West Longitude
40°40'55"	72°40'00"
40°42'02"	72°36'16"
40°35'34"	72°36'16"
40°34'31"	72°40'00"

b. during the period from September 15 to May 15

North Latitude	West Longitude
39°09'00"	74°32'00"
39°11'30"	74°30'00"
39°08'00"	74°24'00"
39°05'30"	74°26'00"

c. during the period from September 15 to May 15

North Latitude	West Longitude
37°26'30"	75°32'00"
37°29'30"	75°30'30"
37°27'30"	75°23'30"
37°24'30"	75°25'00"

Polish fishing vessels may conduct such loading operations with other Polish vessels and vessels of other states with which the United States maintains diplomatic relations, provided that the latter vessels are under charter or contract to a Polish fishing company for such loading operations.

Article 5

1. Each Government shall, within the scope of its domestic laws and regulations, facilitate entry into appropriate ports for fishing vessels, fishing research vessels, and fishery support vessels.

2. The Government of the United States of America will permit the entry of Polish fishing and fishery support vessels into each of the Ports of Baltimore, Camden, Philadelphia, and New York, and the entry of not more than six such vessels each month into the Port of Boston. In addition, special provisions shall be made as necessary regarding the entry of Polish research vessels which are engaged in a mutually agreed research program in accordance with the terms of Article 1 of this Agreement.

3. Entry into the Ports of Baltimore, Boston, Camden, Philadelphia, and New York, as indicated in paragraph 2 above, shall be permitted subject to four days advance notice of the planned entry to the appropriate authority.

4. The Government of the United States at its Embassy in Warsaw will accept crew lists in application for visas valid for a period of six months for multiple entries into United States ports pursuant to paragraph 2 above. Such a crew list shall be submitted at least fourteen days prior to the first entry of a fishing vessel, and at least seven days prior to the first entry of a fisheries support vessel, into a port of the United States. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from Polish ports will also be subject to the

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provisions of this paragraph, provided that visas issued thereunder shall only be valid for six months from the date of issuance of the original crew list visa. Notification of entry under paragraph 3 above shall specify if shore leave is requested under such a multiple entry visa.

5. Entry of all vessels into the ports referred to in paragraph 2 above may be to replenish ships' stores or fresh water, obtain bunkers, provide rest for personnel of such vessels, and obtain minor repairs and other services normally provided in such ports, all in accordance with applicable rules and regulations.

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

7. In cases where a Polish seaman is evacuated from his vessel to the United States for the purpose of emergency medical treatment, the Polish authorities will ensure that the seaman departs from the United States within fourteen days after his release from the hospital. During the period that the seaman is in the United States, a representative of the Polish side will be responsible for him.

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

Article 6

1. Both Governments consider it useful to arrange:

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

b. Mutual visits of representatives of fishermen's organizations of the two countries on vessels operating in the Western areas of the Middle Atlantic or at another mutually agreed location.

2. Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits shall be arranged between the Regional Director of the National Marine Fisheries Service in Gloucester, Massachusetts, and the chiefs of the fishing fleets of the Deep Sea Fisheries and Fishery Services Enterprise "DALMOR" in Gdynia, "ODRA" in Swinoujscie, or "GRYF" in Szczecin, as appropriate. Each side will inform the other side, at least two weeks before the visit, of subjects it wishes discussed.

Article 7

1. Subject to compliance with the International Regulations for Preventing Collisions at Sea, [1] all vessels shall conduct their operations so as not to interfere with the operations of fishing vessels or fishing gear. Vessels arriving on fishing grounds where fishing vessels are already fishing or have set their gear for that purpose shall inform themselves of the position and extent of gear already placed in the sea and shall not place themselves or their fishing gear so as to interfere with or obstruct fishing operations already in progress. No vessels shall anchor or remain on a fishing ground where fishing is in progress if it would interfere with such fishing unless required for the purpose of its own fishing operations or in consequence of accident or other circumstances beyond its control. Except in cases of force majeure no vessel shall dump in the sea any article or substance which may interfere with fishing or obstruct or cause damage to fish, fishing gear, or fishing vessels. As used in this paragraph, the word "vessels" refers to fishing vessels and fishery support vessels.

2. The Government of the United States will, to the fullest extent of its authority and resources, take steps to minimize the possibility of conflict between U.S. lobster fishing gear and mobile fishing

[1] TIAS 5813; 16 UST 794.

gear. This will include the development and use of improved marking, deployment, and notification practices. The United States Government will give notice of concentrations of lobster gear on a timely basis to the Polish fishing fleet. The Government of the Polish People's Republic will, to the maximum extent practicable, give notice of areas of concentration of the Polish fishing fleet to the American authorities.

Article 8

Both Governments agree to the establishment of the U.S.-Polish Fisheries Conciliation Board set out in Annex I which forms an integral part of this Agreement.

Article 9

Both Governments agree to implement the voluntary scheme of joint inspection set out in Annex II which forms an integral part of this Agreement.

Article 10

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

Article 11

The present Agreement shall enter into force on July 1, 1973 and shall remain in force through

June 30, 1975. At the request of either Government, representatives of the two Governments will meet at a mutually convenient time with a view to modifying the present Agreement or Annexes thereto. In any event, representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement to review its operation and to decide on future arrangements. Notwithstanding the above, at any time after May 1, 1974, either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate two months from the date on the communication. An Annex may be terminated in the same manner, without prejudice to the operation of the Agreement. As soon as possible after receipt of such communication, representatives of the two Governments will meet to discuss possible future arrangements.

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

DONE in Warsaw, June 2, 1973, in duplicate, in English and Polish, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Donald L. McKernan [1]

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC:

[2]

[SEAL] [SEAL]

[1] Donald L. McKernan
[2] Romuald Pietraszek

ANNEX I

Establishment of a U.S.-Polish
Fisheries Conciliation Board

Section I

Establishment of the Board

1. There is hereby established a U.S.-Polish Fisheries Conciliation Board (hereinafter called the Board).

2. The Board shall consist of four members, two appointed by the Government of the United States of America and two appointed by the Government of the Polish People's Republic. At least one of the two members appointed by each Government shall have knowledge of the general principles of international law, particularly those relating to fisheries matters. Each Government-appointed member shall serve at the pleasure of the appointing Government. It is the responsibility of each Government to maintain its full complement of members.

3. Each Government may appoint one non-voting technical adviser to the Board for each matter heard.

4. All decisions of the Board shall be undertaken unanimously by those members present and voting, so long as at least one member appointed by each Government is present.

5. The Board shall normally sit in New York, New York. Insofar as is necessary considering the location of the parties and the availability of evidence, the Board may sit elsewhere.

6. English and Polish shall be the official working languages of the Board. The Governments shall assist the Board in arranging for necessary translations and interpretations.

7. As used in this Annex, the term "national" refers to any vessel or person, natural or juridical, including but not limited to a governmental entity.

Section II

Conciliation Functions

1. The Board shall consider claims advanced by a national of either State against a national of the other State regarding financial loss resulting from damage to or loss of the national's fishing vessel or fishing gear.

2. No claim may be brought more than six months after the occurrence of the relevant incident, unless the Board decides unanimously to make an exception for a specific incident occurring during the six weeks prior to the entry into force of the Agreement.

Section III

Conciliation Procedures

1. The Board shall establish its procedures in accordance with this Annex.

2. A claim, as referred to in Section II above, shall be brought before the Board by a written request. The request shall be in the form of a sworn statement which shall include, inter alia, a detailed

account of the incident from which the claim arises, the identity of all persons and vessels involved, the remedy sought (damages claimed), and a list of potential witnesses knowledgeable about the incident. All appropriate documentary evidence supporting the claim shall be forwarded with the claim to the Board.

3. Upon receipt of a claim, the Board shall, as soon as practicable, commence an inquiry into the incident, and inform both Governments. Each Government shall immediately notify any of its nationals against whom a claim is made. Its nationals may in turn file with the Board a sworn statement responding to the claim. The response may contain a counterclaim insofar as the counterclaim arises from the same incident upon which the claim is based. A counterclaim shall be in the same form and contain the same information as a claim. The Board may join claims that arise from the same incident, without prejudice to the right of each party to present evidence with or without counsel.

4. The Board may request further information and documents from the parties to the dispute or from appropriate governmental agencies. All statements reports, or other documents presented to the Board shall be duly sworn and attested as to their authenticity, insofar as reasonably possible. Official Government reports and documents need not

be so authenticated.

5. If either the claimant or the respondent requests a hearing, or if the Board deems it desirable to hold a hearing, the Board shall convene a hearing regarding the incident. The claimant and respondent may appear at the hearing, personally or through a representative, with or without counsel, and may present witnesses. The Board may invite as a witness any person, organization, corporation, or other entity which has a direct interest in or knowledge of the matter. The claimant and respondent shall be permitted to question all persons testifying at the hearing, provided that no person shall be required to respond to any question.

6. The Governments will facilitate the work of the Board.

Section IV

Conciliation Report

1. The Board shall prepare a report containing its findings as to:

(a) the facts giving rise to the claim;

(b) the extent of damage or loss;

(c) the degree of respondent's or claimant's responsibility, if any; and

(d) the amount, if any, which should be paid by respondent or claimant as compensation for losses arising from the incident.

2. If the Board does not unanimously adopt the findings, this shall be stated in the report, and the report shall contain separate statements of each Board member's opinion.

3. The Board shall transmit its report to the claimant, to the respondent, and to each of the two Governments no later than sixty days after the completion of the procedures under Section III.

4. Within thirty days after receipt of the Board's report, either the claimant or the respondent may request in writing that the Board reconsider its report. The request shall set forth the reasons for the request and material substantiating the request. The Board may decide to reconsider its report and, if it deems appropriate, receive new evidence or convene a rehearing, or both. Section III procedures will be applicable to the reconsideration.

5. The two Governments undertake to encourage settlement of claims in accordance with the findings of the Board.

6. Within sixty days of receipt of the Board's report each Government shall report to the Board in writing the actions taken by its nationals pursuant to the Board's findings.

7. If one of the parties to a conciliation proceeding refuses to settle in accordance with the findings of the Board, the Board shall encourage the parties to submit their dispute to binding arbitration.

8. The Board's report and the report of each Government shall be published in the form agreed by the Board.

Section V

Use of the Board

The two Governments shall encourage their nationals to use in the first instance the Board to settle claims resulting from damage to or loss of fishing gear and vessels. The Governments shall give information about the Board to interested persons.

Section VI

Application of Fisheries Agreements

1. At the request of either Government, the Board shall consider questions arising out of the application of the provisions of a bilateral fisheries agreement in force between the two Governments or claims by either Government that vessels flying the flag of the other Government have violated any such provision.

2. Upon receiving from one Government written notice of a question or claim, including details of the incident and the identity of the persons or vessels involved, the Board shall immediately notify the other Government and commence an inquiry into the matter. The Board shall consider such information and documents as the Governments may submit, and may make such requests in this regard as may be necessary. At the request of either Government, the Board shall convene a hearing, at which both Governments shall be represented.

3. Both Governments undertake to facilitate the Board's consideration and investigation of questions and claims.

4. On the basis of its consideration and investigation of the question or claim, the Board shall prepare a report containing its findings as to:

(a) the facts giving rise to the question or claim;

(b) the nature and extent of the violation, if any; and

(c) if appropriate, recommended procedures for avoiding difficulties or violations in the future.

5. If the Board does not unanimously adopt the report, the report shall include one or more statements by the dissenting members.

6. The two Governments will give good faith consideration to the reports of the Board in determining whether remedial action is appropriate and shall report in writing to the Board within three months after the Board's report regarding action taken to implement the findings. In the event either receiving Government is unable to comply with one or more of the Board's recommendations, it shall inform the Board and the other Government of the reasons therefor in its report.

7. The Board may join proceedings under this Section with proceedings under Section III, if the claims and questions arise out of the same incident, without prejudice to the right of each party or Government to

present evidence and arguments with or without counsel.

8. The Board's report and the report of each Government shall be published in the form agreed by the Board.

Section VII

Applicable Law

In all proceedings under this Annex the Board shall apply:

(a) international conventions, whether general or particular, establishing rules expressly recognized by the two Governments, including bilateral and multilateral agreements between the two Governments dealing with fisheries and maritime matters generally;

(b) international custom, as evidence of a general practice accepted as law;

(c) the general principles of law recognized by nations;

(d) judicial decisions and the teachings of the most highly qualified publicists of the various nations, as subsidiary means for the determination of rules of law.

Section VIII

Other Remedies

1. Nothing in this Annex shall preempt, prejudice, or in any other way affect judicial proceedings, or the

right to institute such proceedings, or in any way prejudice or affect the substantive or procedural rights of any person, whether or not such person appears before or participates in the proceedings of the Board.

2. No claim shall be brought the substance of which has been or is being adjudicated or arbitrated between the parties. The Board may refuse to consider a claim on the grounds that it should be joined to an existing judicial proceeding involving substantially the same issues and in which the law applicable to such judicial proceeding appears to permit such joinder.

3. The Board shall immediately suspend conciliation proceedings regarding a claim in respect to which judicial proceedings are instituted, unless the court before which the proceedings are pending determines, in the exercise of its lawful authority, that the parties may continue to proceed before the Board.

4. The Board shall immediately terminate conciliation proceedings regarding a claim in respect to which there is a binding agreement to arbitrate.

Section IX

Funding

Each Government shall pay all expenses, including compensation, of the members it appoints to the Board and of any technical advisers it appoints. The two Governments will share equally all the administrative

and operational costs of the Board. Such costs do not include expenses related to the presentation or production of evidence or the appearance of witnesses.

Section X

Termination

This Annex shall remain in force until the conclusion of conciliation and Section VI proceedings instituted prior to July 1, 1975 or prior to the last day of the two-month termination period specified in Article 11 of the Agreement if the Annex or Agreement is terminated in this manner.

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ANNEX II

Scheme of Joint Enforcement
Between the United States of America
and the
Polish People's Republic
Regarding Fisheries in the Western Region
of the Middle Atlantic Ocean

Pursuant to Article 9 of this Agreement, the following are arrangements for a voluntary joint enforcement scheme for the purpose of ensuring the application of the Agreement.

(1) Control shall be carried out by inspectors of the national fishery services of the two Governments. The names of the inspectors appointed for that purpose by their respective Governments shall be notified to the other Government.

(2) The ships used to carry the inspection officers may be either special inspection vessels or fishing vessels. The name of the ships so used for the time being shall be notified to the other Government.

(3) Each inspector shall carry a document of identity supplied by the authorities of his Government stating that he has authority to act under the arrangements of the Agreement.

(4) A ship carrying an inspector may give the signal from the International Code of Signals requesting permission to come aboard (SQ3) to any vessel of the other country engaged for the time being in fishing

for sea fish or in the treatment of sea fish in the area covered by the Agreement. The International Code of Signals should be used in responding either affirmatively (C) or negatively (N). The master shall stop the vessel and facilitate boarding by the inspection team unless actually fishing, shooting, or hauling, in which case he shall stop the vessel and facilitate boarding immediately it has finished hauling.

(5) On boarding the vessel, an inspector shall produce the document of identity described above. Inspections shall be made so that the vessel suffers minimum interference and inconvenience. An inspector shall limit his inquiries to the ascertainment of the facts in relation to the observance of the Agreement. In making his examination, an inspector may ask the master to make available fishing log books and to furnish such other assistance as he may require. He shall draw up a report of his inspection using the attached form. Inspectors will be furnished with the attached questionnaire in both the English and Polish languages. He shall sign the report in the presence of the master of the vessel who shall be entitled to add or have added to the report any observations. The master must sign such observations. Copies of the report shall be given to the master of the vessel and to the inspector's Government who shall transmit copies to the appropriate authorities of the flag state of the vessel. Where any infringement of the Agreement is discovered, the inspector should, where possible, inform any inspection ship of the flag state known to be in the vicinity.

(6) Inspectors shall carry out their duties under these arrangements in accordance with the rules set out in this Annex, but they shall remain under the operational control of their national authorities and shall be responsible to them.

(7) Each Government shall consider and act on reports of foreign inspectors under these arrangements on the same basis as reports of national inspectors. The provisions of this paragraph shall not impose any obligation on either Government to give the report of a foreign inspector a higher evidential value than it would possess in the inspector's own country. Each Government shall collaborate in order to facilitate judicial or other proceedings arising from a report of an inspector under these arrangements.

(8) The inspector may, subject to any limitations that are imposed by both Governments jointly, carry out such examination of the catch and fishing gear as he deems necessary to establish whether or not the Agreement is being complied with. He shall report his findings to the authorities of the flag state of the inspected vessel as soon as possible.

It was agreed that the inspection of fish and fishing gear can be carried out on and below the fishing decks of vessels of each country.

The Scheme of Joint Enforcement will relate to the species of fish which have been enumerated in Article 2 of the Agreement, namely:

English:	Polish:
1. Scup (Stenotomus chrysops)	Skap
2. Flounders (Paralichthys dentatus-"summer") (Pseudopleuronectes americanus-"winter")	Płastugi
Yellowtail (Limanda ferruginea)	Zołcica
3. Red Hake (Urophycis chuss)	Mietus czerwony
4. Silver Hake (Merluccius bilinearis)	Morszczuk
5. Menhaden (Brevoortia tyrannus)	Menhaden
6. Black Sea Bass (Centropristes striatus)	Czarny okon morski
7. River Herring (Alosa pseudoharengus-"Alewife") (Alosa aestivalis-"Bluebacks")	Aloza
8. Bluefish (Pomatomus salatrix)	Tasergal
9. Lobster (Homarus americanus)	Homar

REPORT OF VOLUNTARY INSPECTORS

(to be filled in block letters)

AUTHORIZED INSPECTOR

1. Name and nationality

2. Name and identifying letters and/or number of ship

INFORMATION ON VESSEL INVOLVED

3. Nationality

4. Vessel's name and registration

5. Master's name

6. Owner's name and address

7. (a) Position as determined by inspector at____G.M.T.

   (b) Position as determined by fishing vessel's master at____G.M.T.

DATE AND TIMES THE INSPECTION COMMENCED AND FINISHED

8. (a) Date

   (b) Time arrived on board

   (c) Time of departure

FACTS RESULTING FROM INSPECTION

9. Result of inspection of fish

   (a) List of species

   (b) Approximate weight or percentage of each

10. Result of inspection of fishing gear

11. Comments and/or observations by inspector

12. Statements by witnesses

    Signature of Witnesses.....

    Signature of Authorized Inspector.....

13. Comments and/or observations by the master of the vessel

14. Signature of the Master.....

    (He should be the last to sign. All other people to sign in his presence.)

QUESTIONNAIRE FROM INSPECTOR TO SKIPPER

1. I am an Inspector under the Agreement between the United States of America and the Polish People's Republic. Here is my identity card.

2. Who is the Master of this vessel?

3. Do you understand that this inspection is voluntary?
4. I request your collaboration with the examination of the catch, fishing gear, and documents (nationality paper/fishing log book).
5. Please check that the time is____G.M.T.
6. Please show me yourvessel's fishing log books, if any.
7. Please give me your name.
8. Please write down the name and address of the owners of your vessel.
9. Are you fishing for industrial purposes?
10. I am recording your position as____°lat.,____°long. at_____G.M.T. Do you agree?
11. I agree.(Yes)
12. I do not agree. (No)
13. Would you like to check your position with my instruments on board the inspection ship?
14. Do you now agree on your position? If not, you should write your estimated position in Section 7(b) of the Report Form.
15. Are you aware that you are fishing within a closed area?
16. Are you aware that you are fishing within a closed area with the wrong type of gear?
17. Where are your working spaces?
18. Please switch on these lights.
19. I wish to inspect your catch. Have you finished sorting the fish?
20. Will you please lay out those fish.

21. I wish to inspect your gear. Are you using bottom trawl or pelagic (mid-water) gear?

22. I have found no infringement of the Agreement, and I will so report to your flag state.

23. Please certify the photographs listed in the report, by adding the date and signature.

24. Do you have any witnesses who wish to make observations? If so, they may do so in their own language in Section 12 of the Report Form.

25. Do you wish to make any comments and/or observations concerning this inspection? If so, please do so in your own language in Section 13 of the Report Form on which I have set out my findings.

26. Please sign the report in Section 14.

27. I am leaving. Please check that the time is____G.M.T.

28. Thank you--Bon voyage.

POROZUMIENIE

Między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej w sprawie rybołówstwa w zachodniej części Srodkowego Oceanu Atlantyckiego.

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej, uznając nadal za celowe uprawianie rybołówstwa na racjonalnych podstawach z uwzględnieniem stanów zasobów ryb i zgodnie z rezultatami badań naukowych oraz biorąc pod uwagę potrzebę rozszerzenia i koordynowania badań naukowych w dziedzinie rybołówstwa jak również wzajemnej wymiany wyników tych badań, zgodziły się na następujące postanowienia, jako przedłużenie i uzupełnienie Porozumienia, podpisanego w Waszyngtonie w dniu 13 czerwca 1970 roku:

Artykuł 1

1. Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej uznają za pożądane rozszerzenie badań naukowych, dotyczących gatunków ryb stanowiących przedmiot zainteresowania Umawiających się Stron. Badania te będą prowadzone zgodnie z własnymi programami każdej ze stron jak również w oparciu o wspólnie uzgadniane programy badań.

2. Właściwe instytucje obu Rządów zapewnią:

a/ wymianę danych naukowych i statystycznych oraz publikacji i wyników badań rybackich, dotyczących obszarów objętych niniejszym porozumieniem,

b/ w miarę możliwości spotkania naukowców obu krajów oraz udział naukowców jednego kraju w badaniach rybackich prowadzonych przez statki drugiego kraju.

3. Każdy z Rządów podejmie odpowiednie kroki zmierzające do zapewnienia współpracy między właściwymi instytucjami w zakresie badań rybackich.

Artykuł 2

1. Każdy z Rządów podejmie właściwe kroki dla ochrony zasobów rybnych. W tym celu każdy Rząd zapewni, że jego obywatele i statki:

a/ nie będą uprawiały rybołówstwa w okresie od 1 stycznia do 15 kwietnia włącznie, na obszarach ograniczonych liniami prostymi łączącymi następujące współrzędne geograficzne:

szerokości północnej	długości zachodniej
40°05′	71°40′
39°50′	71°40′
37°50′	74°00′
37°10′	74°29′
36°30′	74°40′
36°30′	74°48′
37°10′	74°48′
37°50′	74°25′
38°24′	73°44′
39°40	72°32′

Z zastrzeżeniem, że w tym rejonie na południe od 37°50′ szerokości północnej będzie wolno poławiać sprzętem pelagicznym.

b/ nie będą uprawiały wszelkiego rodzaju wyspecjalizowanych połowów dorady, płastugi, morszczuka, czerwonego miętusa, menhadena, Centropristis Stratus, alozy /river herring/ i tasergala - w wodach położonych na zachód i południe od piątego podobszaru Międzynarodowej Konwencji o rybołówstwie na Północno-Zachodnim Atlantyku, sporządzonej w Waszyngtonie w dniu 8 lutego 1949 roku oraz na północ od 34° szerokości północnej,

c/ nie będą zwiększać na obszarze określonym w punkcie b/ przyłowu dorady, płastugi, morszczuka, czerwonego miętusa, manhadena, Centropristis Striatus, alozy /river herring/ i tasergala - ponad ilość tysiąca trzysta ton metrycznych rocznie, przy czym nie więcej niż jedna trzecia tego przyłowu może składać się z jednej z wyżej wymienionych gatunków. Przez przyłów rozumiemy tu niezamierzony połów uzyskany w trakcie prowadzenia wyspecjalizowanego rybołówstwa mającego na celu łowienie innych gatunków ryb.

2. Polskie statki rybackie:

a/ nie będą prowadziły wyspecjalizowanych połowów homarów na atlantyckim wybrzeżu Stanów Zjednoczonych na północ od Przylądka Hatteras- będą w dalszym ciągu stosowały odpowiednie środki dla zmniejszenia przypadkowych połowów homara podczas wyspecjalizowanych połowów innych gatunków oraz wrzucą z powrotem do morza wszystkie homary złowione przypadkowo i znajdujące się w pełnej żywotności - tak jak to możliwe,

b/ nie będą prowadziły wyspecjalizowanych połowów żółcicy i miętusa czerwonego na południe od Nowej Anglii, mając na uwadze zachowanie obowiązujących postanowień Międzynarodowej Konwencji Rybołówstwa Północno-Zachodniego Atlantyku.

3. Postanowienia paragrafu 1 niniejszego artykułu nie dotyczą statków o długości mniejszej niż 110 stóp oraz statków poławiających skorupiaki i mięczaki.

Artykuł 3

Oba Rządy podejmą odpowiednie środki w celu zapewnienia aby połowy dokonywane przez ich obywateli i statki na wodach objętych niniejszym Porozumieniem były prowadzone z należytym uwzględnieniem potrzeby ochrony zasobów rybnych.

Artykuł 4

Polskie statki rybackie mogą dokonywać przeładunków na wodach dziewięciomilowej strefy rybołówstwa morskiego przyległej do morza terytorialnego Stanów Zjednoczonych Ameryki, na obszarach ograniczonych prostymi liniami łączącymi następujące współrzędne geograficzne:

a/ w okresie od 15 listopada do 15 maja

szerokości północnej	długości zachodniej
40°40'55''	72°40'00''
40°42'02''	72°36'16''
40°35'34''	72°36'16''
40°34'31''	72°40'00''

b/ w okresie od 15 września do 15 maja

szerokości północnej	długości zachodniej
39°09'00''	74°32'00''
39°11'30''	74°30'00''
39°08'00''	74°24'00''
39°05'30''	74°26'00''

c/ w okresie od 15 września do 15 maja

szerokości północnej	długości zachodniej
37°26'30''	75°32'00''
37°29'30''	75°30'30''
37°27'30''	75°23'30''
37°24'30''	75°25'00''

Polskie statki rybackie mogą dokonywać wspomnianych wyżej przeładunków z innymi statkami polskimi oraz ze statkami innych państw, z którymi Stany Zjednoczone Ameryki utrzymują stosunki dyplomatyczne, z tym, że statki te są zaczarterowane lub takontraktowane przez polskie przedsiębiorstwo rybackie w celu dokonania takich przeładunków.

Artykuł 5

1. Każdy Rząd, w ramach swych praw i przepisów, ułatwi wejście do właściwych portów statkom rybackim, rybackim statkom badawczym i rybackim statkom pomocniczym.

2. Rząd Stanów Zjednoczonych pozwoli na wejście do każdego portu Baltimore, Camden, Filadelfii i Nowego Jorku polskim statkom rybackim i rybackim statkom pomocniczym z tym, że do portu w Bostonie nie więcej niż 6 takich statków w każdym miesiącu. Poza tym, specjalna procedura będzie zachowana przy wejściu polskich statków badawczych, które prowadzą wspólnie przyjęty program badań zgodnie z treścią Artykułu 1 niniejszego Porozumienia.

3. Pozwolenie na wejście do portów Baltimore, Boston, Camden, Filadelfii i Nowego Jorku, jak zaznaczono w paragrafie 2, będzie udzielone pod warunkiem przesłania zawiadomienia odpowiednim władzom na cztery dni przed planowanym zawinięciem statku.

4. Rząd Stanów Zjednoczonych poprzez swą Ambasadę w Warszawie będzie przyjmował listy załóg, występujących o wizy ważne przez okres sześciu miesięcy na wielokrotne przekroczenie granicy Stanów Zjednoczonych zgodnie z paragrafem 2. Taka lista załogi będzie przedłożona co najmniej na 14 dni przed pierwszym zawinięciem statku łowczego i co najmniej na 7 dni przed pierwszym zawinięciem rybackiego statku pomocniczego, do portu Stanów Zjednoczonych. Przedłożenie poprawionej /dodatkowej/ listy załogi po wyjściu statku z portu polskiego będzie podlegało również przepisom tego paragrafu, z zastrzeżeniem, że wizy wydane w ten sposób będą ważne na okres sześciu miesięcy od daty wystawienia wizy na podstawie oryginalnej listy załogi. Zawiadomienie o zawinięciu zgodnie z paragrafem 3 powinno zawierać stwierdzenie, czy jest pożądane zejście na ląd w ramach wielokrotnej wizy wjazdowej.

5. Zawinięcie wszystkich statków do portów wymienionych w paragrafie 2 ma na celu uzupełnienie zapasów zaopatrzenia i świeżej wody, pobranie paliwa, zapewnienie odpoczynku załodze tych statków oraz dokonanie drobnych napraw i innych usług świadczonych zwyczajowo w takich portach, w pełnej zgodzie z odpowiednimi przepisami i zarządzeniami.

6. W zależności od postanowień niniejszego Porozumienia, rozumie się, że wejście polskich statków rybackich do portu Stanów Zjednoczonych podlega odpowiednim prawom i zarządzeniom Stanów Zjednoczonych.

7. W przypadkach, gdy polski członek załogi opuszcza statek dla uzyskania nagłej pomocy lekarskiej w Stanach Zjednoczonych, władze polskie zapewnią mu wyjazd ze Stanów Zjednoczonych w okresie do czternastu dni po opuszczeniu przez niego szpitala. Przedstawiciel Strony polskiej odpowiada za pobyt członka załogi w Stanach Zjednoczonych.

8. Każdy przepis niniejszego artykułu może być zmieniony za obopólną zgodą w każdym czasie.

Artykuł 6

1. Oba Rządy uznają za pożyteczne organizowanie:

a/ regularnych spotkań przedstawicieli administracji rybackiej obu Krajów dla dokonania wymiany informacji i dyskutowania aktualnych lub specjalnych problemów dotyczących łowisk, spraw związanych z działaniem flot rybackich oraz spraw wynikających z realizacji postanowień niniejszego porozumienia; spotkania te powinny odbywać się co najmniej raz na trzy miesiące na odpowiednich statkach każdej strony albo w innym miejscu wspólnie uzgodnionym.

b/ wspólnych spotkań przedstawicieli organizacji rybaków obu Krajów na statkach operujących w zachodnich rejonach Srodkowego Atlantyku albo w innym miejscu wspólnie uzgodnionym.

2. Uczestnicy każdego spotkania powinni przygotować krótki raport ze spotkania i przedłożyć go właściwym organom obu rządów. Spotkania powinny być należycie zorganizowane przez dyrektora regionalnego Narodowej Służby Rybołówstwa Morskiego w Gloucester, Massachusetts i kierowników flot łowczych PPDiUR "DALMOR" w Gdyni, "ODRA" w Swinoujściu i "GRYF" w Szczecinie. Każda strona poinformuje drugą, co najmniej na dwa tygodnie przed spotkaniem, o tematach, które zamierza omówić na spotkaniu.

Artykuł 7

1. Zgodnie z Międzynarodowymi Przepisami o Zapobieganiu Zderzeniom na Morzu, wszystkie statki powinny tak prowadzić swoją działalność ażeby nie zakłócać działalności statków rybackich

lub sprzętu rybackiego. Statki przychodzące na łowiska gdzie statki rybackie już poławiają lub w tym celu wystawiły swój sprzęt powinny nawzajem informować się o pozycji i rozłożeniu sprzętu już wystawionego w morzu i nie powinny same tak ustawiać się lub swój sprzęt, ażeby zakłócać lub przeszkadzać operacjom rybackim znajdującym się w toku. Żaden statek nie powinien kotwiczych lub pozostawać na łowisku, gdzie przeprowadzane są połowy, jeżeliby to miało zakłócać te połowy chyba, że jest to wymagane ze względu na jego własne operacje połowowe lub w wyniku wypadku lub innych okoliczności znajdujących się poza jego kontrolą. Z wyjątkiem przypadków siły wyższej żaden statek nie powinien wyrzucać do morza jakichkolwiek materiałów lub substancji, które mogą zakłócać połowy lub przeszkadzać względnie powodować uszkodzenia ryb, sprzętu rybackiego lub statków rybackich. Słowo "statek" użyte w tym paragrafie odnosi się do statków rybackich, rybackich statków pomocniczych.

2. Rząd Stanów Zjednoczonych podejmie wszelkie możliwe środki będące w jego dyspozycji dla zmniejszenia możliwości kolizji między amerykańskim sprzętem homarowym i ruchomym sprzętem rybackim. Będą one zawierały rozszerzenie stosowania ulepszonego oznakowania i ustawiania sprzętu oraz wymiany informacji. Rząd Stanów Zjednoczonych będzie powiadamiać w odpowiednim czasie polską flotę rybacką o koncentracjach sprzętu homarowego, Rząd Polskiej Rzeczypospolitej Ludowej będzie w możliwie najszerszym praktycznie zakresie powiadamiać władze amerykańskie o rejonach koncentracji polskiej floty rybackiej.

Artykuł 8

Oba Rząd zgadzają się na utworzenie Amerykańsko-Polskiej Rybackiej Komisji Pojednawczej określonej w Załączniku I, który stanowi integralną część niniejszego Porozumienia.

Artykuł 9.

Oba Rządy zgadzają się na wprowadzenie dobrowolnego systemu wspólnej inspekcji określonego w Załączniku II, który stanowi integralną część niniejszego Porozumienia.

Artykuł 10

Żadne z postanowień niniejszego Porozumienia nie może być uważane za naruszenie poglądów któregokolwiek z Rządów na zasadę wolności rybołówstwa na pełnym morzu.

Artykuł 11

Niniejsze Porozumienie wejdzie w życie z dniem 1 lipca 1973 roku i będzie pozostawać w mocy do 30 czerwca 1975 roku. Na prośbę któregokolwiek Rządu przedstawiciele obu Rządów spotkają się w czasie dogodnym dla obu stron w celu modyfikacji niniejszego Porozumienia lub jego Załączników. W każdym bądź razie przedstawiciele obu Rządów spotkają się w czasie dogodnym dla obu stron przed wygaśnięciem terminu ważności niniejszego Porozumienia dla zbadania jego skuteczności, ustalenia postępowania na przyszłość. Niezależnie od powyższego w każdej chwili po dniu 1 maja 1974 roku każdy Rząd może powiadomić drugi Rząd o jego zamiarze wypowiedzenia niniejszego Porozumienia, w którym to przypadku Porozumienie wygaśnie w ciągu dwóch miesięcy od daty zawiadomienia. Załączniki mogą być wypowiedzialne w ten sam sposób nie przesądzając o działaniu samego Porozumienia.

Po otrzymaniu takiego zawiadomienia, tak szybko jak to będzie możliwe, przedstawiciele obu Rządów spotkają się dla omówienia możliwych ustaleń na przyszłość.

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Na dowód czego Pełnomocnicy podpisali niniejsze Porozumienie oraz opatrzyli je pieczęciami.

Sporządzono w Warszawie dnia 2 czerwca 1973 roku, w dwóch egzemplarzach, każdy w języku polskim i angielskim, przy czym obydwa teksty mają jednakową moc.

Z upoważnienia
Rządu
Stanów Zjednoczonych
Ameryki

Z upoważnienia
Rządu
Polskiej Rzeczypospolitej
Ludowej

Załącznik I

Utworzenie amerykańsko-polskiej Pojednawczej Komisji Rybackiej

Sekcja I

Utworzenie Komisji

1. Niniejszym ustanawia się amerykańsko-polską Pojednawczą Komisję Rybacką/zwaną dalej Komisją/.

2. Komisja składać się będzie z czterech członków, dwóch wyznaczonych przez Rząd Stanów Zjednoczonych, dwóch wyznaczonych przez Rząd Polskiej Rzeczypospolitej Ludowej. Co najmniej jeden z dwóch członków wyznaczonych przez każdy Rząd będzie posiadać znajomość ogólnych zasad prawa międzynarodowego zwłaszcza dotyczącego zagadnień rybackich. Każdy członek wyznaczony przez Rząd będzie działał na rzecz wyznaczającego go Rządu. Każdy z Rządów jest odpowiedzialny za utrzymanie swego pełnego składu członków.

3. Każdy z Rządów może wyznaczyć jednego doradcę technicznego dla każdej sprawy bez prawa głosu.

4. Wszystkie decyzje Komisji powinny być podjęte jednogłośnie przez tych członków, którzy są obecni i głosujący, o ile co najmniej jeden z członków wyznaczonych przez każdy z Rządów jest obecny.

5. Miejscem posiedzeń Komisji będzie Nowy Jork, N.Y.. Jeśli zajdzie potrzeba, ze względu na miejsce przebywania stron i możliwość zebrania dowodów, Komisja może określić miejsce posiedzenia w innej miejscowości.

6. Oficjalnymi językami roboczymi Komisji będą angielski i polski. Rządy udzielą Komisji pomocy w zorganizowaniu potrzebnych tłumaczeń.

7. Dla celów niniejszego Załącznika określenie "jednostka

prawna" oznacza jakikolwiek statek lub osobę, fizyczną lub prawną, włączając lecz nie ograniczając jednostek rządowych.

Sekcja II

Funkcje pojednawcze

1. Komisja będzie rozpatrywać roszczenia przedstawione przez jednostki prawne jednego Państwa przeciwko jednostkom prawnym drugiego Państwa dotyczących strat finansowych wynikających z uszkodzenia lub utraty statku lub sprzętu rybackiego tej jednostki.

2. Żadne roszczenie nie może być wniesione po upływie sześciu miesięcy po wydarzeniu się określonego incydentu, chyba że Komisja zdecyduje jednogłośnie uczynić wyjątek dla specyficznego incydentu, który wynikł w ciągu sześciu tygodni przed wejściem w życie Porozumienia.

Sekcja III

Postępowanie pojednawcze

1. Komisja ustali zasady postępowania zgodnie z niniejszym Załącznikiem.

2. Roszczenie, o którym mowa w Sekcji II, będzie wniesione do Komisji w formie pisemnego wniosku. Wniosek ten będzie miał formę oświadczenia złożonego pod przysięgą i zawierać będzie m.in. dokładny opis incydentu, z którego wynikło roszczenie, tożsamość wszystkich osób i statków, które wzięły udział w tym incydencie, szkody stanowiące przedmiot roszczenia i listę potencjalnych świadków na okoliczność tego incydentu. Cała niezbędna dokumentacja dowodowa roszczenia będzie przekazana Komisji wraz z roszczeniem.

3. Z chwilą otrzymania roszczenia, Komisja podejmie, tak szybko jak to praktycznie możliwe, dochodzenie dotyczące incydentu i poinformuje o tym obydwa Rządy. Każdy Rząd powiadomi niezwłocznie swoje jednostki prawne przeciwko którym roszczenie zostało

wniesione. Te jednostki prawne mogą ze swojej strony przedłożyć Komisji oświadczenie złożone pod przysięgą odpowiadając na roszczenie. Odpowiedź ta może zawierać roszczenie regresowe o ile roszczenie regresowe wynika z tego samego incydentu, z którego roszczenie wynika. Roszczenie regresowe będzie sporządzone w tej samej formie i zawierać tę samą informację jak roszczenie. Komisja może rozpatrzyć łącznie roszczenia, które wynikły z tego samego incydentu nie przesądzając prawa każdej ze stron do przedłożenia dowodów za pośrednictwem prawnika lub bez jego udziału.

4. Komisja może zwrócić się o dalsze informacje i dokumenty do stron sporu lub do odpowiednich agencji rządowych. Wszystkie oświadczenia, sprawozdania lub inne dokumenty przedłożone Komisji będą należycie poświadczone i atestowane co do ich autentyczności, w takim stopniu jak to jest możliwe. Oficjalne sprawozdania i dokumenty Rządu nie muszą być poświadczone w ten sposób.

5. Jeżeli strona wnosząca roszczenie lub pozwany prosi o wszczęcie rozprawy, lub jeżeli Komisja uważa za pożądane wszcząć taką rozprawę, Komisja zwoła rozprawę dotyczącą tego incydentu. Wnoszący roszczenie i pozwany mogą wystąpić na rozprawie osobiście lub za pośrednictwem przedstawiciela, przy udziale lub bez prawnika, jak również mogą przedstawić świadków. Komisja może zaprosić w charakterze świadka jakąkolwiek osobę, organizację, przedsiębiorstwo lub inną jednostkę, która jest bezpośrednio zainteresowana lub która posiada znajomość sprawy. Wnoszący roszczenie i pozwany będzie upoważniony do zadawania pytań wszystkim osobom składającym zeznanie na rozprawie pod warunkiem, że od żadnej z osób nie będzie wymagać się składania odpowiedzi na jakiekolwiek pytanie.

6. Rządy ułatwią pracę Komisji.

Sekcja IV

Sprawozdanie pojednawcze

1. Komisja przygotowuje sprawozdanie zawierające stwierdzenie co do:

/a/ fakty, z których wynika roszczenie;

/b/ rozmiar uszkodzenia lub straty;

/c/ stopień odpowiedzialności pozwanego lub wnoszącego roszczenie, jeśli taka odpowiedzialność istnieje, i

/d/ ewentualna suma, która winna być płacona przez pozwanego lub wnoszącego roszczenie jako odszkodowanie za straty wynikające z incydentu.

2. Jeśli Komisja nie przyjmie jednomyślnie stwierdzeń, będzie to przedstawione w sprawozdaniu i sprawozdanie zawierać będzie odrębne oświadczenia opinii członków Komisji.

3. Komisja przekaże swoje sprawozdanie wnoszącemu roszczenie, pozwanemu i każdemu z dwóch Rządów nie później jak sześćdziesiąt dni po zakończeniu postępowania określonego w Sekcji III.

4. W okresie do trzydziestu dni po otrzymaniu sprawozdania Komisji, wnoszący roszczenie lub pozwany może prosić na piśmie, aby Komisja ponownie rozpatrzyła swoje sprawozdanie. Prośba ta zawierać będzie przyczyny jej złożenia i materiał uzasadniający tą prośbę. Komisja może zdecydować ponowne rozpatrzenie swego sprawozdania i jeżeli uważa za stosowne może przyjąć nowe dowody i/lub zwołać ponowną rozprawę. Postępowanie wynikające z Sekcji III będzie zastosowane przy ponownym rozpatrywaniu sprawy.

5. Obydwa Rządy podejmują się zachęcić rozstrzygnięcie roszczeń zgodnie ze stwierdzeniami Komisji.

6. W okresie 60 dni od chwili otrzymania sprawozdania Komisji każdy Rząd złoży pisemne sprawozdanie Komisji o czynnościach podjętych przez swoje jednostki prawne stosownie do stwierdzeń Komisji.

7. Jeżeli jedna ze stron postępowania pojednawczego odmawia załatwienia sprawy według stwierdzeń Komisji, Komisja zachęci strony, aby przedłożyły swój spór do rozstrzygnięcia przez wiążący arbitraż.

8. Sprawozdanie Komisji i sprawozdanie każdego z Rządów będzie publikowane w formie uzgodnionej przez Komisję Pojednawczą.

Sekcja V

Korzystanie z Komisji

Obydwa Rządy zachęcą swoje jednostki prawne do zwrócenia się w pierwszej instancji do Komisji w celu załatwienia roszczeń wynikających z uszkodzeń lub straty sprzętu i statków rybackich. Rządy udzielą informacji osobom zainteresowanym.

Sekcja VI

Wykonywanie porozumień rybackich

1. Na prośbę jednego z Rządów Komisja rozważy problemy wynikające ze stosowania przepisów dwustronnego porozumienia rybackiego obowiązującego dwa Rządy lub roszczeń jednego z Rządów, że statki bandery drugiego Rządu naruszyły jakikolwiek z tych przepisów.

2. Po otrzymaniu od jednego z Rządów pisemnego zawiadomienia dotyczącego problemu lub roszczenia zawierających szczegóły incydentu i tożsamość osób i statków, które wzięły udział w tym incydencie, Komisja niezwłocznie zawiadomi drugi Rząd i podejmie dochodzenie w sprawie. Komisja rozważy taką informację i dokumenty jakie Rządy mogą przedłożyć i może ona przedłożyć takie prośby w tym względzie jakie mogą być potrzebne. Na prośbę jednego z Rządów Komisja wyznaczy rozprawę, na której obydwa Rządy będą reprezentowane.

3. Obydwa Rządy zobowiązują się ułatwić Komisji rozważenie i przeprowadzenie dochodzenia w sprawach problemów i roszczeń.

4. Na podstawie rozważenia i przeprowadzonego dochodzenia w sprawie problemów i roszczeń, Komisja przygotuje sprawozdanie zawierające swoje stwierdzenia co do:

a/ faktów z których wynikają problemy lub roszczenia;

b/ naturę i rozmiar ewentualnego naruszenia, i

c/ zalecane postępowanie dla uniknięcia trudności lub naruszeń w przyszłości, jeśli to jest stosowane.

5. Jeśli Komisja nie przyjmuje sprawozdania jednogłośnie, sprawozdanie zawierać będzie jedno lub więcej oświadczeń członków sprzeciwiających się.

6. Obydwa Rządy rozważą w dobrej wierze sprawozdanie Komisji w trakcie rozstrzygania czy środek zaradczy jest odpowiedni i złożą Komisji sprawozdanie na piśmie w ciągu trzech miesięcy po sprawozdaniu Komisji dotyczącym środków podjętych dla wprowadzenia w życie jej stwierdzeń. W przypadku gdy jeden z Rządów nie może zastosować się do jednego lub więcej zaleceń Komisji, poinformuje Komisję i drugi Rząd o przyczynach tego w swoim sprawozdaniu.

7. Komisja może połączyć postępowanie objęte niniejszą Sekcją z postępowaniem określonym w Sekcji III o ile roszczenia i problemy wynikają z tego samego incydentu bez przesądzania o prawie każdej ze stron lub Rządu przedstawiania dowodów i argumentów za pośrednictwem prawnika lub bez.

8. Sprawozdanie Komisji i sprawozdanie każdego z Rządów będzie opublikowane w formie uzgodnionej przez Komisję Pojednawczą.

Sekcja VII

Prawo stosowane

We wszystkich postępowaniach objętych niniejszym Załącznikiem Komisja stosować będzie:

a/ międzynarodowe konwencje, zarówno ogólne jak i szczegółowe ustalające zasady wyraźnie przyjęte przez oba Rządy łącznie z dwustronnymi i wielostronnymi porozumieniami między tymi dwoma Rządami dotyczących ogólnych spraw rybołówstwa i morskich;

b/ zwyczaj międzynarodowy jako dowód powszechnej praktyki przyjętej jako prawo;

c/ ogólne zasady prawa przyjęte przez społeczność międzynarodową;

d/ orzeczenia sądowe i opinie najwyżej kwalifikowanych publicystów naukowych z różnych krajów, jako pomocnicze środki dla określania zasad prawa.

Sekcja VIII

Inne środki zaradcze

1. Nic w niniejszym Załączniku nie wyłącza, nie przesądza lub w jakikolwiek inny sposób nie wpływa na postępowanie prawne, lub prawa podjęcia takiego postępowania, lub w jakikolwiek sposób nie przesądza lub nie wpływa na materialne lub proceduralne prawa jakiejkolwiek osoby, niezależnie od tego czy osoba taka występuje przed lub bierze udział w postępowaniu Komisji.

2. Żadne roszczenie które było lub jest przedmiotem rozpoznawania lub arbitrażu między stronami nie będzie wniesione. Komisja może odmówić rozpatrzenia roszczenia na podstawie tego, że powinno ono być połączone z istniejącym postępowaniem prawnym obejmujący zasadniczo te same sprawy i w którym prawo dające się zastosować w tym postępowaniu prawnym wydaje się zezwalać na takie połączenie.

3. Komisja natychmiast wstrzyma postępowanie pojednawcze dotyczące roszczenia w sprawie którego postępowanie prawne zostało już wszczęte, chyba że sąd pod którym postępowanie jest w toku określi, w oparciu o swoje upoważnienie prawne, że strony mogą prowadzić dalej postępowanie przed Komisją.

4. Komisja niezwłocznie przerwie postępowanie pojednawcze dotyczące roszczenia w sprawie którego istnieje obowiązująca umowa o arbitrażu.

Sekcja IX

Finansowanie

Każdy z Rządów pokrywa wszystkie wydatki, wraz z odszkodowaniem, członków wyznaczonych do Komisji a także doradców technicznych przez siebie wyznaczonych. Oba Rządy ponosić będą w równych częściach wszystkie koszty związane z administracją i działaniem Komisji. Koszty te nie obejmują wydatków związanych przedkładaniem i przygotowywaniem dowodów lub wystąpieniem świadków.

Sekcja X

Zakończenie

Niniejszy załącznik pozostaje w mocy aż do zakończenia postępowania pojednawczego a postępowanie określone w Sekcji VI podjęte przed 1 lipca 1975 r. lub przed ostatnim dniem dwumiesięcznego okresu wypowiedzenia określone w Artykule XI Porozumienia, jeśli załącznik lub Porozumienie w ten sposób wypowiedziano.

Załącznik II

SYSTEM WSPOLNEJ KONTROLI

pomiędzy Stanami Zjednoczonymi Ameryki a Polską Rzecząpospolitą Ludową

dotyczące rybołówstwa w zachodniej części Srodkowego Oceanu Atlantyckiego.

Zgodnie z art. 9 niniejszego Porozumienia ustala się następujący system dobrowolnej wspólnej kontroli w celu zapewnienia stosowania tego Porozumienia.

1. Kontrola będzie przeprowadzana przez inspektorów narodowych służb rybackich obu Rządów. Nazwiska i imiona inspektorów wyznaczonych dla tego celu przez każdy z Rządów powinny być podane do wiadomości drugiemu Rządowi.

2. Statkami używanymi do przewozu inspektorów mogą być specjalne statki kontrolne lub statki rybackie. Nazwy statków używanych w taki sposób w danym okresie czasu powinny być podane do wiadomości drugiego Rządu.

3. Każdy inspektor powinien nosić przy sobie dokument tożsamości wydany przez władze jego Rządu, stwierdzający, że posiada on prawo do działania na podstawie ustaleń wynikających z Porozumienia.

4. Statek przewożący inspektora może dawać sygnał z Międzynarodowego Kodu Sygnałów żądający zezwolenia wejścia na pokład /SQ3/ jakiegokolwiek statku drugiego kraju, zajmującego się w danym okresie połowami ryb morskich lub ich obróbką na obszarze objętym Porozumieniem. Międzynarodowy Kod Sygnałów powinien być stosowany przy odpowiedzi twierdzącej /C/ lub negatywnej IN/.

Kapitan powinien zatrzymać statek i ułatwić wejście na statek zespołowi kontrolującemu, chyba że aktualnie łowi, wydaje lub wybiera sieci, w którym to przypadku powinien zatrzymać statek i ułatwić wejście na pokład natychmiast po zakończeniu wybierania.

5. Wchodząc na statek inspektor powinien przedstawić dokument tożsamości opisany powyżej. Inspekcje powinny być przeprowadzane tak, by statek poniósł jak najmniej zakłóceń i niewygód.
Inspektor powinien ograniczyć swoje badania do ustalenia faktów związanych z przestrzeganiem Porozumienia.. Wykonując swoje badanie inspektor może prosić kapitana o udostępnienie mu rybackiego dziennika okrętowego i udzielenie innej pomocy, jakiej może to wymagać. Powinien on sporządzić sprawozdanie z inspekcji używając załączonego formularza. Inspektorzy będą zaopatrzeni w załączone pytania w językach polskim i angielskim. Inspektor powinien podpisać sprawozdanie w obecności kapitana statku, który będzie upoważniony do dodania do sprawozdania swych uwag. Kapitan powinien podpisać te uwagi. Kopie sprawozdania powinny być przekazane kapitanowi statku oraz Rządowi inspektora, który powinien przekazać kopie właściwym władzom państwa bandery statku. W przypadku odkrycia jakiegokolwiek naruszenia Porozumienia inspektor powinien w miarę możliwości poinformować o tym jakikolwiek statek kontrolny państwa bandery znajdujący się w pobliżu.

6. Inspektorzy powinni wykonywać swoje obowiązki na podstawie niniejszych ustaleń zgodnie z przepisami określonymi w niniejszym zaleceniu z tym, że w swym działaniu będą oni podlegać swoim władzom państwowym i będą odpowiedzialni przed tymi władzami.

7. Każdy Rząd powinien rozpatrywać sprawozdania obcych inspektorów, sporządzone według niniejszych ustaleń i działać na podstawie takich sprawozdań w taki sam sposób jak na podstawie sprawozdań własnych inspektorów. Przepisy niniejszego punktu nie nakładają na którykolwiek z Rządów obowiązków przyznania sprawozdaniu obcego inspektora większej wartości dowodowej niż posiadałoby ono w kraju inspektora. Każdy Rząd powinien współpracować w celu ułatwienia postępowania prawnego lub innego postępowania wynikającego ze sprawozdania inspektora, sporządzonego w ramach tych ustaleń.

8. Inspektor może, z zastrzeżeniem wszystkich ograniczeń, nałożonych wspólnie przez oba Rządy, przeprowadzać takie badanie połowu i sprzętu

rybackiego, jakie uzna za konieczne dla stwierdzenia, czy Porozumienie jest lub nie jest przestrzegane.

Powinien od przekazać swoje spostrzeżenia władzom państwa bandery kontrolowanego statku, tak szybko jak to jest możliwe.

Uzgodniono- że kontrola ryb i sprzętu rybackiego może być przeprowadzana i pod pokładem statków rybackich każdego kraju.

System wspólnej kontroli odnosi się do gatunków ryb, które są wymienione w artykule 2 Porozumienia, a mianowicie:

po angielsku		po polsku
1. Scup	/Stenotomus chrysops/	Skap
2. Flounders	/Paralichthys dentatus - "summer" Pseudopleuronectes americanus-"winter"	Płastugi
3. Yellowtail	/Limanda ferruginea Storer/	Żółcica
3. Red Hake	/Urophycis chuss/	Miętus czerwony
4. Silver Hake	/Merluccius bilinearis/	Morszczuk
5. Menhaden	/Brevoortia tyrannus/	Menhaden
6. Black Sea Bass	/Centropristes striatus/	Czarny ikoń morski
7. River Herring	/Alosa Pseudoharengus - "Alewife"/ /Alosa Arstivalis - "Bluebacks"/	Aloza
8. Bluefish	/Pomatomus saltatrix/	Tasergal
9. Lobster	/Homarus americanus/	Homar

SPRAWOZDANIE Z DOBROWOLNEJ INSPEKCJI

/należy wypełniać literami drukowanymi/

UPOWAŻNIONY INSPEKTOR

1. Nazwisko, imię i narodowość.
2. Nazwa, litery identyfikacyjne lub numer statku przewożącego inspektora.

INFORMACJE CO DO KONTROLOWANEGO STATKU.

3. Przynależność państwowa.
4. Nazwa statku i rejestracja.
5. Nazwisko i imię kapitana.
6. Nazwisko, imię i adres właściciela statku.
7. a/ Pozycja określona przez inspektora o godz. .....GMT
   b/ Pozycja określona przez kapitana statku o godz. .....GMT

DATA ORAZ CZAS ROZPOCZECIA I ZAKONCZENIA INSPEKCJI

8. a/ Data
   b/ Godzina przybycia na pokład
   c/ Godzina odjazdu

DANE WYNIKAJACE Z INSPEKCJI

9. Wynik inspekcji ryb
   a/ Lista gatunków
   b/ Przybliżona waga każdego gatunku lub procent.
10. Wynik inspekcji sprzętu rybackiego.
11. Komentarze i/lub uwagi inspektora.
12. Oświadczenia świadków.

    Podpisy świadków .....

    Podpis upoważnionego inspektora .....
13. Komentarze i/lub uwagi kapitana statku
14. Podpis kapitana .....

    /który powinien podpisać ostatni. Wszyscy inni podpisują w jego obecności/.

PYTANIA INSPEKTORA

DO KAPITANA STATKU

1. Jestem inspektorem działającym na podstawie Porozumienia pomiędzy Stanami Zjednoczonymi Ameryki a Polską Rzecząpospolitą Ludową. Oto moja legitymacja.

2. Kto jest kapitanem tego statku?

3. Czy Pan wie, że ta kontrola jest dobrowolna?

4. Proszę o pańską pomoc przy badaniu połowu , sieci i dokumentów /świadectwo przynależności państwowej/ eybacki dziennik okrętowy/.

5. Proszę sprawdzić, że obecnie jest godzina .....G.M.T.

6. Proszę niech mi Pan pokaże rybacki dziennik okrętowy, jeżeli taki Pan posiada.

7. Proszę mi podać pańskie imię i nazwisko.

8. Proszę napisać nazwisko i adres właściciela pańskiego statku.

9. Czy poławia Pan w celach przemysłowych?

10. Zapisuję Pańską pozycję jako: .....°szerokości .....°długości o godzinie .....G.M.T. Czy Pan się zgadza?

11. Zgadzam się/Tak/.

12. Nie zgadzam się/Nie/.

13. Czy zechce Pan sprawdzić pańską pozycję moimi przyrządami na pokładzie statku inspekcyjnego?

14. Czy teraz zgadza się Pan z tą pozycją? Jeżeli nie, to powinien Pan zapisać pozycję wg pańskwiej oceny w punkcie 7b/ formularza sprawozdania.

15. Czy Pan wie, że Pan łowi w obrębie obszaru zamkniętego dla połowów?

16. Czy Pan wie, że Pan łowi nieodpowiednią siecią w obrębie obszaru zamkniętego.

17. Gdzie są pańskie pomieszczenia robocze?

18. Proszę niech Pan włączy te światła.

19. Chcę sprawdzić Pański połów. Czy skończył Pan już sortowanie ryb?

20. Czy zechce Pan wyłożyć te ryby.

21. Chcę sprawdzić Pańskie sieci. Czy używa Pan sieci czy pelagicznych?

22. Nie stwierdziłem żadnych wykroczeń przeciw Porozumieniu o czym powiadomię państwo bandery waszego statku.

23. Proszę poświadczyć fotografie wymienione w sprawozdaniu przez postawienie daty i podpisu.

24. Czy ma Pan jakich świadków, którzy pragną zrobić uwagi?. Jeżeli tak, mogą je wnieść we własnym języku w punkcie 12 formularza Sprawozdania.

25. Czy pragnie Pan zrobić jakieś komentarze lub uwagi dotyczące tej inspekcji? jeśli tak, proszę je wnieść we własnym języku w punkcie 13 formularza sprawozdania, w którym ja zapisałem moje spostrzeżenia.

26. Proszę o podpisanie sprawozdania w punkcie 14.

27. Opuszczam statek. Proszę o sprawdzenie, że jest godz. .....GMT.

28. Dziękuję Panu. Szczęśliwej podróży.

AGREED MINUTES

The representatives of the Government of the United States of America and the Government of the Polish People's Republic have agreed to record the following:

A. Documents relating to the status of stocks and scientific and technical cooperation prepared by the American and Polish scientists [1] are attached to these Minutes.

B. It was understood that both sides shall limit their catches of sea herring and mackerel from the Mid-Atlantic stocks (which migrate between the waters of ICNAF Statistical Sub-area 6 and Georges Bank in Subdivision 5Z of Sub-area 5) so that the aggregate catches of sea herring and mackerel from these stocks shall not exceed the agreed upon ICNAF national allocations and shall comply with applicable ICNAF size limitations; it was further understood that the voluntary scheme of joint inspection under the bilateral Agreement will also apply to catches from these stocks taken by vessels while operating in ICNAF Statistical Sub-area 6.

C. It was understood that Polish fishing vessels will adhere to the provisions of Article 2 of the Agreement concerning menhaden southward to 30° North Latitude.

D. It was understood that the provisions of the Agreement concerning entry of Polish fishing vessels, fishery research vessels, and fishery support vessels to

[1] Not printed.

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United States ports are without prejudice to further discussions between the two sides concerning port privileges for other types of vessels.

E. Pursuant to applicable United States laws and regulations, the United States Government will attempt to facilitate the issuance of appropriate documents for entry into the United States of a crewman who was included on the crew list visa of a Polish fisheries vessel, but who was transferred to another fisheries vessel at sea, when the latter vessel enters United States ports pursuant to the Agreement. The agent for the vessel should inform the United States Immigration and Naturalization Service of such a transfer as long as possible before entry into the port.

F. It was noted that representatives of the Polish Government desired to discuss further accommodation for access by Polish fisheries vessels to ports along the Atlantic coast of the United States at further meetings of the two Governments.

G. It was noted that representatives of the Polish Government expressed interest in discussing at a future meeting arrangements to facilitate access of Polish fisheries vessels to ports along the Pacific coast of the United States, and it was understood that the nature of any fisheries operations planned by

Poland along the Pacific coast of the United States would be discussed by the two Governments prior to their implementation.

Warsaw, June 2, 1973

FOR THE DELEGATION OF THE UNITED STATES:

Donald L. McHenry

FOR THE DELEGATION OF THE POLISH PEOPLE'S REPUBLIC:

AGREED MINUTES

Przedstawiciele Rządu Stanów Zjednoczonych i Polskiej Rzeczypospolitej Ludowej zgodzili się na zanotowanie, że:

A. Dokumenty odnośnie stanu zasobów rybnych i współpracy naukowo-technicznej przygotowane przez amerykańskich i polskich naukowców są załączone do niniejszego dokumentu.

B. Rozumie się, że obie strony ograniczą swe połowy śledzia i makreli z zasobów Srodkowego Atlantyku, które przemieszczają się w wodach szóstego rejonu statystycznego ICNAF oraz ławicy Georges w podrejonie 5Z rejonu 5/ tak, że łączne połowy śledzia morskiego i makreli z tych zasobów nie przekroczą wyznaczonych przez ICNAF krajowych limitów i będą zgodne ze stosowanymi w ICNAF ustaleniami odnośnie wielkości ryb; poza tym rozumie się, że dobrowolny system wspólnej inspekcji w ramach dwustronnego porozumienia, będzie stosowany również do połowów z łowisk szóstego rejonu statystycznego ICNAF.

C. Rozumie się, że polskie statki rybackie będą respektowały przepisy artykułu 2 Porozumienia w odniesieniu do menhadena w rejonie do 30° szerokości północnej.

D. Rozumie się, że przepisy Porozumienia dotyczące zawinięć polskich statków łowczych, statków badawczych i rybackich statków pomocniczych do portów Stanów Zjednoczonych nie mają wpływu na dalsze rozmowy między obu stronami na temat przywilejów portowych dla innych typów statków.

E. Zgodnie z odpowiednimi prawami i zarządzeniami Stanów Zjednoczonych, Rząd Stanów Zjednoczonych podejmie starania dla ułatwienia wydawania odpowiednich dokumentów na wjazd do Stanów Zjednoczonych członka załogi wpisanego do listy wizowej załogi polskiego

statku rybackiego, który został przeniesiony na morzu na inny statek, wchodzący do portu Stanów Zjednoczonych zgodnie z Porozumieniem. A gent statku powinien zawiadomić Służbę Imigracji i Naturalizacji Stanów Zjednoczonych o takim przeniesieniu tak wcześnie jak to jest możliwe przed wejściem do portu.

F. Przyjęto do wiadomości, że przedstawiciele Rządu Polskiego wyrazili życzenie przeprowadzenia w przyszłości rozmów na temat dalszych ułatwień w zawijaniu polskich statków rybackich do portów atlantyckich Stanów Zjednoczonych.

G. Przyjęto do wiadomości, że przedstawiciele Rządu Polskiego wyrazili zainteresowanie w przeprowadzeniu na przyszłym spotkaniu rozmów na temat ułatwienia polskim statkom rybackim zawinięć do portów S tanów Zjednoczonych położonych na wybrzeżu Pacyfiku. Rozumie się, że podjęcie jakiejkolwiek planowanej działalności polskiego rybołówstwa na wodach Pacyfiku wzdłuż wybrzeży Stanów Zjednoczonych byłoby omawiane przez oba Rządy przed podjęciem tej działalności.

Warszawa, 2 czerwca 1973 r.

Za delegację
Stanów Zjednoczonych:

Za delegację:
Polskiej Rzeczypospolitej Ludowej

IRELAND

Air Transport Services

Agreement amending the agreement of February 3, 1945, as amended.
Effected by exchange of notes
Signed at Dublin June 11, 1973;
Entered into force June 11, 1973.

The Irish Minister for Foreign Affairs to the American Ambassador

OIFIG AN AIRE GHNÓTHÁI EACHTRACHA
OFFICE OF THE MINISTER FOR FOREIGN AFFAIRS

BAILE ÁTHA CLAITH 2
DUBLIN 2

JUNE, 1973.

EXCELLENCY,

I have the honour to refer to the discussions which have taken place over the past few years concerning the Air Transport Agreement of February 3, 1945, between our two Governments, as amended.[1]

2. On the basis of these discussions I have the honour to propose

(a) the following addition to Paragraph A of the Annex to the Agreement, as amended:

"In addition, one of the said airlines, to be designated by the Government of the United States, is accorded in the territory of Ireland rights of transit, non-traffic stop and commercial entry for international traffic at Shannon and Dublin, on the following route: the United States to Ireland, via intermediate points, in both directions: provided that all flights on this route, in either direction, shall serve Shannon; this requirement shall terminate if any other airline inaugurates services between Dublin and the United States in either direction, without a traffic stop at Shannon.";

(b) that the proviso at the end of Paragraph B of the Annex to the Agreement, as amended, be further amended to read as follows:

[1] EAS 460, TIAS 1620, 4007; 59 Stat. 1402; 61 Stat. 2872; 9 UST 307.

"provided that Chicago shall not be served by any flight serving Boston during the months May to October inclusive or by any flight serving New York in either direction.";

(c) that the rights granted to the Government of Ireland under Paragraph B of the Annex to the Agreement, as amended, which were terminated by notification of the Government of the United States under Article 9 of the Agreement in a Note dated August 18, 1971,[1] be restored to the Government of Ireland with effect from the present date;

(d) that neither Government will invoke the provisions of Article 9 of the Agreement for a period extending to March 31, 1977.

3. The text of the Annex to the Agreement, revised accordingly, is attached to this Note.

4. If these proposals are acceptable to your Government, it is suggested that this Note, together with your reply thereto, shall constitute an Agreement between our two Governments in the matter, effective from the date of your reply.

Accept, Excellency, the assurance of my highest consideration.

GARRETT FITZGERALD

His Excellency Mr. JOHN D. J. MOORE,
Ambassador Extraordinary and Plenipotentiary,
Embassy of the United States of America,
42 Elgin Road,
Ballsbridge,
Dublin, 4.

Annex to Air Transport Agreement Between the United States of America and Ireland

A. Airlines of the United States authorised under the present agreement are accorded in the territory of Ireland rights of transit, non-traffic stop, and commercial entry for international traffic at Shannon airport (Foynes and Rineanna), on the following routes:

The United States to Ireland and countries beyond, via intermediate points; in both directions.

In addition, one of the said airlines, to be designated by the Government of the United States, is accorded in the territory of Ireland rights of transit, non-traffic stop and commercial entry for interna-

[1] Not printed.

tional traffic at Shannon and Dublin, on the following route: the United States to Ireland, via intermediate points, in both directions: provided that all flights on this route, in either direction, shall serve Shannon; this requirement shall terminate if any other airline inaugurates services between Dublin and the United States in either direction, without a traffic stop at Shannon.

B. Airlines of Ireland authorised under the present agreement are accorded in the territory of the United States rights of transit, non-traffic stop and commercial entry for international traffic at Boston, New York and Chicago on the following route: Ireland via intermediate points to New York (via Boston) and Chicago, in both directions; provided that Chicago shall not be served by any flight serving Boston during the months May to October inclusive or by any flight serving New York in either direction.

C. Aircraft of either contracting party availing itself of the non-traffic stops granted by this agreement may be required by the other contracting party to offer reasonable commercial services in passengers, cargo and mail, both outward and inward.

The American Ambassador to the Irish Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 77 JUNE 11, 1973

EXCELLENCY:

I have the honor to acknowledge receipt of your letter of June 11, 1973, which reads as follows:

> I have the honor to refer to the discussions which have taken place over the past few years concerning the Air Transport Agreement of February 3, 1945, between our two Governments, as amended.
>
> 2. On the basis of these discussions I have the honor to propose
>
> (a) the following addition to Paragraph A of the Annex to the Agreement, as amended:
>
> "In addition, one of the said airlines, to be designated by the Government of the United States, is accorded in the territory of Ireland rights of transit, non-traffic stop and commercial entry for international traffic at Shannon and Dublin, on the following route: the United States to Ireland, via intermediate points, in both directions: provided that all flights on this route, in either direction, shall serve Shannon; this requirement shall terminate if any other airline inaugurates services between Dublin

and the United States in either direction, without a traffic stop at Shannon.";

(b) that the proviso at the end of Paragraph B of the Annex to the Agreement, as amended, be further amended to read as follows:

"provided that Chicago shall not be served by any flight serving Boston during the months May to October inclusive or by any flight serving New York in either direction.";

(c) that the rights granted to the Government of Ireland under Paragraph B of the Annex to the Agreement, as amended, which were terminated by notification of the Government of the United States under Article 9 of the Agreement in a Note dated August 18, 1971, be restored to the Government of Ireland with effect from the present date;

(d) that neither Government will invoke the provisions of Article 9 of the Agreement for a period extending to March 31, 1977.

3. The text of the Annex to the Agreement, revised accordingly, is attached to this Note.[1]

4. If these proposals are acceptable to your Government, it is suggested that this Note, together with your reply thereto, shall constitute an Agreement between our two Governments in the matter, effective from the date of your reply.

Your proposals are acceptable to the United States Government and I confirm that your Note and this reply shall be regarded as constituting an Agreement between our two Governments in the matter, effective from the date of this reply.

JOHN D J MOORE

His Excellency
Dr. GARRETT FITZGERALD,
Minister for Foreign Affairs,
Dublin.

[1] See p. 1579.

IRELAND

Air Charter Services

Agreement effected by exchange of notes
Dated at Washington June 7 and 8, 1973;
Entered into force June 8, 1973.

The Secretary of State to the Irish Ambassador

DEPARTMENT OF STATE
WASHINGTON

JUNE 7, 1973

EXCELLENCY:

I have the honor to refer to your note of June 1, 1973,[1] and subsequent discussions which have taken place at Washington with regard to procedures for implementing and enforcing the rules adopted for new advance charters.

It is my understanding that the discussions have resulted in agreement on a Memorandum of Understanding on Travel Group and Advance Booking Charters[2] which has been initialed and referred for approval to the United States and Irish Governments. In addition, I understand that your government has offered to accord immediate recognition of the charterworthiness of charter traffic originating in the United States operated in accordance with the Travel Group Charter rules during June 1973. In view of these developments, I have the honor to inform Your Excellency that the Civil Aeronautics Board is prepared to accept as charterworthy Advance Booking Charters originating in Ireland during June 1973 pending final conclusion of the Memorandum of Understanding. In regard to those flights already proposed for June 12, 13 and 16, described in your note of June 1, your assurance that these three flights conform to terms of the Irish Advance Booking Charter Rules and the Memorandum of Understanding will provide sufficient basis for the Civil Aeronautics Board to approve them.

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[1] Not printed.
[2] See TIAS 7662; *post*, p. 1584.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
WILLIAM WARNOCK,
Ambassador of Ireland.

The Irish Ambassador to the Secretary of State

The Ambassador of Ireland presents his compliments to the Honorable the Secretary of State and has the honor to acknowledge receipt of the Secretary's Note dated June 7th, 1973, regarding procedures for implementing and enforcing the rules adopted for new advance charters.

The Ambassador understands that agreement on a memorandum of understanding on travel group and advance booking charters was reached on Thursday June 7th, that the memorandum was initialled and that it has been referred for approval to the Governments of the United States and Ireland.

The Ambassador wishes to confirm the understanding of the Honorable the Secretary of State regarding the recognition of charterworthiness of charter traffic originating in the United States and operated in accordance with the Travel Group Charter rules during June 1973 and to state that the Civil Aviation Authorities of the Government of Ireland are prepared to accept as charterworthy Travel Group charters originating in the United States during June 1973 pending final conclusion of the memorandum of understanding. The Ambassador notes that the Civil Aeronautics Board is prepared to accept as charterworthy advance booking charters originating in Ireland during June 1973.

The Ambassador wishes to confirm that the advance booking charter flights proposed for June 12, June 13 and June 17, the latter replacing the June 16 proposed flight, which were the subject of his note dated June 1st, 1973, conform to the terms of the Irish advanced booking charter rules and the memorandum of understanding.

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

[SEAL]

JUNE 8 1973

IRELAND

Air Charter Services

Agreement effected by exchange of notes
Signed at Washington June 28 and 29, 1973;
With memorandum of understanding;
Entered into force June 29, 1973.

The Irish Ambassador to the Secretary of State

AMBASÁID NA HÉIREANN
EMBASSY OF IRELAND
WASHINGTON, D.C. 20008

28th JUNE 1973.

EXCELLENCY:

I have the honor to refer to discussions which have taken place recently with regard to procedures for implementing and enforcing the rules adopted for advance charters in the future and to a memorandum of understanding on travel group and advance booking charters adopted at the conclusion of these discussions on Thursday, 7th June, in Washington, subject to the approval of the Government of Ireland and the Government of the United States. The text of the memorandum is enclosed as an annex to this letter.

I have the honor to inform Your Excellency that the provisions of the memorandum of understanding referred to above are acceptable to the Government of Ireland and to propose that if they are acceptable also to the Government of the United States, this letter and your reply to that effect, together with the memorandum of understanding, shall constitute an agreement between our two Governments in the matter, effective from the date of your reply.

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

W. WARNOCK

William Warnock,
Ambassador of Ireland.

His Excellency WILLIAM P. ROGERS,
Secretary of State,
Department of State,
Washington D.C. 20520.

Memorandum of Understanding

Representatives of the Government of the United States of America and of the Government of Ireland have discussed the conditions governing Travel Group Charter (TGC) flights and Advance Booking Charter (ABC) flights between the United States and Ireland, and have concluded that each country's rule formulation contains a number of important elements specifically related to the dissimilar marketing conditions, internal legal situation and enforcement structure of each country. In other respects the major aspects of the ABC and TGC rules are nearly identical, and the rules are decidedly "advance charter" rules in the transatlantic connotation of the term.

With regard to the major elements related to the dissimilar marketing conditions, internal legal situation, and enforcement structure of each country, it appeared to be impossible for organizers or carriers of either country to achieve simultaneous conformity with the rules of both countries on particular flights. Accordingly, the practical solution for the time being which will best serve the public interest in the operation of "advance charters—TGC/ABC's", in the transatlantic market, will be that traffic conforming with the advance charter rules of the country of origin of the traffic should be accepted as charterworthy by the other country.

This memorandum sets forth the agreed regulatory procedures to give effect to this concept, as well as particular actions each will undertake, for the period ending December 31, 1975.

This understanding may be terminated at the end of any calendar year, provided at least three months' prior notice has been given. This understanding may also be terminated immediately upon notice to the other Party at such time as either Party terminates or abandons the advance charter regulation which was the basis for its entry into this understanding.

As agreed procedures for mutual implementation and enforcement of "advance charter" regulations, the regulatory authorities of each Party shall:

(1) Without prejudice to otherwise authorized charter operations, accept as charterworthy advance charter transatlantic traffic (a) originated in the territory of the other Party and operated pursuant to the "advance charter" (TGC or ABC)[1] rules of that Party, and (b) originated outside the territory of either Party and operated pursuant to "advance charter" rules which the Party to whose territory the charter flights are operated has recognized.

[1] TGC means those rules of the United States embodied in Part 372A of the Special Regulations of the United States Civil Aeronautics Board, and any amendment thereto. ABC means those rules of Ireland set forth in Department of Transport and Power, Ireland, Advance Booking Charter (ABC) Flights, Rules of Charterworthiness, June 1973, and any amendments thereto.

(2) Not require the routine filing with them of passenger lists and other documents for charter flights (a) originated in the territory of the other Party and operated pursuant to the "advance charter" rules of that Party, and (b) originated outside the territory of either Party and operated pursuant to "advance charter" rules which the Party to whose territory the charter flight is operated has recognized.

(3) On request of the regulatory authorities of the other Party, transmit passenger lists and other appropriate documents to the regulatory authorities of that Party to facilitate the conduct by such authorities of preflight spot checks of flights operated pursuant to the transmitting Party's "advance charter" rules, especially if on such flights groups of differing character are included, and also in the case of open-jaw flights.

(4) Transmit to the regulatory authorities of the other Party, for appropriate enforcement of the latter's rules, evidence obtained of possible rule violations on flights operated pursuant to the "advance charter" rules of that Party.

(5) Conduct spot checks, from time to time, and post flight reviews of "advance charter" flights operated pursuant to their rules, take appropriate action when violations are observed, and regulate within the limits of their respective laws and regulations the conduct of charter organizers operating in their territory.

(6) Require the filing of tariffs and enforce conformity to tariff rules, on all flights operated in accordance with TGC or ABC rules.

(7) Consult with the appropriate authorities of the other Party about uneconomical, unreasonable, or unjustly discriminatory charter rates charged or proposed to be charged for services conducted pursuant to this understanding and, in the event of no resolution by consultation, may take appropriate action to prevent the inauguration or continuation of uneconomical, unreasonable, or unjustly discriminatory rates.

(8) Stand ready to modify their "advance charter" rules should it become necessary in order to prevent undue diversion from the scheduled air services of each between their territories.

(9) Strive for commonality of rules for "advance charter" traffic.

(10) Accept as charterworthy any bona fide "prior affinity" charter traffic conforming to its rules during the period of validity of this type of charter.

(11) Immediately take the administrative measures necessary under their own laws to accept as charterworthy for the duration of this agreement and of any arrangement which may supersede it traffic which originates in the territory of the other Party and conforms to its advance charter rules.

The Secretary of State to the Irish Ambassador

DEPARTMENT OF STATE
WASHINGTON

29 JUNE 1973

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated June 28, 1973 and an attached Memorandum of Understanding on Travel Group and Advance Booking Charters.

I have the honor to inform Your Excellency that the United States Government agrees to the provisions of the Memorandum of Understanding and also agrees that your note, together with the Memorandum of Understanding and this reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force on today's date and shall remain in force until December 31, 1975.

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

For the Secretary of State:

RAYMOND J. WALDMANN

His Excellency
WILLIAM WARNOCK,
Ambassador of Ireland.

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Consideration of Claims Resulting from Damage to Fishing Vessels or Gear and Measures to Prevent Fishing Conflicts

Protocol adding annex II to the agreement of February 21, 1973.
Signed at Copenhagen June 21, 1973;
Entered into force June 21, 1973.

PROTOCOL TO THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
RELATING TO THE CONSIDERATION OF CLAIMS RESULTING
FROM DAMAGE TO FISHING VESSELS OR GEAR
AND MEASURES TO PREVENT FISHING CONFLICTS

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

Considering that a common understanding is desirable on the application of the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Relating to the Consideration of Claims Resulting from Damage to Fishing Vessels or Gear and Measures to Prevent Fishing Conflicts, done at Moscow on February 21, 1973, [1] hereinafter referred to as the Agreement,

Noting the discussion of this matter during meetings of the

[1] TIAS 7575; 24 UST.

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representatives of the two Governments in Moscow in January-February, 1973 and in Copenhagen in June, 1973,

Have agreed to the following:

1. The Government of the United States of America and the Government of the Union of Soviet Socialist Republics agree that the two American-Soviet Fisheries Claims Boards established under the Agreement shall consider claims arising in the Western areas of the Atlantic Ocean in addition to their consideration of claims arising in the northeastern Pacific Ocean.

2. The two Governments agree that the Annex attached to this Protocol shall constitute Annex II to the Agreement Relating to the Consideration of Claims Resulting from Damage to Fishing Vessels or Gear and Measures to Prevent Fishing Conflicts, and shall form an integral part of that Agreement.

3. The two Governments understand that the Claims Boards mentioned in paragraph 1 above shall be guided by the criteria set forth in Annex II in their consideration of those claims which arise in the Western areas of the Atlantic Ocean subsequent to the entry into force of this Protocol. The two Governments shall encourage their fishermen to follow, insofar as practicable, the rules set out in this Annex.

4. The two Governments understand that the Annex attached to this Protocol contains interim rules which are subject to modification or termination by mutual agreement at any time. It is further understood that representatives of the two Governments shall consider more specific rules for fixed gear within six months following the signing of this Protocol.

5. The above provisions shall form an integral part of the Agreement.

6. This Protocol shall enter into force on signature, and shall remain in force during the period of validity of the

Agreement, subject to the provisions of Articles XII and XIII thereof.

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

DONE in Copenhagen, June 21, 1973, in duplicate, in English and Russian, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

[1] Donald L. McKernan
[2] Vladimir M. Kamentsev

ANNEX II

MEASURES TO PREVENT FISHING CONFLICT
IN THE WESTERN AREAS OF THE ATLANTIC OCEAN
OFF THE COAST OF NORTH AMERICA

1. a. This Annex applies to the waters of the Atlantic Ocean off the coast of North America.

b. For purposes of this Annex,

"fishing vessel" means any vessel engaged in the business of catching fish;

"vessel" means any fishing vessel and any vessel engaged in the business of processing fish or providing supplies or services to fishing vessels.

2. a. Fishing vessels shall be registered and marked in order to ensure their proper identification at sea in accordance with the regulations of each Government. The competent authorities of each Government shall inform the competent authorities of the other Government of the system of registration and marking used.

b. Each fishing vessel shall carry on board an official document, issued by the competent authority of its country, showing the name, if any, and description of the vessel, its nationality, its registration letter or letters and number, and the name of the owner or of the firm or association to which it belongs.

c. Each fishing vessel shall carry a national flag in good condition to be shown at the request of the competent authorities.

d. The nationality of a fishing vessel shall not be concealed in any manner whatsoever.

3. a. Subject to compliance with the International Regulations for Prevention of Collisions at Sea all vessels shall conduct their operations so as not to interfere with the operations of fishing vessels, or fishing gear.

b. Vessels arriving on fishing grounds where fishing vessels are already fishing or have set their gear for that purpose shall inform themselves of the position and extent of gear already placed in the sea and shall not place themselves or their fishing gear so as to interfere with or obstruct fishing operations already in progress.

c. No vessel shall anchor or remain on a fishing ground where fishing is in progress if it would interfere with such fishing unless required for the purpose of its own fishing operations or in consequence of accident or other circumstances beyond its control.

d. Except in cases of force majeure no vessel shall dump in the sea any article or substance which may interfere with fishing or obstruct or cause damage to fish, fishing gear or fishing vessels.

e. No vessel shall use or have on board explosives intended for the catching of fish.

f. In order to prevent damage, fishing vessels engaged in trawling and other fishing vessels with gear in motion shall take all practicable steps to avoid nets and lines or other gear which is not being towed.

g. (1) When nets belonging to different fishing vessels get foul of each other, they shall not be severed without the consent of the parties concerned unless it is impossible to disengage them by other means.

(2) When fishing vessels fishing with lines entangle their lines, the fishing vessel which hauls up the lines shall not sever them unless they cannot be disengaged in any other way, in which case any lines which may be severed shall where possible be immediately joined together again.

(3) Except in cases of salvage and the cases to which the two preceding subparagraphs relate, nets, lines or other gear shall not under any pretext whatever, be cut, hooked, held on to or lifted up except by the fishing vessel to which they belong.

(4) When a vessel fouls or otherwise interferes with gear not belonging to it, it shall take all necessary measures for reducing to a minimum the injury which may result to such gear. The fishing vessel to which the gear belongs shall, at the same time, avoid any action tending to aggravate such damage.

4. With respect to nets, lines and other gear anchored in the sea, fishing vessels shall comply with the rules set out below in this paragraph.

a. Gear shall be marked sufficiently to indicate its position and extent. The ends of lines to which lobster pots are attached should be marked with buoys. The westernmost (meaning the half compass circle from south through west to and including north) end buoy should be fitted with two flags one above the other or one flag and a radar reflector, and the easternmost (meaning the half compass circle from north through east to and including south)end buoy should be fitted with one flag or a radar reflector. The westernmost end buoy may be fitted with one or two white lights, and the easternmost end buoy may be fitted with one white light. On lobster gear extending more than 1 1/2 miles additional buoys should be placed at distances of not more than 1 mile so that no part of the gear extending 1 mile or more is left unmarked. Each additional buoy should be fitted with a flag or a radar reflector and may be fitted with one white light. The flagpole of each buoy should have a height of at least 2 meters above the buoy. Each buoy should be marked so that ownership may be determined.

b. Fishing vessels operating gear anchored in the sea shall, when they are present, notify approaching vessels of the position and extent of gear.

c. Fishing vessels using mobile gear shall:

(1) Maintain a continuous visual and radar watch for markers indicating the position and extent of gear anchored in the sea.

(2) Avoid areas where gear is known to be anchored in the sea during periods of reduced visibility and hours of darkness.

5. The Government of the United States of America and the Government of the Union of Soviet Socialist Republics will take steps to minimize the possibility of conflict between gear anchored in the sea and mobile fishing gear. This will include:

a. For the American side, with respect to lobster gear,

(1) Development and use of improved marking, deployment, and notification practices,

(2) Timely notice to the Soviet fishing fleet of known locations of gear, and

(3) Notice to the Soviet fishing fleet of markings in use.

b. For both sides, development and use of improved radio communications between individual vessels of both countries.

c. For the Soviet side, notice to American authorities of areas of concentration of the Soviet fishing fleet.

ПРОТОКОЛ

к Соглашению между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о рассмотрении претензий, возникающих в связи с повреждением рыболовных судов или орудий лова, и о мерах по предотвращению промысловых конфликтов

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

считая желательным взаимное понимание порядка применения Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о рассмотрении претензий, возникающих в связи с повреждением рыболовных судов или орудий лова, и о мерах по предотвращению промысловых конфликтов, заключенного в Москве 21 февраля 1973 года, в дальнейшем именуемого "Соглашение"

принимая к сведению дискуссию по этому вопросу во время встреч представителей обоих Правительств в Москве в январе-феврале 1973 года и в Копенгагене в июне 1973 года,

согласились о нижеследующем:

1. Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик соглашаются с тем, что созданные в рамках Соглашения две Советско-Американские Комиссии по рыболовным претензиям будут, в дополнение к рассмотрению ими претензий, возникающих в северо-восточной части Тихого океана, также рассматривать претензии, возникающие в западных районах Атлантического океана.

2. Оба Правительства соглашаются с тем, что Приложение к настоящему Протоколу представляет собой Приложение II к Соглашению о рас-

смотрении претензий, возникающих в связи с повреждением рыболовных судов или орудий лова, и о мерах по предотвращению промысловых конфликтов и являются неот'емлемой частью Соглашения.

3. Оба Правительства полагают, что Комиссии по претензиям, упомянутые выше в параграфе I, при рассмотрении ими претензий, возникающих в западных районах Атлантического океана после вступления в силу настоящего Протокола, будут руководствоваться критериями, изложенными в Приложении II. Оба Правительства будут поощрять своих рыбаков следовать, поскольку это практически возможно, правилам, изложенным в этом Приложении.

4. Оба Правительства полагают, что Приложение к настоящему Протоколу содержит временные правила, которые в любое время по их взаимному согласию могут быть изменены или их действие прекращено. Кроме того, понимается, что представители обоих Правительств рассмотрят более конкретные правила для неподвижных орудий лова в течение шести месяцев со дня подписания настоящего Протокола.

5. Вышеизложенные положения являются неот'емлемой частью Соглашения.

6. Настоящий Протокол вступает в силу с момента его подписания и остается в силе в течение периода действия Соглашения в соответствии с положениями Статей XII и XIII Соглашения.

В удостоверение чего нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящий Протокол.

Совершено в Копенгагене 21 июня 1973 года, в двух экземплярах, на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

За Правительство
Союза Советских
Социалистических Республик

ПРИЛОЖЕНИЕ П

МЕРЫ ПО ПРЕДОТВРАЩЕНИЮ ПРОМЫСЛОВЫХ КОНФЛИКТОВ В ЗАПАДНЫХ РАЙОНАХ АТЛАНТИЧЕСКОГО ОКЕАНА У ПОБЕРЕЖЬЯ СЕВЕРНОЙ АМЕРИКИ

I. а. Настоящее Приложение применимо к водам Атлантического океана у побережья Северной Америки.

в. Для целей настоящего Приложения термин "рыболовное судно" означает любое судно, занятое ловом рыбы. Термин "судно" означает любое рыболовное судно и любое судно, занятое обработкой рыбы, или снабжением, или обслуживанием рыболовных судов.

2. а. Рыболовные суда должны быть зарегистрированы и иметь опознавательные знаки, обеспечивающие правильное их опознавание в море в соответствии с правилами, установленными компетентными властями каждого Правительства. Компетентные организации каждого Правительства информируют компетентные организации другого Правительства о состоянии регистрации и применяемых опознавательных знаках.

в. Каждое рыболовное судно должно иметь на борту официальный документ, выданный компетентной организацией его страны, с указанием названия (если таковое имеется) и описанием судна, его национальной принадлежности, регистрационной буквы или букв и номера, а также наименование владельца или фирмы ассоциации, которым оно принадлежит;

с. Каждое рыболовное судно должно иметь национальный флаг в хорошем состоянии, который должен подниматься по просьбе компетентных властей;

д. Национальная принадлежность рыболовного судна не должна скрываться каким бы то ни было образом.

3. а. Наряду с соблюдением международных правил для предупреждения столкновения судов в море, все суда должны вести свои операции с таким расчетом, чтобы не мешать работе других судов или орудий лова;

в. Суда, прибывающие на промысловые участки, где рыболовные суда уже ведут лов или выставили орудия лова для этой цели, должны осведомляться о местоположении и протяженности уже выставленных в море орудий лова и не должны вставать сами или помещать свои орудия лова таким образом, чтобы мешать или препятствовать уже проводимым промысловым операциям;

с. Ни одно судно не должно вставать на якорь или оставаться на промысловом участке, где ведется лов, если оно может помешать такому лову, за исключением тех случаев, когда это требуется в целях его собственных промысловых операций или в случае аварии или других обстоятельств от него не зависящих;

д. За исключением форсмажорных обстоятельств ни одно судно не должно сбрасывать в море какие-либо предметы или вещества, которые могут помешать промыслу или явиться препятствием для него, или причинить повреждения рыбе, орудиям лова или рыболовным судам.

е. Ни одно судно не должно использовать или иметь на борту взрывчатые вещества, предназначенные для добычи рыбы;

ф. Для избежания повреждений суда, занятые траленнем, а также другие рыболовные суда с орудиями лова в работе, должны принимать все практически возможные шаги к тому, чтобы обойти сети и яруса или другие небуксируемые орудия лова;

г. (I) в случае, если произойдет сцепление сетей, принадлежащих различным рыболовным судам, то они не должны быть разрезаны, если не представляется возможным разъединить их другим способом, без согласия обеих заинтересованных сторон.

(2) в случае, если произойдет сцепление ярусов различных судов, ведущих ярусный лов рыбы, то рыболовное судно, поднимающее яруса, не должно перерезать их, а если они не могут быть разъединены каким-либо другим путем, то перерезанные в таком случае любые яруса, должны быть по возможности немедленно соединены вновь;

(3) за исключением случаев спасания и случаев, к которым относятся два предыдущих подпункта, сети, яруса или другие орудия лова не должны под каким бы то ни было предлогом перерезаться, зацепляться крюками, удерживаться или подниматься кем-либо за исключением того рыболовного судна, которому они принадлежат;

(4) в случае, если судно запутывает или каким-нибудь другим образом мешает работе не принадлежащего ему орудия лова, оно должно предпринять все необходимые меры, чтобы свести к минимуму ущерб, который может быть причинен этому орудию лова. Рыболовное судно, которому это орудие лова принадлежит, должно в это время избегать предпринимать любые действия, которые могут усугубить такой ущерб.

4. В отношении сетей, ярусов и других орудий лова, стоящих на якоре в море, рыболовные суда будут руководствоваться правилами, изложенными ниже в настоящем параграфе:

а. Орудия лова должны быть соответствующим образом обозначены для того, чтобы указать их позицию и протяженность. Концы линий, к которым крепятся ловушки омаров, обозначаются буями. Крайний к западу концевой буй (имеется в виду половина круга компаса с юга через запад, включая конечную точку севера) оснащается двумя флажками, установленными один над другим, или одним флажком и радарным отражателем, а крайний к востоку концевой буй (имеется в виду половина круга компаса с севера через восток, включая конечную точку юга) оснащается одним флажком или радарным отражателем. Крайний к западу концевой буй может быть оснащен одним или двумя белыми огнями, а крайний к востоку концевой буй может быть оснащен одним белым огнем. На снастях для лова омаров, протяженность которых составляет более I I/2 миль, дополнительные буи должны устанавливаться на расстоянии не более I мили с тем, чтобы ни одна часть орудия лова, протяженность которого составляет I милю или больше, не оставалась необозначенной. Каждый дополнительный буй должен оснащаться флажком или радарным отражателем и может быть оснащен одним белым огнем. Шест каждого буя должен иметь высоту по крайней мере 2 метра над буем. Каждый буй должен быть обозначен таким образом, чтобы можно было определить его владельца.

в. Рыболовные суда, работающие с орудиями лова, стоящими на якоре в море, должны, в случае их присутствия, извещать приближающиеся суда о расположении и протяженности снастей.

с. Рыболовные суда, использующие подвижные орудия лова, должны:

(I) Постоянно осуществлять наблюдение визуально и с помощью радара за знаками, показывающими расположение и протяженность орудий лова, стоящих в море на якоре.

(2) Во время пониженной видимости и темноты избегать районы, в которых, как известно, находятся орудия лова, стоящие на якоре.

9. Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик будут принимать меры для сведения к минимуму возможности конфликтов между орудиями лова, стоящими на якоре в море и подвижными орудиями лова, включая:

а. Для Американской Стороны (в отношении снастей для лова ярусов)

(I) Совершенствование и использование практики улучшенной маркировки, установки снастей и извещения,

(2) Своевременное извещение советского рыболовного флота об известных местах нахождения снастей и

(3) Извещение советского рыболовного флота о применяемой маркировке.

в. Для обеих Сторон совершенствование и использование улучшенной организации радиосвязи между отдельными судами обеих стран.

с. Для Советской Стороны - извещение американских властей о районах концентрации советского рыболовного флота.

UNION OF SOVIET SOCIALIST REPUBLICS

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

Agreement signed at Copenhagen June 21, 1973;
Entered into force July 1, 1973.
With related letter.

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

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

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

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

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

Have agreed on the following:

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

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

(ii) Meetings of scientists.

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

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

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inter alia, information on methods of analysis and data on by-catches.

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

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

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

b. Refrain from increasing the catch of scup, flounders, and black sea bass above the 1967 levels in the waters situated west and south of Sub-area 5 of the Convention area of the 1949 International Convention for the Northwest Atlantic Fisheries [1] and north of 34° North Latitude;

c. Refrain, in the waters specified in sub-paragraph b of this paragraph, from conducting specialized fisheries for scup, flounders, bluefish, and river herring in all

[1] TIAS 2089, 6840, 6841, 7432; 1 UST 488; 21 UST 567, 576; 23 UST 1504.

instances, and from increasing their incidental catch of these species, that is, the catch taken unintentionally when conducting specialized fisheries for other species;

d. Refrain, in the waters situated west and south of Sub-area 5 of the Convention area of the 1949 International Convention for the Northwest Atlantic Fisheries and north of 30° North Latitude, from fishing menhaden during the period from January 1 through April 30, and from increasing the incidental catch of this species;

e. Limit their catches of silver hake, red hake, and flounders (other than yellowtail) from the southern New England stocks so that the aggregate catches of silver hake, red hake, and flounders (other than yellowtail) from these stocks shall not exceed the national allocations agreed upon in the International Commission for the Northwest Atlantic Fisheries (ICNAF);

f. Limit their catches of sea herring and mackerel from the Mid-Atlantic stocks so that the aggregate catches of sea herring and mackerel from these stocks shall not exceed the agreed upon ICNAF national allocations and shall comply with applicable ICNAF size limitations;

g. The provisions of sub-paragraphs a, b, and c of this paragraph shall not apply to vessels under 110 feet in length, nor to vessels fishing for crustacea or molluscs.

3. Fishing vessels of the Union of the Soviet Socialist Republics shall refrain from engaging in the intentional catching of lobster off the coast of the United States north of Cape Hatteras, shall take appropriate measures to minimize incidental catches of lobster in specialized fisheries for other species, and shall return to the sea in a viable condition all lobster taken incidentally insofar as possible.

4. Considering the necessity to conserve the stocks of yellowtail flounder inhabiting the shallow waters in the southern New England and northern Mid-Atlantic areas, taking into account that these stocks migrate in these areas, and realizing that conservation measures may be effective ones only if applied to a stock as a whole, the Government of the Union of Soviet Socialist Republics agrees to limit the fishing operations of the vessels of the Union of Soviet Socialist Republics more than 145 feet in length to mid-water trawling, using mid-water trawl doors, during the period from July 1 through December 31 in the area adjacent to the United States coast north of 40°20'N and south of 43°17'N, and west of the line drawn between the points 68°15'W, 40°20'N and 70°00'W, 43°17'N. Representatives of both Governments will meet prior to the expiration of the period of validity of this Agreement, with a view to considering further conservation measures for yellowtail flounder stocks. The implementation of this paragraph of the Agreement shall not result in an increase in fishing vessel units in the shallow water areas on Georges Bank.

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

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

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

North Latitude	West Longitude
40° 44' 00"	72° 27' 00"
40° 38' 00"	72° 27' 00"
40° 34' 31"	72° 40' 00"
40° 32' 41"	72° 46' 26"
40° 32' 32"	72° 53' 26"
40° 36' 54"	72° 53' 26"
40° 40' 55"	72° 40' 00"

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

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

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

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

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

a. The entry of not more than four Soviet fishing, fishery research, and fishery support vessels each month into each of the Ports of Baltimore, Philadelphia, New York, and Boston. In addition, special provisions shall be made as necessary regarding the entry of Soviet research vessels which are engaged in a mutually agreed research program in accordance with the terms of paragraph 1 of this Agreement.

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

c. The Government of the United States of America will accept applications for entry into the Port of Boston either at the American Embassy in Moscow or at the Department of State in Washington at least seven days prior to entry. Such applications may be made in Washington either by the Soviet Embassy or by a commercial shipping agent designated by the appropriate Soviet authorities.

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

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

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

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

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

10. Both Governments consider it useful to arrange:

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

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

Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits shall be arranged between the Regional Director of the National Marine Fisheries Service in Gloucester, Massachusetts, and the chiefs of the joint fleet expeditions of the Main Administrations "ZAPRYBA" or "SEVRYBA" as appropriate. Each side will inform the other side, at least two weeks before the visit, of subjects it wishes discussed.

11. The Scheme of Joint Enforcement in effect under the 1949 International Convention for the Northwest Atlantic Fisheries shall apply on a voluntary basis to enforcement of the provisions of this Agreement. The Scheme of Joint Enforcement will also be applied on a voluntary basis to enforcement of regulations in effect under the Convention in Statistical Area 6 until the Scheme becomes effective in that Area for both Governments. Each Government will inform the other of the date on which it is able to apply the Scheme on a mandatory basis to enforcement of regulations in effect under the Convention in Statistical Area 6. Nothing in this paragraph is intended to modify the mandatory application of the Scheme of Joint Enforcement under the 1949 International Convention for the Northwest Atlantic Fisheries to conservation regulations under that Convention, or the system of enforcement applicable to the nine-mile fishing zone contiguous to the territorial sea of the United States.

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

13. This Agreement constitutes an extension and modification of the provisions of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics signed in Washington on December 11, 1970.

The present Agreement shall enter into force on July 1, 1973 and shall remain in force through December 31, 1974. At the request of either Government, representatives of the two Governments will meet at a mutually convenient time with a view to modifying the present Agreement. In any event, representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement to review the operation of this Agreement and to decide on future arrangements. Notwithstanding the above, at any time after March 31, 1974, either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate one month from the date on the communication. As soon as possible after receipt of such communication, representatives of the two Governments will meet to discuss possible future arrangements.

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

DONE in Copenhagen, June 21, 1973, in duplicate, in English and Russian, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS: [2]

[1] Donald L. McKernan
[2] Vladimir M. Kamentsev

СОГЛАШЕНИЕ

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

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

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

считая необходимым осуществлять промысел в указанных районах с должным учетом состояния рыбных запасов, основанным на результатах научных исследований, с тем, чтобы обеспечить поддержание максимальных устойчивых уловов и указанного промысла,

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

согласились с нижеследующим:

I. а) Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик считают желательным расширить научные исследования видов рыб, представляющих интерес для обеих сторон как на национальной основе, так и в форме координированных исследований по согласованным программам. Компетентные организации обоих Правительств обеспечат, по крайней мере на годичной основе, следующее:

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

(II) встречи ученых.

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

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

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

а) воздерживались от ведения промысла в период с I января по I5 апреля для обеспечения прохода морского налима и серебристого хека на нерестилища и для охраны некоторых концентраций скапа и камбал в зимний период; упомянутое воздержание будет распространяться на район средней части Атлантики, ограниченный прямыми линиями, соединяющими следующие точки в указанном ниже порядке:

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

в) воздерживались от увеличения вылова скапа, камбал и черного каменного окуня по сравнению с уровнем 1967 г. в водах, расположенных к западу и к югу от подрайона 5 района действия Международной Конвенции о рыболовстве в северо-западной части Атлантического океана 1949 года и к северу от 34° северной широты;

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

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

е) ограничивали свой вылов серебристого хека, морского налима и камбал /помимо желтохвостой/ из стад южной части Новой Англии так, чтобы общий вылов серебристого хека, морского налима и камбал (помимо желтохвостой) из этих стад не превышал лимитов, выделенных согласно национальному распределению квот в Международной Комиссии по рыболовству в северо-западной части Атлантического океана (ИКНАФ);

ф) ограничивали свой вылов морской сельди и скумбрии из стад Средней Атлантики так, чтобы общий вылов морской сельди и скумбрии из этих стад не превышал лимитов, выделенных согласно национальному распределению квот в ИКНАФ, при соблюдении применяемых ограничений промыслового размера рыб, принятых в ИКНАФ;

г) положения пунктов "а", "в" и "с" настоящего параграфа не распространяются на суда длиной менее II0 футов и на суда, ведущие промысел ракообразных или моллюсков.

3. Промысловые суда Союза Советских Социалистических Республик будут воздерживаться от ведения преднамеренного лова омаров у побережья Соединенных Штатов Америки севернее мыса Гаттерас, принимать соответствующие меры для сведения к минимуму случайных уловов омаров при специализированном лове других видов и возвращать в море в жизнеспособном состоянии по возможности всех омаров, случайно попавших в орудия лова.

4. Учитывая необходимость сохранения запасов желтохвостой камбалы, обитающей в мелководных районах у южной части Новой Англии и в северных зонах средней части Атлантического океана, принимая во внимание, что ее стада мигрируют в этих зонах, и, понимая, что меры по сохранению этих запасов могут быть эффективными только в случае, если они распространяются на все стадо в целом, Правительство Союза Советских Социалистических Республик соглашается ограничить рыболовные операции судов СССР, имеющих длину более I45 футов, разноглубинным тралением, с использованием разноглубинных траловых досок в период с I июля по 3I декабря в районе, прилежащем к побережью Соединенных Штатов к северу от 40°20' северной широты и к югу от 43°I7' северной широты, и к западу от линии, проведенной между точками 68°I5' западной долготы, 40°20' северной широты и 70°00' западной

долготы и 43°17' северной широты.

Представители обоих Правительств встретятся до истечения срока действия настоящего Соглашения с целью рассмотрения дальнейших мер по сохранению запасов желтохвостой камбалы. Применение положений настоящего параграфа Соглашения не приведет к увеличению общего количества рыболовных судов в мелководных районах на банке Джоржес.

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

6. Промысловые и вспомогательные суда рыбной промышленности, плавающие под флагом Союза Советских Социалистических Республик, могут осуществлять грузовые операции в водах девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки, на следующих участках, ограниченных прямыми линиями, соединяющими точки в указанном ниже порядке:

а) в течение периода с 15 ноября по 15 мая:

Северная широта	Западная долгота
40°44'00"	72°27'00"
40°38'00"	72°27'00"
40°34'31"	72°40'00"
40°32'41"	72°46'26"
40°32'32"	72°53'26"
40°36'54"	72°53'26"
40°40'55"	72°40'00"

б) в течение периода с I5 сентября по I5 мая:

Северная широта	Западная долгота
39°40'00"	74°00'00"
39°37'00"	73°54'00"
39°32'30"	73°57'I8"
39°35'30"	74°04'00"

7. Рыболовные суда Союза Советских Социалистических Республик могут вести промысел в период с I января по 3I марта в водах девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки, на следующих участках, ограниченных прямыми линиями, соединяющими точки в указанном ниже порядке:

Северная широта	Западная долгота
40°40'55"	72°40'00"
40°34'3I"	72°40'00"
40°32'4I"	72°46'26"
40°32'32"	72°53'26"
40°36'54"	72°53'26"

8. Каждое Правительство, в рамках своих внутренних законов и правил, способствует заходам в соответствующие порты промысловых, научно-исследовательских и вспомогательных судов рыбной промышленности. Правительство Соединенных Штатов Америки примет соответствующие меры для обеспечения следующего:

а) заходов не более четырех советских промысловых, научно-исследовательских и вспомогательных судов рыбной промышленности в течение каждого месяца в каждый из портов Балтимора, Филадельфии, Нью-Йорка и Бостона. Кроме того, в случае необходимости предусматриваются специальные положения для захода советских научно-исследовательских судов, которые работают по взаимно согласованной программе

научных исследований, согласно положениям параграфа I настоящего Соглашения;

в) заходы в порты Балтимора, Филадельфии и Нью-Йорка, как указано в предыдущем пункте "а", разрешаются соответствующими властями при условии их уведомления за четыре дня до предполагаемого захода;

с) Правительство Соединенных Штатов Америки будет принимать запросы о заходе в порт Бостон через посольство США в Москве или через Государственный Департамент в Вашингтоне, по крайней мере, за 7 дней до захода судна в порт. Такие запросы могут быть сделаны в Вашингтоне посольством СССР или коммерческим судовым агентом, назначенным соответствующей советской организацией;

д) Правительство Соединенных Штатов Америки будет принимать в своем посольстве в Москве судовые роли при обращении за визами, действительными на период в шесть месяцев на многократные заходы в порты Соединенных Штатов, в соответствии с положениями пункта "а" настоящего параграфа. Такая судовая роль представляется, по крайней мере, за I4 дней до первого захода судна в порт Соединенных Штатов. Представление исправленной (дополнительной) судовой роли после выхода судна из советских портов также подпадает под действие положений настоящего пункта, при условии, что выданные в соответствии с ним визы будут действительны только на период в шесть месяцев с даты выдачи визы под первоначальную судовую роль. В уведомлении о заходе или запросе о заходе в соответствии с предыдущим пунктом "с" указывается, требуется ли выход экипажа на берег согласно такой многократной в'ездной визе;

е) заходы всех судов в порты, указанные в пункте "а" настоящего параграфа, могут быть связаны с пополнением судовых запасов или пресной воды, получением бункера, предоставлением отдыха или замены пер-

сонала таких судов, мелкого ремонта и других услуг, обычно предоставляемых в таких портах; все упомянутое осуществляется в соответствии с действующими правилами и положениями;

ф) с учетом положений Соглашения понимается, что заходы советских судов в любой порт Соединенных Штатов подпадают под действие действующих законов и правил Соединенных Штатов;

г) любое положение данного параграфа может быть изменено в любое время по взаимному согласию сторон.

9. При форсмажорных обстоятельствах каждое Правительство, в пределах своих внутренних законов и правил, будет содействовать заходам промысловых, научно-исследовательских и вспомогательных судов рыбной промышленности в свои соответствующие открытые порты после надлежащего об этом уведомления.

10. Оба Правительства считают полезным организовать:

а) регулярные посещения представителями органов управления рыболовства обеих стран для обмена информацией и обсуждения существующих или потенциальных проблем, касающихся промысловых районов, вопросов работы рыболовного флота и вопросов, возникающих в связи с применением положений настоящего Соглашения; такие посещения осуществляются по крайней мере раз в три месяца на соответствующих судах каждой из сторон и

в) взаимные посещения представителями организаций рыбаков обеих стран судов, работающих в западных районах Средней Атлантики.

Участники таких посещений в каждом случае подготавливают краткие отчеты о каждой встрече и представляют их соответствующим органам обоих Правительств. Посещения организуются соответственно начальниками об'единенных экспедиций флота Главных управлений "Запрыба" или "Севрыба" и региональным директором Национальной службы морского ры-

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боловства в Глостере, штат Массачусетс. Каждая из сторон информирует другую сторону, по крайней мере за две недели до посещения, о тех вопросах, которые она хотела бы обсудить.

II. Для проверки на добровольной основе выполнения положений настоящего Соглашения применяется Схема совместных обязательных мер, действующая в соответствии с Международной Конвенцией о рыболовстве в северо-западной части Атлантического океана 1949 года. Схема совместных обязательных мер также применяется на добровольной основе для проверки выполнения правил, действующих в соответствии с Конвенцией в статистической зоне 6 до тех пор, пока Схема вступит в силу в этой зоне для обоих Правительств. Каждое Правительство сообщит другому Правительству дату, начиная с которой оно может применять Схему на обязательной основе для проверки выполнения правил, действующих в соответствии с Конвенцией в статистической зоне 6. Ничто в настоящем параграфе не направлено на изменение обязательного применения Схемы совместных обязательных мер в соответствии с Международной Конвенцией о рыболовстве в северо-западной части Атлантического океана 1949 года к правилам сохранения запасов, действующим согласно этой Конвенции или системы проверки, применимой к девятимильной рыболовной зоне, прилежащей к территориальным водам Соединенных Штатов Америки.

12. Ничто в настоящем Соглашении не должно толковаться в ущерб взглядам любого Правительства на свободу рыболовства в открытом море или на традиционный промысел рыбы.

13. Настоящее Соглашение является продолжением и модификацией положений Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик, подписанного в Вашингтоне 11 декабря 1970 года.

Настоящее Соглашение вступает в силу I июля 1973 года и остается в силе по 31 декабря 1974 года.

По просьбе любого из двух Правительств представители обоих Правительств встретятся в удобное для обеих сторон время с целью изменения настоящего Соглашения. В любом случае представители обоих Правительств встретятся в удобное для них время до истечения срока действия настоящего Соглашения для того, чтобы рассмотреть вопрос, как осуществляется настоящее Соглашение, и принять решение о дальнейших мероприятиях.

Несмотря на вышеизложенное, в любое время после 31 марта 1974 года любое из двух Правительств может уведомить другое Правительство о своем намерении денонсировать настоящее Соглашение и в этом случае Соглашение утратит силу через месяц со дня уведомления. После получения такого уведомления представители обоих Правительств встретятся как можно быстрее для обсуждения возможных дальнейших мероприятий.

В удостоверение чего нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Копенгагене 21 июня 1973 года, в двух экземплярах, каждый на английском и русском языках, причем оба текста являются равно аутентичными.

За Правительство
Соединенных Штатов Америки

Donald L. McKernan

За Правительство
Союза Советских
Социалистических Республик

[RELATED LETTER]

COPENHAGEN, *June 21, 1973*

DEAR MR. MINISTER:

Under the Agreement signed today for our two Governments on Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean, notification of a visit to the U.S. ports of Baltimore, New York, and Philadelphia must be received at least four days in advance of port entry. Notice of visits of fishing vessels and fishery support vessels shall be forwarded to U.S. Coast Guard Headquarters, Washington, D.C., from a shipping agent (either (1) via Telex using address, "Commandant, U.S. Coast Guard, 400 7th Street, S.W., Washington, D.C., Telex number: 89-2427"; or (2) by TWX using address, "Coast Guard Headquarters, 6th & D Streets, S.W., Washington, D.C., TWX number: 202-965-0660"; or (3) via Western Union using either of the above addresses). Notice of visits of fishery research vessels shall be forwarded to the United States Department of State, Washington, D.C., through diplomatic channels.

Applications for entry into the Port of Boston shall be made as specified in the Agreement.

Sincerely yours,

DONALD L. MCKERNAN

Donald L. McKernan
Chairman of the Delegation of the United States of America

His Excellency VLADIMIR M. KAMENTSEV
Chairman of the Delegation of the Union of Soviet Socialist Republics

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 June 19, 1973;
Entered into force June 19, 1973.

日本国外務大臣

アメリカ合衆国臨時代理大使

トーマス・P・シュースミス殿

四十九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を、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、五千四十八万六千円（五〇、四八六、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貴官の返簡は、日本国の昭和四十八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、ここに重ねて貴官に向かつて敬意を表します。

千九百七十三年六月十九日に東京で

The Japanese Minister for Foreign Affairs to the American Chargé d'Affaires ad interim [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うえ、両政府の間で合意すべきことを定めています。

よつて、本大臣は、さらに、昭和四十八年四月一日から昭和

[1] For the English language translation, see p. 1629.

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

No. 314 TOKYO, *June 19, 1973*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of June 19, 1973, which reads as follows:

"I have the honor 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 honor 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, 1973 to March 31, 1974, the amount of cash contribution to be made available by the Government of Japan for such fiscal year shall not exceed fifty million and four hundred eighty six thousand yen (¥50,486,000).

If the foregoing proposal is acceptable to your Government, this Note and your 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 1973."

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 cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1973.

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

THOMAS P. SHOESMITH

His Excellency
MASAYOSHI OHIRA,
Minister for Foreign Affairs,
Tokyo.

[1] TIAS 2957, 7385; 5 UST 661; 23 UST 1204.

PORTUGAL

Trade in Wool and Man-Made Fiber Textile Products with Macao

Agreement amending the agreement of December 22, 1972. Effected by exchange of notes Signed at Lisbon May 30, 1973; Entered into force May 30, 1973.

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

No. 134 LISBON, *May 30, 1973*

EXCELLENCY:

I have the honor to refer to the wool and man-made fiber textile agreement between our two Governments effected by exchange of notes on December 22, 1972.[1] As a result of conversations between representatives of our Governments, I have the honor to propose that the aforementioned agreement be amended as provided in the following paragraphs:

A. Paragraph 1(b) is amended to read as follows:

"1(b) The aggregate limit for exports of wool textile products from Macau to the United States for the five years of the agreement shall be as indicated below:

First Agreement Year (Jan. 1, 1973–Dec. 31, 1973)
1,400,000 square yards equivalent
Second Agreement Year (Jan 1, 1974–Dec. 31, 1974)
1,414,000 square yards equivalent
Third Agreement Year (Jan. 1, 1975–Dec. 31, 1975)
1,428,140 square yards equivalent
Fourth Agreement Year (Jan. 1, 1976–Dec. 31, 1976)
1,442,421 square yards equivalent
Fifth Agreement Year (Jan. 1, 1977–Dec. 31, 1977)
1,456,845 square yards equivalent."

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[1] TIAS 7539; 23 UST 4323.

B. Paragraph 2 is amended to read as follows

"2(a) Within the applicable aggregate limits for man-made fiber textiles set forth in paragraph 1(a) above, the following specific limits shall apply for the first and second agreement years

Man-Made Fiber Textile Products

First Agreement Year

	Category	Units	Syds. Equiv.
219	Other shirts and blouses, knit	354, 031 Doz.	6, 500, 000
221	Sweaters and cardigans, knit	65, 217 "	2, 400, 000
222	Trousers, knit WGI	246, 180 "	4, 382, 000
223	Underwear, knit	111, 000 "	1, 776, 000
224	Other knit wearing apparel	256, 410 "	2, 000, 000
229	Coats, not knit	140, 800 "	5, 808, 000
230	Dresses, not knit	12, 715 "	576, 000

	Category	Units	Syds. Equiv
219	Other shirts and blouses, knit	378, 813 Doz.	6, 955, 000
221	Sweaters and cardigans, knit	69, 782 "	2, 568, 000
222	Trousers, knit WGI	263, 413 "	4, 688, 740
223	Underwear, knit	118, 770 "	1, 900, 320

	Category	Units	Syds. Equiv.
224	Other knit wearing apparel	274, 359 Doz.	2, 140, 000
229	Coats, not knit	150, 656 "	6, 214, 560
230	Dresses, not knit	13, 605 "	616, 320"

(b) Within the applicable aggregate limits for wool textiles set forth in paragraph 1(b) above, the following specific limits shall apply for the five years of the agreement.

	Units	Syds. Equiv
First Agreement Year		
Category 116	307, 692 Lbs.	600, 000
Category 117	205, 128 "	400, 000
Second Agreement Year		
Category 116	310, 769 Lbs.	606, 000
Category 117	207, 179 "	404, 000
Third Agreement Year		
Category 116	313, 877 Lbs.	612, 060
Category 117	209, 251 "	408, 040
Fourth Agreement Year		
Category 116	317, 016 Lbs.	618, 181
Category 117	211, 344 "	412, 120
Fifth Agreement Year		
Category 116	320, 186 Lbs.	624, 363
Category 117	213, 457 "	416, 242"

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Portugal shall constitute an amendment of the wool and man-made fiber textile agreement affected by exchange of notes on December 22, 1972.

Accept, Excellency, the assurances of my highest consideration.

RICHARD ST. F. POST

Richard St. F. Post

His Excellency
RUI MANUEL D'ESPINEY PATRÍCIO
Minister of Foreign Affairs
Lisbon

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

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

MAY 30, 1973

EXCELLENCY:

I have the honour to acknowledge the receipt of your note of May 30, 1973, relating to your proposed amendments to the wool and man-made fiber textile agreement between our two Governments effected by exchange of notes on December 22, 1972.

I confirm that the Government of Portugal agrees to the proposals set forth in your note and that Your Excellency's note and this reply constitute an amendment of the wool and man-made fiber textile agreement effected by exchange of notes on December 22, 1972.

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

RUI PATRÍCIO

Rui Patrício
Minister of Foreign Affairs

His Excellency,
RICHARD ST. F. POST
Chargé d'Affaires a.i. of the
United States of America
Lisbon

COLOMBIA

Agricultural Commodities

Agreement amending the agreement of April 24, 1973.
Effected by exchange of notes
Signed at Bogotá May 11, 1973;
Entered into force May 11, 1973.
With related note
Signed at Bogotá May 17, 1973.

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 428

BOGOTA, *May 11, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two Governments on April 24, 1973, [1] and to propose amending that agreement to make the following changes:

In Part II, Item I, Commodity Table, under column heading Supply Period (United States Fiscal Year) delete "1973" and insert in lieu "1973 and 1974"; and,

In Part II, Item III Usual Marketing Table under column heading Commodity insert a new line "wheat/wheat flour"; and under column heading Import Period insert a new line "United States Fiscal Year 1974"; and under column Usual Marketing Requirement insert a new line "215,000 metric tons (All on nondiscriminatory bidding)".

All other terms and conditions of the April 24, 1973, Agreement will remain the same.

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

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[1] TIAS 7623; *ante*, p. 1056.

Accept Excellency, the renewed assurances of my highest consideration.

L J SACCIO

His Excellency,
Doctor ALFREDO VÁSQUEZ CARRIZOSA
Minister of Foreign Affairs
Bogotá

The Colombian Minister of Foreign Affairs to the American Ambassador

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE 3108

BOGOTÁ, D.E. *11 de Mayo de 1.973*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a la nota de Vuestra Excelencia número 428 del día de hoy que a la letra dice.

"Tengo el honor de referirme al Acuerdo de Excedentes Agrícolas firmado por Representantes de nuestros dos Gobiernos del 24 de Abril de 1973 y proponer modificar este Acuerdo efectuando los siguientes cambios.

En la II Parte, Item I, Tabla de Productos, bajo la columna "Tiempo de Entrega" (Año Fiscal de los Estados Unidos), tachar 1973 y en vez de éste, insertar "1973 y 1974" y en la Parte II, Item III Tabla de Mercadeo constante, bajo la columna "Producto" insertar una nueva línea que diga "trigo/harina de trigo" y bajo la columna Periodo de Importaciones insertar una nueva línea, Año Fiscal de los Estados Unidos 1974; bajo la columna Requisito Usual de Mercadeo, insertar una nueva línea "215.000 toneladas métricas (Todas bajo licitaciones sin discriminación)"

Todos los demás términos y condiciones del Acuerdo del 24 de Abril de 1973 permanecerán sin variación alguna.

Si lo anterior es aceptable a su Gobierno, propongo que esta nota y la respuesta a la misma, constituyan un acuerdo entre nuestros dos Gobiernos, el cual entrará en efecto en la fecha de su nota de respuesta.

Acepte Excelencia las seguridades de mi más alta consideración.

LEONARD J. SACCIO."

Al manifestar mi aceptación a las modificaciones anteriormente citadas en nombre del Gobierno Nacional, hago propicia la ocasión para reiterar a Vuestra Excelencia los sentimientos de mi más alta consideración.

A V CARRIZOSA

A Su Excelencia
El Señor LEONARD J. SACCIO
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
La Ciudad.-

Translation

REPUBLIC OF COLOMBIA
MINISTRY FOR FOREIGN AFFAIRS

AE 3108 BOGOTÁ, D.E., *May 11, 1973*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note No. 428 of today's date, which reads as follows:

[For the English language text, see p. 1633]

I accept the above-mentioned amendments on behalf of the Government of Colombia and avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

A. V CARRIZOSA

His Excellency
LEONARD J SACCIO,
Ambassador Extraordinary and Plenipotentiary of
the United States of America,
Bogotá.

[RELATED NOTE]

EMBASSY OF THE UNITED STATES OF AMERICA

No. 457 BOGOTA, *May 17, 1973*

EXCELLENCY:

I have the honor to refer to the exchange of notes dated May 11, 1973, amending the Agricultural Commodity Agreement signed by

representatives of our two Governments on April 24, 1973, and to inform you that United States Government consideration of the Government of Colombia's request for a PL-480 Title I Program for FY 1974 will not be prejudiced by extension of the April 24, 1973, Agricultural Commodity Agreement through FY 1974.

Accept Excellency, the renewed assurances of my highest consideration.

L J SACCIO

His Excellency,
Doctor ALFREDO VÁSQUEZ CARRIZOSA
Minister of Foreign Affairs
Bogotá

MULTILATERAL

Atomic Energy

Amendment to the Statute[1] *of the International Atomic Energy Agency.*
Approved at Vienna by the General Conference of the Agency at the Fourteenth Regular Session, September 28, 1970;
Ratification advised by the Senate of the United States of America March 17, 1972;
Ratified by the President of the United States of America March 31, 1972;
Ratification of the United States of America deposited at Washington May 11, 1972;
Proclaimed by the President of the United States of America June 14, 1973;
Entered into force June 1, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The General Conference of the International Atomic Energy Agency approved on September 28, 1970 an amendment of paragraphs A, B, C, and D of Article VI of the Statute of the International Atomic Energy Agency, the text of which in the English, French, Russian, Spanish and Chinese languages is annexed;

The Senate by its resolution of March 17, 1972, two-thirds of the Senators present concurring, gave its advice and consent to the ratification of that amendment;

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[1] TIAS 3873, 5284; 8 UST 1095; 14 UST 135.

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The President ratified the amendment on March 31, 1972, and the United States instrument of acceptance was deposited with the Government of the United States of America on May 11, 1972;

Article XVIII of the Statute of the International Atomic Energy Agency provides that amendments shall come into force for all members, following approval by the General Conference, when accepted by two-thirds of all the members in accordance with their constitutional processes; and

Instruments of acceptance having been deposited with the Government of the United States of America by two-thirds of the members of the Agency, the amendment came into force for all members on June 1, 1973;

Now, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the said amendment of paragraphs A, B, C, and D of Article VI of the Statute of the International Atomic Energy Agency to the end that it shall be observed and fulfilled with good faith on and after June 1, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourteenth day of June in the year of our Lord one thousand nine hundred seventy-three [SEAL] and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President:
WILLIAM JAMES PORTER
Acting Secretary of State

AN AMENDMENT OF ARTICLE VI OF THE STATUTE
OF THE INTERNATIONAL ATOMIC ENERGY AGENCY

(a) Replace sub-paragraphs A.1—A.3 by the following:

"1. The outgoing Board of Governors shall designate for membership on the Board the nine members most advanced in the technology of atomic energy including the production of source materials, and the member most advanced in the technology of atomic energy including the production of source materials in each of the following areas in which none of the aforesaid nine is located:

(1) North America
(2) Latin America
(3) Western Europe
(4) Eastern Europe
(5) Africa
(6) Middle East and South Asia
(7) South East Asia and the Pacific
(8) Far East.

2. The General Conference shall elect to membership of the Board of Governors:

(a) Twenty members, with due regard to equitable representation on the Board as a whole of the members in the areas listed in sub-paragraph A.1 of this article, so that the Board shall at all times include in this category five representatives of the area of Latin America, four representatives of the area of Western Europe, three representatives of the area of Eastern Europe, four representatives of the area of Africa, two representatives of the area of the Middle East and South Asia, one representative of the area of South East Asia and the Pacific, and one representative of the area of the Far East. No member in this category in any one term of office will be eligible for re-election in the same category for the following term of office; and

(b) One further member from among the members in the following areas: Middle East and South Asia,
South East Asia and the Pacific,
Far East;

(c) One further member from among the members in the following areas: Africa,
Middle East and South Asia
South East Asia and the Pacific."

(b) In paragraph B:

(i) First sentence — replace "sub-paragraphs A—1 and A—2" by "sub-paragraph A—1"; and

(ii) Second sentence — replace "sub-paragraph A—3" by "sub-paragraph A—2";

(c) In paragraph C, replace "sub-paragraphs A—1 and A—2 by "sub-paragraph A—1"; and

(d) In paragraph D, replace "sub-paragraph A—3" by "sub-paragraph A—2", and delete the second sentence.

AMENDEMENT A L'ARTICLE VI DU STATUT
DE L'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE

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a) Remplacer les alinéas A.1 à A.3 par le texte suivant:

«1. Le Conseil des gouverneurs sortant désigne comme membres du Conseil les neuf Membres de l'Agence les plus avancés dans le domaine de la technologie de l'énergie atomique, y compris la production de matières brutes, et le Membre le plus avancé dans le domaine de la technologie de l'énergie atomique, y compris la production de matières brutes, dans chacune des régions suivantes où n'est situé aucun des neuf Membres visés ci-dessus:

1) Amérique du Nord
2) Amérique latine
3) Europe occidentale
4) Europe orientale
5) Afrique
6) Moyen-Orient et Asie du Sud
7) Asie du Sud-Est et Pacifique
8) Extrême-Orient.

2. La Conférence générale élit au Conseil des gouverneurs:

a) Vingt Membres de l'Agence, en tenant dûment compte d'une représentation équitable, au Conseil dans son ensemble, des Membres des régions mentionnées à l'alinéa A.1 du présent Article, de manière que le Conseil comprenne en tout temps dans cette catégorie cinq représentants de la région «Amérique latine», quatre représentants de la région «Europe occidentale», trois représentants de la région «Europe orientale», quatre représentants de la région «Afrique», deux représentants de la région «Moyen-Orient et Asie du Sud», un représentant de la région «Asie du Sud-Est et Pacifique», et un représentant de la région «Extrême-Orient». Aucun membre de cette catégorie ne peut, à l'expiration de son mandat, être réélu dans cette catégorie pour un nouveau mandat;

b) Un autre membre parmi les Membres des régions suivantes:
Moyen-Orient et Asie du Sud
Asie du Sud-Est et Pacifique
Extrême-Orient;

c) Un autre membre parmi les Membres des régions suivantes:
Afrique
Moyen-Orient et Asie du Sud
Asie du Sud-Est et Pacifique.»

b) Au paragraphe B:

i) Première phrase — remplacer «alinéas A-1 et A-2» par «alinéa A-1»;

ii) Deuxième phrase — remplacer «alinéa A-3» par «alinéa A-2»;

c) Au paragraphe C, remplacer «alinéas A-1 et A-2» par «alinéa A-1»;

d) Au paragraphe D, remplacer «alinéa A-3» par «alinéa A-2», et supprimer la deuxième phrase.

ИЗМЕНЕНИЕ СТАТЬИ VI УСТАВА МЕЖДУНАРОДНОГО АГЕНТСТВА ПО АТОМНОЙ ЭНЕРГИИ

а) Заменить подпункты А.1 – А.3 следующим:

"1. Выбывающий Совет управляющих назначает в состав Совета 9 членов, наиболее развитых в области технологии атомной энергии, включая производство исходных материалов, и члена, наиболее развитого в области технологии атомной энергии, включая производство исходных материалов, в каждом из следующих районов, в которых не находится ни один из вышеупомянутых девяти членов:

1) Северная Америка
2) Латинская Америка
3) Западная Европа
4) Восточная Европа
5) Африка
6) Средний Восток и Южная Азия
7) Юго-Восточная Азия и район Тихого океана
8) Дальний Восток

2. Генеральная конференция выбирает в состав Совета управляющих:

а) Двадцать членов с должным учетом справедливого представительства в Совете в целом членов районов, перечисленных в подпункте 1 пункта А настоящей Статьи, таким образом, чтобы Совет во всякое время включал по этой категории пять представителей от района Латинской Америки, четырех представителей от района Западной Европы, трех представителей от района Восточной Европы, четырех представителей от района Африки, двух представителей от района Среднего Востока и Южной Азии, одного представителя от района Юго-Восточной Азии и района Тихого океана и одного представителя от района Дальнего Востока. Ни один член из этой категории, избранный на какой-либо срок, не будет иметь права на переизбрание по той же категории на следующий срок; и

b) Одного дополнительного члена от членов в следующих районах: Среднего Востока и Южной Азии,
Юго-Восточной Азии и района Тихого океана,
Дальнего Востока;

c) Одного дополнительного члена от членов в следующих районах: Африки,
Среднего Востока и Южной Азии,
Юго-Восточной Азии и района Тихого океана."

b) В пункте B:

i) Первое предложение – заменить "подпунктах 1 и 2 пункта A" на "подпункте 1 пункта A"; и

ii) Второе предложение – заменить "подпункте 3 пункта A" на "подпункте 2 пункта A";

c) В пункте C заменить "подпунктам 1 и 2 пункта A" на "подпункту 1 пункта A"; и

d) В пункте D заменить "подпункту 3 пункта A" на "подпункту 2 пункта A" и исключить второе предложение.

ENMIENDA DEL ARTICULO VI DEL ESTATUTO DEL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

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a) Sustitúyanse los apartados 1, 2 y 3 del párrafo A por el siguiente texto:

«1. La Junta de Gobernadores saliente designará para formar parte de la Junta a los nueve miembros más adelantados en la tecnología de la energía atómica, inclusive la producción de materiales básicos, y al miembro más adelantado en la tecnología de la energía atómica, inclusive la producción de materiales básicos, en cada una de las siguientes regiones en las que no esté situado ninguno de los nueve miembros antes mencionados:

1) América del Norte;
2) América Latina;
3) Europa occidental;
4) Europa oriental;
5) Africa;
6) Oriente Medio y Asia meridional;
7) Sudeste de Asia y el Pacífico;
8) Lejano Oriente.

2. La Conferencia General elegirá para que formen parte de la Junta de Gobernadores:

a) Veinte miembros, atendiendo debidamente a la equitativa representación en la Junta, en su conjunto, de los miembros de las regiones que se enumeran en el apartado 1 del párrafo A del presente artículo, a fin de que la Junta incluya siempre en esta categoría a cinco representantes de la región de América Latina, a cuatro representantes de la región de Europa occidental, a tres representantes de la región de Europa oriental, a cuatro representantes de la región de Africa, a dos representantes de la región del Oriente Medio y Asia meridional, a un representante de la región del Sudeste de Asia y el Pacífico, y a un representante de la región del Lejano Oriente. Ningún miembro de esta categoría podrá, al terminar su mandato, ser reelegido en la misma categoría para el siguiente período de funciones;

b) Un miembro más de entre los pertenecientes a las siguientes regiones:
Oriente Medio y Asia meridional
Sudeste de Asia y el Pacífico
Lejano Oriente

c) Un miembro más de entre los pertenecientes a las regiones siguientes:
Africa
Oriente Medio y Asia meridional
Sudeste de Asia y el Pacífico.»

b) En el párrafo B:

i) Sustitúyase en la primera frase «los apartados 1 y 2» por «el apartado 1»;

ii) Sustitúyase en la segunda frase «apartado 3» por «apartado 2»;

c) Sustitúyase en el párrafo C «los apartados 1 y 2» por «el apartado 1»;

d) Sustitúyase en el párrafo D «apartado 3» por «apartado 2» y suprímase la segunda frase.

(丑) 另一理事國，由下列各地區之會員國中選出之：

中東及南亞，

東南亞及太平洋，

遠東；

(寅) 另一理事國，由下列各地區之會員國中選出之：

非洲，

中東及南亞，

東南亞及太平洋。"

(丑) 乙項內：

(i) 第一句內以"甲項一款"代替"甲項一款及二款"；

(ii) 第二句內以"甲項二款"代替"甲項三款"；

(寅) 丙項內以"甲項一款"代替"甲項一款及二款"；

(卯) 丁項內以"甲項二款"代替"甲項三款"，並刪去第二句。

國際原子能總署規約第六條之修正案

(子) 以下文代替甲項一款至三款：

"一、卸任理事會應指定在原子能技術方面，包括源料之生產在內，最進步之九個會員國，並就下列地區中非此九國所在地之每一地區，指定在原子能技術方面，包括源料之生產在內，最進步之一個會員國爲理事國：

(一) 北美

(二) 拉丁美洲

(三) 西歐

(四) 東歐

(五) 非洲

(六) 中東及南亞

(七) 東南亞及太平洋

(八) 遠東

二、大會應選舉理事會：

(子) 二十個理事國，選舉時應充分顧及本條甲項一款所載各地區之會員國在整個理事會內之公勻分配，務使理事會本類理事國中經常有五個拉丁美洲地區之代表，四個西歐地區之代表，三個東歐地區之代表，四個非洲地區之代表，兩個中東及南亞地區之代表，一個東南亞及太平洋地區之代表，及一個遠東地區之代表，任何一任之本類理事國不得連選爲下任之同類理事國；又

On behalf of the Director General of the International Atomic Energy Agency, I, S. Sugihara, Director of the Legal Division of the Secretariat, hereby certify that the foregoing is the text, in the Chinese, English, French, Russian, and Spanish languages, of the amendment of Article VI of the Statute approved by the General Conference, in accordance with the provisions of Article XVIII.C.(i) thereof, on 28 September 1970.

19 NOVEMBER 1970

[SEAL] S. SUGIHARA

BRAZIL

Peace Corps Program

Agreement effected by exchange of notes
Signed at Brasilia June 18, 1973;
Entered into force June 18, 1973.

The American Chargé d'Affaires ad interim to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 239

JUNE 18, 1973

EXCELLENCY:

I have the honor to refer to the proposal of the Government of the Federative Republic of Brazil regarding a new Peace Corps Agreement and to propose the following:

1. The Government of the United States of America will send Peace Corps volunteers to Brazil to collaborate in economic and social development projects specified by the Government of the Federative Republic of Brazil.

2. The Government of the Federative Republic of Brazil will present requests for Peace Corps volunteers through notes from the Ministry of Foreign Relations to the Embassy of the United States of America.

3. Once a request for a Peace Corps volunteer has been approved, the entity in charge of the implementation of the project will prepare a detailed program of work in conjunction with the Peace Corps for each Peace Corps volunteer involved in the project. Peace Corps volunteers will be expected to work full time on the projects to which they have been assigned by the Government of the Federative Republic of Brazil.

4. Peace Corps volunteers will be recruited on the basis of the technical and professional qualifications stipulated by the Brazilian entity, which may participate with the Peace Corps in the process of selecting the candidates for the project. The withdrawal of a Peace Corps volunteer may be requested at any time when, in the judgment of the entity to which he has been assigned, he is not fulfilling his duties and obligations in a satisfactory manner.

5. The Government of the Federative Republic of Brazil will grant to Peace Corps volunteers exemptions from customs duties and other customs charges, up to a limit of 150 kilos, on property for their personal use introduced as baggage when they enter Brazilian territory. Volunteers may within a three-month period from the date of their arrival receive unaccompanied baggage up to the above limit.

6. To enable the Government of the United States to discharge its responsibilities under the Agreement, the Government of the Federative Republic of Brazil will receive as members of the staff of the United States Embassy a representative of the Peace Corps and such American staff specifically designated to work at functions related to the Peace Corps programs in Brazil.

7. The provisions of the Agreement relating to technical cooperation between the United States and Brazil, signed December 19, 1950, as amended,[1] or any agreement which may supersede it, shall be applicable to Peace Corps programs in Brazil insofar as they 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, currency controls and from customs duties, charges or other fees.

8. The Government of the Federative Republic of Brazil will exempt Peace Corps volunteers from all taxes on subsidies, allowances for maintenance and travel and per diem furnished them by the United States Government as well as all other taxes on income received from abroad.

9. The Government of the Federative Republic of Brazil will grant free official visas for entry into Brazil to the Peace Corps volunteers and issue special identification documents according them the rights and privileges prescribed by Brazilian law for the holders of official visas.

10. At least one meeting will be held annually between representatives of the Embassy of the United States of America and the Ministry of External Relations of Brazil for the purpose of reviewing the activities of the Peace Corps in Brazil and of consulting in all matters concerning the volunteers.

I have the honor to propose that, if the contents of items 1 to 10 are acceptable to the Government of the Federative Republic of Brazil, this note and your Excellency's reply note expressing your Government's concurrence 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 communication by which either Government gives written notification to the other of its intention to terminate it.

[1] TIAS 2239, 2626; 2 UST 845; 3 UST 4693.

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

[SEAL] S M CLEVELAND

Stanley M. Cleveland
Chargé d'Affaires ad interim

His Excellency
MARIO GIBSON BARBOZA
Minister of External Relations
Brasilia

The Brazilian Minister of External Relations to the American Chargé d'Affaires ad interim

MINISTERIO DAS RELAÇÕES EXTERIORES

DCT/DCS/DAI/C/DPP/59/644(B13)(B46) Em 18 de JUNHO de 1973.

SENHOR ENCARREGADO DE NEGÓCIOS A.I.,

Tenho a honra de acusar o recebimento da nota nº 239, datada de hoje, cujo teor, em português, é o seguinte:

"SENHOR MINISTRO,

Tenho a honra de, com referência à proposta do Governo da República Federativa do Brasil para assinatura de um novo acordo relativo às atividades do Corpo da Paz no Brasil, propor a Vossa Excelência o seguinte:

I. O Governo dos Estados Unidos da América enviará ao Brasil voluntários do Corpo da Paz para colaborar em projetos de desenvolvimento econômico e social estipulados pelo Governo da República Federativa do Brasil.

II. O Governo da República Federativa do Brasil apresentará as solicitações para a vinda de voluntários do Corpo da Paz ao Brasil através de notas do Ministério das Relações Exteriores à Embaixada dos Estados Unidos da América.

III. Uma vez aprovada a vinda ao Brasil de um voluntário do Corpo da Paz, a entidade encarregada do respectivo projeto preparará, em colaboração com o Corpo da Paz, programa de trabalho pormenorizado das tarefas que lhe estarão afetas. Os voluntários do Corpo da Paz deverão trabalhar em regime de tempo integral nos projetos para os quais tenham sido designados pelo Governo da República Federativa do Brasil.

IV. Os voluntários do Corpo da Paz serão recrutados com base nas qualificações técnicas e profissionais estipuladas pela entidade brasileira, que poderá participar do processo de seleção do candidato para o projeto juntamente com o Corpo da Paz. A qualquer momento poderá ser solicitada a retirada do voluntário do Corpo da Paz que, a juízo da entidade para a qual tenha sido designado, não esteja cumprindo suas tarefas e obrigações de forma satisfatória.

V. O Governo da República Federativa do Brasil concederá aos voluntários do Corpo da Paz isenção de direitos e demais tributos aduaneiros, até o limite de 150 quilos, para os bens de uso pessoal trazidos como bagagem ao entrarem no território brasileiro. Os voluntários poderão receber, dentro do prazo de três meses a contar da data de chegada, begagem desacompanhada, perfazendo o limite mencionado.

VI. A fim de habilitar o Governo dos Estados Unidos da América a cumprir suas obrigações no presente Acordo, o Governo da República Federativa do Brasil reconhecerá como funcionário da Embaixada dos Estados Unidos da América um Representante do Corpo da Paz e os funcionários norte-americanos designados especificamente para desempenhar funções ligadas aos programas do Corpo da Paz no Brasil.

VII. As disposições sobre cooperação técnica constantes do Acordo de 19 de dezembro de 1950, tal como emendado, firmado entre a República Federativa do Brasil e os Estados Unidos da América, ou quaisquer outros acordos que venham a substituí-lo, aplicar-se-ão aos programas do Corpo da Paz no Brasil no que se refere à isenção de impostos, exigências para investimento ou depósito, controles monetários e direitos aduaneiros, taxas e outros tributos sobre os fundos, equipamentos, materiais e suprimentos fornecidos ou financiados pelo Governo dos Estados Unidos da América e utilizados em programas do Corpo da Paz.

VIII. O Governo da República Federativa do Brasil isentará os voluntários do Corpo da Paz de todos os impostos sobre os subsídios, estipêndios para manutenção, viagens e diárias fornecidos pelo Governo dos Estados Unidos da América, bem como de quaisquer outros impostos sobre suas rendas provenientes do exterior.

IX. O Governo da República Federativa do Brasil concederá aos voluntários visto oficial grátis para entrada no Brasil e documentos especiais de identificação, outorgando lhes os direitos e privilégios garantidos pela legislação brasileira em vigor aos portadores de visto oficial.

X. Realizar-se-á, pelo menos uma vez pro ano, reunião entre Representantes do Ministério das Relações Exteriores e da Embaixada dos Estados Unidos da América destinada à revisão das atividades do Corpo da Paz no Brasil e à consulta sobre quaisquer assuntos relacionados com os voluntários.

Caso o Governo da República Federativa do Brasil concorde com as disposições contidas nos itens I a X, tenho a honra de propor constituam esta nota e a de resposta, em que Vossa Excelência exprima a concordância de seu Governo, um Acordo entre os nossos dois Governos, o qual entrará em vigor na data da resposta de Vossa Excelência e permanecerá válido até 90 dias após a notificação escrita, de um dos dois Governos ao outro, do desejo de por-lhe fim.

TIAS 7669

30-236 O - 75 - 28

Permita-me, Senho Ministro, apresentar-lhe os protestos da minha mais alta consideração."

2. Em resposta, informo Vossa Excelência de que o Governo brasileiro concorda com os termos da nota acima transcrita, a qual, juntamente com a presente, passa a constituir um Acordo entre os nossos dois Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha perfeita estima e distinta consideração.

MARIO GIBSON BARBOSA

A Sua Excelência o Senhor STANLEY M. CLEVELAND,
Encarregado de Negócios a.i. dos Estados Unidos da América.

Translation

MINISTRY FOR EXTERNAL RELATIONS

DCT/DCS/DAI/C/DPP/59/644(B13)(B46) JUNE 18, 1973

SIR:

I have the honor to acknowledge receipt of note No. 239 of this date, the text of which, in Portuguese, reads as follows:

[For the English language text, see p. 1650.]

In reply, I inform you that the Brazilian Government concurs in the terms of the above-transcribed note, which, together with this note, shall constitute an Agreement between our two Governments, which shall enter into force on this date.

I avail myself of this opportunity to renew to you the assurances of my high esteem and distinguished consideration.

MARIO GIBSON BARBOZA

The Honorable
STANLEY M. CLEVELAND,
Chargé d'Affaires ad interim
of the United States of America.

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of September 21, 1972, as amended.
Effected by exchange of notes
Signed at Islamabad June 20, 1973;
Entered into force June 20, 1973.

The Acting Director, USAID Mission, to the Pakistani Secretary, Economic Affairs Division

EMBASSY OF THE
UNITED STATES OF AMERICA

ISLAMABAD, *June 20, 1973*

SIR:

I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 21, 1972, as amended,[1] and to propose a further amendment as follows:

(A) Part II, Item I, Commodity Table: Under column entitled "Supply Period", delete "1973" and insert in lieu thereof "1973/1974".

(B) Part II, Item III, Usual Marketing Table: Under column entitled "Import Period", for "edible vegetable oil and/or oil bearing seeds", delete "1973" and insert in lieu thereof "1973/1974", and under column entitled "Usual Marketing Requirements", add after "21,500 MT" the following words: "for each year".

All other terms and conditions of the September 21, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute

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[1] TIAS 7466, 7490, 7521, 7563, 7595; 23 UST 2802, 3142, 3730; *ante*, pp. 454, 882.

an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

W. A. WOLFFER

William A. Wolffer
Director (Acting)

Mr. S. S. IQBAL HOSAIN, S.Q.A., PMAS
Secretary
Economic Affairs Division
Ministry of Finance, Planning & Development
Government of Pakistan
Islamabad

The Pakistani Secretary, Economic Affairs Division, to the Acting Director, USAID Mission

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION

No.1(2)US-VI/73. ISLAMABAD: *June 20, 1973.*

DEAR DR. WOLFFER,

I have the honour to acknowledge with thanks the receipt of your letter dated June 20, 1973, proposing to amend further our PL 480 (Title I) Agreement of September 21, 1972, to extend the supply period for vegetable oil from FY 1973 to FY 1973/74.

2. The text of your letter under reference is reproduced below:

"I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 21, 1972, as amended, and to propose a further amendment as follows:

(A) Part II, Item I, Commodity Table: Under column entitled "Supply Period", delete "1973" and insert in lieu thereof "1973/1974".

(B) Part II, Item III, Usual Marketing Table: Under column entitled "Import Period", for "edible vegetable oil and/or oil bearing seeds", delete "1973" and insert in lieu thereof "1973/1974", and under column entitled "Usual Marketing Requirements", and after "21,500 MT" the following words: "for each year".

All other terms and conditions of the September 21, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration."

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Yours sincerely,

S. S. IQBAL HOSAIN

(S.S. Iqbal Hosain)

DR. WILLIAM A. WOLFFER,
Acting Director,
USAID Mission,
Islamabad.

SRI LANKA

Agricultural Commodities

Agreement amending the agreement of July 19, 1962.
Effected by exchange of notes
Signed at Colombo March 30 and June 22, 1973;
Entered into force June 22, 1973.

The American Ambassador to the Ceylonese Secretary, Ministry of Planning and Employment

EMBASSY OF THE UNITED STATES OF AMERICA

No. 81 COLOMBO, *March 30, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 19, 1962,[1] and to propose that the Agreement be amended as follows:

ARTICLE II, USES OF RUPEES, is amended by adding to Paragraph D of that Article the following:

> To the extent that the rupees set aside for grants under this paragraph were not advanced by December 31, 1972, as a result of no agreement being reached between the two Governments on the use of the rupees for grant purposes, the Government of the United States may use the rupees for any other purpose authorized by Section 104 of the Act.[2]

It is agreed that for the purpose of this Agreement as amended, the terms Government of Ceylon and Government of Sri Lanka are identical and interchangeable.

All other terms and conditions of the July 19, 1962, Agreement remain the same.

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

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[1] TIAS 5106; 13 UST 1471.
[2] 80 Stat. 1528; 7 U.S.C. § 1704.

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

CHRISTOPHER VAN HOLLEN

His Excellency
H. A. DE S. GUNASEKERA,
Secretary,
Ministry of Planning & Employment,
Government of Sri Lanka,
Colombo.

The Ceylonese Secretary, Ministry of Planning & Employment, to the American Ambassador

ටැලිෆෝන් / தொலைபேசி / Telephone: 27138, 21626, 24272

මගේ අංකය / எனது எண் / My No. CA 9/1/ A

විදුලි පණිවුඩ / தந்தி / Telegrams: ක්‍රමසමලේ / செக்மின்பிலான் / SECMINPLAN

ඔබේ අංකය / தங்கள் எண் / Your No.

ක්‍රම සම්පාදන හා රැකීරක්ෂා අමාත්‍යාංශය
திட்டமிடல், வேலைவாய்ப்பு அமைச்சு
MINISTRY OF PLANNING & EMPLOYMENT

තැ. පෙ. 898 தா. பெ. 898 P. O. Box 898

ශ්‍රී ලංකා මහා බැංකු ගොඩනැගිල්ල
(8 වෙනි මහල)
மத்திய வங்கி கட்டிடம் (8ம் மாடி)
Central Bank Building
(8th Floor)

කොළඹ 1 / கொழும்பு 1 / Colombo 1 — 22nd June, 1973.

EXCELLENCY,

I have the honour to acknowledge receipt of your letter dated March 30, 1973, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 19, 1962, and to propose that the Agreement be amended as follows:

ARTICLE II, USES OF RUPEES, is amended by adding to Paragraph D of that Article the following:

To the extent that the rupees set aside for grants under this paragraph were not advanced by December 31, 1972, as a result of no agreement being reached between the two Governments on

the use of the rupees for grant purposes, the Government of the United States may use the rupees for any other purpose authorized by Section 104 of the Act.

It is agreed that for the purpose of this Agreement as amended, the terms Government of Ceylon and Government of Sri Lanka are identical and interchangeable.

All other terms and conditions of the July 19, 1962, Agreement remain the same.

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

I confirm that the foregoing is acceptable to the Government of Sri Lanka.

Please accept, Excellency, the renewed assurances of my highest consideration.

H. A. DE S. GUNASEKERA

(H. A. de S. Gunasekera)
Secretary,
Ministry of Planning & Employment.

His Excellency CHRISTOPHER VAN HOLLEN,
Ambassador for U.S.A. in Sri Lanka,
Colombo.

TUNISIA

Agricultural Commodities

Agreement signed at Tunis, June 13, 1973;
Entered into force June 13, 1973.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF
TUNISIA FOR THE SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Tunisia have agreed to sales of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 17, 1967,[1] and the convertible Local Credit Annex of the Agreement signed December 18, 1969,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value
Soybean/cottonseed oil	1973 and 1974	30,000	$ 10,500

Item II. Payment Terms:

Convertible Local Currency Credit Terms

1. Initial Payment - 10 percent

2. Number of Installment Payments - 25

[1] TIAS 6323; 18 UST 1777.
[2] TIAS 6811; 20 UST 4132.

3. Amount of each Installment Payment - approximately equal annual amounts

4. Due Date of First Installment Payment - six years after date of last delivery of commodities in each calendar year

5. Initial Interest Rate - 2 percent per annum

6. Continuing Interest Rate - 3 percent per annum

Item III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements (metric tons)
Edible vegetable oil and/or oil-seeds in oil equivalent	1973	9,600 (of which at least 3,100 shall be imported from the United States)
Edible vegetable oil and/or oil-seeds in oil equivalent	1974	9,600 (of which at least 3,100 shall be imported from the United States)

Item IV. Export Limitations:

A. With respect to each commodity financed under this agreement the export limitation period for the same commodities shall begin on the date of this agreement and end on the final date which said commodity is imported or utilized, whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as commodities financed under this agreement are: for soybean/cottonseed oil -- edible vegetable oils

including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, and sesame oil, but not including olive oil.

Item V. Self-Help Measures

1. Increase the funds allocated for loans and other services to individual farmers and agricultural cooperatives, particularly to small and medium-sized farm units.
2. Support the livestock production project through improved forage and range management production practices in irrigated and rain-fed areas; expand government-controlled livestock production centers.
3. Support expanded cereals, forage and feedgrain production programs through expanding the scope of the accelerated cereals production project.
4. Improve the process of agriculture sector planning through the strengthening of the capacity of the Ministry of Agriculture to design and carry out annual and multi-annual plans and research programs.
5. Continue efforts to assure the integrated planning and implementation of factors affecting agricultural production, particularly in the areas of extension, credit, marketing, land reform and cooperative services.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sales of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V,

for the agricultural sector as described in the Government of Tunisia's Development Plan for the National Economy, and for the following two sectors: National Education and Public Health.

Item VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels. But, notwithstanding the provisions of paragraph 1 of the convertible local currency credit annexes, it shall not finance the balance of the cost of ocean transportation of such commodities.

Item VIII. Other Provisions:

Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex: "The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential) provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the government of the importing country pursuant to the proviso in Section 103(b) the Act [1] (such payment is herein called

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).

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

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

DONE at Tunis, in duplicate, this 13th day of June 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA [1]

James F. Relph Jr.

FOR THE GOVERNMENT OF TUNISIA [2]

[1] James F. Relph Jr.
[2] Moncef Ghariani

Minutes of PL-480 Negotiations FY-1973

PART I - General Instructions

1. Tunisia must designate one or more persons in Washington to consult with the U.S. Government on rules and procedures for procurement, financing, reporting, and ocean transportation. This consultation will be necessary before issuing any procurement authorizations.

2. Tunisia should also designate a person or agency in Tunis to consult on questions regarding (a) commodity arrival and offloading information, (b) assurances against resale or reshipment, (c) compliance with usual marketing, (d) data on imports and exports, and (e) information on dinar deposits.

3. Commodity commitments are in terms of dollar values, not quantities. Changes in market prices may take place after the agreement is signed, which could result in an increase or decrease in the amounts procurable.

4. Tunisia must indicate whether it accepts usual marketing requirements for report to Washington.

5. Any extension of shipping dates beyond those covered in the agreement will require written assurances on usual marketings for the new marketing year.

6. In the event of force majeure beyond the control of the buyer or seller preventing the completion of scheduled deliveries, a request for extension may be considered.

7. The USG must reserve the right to cancel the uncommitted balance of a Purchase Authorization or to refuse to issue a Purchase Authorization at any time that a commodity is determined to be no longer in surplus supply, even though it is included in the commodity list in Article I of the sales agreement.

8. All payments made under this agreement will be made in US dollars unless the US government elects to receive payment in local currency. Dinar payments, if acceptable to the US government, can be made for commodities procured under the conditions described in the convertible local currency credit annexes. The payments, if made in dinars under this sales agreement will, under the current Tunisian exchange system, be the unitary rate for U.S. dollars in effect on the dates of payment (see Part I,

article III G). The rate for this sales agreement will be the highest legally obtainable and not less favorable than the highest of exchange rates obtainable by any other nation.

9. The Government of Tunisia is reminded of its responsibility to submit reports as required under the agreement. These reports include information on the arrival and disposition of commodities and the use of sales proceeds. In particular, the Government of Tunisia should make arrangements to furnish a report to the U.S. Embassy by the fifteenth of January, April, July and October covering information referred to in paragraphs 2, 3 and 4 of section D, article III of the Agreement (Quarterly Compliance Report). The Government of Tunisia should return the completed "arrival and shipping information" sheets (ADP sheets) with appropriate notation certifying receipt of all commodities and condition of arrivals as soon as possible but not later than thirty days from the date of unloading or from the date of receipt of the ADP sheets, whichever is later.

10. The Tunisian Government's attention is drawn to Item VIII Other Provisions of this agreement which requires reporting by Tunisia on receipt and expenditures of the proceeds from local sale of PL-480 commodities. In addition, the report must be prepared at least annually and be certified by an appropriate auditing authority of the Tunisian Government. The Tunisian Government should prepare this report at the end of the Tunisian fiscal year and submit it, duly certified, to the U.S. Embassy in February 1974.

11. The Tunisian Government's attention is again drawn to the Cuba-North Vietnam provisions under Section 103 (d) (3) of PL 808. [1] This provision prohibits sales of agricultural commodities under this Act to any nation which furnishes or permits ships or aircraft under its registry to transport to or from Cuba or North Vietnam (excluding U.S. installations in Cuba) any equipment, materials, or commodities so long as they are governed by communist regimes.

12. Attention is also drawn to Section 410 of PL 480. This states that the provision of 620(e) of the Foreign Assistance Act of 1961, as amended, [2] which refers to nationalization, expropriation, and related governmental acts affecting property owned by U.S. citizens should be applicable to assistance provided under this Act. In this regard the US Government appreciates the progress already achieved and requests that status reports on further action taken in the remaining cases be reported to the US Embassy by July 1.

[1] 80 Stat. 1527; 7 U.S.C. § 1703(d)(3).
[2] 77 Stat. 386; 22 U.S.C. § 2370(e).

13. Attention is drawn to the provision of the Food for Freedom legislation (PL 90-436 of July 29, 1968), Section 103 (o), [1] requiring that the President of the United States take steps to insure that the United States receive a fair share of increases in the commercial purchases of agricultural commodities by the importing country.

14. It is the hope of the U.S. Government that all of the commodities programmed under this agreement can be shipped during the U.S. fiscal years 1973-1974, i.e. before July 1974. However, because of a limitation on funds available for PL 480 programs in FY 1973 it may become necessary to withhold some shipments during the supply period or carry over some shipments into the next supply period. This action may be taken under Article I of the Agreement.

15. The minutes of negotiation must be initialed by representatives of both Governments.

PART II - Ocean Shipping

1. The Government of Tunisia will finance the foreign flag equivalent cost of ocean freight for all shipments. However, with respect to the 50 percent of the commodities required to be shipped on U.S. vessels, the U.S. Department of Agriculture will finance the difference, if any, by which the U.S. flag rate exceeds the foreign flag rate.

2. Implementation of 50-50 shipping requirement will be accomplished by advance approval of all bookings and charters by the USDA.

3. If Tunisia engages the services of a U.S. person or firm as its agent to handle procurement of the commodity and/or ocean transportation, such agent must be approved by the USDA. A copy of the written agreement between the Government of Tunisia and the agency must be submitted to USDA for approval prior to the issuance of applicable purchase authorizations.

PART III - Convertible Local Currency Credit Purchases

1. PA's issued under this agreement will indicate that ten percent of the value must be paid by the Tunisian Government as an initial payment. When the Letter of Credit is opened, the Tunisian Government representative will arrange to have this amount paid to the Treasurer of the Commodity Credit Corporation in the U.S. Department of Agriculture in Washington.

[1] 82 Stat. 450; 7 U.S.C. § 1703(o).

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2. Payments of the balance should be made in twenty five equal annual installments beginning six years after the date of the last delivery of the commodity in the calendar year. Interest should be computed at the rate of two percent per year during the period from the date of last delivery in each calendar year until the due date for the first annual payment of principal. Thereafter, the rate will be three percent. Interest should be paid annually beginning one year after the date of last delivery but not later than the date on which the annual payment of principal becomes due.

3. The Commodity Credit Corporation will furnish to the Embassy of Tunisia in Washington a statement showing the quantities of commodities delivered under the agreement, the amounts charged for the cost of the commodities delivered and the amount of payment and date due in accordance with the terms of the agreement.

4. The proceeds from the sale of commodities financed by convertible currency credits in this agreement must be used by the Tunisian Government in accordance with Part II Item VI of this agreement. The proceeds in any case must not be used for the production of agricultural commodities which Tunisia exports in competition with the United States.

5. The GOT may attribute the sales proceeds from the sale of PL-480 commodities to the capital development budget as outlined in section VI of this agreement, but the net deposit after deduction of direct costs must meet or exceed the local currency equivalent of the dollar financing provided by the Commodity Credit Corporation. Direct cost deductions may not include interest charges on internally generated GOT financing nor port taxes.

PART IV - Usual Marketing Requirements and Other Compliance Questions

1. The usual marketing import requirements and the period during which these quantities may be imported are set forth in Part II of the agreement.

2. The supply period for this agreement is extended to include fiscal year 1974. The Government of Tunisia has the option of waiting to begin purchases under this agreement until after June 30, 1973, in which case it will be required to meet the usual marketing requirements

only for FY 1974 stated in Part II item 3 line 2. However, if the Government of Tunisia elects to begin shipments under this agreement before June 30, 1973 then the Government will be required to purchase the usual marketing requirements for both FY's 1973 and 1974 as stated in Part II item 3 lines 1 and 2; that is 19,200 tons of oil as a global UMR of which 6,200 tons will be from the United States to be purchased over both years.

3. It is noted that differences above certain amounts in quantities of commodities reported loaded with quantities reported unloaded in Tunisia must be reconciled, according to regulations in force under this agreement. If such differences cannot be reconciled, a statement to this effect should be made on the arrival-departure sheet and a statement made as to the claim action to be taken by the Government of Tunisia or the reason why such action will not be taken.

PART V - Self-Help Measures

1. Part V of this agreement describes the self-help measures to be undertaken by the Government of Tunisia. It is also understood that the memorandum of understanding and termination clause relating to the agreement of March 17, 1967 applies to this agreement.

2. The Government of Tunisia is asked to submit an annual report on measures taken to meet the self-help provisions of this agreement (Item V) and, where applicable, is asked to report on the use of proceeds that become available from this sale to fulfill these provisions.

PART VI - Publicity

At the time of the negotiations for the agreement of December 18, 1969, the Government of Tunisia agreed to publicize the agreement upon its signature and publicize the arrival and unloading of the commodities. It is understood that the same publicity will be given under the present agreement. The Government of Tunisia is requested to report arrangements for the publicity of this Agreement prior to signature of the Agreement.

LEBANON

Cooperation in Combating Illicit International Traffic in Narcotics and Other Dangerous Drugs: Grant of Equipment and Commodities

Agreement signed at Beirut June 29, 1973; Entered into force June 29, 1973.

GRANT AGREEMENT

Agreement, dated the 29th day of June, 1973 between the government of Lebanon ("Grantee") and the United States of America, acting through the agency for International Development ("A.I.D.")

Whereas, the United States of America and the Government of Lebanon are mutually concerned about the Illicit International Traffic in Narcotics and Dangerous Drugs; and

Whereas, the United States of America and Government of Lebanon desire to enter into a program of cooperation to curtail such traffic;

Now, therefore, the parties hereto agree as follows:

Section 1. The Grant: Subject to the terms and conditions of this grant A.I.D. hereby agrees to provide to the grantee transportation and communications equipment and other commodities related to narcotics control, up to a value of dollars 65,000 to be used by the government of Lebanon's narcotics control forces in their operation against narcotics trafficking. A detailed breakdown of the equipment and commodities required will be made following an actual identification by the U.S. Government of the types and amounts of equipment and commodities needed.

Section 2. Taxation: This agreement and the equipment to be provided hereunder shall be free from any taxes, fees, tariffs or duties of any nature, including import and customs duties of any nature, imposed under any laws in effect within the republic of Lebanon.

Section 3. Use of Equipment: Grantee agrees that the equipment provided hereunder shall be used exclusively for the purposes enumerated in Section 1, above. Should such equipment be used for purposes other than those enumerated in Section 1 above, the grantee agrees to pay A.I.D. an appropriate refund. It is also understood, However, that nothing in this agreement shall preclude temporary use of his equip-

ment in the event of natural disaster to prevent loss of lives to alleviate suffering and hardship, or to engage otherwise in humanitarian undertakings.

Section 4. Covenants:

A. Grantee shall provide the resources necessary to support, maintain and effectively utilize this equipment.

B. Grantee shall take all necessary actions to clear the equipment through customs and to provide required permits and licenses.

Section 5. Procurement and Disbursement: A.I.D. will arrange for the procurement and shipment of, and payment for, the equipment requested by grantee pursuant to Section 1 above.

Section 6. Reports and Inspections: Grantee shall furnish A.I.D. with such periodic reports and information relating to this grant and such inspection of records or audit as A.I.D. may reasonably request. Furthermore, officials designated by the United States Government will be permitted to observe the equipment in operation at times to be agreed upon by the appropriate authorities of the two Governments. This section will be operative for a period of three years from the date of the arrival of the equipment in Lebanon.

Section 7. Representatives: For all purposes relative to this grant, grantee will be represented by the individual holding or acting in the office of Foreign Affairs and A.I.D. will be represented by the individual holding or acting in the office of Ambassador.

Section 8. Termination: The present agreement shall enter into force when signed. Either party may terminate the agreement by giving the other party 30 days written notice to terminate it. Termination of this agreement shall terminate any obligations of the two parties to make contributions pursuant to this agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the agreement. It is expressly understood that the obligations under Section 3 relating to the use of the equipment shall remain in force after such termination.

GOVERNMENT OF LEBANON

By: HADDAD

Khalil Haddad

Title: *Minister of International Organizations*

UNITED STATES OF AMERICA

By: ROBERT B. HOUGHTON

Title: *Chargé d'Affaires a. i.*

[SEAL]

ENDING THE WAR AND RESTORING PEACE IN VIET-NAM

Multilateral

Joint communique implementing the agreement and protocols of January 27, 1973.
Signed at Paris June 13, 1973;
Entered into force June 13, 1973.

Bilateral

Joint communique implementing the agreement and protocols of January 27, 1973.
Signed at Paris June 13, 1973;
Entered into force June 13, 1973.

JOINT COMMUNIQUE

The Parties signatory to the Paris Agreement on Ending the War and Restoring Peace in Viet-Nam, signed on January 27, 1973,[1]

Considering that strict respect and scrupulous implementation of all provisions of the Agreement and its Protocols[1] by all the parties signatory to them are necessary to ensure the peace in Viet-Nam and contribute to the cause of peace in Indochina and Southeast Asia,

Have agreed on the following points (in the sequence of the relevant articles in the Agreement):

1. In conformity with Article 2 of the Agreement, the United States shall cease immediately, completely, and indefinitely aerial reconnaissance over the territory of the Democratic Republic of Viet-Nam.

2. In conformity with Article 2 of the Agreement and with the Protocol on Mine Clearance:

(a) The United States shall resume mine clearance operations within five days from the date of signature of this Joint Communique and shall successfully complete those operations within thirty days thereafter.

(b) The United States shall supply to the Democratic Republic of Viet-Nam means which are agreed to be adequate and sufficient for sweeping mines in rivers.

[1] TIAS 7542; *ante*, p. 1.

(c) The United States shall announce when the mine clearance in each main channel is completed and issue a final announcement when all the operations are completed.

3. In implementation of Article 2 of the Agreement, at 1200 hours, G.M.T., June 14, 1973, the High Commands of the two South Vietnamese parties shall issue identical orders to all regular and irregular armed forces and the armed police under their command, to strictly observe the cease-fire throughout South Viet-Nam beginning at 0400 hours, G.M.T., June 15, 1973, and scrupulously implement the Agreement and its Protocols.

4. The two South Vietnamese parties shall strictly implement Articles 2 and 3 of the Protocol on the Cease-Fire in South Viet-Nam which read as follows:

"Article 2

(a) As soon as the cease-fire comes into force and until regulations are issued by the Joint Military Commissions, all ground, river, sea and air combat forces of the parties in South Viet-Nam shall remain in place; that is, in order to ensure a stable cease-fire, there shall be no major redeployments or movements that would extend each party's area of control or would result in contact between opposing armed forces and clashes which might take place.

(b) All regular and irregular armed forces and the armed police of the parties in South Viet-Nam shall observe the prohibition of the following acts:

(1) Armed patrols into areas controlled by opposing armed forces and flights by bomber

and fighter aircraft of all types, except for unarmed flights for proficiency training and maintenance;

(2) Armed attacks against any person, either military or civilian, by any means whatsoever, including the use of small arms, mortars, artillery, bombing and strafing by airplanes and any other type of weapon or explosive device;

(3) All combat operations on the ground, on rivers, on the sea and in the air;

(4) All hostile acts, terrorism or reprisals; and

(5) All acts endangering lives or public or private property.

Article 3

(a) The above-mentioned prohibitions shall not hamper or restrict:

(1) Civilian supply, freedom of movement, freedom to work, and freedom of the people to engage in trade, and civilian communication and transportation between and among all areas in South Viet-Nam;

(2) The use by each party in areas under its control of military support elements, such as engineer and transportation units, in repair and construction of public facilities and the transportation and supplying of the population;

(3) Normal military proficiency training conducted by the parties in the areas under their respective control with due regard for public safety.

(b) The Joint Military Commissions shall immediately agree on corridors, routes,and other regulations governing the movement of military transport aircraft, military transport vehicles, and military transport vessels of all types of one party going through areas under the control of other parties."

5. The Two-Party Joint Military Commission shall immediately carry out its task pursuant to Article 3(b) of the Agreement to determine the areas controlled by each of the two South Vietnamese parties and the modalities of stationing. This task shall be completed as soon as possible. The Commission shall also immediately discuss the movements necessary to accomplish a return of the armed forces of the two South Vietnamese parties to the positions they occupied at the time the cease-fire entered into force on January 28, 1973.

6. Twenty-four hours after the cease-fire referred to in paragraph 3 enters into force, the commanders of the opposing armed forces at those places of direct contact shall meet to carry out the provisions of Article 4 of the Protocol on the Cease-Fire in South Viet-Nam with a view to reaching an agreement on temporary measures to avert conflict and to ensure supply and medical care for these armed forces.

7. In conformity with Article 7 of the Agreement:

(a) The two South Vietnamese parties shall not accept the introduction of troops, military advisers, and military personnel, including technical military personnel, into South Viet-Nam.

(b) The two South Vietnamese parties shall not accept

the introduction of armaments, munitions, and war material into South Viet-Nam. However, the two South Vietnamese parties are permitted to make periodic replacement of armaments, munitions, and war material, as authorized by Article 7 of the Agreement, through designated points of entry and subject to supervision by the Two-Party Joint Military Commission and the International Commission of Control and Supervision.

In conformity with Article 15(b) of the Agreement regarding the respect of the Demilitarized Zone, military equipment may transit the Demilitarized Zone only if introduced into South Viet-Nam as replacements pursuant to Article 7 of the Agreement and through a designated point of entry.

(c) Twenty-four hours after the entry into force of the cease-fire referred to in paragraph 3, the Two-Party Joint Military Commission shall discuss the modalities for the supervision of the replacements of armaments, munitions, and war material permitted by Article 7 of the Agreement at the three points of entry already agreed upon for each party. Within fifteen days of the entry into force of the cease-fire referred to in paragraph 3, the two South Vietnamese parties shall also designate by agreement three additional points of entry for each party in the area controlled by that party.

8. In conformity with Article 8 of the Agreement:

(a) Any captured personnel covered by Article 8(a) of the Agreement who have not yet been returned shall be returned without delay, and in any event within no more than thirty days from the date of signature of this Joint Communique.

(b) All the provisions of the Agreement and the Protocol on the Return of Captured Personnel shall be scrupulously implemented. All Vietnamese civilian personnel covered by Article 8(c) of the Agreement and Article 7 of the Protocol on the Return of Captured Personnel shall be returned as soon as possible. The two South Vietnamese parties shall do their utmost to accomplish this within forty-five days from the date of signature of this Joint Communique.

(c) In conformity with Article 8 of the Protocol on the Return of Captured Personnel, all captured and detained personnel covered by that Protocol shall be treated humanely at all times. The two South Vietnamese parties shall immediately implement Article 9 of that Protocol and, within fifteen days from the date of signature of this Joint Communique, allow National Red Cross Societies they have agreed upon to visit all places where these personnel are held.

(d) The two South Vietnamese parties shall cooperate in obtaining information about missing persons and in

determining the location of and in taking care of the graves of the dead.

(e) In conformity with Article 8(b) of the Agreement, the parties shall help each other to get information about those military personnel and foreign civilians of the parties missing in action, to determine the location and take care of the graves of the dead so as to facilitate the exhumation and repatriation of the remains, and to take any such other measures as may be required to get information about those still considered missing in action. For this purpose, frequent and regular liaison flights shall be made between Saigon and Hanoi.

9. The two South Vietnamese parties shall implement Article 11 of the Agreement, which reads as follows:

> "Immediately after the cease-fire, the two South Vietnamese parties will:
>
> --achieve national reconciliation and concord, end hatred and enmity, prohibit all acts of reprisal and discrimination against individuals or organizations that have collaborated with one side or the other;
>
> --ensure the democratic liberties of the people: personal freedom, freedom of speech, freedom of the press, freedom of meeting, freedom of organization, freedom of political activities, freedom of belief, freedom of movement, freedom of residence, freedom of work, right to property ownership and right to free enterprise."

10. Consistent with the principles for the exercise of the South Vietnamese people's right to self-determination stated in Chapter IV of the Agreement:

(a) The South Vietnamese people shall decide themselves the political future of South Viet-Nam through genuinely free and democratic general elections under international supervision.

(b) The National Council of National Reconciliation and Concord consisting of three equal segments shall be formed as soon as possible, in conformity with Article 12 of the Agreement.

The two South Vietnamese parties shall sign an agreement on the internal matters of South Viet-Nam as soon as possible, and shall do their utmost to accomplish this within forty-five days from the date of signature of this Joint Communique.

(c) The two South Vietnamese parties shall agree through consultations on the institutions for which the free and democratic general elections provided for in Article 9(b) of the Agreement will be held.

(d) The two South Vietnamese parties shall implement Article 13 of the Agreement, which reads as follows:

> "The question of Vietnamese armed forces in South Viet-Nam shall be settled by the two South Vietnamese parties in a spirit of national reconciliation and concord, equality and mutual respect, without foreign interference, in accordance with the postwar situation. Among the questions to be discussed by the two South Vietnamese parties are steps to reduce their military effectives and to demobilize the troops being reduced. The two South Vietnamese parties will accomplish this as soon as possible."

11. In implementation of Article 17 of the Agreement:

(a) All the provisions of Articles 16 and 17 of the Protocol on the Cease-Fire in South Viet-Nam shall immediately be implemented with respect to the Two-Party Joint Military Commission. That Commission shall also immediately be accorded the eleven points of privileges and immunities agreed upon by the Four-Party Joint Military Commission. Frequent and regular liaison flights shall be made between Saigon and the headquarters of the Regional Two-Party Joint Military Commissions and other places in South Viet-Nam as required for the operations of the Two-Party Joint Military Commission. Frequent and regular liaison flights shall also be made between Saigon and Loc Ninh.

(b) The headquarters of the Central Two-Party Joint Military Commission shall be located in Saigon proper or at a place agreed upon by the two South Vietnamese parties where an area controlled by one of them adjoins an area controlled by the other. The locations of the headquarters of the Regional Two-Party Joint Military Commissions and of the teams of the Two-Party Joint Military Commission shall be determined by that Commission within fifteen days after the entry into force of the cease-fire referred to in paragraph 3. These locations may be changed at any time as determined by the Commission. The locations, except for teams at the points of entry, shall be selected from among those towns specified in Article 11(b) and (c) of the Protocol on the Cease-Fire in South Viet-Nam

and those places where an area controlled by one South Vietnamese party adjoins an area controlled by the other, or at any other place agreed upon by the Commission.

(c) Once the privileges and immunities mentioned in paragraph 11(a) are accorded by both South Vietnamese parties, the Two-Party Joint Military Commission shall be fully staffed and its regional commissions and teams fully deployed within fifteen days after their locations have been determined.

(d) The Two-Party Joint Military Commission and the International Commission of Control and Supervision shall closely cooperate with and assist each other in carrying out their respective functions.

12. In conformity with Article 18 of the Agreement and Article 10 of the Protocol on the International Commission of Control and Supervision, the International Commission, including its teams, is allowed such movement for observation as is reasonably required for the proper exercise of its functions as stipulated in the Agreement. In carrying out these functions, the International Commission, including its teams, shall enjoy all necessary assistance and cooperation from the parties concerned. The two South Vietnamese parties shall issue the necessary instructions to their personnel and take all other necessary measures to ensure the safety of such movement.

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13. Article 20 of the Agreement, regarding Cambodia and Laos, shall be scrupulously implemented.

14. In conformity with Article 21 of the Agreement, the United States-Democratic Republic of Viet-Nam Joint Economic Commission shall resume its meetings four days from the date of signature of this Joint Communique and shall complete the first phase of its work within fifteen days thereafter.

Affirming that the parties concerned shall strictly respect and scrupulously implement all the provisions of the Paris Agreement, its Protocols, and this Joint Communique, the undersigned representatives of the parties signatory to the Paris Agreement have decided to issue this Joint Communique to record and publish the points on which they have agreed.

Signed in Paris, June 13, 1973.

For the Government of the
United States of America:

Henry A. Kissinger
Assistant to the President
of the United States of
America

For the Government of the
Republic of Viet-Nam:

Nguyen Luu Vien
Representative of the
Government of the
Republic of Viet-Nam

For the Government of the Democratic Republic of Viet-Nam:

Le Duc Tho
Representative of the Government of the Democratic Republic of Viet-Nam

For the Provisional Revolutionary Government of the Republic of South Viet-Nam:

Nguyen Van Hieu
Minister of State of the Provisional Revolutionary Government of the Republic of South Viet-Nam

THÔNG CÁO CHUNG

Các bên ký kết Hiệp định Pa-ri về chấm dứt chiến tranh, lập lại hòa bình ở Việt Nam ký ngày 27 tháng 1 năm 1973,

Cho rằng việc các bên ký kết triệt để tôn trọng và nghiêm chỉnh thi hành mọi điều khoản của Hiệp định và các Nghị định thư của Hiệp định là cần thiết để bảo đảm hòa bình ở Việt Nam và góp phần vào sự nghiệp hòa bình ở Đông Dương và Đông Nam Á,

Đã thỏa thuận những điều sau đây (theo thứ tự những điều khoản liên quan trong Hiệp định) :

1. *Theo đúng Điều 2 của Hiệp định, Hoa Kỳ chấm dứt ngay, hoàn toàn và không thời hạn việc trinh sát trên không trên lãnh thổ nước Việt Nam dân chủ cộng hòa.*

2. *Theo đúng Điều 2 của Hiệp định và Nghị định thư về tháo gỡ mìn :*

a) *Hoa Kỳ sẽ tiến hành trở lại việc quét mìn trong vòng năm ngày kể từ ngày ký Thông cáo chung này và hoàn thành tốt việc này trong vòng ba mươi ngày sau đó.*

b) *Hoa Kỳ sẽ cung cấp cho Việt Nam dân chủ cộng hòa những phương tiện được thỏa thuận là thích hợp và đầy đủ để quét mìn trên sông.*

c) *Hoa Kỳ sẽ ra thông cáo mỗi khi làm xong việc quét mìn ở từng luồng chính và ra thông cáo cuối cùng khi hoàn thành toàn bộ việc quét mìn.*

3. *Thực hiện Điều 2 của Hiệp định, vào 12 giờ 00 (giờ GMT) ngày 14 tháng 6 năm 1973, các Bộ chỉ huy tối cao của hai bên miền Nam Việt Nam ra lệnh giống nhau cho tất cả các lực lượng vũ trang chính quy, không chính quy và cảnh sát vũ trang dưới quyền mình triệt để thực hiện ngừng bắn trên khắp miền Nam Việt Nam bắt đầu từ 04 giờ 00 (giờ GMT) ngày 15 tháng 6 năm 1973 và phải thực hiện nghiêm chỉnh Hiệp định và các Nghị định thư của Hiệp định.*

4. *Hai bên miền Nam Việt Nam sẽ triệt để thi hành Điều 2 và Điều 3 của Nghị định thư về ngừng bắn ở miền Nam Việt Nam nói như sau :*

« Điều 2

a) Bắt đầu từ khi ngừng bắn có hiệu lực cho đến khi có quy định của các Ban liên hợp quân sự, tất cả các lực lượng chiến đấu trên bộ, trên sông, trên biển và trên không của các bên ở miền Nam Việt Nam ở nguyên vị trí của mình ; nghĩa là, để bảo đảm ngừng bắn vững chắc, sẽ không có sự bố trí lại lực lượng lớn hoặc không có sự di chuyển nào mở rộng vùng kiểm soát của mỗi bên, hoặc dẫn tới sự tiếp xúc giữa các lực lượng vũ trang đối địch và các hành động xung đột có thể xảy ra.

b) Mọi lực lượng vũ trang chính quy, không chính quy và cảnh sát vũ trang của các bên ở miền Nam Việt Nam phải tuân theo những điều cấm chỉ sau đây :

1) Cấm các cuộc tuần tra vũ trang sang vùng do lực lượng vũ trang đối phương kiểm soát và cấm những chuyến bay của các loại máy bay ném bom, máy bay chiến đấu trừ những chuyến bay không vũ trang với mục đích huấn luyện và bảo quản ;

2) Cấm tấn công vũ trang vào bất cứ người nào, quân sự hoặc dân sự, bằng bất cứ phương tiện nào kể cả việc sử dụng vũ khí nhỏ, súng cối, đại bác, ném bom, bắn phá bằng máy bay và bất cứ vũ khí hoặc vật có thể nổ khác ;

3) Cấm tiến hành mọi cuộc hành quân chiến đấu trên bộ, trên sông, trên biển và trên không ;

4) Cấm các hành động đối địch, khủng bố và trả thù ;

5) Cấm mọi hành động xâm phạm đến tính mạng và tài sản công và tư.

Điều 3

a) Những điều ngăn cấm nói trên không được cản trở hoặc hạn chế :

1) Việc tiếp tế dân sự, việc tự do đi lại, tự do làm ăn sinh sống, tự do buôn bán của nhân dân và giao thông vận tải dân sự giữa tất cả các vùng ở miền Nam Việt Nam ;

2) Mỗi bên trong vùng kiểm soát của mình sử dụng những đơn vị hậu cần như đơn vị công binh và vận tải trong việc sửa chữa và xây dựng những tiện nghi công cộng và việc vận chuyển, tiếp tế cho nhân dân ;

3) Mỗi bên trong vùng kiểm soát của mình tiến hành việc huấn luyện quân sự bình thường, khi tiến hành có chú ý tới an toàn công cộng.

b) Các Ban liên hợp quân sự sẽ thỏa thuận ngay về các hành lang, các tuyến đường và các quy định khác cho việc di chuyển của các máy bay vận tải quân sự, các loại xe vận tải quân sự và tàu thuyền vận tải quân sự của bên này phải đi qua vùng do các bên kia kiểm soát. »

5. *Ban liên hợp quân sự hai bên thực hiện ngay nhiệm vụ của mình theo Điều 3(b) của Hiệp định để quy định các vùng do mỗi bên trong hai bên miền Nam Việt Nam kiểm soát và những thể thức trú quân. Nhiệm vụ này sẽ hoàn thành càng sớm càng tốt. Ban liên hợp quân sự hai bên cũng bàn ngay về sự di chuyển cần thiết để hoàn thành việc các lực lượng vũ trang của hai bên miền Nam Việt Nam trở về vị trí mà họ đóng giữ vào lúc ngừng bắn bắt đầu có hiệu lực ngày 28 tháng 1 năm 1973.*

6. *Hai mươi bốn giờ sau khi ngừng bắn nói ở đoạn 3 có hiệu lực, những người chỉ huy của các lực lượng vũ trang đối diện nhau và đang trực tiếp tiếp xúc ở những nơi đó sẽ gặp nhau để thực hiện những điều khoản của Điều 4 của Nghị định thư về ngừng bắn ở miền Nam Việt Nam để đi tới thỏa thuận về các biện pháp tạm thời nhằm tránh xung đột và bảo đảm việc tiếp tế, cứu thương cho các lực lượng vũ trang đó.*

7. *Theo đúng Điều 7 của Hiệp định :*

a) *Hai bên miền Nam Việt Nam sẽ không được nhận đưa vào miền Nam Việt Nam quân đội, cố vấn quân sự và nhân viên quân sự, kể cả nhân viên quân sự kỹ thuật.*

b) *Hai bên miền Nam Việt Nam sẽ không được nhận đưa vào miền Nam Việt Nam vũ khí, đạn dược và dụng cụ chiến tranh. Tuy nhiên, hai bên miền Nam Việt Nam được phép từng thời gian thay thế vũ khí, đạn dược và dụng cụ chiến tranh, theo như Điều 7 của Hiệp định cho phép, qua những cửa khẩu đã được chỉ định và có sự giám sát của Ban liên hợp quân sự hai bên và Ủy ban quốc tế kiểm soát và giám sát.*

Theo đúng Điều 15(b) của Hiệp định nói về việc tôn trọng khu phi quân sự, các trang bị quân sự được qua khu phi quân sự nếu chỉ đưa vào miền Nam Việt Nam để thay thế theo Điều 7 của Hiệp định và tới một cửa khẩu đã được chỉ định.

c) *Hai mươi bốn giờ sau khi ngừng bắn nói ở đoạn 3 có hiệu lực, Ban liên hợp quân sự hai bên sẽ thảo luận về những thể thức giám sát việc thay thế vũ khí, đạn dược và dụng cụ chiến tranh mà Điều 7 của Hiệp định cho phép tại ba cửa khẩu đã được thỏa thuận cho mỗi bên. Trong vòng mười lăm ngày kể từ khi ngừng bắn nói ở đoạn 3 có hiệu lực, hai bên miền Nam Việt Nam cũng sẽ thỏa thuận để chỉ định ba cửa khẩu bổ sung cho mỗi bên trong vùng do bên đó kiểm soát.*

8. *Theo đúng Điều 8 của Hiệp định :*

a) *Bất cứ nhân viên bị bắt nào nói ở Điều 8(a) của Hiệp định mà chưa được trao trả thì sẽ được trao trả không trì hoãn, và trong bất cứ trường hợp nào cũng không chậm quá ba mươi ngày kể từ ngày ký Thông cáo chung này.*

b) *Tất cả các điều khoản của Hiệp định và Nghị định thư về việc trao trả nhân viên bị bắt phải được thực hiện nghiêm chỉnh. Tất cả nhân viên dân sự Việt Nam nói ở Điều 8(c) của Hiệp định và Điều 7 của Nghị định thư về việc trao trả nhân viên bị bắt sẽ được trao trả càng sớm càng tốt. Hai bên miền Nam Việt Nam sẽ làm hết sức mình để hoàn thành việc này trong vòng bốn mươi nhăm ngày kể từ ngày ký Thông cáo chung này.*

c) *Theo đúng Điều 8 của Nghị định thư về việc trao trả nhân viên bị bắt, tất cả những nhân viên bị bắt và giam giữ nói trong Nghị định thư này phải được đối xử nhân đạo trong bất cứ lúc nào. Hai bên miền Nam Việt Nam thực hiện ngay Điều 5 của Nghị định thư này, và trong vòng mươi lăm ngày kể từ ngày ký Thông cáo chung này, sẽ để cho những Hội hồng thập tự quốc gia được họ thỏa thuận tới thăm tất cả các nơi giam giữ những nhân viên đó.*

d) *Hai bên miền Nam Việt Nam sẽ hợp tác trong việc tìm kiếm tin tức những người bị mất tích, xác định vị trí và bảo quản mồ mả của những người bị chết.*

e) *Theo đúng Điều 8(b) của Hiệp định, các bên sẽ giúp đỡ nhau tìm kiếm tin tức về những nhân viên quân sự của các bên và thường dân nước ngoài của các bên bị mất tích trong chiến đấu, xác định vị trí và bảo quản mồ mả của những người bị chết, nhằm tạo điều kiện dễ dàng cho việc cất bốc và hồi hương hài cốt và có những biện pháp khác cần thiết để tìm kiếm tin tức những người còn coi là mất tích trong chiến đấu. Nhằm mục đích này, sẽ có những chuyến bay liên lạc thường xuyên giữa Sài Gòn và Hà Nội.*

9. *Hai bên miền Nam Việt Nam sẽ thi hành Điều 11 của Hiệp định nói như sau :*

« Ngay sau khi ngừng bắn, hai bên miền Nam Việt Nam sẽ :

— Thực hiện hòa giải và hòa hợp dân tộc, xóa bỏ thù hằn, cấm mọi hành động trả thù và phân biệt đối xử với những cá nhân hoặc tổ chức đã hợp tác với bên này hoặc bên kia ;

— Bảo đảm các quyền tự do dân chủ của nhân dân : tự do cá nhân, tự do ngôn luận, tự do báo chí, tự do hội họp, tự do tổ chức, tự do hoạt động chính trị, tự do tín ngưỡng, tự do đi lại, tự do cư trú, tự do làm ăn sinh sống, quyền tư hữu tài sản và quyền tự do kinh doanh. »

10. *Phù hợp với những nguyên tắc về việc thực hiện quyền tự quyết của nhân dân miền Nam Việt Nam ghi trong Chương IV của Hiệp định :*

a) *Nhân dân miền Nam Việt Nam tự quyết định tương lai chính trị của miền Nam Việt Nam thông qua tổng tuyển cử thật sự tự do và dân chủ, có giám sát quốc tế.*

b) *Hội đồng quốc gia hòa giải và hòa hợp dân tộc gồm ba thành phần ngang nhau phải được thành lập càng sớm càng tốt, theo đúng Điều 12 của Hiệp định.*

Hai bên miền Nam Việt Nam sẽ ký một hiệp định về các vấn đề nội bộ của miền Nam Việt Nam càng sớm càng tốt, và sẽ làm hết sức mình để làm xong việc này trong bốn mươi nhăm ngày kể từ ngày ký Thông cáo chung này.

c) *Hai bên miền Nam Việt Nam sẽ hiệp thương để thỏa thuận về các cơ quan quyền lực mà cuộc tổng tuyển cử tự do và dân chủ nói trong Điều 9(b) của Hiệp định sẽ bầu ra.*

d) *Hai bên miền Nam Việt Nam sẽ thực hiện Điều 13 của Hiệp định nói như sau :*

« Vấn đề lực lượng vũ trang Việt Nam ở miền Nam Việt Nam sẽ do hai bên miền Nam Việt Nam giải quyết trên tinh thần hòa giải và hòa hợp dân tộc, bình đẳng và tôn trọng lẫn nhau, không có sự can thiệp của nước ngoài, phù hợp với tình hình sau chiến tranh. Trong số những vấn đề hai bên miền Nam Việt Nam thảo luận có các biện pháp giảm số quân của họ và phục viên số quân đã giảm. Hai bên miền Nam Việt Nam sẽ hoàn thành việc đó càng sớm càng tốt. »

11. *Thực hiện Điều 17 của Hiệp định :*

a) *Tất cả những điều khoản của Điều 16 và Điều 17 của Nghị định thư về ngừng bắn ở miền Nam Việt Nam sẽ được thi hành ngay đối với Ban liên hợp quân sự hai bên. Ban liên hợp quân sự hai bên cũng sẽ được hưởng ngay 11 điều ưu đãi và miễn trừ đã được Ban liên hợp quân sự bốn bên thỏa thuận. Sẽ có những chuyến bay liên lạc thường xuyên giữa Sài Gòn và trụ sở của các Ban liên hợp quân sự khu vực hai bên và những địa điểm khác ở miền Nam Việt Nam theo nhu cầu hoạt động của Ban liên hợp quân sự hai bên. Sẽ có những chuyến bay liên lạc thường xuyên giữa Sài Gòn và Lộc Ninh.*

b) *Trụ sở của Ban liên hợp quân sự trung ương hai bên sẽ đặt ở nội thành Sài Gòn hoặc tại một địa điểm, do hai bên miền Nam Việt Nam thỏa thuận, tiếp giáp giữa một vùng do bên này kiểm soát với một vùng do bên kia kiểm soát. Các địa điểm đặt trụ sở của các Ban liên hợp quân sự khu vực hai bên và của các tổ của Ban liên hợp quân sự hai bên sẽ do Ban liên hợp quân sự ấn định trong vòng mười lăm ngày kể từ khi ngừng bắn nói ở đoạn 3 có hiệu lực. Các địa điểm này có thể thay đổi bất cứ lúc nào theo Ban liên hợp quân sự quyết định. Các địa điểm, trừ đối với các tổ ở các cửa khẩu, sẽ được chọn trong những thành thị ghi ở Điều 11(b) và (c) của Nghị định thư về ngừng bắn ở miền Nam Việt Nam và những nơi tiếp giáp giữa một vùng do bên này kiểm soát với một vùng do bên kia kiểm soát, hoặc ở bất cứ địa điểm nào do Ban liên hợp quân sự thỏa thuận.*

c) *Một khi cả hai bên miền Nam Việt Nam đã thi hành các quyền ưu đãi và miễn trừ nói ở đoạn 11(a), Ban liên hợp quân sự hai bên sẽ có đầy đủ nhân viên và triển khai đầy đủ các Ban liên hợp quân sự khu vực và các tổ trong vòng mười lăm ngày sau khi các địa điểm nói trên đã được ấn định.*

d) *Ban liên hợp quân sự hai bên và Ủy ban quốc tế kiểm soát và giám sát sẽ hợp tác chặt chẽ và giúp đỡ lẫn nhau trong khi thi hành nhiệm vụ của mình.*

12. *Theo đúng Điều 18 của Hiệp định và Điều 10 của Nghị định thư về Ủy ban quốc tế kiểm soát và giám sát, Ủy ban quốc tế, kể cả các tổ, được đi lại quan sát theo sự cần thiết hợp lý để thực hiện đúng đắn nhiệm vụ của mình như đã quy định trong Hiệp định. Trong khi thực hiện các nhiệm vụ này, Ủy ban quốc tế, kể cả các tổ, sẽ được mọi sự giúp đỡ và hợp tác cần thiết của các bên hữu quan. Hai bên miền Nam Việt Nam sẽ ra những chỉ thị cần thiết cho nhân viên của mình và sẽ có tất cả những biện pháp cần thiết khác để bảo đảm an toàn cho sự đi lại như vậy.*

13. *Điều 20 của Hiệp định, đối với Cam-pu-chia và Lào, sẽ được thi hành nghiêm chỉnh.*

14. *Theo đúng Điều 21 của Hiệp định, Ủy ban kinh tế hỗn hợp Hoa Kỳ và Việt Nam dân chủ cộng hòa sẽ nối lại các cuộc họp sau bốn ngày kể từ ngày ký Thông cáo chung này và hoàn thành giai đoạn đầu công việc của Ủy ban mười lăm ngày sau đó.*

Khẳng định rằng các bên có liên quan sẽ triệt để tôn trọng và nghiêm chỉnh thi hành mọi điều khoản của Hiệp định Pa-ri, các Nghị định thư của Hiệp định và Thông cáo chung này, đại diện ký tên dưới đây của các bên ký kết Hiệp định Pa-ri quyết định ra Thông cáo chung này để ghi lại và công bố những điều họ đã thỏa thuận.

Ký tại Pa-ri, ngày 13 tháng 6 năm 1973

THAY MẶT
CHÍNH PHỦ HOA KỲ

HENRY A. KISSINGER
PHỤ TÁ
TỔNG THỐNG HOA KỲ

THAY MẶT
CHÍNH PHỦ VIỆT NAM CỘNG HÒA

B. S. NGUYỄN LƯU VIÊN
ĐẠI DIỆN CHÍNH PHỦ
VIỆT NAM CỘNG HÒA

THAY MẶT
CHÍNH PHỦ VIỆT NAM
DÂN CHỦ CỘNG HÒA

LÊ ĐỨC THỌ
ĐẠI DIỆN CHÍNH PHỦ
VIỆT NAM DÂN CHỦ CỘNG HÒA

THAY MẶT
CHÍNH PHỦ CÁCH MẠNG LÂM THỜI
CỘNG HÒA MIỀN NAM VIỆT NAM

NGUYỄN VĂN HIẾU
BỘ TRƯỞNG CHÍNH PHỦ CÁCH MẠNG
LÂM THỜI CỘNG HÒA MIỀN NAM VIỆT NAM

JOINT COMMUNIQUE

From May 17 to May 23, from June 6 to June 9, and on June 12 and June 13, 1973, Dr. Henry A. Kissinger, on behalf of the Government of the United States of America, and Mr. Le Duc Tho, on behalf of the Government of the Democratic Republic of Viet-Nam, reviewed the implementation of the Paris Agreement on Ending the War and Restoring Peace in Viet-Nam and its Protocols[1] and discussed urgent measures to ensure the correct and strict implementation of the Agreement and its Protocols.

The Government of the United States of America, with the concurrence of the Government of the Republic of Viet-Nam,

The Government of the Democratic Republic of Viet-Nam, with the concurrence of the Provisional Revolutionary Government of the Republic of South Viet-Nam,

Considering that strict respect and scrupulous implementation of all provisions of the Paris Agreement and its Protocols by all the parties signatory to them are necessary to ensure the peace in Viet-Nam and contribute to the cause of peace in Indochina and Southeast Asia,

Have agreed on the following points (in the sequence of the relevant articles in the Agreement):

1. In conformity with Article 2 of the Agreement, the United States shall cease immediately, completely, and

[1] TIAS 7542; *ante*, p. 1.

indefinitely aerial reconnaissance over the territory of the Democratic Republic of Viet-Nam.

2. In conformity with Article 2 of the Agreement and with the Protocol on Mine Clearance:

(a) The United States shall resume mine clearance operations within five days from the date of signature of this Joint Communique and shall successfully complete those operations within thirty days thereafter.

(b) The United States shall supply to the Democratic Republic of Viet-Nam means which are agreed to be adequate and sufficient for sweeping mines in rivers.

(c) The United States shall announce when the mine clearance in each main channel is completed and issue a final announcement when all the operations are completed.

3. In implementation of Article 2 of the Agreement, at 1200 hours, G.M.T., June 14, 1973, the High Commands of the two South Vietnamese parties shall issue identical orders to all regular and irregular armed forces and the armed police under their command, to strictly observe the cease-fire throughout South Viet-Nam beginning at 0400 hours, G.M.T., June 15, 1973, and scrupulously implement the Agreement and its Protocols.

4. The two South Vietnamese parties shall strictly implement Articles 2 and 3 of the Protocol on the Cease-fire in South Viet-Nam which read as follows:

"Article 2

(a) As soon as the cease-fire comes into force and until regulations are issued by the Joint Military Commissions, all ground, river, sea and air combat forces of the parties in South Viet-Nam shall remain in place; that is, in order to ensure a stable cease-fire, there shall be no major redeployments or movements that would extend each party's area of control or would result in contact between opposing armed forces and clashes which might take place.

(b) All regular and irregular armed forces and the armed police of the parties in South Viet-Nam shall observe the prohibition of the following acts:

(1) Armed patrols into areas controlled by opposing armed forces and flights by bomber and fighter aircraft of all types, except for unarmed flights for proficiency training and maintenance;

(2) Armed attacks against any person, either military or civilian, by any means whatsoever, including the use of small arms, mortars, artillery, bombing and strafing by airplanes and any other type of weapon or explosive device;

(3) All combat operations on the ground, on rivers, on the sea and in the air;

(4) All hostile acts, terrorism or reprisals; and

(5) All acts endangering lives or public or private property.

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Article 3

(a) The above-mentioned prohibitions shall not hamper or restrict:

(1) Civilian supply, freedom of movement, freedom to work, and freedom of the people to engage in trade, and civilian communication and transportation between and among all areas in South Viet-Nam;

(2) The use by each party in areas under its control of military support elements, such as engineer and transportation units, in repair and construction of public facilities and the transportation and supplying of the population;

(3) Normal military proficiency training conducted by the parties in the areas under their respective control with due regard for public safety.

(b) The Joint Military Commissions shall immediately agree on corridors, routes, and other regulations governing the movement of military transport aircraft, military transport vehicles, and military transport vessels of all types of one party going through areas under the control of other parties."

5. The Two-Party Joint Military Commission shall immediately carry out its task pursuant to Article 3(b) of the Agreement to determine the areas controlled by each of the two South Vietnamese parties and the modalities of stationing. This task shall be completed as soon as possible. The Commission shall also immediately discuss the movements necessary to accomplish a return of the armed forces of the two South Vietnamese parties to the positions they occupied at the time the cease-fire entered into force on January 28, 1973.

6. Twenty-four hours after the cease-fire referred to in paragraph 3 enters into force, the commanders of the opposing armed forces at those places of direct contact shall meet to carry out the provisions of Article 4 of the Protocol on the Cease-Fire in South Viet-Nam with a view to reaching an agreement on temporary measures to avert conflict and to ensure supply and medical care for these armed forces.

7. In conformity with Article 7 of the Agreement:

(a) The two South Vietnamese parties shall not accept the introduction of troops, military advisers, and military personnel, including technical military personnel, into South Viet-Nam.

(b) The two South Vietnamese parties shall not accept the introduction of armaments, munitions, and war material into South Viet-Nam. However, the two South Vietnamese parties are permitted to make periodic replacement of armaments, munitions, and war material, as authorized by Article 7 of the Agreement, through designated points of entry and subject to supervision by the Two-Party Joint Military Commission and the International Commission of Control and Supervision.

In conformity with Article 15(b) of the Agreement regarding the respect of the Demilitarized Zone, military equipment may transit the Demilitarized Zone only

if introduced into South Viet-Nam as replacements pursuant to Article 7 of the Agreement and through a designated point of entry.

(c) Twenty-four hours after the entry into force of the cease-fire referred to in paragraph 3, the Two-Party Joint Military Commission shall discuss the modalities for the supervision of the replacements of armaments, munitions, and war material permitted by Article 7 of the Agreement at the three points of entry already agreed upon for each party. Within fifteen days of the entry into force of the cease-fire referred to in paragraph 3, the two South Vietnamese parties shall also designate by agreement three additional points of entry for each party in the area controlled by that party.

8. In conformity with Article 8 of the Agreement:

(a) Any captured personnel covered by Article 8(a) of the Agreement who have not yet been returned shall be returned without delay, and in any event within no more than thirty days from the date of signature of this Joint Communique.

(b) All the provisions of the Agreement and the Protocol on the Return of Captured Personnel shall be scrupulously implemented. All Vietnamese civilian personnel covered by Article 8(c) of the Agreement and Article 7 of the Protocol on the Return of Captured

Personnel shall be returned as soon as possible. The two South Vietnamese parties shall do their utmost to accomplish this within forty-five days from the date of signature of this Joint Communique.

(c) In conformity with Article 8 of the Protocol on the Return of Captured Personnel, all captured and detained personnel covered by that Protocol shall be treated humanely at all times. The two South Vietnamese parties shall immediately implement Article 9 of that Protocol and, within fifteen days from the date of signature of this Joint Communique, allow National Red Cross Societies they have agreed upon to visit all places where these personnel are held.

(d) The two South Vietnamese parties shall cooperate in obtaining information about missing persons and in determining the location of and in taking care of the graves of the dead.

(e) In conformity with Article 8(b) of the Agreement, the parties shall help each other to get information about those military personnel and foreign civilians of the parties missing in action, to determine the location and take care of the graves of the dead so as to facilitate the exhumation and repatriation of the remains, and to take any such other measures as may be required to get information about those still considered

missing in action. For this purpose, frequent and regular liaison flights shall be made between Saigon and Hanoi.

9. The two South Vietnamese parties shall implement Article 11 of the Agreement, which reads as follows:

> "Immediately after the cease-fire, the two South Vietnamese parties will:
>
> --achieve national reconciliation and concord, end hatred and enmity, prohibit all acts of reprisal and discrimination against individuals or organizations that have collaborated with one side or the other;
>
> --ensure the democratic liberties of the people: personal freedom, freedom of speech, freedom of the press, freedom of meeting, freedom of organization, freedom of political activities, freedom of belief, freedom of movement, freedom of residence, freedom of work, right to property ownership and right to free enterprise."

10. Consistent with the principles for the exercise of the South Vietnamese people's right to self-determination stated in Chapter IV of the Agreement:

(a) The South Vietnamese people shall decide themselves the political future of South Viet-Nam through genuinely free and democratic general elections under international supervision.

(b) The National Council of National Reconciliation and Concord consisting of three equal segments shall be formed as soon as possible, in conformity with Article 12 of the Agreement.

The two South Vietnamese parties shall sign an agreement on the internal matters of South Viet-Nam as soon as possible, and shall do their utmost to accomplish

this within forty-five days from the date of signature of this Joint Communique.

(c) The two South Vietnamese parties shall agree through consultations on the institutions for which the free and democratic general elections provided for in Article 9(b) of the Agreement will be held.

(d) The two South Vietnamese parties shall implement Article 13 of the Agreement, which reads as follows:

> "The question of Vietnamese armed forces in South Viet-Nam shall be settled by the two South Vietnamese parties in a spirit of national reconciliation and concord, equality and mutual respect, without foreign interference, in accordance with the postwar situation. Among the questions to be discussed by the two South Vietnamese parties are steps to reduce their military effectives and to demobilize the troops being reduced. The two South Vietnamese parties will accomplish this as soon as possible."

11. In implementation of Article 17 of the Agreement:

(a) All the provisions of Articles 16 and 17 of the Protocol on the Cease-Fire in South Viet-Nam shall immediately be implemented with respect to the Two-Party Joint Military Commission. That Commission shall also immediately be accorded the eleven points of privileges and immunities agreed upon by the Four-Party Joint Military Commission. Frequent and regular liaison flights shall be made between Saigon and the headquarters of the Regional Two-Party Joint Military Commissions and other places in South Viet-Nam as required for the operations

of the Two-Party Joint Military Commission. Frequent and regular liaison flights shall also be made between Saigon and Loc Ninh.

(b) The headquarters of the Central Two-Party Joint Military Commission shall be located in Saigon proper or at a place agreed upon by the two South Vietnamese parties where an area controlled by one of them adjoins an area controlled by the other. The locations of the headquarters of the Regional Two-Party Joint Military Commissions and of the teams of the Two-Party Joint Military Commission shall be determined by that Commission within fifteen days after the entry into force of the cease-fire referred to in paragraph 3. These locations may be changed at any time as determined by the Commission. The locations, except for teams at the points of entry, shall be selected from among those towns specified in Article 11(b) and (c) of the Protocol on the Cease-Fire in South Viet-Nam and those places where an area controlled by one South Vietnamese party adjoins an area controlled by the other, or at any other place agreed upon by the Commission.

(c) Once the privileges and immunities mentioned in paragraph 11(a) are accorded by both South Vietnamese parties, the Two-Party Joint Military Commission shall be fully staffed and its regional commissions and teams

fully deployed within fifteen days after their locations have been determined.

(d) The Two-Party Joint Military Commission and the International Commission of Control and Supervision shall closely cooperate with and assist each other in carrying out their respective functions.

12. In conformity with Article 18 of the Agreement and Article 10 of the Protocol on the International Commission of Control and Supervision, the International Commission, including its teams, is allowed such movement for observation as is reasonably required for the proper exercise of its functions as stipulated in the Agreement. In carrying out these functions, the International Commission, including its teams, shall enjoy all necessary assistance and cooperation from the parties concerned. The two South Vietnamese parties shall issue the necessary instructions to their personnel and take all other necessary measures to ensure the safety of such movement.

13. Article 20 of the Agreement, regarding Cambodia and Laos, shall be scrupulously implemented.

14. In conformity with Article 21 of the Agreement, the United States-Democratic Republic of Viet-Nam Joint Economic Commission shall resume its meetings four days from the date of signature of this Joint Communique and shall complete the first phase of its work within fifteen days thereafter.

Affirming that the parties concerned shall strictly respect and scrupulously implement all the provisions of the Paris Agreement, its Protocols, this Joint Communique, and a Joint Communique in the same terms signed by representatives of the Government of the United States of America, the Government of the Republic of Viet-Nam, the Government of the Democratic Republic of Viet-Nam, and the Provisional Revolutionary Government of the Republic of South Viet-Nam,[1] the representative of the United States of America, Dr. Henry A. Kissinger, and the representative of the Democratic Republic of Viet-Nam, Mr. Le Duc Tho, have decided to issue this Joint Communique to record and publish the points on which they have agreed.

Signed in Paris, June 13, 1973.

[1] See p. 1676.

For the Government of the United States of America:

Henry A. Kissinger
Assistant to the President of the United States of America

For the Government of the Democratic Republic of Viet-Nam:

Le Duc Tho
Representative of the Government of the Democratic Republic of Viet-Nam

THÔNG CÁO CHUNG

Từ ngày 17 tháng 5 đến ngày 23 tháng 5, từ ngày 6 tháng 6 đến ngày 9 tháng 6 và những ngày 12 và 13 tháng 6 năm 1973, Tiến sĩ Henry A. Kissinger, thay mặt Chính phủ Hoa Kỳ, và Ông Lê Đức Thọ, thay mặt Chính phủ Việt Nam dân chủ cộng hòa, đã kiểm điểm việc thi hành Hiệp định Pa-ri về chấm dứt chiến tranh, lập lại hòa bình ở Việt Nam và các Nghị định thư của Hiệp định, và đã thảo luận về những biện pháp cấp bách để bảo đảm Hiệp định và các Nghị định thư của Hiệp định được thi hành nghiêm chỉnh và triệt để.

Chính phủ Hoa Kỳ với sự thỏa thuận của Chính phủ Việt Nam cộng hòa,

Chính phủ Việt Nam dân chủ cộng hòa với sự thỏa thuận của Chính phủ cách mạng lâm thời Cộng hòa miền Nam Việt Nam,

Cho rằng việc các bên ký kết triệt để tôn trọng và nghiêm chỉnh thi hành mọi điều khoản của Hiệp định và các Nghị định thư của Hiệp định là cần thiết để bảo đảm hòa bình ở Việt Nam và góp phần vào sự nghiệp hòa bình ở Đông Dương và Đông Nam Á,

Đã thỏa thuận những điều sau đây (theo thứ tự những điều khoản liên quan trong Hiệp định) :

1. *Theo đúng Điều 2 của Hiệp định, Hoa Kỳ chấm dứt ngay, hoàn toàn và không thời hạn việc trinh sát trên không trên lãnh thổ nước Việt Nam dân chủ cộng hòa.*

2. *Theo đúng Điều 2 của Hiệp định và Nghị định thư về tháo gỡ mìn :*

a) *Hoa Kỳ sẽ tiến hành trở lại việc quét mìn trong vòng năm ngày kể từ ngày ký Thông cáo chung này và hoàn thành tốt việc này trong vòng ba mươi ngày sau đó.*

b) *Hoa Kỳ sẽ cung cấp cho Việt Nam dân chủ cộng hòa những phương tiện được thỏa thuận là thích hợp và đầy đủ để quét mìn trên sông.*

c) *Hoa Kỳ sẽ ra thông cáo mỗi khi làm xong việc quét mìn ở từng luồng chính và ra thông cáo cuối cùng khi hoàn thành toàn bộ việc quét mìn.*

3. *Thực hiện Điều 2 của Hiệp định, vào 12 giờ 00 (giờ GMT) ngày 14 tháng 6 năm 1973, các Bộ chỉ huy tối cao của hai bên miền Nam Việt Nam ra lệnh giống nhau cho tất cả các lực lượng vũ trang chính quy, không chính quy và cảnh sát vũ trang dưới quyền mình triệt để thực hiện ngừng bắn trên khắp miền Nam Việt Nam bắt đầu từ 04 giờ 00 (giờ GMT) ngày 15 tháng 6 năm 1973 và phải thực hiện nghiêm chỉnh Hiệp định và các Nghị định thư của Hiệp định.*

4. *Hai bên miền Nam Việt Nam sẽ triệt để thi hành Điều 2 và Điều 3 của Nghị định thư về ngừng bắn ở miền Nam Việt Nam nói như sau :*

« Điều 2

a) Bắt đầu từ khi ngừng bắn có hiệu lực cho đến khi có quy định của các Ban liên hợp quân sự, tất cả các lực lượng chiến đấu trên bộ, trên sông, trên biển và trên không của các bên ở miền Nam Việt Nam ở nguyên vị trí của mình ; nghĩa là, để bảo đảm ngừng bắn vững chắc, sẽ không có sự bố trí lại lực lượng lớn hoặc không có sự di chuyển nào mở rộng vùng kiểm soát của mỗi bên, hoặc dẫn tới sự tiếp xúc giữa các lực lượng vũ trang đối địch và các hành động xung đột có thể xảy ra.

b) Mọi lực lượng vũ trang chính quy, không chính quy và cảnh sát vũ trang của các bên ở miền Nam Việt Nam phải tuân theo những điều cấm chỉ sau đây :

1) Cấm các cuộc tuần tra vũ trang sang vùng do lực lượng vũ trang đối phương kiểm soát và cấm những chuyến bay của các loại máy bay ném bom, máy bay chiến đấu trừ những chuyến bay không vũ trang với mục đích huấn luyện và bảo quản ;

2) Cấm tấn công vũ trang vào bất cứ người nào, quân sự hoặc dân sự, bằng bất cứ phương tiện nào kể cả việc sử dụng vũ khí nhỏ, súng cối, đại bác, ném bom, bắn phá bằng máy bay và bất cứ vũ khí hoặc vật có thể nổ khác ;

3) Cấm tiến hành mọi cuộc hành quân chiến đấu trên bộ, trên sông, trên biển và trên không ;

4) Cấm các hành động đối địch, khủng bố và trả thù ;

5) Cấm mọi hành động xâm phạm đến tính mạng và tài sản công và tư.

Điều 3

a) Những điều ngăn cấm nói trên không được cản trở hoặc hạn chế :

1) Việc tiếp tế dân sự, việc tự do đi lại, tự do làm ăn sinh sống, tự do buôn bán của nhân dân và giao thông vận tải dân sự giữa tất cả các vùng ở miền Nam Việt Nam ;

2) Mỗi bên trong vùng kiểm soát của mình sử dụng những đơn vị hậu cần như đơn vị công binh và vận tải trong việc sửa chữa và xây dựng những tiện nghi công cộng và việc vận chuyển, tiếp tế cho nhân dân ;

3) Mỗi bên trong vùng kiểm soát của mình tiến hành việc huấn luyện quân sự bình thường, khi tiến hành có chú ý tới an toàn công cộng.

b) Các Ban liên hợp quân sự sẽ thỏa thuận ngay về các hành lang, các tuyến đường và các quy định khác cho việc di chuyển của các máy bay vận tải quân sự, các loại xe vận tải quân sự và tàu thuyền vận tải quân sự của bên này phải đi qua vùng do các bên kia kiểm soát. »

5. *Ban liên hợp quân sự hai bên thực hiện ngay nhiệm vụ của mình theo Điều 3(b) của Hiệp định để quy định các vùng do mỗi bên trong hai bên miền Nam Việt Nam kiểm soát và những thể thức trú quân. Nhiệm vụ này sẽ hoàn thành càng sớm càng tốt. Ban liên hợp quân sự hai bên cũng bàn ngay về sự di chuyển cần thiết để hoàn thành việc các lực lượng vũ trang của hai bên miền Nam Việt Nam trở về vị trí mà họ đóng giữ vào lúc ngừng bắn bắt đầu có hiệu lực ngày 28 tháng 1 năm 1973.*

6. *Hai mươi bốn giờ sau khi ngừng bắn nói ở đoạn 3 có hiệu lực, những người chỉ huy của các lực lượng vũ trang đối diện nhau và đang trực tiếp tiếp xúc ở những nơi đó sẽ gặp nhau để thực hiện những điều khoản của Điều 4 của Nghị định thư về ngừng bắn ở miền Nam Việt Nam để đi tới thỏa thuận về các biện pháp tạm thời nhằm tránh xung đột và bảo đảm việc tiếp tế, cứu thương cho các lực lượng vũ trang đó.*

7. *Theo đúng Điều 7 của Hiệp định :*

a) *Hai bên miền Nam Việt Nam sẽ không được nhận đưa vào miền Nam Việt Nam quân đội, cố vấn quân sự và nhân viên quân sự, kể cả nhân viên quân sự kỹ thuật.*

b) *Hai bên miền Nam Việt Nam sẽ không được nhận đưa vào miền Nam Việt Nam vũ khí, đạn dược và dụng cụ chiến tranh. Tuy nhiên, hai bên miền Nam Việt Nam được phép từng thời gian thay thế vũ khí, đạn dược và dụng cụ chiến tranh, theo như Điều 7 của Hiệp định cho phép, qua những cửa khẩu đã được chỉ định và có sự giám sát của Ban liên hợp quân sự hai bên và Ủy ban quốc tế kiểm soát và giám sát.*

Theo đúng Điều 15(b) của Hiệp định nói về việc tôn trọng khu phi quân sự, các trang bị quân sự được qua khu phi quân sự nếu chỉ đưa vào miền Nam Việt Nam để thay thế theo Điều 7 của Hiệp định và tới một cửa khẩu đã được chỉ định.

c) *Hai mươi bốn giờ sau khi ngừng bắn nói ở đoạn 3 có hiệu lực, Ban liên hợp quân sự hai bên sẽ thảo luận về những thể thức giám sát việc thay thế vũ khí, đạn dược và dụng cụ chiến tranh mà Điều 7 của Hiệp định cho phép tại ba cửa khẩu đã được thỏa thuận cho mỗi bên. Trong vòng mười lăm ngày kể từ khi ngừng bắn nói ở đoạn 3 có hiệu lực, hai bên miền Nam Việt Nam cũng sẽ thỏa thuận để chỉ định ba cửa khẩu bổ sung cho mỗi bên trong vùng do bên đó kiểm soát.*

8. *Theo đúng Điều 8 của Hiệp định :*

a) *Bất cứ nhân viên bị bắt nào nói ở Điều 8(a) của Hiệp định mà chưa được trao trả thì sẽ được trao trả không trì hoãn, và trong bất cứ trường hợp nào cũng không chậm quá ba mươi ngày kể từ ngày ký Thông cáo chung này.*

b) *Tất cả các điều khoản của Hiệp định và Nghị định thư về việc trao trả nhân viên bị bắt phải được thực hiện nghiêm chỉnh. Tất cả nhân viên dân sự Việt Nam nói ở Điều 8(c) của Hiệp định và Điều 7 của Nghị định thư về việc trao trả nhân viên bị bắt sẽ được trao trả càng sớm càng tốt. Hai bên miền Nam Việt Nam sẽ làm hết sức mình để hoàn thành việc này trong vòng bốn mươi nhăm ngày kể từ ngày ký Thông cáo chung này.*

c) *Theo đúng Điều 8 của Nghị định thư về việc trao trả nhân viên bị bắt, tất cả những nhân viên bị bắt và giam giữ nói trong Nghị định thư này phải được đối xử nhân đạo trong bất cứ lúc nào. Hai bên miền Nam Việt Nam thực hiện ngay Điều 9 của Nghị định thư này, và trong vòng mười lăm ngày kể từ ngày ký Thông cáo chung này, sẽ để cho những Hội hồng thập tự quốc gia được họ thỏa thuận tới thăm tất cả các nơi giam giữ những nhân viên đó.*

d) *Hai bên miền Nam Việt Nam sẽ hợp tác trong việc tìm kiếm tin tức những người bị mất tích, xác định vị trí và bảo quản mồ mả của những người bị chết.*

e) *Theo đúng Điều 8(b) của Hiệp định, các bên sẽ giúp đỡ nhau tìm kiếm tin tức về những nhân viên quân sự của các bên và thường dân nước ngoài của các bên bị mất tích trong chiến đấu, xác định vị trí và bảo quản mồ mả của những người bị chết, nhằm tạo điều kiện dễ dàng cho việc cất bốc và hồi hương hài cốt và có những biện pháp khác cần thiết để tìm kiếm tin tức những người còn coi là mất tích trong chiến đấu. Nhằm mục đích này, sẽ có những chuyến bay liên lạc thường xuyên giữa Sài Gòn và Hà Nội.*

9. *Hai bên miền Nam Việt Nam sẽ thi hành Điều 11 của Hiệp định nói như sau :*

« Ngay sau khi ngừng bắn, hai bên miền Nam Việt Nam sẽ :

— Thực hiện hòa giải và hòa hợp dân tộc, xóa bỏ thù hằn, cấm mọi hành động trả thù và phân biệt đối xử với những cá nhân hoặc tổ chức đã hợp tác với bên này hoặc bên kia ;

— Bảo đảm các quyền tự do dân chủ của nhân dân : tự do cá nhân, tự do ngôn luận, tự do báo chí, tự do hội họp, tự do tổ chức, tự do hoạt động chính trị, tự do tín ngưỡng, tự do đi lại, tự do cư trú, tự do làm ăn sinh sống, quyền tư hữu tài sản và quyền tự do kinh doanh. »

10. *Phù hợp với những nguyên tắc về việc thực hiện quyền tự quyết của nhân dân miền Nam Việt Nam ghi trong Chương IV của Hiệp định :*

a) *Nhân dân miền Nam Việt Nam tự quyết định tương lai chính trị của miền Nam Việt Nam thông qua tổng tuyển cử thật sự tự do và dân chủ, có giám sát quốc tế.*

b) *Hội đồng quốc gia hòa giải và hòa hợp dân tộc gồm ba thành phần ngang nhau phải được thành lập càng sớm càng tốt, theo đúng Điều 12 của Hiệp định.*

Hai bên miền Nam Việt Nam sẽ ký một hiệp định về các vấn đề nội bộ của miền Nam Việt Nam càng sớm càng tốt, và sẽ làm hết sức mình để làm xong việc này trong bốn mươi nhăm ngày kể từ ngày ký Thông cáo chung này.

c) *Hai bên miền Nam Việt Nam sẽ hiệp thương để thỏa thuận về các cơ quan quyền lực mà cuộc tổng tuyển cử tự do và dân chủ nói trong Điều 9(b) của Hiệp định sẽ bầu ra.*

d) *Hai bên miền Nam Việt Nam sẽ thực hiện Điều 13 của Hiệp định nói như sau :*

« Vấn đề lực lượng vũ trang Việt Nam ở miền Nam Việt Nam sẽ do hai bên miền Nam Việt Nam giải quyết trên tinh thần hòa giải và hòa hợp dân tộc, bình đẳng và tôn trọng lẫn nhau, không có sự can thiệp của nước ngoài, phù hợp với tình hình sau chiến tranh. Trong số những vấn đề hai bên miền Nam Việt Nam thảo luận có các biện pháp giảm số quân của họ và phục viên số quân đã giảm. Hai bên miền Nam Việt Nam sẽ hoàn thành việc đó càng sớm càng tốt. »

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11. *Thực hiện Điều 17 của Hiệp định :*

a) *Tất cả những điều khoản của Điều 16 và Điều 17 của Nghị định thư về ngừng bắn ở miền Nam Việt Nam sẽ được thi hành ngay đối với Ban liên hợp quân sự hai bên. Ban liên hợp quân sự hai bên cũng sẽ được hưởng ngay 11 điều ưu đãi và miễn trừ đã được Ban liên hợp quân sự bốn bên thỏa thuận. Sẽ có những chuyến bay liên lạc thường xuyên giữa Sài Gòn và trụ sở của các Ban liên hợp quân sự khu vực hai bên và những địa điểm khác ở miền Nam Việt Nam theo nhu cầu hoạt động của Ban liên hợp quân sự hai bên. Sẽ có những chuyến bay liên lạc thường xuyên giữa Sài Gòn và Lộc Ninh.*

b) *Trụ sở của Ban liên hợp quân sự trung ương hai bên sẽ đặt ở nội thành Sài Gòn hoặc tại một địa điểm, do hai bên miền Nam Việt Nam thỏa thuận, tiếp giáp giữa một vùng do bên này kiểm soát với một vùng do bên kia kiểm soát. Các địa điểm đặt trụ sở của các Ban liên hợp quân sự khu vực hai bên và của các tổ của Ban liên hợp quân sự hai bên sẽ do Ban liên hợp quân sự ấn định trong vòng mười lăm ngày kể từ khi ngừng bắn nói ở đoạn 3 có hiệu lực. Các địa điểm này có thể thay đổi bất cứ lúc nào theo Ban liên hợp quân sự quyết định. Các địa điểm, trừ đối với các tổ ở các cửa khẩu, sẽ được chọn trong những thành thị ghi ở Điều 11(b) và (c) của Nghị định thư về ngừng bắn ở miền Nam Việt Nam và những nơi tiếp giáp giữa một vùng do bên này kiểm soát với một vùng do bên kia kiểm soát, hoặc ở bất cứ địa điểm nào do Ban liên hợp quân sự thỏa thuận.*

c) *Một khi cả hai bên miền Nam Việt Nam đã thi hành các quyền ưu đãi và miễn trừ nói ở đoạn 11(a), Ban liên hợp quân sự hai bên sẽ có đầy đủ nhân viên và triển khai đầy đủ các Ban liên hợp quân sự khu vực và các tổ trong vòng mười lăm ngày sau khi các địa điểm nói trên đã được ấn định.*

d) *Ban liên hợp quân sự hai bên và Ủy ban quốc tế kiểm soát và giám sát sẽ hợp tác chặt chẽ và giúp đỡ lẫn nhau trong khi thi hành nhiệm vụ của mình.*

12. *Theo đúng Điều 18 của Hiệp định và Điều 10 của Nghị định thư về Ủy ban quốc tế kiểm soát và giám sát, Ủy ban quốc tế, kể cả các tổ, được đi lại quan sát theo sự cần thiết hợp lý để thực hiện đúng đắn nhiệm vụ của mình như đã quy định trong Hiệp định. Trong khi thực hiện các nhiệm vụ này, Ủy ban quốc tế, kể cả các tổ, sẽ được mọi sự giúp đỡ và hợp tác cần thiết của các bên hữu quan. Hai bên miền Nam Việt Nam sẽ ra những chỉ thị cần thiết cho nhân viên của mình và sẽ có tất cả những biện pháp cần thiết khác để bảo đảm an toàn cho sự đi lại như vậy.*

13. *Điều 20 của Hiệp định, đối với Cam-pu-chia và Lào, sẽ được thi hành nghiêm chỉnh.*

14. *Theo đúng Điều 21 của Hiệp định, Ủy ban kinh tế hỗn hợp Hoa Kỳ và Việt Nam dân chủ cộng hòa sẽ nối lại các cuộc họp sau bốn ngày kể từ ngày ký Thông cáo chung này và hoàn thành giai đoạn đầu công việc của Ủy ban mười lăm ngày sau đó.*

Khẳng định rằng các bên có liên quan sẽ triệt để tôn trọng và nghiêm chỉnh thi hành mọi điều khoản của Hiệp định Pa-ri, các Nghị định thư của Hiệp định, Thông cáo chung này và một Thông cáo chung cùng nội dung do đại diện của Chính phủ Hoa Kỳ, Chính phủ Việt Nam cộng hòa, Chính phủ Việt Nam dân chủ cộng hòa và Chính phủ cách mạng lâm thời Cộng hòa miền Nam Việt Nam ký, đại diện Hoa Kỳ, Tiến sĩ Henry A. Kissinger, và đại diện Việt Nam dân chủ cộng hòa, Ông Lê Đức Thọ, quyết định ra Thông cáo chung này để ghi lại và công bố những điều họ đã thỏa thuận.

Ký tại Pa-ri, ngày 13 tháng 6 năm 1973

THAY MẶT
CHÍNH PHỦ HOA KỲ

HENRY A. KISSINGER
PHỤ TÁ
TỔNG THỐNG HOA KỲ

THAY MẶT
CHÍNH PHỦ VIỆT NAM
DÂN CHỦ CỘNG HÒA

LÊ ĐỨC THỌ
ĐẠI DIỆN CHÍNH PHỦ
VIỆT NAM DÂN CHỦ CỘNG HÒA

BELGIUM

Certificates of Airworthiness for Imported Aircraft

Agreement effected by exchange of notes Signed at Brussels February 12 and May 14, 1973, Entered into force May 14, 1973.

The American Ambassador to the Belgian Minister for Foreign Affairs

No. 18 FEBRUARY 12, 1973

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State") and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certification.

2. a. If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which may have been prescribed by the importing State under paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if

the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

b. In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are produced in the exporting State for export and use on products which are or may be certificated or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgment of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the compe-

tent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the competent aeronautical authorities of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved.

7 The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement

a) "Products" means aircraft, engines, propellers and appliances,

b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor,

e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor,

f) "Component" means a material, part, or subassembly not covered in (b), (c), (d) or (e) for use on civil aircraft, engines, propellers or appliances,

g) "Produced in the Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State, and

h) "Applicable laws, regulations and requirements" means

(i) those airworthiness laws, regulations and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State, or,

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State

applicable to a similar product certificated to airworthiness requirements of the same date, or,

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each Contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of its competent aeronautical authorities.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes at Brussels on July 19 and December 3, 1957 [1]

Upon the receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Kingdom of Belgium, the Government of the United States of America will consider that the present note and your reply thereto constitute an agreement between our two Governments on this subject which will enter into force on the date of your reply

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

ROBERT STRAUSZ-HUPE

His Excellency
RENAAT VAN ELSLANDE
Minister for Foreign Affairs,
Brussels.

[1] TIAS 3954, 8 UST 2383.

The Belgian Minister for Foreign Affairs to the American Ambassador

MINISTERE DES AFFAIRES ETRANGERES,
DU COMMERCE EXTERIEUR ET DE LA
COOPERATION AU DEVELOPPEMENT

1000 BRUXELLES, LE
RUE QUATRE BRAS. 2

B 20-94-6501

14-05-1973

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre que Votre Excellence a bien voulu m'adresser en date du 12 février 1973 et dont le texte se lit comme suit

"I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

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2. a. If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which may have been prescribed by the importing State under paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

b. In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by

the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are produced in the exporting State for export and use on products which are or may be certificated or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgement of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the competent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the competent aeronautical authorities of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved.

7 The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement

a) "Products" means aircraft, engines, propellers and appliances;

b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor,

f) "Component" means a material, part, or sub-assembly not covered in (b), (c), (d) or (e) for use on civil aircraft, engines, propellers or appliances,

g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State, and

h) "Applicable laws, regulations and requirements" means

(i) those airworthiness laws, regulations and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State, or

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State applicable to a similar product certificated to airworthiness requirements of the same date, or,

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each Contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of its competent aeronautical authorities.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes at Brussels on July 19 and December 3, 1957

Upon the receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Kingdom of Belgium, the Government of the United States of America will consider that the present note and your reply thereto constitute an agreement between our two Governments on this subject which will enter into force on the date of your reply

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

J'ai l'honneur de marquer à Votre Excellence l'accord du Gouvernement belge sur les termes de cette lettre et de l'Accord sur la reconnaissance réciproque des certificats de navigabilité qui en fait l'objet.

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

Le Ministre des Affaires étrangères,

R VAN ELSLANDE

R. Van Elslande

Son Excellence
Monsieur R. STRAUSZ-HUPE,
Ambassadeur des Etats-Unis d'Amérique,
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS,
FOREIGN TRADE, AND COOPERATION
AND DEVELOPMENT

1000 BRUSSELS
RUE QUATRE BRAS 2

B 20-94-6501

MAY 14, 1973

MR. AMBASSADOR

I have the honor to acknowledge receipt of Your Excellency's note dated February 12, 1973, the text of which reads as follows

[For the English language text, see p. 1720.]

I have the honor to inform Your Excellency of the Belgian Government's concurrence in the terms of the above note and of the Agreement on the reciprocal acceptance of airworthiness certifications to which they pertain.

I take this occasion, Mr. Ambassador, to renew to you the assurance of my very high consideration.

R. VAN ELSLANDE

R. Van Elslande
Minister of Foreign Affairs

His Excellency
R. STRAUSZ-HUPE,
Ambassador of the United States of America,
Brussels.

CANADA

Reciprocal Fishing Privileges

Agreement signed at Ottawa June 15, 1973;
Entered into force June 16, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA ON RECIPROCAL FISHING PRIVILEGES IN CERTAIN AREAS OFF THEIR COASTS

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

CONSIDERING that both Governments have established exclusive fishery zones;

RECOGNIZING that fishermen of the two countries have traditionally fished for the same species in certain areas now encompassed within the exclusive fishery zones;

DEEMING it desirable to establish the terms and conditions under which nationals and vessels of each of the two countries may conduct, on a reciprocal basis, commercial fishing operations within certain areas off their coasts; and

HAVING in mind the mutuality of interest on the part of the two countries in the conservation and rational exploitation of certain living marine resources off their coasts;

Have agreed as follows:

1. For the purposes of this Agreement,

   a. the reciprocal fishing area of the United States of America shall be the fishing zone established in 1966 south of 63° north latitude;

   b. the reciprocal fishing area of Canada shall be as follows:

      (i) in those "Areas" listed in Order-in-Council P.C. 1967-2025 and Order-in-Council P.C. 1969-1109, issued by the Government of Canada on November 8, 1967, and June 11, 1969, respectively, those waters extending 9 miles seaward of the territorial sea of Canada as it existed in 1966;

(ii) in those areas not listed in the Orders-in-Council cited above, those waters south of 63° north latitude which are contiguous to and extend from three to twelve miles from the coast of Canada, with the exception of bays where they cease to exceed 24 miles in breadth.

Nothing in this Agreement shall affect waters other than those referred to in this paragraph.

2. Nationals and vessels of each country may continue to fish within the reciprocal fishing area of the other country, except that there shall be no such fishing for the following:

a. any species of clam, scallop, crab, shrimp, lobster or herring;

b. any salmon other than salmon taken by trolling off the Pacific coasts of the United States and Canada west of a line joining Bonilla Point and Tatoosh Island; north of a line projected due west from Carroll Island (latitude 48° 00.3' North, longitude 124° 43.3' West) and south of a line projected from Bonilla Point to the intersection of the outer limits of the reciprocal fishing areas of the United States and Canada (latitude 48° 29.7' North, longitude 125° 00.7' West);

c. any black cod other than:

(i) a catch not to exceed 30,000 pounds annually taken by longline or pot gear off the west coast of Alaska between lines projected southwest (225° true) from Cape Ommaney and Cape Bingham respectively during the open seasons specified for fishing for black cod in the adjacent territorial sea; and

(ii) a catch not to exceed 15,000 pounds off the west coast of Vancouver Island between lines projected southwest (225° true) from Estevan Point and Cape Scott respectively;

d. any tuna other than a catch not to exceed 500 tons annually taken south and west of a line projected due east from Chatham Light on Cape Cod. Not more than two Canadian vessels exceeding 150 feet in overall length may take tuna within the area described, and only at such times and in the same general area as that in which United States tuna vessels exceeding 150 feet in overall length are fishing.

Subject to its domestic legislation, each Government will continue to permit transfers of herring between nationals and vessels of the two countries within the reciprocal fishing areas. The Governments agree that the principal purpose of this provision is to enable the continuation of transfers of herring intended for purposes other than reduction.

3. Nationals and vessels of either country will not initiate fisheries within the reciprocal fishing area of the other country for species which are fully utilized by fishermen of the latter country. If fishermen of either country wish to initiate a fishery within any part of the reciprocal fishing area of the other country for species not fully utilized, their Government will first consult with the other Government and reach an understanding concerning conditions for such a fishery.

4. Regulations established by one country pertaining to the taking or possession of fish within its reciprocal fishing area shall apply equally to the nationals and vessels of both countries operating within such area; in areas of the reciprocal fishing area of Canada in which Canadian domestic regulation at present prohibits trawl fishing by vessels exceeding 65 feet in length, such fishing by United States vessels exceeding 65 feet is also prohibited. These regulations shall be enforced by the Government which issued them. Should either Government consider it necessary to alter such fishery regulations, that Government shall notify the other Government of such proposed changes 60 days in advance of their application. Should such changes in fishery regulations require major changes in fishing gear, an adequate period of time, up to one year, will be afforded the nationals and vessels of the other country to adapt to such changes prior to their application.

5. The two Governments recognize the desirability of co-ordinating their regulations for certain salmon fisheries and agree as follows:

a. the appropriate fishery management authorities of the two countries shall consult frequently with a view to co-ordinating the regulatory measures to be applied by them to the fisheries for coho and chum salmon in British Columbia Statistical Area 20 and Statistical Areas 1 and 2 of the Washington State Department of Fisheries;

b. with respect to the chinook salmon fishery in the portion of Washington State Statistical Area 1 bounded on the north by the international boundary, on the east by the low-water line bordering the western and southern shores of Point Roberts peninsula, on the south by a line projected from Lily Point to Georgina Point on Mayne Island between Lily Point and its point of intersection with the boundary line, and on the west by the international boundary and, with respect to the chinook salmon fishery in British Columbia Statistical

Area 29, the appropriate fisheries officials of the two countries shall consult for the purpose of co-ordinating regulations regarding the open fishing days for the two specified areas. The Canadian officials, when designating the open fishing days for the specified Canadian area, shall give appropriate weight to the needs and interests expressed by the United States officials. The United States officials shall, to the extent consistent with the needs of the United States fishery, designate the same open fishing days for the specified United States area as are designated for the specified Canadian area and shall, in any case, designate the same number of open fishing days as designated for the specified Canadian area;

c. with respect to the chum salmon fishery in the section of Washington State Statistical Area 1 westward of Point Roberts peninsula, bounded on the north by the international boundary, on the east by the low-water line of Point Roberts peninsula, and by a line projected from Iverson Dock (Point Roberts) to Turning Point No. 1 of the boundary line in latitude 49° 00' 08.87" North and longitude 123° 19' 17.18" West, and with respect to the chum salmon fishery in British Columbia Statistical Area 29, the appropriate fisheries officials of the two countries shall consult for the purpose of co-ordinating regulations regarding the open fishing days for the two specified areas. The following provisions shall be applicable from a date agreed by the appropriate fisheries officials of the two countries, which date shall be no earlier than the fifth and no later than the fifteenth of October:

(i) the Canadian officials, when designating the open fishing days for the specified Canadian area, shall give appropriate weight to the needs and interests expressed by the United States officials;

(ii) the United States officials shall designate the same open fishing days for the specific United States area as are set for the specified Canadian area.

6. The two Governments recognize the importance of maintaining the fishery resources in their reciprocal fishing areas at appropriate levels. Both Governments agree to continue and expand co-operation in both national and joint research programs on species of common interest off their coasts. The appropriate agencies of the two Governments will arrange for exchanges and periodic joint reviews of scientific information.

7. Nothing in this Agreement shall prejudice the claims or views of either of the parties concerning internal waters, territorial waters, or jurisdiction over fisheries or the resources of the continental shelf; further, nothing in this Agreement shall affect either bilateral or multilateral agreements to which either Government is a party.

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8. This Agreement shall enter into force on June 16 , 1973, and shall remain in force until April 24, 1974. Representatives of the two Governments shall consult prior to expiration of the period of validity of this Agreement with a view to possible amendment and/or extension. However, if the Government of Canada gives notice to the Government of the United States of America of intent to extend its surflines off the west coast of Vancouver Island, and/or extends the troll season for salmon off the west coast of Vancouver Island, the Government of the United States of America may give notice of termination of the Agreement, which termination shall take effect 60 days after the giving of such notice.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU CANADA RELATIVEMENT AUX PRIVILEGES RECIPROQUES DE PECHE DANS CERTAINES REGIONS SISES AU LARGE DE LEURS COTES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

CONSIDERANT que les deux Gouvernements ont établi des zones exclusives de pêche,

RECONNAISSANT que les pêcheurs des deux pays ont traditionnellement pêché les mêmes espèces dans certains secteurs qui font maintenant partie des zones exclusives de pêche,

ESTIMANT qu'il est souhaitable d'arrêter les conditions auxquelles les ressortissants et les navires de l'un ou de l'autre pays peuvent se livrer, sur une base de réciprocité, à des activités de pêche commerciale dans certaines régions sises au large de leurs côtes, et

TENANT compte de l'intérêt que porte chacun des deux pays à la conservation et à l'exploitation rationnelle de certaines ressources marines biologiques au large des côtes de l'un et de l'autre,

Sont convenus de ce qui suit:

1. Pour les fins du présent Accord,

a. la région de pêche des Etats-Unis d'Amérique soumise au régime de réciprocité sera la zone de pêche établie en 1966 au sud du 63e degré de latitude nord;

b. la région de pêche du Canada soumise au régime de réciprocité sera la suivante:

(i) dans les "régions énumérées dans le décret du conseil C.P. 1967-2025 et le décret du conseil C.P. 1969-1109 rendus par le Gouvernement du Canada les 8 novembre 1967 et 11 juin 1969, les eaux qui s'étendent jusqu'à neuf milles au large de la mer territoriale du Canada telle qu'elle existait en 1966;

(ii) dans les régions non énumérées dans les décrets du conseil susmentionnés, les eaux sises au sud du 63° degré de latitude nord qui longent le littoral du Canada et s'étendent sur une distance de trois à douze milles de ce littoral, à l'exception des eaux des baies là où leur largeur n'excède pas 24 milles.

Rien dans le présent Accord ne vise les eaux autres que celles dont il est question dans le présent alinéa.

2. Les ressortissants et les navires de l'un ou l'autre des deux pays peuvent continuer de faire la pêche dans la région de pêche de l'autre pays soumise au régime de réciprocité, mais il leur est interdit de pêcher

a. quelque espèce que ce soit de clams, de pétoncles, de crabes, de crevettes, de homards ou de harengs;

b. du saumon autre que le saumon pris à la ligne traînante au large des côtes du Pacifique des Etats-Unis et du Canada à l'ouest d'une ligne tirée de la pointe Bonilla à l'île Tatoosh; au nord d'une ligne tirée droit vers l'ouest à partir de l'île Carroll (48°00.3' de latitude nord et 124°43.3' de longitude ouest) et au sud d'une ligne tirée de la pointe Bonilla à l'intersection des limites externes des régions de pêche des Etats-Unis et du Canada soumises au régime de réciprocité (48°29.7' de latitude nord et 125°00.7' de longitude ouest);

c. de la morue charbonnière autre que:

(i) une prise ne dépassant pas 30,000 livres par année pêchée à la palangre ou aux engins de pêche à sac au large de la côte ouest de l'Alaska entre des lignes tirées vers le sud-ouest (225° géographique) du cap Ommaney et du cap Bingham respectivement durant les saisons où la pêche à la morue charbonnière est ouverte dans la mer territoriale adjacente; et

(ii) une prise ne dépassant pas 15,000 livres au large de la côte ouest de l'île de Vancouver entre des lignes tirées vers le sud-ouest (225° géographique) de la pointe Estevan et du cap Scott respectivement;

d. du thon autre qu'une prise ne dépassant pas 500 tonnes par année pêchée au sud et à l'ouest d'une ligne tirée droit vers l'est du phare Chatham sur le Cap Cod. Pas plus de deux navires canadiens de plus de 150 pieds hors tout peuvent pêcher le thon dans la région précitée, et seulement aux moments et dans le même secteur que ceux où les thoniers des Etats-Unis de plus de 150 pieds hors tout pratiquent la pêche.

Sous réserve de ses lois nationales, chacun des deux Gouvernements continuera de permettre le transbordement de harengs entre ressortissants et navires des deux pays dans les régions de pêche soumises au régime de réciprocité. Les Gouvernements sont convenus que l'objet principal de cette disposition est de permettre la continuation des transbordements de harengs destinés à d'autres fins que la réduction.

3. Les ressortissants et les navires de l'un ou l'autre pays n'établiront aucune nouvelle pêche dans la région de pêche soumise au régime de réciprocité de l'autre pays relativement à des espèces que les pêcheurs de ce dernier utilisent à fond. Si des pêcheurs de l'un ou l'autre pays désirent établir une pêche dans une partie quelconque de la région de pêche soumise au régime de réciprocité de l'autre pays relativement à des espèces non utilisées à fond, leur Gouvernement doit d'abord entrer en consultation avec l'autre Gouvernement et en venir à une entente quant aux conditions qui doivent régir une telle pêche.

4. Les règlements édictés par un pays et régissant la prise ou la possession de poisson dans sa propre région de pêche soumise au régime de réciprocité s'appliqueront avec une égale rigueur aux ressortissants et navires des deux pays engagés dans de telles activités dans cette région; dans les secteurs de la région de pêche canadienne soumise au régime de réciprocité dans lesquels les règlements nationaux du Canada interdisent actuellement la pêche au chalutier de plus de 65 pieds, cette pêche par des navires des Etats-Unis de plus de 65 pieds est également interdite. Le Gouvernement qui aura édicté ces règlements en assurera l'application. Si l'un ou l'autre Gouvernement estime nécessaire de modifier ces règlements sur les pêches, il devra donner avis à l'autre Gouvernement de ses projets de modification 60 jours avant leur mise en application. Si les changements aux règlements sur les pêches nécessitent des modifications d'importance aux engins de pêche, on accordera un délai suffisant, jusqu'à un an, aux nationaux et aux navires de l'autre pays pour qu'ils puissent adapter leurs méthodes aux nouvelles exigences avant leur mise en vigueur.

5. Les deux Gouvernements reconnaissent qu'il est souhaitable de coordonner leurs règlements à l'égard de certaines pêches au saumon et conviennent de ce qui suit:

a. les autorités appropriées de la gestion des pêches des deux pays se consulteront fréquemment en vue de coordonner les mesures de réglementation qu'elles appliqueront à la pêche du saumon coho et du saumon-chien dans la zone statistique 20 de la Colombie-Britannique et dans les zones statistiques 1 et 2 du ministère des Pêcheries de l'Etat de Washington;

b. à l'égard de la pêche au saumon quinnat dans la partie de la zone statistique 1 de l'Etat de Washington délimitée au nord par la frontière internationale, à l'est par la laisse de basse-mer des rivages sud et ouest de la péninsule de Point Roberts, au sud par une ligne tirée de la pointe Lily à la pointe Georgina sur l'île Mayne entre la pointe Lily et le point d'intersection de cette ligne et de la frontière et, à l'ouest par la frontière internationale, et, à l'égard de la pêche au saumon quinnat dans la zone statistique 29, de la Colombie-Britannique, les autorités appropriées des pêcheries des deux pays se consulteront dans le but de coordonner les règlements concernant les journées de pêche libre dans les zones précitées. Les autorités canadiennes, lorsqu'elles désigneront les journées de pêche libre dans la zone canadienne précitée, tiendront dûment compte des besoins et des intérêts exprimés par les autorités des Etats-Unis. Dans la mesure où ce sera compatible avec les besoins des pêches des Etats-Unis, les autorités des Etats-Unis désigneront, pour la zone de pêche des Etats-Unis précitée, les mêmes journées de pêche libre que celles qui ont été désignées pour la zone canadienne précitée et désigneront, de toute manière, le même nombre de journées de pêche libre que le nombre désigné pour la zone de pêche canadienne précitée;

c. à l'égard de la pêche au saumon-chien dans le secteur de la zone statistique 1 de l'Etat de Washington à l'ouest de la péninsule de Point Roberts, délimitée au nord par la frontière internationale, à l'est par la laisse de basse-mer sur le rivage de la péninsule de Point Roberts et par une ligne tirée de Iverson Dock (Point Roberts) au Point n° 1 de la frontière à 49°00'08.87" de latitude nord et 123°19'17.18" de longitude ouest, et, à l'égard de la pêche au saumon-chien dans la zone statistique 29 de la Colombie-Britannique, les autorités appropriées des pêcheries des deux pays se consulteront dans le but de coordonner les règlements concernant les journées de pêche libre dans les deux zones précitées. Les dispositions suivantes entreront en vigueur à compter d'une date convenue par les autorités appropriées des pêcheries des deux pays, mais pas avant le cinquième jour et pas après le quinzième jour d'octobre:

(i) les autorités canadiennes, lorsqu'elles désigneront les journées de pêche libre dans la zone canadienne précitée, tiendront dûment compte des besoins et des intérêts exprimés par les autorités des Etats-Unis;

(ii) les autorités des Etats-Unis désigneront les mêmes journées de pêche libre pour la zone des Etats-Unis précitée que celles qui seront désignées pour la zone canadienne précitée.

6. Les deux Gouvernements reconnaissent l'importance de conserver à des niveaux appropriés les ressources des pêches de leurs propres régions de pêche soumises au régime de réciprocité. Les deux Gouvernements sont convenus de continuer et d'accroître leur collaboration dans le cadre des programmes tant nationaux que conjoints de recherche au large de leurs côtes sur les espèces de poisson qui ont pour eux un intérêt commun. Les organismes compétents des deux Gouvernements prendront des dispositions en vue d'échanges et de révisions périodiques communes des données scientifiques.

7. Rien dans le présent Accord ne doit porter préjudice aux prétentions ou points de vue de l'une ou de l'autre partie concernant les eaux intérieures, les eaux territoriales ou la juridiction en matière de pêches ou de ressources du plateau continental; rien non plus dans le présent Accord ne doit porter atteinte aux accords bilatéraux ou multilatéraux auxquels l'un ou l'autre Gouvernement est partie.

8. Le présent Accord entrera en vigueur le 16 juin 1973 et le demeurera jusqu'au 24 avril 1974. Les fondés de pouvoir des deux Gouvernements se consulteront avant l'expiration de la période de validité du présent Accord en vue de le modifier et/ou de le proroger. Toutefois, si le Gouvernement du Canada avise le Gouvernement des Etats-Unis qu'il a l'intention d'étendre sa zone des brisants au large de la côte ouest de l'île de Vancouver et/ou étend la saison de la pêche au saumon à la ligne traînante au large de la côte ouest de l'île de Vancouver, le Gouvernement des Etats-Unis d'Amérique peut lui signifier au moyen d'un avis, la résiliation de l'Accord, laquelle entrera en vigueur 60 jours après qu'un tel avis aura été donné.

IN WITNESS WHEREOF the respective representatives have signed this Agreement.

DONE in two copies at Ottawa this 15th day of June 1973, in the English and French languages, each language version being equally authentic.

EN FOI DE QUOI les fondés de pouvoir respectifs ont signé le présent Accord.

FAIT en double exemplaires à Ottawa le 15ième jour de juin 1973, en français et en anglais, les deux versions faisant également foi.

[1]

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

[2]

For the Government of Canada
Pour le Gouvernement du Canada

[1] Adolph W Schmidt
[2] K. C. Lucas

SUDAN

Military Assistance: Deposits Under Foreign Assistance Act of 1971

Agreement effected by exchange of notes Dated at Khartoum April 27 and May 24, 1973; Entered into force May 24, 1973.

The American Embassy to the Sudanese Ministry of Foreign Affairs

No. 60

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of the Democratic Republic of the Sudan and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in Sudanese pounds of ten percent of the value of grant military assistance provided by the United States to the Government of Sudan.

In accordance with that provision, it is proposed that the Government of Sudan will deposit in an account to be specified by the United States Government an amount equal to ten percent of each grant in Sudanese pounds of military assistance to the Government of the Sudan. Deposits shall be at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States Dollars are sold by authorized dealers in the Sudan for Sudanese pounds on the date deposits are made. The Government of Sudan will be notified quarterly of grant military assistance and the value thereof. Deposits to the account of the United States Government will be due and payable upon request of the United States Government, which request shall be made, if at all, within one year following the aforesaid notification.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Sudanese pounds, including but not limited to all costs relating to the financing of international educational and cultural exchange activi-

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[1] 86 Stat. 26; 22 U.S.C. § 2321(g).

ties under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.[1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Sudan, shall, together with this note, constitute an agreement between our Governments on this subject effective from the date of the Ministry's reply.

EMBASSY OF THE UNITED STATES OF AMERICA,
KHARTOUM, *April 27, 1973*

The Sudanese Ministry of Foreign Affairs to the American Embassy

THE DEMOCRATIC REPUBLIC OF THE SUDAN

MINISTRY OF FOREIGN AFFAIRS,
P.O. BOX 873,
KHARTOUM,
SUDAN.

Ref. No./MFA/5.2. 24th. May, 1973

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's note No. 60 dated 27th. April, 1973 which reads quote:—

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Democratic Republic of the Sudan and has the honour to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, which includes a provision requiring payment to the United States Government in Sudanese pounds of ten percent of the value of grant military assistance provided by the United States to the Government of the Sudan.

In accordance with that provision, it is proposed that the Government of Sudan will deposit in an account to be specified by the United States Government an amount equal to ten percent of each grant in Sudanese pounds of Military assistance to the Government of the Sudan. Deposits shall be at a rate of exchange which is not less favourable to the United States than the best legal rate at which United States dollars are sold by authorized dealers in the Sudan for Sudanese pounds on the date deposits are made. The Government of Sudan will be notified quarterly of grant military assistance

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

and the value thereof. Deposits to the account of the United States Government will be due and payable upon request of the United States Government, which request shall be made, if at all, within one year following the aforesaid notification.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in Sudanese pounds, including but not limited to all costs relating to the financing International Educational and Cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Sudan, shall, together with this note, constitute an agreement between our Governments on this subject effective from the date of the Ministry's reply." Unquote:

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan confirms vide this note its acceptance of the contents of the abovementioned note thus constituting an agreement between the two Governments.

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

[SEAL]

To: THE EMBASSY OF THE UNITED STATES OF AMERICA,
KHARTOUM.

CANADA

Tracking Station

Arrangement supplementing the agreement of December 20, 1971 and February 23, 1972. Effected by exchange of notes Dated at Ottawa March 14, April 11 and June 5, 1973; Entered into force June 5, 1973.

The American Embassy to the Canadian Department of External Affairs

No. 43

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Embassy's Note No. 197 of December 20, 1971 and the Department's reply, Note No. ECS-27 of February 23, 1972, [1] agreeing to the establishment of a temporary space tracking facility in Newfoundland in connection with Project Skylab. Paragraph 15 of the Annex to the Embassy's Note provides for supplementary arrangements to implement the agreement.

Following discussions between representatives of the Embassy and the Department, the following is suggested as a supplementary arrangement:

A. In order to provide a search and rescue capability in the area off the coast of Canada and the northern United States in the event of a Skylab launch abort, the National Aeronautics and Space Administration will station at Gander International Airport an air-sea rescue team which will work in coordination with the tracking facility at St. John's, Newfoundland and other National Aeronautics and Space Administration facilities controlling and monitoring the launch.

B. United States Air Force personnel and equipment will be utilized for this purpose but the team will be under the direction and operational control of the National Aeronautics and Space Administration during the mission.

C. Operational arrangements will be made directly between the air-sea rescue team commander and the authorities of the Ministry of

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[1] TIAS 7281; 23 UST 122.

Transportation as well as appropriate Canadian authorities at Gander International Airport.

If the Department concurs, the Embassy proposes that this Note, and the Department's reply, shall constitute agreement to this supplementary arrangement.

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

WMJ

EMBASSY OF THE UNITED STATES OF AMERICA,
OTTAWA, *March 14, 1973.*

The Canadian Department of External Affairs to the American Embassy

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

ECS-481

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge with thanks receipt of the Embassy's Note No. 43 of March 14, 1973 suggesting a supplementary arrangement to the EXCHANGE OF NOTES of December 20, 1971, and February 23, 1972 constituting an agreement concerning the establishment of a temporary space tracking facility in Newfoundland in connection with Project Skylab.

The Department of External Affairs wishes to inform the Embassy of the United States of America that the Department concurs with the proposed supplementary arrangement set out in sub-paragraph A and B. Sub-paragraph C is in principle acceptable but the Department wishes to propose that it be amended to read as follows:

"C. Operational arrangements will be made directly between the air-sea rescue team commander and appropriate Canadian authorities of the Ministry of Transport at Gander International Airport".

If the Embassy of the United States of America is in agreement with this amendment to sub-paragraph C, the Department of External Affairs agrees that the Embassy's Note No. 43 of March 14, 1973 and this reply shall constitute a supplementary arrangement under paragraph 15 of the Annex to the Embassy's Note No. 197 of December 20, 1971.

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

OTTAWA, ONTARIO
11 April, 1973

The American Embassy to the Canadian Department of External Affairs

No. 105

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Embassy's Note No. 43 of March 14, 1973 and the Department's reply, Note ECS–481 of April 11, 1973 regarding a supplementary arrangement to the Agreement between the United States of America and Canada for the establishment of a temporary space tracking facility in Newfoundland in connection with Project Skylab.

The Embassy of the United States of America wishes to inform the Department of External Affairs that the Embassy concurs with the proposal by the Department that subparagraph C of the proposed supplementary arrangement set out in the Embassy's note be amended to read as follows:

C. Operational arrangements will be made directly between the air-sea rescue team commander and appropriate Canadian authorities of the Ministry of Transport at Gander International Airport.

The Embassy of the United States of America will consider that the Embassy's Note No. 43 of March 14, 1973, the Note ECS–481 of April 11, 1973 from the Department of External Affairs and the present note shall constitute a supplementary arrangement under paragraph 15 of the Annex to the Embassy's Note No. 197 of December 20, 1971.

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

E M B

EMBASSY OF THE UNITED STATES OF AMERICA,
OTTAWA, *June 5, 1973.*

MULTILATERAL

North Atlantic Ocean Stations

Protocol amending the agreement of February 25, 1954, as amended.
Opened for signature at Montreal December 1, 1972.
Entered into force June 1, 1973.

PROTOCOL

TO AMEND THE AGREEMENT ON NORTH ATLANTIC OCEAN STATIONS SIGNED AT PARIS ON 25 FEBRUARY 1954 AS AMENDED BY THE PROTOCOL SIGNED AT LONDON ON 13 MAY 1970

THE UNDERSIGNED GOVERNMENTS

CONSIDERING that it is desirable to amend the Agreement on North Atlantic Ocean Stations signed at Paris on 25 February 1954 as amended by the Protocol signed at London on 13 May 1970, [1]

HAVE AGREED as follows:

ARTICLE 1

In Article I of the said Agreement, in paragraph 1—

with effect from 1 July 1973, delete the reference to Station "E", including Location (i.e. 35°00′ N 48°00′ W), Government Responsible (i.e. United States), Number of vessels to be operated (i.e. 2½).

On the map in Annex I to the said Agreement—

with effect from 1 July 1973, delete all references to Station "E"

ARTICLE 2

In Article I of the said Agreement, in paragraph 1—

with effect from 1 July 1974, delete the reference to Station "A", including Location (i.e. 62°00′ N 33°00′ W), and change the number of vessels to be operated by Norway/Sweden from 2 to 1.

In Article I of the said Agreement, in paragraph 2—

with effect from 1 July 1974, delete the reference to Station "A"

On the map in Annex I to the said Agreement—

with effect from 1 July 1974, delete all references to Station "A"

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[1] TIAS 3186, 5283, 6812, 7163, 6 UST 515, 14 UST 133, 20 UST 4137, 22 UST 1476.

ARTICLE 3

1. This Protocol shall be open for signature by the Governments which are parties to the said Agreement, and shall come into force on 1 June 1973, provided it has been signed by a majority of the Contracting Governments, including those responsible in the aggregate for the operation or financing as at 1 July 1972 of at least 17 vessels under this Agreement.
2. Any Government which accedes to the Agreement on or after 1 June 1973 shall at the same time sign this Protocol.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have affixed their signature on behalf of their respective Governments.

THIS PROTOCOL shall remain open for signature in Montreal, at the Headquarters of the International Civil Aviation Organization, from 1 December 1972, in the English, French and Spanish languages (all three texts being equally authoritative), in a single original which shall be deposited in the Archives of the International Civil Aviation Organization. Certified copies thereof shall, after 1 June 1973, be transmitted by the Secretary General of the Organization to all Governments concerned.

PROTOCOLE

PORTANT AMENDEMENT DE L'ACCORD SUR LES STATIONS OCÉANIQUES DE L'ATLANTIQUE DU NORD, SIGNÉ À PARIS LE 25 FÉVRIER 1954, AMENDÉ PAR LE PROTOCOLE SIGNÉ À LONDRES LE 13 MAI 1970

LES GOUVERNEMENTS SOUSSIGNÉS

CONSIDÉRANT qu'il est souhaitable d'amender l'Accord sur les Stations océaniques de l'Atlantique du Nord, signé à Paris le 25 février 1954, amendé par le Protocole signé à Londres le 13 mai 1970,

SONT CONVENUS de ce qui suit:

ARTICLE 1er

À l'Article I dudit Accord, au paragraphe 1—

à compter de 1er juillet 1973, supprimer la mention de la Station E, y compris l'emplacement (35°00′ N 48°00′ W), le Gouvernement responsable (États-Unis) et le nombre de navires à exploiter 2½).

Sur la carte figurant à l'Annexe I audit Accord—

à compter du 1er juillet 1973, supprimer toute mention de la Station E.

ARTICLE 2

À l'Article I dudit Accord, au paragraphe 1—

à compter du 1er juillet 1974, supprimer la mention de la Station A, y compris l'emplacement (62°00′ N 33°00′ W) et ramener de 2 à 1 le nombre de navires qu'auront à exploiter la Norvège et la Suède.

À l'Article I dudit Accord, au paragraphe 2—

à compter du 1er juillet 1974, supprimer la mention de la Station A.

Sur la Carte figurant à l'Annexe I audit Accord—

à compter du 1er juillet 1974, supprimer toute mention de la Station A.

ARTICLE 3

1. Le présent Protocole est ouvert à la signature des gouvernements parties audit Accord et il entrera en vigueur le 1er juin 1973, à condition d'avoir été signé par la majorité des gouvernements contractants, y compris les gouvernements responsables ensemble de l'exploitation ou du financement d'au moins 17 navires, aux termes du présent Accord, à la date du 1er juillet 1972.
2. Tout gouvernement qui adhérera à l'Accord le 1er juin 1973 ou à une date ultérieure signera en même temps le présent Protocole.

EN FOI DE QUOI, les soussignés, dûment autorisés, ont apposé leur signature ci-après au nom de leurs gouvernements respectifs.

LE PRÉSENT PROTOCOLE restera ouvert à la signature à Montréal, au siège de l'Organisation de l'Aviation civile internationale, à partir du 1er décembre 1972, dans les langues française, anglaise et espagnole (chaque texte faisant également foi), en un seul exemplaire original qui sera déposé dans les archives de l'Organisation de l'Aviation civile internationale. Après le 1er juin 1973, des copies certifiées conformes seront envoyées par le Secrétaire général de l'Organisation à tous les gouvernements intéressés.

PROTOCOLO

PARA ENMENDAR EL ACUERDO RELATIVO A LAS ESTACIONES OCEÁNICAS EN EL ATLÁNTICO SEPTENTRIONAL, FIRMADO EN PARÍS EL 25 DE FEBRERO DE 1954, Y MODIFICADO POR EL PROTOCOLO FIRMADO EN LONDRES EL 13 DE MAYO DE 1970

LOS GOBIERNOS QUE SUSCRIBEN

CONSIDERANDO que es conveniente enmendar el Acuerdo relativo a las estaciones oceánicas en el Atlántico septentrional, firmado en

París el 25 de febrero de 1954, y modificado por el Protocolo firmado en Londres el 13 de mayo de 1970,

HAN ACORDADO lo siguiente:

ARTÍCULO 1

En el párrafo 1 del Artículo I de dicho Acuerdo—

suprímase, con efecto a partir del 1° de julio de 1973, la referencia a la Estación "E", comprendida la situación (es decir, 35°00′ N 48°00′ W), el Gobierno encargado de ella (es decir, Estados Unidos) y el número de barcos asignados a la misma (es decir, 2½).

En el mapa que figura en el Anexo I de dicho Acuerdo—

suprímase, con efecto a partir del 1° de julio de 1973, todas las referencias a la Estación "E".

ARTÍCULO 2

En el párrafo 1 del Artículo I de dicho Acuerdo—

suprímase, con efecto a partir del 1° de julio de 1974, la referencia a la Estación "A", comprendida la situación (es decir, 62°00′ N 33°00′ W), e indíquese que el número de barcos explotados por Noruega y Suecia será de 1 en vez de 2.

En el párrafo 2 del Artículo I de dicho Acuerdo—

suprímase, con efecto a partir del 1° de julio de 1974, la referencia a la Estación "A".

En el mapa que figura en el Anexo I del citado Acuerdo—

suprímase, con efecto a partir del 1° de julio de 1974, todas las referencias a la Estación "A".

ARTÍCULO 3

1. Este Protocolo estará abierto a la firma de los Gobiernos que son partes en dicho Acuerdo y entrará en vigor el 1° de junio de 1973, a condición de que lo haya firmado la mayoría de los Gobiernos contratantes, incluso los que estén encargados de la explotación o financiamiento al 1° de julio de 1972 del mínimo de 17 barcos estipulados en el Acuerdo.
2. Todo Gobierno que se adhiera al Acuerdo el 1° de junio de 1973 o después de esa fecha, deberá firmar a la vez este Protocolo.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados, firman en nombre de sus respectivos Gobiernos.

ESTE PROTOCOLO quedará abierto a la firma en la Sede de la Organización de Aviación Civil Internacional, de Montreal, a partir del 1° de diciembre de 1972, en español, francés e inglés (teniendo los tres textos la misma autenticidad), en un solo ejemplar que se depositará en los archivos de la Organización de Aviación Civil Internacional.

30-236 O - 75 - 34

Después del 1° de junio de 1973, el Secretario General de la Organización enviará copias certificadas del mismo a todos los Gobiernos participantes.

Australia
Australie
Australia

Belgium
Belgique
Bélgica

Canada
Canada
Canadá

Denmark
Danemark
Dinamarca

France
France
Francia

Germany, Federal Republic of
Allemagne, République fédérale d'
Alemania, República Federal de

Greece
Grèce
Grecia

Ireland
Irlande
Irlanda

Italy
Italie
Italia

Japan
Japon
Japón

Netherlands, Kingdom of the
Pays-Bas, Royaume des
Países Bajos, Reino de los

Norway
Norvège
Noruega

Pakistan
Pakistan
Pakistán

Sweden
Suède
Suecia

Switzerland
Suisse
Suiza

United Kingdom of Great Britain
and Northern Ireland
Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord
Reino Unido de Gran Bretaña
e Irlanda del Norte

United States of America
Etats-Unis d'Amérique
Estados Unidos de América

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*

[SEAL]

PHILIPPINES

Defense: Relinquishment of Certain Land at United States Naval Communications Station, San Miguel

Agreement effected by exchange of notes Dated at Manila June 4 and 7, 1973; Entered into force June 7, 1973.

The American Embassy to the Philippine Department of Foreign Affairs

No. 390

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. 73-426 of February 13, 1973. [1] In its Note the Department informed the Embassy that the National Power Corporation would like to construct an electrical substation in San Antonio, Zambales on a 4,000-square meter site located within the United States Naval Communications Station, San Miguel. The Department asked that sympathetic consideration be given to the need for relinquishment by the United States of the 4,000-meter site so that this important project could be implemented. The Embassy is pleased to inform the Department that necessary technical studies of possible interference effects of the proposed power sub-station on communications operations at the United States Naval Station have been completed, and that these studies indicate that operation of the power sub-station and communications operations will be compatible, provided transmission lines are constructed a certain minimum distance from antenna structures. In order to achieve requisite technical compatibility, the Embassy proposes that National Power Corporation experts and United States Navy experts consult with one another on the routing of transmission lines.

Subject to such consultation and agreement, the United States Government agrees to relinquish the 4,000 square meters of United States Naval Communications Station, San Miguel in question and proposes further that the Metes and Bounds Committee of the United States-Philippine Mutual Defense Board amend its description of the Naval Station accordingly. If the foregoing is acceptable to the Government

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[1] Not printed.

of the Republic of the Philippines, the Embassy has the honor to propose that this note and the Department's reply indicating concurrence shall constitute an agreement between the two Governments on this matter.

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

W C H

EMBASSY OF THE UNITED STATES OF AMERICA,
MANILA, *June 4, 1973.*

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIKA NG PILIPINAS
KAGAWARAN NG SULIRANING PANLABAS
MAYNILA

No. 73-1610

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. 390 dated 4 June 1973, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of the Philippines and has the honor to refer to the Department's Note No. 73-426 of February 13, 1973. In its Note the Department informed the Embassy that the National Power Corporation would like to construct an electrical sub-station in San Antonio, Zambales on a 4,000-square meter site located within the United States Naval Communications Station, San Miguel. The Department asked that sympathetic consideration be given to the need for relinquishment by the United States of the 4,000-meter site so that this important project could be implemented. The Embassy is pleased to inform the Department that necessary technical studies of possible interference effects of the proposed power sub-station on communications operations at the United States Naval Station have been completed, and that these studies indicate that operation of the power sub-station and communications operations will be compatible, provided transmission lines are constructed a certain minimum distance from antenna structures. In order to achieve requisite technical compatibility, the Embassy proposes that National Power Corporation experts and United States Navy experts consult with one another on the routing of transmission lines.

"Subject to such consultation and agreement, the United States Government agrees to relinquish the 4,000 square meters of United States Naval Communications Station, San Miguel in question and proposes further that the Metes and Bounds Committee of the United States-Philippine Mutual Defense Board amend its description of the Naval Station accordingly. If the foregoing is acceptable to the Government of the Republic of the Philippines, the Embassy has the honor to propose that this note and the Department's reply indicating concurrence shall constitute an agreement between the two Governments on this matter.

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

The Department wishes to inform the Embassy that the above-mentioned note is acceptable to the Philippine Government and that said note and this reply constitute an agreement between the two Governments effective on the date of this note.

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

MANILA, *7 June 1973*

SWITZERLAND

Social Security

Agreement effected by exchange of notes
Dated at Bern June 27, 1968;
Entered into force June 27, 1968.

The American Ambassador to the Swiss Chief of the Federal Political Department

No. 150

The Ambassador of the United States of America presents his compliments to His Excellency the Chief of the Federal Political Department of Switzerland and has the honor to refer to the consultations which have recently taken place between representatives of the Embassy on the one hand and of the Federal Political Department and of the Federal Department of the Interior on the other hand, concerning reciprocity in payment of certain Social Security benefits.

The aforementioned consultations have resulted in the following agreement between the Government of the United States and the Government of Switzerland which will become effective on July 1, 1968.

With respect to the payment of benefits authorized by Articles 28 through 38, of the Swiss Federal Law on Invalidity Insurance, and by Articles 21 through 41 of the Swiss Federal Law on Old-Age and Survivors Insurance, the Government of Switzerland agrees that the limitations in Article 6, Paragraph 2, of the said Federal Law on Invalidity Insurance, and Article 18, Paragraph 2 of the said Federal Law on Old-Age and Survivors Insurance do not apply to otherwise qualified citizens and nationals of the United States who have contributed for a total of five or more years. On the other hand, those citizens and nationals who have paid their contributions to the abovementioned insurances during more than one year but less than five years shall obtain, upon application, the reimbursement of those payments, in application of the Federal Council's Ordinance of March 14, 1952, on the reimbursement of the contributions made by aliens and stateless persons to the Old Age and Survivors Insurance. On its part, the Government of the United States agrees that the social insurance system of Switzerland meets the conditions of Section 202(t)(2) of the

United States Social Security Act (42 USC 402(t)(2)) and consequently comparable benefits authorized in Section 202(a) through 202(i) inclusive and Section 223(a) of the United States Social Security Act (42 USC 402(a) through 402(i) and 423(a)) may be paid to otherwise qualified Swiss citizens without regard to the limitations of Section 202(t)(1) of the United States Social Security Act (42 USC 402(t)(1)).

The present agreement is valid for a period of one year, renewable by tacit agreement from year to year, unless abrogated by legislation of either party. Notice shall be given of its denunciation as soon as possible, but in no case must the notice be given more than three months before its expiration date.

EMBASSY OF THE UNITED STATES OF AMERICA,
BERN, *June 27, 1968.*

The Swiss Federal Political Department to the American Embassy

DÉPARTEMENT POLITIQUE FÉDÉRAL

S.B. 31.31.Am. 0.1.

The Federal Political Department has the honour to acknowledge reception of the note of the Embassy of the United States of America of this day the contents of which are as follows:

"The Ambassador of the United States of America presents his compliments to His Excellency the Chief of the Federal Political Department of Switzerland and has the honor to refer to the consultations which have recently taken place between representatives of the Embassy on the one hand and of the Federal Political Department and of the Federal Department of the Interior on the other hand, concerning reciprocity in payment of certain Social Security benefits.

The aforementioned consultations have resulted in the following agreement between the Government of the United States and the Government of Switzerland which will become effective on July 1, 1968.

With respect to the payment of benefits authorized by Articles 28 through 38, of the Swiss Federal Law on Invalidity Insurance, and by Articles 21 through 41 of the Swiss Federal Law on Old-Age and Survivors Insurance, the Government of Switzerland agrees that the limitations in Article 6, Paragraph 2, of the said Federal Law on Invalidity Insurance, and Article 18, Paragraph 2, of the said Federal Law on Old-Age and Survivors Insurance do not apply to otherwise qualified citizens and nationals of the United States who have contributed for a total of five or more years. On the other hand, those citizens and nationals who have paid their contribu-

tions to the above-mentioned insurances during more than one year but less than five years shall obtain, upon application, the reimbursement of those payments, in application of the Federal Council's Ordinance of March 14, 1952, on the reimbursement of the contributions made by aliens and stateless persons to the Old Age and Survivors Insurance. On its part, the Government of the United States agrees that the social insurance system of Switzerland meets the conditions of Section 202(t)(2) of the United States Social Security Act (42 U.S.C. 402(t)(2)) and consequently comparable benefits authorized in Section 202(a) through 202(i) inclusive and Section 223(a) of the United States Social Security Act (42 USC 402(a) through 402(i) and 423(a)) may be paid to otherwise qualified Swiss citizens without regard to the limitations of Section 202(t)(1) of the United States Social Security Act (42 USC 402 (t)(1)).

The present agreement is valid for a period of one year, renewable by tacit agreement from year to year, unless abrogated by legislation of either party. Notice shall be given of its denunciation as soon as possible, but in no case must the notice be given more than three months before its expiration date."

The Department has the pleasure to inform the Embassy of the United States of America that the Swiss Government agrees with the contents of this note subject to the approval of the Federal Chambers. The agreement enters into force with the present exchange of notes.

The Department avails itself of this opportunity to renew to the Embassy the assurance of its high consideration.

BERNE, *June 27th, 1968*

[SEAL] M. F.

EMBASSY OF THE UNITED STATES OF AMERICA
BERNE

AUSTRALIA

Scientific and Technical Cooperation

Agreement extending the agreement of October 16, 1968.
Effected by exchange of notes
Signed at Washington July 30, 1973;
Entered into force July 30, 1973.

The Australian Minister for Foreign Affairs to the Secretary of State

WASHINGTON.
30 July 1973.

SIR,

I have the honour to refer to recent discussions between the representatives of our two Governments concerning the Agreement Relating to Scientific and Technical Co-operation between the Government of Australia and the Government of the United States of America signed at Canberra 16 October 1968. [1]

My Government wishes to extend the Agreement pursuant to Article 11 for a further period of five years from the date of expiration of the Agreement.

In relation to the implemenation of particular scientific or technical projects covered by the Agreement, I would appreciate your confirmation that the co-ordinating agencies of the two Governments will continue to be the Australian Department of Science and the United States National Science Foundation: arrangements for the implementation by the co-ordinating agencies of projects under the Agreement will be governed by the terms of the Memorandum of Understanding of 9 June 1971 [2] until such time as that document is revised by the two Governments.

If the foregoing is acceptable to the Government of the United States of America, I have the honour to propose that this Note to-

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[1] TIAS 6589; 19 UST 6714.
[2] Not printed.

gether with your confirmatory reply shall constitute an Agreement between our Governments to enter into force on the date of your reply.

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

E. G. WHITLAM

The Honourable
WILLIAM P. ROGERS,
Secretary of State
of the United States of America.

The Secretary of State to the Australian Minister for Foreign Affairs

JULY 30, 1973

SIR:

I have the honor to refer to your Note of today's date concerning the Agreement Relating to Scientific and Technical Cooperation between the Government of the United States of America and the Government of Australia signed at Canberra October 16, 1968.

I have the honor to state that the proposals contained in your Note are acceptable to my Government and my Government will regard your Note and this reply as constituting an agreement between our two Governments which shall enter into force on the date of this reply.

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

WILLIAM P. ROGERS

The Honorable
E. G. WHITLAM, Q. C., M. P.,
Prime Minister and
Minister for Foreign Affairs
of Australia.

MULTILATERAL

Amendment of Articles of Agreement of the International Finance Corporation

Adopted by the Board of Governors of the International Finance Corporation, Washington, August 25, 1965; Entered into force September 1, 1965.

INTERNATIONAL FINANCE CORPORATION
1818 H STREET, N.W., WASHINGTON, D.C. 20433, U.S.A.

BOARD OF GOVERNORS RESOLUTION NO. 56 [1]

Borrowing from International Bank for Reconstruction and Development

WHEREAS the Board of Directors has communicated to the Chairman of the Board of Governors a proposal to amend the Articles of Agreement [2]; and

WHEREAS the Chairman has brought the proposal before the Board of Governors:

NOW THEREFORE the Board of Governors resolves that, in accordance with the proposal of the Board of Directors, the Articles of Agreement are hereby amended as follows:

1. By deleting from Article IV, Section 6 the second sentence reading as follows: "The Corporation shall not lend to or borrow from the Bank."
2. By adding to Article III, Section 6(i) a sentence reading as follows: "if and so long as the Corporation shall be indebted on loans from or guaranteed by the Bank, the total amount outstanding of borrowings incurred or guarantees given by the Cor-

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[1] The text printed herein is as certified by the Assistant to the Secretary of the International Finance Corporation, Washington, Aug. 1, 1973.

[2] TIAS 3620, 4894; 7 UST 2197; 12 UST 2945.

poration shall not be increased if, at the time or as a result thereof, the aggregate amount of debt (including the guarantee of any debt) incurred by the Corporation from any source and then outstanding shall exceed an amount equal to four times its unimpaired subscribed capital and surplus;"

(Adopted August 25, 1965)

BAHRAIN

Peace Corps

Agreement effected by exchange of notes Signed at Manama April 24 and June 12, 1973; Entered into force June 12, 1973.

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

AMERICAN EMBASSY, MANAMA

No. 70

APRIL 24, 1973

His Excellency
SHAIKH MOHAMED BIN MUBARAK AL-KHALIFA
Minister of Foreign Affairs
State of Bahrain

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 Bahrain.

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

3. The volunteers shall give due respect to the laws and customs of the host country and shall be subject, in all matters affecting them, to the jurisdiction of the national courts. However, the Government of Bahrain shall inform and consult with respresentatives of the Government of the United States with respect to such matters concerning them, provided that no action shall be taken by the representatives of the Government of the United States which would interfere with the normal process of the law in relation to such volunteers.

4. The Government of Bahrain will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Bahrain, from all customs duties or other charges on their personal property introduced into Bahrain 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.

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

6. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Bahrain 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 Bahrain. The Government of Bahrain will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Bahrain, 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 Bahrain 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 Bahrain for their own use as is accorded personnel of comparable rank or grade of the Mission 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 Bahrain for their own use as is accorded volunteers hereunder.

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

currency of Bahrain at the highest rate which is not unlawful in Bahrain.

8. 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 Bahrain 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.

[SEAL] ROBERT A. STEIN

Robert A. Stein
Charge d'Affaires a.i.

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

THE STATE OF BAHRAIN
MINISTRY OF FOREIGN AFFAIRS

JUNE 12, 1973.

His Excellency
Mr. ROBERT A. STEIN
Charge d'Affaires a.i.
American Embassy
Manama

EXCELLENCY,

I have the pleasure to refer to Your Excellency's Note dated April 24, 1973, which reads as follows:

"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 for periods of time in Bahrain.

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

3. The volunteers shall give due respect to the laws and customs of the host country and shall be subject, in all matters affecting them, to the jurisdiction of the national courts. However, the Government of Bahrain shall inform and consult with respect to such matters concerning them, provided that no action shall be taken by the representatives of the Government of the United States which would interfere with the normal process of the law in relation to such volunteers.

4. The Government of Bahrain will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Bahrain, from all customs duties or other charges on their personal property introduced into Bahrain for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigation fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services.

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

6. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Bahrain 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 Bahrain. The Government of Bahrain will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Bahrain, and from all other taxes or other

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charges (including immigration fees) except license fees and taxes and other charges included in the prices of equipment, supplies and services. The Government of Bahrain 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 Bahrain for their own use as is accorded personnel of comparable rank or grade of the Mission 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 Bahrain for their own use as is accorded volunteers hereunder.

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

8. 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 Bahrain 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."

I wish to confirm that these understandings are acceptable to the Government of the State of Bahrain.

Accordingly, I also confirm that Your Excellency's Note and the present Note shall be regarded as constituting an Agreement between the Government of Bahrain and the Government of the United States in this matter.

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

M KHALIFA

Mohamed bin Mubarak Al-Khalifa.
Minister of Foreign Affairs,
State of Bahrain.

TIAS 7684

THAILAND

Agricultural Commodities

Agreement amending the agreement of March 17, 1972.
Effected by exchange of notes
Signed at Bangkok May 11, 1973;
Entered into force May 11, 1973.

The American Ambassador to the Thai Minister of Finance

BANGKOK, *May 11, 1973*

His Excellency
SERM VINICCHAYAKUL
Minister of Finance
Bangkok

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on March 17, 1972, [1] and to propose that Part II, Particular Provisions, be amended, as follows:

ITEM I. Commodity Table: Delete the current Item I and substitute the following:

"Commodity	Supply Period (United States calendar year)	Approximate Maximum Quantity	Maximum Export Market Value (millions)
Tobacco	1973	2, 714 Metric Tons	$6. 7
Wheat/Wheat Flour (wheat basis)	1973	10, 425 Metric Tons	0. 9
Cotton	1973	58, 800 Bales	8. 0
Tobacco	1974	2,079 Metric Tons	5. 5
Wheat/Wheat Flour (wheat basis)	1974	10,425 Metric Tons	0. 9
Cotton	1974	62,000 Bales	8. 0
		TOTAL	$30. 0"

[1] TIAS 7330; 23 UST 657.

ITEM III. Usual Marketing Table: Delete the current Item III and substitute the following:

"Commodity	Import Period (U.S. calendar year)	Usual Marketing Requirement
Tobacco	1973 and 1974	9,200 metric tons each year (of which at least 9,000 metric tons must be imported each year from the United States of America)
Wheat/Wheat Flour (wheat basis)	1973 and 1974	50,000 metric tons each year
Cotton	1973 and 1974	140,000 bales each year (of which at least 91,500 bales must be imported each year from the United States of America)."

ITEM IV. Export Limitations: At the end of paragraph 2, delete the period, insert a semicolon and add: "for cotton—cotton textiles (including yarn and waste)."

Add paragraph 3, as follows:

"3. Permissible Exports:

Commodity	Quantity and Conditions	Period Exports Permitted
Cotton Textiles	Raw cotton content equivalent in weight to 11,500 bales (480 pounds net) for each of United States calendar years 1973 and 1974. If this quantity is exceeded, the raw cotton equivalent in weight of such excess cotton textile exports will, in addition to the U.S. portion of the UMR provided in Item III, be imported from the United States into the importing country paid for with resources of the importing country, but such imports need not exceed the quantity imported in each of United States calendar years 1973 and 1974 under the Title I PL 480 program.	During United States calendar years 1973 and 1974 and any subsequent period during which cotton purchased under this agreement is being imported and utilized."

All other terms and conditions of the March 17, 1972 Agreement remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply thereto constitute an Agreement between our two Governments to be effective on the date of your note in reply.

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

LEONARD UNGER
Leonard Unger

The Thai Minister of Finance to the American Ambassador

MINISTRY OF FINANCE
BANGKOK

MAY 11, 1973

H. E. LEONARD UNGER
American Ambassador Extraordinary
and Plenipotentiary to Thailand
American Embassy
Bangkok

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on March 17, 1972, and to propose that Part II, Particular Provisions, be amended, as follows:

"ITEM I. Commodity Table: Delete the current Item I and substitute the following:

' "Commodity	Supply Period (United States calendar year)	Approximate Maximum Quantity	Maximum Export Market Value (millions)
Tobacco	1973	2,714 Metric Tons	$ 6. 7
Wheat/Wheat Flour (wheat basis)	1973	10,425 Metric Tons	0. 9
Cotton	1973	58,800 Bales	8. 0
		Subtotal	$15. 6
Tobacco	1974	2,079 Metric Tons	5. 5
Wheat/Wheat Flour (wheat basis)	1974	10,425 Metric Tons	0. 9
Cotton	1974	62,000 Bales	8. 0
		Subtotal	$14. 4
		TOTAL	$30. 0" '

"ITEM III. Usual Marketing Table: Delete the current Item III and substitute the following:

' "Commodity	Import Period (U.S. calendar year)	Usual Marketing Requirement
Tobacco	1973 and 1974	9,200 metric tons each year (of which at least 9,000 metric tons must be imported each year from the United States of America)
Wheat/Wheat Flour (wheat basis)	1973 and 1974	50,000 metric tons each year
Cotton	1973 and 1974	140,000 bales each year (of which at least 91,500 bales must be imported each year from the United States of America)." '

"ITEM IV. Export Limitations: At the end of paragraph 2, delete the period, insert a semicolon and add: "for cotton—cotton textiles (including yarn and waste)."

"Add paragraph 3, as follows:

"3. Permissible Exports:

' "Commodity	Quantity and Conditions	Period Exports Permitted
Cotton Textiles	Raw cotton content equivalent in weight to 11,500 bales (480 pounds net) for each of United States calendar years 1973 and 1974. If this quantity is exceeded, the raw cotton equivalent in weight of such excess cotton textile exports will, in addition to the U.S. portion of the UMR provided in Item III, be imported from the United States into the importing country paid for with resources of the importing country, but such imports need not exceed the quantity imported in each of United States calendar years 1973 and 1974 under the Title I PL 480 program.	During United States calendar years 1973 and 1974 and any subsequent period during which cotton purchased under this agreement is being imported and utilized." '

"All other terms and conditions of the March 17, 1972 Agreement remain the same.

"If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply thereto constitute an Agreement between our two Governments to be effective on the date of your note in reply.

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

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

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

S. VINICCHAYAKUL
(Serm Vinicchayakul)
Minister of Finance

Memorandum of Understanding

This Memorandum of Understanding relates to the Exchange of Notes to be signed by representatives of our two Governments on 11 May 1973 pursuant to which cotton is added to the list of commodities being provided under the Agricultural Commodities Agreement (PL 480).

The purpose of this Memorandum is to set forth our understanding concerning implementation of the May 11, 1973 amendment to the PL 480 Agreement with regard to cotton.

1. Cotton—Type

The raw cotton which is to be imported from the United States under the PL 480 Agreement is upland cotton of staple length, not to exceed 1″, and micronaire not to exceed 3.2.

Purchase authorizations when issued will restrict financed cotton to these quality specifications.

2. Usual Marketing Requirements and Cotton Textile Export Limitation

The applicable quantities of the raw cotton UMR's and the cotton textile export limitation are set forth in Part II, Items III and IV of the amendment to the PL 480 Agreement. This Memorandum sets forth the specific methodology and the data sources for performing the calculations to determine the fulfillment of the raw cotton UMR's and the cotton textile export limitations.

All import and export data used to calculate fulfillment of the raw cotton UMR's and the cotton textile export limitation will be taken from official reports of the Government of Thailand's Customs Department. Ratios utilized to convert cotton textile products into raw cotton bale equivalents will be those regularly used by the United States Department of Agriculture. The relevant years are 1973 and 1974, each calendar year to be a separate and distinct period for the purpose of these calculations.

3. Fulfillment of the Raw Cotton UMR's

a. Overall UMR Level

Out of the total raw cotton imports in each calendar year, the United States Agricultural Attache and designated officials of the

RTG Ministry of Finance will specify the amount of raw cotton purchased under the PL 480 program which has arrived in the Kingdom. The total of the PL 480 program cotton imports shall be subtracted from the total of raw cotton imports. If the remainder is greater than, or equal to, the overall UMR level, then the overall UMR level is satisfied.

b. U.S. Share of the UMR Level

Out of the total raw cotton imports in each calendar year, the volume of imports originating from the United States shall be identified. The total of PL 480 program cotton imports shall be subtracted from the total of raw cotton imports from the United States. If the remainder is greater than, or equal to, the United States share of the UMR level, then the U.S. share of the UMR level is satisfied.

4. Fulfillment of the Cotton Textile Export Limitation

Annual total cotton textile exports (including yarn and garments) from Thailand will be tabulated for the categories listed by BTN code in the Attachment to this Memorandum. The textile exports shall be converted into raw cotton bale equivalents according to the conversion factors listed in paragraph 5, this Memorandum. Cotton textile exports in excess of the export limitation level specified in the Amendment to the Agreement shall be compensated for in accordance with the instructions contained in Part II, Item IV.3 of that Amendment.

5. Calculation of Raw Cotton Equivalent

The Attachment to this Memorandum lists the composition of cotton textiles as six (6) items of cotton yarn, eleven (11) items of cotton garments and thirty-six (36) items of cotton textile yardage according to their BTN code numbers. The export data for each of these categories shall exclude transit goods and re-exports. The United States Agricultural Attache and officials of the RTG Ministry of Finance shall jointly determine the annual export totals for each of these items. The conversion factors to be used in determining the amount of raw cotton included in the bale equivalents shall be as follows:

a. For cotton yarn, textile remnants and those items of textiles tabulated by weight—192 kilograms equal one bale of raw cotton.

b. For cotton garments tabulated by units—1,300 units equal one bale of raw cotton.

c. For cotton textiles tabulated by square yards—1,950 square yards equal one bale of raw cotton.

These calculations will be carried out jointly by the United States Agricultural Attache and designated officials of the RTG Ministry of Finance. The export totals for cotton yarn, garments and textiles in terms of their original RTG Customs Department quantity measurements (that is, kilograms, units and square yardage, respectively)

and in bale equivalents of raw cotton shall be forwarded to the United States Department of Agriculture for concurrence.

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND:

P. PANITCHPAKDI

Dr. Prom Panitchpakdi,
Chairman
Thai Government Subcommittee to Consider Draft PL 480 Agreement

Date: May 11, 1973

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

REY M. HILL

Rey M. Hill
Director,
United States Operations Mission to Thailand

Date: May 11, 1973

ATTACHMENT

Items Included in Determination of Cotton Export Limitation

I. Cotton Yarn

Code Number	Unit	Items
		Not for retail sale
550510	Kg.	Cotton yarn, grey
550521	"	Cotton yarn, bleached
550529	"	Cotton yarn, other
		For retail sale
550610	Kg.	Cotton yarn, grey
550621	"	Cotton yarn, bleached
550629	"	Cotton yarn, other

II. Cotton Garments

600411	piece	Undergarments, knitted or crocheted of cotton
600421	"	Other undergarments, knitted or crocheted of cotton
610111	"	Men and boys outer garments of cotton
610202	"	Women and girls blouses of cotton
610211	"	Sarongs and the like of cotton
610221	"	Other women, girls and infants outer garments of cotton
610311	"	Men and boys shirts of cotton
610321	"	Other men and boys undergarments of cotton
610411	"	Women, girls and infants shirts of cotton
610421	"	Other women, girls and infants undergarments of cotton
610500	"	Handkerchiefs

III. Cotton Textiles

550711	100 sq. yds.	Cotton gauze, grey
550719	"	Cotton gauze, other
550811	"	Terry towelling and similar terry fabrics, grey, of cotton
550819	"	Other terry towelling and similar terry fabric of cotton

Code Number	Unit	Items
550921	100 sq. yds.	Fabrics, cotton shirting and canilric
550922	"	Fabrics, cotton sheeting
550923	"	Fabrics, cotton damsak and cretones
550924	"	Fabrics, cotton poplin and tussor
550925	"	Fabrics, cotton drill, twill, gaberdine and serge
550926	"	Fabrics, cotton jean and denim
550927	"	Fabrics, cotton satin
550928	"	Fabrics, cotton voile
550929	"	Fabrics, cotton lawn
550930	"	Fabrics, cotton flannel
550931	"	Fabrics, cotton gauze mull
550932	"	Fabrics, cotton canvas and duck
550939	"	Other fabrics, cotton
550940	"	Fabrics, cotton fancy
550941	"	Terry cord fabrics of cotton
580410	"	Woven pile fabrics and chenille fabrics of cotton
580810	"	Tulle and other net fabrics, plain of cotton
580911	"	Lace fabrics of cotton
580918	"	Other fabrics of cotton
600110	"	Knitted or crocheted fabrics, not elastic or rubberized, of cotton
550910	Kg.	Absorbent cotton, etc.
550942	"	Remnant, wholly of cotton
580511	"	Ribbon of cotton
580519	"	Other narrow woven fabric of cotton
580912	"	Lace in strips or motifs of cotton
580919	"	Tulle and other net fabrics, figured, of cotton
581010	"	Embroidery of cotton
590411	"	Twine, cordage, ropes and cable of cotton
590501	"	Fishing nets of cotton
620102	"	Travelling rugs and blankets of cotton
620201	"	Bed linen, table linen, toilet linen, kitchen linen
620209	"	Curtains and other furnishing articles

Agreed Minute

The Royal Thai Government understands that the Agricultural Trade Development and Assistance Act of 1954, as amended, (Public Law 480) [1] requires that Agricultural Commodity Sales Agreements provide for termination thereof, whenever the Government of the United States of America finds that the self-help program described in a particular Commodity Sales Agreement is not being adequately developed. The Government of the United States of America will consult with the Royal Thai Government should this situation arise, but the Royal Thai Government further understands that the Government of the United States of America can in such case terminate the Commodity Sales Agreement under the termination clause.

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND:

P. PANITCHPAKDI

Dr. Prom Panitchpakdi,
Chairman
Thai Government Subcommittee to Consider Draft PL 480 Agreement

Date: 9 May 1973

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

REY M. HILL

Rey M. Hill
Director,
United States Operations Mission to Thailand

Date: 9 May 1973

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

CANADA

Defense: Support of United States Activities at the Churchill Research Range

Agreement extending the agreement of November 16 and December 18, 1970.
Effected by exchange of notes
Signed at Ottawa June 29, 1973;
Entered into force July 1, 1973.

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

No. 126 OTTAWA, *June 29, 1973*

Sir:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of Canada concerning the support of United States activities at the Churchill Research Range, effected by an exchange of Notes with Annex signed at Ottawa November 16 and December 18, 1970.[1]

By its terms the agreement will expire on June 30, 1973, unless extended for additional periods. Because of the mutual interest of both countries in continued accommodation of United States activities at the Range, I have the honor to propose that the agreement be extended for an additional period of three years, that is, until June 30, 1976, unless terminated by either government on three months' written notice to the other or unless extended for additional periods by mutual agreement of our two governments.

If this proposal is acceptable to the Government of Canada, I have the further honor to propose that this Note and your affirmative reply constitute an agreement on this matter effective on the date of your reply.

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

ADOLPH W. SCHMIDT

The Honourable
MITCHELL SHARP, P.C.,
Secretary of State
for External Affairs,
Ottawa

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[1] TIAS 7024; 21 UST 2992.

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

DEPARTMENT OF EXTERNAL AFFAIRS — MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. FLA-361 — OTTAWA, *June 29, 1973*

EXCELLENCY,

I have the honour to refer to your Note No. 126 of June 29, 1973, concerning the continued use of the Churchill Research Range by the United States for the purposes of sounding rocket launchings and other peaceful scientific activities.

I am pleased to inform you that the Government of Canada accepts the proposals set forth in your Note and agrees that your Note, together with this reply which is authentic in English and French, shall constitute an agreement between our two Governments which shall enter into force on July 1, 1973, and remain in effect until June 30, 1976, unless terminated by either Government on three months' written notice to the other or unless extended for additional periods by mutual agreement of our two Governments.

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

MITCHELL SHARP
Secretary of State for External Affairs

His Excellency
The Honourable ADOLPH W. SCHMIDT
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS — MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

N° FLA-364 — OTTAWA, *le 29 juin 1973*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre Note n° 126 du 29 juin 1973 concernant l'utilisation par les Etats-Unis du Polygone de recherche Churchill aux fins de lancement de fusées-dondes et d'autres activités scientifiques de caractère pacifique.

Je suis heureux de vous faire savoir que le Gouvernement du Canada approuve les propositions énoncées dans votre Note et accepte que votre Note, ainsi que la présente réponse dont les versions anglaise et française font également foi, constituent entre nos deux Gouvernements, un Accord qui entrera en vigueur le 1er juillet 1973 et qui restera en vigueur jusqu'au 30 juin 1976, à moins que l'un ou l'autre des deux Gouvernements n'y mette fin par préavis écrit de trois mois donné à l'autre ou qu'il soit prorogé pour des périodes supplémentaires par voie d'accord mutuel entre nos deux Gouvernements.

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

Le secrétaire d'Etat aux
Affaires extérieures

MITCHELL SHARP

Son Excellence l'Honorable
ADOLPH W. SCHMIDT
Ambassadeur des Etats-Unis
d'Amérique
Ottawa

SAUDI ARABIA

Construction of Military Facilities

Agreement extending the agreement of May 24 and June 5, 1965, as extended.
Effected by exchange of notes
Dated at Jidda April 22 and June 6, 1973;
Entered into force June 6, 1973;
Effective May 24, 1973.

The American Ambassador to the Saudi Arabian Minister of State for Foreign Affairs

No. 140 JIDDA, *April 22, 1973*

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia effected by an exchange of notes signed at Jidda on May 24, 1965 and June 5, 1965 [1] establishing the terms of the Agreement for Military Construction, and to the exchange of notes dated May 18, 1971 (number 92/5/1/3891/2) and June 21, 1971 (number 321) [2] extending the aforementioned agreement for the period of two years, until May 23, 1973.

I have the honor to propose that the agreement as previously amended be further extended for five years, until May 24, 1978, without additions or alterations, five years being generally considered as the period of time required to complete construction projects undertaken under the terms of this agreement.

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[1] TIAS 5830; 16 UST 890.
[2] TIAS 7143; 22 UST 818.

This note and Your Excellency's reply thereto concurring therein shall constitute an extension of the aforementioned agreement between our two governments and shall enter into force upon the date of the expiration of the current extension, i.e., May 24, 1973.

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

NICHOLAS G. THACHER

His Excellency
SAYYID OMAR SAQQAF,
Minister of State for Foreign Affairs,
Jidda.

The Saudi Arabian Ministry of Foreign Affairs to the American Embassy

المملكة العربية السعودية
وزارة الخارجية

الرقم ٩٠٢/٥/١/٣٠٧٢
التاريخ ١٣٩٣/٤/٥
الموافق ١٩٧٣/٦/٦
المرفقات

تهدي وزارة خارجية المملكة العربية السعودية تحياتها الى سفارة الولايات المتحدة الأمريكية بجده ، وبالأشارة الى مذكرة السفارة رقم ١٤٠ وتاريخ ٢٢/ابريل/ ١٩٧٣ بشأن تمديد الأتفاقية المعقودة بين حكومة المملكة العربية السعودية وبين حكومة الولايات المتحدة الأمريكية الخاصة بأعمال سلاح المهندسين الأمريكي لأنشاء مرافق عسكرية في المملكة بدون اضافات او تغييرات فيها وذلك لمدة خمسة سنوات اى من تاريخ ٢٤/ مايو/ ١٩٧٣م الى ٢٤/ مايو/ ١٩٧٨م .

يطيب لوزارة الخارجية ان تنقل الى السفارة المحترمة موافقة الجهات المختصة في المملكة على تمديد الأتفاقية المذكورة لمدة خمسة سنوات من تاريخ انتهائها اى حتى تاريخ ٢٤ مايو ١٩٧٨م .

تنتهز وزارة الخارجية هذه الفرصة لتعرب للسفارة الأمريكية عن وافر اعتبارها .

الى : سفارة الولايات المتحدة الأمريكية المحترمة : جده :
أ/ع

TIAS 7687

Translation

THE KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS

2/5/93 H
Corresponding to
JUNE 6, 1973

The Ministry of Foreign Affairs of the Kingdom of Saudi Arabia presents its compliments to the Embassy of the United States of America at Jidda.

With reference to the Embassy's Note No. 140, dated April 22, 1973, regarding the extension of the agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America on the activities of the U.S. Army Corps of Engineers with respect to the construction of military facilities in the Kingdom, without additions or alterations, for a period of five years, i.e. from May 24, 1973 to May 24, 1978, the Ministry of Foreign Affairs has the pleasure to transmit to the Embassy the agreement of the competent authorities in the Kingdom to the extension of the aforementioned agreement for a period of five years beginning on the date of the expiration thereof until May 24, 1978.

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

[SEAL]

TO THE EMBASSY OF THE UNITED STATES OF AMERICA AT JIDDA.

BAHAMAS

Continuance of United States Military Rights and Maritime Practices in the Bahamas

Agreement effected by exchange of notes
Signed at Nassau July 10 and 20, 1973;
Entered into force July 20, 1973;
Effective July 10, 1973.

The American Chargé d'Affaires ad interim to the Bahamian Minister of External Affairs

EMBASSY OF THE UNITED STATES
OF AMERICA,

No. 32

NASSAU, *July 10, 1973.*

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning the basis for the continuance of the United States military rights in The Bahamas as well as existing maritime practices.

I have the honor to propose that our two Governments confirm the continuing application, mutatis mutandis, and during the continuance of talks between our respective Governments with a view to reaching a definitive understanding, of those bilateral agreements between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America which concern United States and United Kingdom rights relating to existing military facilities and military operating rights in The Bahamas, and which were in force on the date of Independence of The Bahamas. This confirmation would be understood to include rights for United Kingdom Forces to continue to use United States military facilities in The Bahamas on the terms and conditions which governed such use prior to Independence.

In addition, United States public vessels on non-commercial service shall have freedom of access to and movement in, the waters which are subject to Bahamian jurisdiction. When such vessels enter Bahamian ports, appropriate notification shall, under normal conditions, be made to the proper Bahamian authorities, except as otherwise agreed.

If the foregoing proposal is acceptable to the Government of the Commonwealth of The Bahamas, I have the honor further to propose that this Note, together with Your Excellency's reply to that effect, shall constitute an agreement between our two Governments which shall take effect from the commencement of Bahamian Independence [1] and continue in force until such time as a definitive agreement is reached between our two Governments concerning said rights. It would be understood that negotiations toward the conclusion of that definitive agreement shall continue expeditiously as it is the intention of the parties concerned to reach agreement by December 31, 1973; and that the parties would meet at any time at the request of either of them, and in consultation with the Government of the United Kingdom, to review the progress of negotiations and the desirability of continued United States military facilities and operations in The Bahamas.

Accept, Excellency, the assurances of my highest consideration.

MONCRIEFF J. SPEAR

Charge d'Affaires ad interim

His Excellency
PAUL L. ADDERLEY,
Minister of External Affairs,
Nassau.

The Bahamian Minister of External Affairs to the American Chargé d'Affaires ad interim

MINISTRY OF EXTERNAL AFFAIRS

EXT/C.80/10

NASSAU, BAHAMAS, *July 20, 1973*

SIR:

I have the honour to refer to your Note No. 32 of the 10th of July, 1973, which reads as follows:–

"I have the honour to refer to recent discussions between representatives of our two Governments concerning the basis for the continuance of the United States military rights in The Bahamas as well as existing maritime practices.

I have the honour to propose that our two Governments confirm the continuing application, mutatis mutandis, and during the continuance of talks between our respective Governments with a view to reaching a definitive understanding, of those bilateral agreements between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of

[1] July 10, 1973.

America which concern United States and United Kingdom rights relating to existing military facilities and military operating rights in The Bahamas, and which were in force on the date of Independence of The Bahamas. This confirmation would be understood to include rights for United Kingdom Forces to continue to use United States military facilities in The Bahamas on the terms and conditions which governed such use prior to Independence.

In addition, United States public vessels on non-commercial service shall have freedom of access to and movement in, the waters which are subject to Bahamian jurisdiction. When such vessels enter Bahamian ports, appropriate notification shall, under normal conditions, be made to the proper Bahamian authorities, except as otherwise agreed.

If the foregoing proposal is acceptable to the Government of the Commonwealth of The Bahamas, I have the honour further to propose that this Note, together with Your Excellency's reply to that effect, shall constitute an agreement between our two Governments which shall take effect from the commencement of Bahamian Independence and continue in force until such time as a definitive agreement is reached between our two Governments concerning said rights. It would be understood that negotiations toward the conclusion of that definitive agreement shall continue expeditiously as it is the intention of the parties concerned to reach agreement by December 31, 1973; and that the parties would meet at any time at the request of either of them, and in consultation with the Government of the United Kingdom, to review the progress of negotiations and the desirability of continued United States military facilities and operations in The Bahamas.

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

I have the honour to confirm that the above equally represents the understanding of the Government of the Commonwealth of The Bahamas.

With assurances of my highest consideration,

I have the honour to be
Sir,
Your obedient servant,

P. L. ADDERLEY

Paul L. Adderley,
Minister of External Affairs.

Mr. MONCRIEFF J. SPEAR,
Charge d'Affaires ad interim,
Embassy of the United States
of America,
Nassau, Bahamas.

TIAS 7688

BANGLADESH

Economic Assistance for Relief and Rehabilitation

Agreement amending the agreement of May 30, 1972, as amended. Signed at Dacca June 28, 1973; Entered into force June 28, 1973.

AMENDMENT NO. 4

Amendment No. 4 dated June 28, 1973, between the Government of the People's Republic of Bangladesh ("Government") and the United States of America acting through the Agency for International Development ("A.I.D.") to the Grant Agreement, dated May 30, 1972, between the Government and A.I.D. as amended by Amendment No. 1, dated June 26, 1972, [1] Amendment No. 2, dated April 10, 1973 and Amendment No. 3, dated May 29, 1973 ("Grant Agreement"). [2]

WHEREAS, the Government has priority relief and rehabilitation needs for which additional funds are required; and

WHEREAS, A.I.D. wishes to provide additional funds to meet these needs;

Now, therefore, the parties hereto agree as follows:

1. SECTION 1.1 of the Grant Agreement is amended by deleting "One Hundred Ninety Million Dollars ($190,000,000)" and inserting in its place "Two Hundred Three Million Dollars ($203,000,000)".
2. To the extent not amended herein, the terms and conditions of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date first above written.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

By M. SYEDUZZAMAN 28/6/73

M. Syeduzzaman, *Secretary*
Planning Commission
Government of Bangladesh
Dacca

UNITED STATES OF AMERICA

By DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

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[1] TIAS 7443; 23 UST 2540, 2553.
[2] TIAS 7646; *ante*, p. 1374.

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of August 29, 1972, as amended.
Effected by exchange of notes
Signed at Saigon July 31, 1973;
Entered into force July 31, 1973.

The American Ambassador to the Vietnamese Acting Minister of Foreign Affairs

No. 216 JULY 31, 1973

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 29, 1972, as amended, [1] and to propose that Part II, Particular Provisions, be further amended by adding certain commodities, quantities, and values to be supplied during the United States fiscal year 1974 as follows:

ITEM I, Commodity Table: Under the appropriate column headings, add three new commodity lines as follows:

Corn and/or Grain Sorghum	FY 1974	25,000 M/T	$2.7
Cotton, upland	FY 1974	25,000 Bales	6.1
Tobacco	FY 1974	1,500 M/T	4.0

Under the column headed "Maximum Export Market Value" and on the line entitled "Total", delete "$105.8" and insert "$118.6".

ITEM IV, Export Limitations: Under Section C, Permissible Exports, under the column headed "Period during which such exports are permitted", delete "US FY 1973" and insert "in each of US Fiscal Years 1973 and 1974".

All other terms and conditions of the August 29, 1972 Agreement remain the same.

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

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[1] TIAS 7452, 7592; 23 UST 2626; *ante*, p. 869.

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

Sincerely yours,
GRAHAM A MARTIN
Graham A. Martin
American Ambassador

His Excellency
NGUYEN PHU DUC
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon

[SEAL]

The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 3248-EF/HT

SAIGON, *July 31 1973*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note 216 dated July 31, 1973 which reads as follows:

"I have the honor to refer to the P.L 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 29, 1972, as amended, and to propose that Part II, Particular Provisions, be further amended by adding certain commodities, quantities, and values to be supplied during the United States fiscal year 1974 as follows:

ITEM I, Commodity Table: Under the appropriate column headings, add three new commodity lines as follows:

Corn and/or Grain Sorghum	FY 1974	25,000 M/T	$2. 7
Cotton, upland	FY 1974	25,000 Bales	6. 1
Tobacco	FY 1974	1,500 M/T	4. 0

Under the column headed "Maximum Export Market Value" and on the line entitled "Total", delete "$105.8" and insert "$118.6".

ITEM IV, Export Limitations: Under Section C, Permissible Exports, under the column headed "Period during which such exports are permitted", delete "US FY 1973" and insert "In each of US Fiscal Years 1973 and 1974".

All other terms and conditions of the August 29, 1972 Agreement remain the same.

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

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

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

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

[SEAL] NGUYEN-PHU-DUC

Nguyen-Phu-Duc
Acting Minister of Foreign Affairs

His Excellency
GRAHAM A. MARTIN
Ambassador of the United States
of America.
Saigon

MEXICO

Air Transport Services

Agreement extending the agreement of August 15, 1960, as amended and extended.
Effected by exchange of notes
Signed at México and Tlatelolco June 29, 1973;
Entered into force June 29, 1973.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 864 MEXICO, D. F., *June 29, 1973.*

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement of August 15, 1960, [1] between the Government of the United States of America and the Government of the United Mexican States, as extended and amended, most recently by the exchange of notes of July 31, 1970.[2]

It is my understanding that the negotiations which took place in Mexico City from March 19 to March 27, 1973, in Washington from April 30 to May 4, 1973, and in Mexico City from June 18 to June 21, 1973, between representatives of the Government of the United States of America and the Government of the United Mexican States, resulted in agreement that the Air Transport Agreement of August 15, 1960, as last amended on July 31, 1970, should be further extended through December 31, 1973.

If the Government of the United Mexican States is in agreement with the terms of the present Note, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an agreement between our two governments.

This agreement shall enter into effect as from the date of Your Excellency's reply.

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

ROBERT H. MCBRIDE

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D. F.

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[1] TIAS 4675, 6449; 12 UST 60; 19 UST 4623.
[2] TIAS 7167; 22 UST 1492.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE
RELACIONES EXTERIORES
MEXICO

506466 TLATELOLCO, D.F., *a 29 de junio de 1973.*

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 864, fechada el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Convenio sobre Transportes Aéreos del 15 de agosto de 1960, entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América, con sus prórrogas y enmiendas, las más recientes de las cuales fueron hechas mediante el Canje de Notas del 31 de julio de 1970.

Tengo entendido que las negociaciones que se efectuaron en la Ciudad de México del 19 al 27 de marzo de 1973, en Washington, D.C., del 30 de abril al 4 de mayo de 1973 y en la Ciudad de México del 18 al 21 de junio de 1973, entre representantes del Gobierno de los Estados Unidos Mexicanos y del Gobierno de los Estados Unidos de América, tuvieron como resultado el acuerdo de que el Convenio sobre Transportes Aéreos del 15 de agosto de 1960, ultimamente enmendado en julio 31 de 1970, debería ser prorrogado hasta el 31 de diciembre de 1973.

Si el Gobierno de los Estados Unidos Mexicanos está de acuerdo con los términos de la presente nota, propongo a Vuestra Excelencia que esta nota y su nota de respuesta, comunicando el acuerdo de su Gobierno, constituyan un acuerdo entre nuestros dos Gobiernos.

Este Acuerdo entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia".

En respuesta, tengo el agrado de comunicar a Vuestra Excelencia que mi Gobierno acepta la propuesta anterior y, por lo tanto, está de acuerdo en considerar que la nota número 864 de Vuestra Excelencia antes transcrita y la presente, constituyen una prórroga del Convenio sobre Transportes Aéreos actualmente en vigor entre nuestros dos Gobiernos.

Aprovecho la oportunidad para renovar a Vuestra Excelencia, el testimonio de mi más alta y distinguida consideración.

E. O. RABASA

Al Excelentísimo Señor
ROBERT HENRY MCBRIDE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D.F.

Translation

UNITED MEXICAN STATES
DEPARTMENT OF FOREIGN RELATIONS
MEXICO

No. 506466 TLATELOLCO, D.F., *June 29, 1973*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 864 of today's date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 1790.]

In reply, I have the pleasure to inform Your Excellency that my Government accepts the foregoing proposal, and therefore agrees to consider Your Excellency's note No. 864, as transcribed above, and this note as constituting an extension of the Air Transport Agreement currently in force between our two Governments.

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

E. O. RABASA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty

Certain Recommendations [1] adopted at the Fifth Consultative Meeting under Article IX of the Antarctic Treaty, at Paris, November 29, 1968;
Recommendations V–1 through V–4 and V–9 effective May 26, 1972;
Recommendations V–7 and V–8 effective July 31, 1972.

[CERTAIN RECOMMENDATIONS [2] OF THE FIFTH ANTARCTIC TREATY CONSULTATIVE MEETING]

Recommendation V–1

COMMEMORATIVE STAMP ISSUE

The Representatives recommend to their governments:

1) that, on the occasion of the Tenth anniversary of the entry into force of the Antarctic Treaty, each Consultative Party should issue a commemorative postage stamp during 1971;
2) that this stamp should bear, in the language or languages of each issuing country, the following words:

"Antarctic Treaty 1961 — 1971";

3) that the most prominent feature of the stamp should be the Antarctic Treaty emblem representing a map of Antarctica which appears on the official documents of Consultative Meetings;

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[1] The English language text printed herein is a verbatim extract from the Report of the Fifth Antarctic Treaty Consultative Meeting. The original documents relating to the Meeting are held in the archives of the French Government, Paris.

[2] Recommendations V–1 through V–4 and V–7 through V–9 became effective in accordance with article IX (4) of the Antarctic Treaty (TIAS 4780; 12 UST 796), having been approved by the following Contracting Parties: Argentina, Australia, Belgium, Chile, France, Japan, New Zealand, Norway, South Africa, Union of Soviet Socialist Republics, United Kingdom of Great Britain and Northern Ireland, and the United States of America.

For text of Recommendations V–5 and V–6, see p. 1800.

4) that any additional matter should be consonant with the provisions and the spirit of the Antarctic Treaty;
5) that the denomination of the stamp should remain at the discretion of each issuing country.

Recommendation V-2

MEASURES FOR IMPROVING ANTARCTIC TELECOMMUNICATIONS

Recognizing the need for improving the collection and distribution of meteorological data and other scientific information and for further improving Antarctic telecommunications;

Considering the views of the World Meteorological Organization, as expressed at the 18th and 20th Sessions of the WMO Executive Committee, on the desirability of setting up Antarctic Meteorological Centres and of determining provisionally their functions;

Supporting the principle of the World Weather Watch;

Considering the intention of some governments voluntarily to create, within a few years, such Antarctic Meteorological Centres at their Stations;

The Representatives recommend to their governments that:

1. In view of the valuable information provided by WMO and SCAR to Consultative Parties, they continue to cooperate with the WMO through their Representatives thereto and with SCAR through their National Committees in defining future scientific requirements.
2. They consider the usefulness of creating Antarctic Meteorological Centres in the Antarctic.
3. They hold a meeting of telecommunications experts at Buenos Aires, Argentina, between 15 August and 15 September 1969, in accordance with Recommendation IV-24. The date of this meeting should be arranged through diplomatic channels, taking into account relevant meetings of other international organizations which will be held in 1969 and the time required to translate and distribute the documents from such meetings.
4. Although it is expected that all Consultative Parties will participate, the meeting in Buenos Aires may proceed without the participation of them all provided all the Consultative Parties agree to that procedure and to the provisional agenda. All Consultative Parties will communicate before 1 June 1969 to the host government their intentions as to sending experts. Proposals emanating from the meeting will be sent to all Consultative Parties for their consideration.
5. One expert each from WMO, ITU, IOC and SCAR should be invited to attend as observers. Invited observers may submit documents and make statements with the permission of the Chairman but they may not vote. All experts from Consultative Parties attending will be members of their delegations.

6. The agenda for the meeting should be determined by the Consultative Parties through diplomatic channels and the agreed provisional agenda will be circulated by the host government through diplomatic channels one month prior to the opening of the meeting.
7. The results of the meeting should take the form of proposals on telecommunications unanimously agreed by the delegations of the Consultative Parties participating in the meeting. These will be circulated by the host government to all Consultative Parties for consideration. These proposals will constitute the report of the meeting. Other conference documents may be appended for informations as annexes to the report with the consent of all delegations present. The proposals would not become measures under Article IX of the Antarctic Treaty but any Consultative Parties may submit any matter arising from this meeting to a subsequent Consultative Meeting.
8. Information should be exchanged through diplomatic channels on the following aspect of telecommunications procedures at least one month prior to the opening of the Meeting:
   (i) existing networks, traffic loads and channel capacity on each route;
   (ii) shortcomings in existing networks and channels;
   (iii) present traffic carried on each route
      a) Administrative and operational traffic
      b) Meteorological traffic
      c) Other scientific traffic;
   (iv) existing time schedules for meteorological transmission
      a) Broadcast
      b) Point to point traffic
9. The fields of discussion at the meeting should include, inter alia:
   (i) New telecommunications traffic requirements submitted by Consultative Parties, WMO, IOC and SCAR, the capacity of the existing facilities and the effect of these new requirements on the existing facilities, taking into account the report of the Antarctic Treaty Meeting on Telecommunications held in Washington in 1963 and present prevailing conditions;
   (ii) Estimates or requirements for the near future and further projections if possible;
   (iii) Procedure for amending telecommunications arrangements from time to time to meet changing conditions;
   (iv) New telecommunications techniques which might be introduced into the Antarctic to meet future requirements;
   (v) Preparation of a standard format for the exchange of information on telecommunications facilities under Article VII of the Antarctic Treaty.

Recommendation V-3

SOUTHERN OCEAN

The Representatives,

Considering that the Southern Ocean is an integral part of the Antarctic environment and that the Consultative Governments have made substantial contributions towards knowledge of this ocean in the Treaty Area,

Noting that Resolution 5 of the Vth Session of the Intergovernmental Oceanographic Commission (IOC) established a Co-ordination Group for the Southern Ocean and that the terms of reference for this group include plans for the gradual development of a comprehensive study of the Southern Ocean;

Noting further the significant contribution which the Scientific Committee on Antarctic Research (SCAR) has made to these studies and that SCAR is invited to participate in the Co-ordination Group as an observer;

Welcome the proposed study of the Southern Ocean by the IOC with the participation of SCAR as well as other interested scientific organizations;

Recommend to their governments that they encourage SCAR through their National Committees to continue its interest in scientific matters related to the Southern Ocean and to make available scientific advice as appropriate to the IOC Co-ordination Group in order to aid in its development of plans for the comprehensive study of the Southern Ocean.

Recommendation V-4

HISTORIC MONUMENTS

The Representatives,

Recalling Recommendation I-9,

Recommend to their governments:

1) that a list of historic monuments which should be preserved be drawn up;
2) that each government circulate a list of historic monuments through diplomatic channels to other Consultative Governments;
3) that this subject be considered further at the next Consultative Meeting;
4) that, in the meantime, they do what is feasible to ensure the survival as far as possible of any historic monument which has been included on any list circulated under paragraph 2.

Recommendation V-7

CONCERNING THE PROPOSALS OF SCAR FOR THE REVISION OF THE INTERIM GUIDE LINES FOR THE VOLUNTARY REGULATION OF ANTARCTIC PELAGIC SEALING

Taking into account the importance of conserving seals south of 60° South Latitude;

Considering that in the future an international Convention for the regulation of Antarctic pelagic sealing may be required;

The Representatives recommend to their governments that, when implementing Recommendation IV-21, and until a decision is taken on the conclusion of an international Convention, they should voluntarily take account of the proposals of SCAR in its report to National Antarctic Committees in 1968 on the modification of the "Interim Guide Lines for the Voluntary Regulation of Antarctic Pelagic Sealing", as appended in a revised form to the Report of the Fifth Antarctic Treaty Consultative Meeting. [1]

Recommendation V-8

EXAMINATION OF A DRAFT CONVENTION FOR THE REGULATION OF ANTARCTIC PELAGIC SEALING

The Representatives,

Having had a preliminary exchange of views at the Fifth Consultative Meeting on the draft Convention for the Regulation of Antarctic Pelagic Sealing annexed to the Final Report of the Meeting, [2]

Recognising the need to study the preparation of such a Convention,

Recommend to their governments that, before the next Consultative Meeting, they study the draft Convention with a view to its consideration at that Meeting.

Recommendation V-9

SIXTH ANTARCTIC TREATY CONSULTATIVE MEETING

The Representatives recommend to their governments that they accept the offer by the Delegation of Japan to hold the Sixth Consultative Meeting under Article IX of the Antarctic Treaty in Tokyo, on a date in 1970 to be mutually decided upon by the Consultative Governments.

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[1] See Annex 1, p. 1798.

[2] The draft convention was considered at the Sixth Consultative Meeting at Tokyo October 10–31, 1970. Subsequently the Conference on the Conservation of Antarctic Seals, held at London February 3–11, 1972, formulated the Convention for the Conservation of Antarctic Seals which was opened for signature on June 1, 1972. It has been signed by the 12 States signatory to the Antarctic Treaty and will enter into force when ratified or accepted by seven of those States.

30-236 O - 75 - 37

ANNEX 1

MODIFIED VERSION OF THE REPORT OF 1968 TO NATIONAL ANTARCTIC COMMITTEES BY THE SCIENTIFIC COMMITTEE ON ANTARCTIC RESEARCH (SCAR)

1. The total number of seals of each species taken in the area south of 60° South Latitude should not exceed the number for that species set so as to bring the population to, or maintain it at, the level giving the optimum sustainable yield.
2. The number will be set in the light of the best available scientific evidence, and will be revised at regular intervals. The best present advice regarding numbers is given in Annex A.
3. A seal should not be killed or taken when it is in the water.
4. The Ross Seal (*Ommatophoca rossi*), the Elephant Seal (*Mirounga leonina*), and fur seals of the genus *Arctocephalus* should not be killed or taken, except in an emergency or in accordance with a permit.
5. Within the period specified in Annex C, no Weddell Seal (*Leptonychotes weddelli*) one year old, or older, should be killed or taken, except in an emergency or in accordance with a permit.
6. For the purposes of these Guide Lines, the area south of 60° South Latitude should be divided into the Sealing Zones set out in Annex B. No seals should be killed or taken except in the zones and at the times specified in Annex B. However, a permit may be issued in accordance with paragraph 9.
7. No seals should be killed or taken within the closed season designated in Annex C, other than in an emergency or in accordance with a permit.
8. Within the zones established in Annex B, any area that forms a seal breeding area or is the site of long-term scientific research on seals may be declared a Seal Reserve by governments. Such Seal Reserves are listed in Annex D. Within any Seal Reserve seals should not be killed or taken except in an emergency or in accordance with a permit.
9. Permits should be issued only for the following purposes:
   (i) to provide indispensable food for men or dogs in limited quantities and in conformity with the purposes and principles of the Agreed Measures for the Conservation of Antarctic Fauna and Flora and these Guide Lines,
   (ii) to provide specimens for scientific study or scientific information, or
   (iii) to provide specimens for museums, educational or cultural institutions.
10. Each government should provide the other governments before 31 October of each year with the information relating to the preceding period of 1 July to 30 June specified in Annex E.

11. At the same time, each government should provide to the other governments information on any steps it has taken in accordance with these Guide Lines.
12. When it appears to any government that the harvest of any species of seal in the area south of 60° South Latitude is having a significant effect on the stocks therein, or in any locality is disturbing the ecological system therein, that Government may propose through diplomatic channels that a Consultative Meeting shall be convened under Article IX of the Antarctic Treaty. If all Consultative Parties so agree, such a meeting will be convened as soon as possible to consider the situation and the steps it may be necessary to take.

ANNEX A. PERMISSIBLE CATCH

With present information it is not possible to give figures for the optimum sustainable yield, or for the levels of population which would provide such yields. Such figures can only be estimated with any useful precision from the analysis of the populations after they have been exposed to exploitation for a period.

It is suggested that if catches do not exceed the following safety levels until the results of such analysis are available, then the populations will not be reduced below the level giving the optimum yield.

Crabeater Seals (*Lobodon carcinophagus*) 200,000 individuals in any one year

Leopard Seals (*Hydrurga leptonyx*) 15,000 individuals in any one year

Weddell Seals (*Leptonychotes weddelli*) 10,000 individuals in any one year

ANNEX B. SEALING ZONES

1. The following Sealing Zones, corresponding with those used by the whaling industry, are designated:

   Zone 1 Between 60° and 120° West Longitude
   Zone 2 Between 0° and 60° West Longitude together with that part of the Weddell Sea lying westwards of 60° West Longitude.
   Zone 3 Between 0° and 70° East Longitude
   Zone 4 Between 70° and 130° East Longitude
   Zone 5 Between 130° East Longitude and 170° West Longitude
   Zone 6 Between 120° and 170° West Longitude.

2. During the season 1969–1970, being the first season to which these Guide Lines apply, no sealing should be permitted in Zone 1. In the second season of application, Zone 2 should be closed to sealing, and thereafter each zone should be closed for a season in sequence.

ANNEX C. CLOSED SEASONS

1. The period between 1 March and 31 August inclusive is a Closed Season.

2. No Weddell Seal (*Leptonychotes weddelli*) one year old or older should be killed or taken between 1 September and 15 December inclusive.

ANNEX D. SEAL RESERVES

The following areas are declared Seal Reserves:

1. The area between 60°20′ and 60°56′ South Latitude and 44°05′ and 46°25′ West Longitude, including the South Orkney Island.
2. The area of the south-western Ross Sea south of 76° South Latitude and west of 170° East Longitude, including Ross Island.
3. The area of Edisto inlet south and west of a line drawn between Cape Hallett (72°19′S.: 170°18′E) and Helm Point (72°11′S.: 170°00′E).

ANNEX E. EXCHANGE OF INFORMATION

1. Each government should provide to other governments statistical information on all seals taken within the area to which Guide Lines relate.
2. This information should include the number of adult individuals and pups of each species killed or taken during each operating day, specifying in which of the Zones set out in Annex B they have been killed or taken.

[APPENDIX] [1]

Recommendation V–5

SPECIALLY PROTECTED AREA: FILDES PENINSULA

The Representatives, considering that Fildes Peninsula has several small lakes which, being ice-free in summer, are of outstanding ecological interest and that the most interesting one of them should be specially protected, recommend to their governments that, in place of the description in Recommendation IV–12 [2], the following be inserted in Annex B, Specially Protected Areas, of the Agreed Measures for the Conservation of Antarctic Fauna and Flora:

"SPECIALLY PROTECTED AREA N° 12, Fildes Peninsula, King George Island/25 May, South Shetland Islands,
Lat. 62°11′S., long. 58°52W.

Description: The fresh-water lake, including the surrounding land within 100 metres of the shore, situated about 500 metres north of Suffield Point and 2.5 kilometres east-north-east of Bellingshausen Station on Fildes Peninsula. The area is shown on the attached map."

[1] The United States accepted on June 7, 1969 Recommendations V–5 and V–6 as interim guidelines. Those Recommendations are not yet effective under art. IX (4) of the Antarctic Treaty.

[2] TIAS 6668; 20 UST 624.

DESIGNATIONS GEOGRAPHIQUES

1. Point Suffield
2. Station Bellingshausen
3. Péninsule Fildes

PLACE NAMES

1. Suffield Point
2. Bellingshausen Station
3. Fildes Peninsula

DESIGNACIONES GEOGRAFICAS

1. Punto Suffield
2. Estacion Bellingshausen
3. Peninsula Fildes

Recommendation V–6

MODIFICATION OF THE AGREED MEASURES ADOPTED UNDER RECOMMENDATION III – 8 FOR THE CONSERVATION OF ANTARCTICA FAUNA AND FLORA

The Representatives recommend to their governments that:

(1) in paragraph (d) of Article II after the words "Agreed Measures" they add the following:

"The functions of an authorised person will be carried out within the framework of the Antarctic Treaty. They will be carried out exclusively in accordance with scientific principles and will have as their sole purpose the effective protection of Antarctic fauna and flora in accordance with these Agreed Measures".

(2) in paragraph (e) of Article II, after the words "appropriate authority", they add the following:

"as defined at paragraph (d) above".

BARBADOS

Consular Relations: Continued Application to Barbados of the United States-United Kingdom Convention of June 6, 1951

Agreement effected by exchange of notes
Dated at Bridgetown September 14, 1972 and May 10, 1973;
Entered into force May 10, 1973.

The American Embassy to the Barbadian Ministry of External Affairs

No. 110

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government of Barbados and has the honor to refer to its Note No. 79 of October 31, 1969, and the Ministry's Note No. EX-C.76 of July 28, 1970.[1]

By Note of February 10, 1967,[1] the Prime Minister and Minister of External Affairs of Barbados informed the Secretary-General of the United Nations that Barbados had succeeded to many treaty rights and obligations undertaken by the Government of the United Kingdom upon Independence on November 10, 1966. He further stated that the Government of Barbados would indicate after legal examination, which of the treaties the Government of Barbados would wish to treat as lapsed. Since a period of five years has elapsed, the Embassy presumes that the Government of Barbados acknowledges that it has succeeded to the Consular Convention between the United States and the United Kingdom, signed at Washington, D.C., on June 6, 1951,[2] and entered into force on September 7, 1952, and that therefore there is no need to negotiate an additional Consular Convention.

The Embassy has the further honor to renew its request that the Ministry extend full recognition to United States Consular Officers on the basis of a diplomatic note, without presentation of a commission, as provided for in Article 4, Paragraph 2, of the abovementioned Consular Convention. The United States Government, of course, would extend reciprocal treatment to Barbadian Consular Officers.

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[1] Not printed.
[2] TIAS 2494; 3 UST 3426.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
BRIDGETOWN, *September 14, 1972.*

The Barbadian Ministry of External Affairs to the American Embassy

The Ministry of External Affairs of Barbados presents its compliments to the Embassy of the United States of America and with reference to the latter's Note No. 110 of 14th September, 1972 has the honour to state that the Government of Barbados agrees that there is no need to renegotiate a Consular Convention, as it considers itself as having succeeded to the United States-United Kingdom Convention, 1951.

The Government of Barbados agrees to the proposal that authorisation in respect of Consular officers of the United States of America be given exchange of Diplomatic Note. However, before effect can be given to this proposal, it will be necessary to amend Barbados' Consular Conventions Act, 1952. (Act 1952–15). When this is done, the Government of Barbados will notify the United States Government as to the date from which the required mode of recognition will be effected.

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

[SEAL]

HAW

MINISTRY OF EXTERNAL AFFAIRS,
BARBADOS.
10th May, 1973.

MEXICO

Cooperation in Combating Illicit International Traffic in Narcotics and Other Dangerous Drugs: Grant of Reference Books

Agreement effected by exchange of letters
Signed at México June 26 and 27, 1973;
Entered into force June 27, 1973.

The American Ambassador to the Director, Mexican National Center for Drug Dependency Research

MEXICO D. F.

JUNE 26, 1973

Dr. GUIDO BELSASSO
Director
Mexican National Center for
Drug Dependency Research
Insurgentes Sur 1650
Mexico 20, D. F.

DEAR DR. BELSASSO:

It is a pleasure for me to inform you that the United States Government has agreed to provide the Mexican National Center for Drug Dependency Research (CEMEF) with a collection of reference works in the field of narcotics abuse.

These books, a proposed list of which is attached, will be financed by a special grant of up to five thousand dollars and will be given to CEMEF for the purposes of contributing to Mexican research in narcotics abuse and to joint, on-going Mexican-US efforts to curb the traffic of illegal narcotics across international boundaries.

I propose that this letter and your reply to it constitute an agreement between our two governments that these books be granted for the purposes cited.

Sincerely,

ROBERT H. MCBRIDE

Robert H. McBride
Ambassador

Attachment: [1]
Proposed list of books.

[1] Not printed.

The Director, Mexican National Center for Drug Dependency Research, to the American Ambassador

CENTRO MEXICANO
DE ESTUDIOS
EN DG 496
FARMACODEPENDENCIA
INSURGENTES SUR 1650 MEXICO 20, D. F.

JUNIO 27, 1973

EXCELENTÍSIMO SEÑOR EMBAJADOR:

Es un honor para mi contestar a su carta con fecha 26 de junio en la cual me informa que el Gobierno de los Estados Unidos de América han accedido a proporcionar al CEMEF una colección de libros de referencia en el campo del abuso de narcóticos.

Entiendo que estos libros estarán financiados por una donación especial que asciende a cinco mil dólares y que serán otorgados a CEMEF con el propósito de contribuir a la investigación Mexicana efectuada sobre el abuso de narcóticos y como un esfuerzo conjunto actual de México y los Estados Unidos de América para disminuir el tráfico ilegal de narcóticos a través de fronteras internacionales.

Estoy de acuerdo en que su carta y esta contestación constituyen un acuerdo entre nuestros dos gobiernos y que estos libros sean utilizados para los propósitos que se mencionan.

Aprovecho la oportunidad para reiterarle la seguridad de mi atenta y distinguida consideración.

G BELSASSO

Dr. Guido Belsasso
Director General

Excmo Sr. ROBERT H. MCBRIDE
Embajador de los Estados Unidos de América
Paseo de la Reforma No. 305
México, D. F.

Translation

MEXICAN NATIONAL CENTER FOR DRUG DEPENDENCY RESEARCH
INSURGENTS SUR 1650 MEXICO 20, D.F.

JUNE 27, 1973

MR. AMBASSADOR:

I have the honor to reply to your letter of June 26, in which you inform me that the Government of the United States of America has agreed to provide CEMEF with a collection of reference works dealing with the field of drug abuse.

I understand that these books will be financed by a special grant of up to five thousand dollars and will be given to CEMEF for the purpose of contributing to Mexican research on drug abuse and to the current joint Mexican-United States effort to curb the illegal narcotics traffic across international boundaries.

I agree that your letter and this reply shall constitute an agreement between our two Governments and that these books shall be used for the purposes mentioned above.

I take this opportunity to renew to you the assurances of my distinguished consideration.

G. BELSASSO

Dr. Guido Belsasso

His Excellency
ROBERT H. MCBRIDE,
Ambassador of the United States of America,
Paseo de la Reforma No. 305,
Mexico, D.F.

BELGIUM

Mutual Defense Assistance

Agreement amending annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Brussels June 25 and 28, 1973;
Entered into force June 28, 1973.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 67 BRUSSELS, *June 25, 1973*

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 50 of April 18, 1973, [1] and to the Note dated June 14, 1973, [1] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Belgium [2] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1973. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1972 to June 30, 1973 and the text changed to reflect the actual administrative expenses foreseen in connection with carrying out the Mutual Defense Assistance Agreement. It is accordingly proposed that the text of Annex B be amended to read as follows:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium, in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Embassy at Luxembourg, not to exceed in total 9,257,664 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1972–June 30, 1973."

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[1] Not printed.
[2] TIAS 2010, 7381; 1 UST 1; 23 UST 1185.

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

ROBERT STRAUSZ-HUPÉ

His Excellency
RENAAT VAN ELSLANDE,
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DU
COMMERCE EXTÉRIEUR
LE MINISTRE DES
AFFAIRES ETRANGERES

BRUXELLES, *le 28-6-1973*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence du 25 juin 1973, n° 67, ayant pour objet la modification pour l'exercice fiscal 1972–73 de l'Annexe de l'Accord pour la défense mutuelle entre la Belgique et les Etats-Unis d'Amérique.

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

"En exécution du paragraphe 1 de l'article V de l'Accord d'aide pour la défense mutuelle, le Gouvernement belge, conjointement avec le Gouvernement luxembourgeois, déposera, lorqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et l'Ambassade des Etats-Unis à Luxembourg à l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, des francs belges et luxembourgeois, dont le total ne dépassera pas 9.257.644 francs belge et luxembourgeois, en vue du règlement des dépenses administratives en Belgique et au Luxembourg résultant de l'exécution de cet accord pour la période du 1er juillet 1972 au 30 juin 1973."

Je marque également mon accord pour considérer que la note de Votre Excellence en date du 25 juin 1973 et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui entrera en vigueur à la date de ce jour.

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

R. VAN ELSLANDE

R. Van Elslande

A Son Excellence
Monsieur R. STRAUSZ-HUPÉ,
Ambassadeur des Etats-Unis d'Amérique
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS AND FOREIGN TRADE
THE MINISTER OF FOREIGN AFFAIRS

BRUSSELS, *June 28, 1973*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 67 of June 25, 1973, concerning the revision, for fiscal year 1972-73, of the Annex to the Mutual Defense Assistance Agreement between Belgium and the United States of America.

I hereby inform Your Excellency that the Belgian Government considers the text transcribed below to be acceptable:

[For the English language text, see p. 1808.]

I also inform you that I agree that Your Excellency's note of June 25, 1973 and this reply shall constitute an agreement between the two Governments on this matter, which shall enter into force on today's date.

I avail myself of the opportunity, Mr. Ambassador, to renew to Your Excellency the assurance of my very high consideration.

R. VAN ELSLANDE

R. Van Elslande

His Excellency
R. STRAUSZ-HUPÉ,
Ambassador of the United States of America,
Brussels.

MEXICO

Colorado River Salinity

Agreement extending Minute No. 241 of the International Boundary and Water Commission, United States and Mexico, of July 14, 1972, as extended.
Effected by exchange of notes
Signed at México and Tlatelolco June 28, 1973;
Entered into force June 28, 1973.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 865

MEXICO, D.F., *June 28, 1973*

EXCELLENCY:

I have the honor to refer to Minute Number 241 of the IBWC approved by the Government of the United States of America and the Government of the United Mexican States on July 14, 1972, [1] entitled "Recommendations to Improve Immediately the Quality of Colorado River Waters Going to Mexico", and to the exchanges of notes between our Governments dated December 28, 1972, [2] and April 30, 1973, [3] extending the provisions of that Minute through June 30, 1973.

In view of the fact that both Governments will continue, beginning in the coming month of July, the talks which began in Mexico City during the current month, to consider the proposal which Secretary of State Rogers delivered to President Echeverria for a permanent, definitive, and just solution of the problem of salinity in accordance with the Joint Communique issued by Presidents Nixon and Echeverria on June 17, 1972, [4] I have the further honor to propose that the provisions of Minute Number 241 be extended through August 31, 1973, with the understanding that during the period July 1 through August 31, 1973, the United States would discharge a volume of

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[1] TIAS 7404; 23 UST 1286.
[2] TIAS 7561; *ante*, p. 450.
[3] TIAS 7622; *ante*, p. 1052.
[4] *Department of State Bulletin*, July 10, 1972, p. 66.

approximately 7,300 acre-feet (9,000,000 cubic meters) of drainage waters from the Wellton-Mohawk District to the Colorado River downstream from Morelos Dam and substitute therefor an equal volume of other waters to be discharged to the Colorado River above Morelos Dam.

Accordingly, if the Government of the United Mexican States is agreeable to such an extension, I propose that this note and the note in reply from Your Excellency communicating your Government's concurrence shall constitute an agreement between the Government of the United States of America and the Government of the United Mexican States extending the provisions of Minute Number 241 through August 31, 1973, provided, however, that this Minute may be superseded at an earlier date by a new agreement should the two Governments so desire.

Accept, Excellency, the assurances of my highest consideration.

ROBERT H MCBRIDE

Robert H. McBride
Ambassador

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Núm. 11104 TLATELOLCO, D. F., *a 28 de junio de 1973.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de su nota de esta fecha que a la letra dice:

"Tengo el honor de referirme al Acta Núm. 241 de la Comisión Internacional de Límites y Aguas, aprobada por el Gobierno de los Estados Unidos de América y por el Gobierno de los Estados Unidos Mexicanos el 14 de julio de 1972, titulada 'Recomendaciones para mejorar inmediatamente la calidad de las aguas del Río Colorado que llegan a México', y a los

canjes de notas entre nuestros Gobiernos fechados el 28 de diciembre de 1972 y el 30 de abril de 1973, para extender las disposiciones de esa Acta hasta el 30 de junio de 1973.

"En vista de que ambos Gobiernos continuarán, a partir del próximo mes de julio, las pláticas que iniciaron en la Ciudad de México a mediados del presente mes, para considerar la proposición que el Secretario de Estado Rogers entregó al Presidente Echeverría, para una solución permanente, definitiva y justa del problema de la salinidad, de acuerdo con el Comunicado Conjunto expedido por los Presidentes Nixon y Echeverría el 17 de junio de 1972, tengo asimismo el honor de proponer que las disposiciones del Acta Núm. 241 se extiendan hasta el 31 de agosto de 1973, en el entendido de que durante el período del 1o. de julio al 31 de agosto de 1973 los Estados Unidos descargarán al Río Colorado, aguas abajo de la Presa Morelos, un volumen de aproximadamente 7,300 acres pies (9,000,000 m^3) de las aguas de drenaje del Distrito de Wellton-Mohawk y lo sustituirán con un volumen igual de otras aguas, que serán descargadas al Río Colorado aguas arriba de la Presa Morelos.

"Consiguientemente, si el Gobierno de los Estados Unidos Mexicanos está de acuerdo con dicha extensión, propongo que esta nota y la nota de respuesta de Su Excelencia en la que me comunique la aceptación de su Gobierno, constituya un convenio entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos para extender las disposiciones del Acta Núm. 241 hasta el 31 de agosto de 1973; en la inteligencia, sin embargo, de que esta Acta puede darse por terminada en una fecha anterior mediante un nuevo acuerdo, si así lo acordaran los dos Gobiernos."

Me complazco en comunicar a Vuestra Excelencia que el Gobierno de México está de acuerdo con la proposición contenida en la nota transcrita y en que dicha nota y esta contestación a la misma, constituyan un convenio que extienda la vigencia del Acta Núm. 241 hasta el 31 de agosto de 1973 inclusive; a no ser que en una fecha anterior los dos Gobiernos la den por terminada mediante un nuevo acuerdo.

Reitero a Vuestra Excelencia las seguridades de mi muy alta y distinguida consideración.

E. O. RABASA

Excelentísimo señor
ROBERT HENRY MCBRIDE,
Embajador de los Estados Unidos de América,
Ciudad.

TIAS 7696

30-236 O - 75 - 38

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 11104 TLATELOLCO, D.F., *June 28, 1973*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note of this date, the text of which reads as follows:

[For the English language text, see p. 1811.]

I take pleasure in informing Your Excellency that the Government of Mexico concurs in the proposal contained in the note transcribed above, and agrees that the aforesaid note and this reply thereto shall constitute an agreement extending the provisions of Minute No. 241 through August 31, 1973, unless at an earlier date the two Governments decide that it shall be superseded by a new agreement.

I renew to Your Excellency the assurances of my very high and distinguished consideration.

E. O. RABASA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador of the United States of America,
Mexico, D.F.

MEXICO

Radio Broadcasting in the Standard Broadcast Band: Frequency Modulation Broadcasting in the 88 to 108 MHz Band

Agreement, with annexes, signed at Washington November 9, 1972;
Entered into force August 9, 1973.
With exchange of notes.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED MEXICAN STATES CONCERNING FREQUENCY MODULATION BROADCASTING IN THE 88 TO 108 MHz BAND

TIAS 7697

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AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE UNITED MEXICAN STATES
CONCERNING FREQUENCY MODULATION BROADCASTING
IN THE 88 TO 108 MHz BAND

PREAMBLE

The Government of the United States of America and the Government of the United Mexican States, being desirous of concluding an agreement concerning frequency modulation broadcasting in the 88 to 108 MHz band, have agreed as follows:

PART I

PURPOSE AND SCOPE

Article 1

Purpose

Section A. Sovereign right

Each Contracting Party hereby recognizes that the sovereign right of the other Party to use any of the channels in the 88 to 108 megahertz band is subject to the provisions of the International Telecommunications Convention[1] and to other applicable international agreements. The Contracting Parties also recognize that in the absence of technical resources that would make possible the elimination of harmful interference of an international character, an agreement between them becomes necessary in order that their respective broadcasting stations may operate in accordance with technical principles mutually satisfactory to both Parties.

Section B. Protection for the services

In the exercise of their sovereign rights, the United States of America and the United Mexican States hereby agree that any facilities and services established by them pursuant to the frequency allotments which they mutually accept at the time this Agreement is concluded, and any allotments or assignments that may be accepted in the future under the terms of this Agreement, shall be given the protection that is due them under the provisions of the said Agreement.

Section C. Equitable, effective use of the band

Both parties hereby declare that the equitable, effective use of the 88 to 108 megahertz band on either side of the common border and the protection of any facilities and services that may be

[1] TIAS 6267, 18 UST 575.

established in accordance with the mutually accepted frequency allotments are principal objectives of their respective governments and to that end they will seek to obtain the best coordination of the various technical elements involved in the development of the said facilities and services.

Section D. Compliance with the measures adopted

In order to attain the objectives indicated in Section C above, both Contracting Parties subscribe to this Agreement, which contains the measures that are to govern the relations between the United States of America and the United Mexican States in connection with the use of the 88 to 108 megahertz band, and they agree to take such action as may be necessary to insure compliance with the said measures by private operators or others recognized and authorized by them to establish and operate broadcasting stations in their respective territories.

Article 2

Scope

Section A. Application

This Agreement shall apply to the respective territories of both Parties included in the border area that is defined in Part II of this Agreement (see Article 3, Section B, paragraph 14)

Section B. Annexes

The Annexes appearing at the end of this Agreement shall form an integral part thereof. [1]

[1] See p. 1869.

PART II

DEFINITIONS, TERMS AND SYMBOLS

Article 3

Definitions, Terms and Symbols

Section A. Meaning

The definitions, terms and symbols used in this Agreement which are not defined in this Part either are defined in the Radio Regulations (Geneva, 1959, as revised to the date of this Agreement)[1] of the International Telecommunication Union and are used herein pursuant to such definitions, terms and symbols or are widely used and commonly accepted and are employed in this Agreement in accordance with their usual meaning.

Section B. Definitions and terms

1. Radio broadcasting in the 88 to 108 megahertz band: A broadcasting service which is provided in this portion of the metric wave band, the primary signal transmissions of which are intended for direct reception by the general public. In some cases, a secondary signal may be directed to one or several sectors of the public only, for example, multiplex transmission.
2. FM broadcast channel. A band of frequencies each of which is 200 kHz wide and is designated by its center frequency and channel number
3. Frequency modulation: A system of modulation where the instantaneous radio-frequency varies in proportion to the instantaneous amplitude of the modulating signal. The instantaneous radio frequency is independent of the frequency of the modulating signal.

[1] TIAS 4893, 5603, 12 UST 2377, 15 UST 887.

4. Frequency deviation: The instantaneous variation in frequency above and below the carrier frequency due to modulation.

5. Percentage modulation: A frequency deviation of ± 75 kHz represents 100 percent modulation.

6. FM stereophonic broadcast: The transmission of a stereophonic program by a single FM broadcast station using the main channel and a stereophonic sub-channel; this transmission permits compatible reception by monophonic receivers.

7 Stereophonic sub-channel: The frequency band from 23 to 53 kHz containing the stereophonic sub-carrier (38 kHz) and its associated side bands.

8. Multiplex transmission: The simultaneous transmission by a station of one or more programs in addition to regular broadcast programs within an FM broadcast channel.

9. FM broadcast translator station: A station in the broadcasting service operated for the purpose of retransmitting the signals of an FM broadcast station by means of direct frequency conversion and amplification of the incoming signal without significantly altering any characteristic of its incoming signal other than its frequency and amplitude.

10. FM booster station: A station operated in the broadcasting service for the sole purpose of retransmitting the signals of an FM broadcast station by amplifying and reradiating such signals which have been received directly through space, without significantly altering any characteristic of the incoming signal other than its amplitude.

11. Spurious emission: Emission on a frequency or frequencies which are outside of the band plus and minus 100 kHz on either side of the center frequency, and the level of which may be reduced without affecting the corresponding transmission of information. Spurious emissions include harmonic emissions, parasitic emissions and intermodulation products, but exclude emissions in the immediate vicinity of the said band which are a result of the modulation process for the transmission of information.

12. Effective radiated power: The power supplied to the antenna multiplied by the relative gain of the antenna in a given direction.

13. Height of the radiation center of the antenna above average terrain. The height of the radiation center of the antenna above sea level minus the average of the terrain heights above the sea level, from 2 to 10 miles (3 to 16 km) from the antenna for the eight directions spaced evenly for each 45 degrees of azimuth starting with true North. Where polarization other than horizontal is employed, the radiation center height shall be based upon the height of the electrical radiation center of the antenna which transmits the horizontal component of radiation.

14. Border area. The territory included within 199 mile (320 kilometer) strips on each side of the common border.

15. Class A station: A station which is primarily intended to render service to a relatively small community, city, or town, and to the surrounding rural areas.

16. Class B and Class C stations Stations which are primarily intended to render service to sizeable areas and to major cities or cities of an urban area, including the surrounding rural areas.

17 Class D station: A low-powered station operating in the band 88.1-91.9 MHz (channels 201 through 220)

18. Allotment: Provision for use of a specific channel identified with a particular community

19. Assignment: Authorized use of an allotment by an actual station.

20. Service range: When a station operates with the maximum parameters permitted for its class and at the minimum separation specified in Part IV, Article 6, Section C, the following theoretical protected service ranges will result:

Class	Distance in miles (km)	
A	15	(25)
B	40	(65)
C	65	(105)
D	2.5	(4)

Section C. Symbols

The symbols to be used in this Agreement will have the following meanings:

English Text	Spanish Text	Meaning
Hz	Hz	Hertz (c/s)
kHz	kHz	kilohertz (kc/s)
MHz	MHz	megahertz (Mc/s)
W	W	watt
kW	kW	kilowatt

ND	ND	omnidirectional or non-directional antenna
DA	AD	directional antenna
AHAAT	h	height of the radiation center of the antenna above average terrain
ERP	Pe	effective radiated power
PO	OP	present operation
Vide	Vide	see assignment on
PN	NP	previously notified but not implemented
H	H	horizontal polarization
V	V	vertical polarization

PART III

GENERAL TECHNICAL PRINCIPLES

Article 4

Identification, Separation, Distribution and Use of Channels

Section A. Identification

The channels of the 88 to 108 megahertz band are identified by their center frequency, also named main carrier, and channel number.

Section B. Separation and distribution

FM broadcast channels of the 88 to 108 MHz band are 200 kHz wide. Their center frequencies begin at 88.1 MHz and continue in successive steps up to and including 107.9 MHz as set forth in Annex I.

Section C. Use

1. Directional antennas

Directional antennas may be employed provided the maximum radiated powers in either the horizontal or vertical planes, in the

direction of the other country do not exceed those specified in Article 5, Section A, Subsection 6. The change in the field strength in the horizontal plane must not be greater than 2.0 dB within an angle of 10° to each side of the azimuth in the direction toward the station to be protected of the other country, if this is the case.

2. Stereophonic and multiplex transmissions

Stereophonic and multiplex transmissions may be employed. The instantaneous frequency of any multiplex subcarrier shall not exceed ± 75 kHz from the assigned center frequency

3. Low-powered booster and translator stations

a) Each Contracting Party may make assignments to booster stations with a transmitter power output of 10 watts or less provided that such stations are located within the service range of the station whose signal will be rebroadcast and provided that the retransmitted signal does not extend the service range of the originating station.

b) Each Contracting Party may make assignments to translator stations with a transmitter output power of 10 watts or less provided that such stations meet the minimum required separations for Class D stations set forth in Article 6, Section C, with respect to allotments or assignments within the other country

c) Either booster or translator stations will not be protected from interference and will not preclude future allotments. They shall be notified in accordance with the provisions of Article 11 of this Agreement, when located within 20 miles (32 km) from the common border.

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Article 5

Characteristics of Transmissions and Spurious Emissions

Section A. Characteristics of transmissions

The transmissions of stations operating in the 88 to 108 megahertz band shall have the following characteristics:

1. Classes of emission: F3 or F9.
2. Assigned bandwidth. 200 kilohertz (100 kilohertz on either side of the main carrier)
3. Frequency tolerance: 2 kilohertz.
4. Polarization: Horizontal polarization will be used. Vertical polarization may be used in combination with horizontal polarization in which case the effective radiated power of the vertical radiation component shall not be greater than the horizontal radiation component in any direction.
5. Determination of antenna power supplied: The power supplied to the antenna is determined at the antenna input terminals. In the case of a multi-element antenna, the power supplied to the system is determined at the input to the power distribution terminals.
6. Classification and maximum parameters of stations:

(a) Classes

Station	Maximum Effective Radiated Power in any direction	Height of the radiation center of the antenna above average terrain
Class A	3 kw	300 feet (90 m)
Class B	50 kw	500 feet (150 m)
Class C	100 kw	2000 feet (600 m)
Class D	20 watts	100 feet (30 m)

(b) Reduced parameters

Both parties may assign lesser parameters than specified in the table above. The assignment of a lower power shall not preclude an increase, at a later date, to the maximum parameters specified for the class of station concerned.

Section B. Spurious emissions

When the existence of radiated spurious emissions that will cause harmful interference to the services of one of the Contracting Parties becomes evident, the Party responsible for the station producing such radiation shall take appropriate measures to eliminate it or to reduce it to a level at which it ceases to be harmful.

PART IV

ALLOTMENT PLAN, SEPARATION AND LOCATION OF TRANSMITTERS

Article 6

Allotment Plan, Separation, and New Assignments

Section A. Operating channels

Each Contracting Party shall confine the operation of its stations to the channels appearing in the Table of Allotments in Annex II to this Agreement in accordance with mutually agreed characteristics. While this Agreement remains in force, new assignments may be made within the border area even though such assignments do not appear in Annex II, provided that those new assignments afford the protection to the allotments or assignments of the other Party in accordance with the provisions of this Agreement.

Section B. Height of the radiation center of the antenna and equivalence

The maximum effective radiated powers of the stations shall be limited to the values specified in Article 5, Section A, Subsection 6. Where antenna heights exceed those specified in Article 5, Section A, Subsection 6, the effective radiated power shall be reduced to the equivalent of the maximum parameters. For equivalence purposes the effective radiated power shall be determined by the use of appropriate curves in Annex IV

Section C. Separation

1. Minimum required separations between assignments of the respective Parties on the same and adjacent channels are as follows:

Classes of Stations	Separations in miles (km)			
	Co-channel	200 kHz	400 kHz	600 kHz
A to A	65 (105)	40 (65)	15 (25)	15 (25)
A to B	110 (175)	65 (105)	40 (65)	40 (65)
A to C	130 (210)	105 (170)	65 (105)	65 (105)
A to D	60 (95)	30 (50)	15 (25)	15 (25)
B to B	150 (240)	105 (170)	40 (65)	40 (65)
B to C	170 (270)	135 (215)	65 (105)	65 (105)
B to D	105 (170)	60 (95)	40 (65)	40 (65)
C to C	180 (290)	150 (240)	65 (105)	65 (105)
C to D	125 (200)	95 (155)	65 (105)	65 (105)
D to D	11 (18)	6 (10)	3 (5)	3 (5)

2. Miminum required separations between assignments of the respective Parties which are separated in frequency by 10.6 MHz or 10.8 MHz (53 or 54 channels) are as follows

Classes of Stations	Separation in miles (km)
A to A	5 (8)
A to B	10 (16)
A to C	20 (32)
A to D	5 (8)
B to B	15 (25)
B to C	25 (40)
B to D	10 (16)
C to C	30 (48)
C to D	15 (25)
D to D	2 (3)

3. Computation of distance

Distances shall be computed in accordance with Annex V.

Article 7

Location of Transmitter Sites

Transmitter sites shall be so located that the separations shall not be less than those set forth in Article 6, Section C above.

PART V

ALLOTMENT TABLES, EXISTING STATIONS AND LOCATION CHANGES IN THE TABLES OF ALLOTMENTS

Article 8

Allotment Tables

Annex II, Tables A and B contain allotments made to communities, towns and cities in the border area.

Article 9

Existing Stations

From the date this Agreement enters into force and while it is in effect, all stations within the border area must operate on the channels specified in Annex I of this Agreement.

Article 10

Station Location Changes in the Tables of Allotments

It is the desire of the Governments of the United States of America and the United Mexican States that station location changes may be made in the allotments in Tables A and B of Annex II when these changes would further the purposes of this Agreement and would be conducive to maintaining maximum efficiency in the use of FM channels.

PART VI

NOTIFICATION AND OFFICIAL LIST OF ASSIGNMENTS

Article 11

Notification Procedure

Section A. Notification and period for objection

Each Contracting Party shall notify to the other Party the characteristics of any station which it intends to operate. Such

notification may be made at any time but operation will only commence when the recipient Party does not object to it or until the period for objection has elapsed and the recipient Party has failed to object to it.

Each Contracting Party may object to a proposed assignment under the terms of this Agreement within 45 days after receipt of the notification. The objection will state, with as much particularity as the circumstances permit, the basis for the objection in order that the notifying Government may have an opportunity to meet the stated objections by suitable amendment of the notification.

Section B. Validity

To be valid, each station notified shall be in accordance with this Agreement.

Section C. Failure to object

When the Contracting Party that receives a notification fails to object to it within the 45 day period specified in Section A above, it shall be considered that such notification is accepted by said Party

Section D. Changes in operating characteristics

Except as specifically provided otherwise in this Agreement, changes in power, antenna characteristics, or location of the transmitter of an existing station may be made at any time, provided such changes are notified in accordance with this procedure and with other pertinent provisions of this Agreement.

Section E. Date of recording

The date of recording of a notification shall be determined by the date of receipt of the complete notification by the

pertinent agency for the exchange of notifications. For assignments appearing in the Initial List of Assignments, this date shall be the date of entry into force of this Agreement.

Section F New Assignments

When giving notification of a new assignment, the respective Contracting Parties shall furnish the following information:

Center frequency and channel number;

Call letters (may be notified later),

Location (city and state),

Geographic coordinates descriptive of the transmitter site (in degrees, minutes and seconds of latitude and longitude);

Class of station;

Effective radiated power;

Directional or non-directional antenna (H and/or V),

Type or model of antenna (dipole, multi-V, yagi, etc.),

Polarization;

Vertical plane radiation pattern when beam tilt is employed;

Height of electrical center of radiation above sea level,

Height of electrical center of radiation above average terrain from 2 to 10 miles (3 to 16 km) from the antenna;

Any additional information of the antenna system (i.e., pattern circularity, mechanical or electrical modifications to the antenna, etc.),

Expected date of commencement of operation.

When directional antennas are involved, horizontal and vertical plane radiation patterns and maximum radiation azimuth shall be supplied.

Section G. Changes in assignments

When giving notification of a change in the assignment of an existing station, the respective Contracting Parties shall furnish the following information:

Nature of change;

Date contemplated for making the change;

Any correction that must be made in the information furnished when the original notice was given.

Section H. Cancellation of assignments

When notification of the cancellation of an existing assignment is given, sufficient information must be furnished to identify the cancelled assignment, including:

Center frequency and channel number;

Station call,

Location (city and state),

Effective or contemplated date for cessation of operation.

The Contracting Party that gives notice of the cancellation of an assignment shall retain for its benefit the right to use the corresponding channel in accordance with the Plan for Allotments appearing in Annex II and with the other pertinent provisions of this Agreement.

Section I. Date of commencement or of cessation of operation

Each Contracting Party shall give notification of the date of actual commencement of operation of a station, the cessation of operation, or the completion of a change, within the 60 days following the said date. If such notification is not given, it shall be considered that the commencement of operation, cessation of operation, or change took place on the date contemplated.

Section J Assignments which appear in Initial List of Assignments

The assignments which appear in the Initial List of Assignments as specified in Section B of Article 12 shall be considered notified and in operation and the prior notification referred to in Section A of this Article shall not be required; but any subsequent change or cancellation shall be notified.

Section K. Agency for exchange of notifications

All notifications issued in accordance with the provisions of Section A of this Article and comments thereon must be transmitted by registered mail to the administrative agency or department which each of the Contracting Parties designates for performing the function of exchanging notifications.

Article 12

Official List of Assignments

Section A. Acceptance of the Initial List of Assignments

The Initial List of Assignments, which appears in Annex III of this Agreement and which contains the data concerning the assignments of both Parties that have been mutually recognized, is hereby accepted.

Section B. Establishment of the Official List of Assignments

Each Contracting Party shall prepare and transmit to the other Party during the first six months in which this Agreement is in effect, a list of its notified assignments in the border area, which shall contain:

a. The same information required in connection with a new assignment as in Section F of Article 11, and

b. The date of commencement of operation of each assignment. If operation commenced prior to 1969 it will be sufficient to so state.

The aforesaid list, which will constitute the first edition of the Official List of Assignments, will include data relating to the assignments appearing in the Initial List of Assignments and the assignments notified up to the date on which it is prepared. In case of discrepancy between the data on the Official List and the notified data, the notified data shall take precedence.

Section C. Revision of the List

1. Annual

The Contracting Parties shall exchange annual editions of the Official List through their respective agencies for exchange of notifications. The exchange shall take place, preferably, during the first three months of each year.

2. Supplementary

Between any two consecutive editions, each Contracting Party shall furnish the other Party with a supplementary list containing the notifications made during the six-month period following the date of the last edition.

PART VII

ENTRY INTO FORCE, DURATION, TERMINATION AND REVISION

Article 13

Entry into Force

This Agreement shall enter into force on the date on which the Government of the United Mexican States shall notify the Government of the United States of America in writing, by means of a note sent through diplomatic channels, that the necessary measures for this Agreement to take effect have been adopted in accordance with the constitutional procedures of the United Mexican States. [1]

[1] Aug. 9, 1973.

Article 14

Duration

Section A. Initial Period

This Agreement shall remain in force for a period of five years unless, before the end of such period, it is replaced by a new agreement between the Contracting Parties.

Section B. Extended Period

If not replaced by a new agreement before the expiration of the five-year period mentioned above or if not terminated at the expiration of that period in accordance with Article 15, this Agreement shall continue in force for a new five-year period, and for successive equal periods until it is replaced by a new agreement between the Contracting Parties or until it is terminated in conformity with the procedure prescribed in Article 15.

Article 15

Termination

Section A. Without Prior Consultation

Either Contracting Party may terminate this Agreement at the expiration of the initial five-year period or at any time thereafter by a written notice of termination to the other Party, transmitted through diplomatic channels. The termination shall take effect at the expiration of the initial five-year period if the date of receipt of such notice is at least one year prior thereto or shall take effect at any time after the expiration of that period one year after the date of receipt of such notice.

Section B. Prior Consultation

If either Contracting Party considers that the other Party is acting or has acted in a manner that is incompatible with the provisions of this Agreement, consultations on the matter shall be held between the Parties. In the event that the said consultations fail to lead to a solution of the problem to the satisfaction of both Parties, the complaining Party may proceed to terminate this Agreement. The termination shall take effect ninety days after the date of receipt of the pertinent written notice, transmitted through diplomatic channels.

Article 16

Revision

Changes in or additions to the technical principles, including computations, and notification procedures may be made through interchange of diplomatic notes whenever such changes and additions prepared jointly by officials of the Contracting Parties have been approved by the administrative agency or department of each Party having jurisdiction in these matters.

Among such changes or additions the revision of the Plan for Allotments appearing in Annex II may be included, and in doing so the provisions of Part I, Article 1, Section C (equitable, effective use of the band) shall be taken into consideration so that the amendments to be introduced will maintain the balance between the Tables of which the aforementioned Annex is composed.

CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA
Y LOS ESTADOS UNIDOS MEXICANOS
RELATIVO A LA RADIODIFUSION EN FRECUENCIA MODULADA
EN LA BANDA DE 88 A 108 MHz

TIAS 7697

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CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA
Y LOS ESTADOS UNIDOS MEXICANOS
RELATIVO A LA RADIODIFUSION EN FRECUENCIA MODULADA
EN LA BANDA DE 88 A 108 MHz

PREAMBULO

El Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos, deseosos de concluir un convenio relativo a la radiodifusión en frecuencia modulada en la banda de 88 a 108 MHz, han convenido en lo siguiente:

PARTE I

FINALIDAD Y ALCANCE

Artículo 1

Finalidad

Sección A. Derecho soberano

Cada Parte Contratante reconoce que el derecho soberano de la otra a usar cualquiera de los canales de la banda de 88 a 108 MHz está sujeto a las disposiciones del Convenio Internacional de Telecomunicaciones y a otros acuerdos internacionales aplicables. Las Partes Contratantes reconocen también que, a falta de recursos técnicos que permitan la eliminación de la interferencia perjudicial de carácter internacional, se hace necesario un acuerdo entre ellas a fin de que el funcionamiento de sus respectivas estaciones de radiodifusión se ajuste a principios técnicos satisfactorios para ambas.

Sección B. Protección a los servicios

En ejercicio de sus derechos soberanos, los Estados Unidos de América y los Estados Unidos Mexicanos convienen que en cualesquier facilidades y servicios que establezcan en aplicación de las adjudicaciones de frecuencias que mutuamente acepten, en ocasión de la celebración de este Convenio, y cualesquiera adjudicaciones o asignaciones que puedan ser aceptadas en el futuro bajo los términos de este Convenio, serán motivo de la protección que les corresponde de acuerdo con las disposiciones de dicho Convenio.

Sección C. Uso equitativo y eficaz de la banda

Ambas Partes declaran que son objetivos principales de sus gobiernos respectivos el uso equitativo y eficaz de la banda de 88 a 108 MHz a cada lado de la frontera común y la protección de las facilidades y los servicios que se establezcan de acuerdo con las adjudicaciones de frecuencias mutuamente aceptadas, procurando para ello obtener la mejor coordinación de los diferentes elementos técnicos

involucrados en el desarrollo de dichas instalaciones y servicios.

Sección D. Observancia de las medidas adoptadas

Para alcanzar los objetivos señalados en la Sección C anterior, ambas Partes Contratantes suscriben este Convenio, que contiene las medidas que habrán de regir las relaciones entre los Estados Unidos de América y los Estados Unidos Mexicanos para el uso de la banda de 88 a 108 MHz, y convienen en ejercer la acción que sea necesaria para asegurar la observancia de dichas medidas por parte de las agencias privadas de operación u otras reconocidas y autorizadas por ellas para establecer y operar estaciones de radiodifusión en sus respectivos territorios.

Artículo 2

Alcance

Sección A. Aplicación

El presente Convenio se aplica a los respectivos territorios de ambas Partes, comprendidos dentro de la zona fronteriza que se define en la Parte II de este Convenio (véase el Artículo 3, Sección B, párrafo 14).

Sección B. Anexos

Los Anexos que figuran al final de este Convenio, son parte integrante del mismo.

PARTE III

DEFINICIONES, TERMINOS Y SIMBOLOS

Artículo 3

Definiciones, Términos y Símbolos

Sección A. Significado

Las definiciones, términos y símbolos usados en el presente Convenio que no están definidos en esta Parte, pero que están

definidos en el Reglamento de Radiocomunicaciones (Ginebra, 1959, y revisiones hasta la fecha de este Convenio) de la Unión Internacional de Telecomunicaciones o que son ampliamente usados y comúnmente aceptados, se emplean en este Convenio de acuerdo con las definiciones, términos y símbolos de dicho Reglamento o con su signficado usual.

Sección B. Definiciones y términos

1. Radiodifusión en la banda de 88 a 108 MHz: Servicio de radiodifusión que se desarrolla en esta porción de la banda de ondas métricas, cuya señal primaria de las emisiones está destinada a la recepción directa por el público en general. En algunos casos, una señal secundaria puede estar destinada a uno o varios sectores del público, como por ejemplo, la transmisión múltiplex.
2. Canal de radiodifusión en FM: Una banda de frecuencias de 200 kHz de anchura, designada por su frecuencia central y número de canal.
3. Modulación de frecuencia: Un sistema de modulación en el que la radiofrecuencia instantánea varía en proporción a la amplitud instantánea de la señal moduladora. La radiofrecuencia instantánea es independiente de la frecuencia de la señal moduladora.
4. Desviación de frecuencia. La variación instantánea de la frecuencia, arriba y abajo de la frecuencia portadora, resultante de la modulación.
5. Porcentaje de modulación: Una excurisión de frecuencia de ± 75 kHz representa el 100% de modulación.
6. Radiodifusión estereofónica en FM: La transmisión de un programa estereofónico por una estación sencilla de radiodifusión en FM, empleando el canal principal y un subcanal esteorofónico; esta transmisión permite la recepción compatible en los receptores monofónicos.

7 Subcanal estereofónico: La banda de frecuencias de 23 a 53 kHz que contiene la subportadora estereofónica (38kHz) y sus bandas laterales asociadas.

8. Transmisión múltiplex: La transmisión simultánea, por una estación de uno o más programas adicionales a los programas regulares de radiodifusión, dentro de un canal de radiodifusión en FM.

9. Estación trasladora de radiodifusión en FM: Una estación en el servicio de radiodifusión operada con la finalidad de retransmitir las señales de una estación de radiodifusión en FM, mediante la conversión directa de frecuencia y la amplificación de la señal recibida, sin alterar substancialmente cualquier característica de la señal recibida aparte de su frecuencia y amplitud.

10. Estación minitransmisora en FM: Una estación operada en el servicio de radiodifusión con el único propósito de retransmitir las señales de una estación de radiodifusión en FM mediante la amplificación y re-radiación de tales señales que han sido recibidas directamente a través del espacio, sin alterar substancialmente cualquier característica de la señal recibida aparte de su amplitud.

11. Radiación no esencial. Radiación en una frecuencia o frecuencias situadas fuera de la banda de más y menos 100 kHz a cada lado de la frecuencia central, cuyo nivel puede reducirse sin influir en la transmisión de la información correspondiente. Las radiaciones armónicas, las radiaciones parásitas y los productos de intermodulación están comprendidos en las radiaciones no esenciales, pero no las radiaciones en la proximidad inmediata de los límites de la banda necesaria resultantes del proceso de modulación requerido para la transmisión de la información.

12. Potencia radiada aparente: La potencia suministrada a la antena multiplicada por la ganancia relativa de la antena, en una

dirección dada.

13. Altura del centro de radiación de la antena sobre el terreno promedio: La altura del centro de radiación de la antena sobre el nivel del mar menos el promedio de las alturas del terreno sobre el nivel del mar, entre 3 y 16 km (2 y 10 millas) para ocho direcciones espaciadas igualmente cada 45° acimut, comenzando con el Norte verdadero. Cuando se emplee otra polarización diferente a la horizontal, la altura del centro de radiación de la antena estará basada en la altura del centro eléctrico de radiación de la antena que transmite la componente horizontal de radiación.

14. Zona fronteriza: Es el territorio comprendido dentro de una franja de 320 kilómetros (199 millas) a ambos lados de la frontera común.

15. Estación Clase A. Una estación que está destinada a prestar servicio, principalmente, a poblaciones o ciudades relativamente pequeñas y a las áreas rurales contiguas a las mismas.

16. Estaciones Clase B y C: Estaciones que están destinadas a prestar servicio, principalmente, en áreas más o menos extensas y a ciudades importantes o ciudades de un área urbana, incluyendo las áreas rurales contiguas a dichas poblaciones.

17 Estación Clase D: Una estación de baja potencia que opera en la banda de 88.1 a 91.9 MHz (canales 201 a 220)

18. Adjudicación: Provisión para el uso de un canal específico identificado con una población en particular

19. Asignación: Uso autorizado de una adjudicación por una estación existente.

20. Alcance de servicio: Cuando una estación opere con los parámetros máximos permitidos para su clase y con la mínima separación especificada en la Parte IV, Artículo 6, Sección C, resultarán los alcances de servicio protegidos teóricos siguientes.

Estación clase	Alcance en km (millas)	
A	25	(15)
B	65	(40)
C	105	(65)
D	4	(2.5)

Sección C. Símbolos

Los símbolos a emplearse en este Convenio tendrán el significado siguiente:

Texto inglés	Texto español	Significado
Hz	Hz	Hertz (c/s)
kHz	kHz	Kilohertz (kc/s)
MHz	MHz	megahertz (Mc/s)
W	W	watt
kW	kW	kilowatt
ND	ND	antena omnidireccional o no direccional
DA	AD	antena direccional
AHAAT	h	altura del centro de radiación de la antena sobre el terreno promedio
ERP	Pe	potencia radiada aparente
PO	OP	operación actual
Vide	Vide	véase la asignación en
PN	NP	notificada previamente, pero no puesta en servicio
H	H	polarización horizontal
V	V	polarización vertical

PARTE III

PRINCIPIOS TECNICOS GENERALES

Artículo 4

Identificación, Separación, Distribución y Uso de Canales

Sección A. Identificación

Los canales de la banda de 88 a 108 MHz se identifican por su frecuencia portadora central, también llamada portadora principal, y por el número de canal.

Sección B. Separación y distribución

Los canales de radiodifusión en FM de la banda de 88 a 108 MHz son de 200 kHz de anchura. Sus frecuencias centrales comienzan en 88.1 MHz y continúan sucesivamente hasta la de 107.9 MHz como se indica en el Anexo I.

Sección C. Uso

1. Antenas direccionales

Pueden emplearse antenas direccionales a condición de que la máxima potencia radiada en los planos horizontal o vertical, en la dirección hacia el otro país, no exceda a la especificada en el Artículo 5, Sección A, Subsección 6. La variación de la intensidad de campo en el plano horizontal no será mayor a 2.0 db dentro de un ángulo de 10° a cada lado del acimut en la dirección de la estación a proteger del otro país, si éste es el caso.

2. Transmisiones estereofónicas y múltiplex

Pueden emplearse transmisiones estereofónicas y múltiplex. La frecuencia instantánea de cualquier subportadora múltiplex no deberá exceder ± 75 kHz de la frecuencia central asignada.

3. Estaciones minitransmisoras y trasladoras de baja potencia

a) Cada Parte Contratante podrá hacer asignaciones a estaciones minitransmisoras con una potencia máxima de 10 W, suministrada

a la línea de alimentación de la antena, siempre que se ubiquen dentro del alcance de servicio de la estación cuya señal vayan a retransmitir y que la señal retransmitida no amplíe el alcance de servicio de la estación original.

b) Cada Parte Contratante podrá hacer asignaciones a estaciones trasladoras con una potencia máxima de 10 W, suministrada a la línea de alimentación de la antena, siempre que tales estaciones satisfagan las separaciones mínimas requeridas para estaciones Clase B señaladas en el Artículo 6, Sección C, con respecto a las adjudicaciones o asignaciones dentro del otro país.

c) Tanto las estaciones minitransmisoras como transladoras, no gozarán de protección contra interferencia y no impedirán futuras adjudicaciones. Deberán notificarse, de acuerdo con las disposiciones del Artículo 11 del presente Convenio, cuando se ubiquen en la franja de 32 km (20 millas) a cada lado de la frontera común.

Artículo 5

Características de las Emisiones y Radiaciones no Esenciales

Sección A. Características de las emisiones

Las emisiones de las estaciones que operen en la banda de 88 a 108 MHz tendrán las características siguientes:

1. Clases de emisión: F3 o F9
2. Anchura de banda asignada: 200 kHz (100 kHz a cada lado de la portadora principal)
3. Tolerancia de frecuencia. 2 kHz
4. Polarización: Se utilizará polarización horizontal. Puede emplearse polarización vertical en combinación con polarización horizontal, en cuyo caso la potencia radiada aparente de la componente de radiación vertical no deberá ser mayor que la de la

componente de radiación horizontal en cualquier dirección.

5. Determinación de la potencia suministrada a la antena. La potencia suministrada a la antena se determina en la terminal de entrada a la misma. En el caso de una antena con elementos múltiples, la potencia suministrada al sistema se determina a la entrada de la terminal de distribución de potencia.

6. Clasificación y parámetros máximos de las estaciones:

a) Clases.

Estación	Máxima potencia radiada aparente en cualquier dirección	Altura del centro de radiación de la antena sobre el terreno promedio
Clase A	3 kW	90 m (300')
Clase B	50 kW	150 m (500')
Clase C	100 kW	600 m (2000')
Clase D	20 W	30 m (100')

b) Parámetros reducidos:

Ambas Partes podrán asignar parámetros inferiores a los especificados en el párrafo anterior La asignación de potencias inferiores no impedirá el aumento, en una fecha posterior, a los máximos parámetros especificados para la clase de estación de que se trate.

Sección B. Radiaciones no esenciales

Cuando se ponga de manifiesto la existencia de radiaciones no esenciales que causen interferencia perjudicial a los servicios de una de las Partes Contratantes, la Parte responsable de la estación que produce dichas radiaciones deberá tomar las medidas apropiadas para suprimirlas o reducirlas a un nivel en que dejen de ser perjudiciales.

PARTE IV

PLAN DE ADJUDICACIONES, SEPARACION Y UBICACION DE LOS TRANSMISORES

Artículo 6

Plan de Adjudicaciones, Separación y Nuevas Asignaciones

Sección A. Canales de Operación

Cada Parte Contratante ajustará la operación de sus respectivas estaciones a los canales que figuran en el Cuadro de Adjudicaciones del Anexo II a este Convenio, de conformidad con las características mutuamente convenidas. Durante la vigencia de este Convenio pueden efectuarse nuevas asignaciones dentro de la zona fronteriza, aunque tales asignaciones no figuren en el Anexo II, a condición de que estas nuevas asignaciones proporcionen, a las adjudicaciones o asignaciones de la otra Parte, la protección que les corresponde de acuerdo con las disposiciones de este Convenio.

Sección B. Altura del centro de radiación de la antena y equivalencia

Las máximas potencias radiadas aparentes de las estaciones se limitarán a los valores especificados en el Artículo 5, Sección A (párrafo 6) Cuando se excedan los valores de alturas de antena especificados en el citado párrafo, la potencia radiada aparente se reducirá a la equivalente a los parámetros máximos. Para los fines de equivalencia, la potencia radiada aparente se determinará mediante el empleo de las curvas apropiadas del Anexo IV.

Sección C. Separación

1. Las separaciones mínimas requeridas entre asignaciones de las Partes respectivas en el mismo canal y en canales adyacentes son las siguientes:

Clases de estaciones	Separación en kilómetros (millas)			
	Mismo canal	A 200 kHz	A 400 kHz	A 600 kHz
A con A	105 (65)	64 (40)	25 (15)	25 (15)
A con B	175 (110)	105 (65)	65 (40)	65 (40)
A con C	210 (130)	170 (105)	105 (65)	105 (65)
A con D	95 (60)	50 (30)	25 (15)	25 (15)
B con B	240 (150)	170 (105)	65 (40)	65 (40)
B con C	270 (170)	215 (135)	105 (65)	105 (65)
B con D	170 (105)	95 (60)	65 (40)	65 (40)
C con C	290 (180)	240 (150)	105 (65)	105 (65)
C con D	200 (125)	155 (95)	105 (65)	105 (65)
D con D	18 (11)	10 (6)	5 (3)	5 (3)

2. Las separaciones mínimas requeridas entre asignaciones de las Partes respectivas cuya separación de frecuencia sean de 10.6 o de 10.8 MHz (o sea una separación de 53 o de 54 canales respectivamente) son las siguientes:

Clases de estaciones	Separación en kilómetros (millas)
A con A	8 (5)
A con B	16 (10)
A con C	32 (20)
A con D	8 (5)
B con B	25 (15)
B con C	40 (25)
B con D	16 (10)
C con C	48 (30)
C con D	25 (15)
D con D	3 (2)

3. Cálculo de la distancia

Las distancias se calcularán de acuerdo con el Anexo V

Artículo 7

Ubicación de los Transmisores

Los transmisores se ubicarán en tal forma que las separaciones no sean inferiores a las establecidas en el Artículo 6, Sección C.

PARTE V

CUADROS DE ADJUDICACIONES, ESTACIONES EXISTENTES Y CAMBIOS DE UBICACION EN LOS CUADROS DE ADJUDICACIONES

Artículo 8

Cuadros de Adjudicaciones

Los Cuadros A y B del Anexo II contienen las adjudicaciones hechas a las poblaciones y ciudades en la zona fronteriza.

Artículo 9

Estaciones Existentes

A partir de la fecha de entrada en vigor de este Convenio y durante su vigencia, todas las estaciones dentro de la zona fronteriza deben operar en los canales especificados en el Anexo I a este Convenio.

Artículo 10

Cambios de Ubicación de las Estaciones de los Cuadros de Adjudicaciones

Es el deseo de los Gobiernos de Los Estados Unidos de América y de los Estados Unidos Mexicanos que puedan efectuarse cambios de ubicación en las estaciones de las adjudicaciones en los Cuadros A y B del Anexo II cuando estos cambios fomentaran las finalidades de este Convenio y condujeran a mantener la máxima eficiencia en el empleo de los canales de FM.

PARTE VI

NOTIFICACION Y LISTA OFICIAL DE ASIGNACIONES

Artículo 11

Procedimiento de Notificación

Sección A. Notificación y período para objeción

Cada Parte Contratante deberá notificar a la otra Parte las características de toda estación que pretenda operar Dicha notificación puede hacerse en cualquier tiempo, pero la operación se iniciará sólo cuando la Parte que reciba la notificación no la objete o hasta que haya transcurrido el período de objeción y ésta no haya sido presentada.

Cada una de las Partes Contratantes, dentro de los 45 días siguientes a la fecha de recepción de una notificación, puede objetarla bajo los términos de este Convenio. La objeción establecerá con tantos detalles como las circunstancias lo permitan, los fundamentos de la objeción para que el Gobierno notificante pueda tener oportunidad de eliminar las objeciones mediante enmiendas adecuadas a la notificación.

Sección B. Validez

Para que sea válida, cada estación notificada deberá estar de conformidad con este Convenio.

Sección C. Omisión a objetar

Cuando la Parte Contratante que reciba una notificación omita objetarla dentro del período de 45 días especificado en la Sección A de este Artículo, se considerará que tal notificación es aceptada por dicha Parte.

Sección D. Cambios en las características de operación

Excepto que se prevea específicamente en otra forma en este Convenio, los cambios de potencia, de características de la antena o de ubicación de la planta transmisora de una estación existente

podrán hacerse en cualquier tiempo, siempre que tales cambios sean notificados de acuerdo con este procedimiento y con las demás disposiciones pertinentes del presente Convenio.

Sección E. Fecha de registro

La fecha de registro de una notificación será determinada por la fecha de recibo, por la correspondiente agencia de intercambio de notificaciones, de la notificación completa. Para las asignaciones que figuran en la Lista Inicial de Asignaciones, esta fecha será la de entrada en vigor del presente Convenio.

Sección F Nuevas asignaciones

Al hacer la notificación de una nueva asignación, la Parte Contratante respectiva deberá proporcionar la información siguiente:

Frecuencia central y número de canal,

Distintivo de llamada (puede notificarse posteriormente),

Ubicación (ciudad y estado),

Coordenadas geográficas del lugar de ubicación de la planta transmisora (en grados, minutos y segundos de latitud y longitud),

Clase de estación;

Potencia radiada aparente;

Antena direccional o no direccional (H y/o V),

Tipo o modelo de antena (dipolo, multi-V, yagi, etc.),

Polarización;

Patrón de radiación en el plano vertical cuando se realice una inclinación del haz;

Altura del centro eléctrico de radiación sobre el nivel del mar;

Altura del centro eléctrico de radiación con relación al nivel promedio del terreno entre 3 y 16 km (2 y 10 millas),

30-236 O 75 41

Cualquier información adicional del sistema de antena (por ejemplo, circularidad del patrón, modificaciones mecánicas o eléctricas a la antena, etc.),

Fecha prevista de puesta en servicio.

Cuando se trate de antenas direccionales, se proporcionarán también los patrones de radiación en los planos horizontal y vertical y el acimut de máxima radiación.

Sección G. Modificaciones

Al hacer la notificación de un cambio en la asignación de una estación existente, la Parte Contratante respectiva proporcionará la siguiente información:

Naturaleza del cambio;

Fecha prevista para realizar el cambio;

Toda enmienda que deba hacerse en la información proporcionada al hacer la notificación original.

Sección H. Anulaciones

Al notificar la anulación de una estación existente, se deberá proporcional la información suficiente para identificar la estación suprimida, incluyendo:

Frecuencia central y número de canal,

Distintivo de llamada;

Ubicación (ciudad y estado),

Fecha efectiva o prevista del cese de operación.

La Parte Contratante que notifique la anulación de una estación, retendrá a su favor el derecho para el uso del canal correspondiente de acuerdo con el Plan de Adjudicaciones que figura en el Anexo II y con las demás disposiciones pertinentes de este Convenio.

Sección I. Fecha de puesta en servicio o de cese del mismo

Cada Parte Contratante deberá notificar la fecha de puesta en servicio de una estación, del cese de operación o de la realización de un cambio, dentro de los 60 días siguientes a dicha fecha. Si tal notificación no se lleva a cabo, se considerará que la puesta en servicio, el cese de operación o el cambio tuvo lugar en la fecha prevista.

Sección J Asignaciones que figuran en la Lista Inicial de Asignaciones

Las asignaciones que figuran en la Lista Inicial de Asignaciones especificada en la Sección B del Artículo 12 se consideran notificadas y en operación y no se requerirá la notificación previa a la que se refiere la Sección A de este Artículo; pero sí deberá notificarse cualquier modificación o anulación.

Sección K. Agencia de Intercambio de Notificaciones

Toda notificación que se haga de conformidad con las disposiciones contenidas en la Sección A de este Artículo, y los comentarios subsiguientes, deberá remitirse a la agencia administrativa o departamento que designe cada una de las Partes Contratantes para llevar a cabo la función de intercambio de notificaciones.

Artículo 12

Lista Oficial de Asignaciones

Sección A. Reconocimiento de la Lista Inicial de Asignaciones

Queda aceptada la Lista Inicial de Asignaciones que figura en el Anexo III a este Convenio, que contiene los datos de las estaciones de ambas Partes que han sido mutuamente reconocidas.

Sección B. Establecimiento de la Lista Oficial de Asignaciones

Cada Parte Contratante elaborará y remitirá a la otra Parte, durante los primeros seis meses de vigencia del presente Convenio,

una lista de sus estaciones notificadas en la zona fronteriza, la que contendrá la siguiente información:

a) La misma información requerida en relación con una nueva asignación como se indica en la Sección F del Artículo 11, y

b) La fecha de puesta en servicio de cada asignación. Si la puesta en servicio es anterior a 1969 será suficiente manifestarlo.

Dicha lista, que constituirá la primera edición de la Lista Oficial de Asignaciones, incluirá los datos relativos a las estaciones que figuran en la Lista Inicial de Asignaciones y las asignaciones notificadas hasta la fecha de su elaboración. En caso de discrepancia entre los datos consignados en la Lista Oficial y los notificados, prevalecerán los datos notificados.

Sección C. Revisión de la Lista

1. Anual

Las Partes Contratantes intercambiarán ediciones anuales de la Lista Oficial, a través de sus respectivas agencias de intercambio de notificaciones. Preferentemente, el intercambio tendrá lugar durante los tres primeros meses de cada año.

2. Suplementaria

Entre dos ediciones consecutivas, cada Parte Contratante proporcionará a la otra Parte una lista suplementaria que contenga las notificaciones hechas durante el período de seis meses siguientes a la fecha de la última edición.

PARTE VII

ENTRADA EN VIGOR, DURACION, TERMINACION Y MODIFICACION

Artículo 13

Entrada en Vigor

El presente Convenio entrará en vigor en la fecha en que el Gobierno de los Estados Unidos Mexicanos comunique al Gobierno de los Estados Unidos de América, en nota escrita cursada por la vía diplomática, que se han adoptado las medidas necesarias, de conformidad con los procedimientos constitucionales de los Estados Unidos Mexicanos, para que surta efectos el Convenio.

Artículo 14

Duración

Sección A. Período inicial

El presente Convenio permanecerá en vigor durante un período de cinco años, a menos que, antes del fin de dicho período, se reemplace por un nuevo convenio entre las Partes Contratantes.

Sección B. Período ampliado

Si este Convenio no es reemplazado por uno nuevo antes de expirar el período de cinco años a que se refiere la Sección anterior, o si no se ha dado por terminado a la expiración de dicho período de conformidad con el Artículo 15, se entenderá renovado por un nuevo período de cinco años y así sucesivamente por períodos iguales, hasta que sea reemplazado por un nuevo convenio entre las Partes Contratantes o hasta que se dé por terminado de conformidad con las disposiciones del Artículo 15.

Artículo 15

Terminación

Sección A. Sin consulta previa

Cualquiera de las Partes Contratantes puede dar por terminado este Convenio a la expiración del período inicial de cinco años o en cualquier tiempo después del período inicial, mediante aviso escrito de terminación a la otra Parte cursado por la vía diplomática. La terminación surtirá efectos a la expiración del período inicial de cinco años si la fecha de recibo del aviso es por lo menos un año anterior a la expiración de dicho período, o surtirá efectos en cualquier tiempo después de la expiración del período inicial de cinco años, un año después de la fecha de recibo de tal aviso.

Sección B. Previa consulta

Si cualquiera de las Partes Contratantes considera que la otra actúa o ha actuado en una forma incompatible con las disposiciones de este Convenio, se llevarán a cabo consultas al respecto entre las Partes. En el caso de que dichas consultas no den como resultado la solución del problema a satisfacción de ambas Partes, la Parte quejosa podrá proceder a dar por terminado el presente Convenio, en cuyo caso la terminación surtirá efectos noventa días después de la fecha de recibo del aviso escrito correspondiente, cursado por la vía diplomática.

Artículo 16

Modificación

Pueden llevarse a cabo cambios o adiciones a los principios técnicos, incluyendo los cálculos y los procedimientos de notificación, mediante intercambio de notas diplomáticas, cuando dichos cambios o adiciones, preparados conjuntamente por funcionarios de las

Partes Contratantes, hayan sido aprobados por la agencia administrativa o departamento que en cada una de las Partes tenga jurisdicción en estas cuestiones.

Dentro de dichos cambios o adiciones puede incluirse la revisión del Plan de Adjudicaciones que figura en el Anexo II, para cuyo fin se tendrán en cuenta las disposiciones de la Parte I, Artículo 1, Sección C (Uso equitativo y eficaz de la banda) con el objeto de mantener el balance entre los Cuadros que integran el citado Anexo.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Agreement.

DONE in duplicate, in the English and Spanish languages, each having equal authenticity, at Washington this ninth day of November 1972.

EN FE DE LO CUAL, los Plenipotenciarios respectivos firman el presente Convenio.

HECHO en duplicado, en los idiomas inglés y español, ambos textos igualmente auténticos, en Washington el día nueve de noviembre de 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

[1]

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

[2]

[1] William P Rogers
[2] Olloqui

ANEXO I
(ANNEX I)

CANALES DE RADIODIFUSION EN FM
(FM BROADCAST CHANNELS)

Frecuencia (MHz) (Frequency)	Canal No. (Channel)	Frecuencia (MHz) (Frequency)	Canal No. (Channel)
88.1	201	92.3	222
88.3	202	92.5	223
88.5	203	92.7	224
88.7	204	92.9	225
88.9	205	93.1	226
89.1	206	93.3	227
89.3	207	93.5	228
89.5	208	93.7	229
89.7	209	93.9	230
89.9	210	94.1	231
90.1	211	94.3	232
90.3	212	94.5	233
90.5	213	94.7	234
90.7	214	94.9	235
90.9	215	95.1	236
91.1	216	95.3	237
91.3	217	95.5	238
91.5	218	95.7	239
91.7	219	95.9	240
91.9	220	96.1	241
92.1	221	96.3	242

Frecuencia (MHz) (Frequency)	Canal No. (Channel)	Frecuencia (MHz) (Frequency)	Canal No. (Channel)
96.5	243	101.1	266
96.7	244	101.3	267
96.9	245	101.5	268
97.1	246	101.7	269
97.3	247	101.9	270
97.5	248	102.1	271
97.7	249	102.3	272
97.9	250	102.5	273
98.1	251	102.7	274
98.3	252	102.9	275
98.5	253	103.1	276
98.7	254	103.3	277
98.9	255	103.5	278
99.1	256	103.7	279
99.3	257	103.9	280
99.5	258	104.1	281
99.7	259	104.3	282
99.9	260	104.5	283
100.1	261	104.7	284
100.3	262	104.9	285
100.5	263	105.1	286
100.7	264	105.3	287
100.9	265	105.5	288

Frecuencia (MHz) (Frequency)	Canal No. (Channel)
105.7	289
105.9	290
106.1	291
106.3	292
106.5	293
106.7	294
106.9	295
107.1	296
107.3	297
107.5	298
107.7	299
107.9	300

ANEXO II
(ANNEX II)
PLAN DE ADJUDICACIONES
(ALLOTMENT PLAN)
CUADRO A
(PART A)
ESTADOS UNIDOS MEXICANOS
(UNITED MEXICAN STATES)

Notas

1/ Adjudicación negociada especialmente con separación inferior a la establecida. La estación puede ser operada con parámetros máximos.

2/ Operación limitada a : Pe = 2 kW h = 61 m a 330° (norte verdadero) o su equivalente (94 dbu en la frontera)F(50-50).

3/ Operación limitada a: Pe = 0.400 kW h = 50 m a 347° (norte verdadero) o su equivalente (82 dbu en la frontera)F(50-50).

Legend

1/ Specially negotiated allotment with less separation than established. Station may operate with maximum facilities.

2/ Limited to 200 feet above average terrain and 2 kilowatts at 330 degrees (True North), or equivalent (94 dbu at border) (F 50,50).

3/ Limited to 164 feet above average terrain and 400 watts at 347 degrees (True North), or equivalent (82 dbu at border) (F 50,50).

ESTADO (State)	CANAL NO. (CHANNEL)
BAJA CALIFORNIA	
Ciudad Morelos	288A 214B, 296B
Ensenada	206A, 221A, 234A, 238A, 250A, 254A 245B, 262B, 266B 238C, 290C
Mexicali	285A 210B, 218B, 222B, 270B, 277B 281C

Estado (State)	Canal No. (Channel)
Rosario	268B, 272B, 276B, 280B, 292B, 296B 300B 288C
San Felipe	202B, 206B, 230B, 234B, 238B, 246B
San Quintin	236B, 240B, 244B, 248B, 256B, 260B 264B 252C
San Telmo	204B, 220B, 224B, 232B
Santa Catarina	250B, 254B, 258B, 262B, 266B, 270B, 274B, 282B
Tecate	299A
Tijuana	204A, 233A 2/, 239A, 255A, 259A, 297A 223B, 273B 3/, 283B 1/, 212C, 216C
CHIHUAHUA	
Ascención	296B 240C, 277C
Balderas	267A 236B 206C, 300C
Ciudad Camargo	248B, 275B, 289B, 293B 241C
Ciudad Cuauhtémoc	277B, 281B, 285B, 260B 252C
Ciudad Guerrero	246A 201B, 205B, 274B 270C
Ciudad Jiménez	282B, 286B, 298B 217C, 221C, 225C
Ciudad Juárez	278A, 286A 282B, 290B 252C, 264C, 294C, 298C
Chihuahua	203B, 207B, 227B, 231B, 235B, 239B, 279B, 283B, 287B, 295B, 299B 211C, 215C, 219C, 291C

Estado (State)	Canal No. (Channel)
Delicias	263A 229B, 233B, 237B 255C, 267C
El Porvenir	217A 284B, 288B 256C
El Sueco	262A 266B
Encinillas	247B, 272B 223C, 243C
Hidalgo del Parral	212A 206B, 245B, 261B, 273B 257C, 269C
Las Palomas	245B, 262B, 269B, 273B
Madera	276A 241B, 264B, 289B, 293B
Nuevo Casas Grandes	244A 213B, 236B, 281B, 285B
Ojinaga	261B, 265B, 269B, 273B 209C, 245C, 249C
San Buenaventura	228B, 232B, 258B 250C
COAHUILA	
Ciudad Acuña	225A, 259A, 264A, 297A 238B, 276B 218C, 280C
Cuatro Ciénegas	239A, 243A, 274A 223B, 247B, 284B 205C, 213C
General Cepeda	289C
Guadalupe	260A, 264A 201B, 221B, 252B
La Rosita	262A, 274A 270B, 278B

Estado (State)	Canal No. (Channel)
Monclova	262A 254B, 258B, 281B, 296B
Múzquiz	216B, 232B, 294B
Parras de la Fuente	266A, 270A, 294A 298B
Piedras Negras	233A, 256A, 260A, 273A, 296A 288B, 292B, 300B 244C, 268C
Sabinas	266A, 298A 220B 290C
Saltillo	234A, 249A, 261A, 265A 209B, 244B
San Carlos	252A
San Vicente	214B, 227B, 231B, 235B, 239B 222C, 254C
Villa Unión	202A, 263A 240C
NUEVO LEON	
Anáhuac	295A
Cerralvo	264A
General Bravo	208A, 221A
Linares	237A, 297A 277B
Montemorelos	212A, 249A, 261A
Monterrey	207A, 211A, 215A, 235A, 251A, 263A 223B, 227B, 231B, 247B, 255B, 259B, 267B, 295B, 299B 203C, 219C, 239C, 271C, 275C, 279C 283C, 287C, 291C
Sabinas Hidalgo	208A, 249A, 265A, 293A

Estado (State)	Canal No. (Channel)
SONORA	
Agua Prieta	253A 247B, 267B
Benjamín Hill	211B
Caborco	257A 261B, 296B, 300B 237C
Cananea	272B, 276B, 280B, 284B
El Golfo	251B, 263B, 267B, 275B 279C
Hermosillo	214B, 222B, 234B, 238B, 242B, 258B 262B, 266B, 274B, 282B, 286B 218C, 230C, 246C, 253C
Magdalena	232B, 263B
Naco	233A, 251A 298B 227C
Nacozari	256A, 265A 288B
Nogales	248A 244B 1/, 274B, 278B, 282B, 286B 290C, 294C
Puerto Kino	201B, 205B, 289B 269C, 297C
Puerto Libertad	207A 241B 226C
Puerto Lobos	233A, 245A, 289A 277B, 281B, 285B 273C
Puerto Peñasco	228B, 287B, 291B
Sasabe	204B, 266B, 270B 208C

Estado (State)	Canal No. (Channel)
San Lius Río Colorado	203A, 273A 292B, 300B
Sonoita	239A 211B, 231B, 243B, 247B
Tecoripa	224A 220B, 228B, 232B, 240B 244C, 248C
Ures	225A 236B 292C, 299C
TAMAULIPAS	
Ciudad Alemán	265A
Ciudad Camargo	269A 213B
Ciudad Guerrero	261A, 297A
Ciudad Victoria	248B, 296B 233C, 241C, 252C, 257C, 269C, 273C 281C, 300C
Matamoros	212A, 249A, 268A, 276A, 290A 296B
Nuevo Laredo	231A, 246A, 262A, 272A, 279A, 283A, 287A, 296A 205B, 217B, 257B 1/
Reynosa	207A, 211A, 215A, 237A, 266A, 277A, 294A 273B 226C
Santander Jiménez	225B, 229B, 289B 285C
San Fernando	265B
Soto La Marina	205B, 209B 213C, 217C
Valle Hermoso	209A, 217A, 287A 222B

30-236 O 75 42

ANEXO II
(ANNEX II)
PLAN DE ADJUDICACIONES
(ALLOTMENT PLAN)
CUADRO B
(PART B)
ESTADOS UNIDOS DE AMERICA
(UNITED STATES OF AMERICA)

Notas

1/ Adjudicación negociada especialmente con separación inferior a la establecida. La estación puede ser operada con parámetros maximos.

2/ Operacion limitada a: Pe = 100 kW h = 213 m o su equivalente (74 dbu en la frontera) F (50-50).

3/ Operación limitada a: Pe = 2 kW h = 554 m o su - - equivalente (78 dbu en la frontera) F (50-50).

4/ Operación limitada a: Pe = 50 kW h = 56 m o su equivalente (62 dbu en la frontera) F (50-50).

Legend

1/ Specially negotiated allotment with less separation than established. Station may operate with maximum facilities.

2/ Limited to 100 kilowatts and 700 feet above average terrain, or equivalent (74 dbu at border). (F 50,50).

3/ Limited to 2 kilowatts and 1800 feet above average terrain, or equivalent (78 dbu at border). (F 50,50).

4/ Limited to 50 kilowatts and 185 feet above average terrain, or equivalent (62 dbu at border). (F 50,50).

Estado (State)	Canal No. (Channel)
ARIZONA	
Ajo	220C, 252A
Apache Junction	296A
Benson	249A
Bisbee	221A
Casa Grande	288A
Claypool	252A
Clifton	237A
Coolidge	280A
Douglas	201C, 205A, 211A, 237A
Eloy	292A

Estado (State)	Canal No. (Channel)
Glendale	222C
Globe	211A, 262C
Holbrook	221A
Kingman	211A, 220C, 224A
Lake Havasu City	240A
McNary	201A
Mesa	227C, 284C
Miami	276A
Nogales	217C, 252A
Parker	211A
Phoenix	202C, 208A, 212A, 218C, 233C, 238C, 245C, 254C, 268C, 273C
Prescott	208A, 214C, 252A
Safford	215C, 220A, 231C, 256C
San Manuel	269A
Sierra Vista	265A
Sun City	292A
Tempe	250C
Tolleson	264C
Tucson	213C, 221A, 225C, 229C, 235C, 241C 1/, 258C
Wickenburg	209A, 288A
Willcox	252A
Yuma	201A, 205A, 226C, 236C
CALIFORNIA	
Anaheim	240A
Apple Valley	272A
Banning (Big Bear Lake)	269A
Barstow	232A
Blythe	262B
Brawley	233B 1/, 241B
Calexico	249A
Calipatria	265A
Camarillo	240A
Carlsbad	240A
Cathedral City	276A
Claremont	204A
Coachella	229B
El Cajon	227B
El Centro	253B
Escondido	221A
Fallbrook	296A
Garden Grove	232A
Glendale	270B
Hemet	288A
Holtville	261A
Imperial	257A
Indio	252A

Estado (State)	Canal No. (Channel)
Inglewood	280A
Lancaster	292A
Lompoc	224A
Long Beach	201A, 250B, 272A, 288A
Los Angeles	205A, 214B, 218B, 222B, 226B, 230B, 234B 238B, 242B, 246B, 254B, 258B, 262B, 266B, 274B, 278B, 282B, 286B, 290B, 298B
Mojave	249A
Needles	250B
Newport Beach	276A
Northridge	203A
Oceanside	271B
Ojai	288A
Ontario	228A
Oxnard	252A, 284B
Palm Springs	284B 1/
Pasadena	207B, 294B
Redlands	206A, 244A
Redondo Beach	228A
Riverside	209A, 224A, 248B, 256B
San Bernardino	220B, 236B, 260B
San Clemente	300B
San Diego	202A, 208B, 231B 2/, 235B 3/, 243B, 247B, 251B, 264B, 268B, 275B 4/, 279B, 287B 293B
San Fernando	232A
Santa Ana	244A, 292A
Santa Barbara	218B, 229B, 248B, 260B, 277B
Santa Monica	210B, 276A
Sierra Madre (Arcadia)	296A
Thousand Oaks	224A
Twentynine Palms	239B
Ventura	236B, 264B
Victorville	252A
West Covina	252A
NEW MEXICO	
Alamagordo	201C, 208A, 232A, 288A
Artesia	219A, 225C
Belen	249A
Carlsbad	211A, 215C, 221A
Deming	218A, 232A
Eunice	265A
Hobbs	211A, 231C, 239C
Jal	296A
Las Cruces	209A, 214C, 276A, 280A
Lordsburg	220A, 249A
Lovington	220A, 269A
Mesilla Park	285A

Estado (State)	Canal No. (Channel)
Roswell	213C, 217A, 235C, 246C
Ruidoso	228A
Silver City	212C, 217A, 224A
Socorro	208A, 216C, 224A
Truth or Consequences	220A, 244A
Tularosa	224A
TEXAS	
Alice	221A, 272A
Alpine	219C, 224A
Andrews	209A, 288A
Austin	204A, 208C, 214A, 229C, 238C, 252A, 264C, 272A
Ballinger	211A, 276A
Beeville	218A, 285A
Big Lake	211A, 252A
Big Spring	203C, 207A, 237A
Bishop	296A
Boerne	210A
Bracketville	212A
Brady	213A, 237A
Brownsville	202A, 258C, 262C
Brownwood	205C, 212A, 257A, 268C, 281C
Burnet	296A
Carrizo Springs	201A, 228A
Coleman	220A, 296A
Colorado City	211A, 292A
Corpus Christi	212C, 220A, 230C, 238C, 243C, 256C 1/ 260C
Cotulla	203A, 249A
Crane	205A, 265A
Crystal City	214A, 272A
Cuero	210A, 249A
Del Rio	204C, 214A, 232A
Devine	232A
Eagle Pass	208C, 213A, 224A
Edinburg	203A, 281C, 300C
Eldorado	219A
El Paso	203C, 208A, 222C, 226C, 230C, 234C, 238C, 242C, 248C, 260C, 271C
Fabens	276A
Falfurrias	218A, 292A
Fort Stockton	201C, 206A, 232A
Fredericksburg	201A, 266C
Freer	214A, 240A
Goliad	216A
Gonzales	201A, 292A
Harlingen	205A, 233C, 241C
Hebbronville	220A, 269A
Hondo	202A, 221A

Estado (State)	Canal No. (Channel)
Junction	212A, 228A
Kenedy-Karnes	220A, 232A
Kermit	212A, 292A
Kerrville	216A, 232A
Kingsville	216A, 224A, 249A
Lamesa	210A, 262C, 284C
Laredo	201A, 210C, 224A, 235C, 251C
Llano	203A, 285A
McAllen	253C, 245C
McCamey	237A
Marfa	203A, 228A
Mathis	252A
Mercedes	292A
Midland	211A, 222C, 227C, 271C
Mission	288A
Monahans	210A, 260C, 277C
New Braunfels	202A, 221A
Odessa	213A, 217C, 245C, 250C, 256C
Ozona	213A, 232A
Pearsall	213A
Pecos	205A, 252A
Pleasanton	252A
Port Lavaca	201A, 240A
Premont	285A
Presidio	202A
Raymondsville	201A, 269A
Refugio	292A
Rio Grande City	201A, 249A
Rock Port	217A, 272A
Rocksprings	210A
San Angelo	215C, 220A, 225C, 230C, 234C, 248C
San Antonio	206C, 212A, 218A, 225C, 241C, 247C
	258C, 262C, 270C, 274C, 283C, 298C
Sanderson	207A
San Marcos	219A, 279C
San Saba	210A, 244A
Seguin	215A, 287C
Seminole	205A, 280A
Sinton	267C, 277C
Sonora	211A, 221A
Sweetwater	213A, 244A
Taft	288A
Terrell Hills	292A
Uvalde	216A, 237A
Van Horn	202A
Victoria	203A, 221A, 236C, 254C
Weslaco	285A
Zapata	202A

Class D (10-watts) estaciones educativas no comerciales
(Class D (10-watt) noncommercial educational operations)

Estado (State)	Canal No. (Channel)
CALIFORNIA	
Buena Park	211D
Irvine	210D
La Canada	202D
Loma Linda	202D
Long Beach	211D
Riverside	201D
Torrance	209D

ANEXO III
(ANNEX III)
CUADRO A
(PART A)
LISTA INICIAL DE ASIGNACIONES
(INITIAL LIST OF ASSIGNMENTS)
ESTADOS UNIDOS MEXICANOS
(UNITED MEXICAN STATES)

BAJA CALIFORNIA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (M)
239A	Tijuana	XHQS-FM	0.950	44.50
255A	Tijuana	XHQF-FM	3.625	35.27
297A	Tijuana	XHFG-FM	4.550	295.30
223B	Tijuana	XHRM-FM	5.340	83.00
283B	Tijuana	XHERS-FM	57.295	107.00
212C	Tijuana	XHIS-FM	99.000	68.00
216C	Tijuana	XETRA-FM	100.000	245.50
285A	Mexicali	XHAP-FM	0.970	55.00
210B	Mexicali	XHFE-FM	0.900	34.00
218B	Mexicali	XHJC-FM	3.740	-67.17
222B	Mexicali	XHMMP-FM	18.450	45.00
270B	Mexicali	XHPF-FM	0.950	45.00
277B	Mexicali	XHVG-FM	0.955	44.80

COAHUILA

CANAL NO. (CHANNEL)	UBICACION LOCATION	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (M)
262A	Monclova	XHTF-FM	0.362	-46.4
258B	Monclova	XHMS-FM	0.383	-61.00
233A	Piedras Negras	XHTA-FM	0.885	34.00
256A	Piedras Negras	XHSL-FM	0.969	32.70
260A	Piedras Negras	XHSO-FM	0.392	32.60
288B	Piedras Negras	XHRE-FM	3.285	32.60
259A	Ciudad Acuña	XHPL-FM	0.823	22.50
234A	Saltillo	XHRP-FM	0.480	-163.00
220B	Sabinas	XHEC-FM	3.884	+31.00

CHIHUAHUA

278A	Ciudad Juarez	XHEM-FM	0.940	-5.29
286A	Ciudad Juárez	XHIM-FM	0.940	-5.90
282B	Ciudad Juárez	XHTO-FM	9.460	-35.70
290B	Ciudad Juárez	XHGH-FM	3.396	-68.00
252C	Ciudad Juárez	XHPX-FM	4.090	-31.00
264C	Ciudad Juárez	XHH-FM	0.286	-41.90
291C	Chihuahua	XHSU-FM	0.956	-30.44

NUEVO LEON

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (M)
211A	Monterrey	XHNV-FM	3.899	-84.14
215A	Monterrey	XHXL-FM	0.874	-92.00
235A	Monterrey	XHNL-FM	6.685	-120.16
251A	Monterrey	XHRL-FM	10.000	-143.00
263A	Monterrey	XHMC-FM	3.813	-120.16
223B	Monterrey	XHSRO-FM	6.590	-37.16
227B	Monterrey	XHQQ-FM	2.400	45.00
231B	Monterrey	XET-FM	2.530	24.30
247B	Monterrey	XHSR-FM	18.860	-105.30
255B	Monterrey	XHJD-FM	3.740	-67.17
259B	Monterrey	XHSP-FM	1.699	100.80
267B	Monterrey	XHIL-FM	3.824	131.50
295B	Monterrey	XHPJ-FM	3.740	67.17
239C	Monterrey	XHRK-FM	0.850	-173.00

SONORA

274B	Nogales	XHQT-FM	4.000	-85.00
278B	Nogales	XHRZ-FM	0.940	-26.38
286B	Nogales	XHNI-FM	3.700	-36.40

TAMAULIPAS

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (M)
231A	Nuevo Laredo	XHNOE-FM	0.890	30.50
246A	Nuevo Laredo	XHNK-FM	0.787	37.75
268A	Matamoros	XHMLS-FM	3.348	-52.09

ANEXO III
(ANNEX III)
CUADRO B
(PART B)
LISTA INICIAL DE ASIGNACIONES
(INITIAL LIST OF ASSIGNMENTS)
ESTADOS UNIDOS DE AMERICA
(UNITED STATES OF AMERICA)

ARIZONA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
222-C	Glendale	KXTC	100.000	285
240-A	Lake Havasu City	KRHM	2.900	295
227-C	Mesa	KDKB-FM	100.000	1550
284-C	Mesa	KBUZ-FM	100.000	170
218-C	Phoenix	KFCA	100.000	1640
233-C	Phoenix	KOOL-FM	100.000	1620
238-C	Phoenix	KRFM	100.000	1550
245-C	Phoenix	KMEO-FM	100.000	1560
254-C	Phoenix	KTAR-FM	115.000	1680
268-C	Phoenix	KHEP	26.000	170
273-C	Phoenix	KNIX	100.000	1620
265-A	Sierra Vista	---	3.000	-46
250-C	Tempe	KUPD-FM	100.000	1620
264-C	Tolleson (Scottsdale)	KDOT-FM	50.000	170
225-C	Tucson	KWFM	28.000	86
229-C	Tucson	KXEW-FM	29.000	-36
235-C	Tucson	KAYN	50.000	88

ARIZONA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
241-C	Tucson	KCEE-FM	25.500	77
258-C	Tucson	KFMM	30.000	73
226-C	Yuma	---	30.000	74
236-C	Yuma	KALJ	25.000	76

CALIFORNIA

240-A	Anaheim	KEZR	2.500	330
272-A	Apple Valley	KAVR-FM	1.300	53
211-D	Buena Park	KBPK	0.014	100
240-A	Camarillo	KEWE	3.000	195
240-A	Carlsbad	KARL-FM	3.000	94
276-A	Cathedral City	KWXY-FM	3.000	-690
204-A	Claremont	KSPC	3.000	-255
229-B	Coachella	KVIM	50.000	-225
227-B	El Cajón	KECR	2.000	1850
253-B	El Centro	KNEU	50.000	75
221-A	Escondido	KOWN-FM	3.000	155
232-A	Garden Grove	KORJ	3.000	245
270-B	Glendale	KUTE	640.000	2860
288-A	Hemet	KHSJ-FM	0.700	-265
280-A	Inglewood	KTYM-FM	1.600	390
210-D	Irvine	KUCI	0.020	100
202-D	La Cañada	KUNF	0.019	62

CALIFORNIA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
292-A	Lancaster	KOTE	3.000	135
202-D	Loma Linda	KEMR	0.016	100
224-A	Lompoc	KLOM-FM	2.500	-270
201-A	Long Beach	KLON	1.200	425
211-D	Long Beach	---	0.010	100
250-B	Long Beach	KNOB	79.000	410
272-A	Long Beach (Compton)	KJLH	3.000	300
288-A	Long Beach	KNAC	1.600	400
205-A	Los Angeles	KXLU	2.900	10
214-B	Los Angeles	KPFK	110.000	2830
218-B	Los Angeles	KUSC	29.500	140
222-B	Los Angeles	KFAC-FM	59.000	2820
226-B	Los Angeles	KNX-FM	54.000	3050
230-B	Los Angeles	KPOL-FM	100.000	540
234-B	Los Angeles	KMET	58.000	2830
238-B	Los Angeles	KABC-FM	68.000	2920
242-B	Los Angeles	KRKD-FM	54.000	480
246-B	Los Angeles	KGBS-FM	58.000	750
254-B	Los Angeles	KJOI	75.000	1180
258-B	Los Angeles	KHOF	100.000	240
262-B	Los Angeles	KFOX-FM	58.000	1180
266-B	Los Angeles	KHJ-FM	58.000	2930

CALIFORNIA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
274-B	Los Angeles	KKDJ	8.000	2960
278-B	Los Angeles	KOST	12.500	3100
282-B	Los Angeles	KXTZ	105.000	2890
286-B	Los Angeles	KBCA	18.000	2900
290-B	Los Angeles	KWST	72.000	770
298-B	Los Angeles	KPSA	34.000	2780
249-A	Mojave	KDOL-FM	3.000	-120
276-A	Newport Beach	KOCM	2.000	300
203-A	Northridge	KEDC-FM	3.000	-235
271-B	Oceanside	KUDE-FM	10.000	950
288-A	Ojai	KOVA	0.130	1180
228-A	Ontario	KXOM-FM	3.000	-400
252-A	Oxnard	---	3.000	105
284-B	Oxnard	KPMJ	2.850	1580
284-B	Palm Springs	KQEC	20.000	-660
207-B	Pasadena	KPCS	3.800	-510
294-B	Pasadena	KPPC-FM	25.500	660
206-A	Redlands	KUOR-FM	0.700	-500
244-A	Redlands	KCAL-FM	2.900	-1150
228-A	Redondo Beach	KKOP	3.000	175
201-D	Riverside	KUCR	0.0175	90
209-A	Riverside	KLLU	1.400	73
224-A	Riverside	KACE-FM	1.700	-88

CALIFORNIA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
248-B	Riverside	KDUO	72.000	1630
256-B	Riverside	KBBL	49.000	165
220-B	San Bernardino	KVCR	4.900	-320
260-B	San Bernardino	KOLA	31.000	1630
300-B	San Clemente	KAPX	28.500	490
202-A	San Diego	KSDS	0.830	170
208-B	San Diego	KPBS-FM	2.000	1810
231-B	San Diego	KFSD-FM	100.000	640
235-B	San Diego	KLRO	2.000	1820
243-B	San Diego	KYXY	30.000	540
247-B	San Diego	KSEA	50.000	215
251-B	San Diego	KDIG	19.000	650
264-B	San Diego	KFMB-FM	30.000	620
268-B	San Diego	KBKB	50.000	500
275-B	San Diego	KPSE	50.000	185
279-B	San Diego	KOZN-FM	36.000	580
287-B	San Diego	KITT	120.000	180
293-B	San Diego	KPRI	50.000	230
232-A	San Fernando	KVFM	3.000	-72
244-A	Santa Ana	KWIZ-FM	3.000	210
292-A	Santa Ana	KYMS	3.000	130
218-B	Santa Barbara	KCSB-FM	0.170 (DA)	2910
229-B	Santa Barbara	KDB	5.000	-1000

CALIFORNIA

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (KW)	ALTURA (HEIGHT) (Ft)
248-B	Santa Barbara	KTMS	17.500	2900
260-B	Santa Barbara	KGUD-FM	34.000	550
277-B	Santa Barbara	KMUZ	38.000	2980
210-B	Santa Monica	KCRW	26.500	-100 DA
276-A	Santa Monica	KSRF	1.850	-95
296-A	Sierra Madre (Arcadia)	KMAX	3.000	-240
224-A	Thousand Oaks	KNJO	3.000	-20
209-D	Torrance	KNHS	0.0115	100
239-B	Twentynine Palms	KQYN	5.000	190
236-B	Ventura	KBBY	28.000	79
264-B	Ventura	KVEN-FM	39.000	1210
252-A	W. Covina	KBAB	0.810	-265

NEW MEXICO

225-C	Artesia	KSVP-FM	50.000	1090
221-A	Carlsbad	KBAD-FM	3.000	165
239-C	Hobbs	KLDG-FM	36.000	115
214-C	Las Cruces	KRWO	100.000	420
280-A	Las Cruces	KGRD-FM	2.700	3
269-A	Lovington	KLEA-FM	3.000	280
235-C	Roswell	KBIM-FM	100.000	1880

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TEXAS

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
208-C	Austin	KMFA	1.300	880
214-A	Austin	KUT-FM	4.100	225
229-C	Austin	KTBC-FM	94.000	1057
238-C	Austin	KOKE-FM	10.000	265
252-A	Austin	KHFI-FM	1.300	420
264-C	Austin	KASE	98.000	510
237-A	Big Spring	KEME	1.800	300
257-A	Brownwood	KFRN-FM	0.720	115
230-C	Corpus Christi	KSIX-FM	100.000	840
238-C	Corpus Christi	KZFM	41.000	320
243-C	Corpus Christi	KIOU	35.000	290
260-C	Corpus Christi (Robstown)	KROB-FM	36.000	185
232-A	Del Rio	KDLK-FM	3.000	68
224-A	Eagle Pass	KINL	3.000	185
281-C	Edinburg	KBFM	100.000	320
203-C	El Paso	KTEP	3.800	1020
234-C	El Paso	KSET-FM	100.000	730
248-C	El Paso	KINT-FM	60.000	1080
260-C	El Paso	KTSM-FM	27.000	1850
271-C	El Paso	KIZZ-FM	27.000	1160
266-C	Fredericksburg	KNAF-FM	100.000	650
233-C	Harlingen	KELT	2.700	700
249-A	Kingsville	KPUP	3.000	135

TEXAS

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (kW)	ALTURA (HEIGHT) (Ft)
220-D	Kingsville	KTAI	0.0145	100 1/
262-C	Lamesa	KELE	25.500	260
224-A	Laredo	KOYE	3.000	155
245-C	McAllen	KVMV-FM	76.000	235
253-C	McAllen	KQXX	25.500	130
222-C	Midland	KNFM	100.000	390
221-A	New Braunfels	KNBT	3.000	300
217-C	Odessa	KOCV	5.000	255
245-C	Odessa	KQIP	1.700	195
250-C	Odessa	KOYL-FM	34.000	100
230-C	San Angelo	KWLW	34.000	145
234-C	San Angelo	KIXY	39.000	140
248-C	San Angelo	KSJT	34.000	100
212-A	San Antonio	KSYM	0.800	110
225-C	San Antonio	KITY	100.000	390
241-C	San Antonio	KMFM	60.000	135
247-C	San Antonio	KEEZ	100.000	450
258-C	San Antonio	KISS	12.900	570
262-C	San Antonio	KBER-FM	100.000	155
270-C	San Antonio	KQXT	100.000	670
274-C	San Antonio	KTFM	99.000	660
283-C	San Antonio	KEXL	100.000	660

1/ Esta estación pocra cambiarse al canal 216-A
This station will move to 216-A

TEXAS

CANAL NO. (CHANNEL)	UBICACION (LOCATION)	DISTINTIVO DE LLAMADA (CALL LETTERS)	POTENCIA (POWER) (KW)	ALTURA (HEIGHT) (Ft)
298-C	San Antonio	KBUC-FM	100.000	287
279-C	San Marcos	KRMH	97.000	530
287-C	Seguin	KWED-FM	38.000	130
267-C	Sinton	KTOD-FM	100.000	360
277-C	Sinton	KOUL	100.000	310
254-C	Victoria	KTXN-FM	39.000	150

ANEXO IV

CURVAS DE POTENCIA MAXIMA EN
FUNCION DE LA ALTURA DE LA ANTENA

ANNEX IV

MAXIMUM POWER VERSUS ANTENNA HEIGHT

ANEXO V

Cálculo de la Distancia

Parte 1

A. Una vez establecida la ubicación de los transmisores, la distancia deberá ser determinada entre las coordenadas correspondientes a dicha ubicación. Si la ubicación de un transmisor no ha sido establecida, se tomarán como referencia las coordenadas de la población o ciudad respectiva.

B. La distancia entre los puntos de referencia se considera que es la longitud de la hipotenusa de un triángulo rectángulo, uno de cuyos lados es la diferencia de latitud entre los puntos de referencia y el otro lado es la diferencia de longitud entre dichos puntos. Tal distancia se calculará como sigue:

1. Determinar la diferencia de latitud y la diferencia de longitud entre los dos puntos de referencia. Convertir estas dos diferencias a grados y décimas de grado.

2. Determinar la latitud media de los dos puntos de referencia hasta el más próximo segundo de latitud (promediar latitudes de los dos puntos).

3. Multiplicar la diferencia en latitud por el número de kilómetros por grado de diferencia de latitud obtenido de la Parte 2 de este Anexo, para la latitud media apropiada (interpolar linealmente). Esto determina la distancia Norte-Sur en kilómetros.

4. Multiplicar la diferencia en longitud por el número de kilómetros por grado de diferencia de longitud obtenido de la Parte 2 de este Anexo, para la latitud media apropiada (interpolar linealmente). Esto determina la distancia Este-Oeste en kilómetros.

5. Determinar la distancia entre los dos puntos de referencia mediante la raíz cuadrada de la suma de los cuadrados de la distancias obtenidas; por ejemplo:

$$D = (L_s^2 + L_o^2)^{\frac{1}{2}}$$

donde:

D = Distancia en kilómetros

L_s = Distancia Norte-Sur en kilómetros (de 3)

L_o = Distancia Este-Oeste en kilómetros (de 4)

Para el cálculo anterior, deberán emplearse suficientes fracciones decimales para determinar la distancia al kilómetro más próximo.

Annex V

Computation of Distance

Part 1

A. Where transmitter sites have been established, the distance shall be determined as between the coordinates of the transmitter sites. If a transmitter site has not been established, the reference coordinates of the community, town, or city shall be used.

B. The distance between reference points is considered to be the length of the hypotenuse of a right triangle, one side of which is the difference in latitude of the reference points and the other side the difference in longitude of the two reference points. The distance shall be computed as follows:

1. Determine the difference in latitude and the difference in longitude between the two reference points. Convert these two differences into degrees and decimal parts of a degree.
2. Determine the middle latitude of the two reference points to the nearest second of latitude (the average of the latitudes of the two points).
3. Multiply the difference in latitude by the number of miles per degree of latitude difference obtained from Part 2 of this Annex for the appropriate middle latitude (interpolate linearly). This determines the North-South distance in statute miles.

4. Multiply the difference in longitude by the number of miles per degree of longitude difference obtained from Part 2 of this Annex for the appropriate middle latitude (interpolate linearly). This determines the East-West distance in statute miles.

5. Determine the distance between the two reference points by the square root of the sum of the square of the distances obtained, i.e.

$$D = (L_a^2 + L_o^2)^{\frac{1}{2}}$$

where:

D = Distance in statute miles
L_a = North-South distance in miles from (3) above
L_o = East-West distance in miles from (4) above

In computing the above, sufficient decimal figures shall be used to determine the distance to the nearest mile.

ANEXO V
(ANNEX V)

Parte 2
(Part 2)

Cuadro de Latitud Media
(Mid-Latitude Table)

Grados de Latitud media (Mid-Latitude Degrees)	Millas por grado de latitud (Miles per Degree of Latitude)	Millas por grado de longitud (Miles per Degree of Longitude)
37	68.957	55.311
36	68.945	56.026
35	68.933	56.725
34	68.922	57.406
33	68.911	58.070
32	68.899	58.716
31	68.889	59.345
30	68.878	59.955
29	68.867	60.547
28	68.857	61.120
27	68.847	61.675
26	68.837	62.211
25	68.828	62.728
24	68.819	63.227
23	68.810	63.706
22	68.801	64.165

[EXCHANGE OF NOTES]

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 9, 1972

EXCELLENCY:

I have the honor to refer to the Agreement between the United Mexican States and the United States of America concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Band signed at Washington, November 9, 1972.

Section A of the Agreement states in part that "Each contracting Party hereby recognizes that the sovereign right of the other party to use any of the channels in the 88 to 108 megahertz band is subject to the provisions of the International Telecommunication Convention and to other applicable international agreements"

During talks which took place in Mexico City on July 26–27, 1972 it was affirmed that in accordance with the principle outlined in Article 7, Section 1, paragraph 423 (2) of the Radio Regulations [1] annexed to the aforementioned Convention, FM broadcasting stations within the jurisdiction of each Party will be assigned and operated for the basic purpose of providing an effective service to its nationals within its frontiers.

If the foregoing reflects the understanding of Your Excellency's Government, I propose that this Note and Your Excellency's Note in reply constitute an arrangement between our two Governments.

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

WILLIAM P ROGERS

His Excellency
Dr. JOSE JUAN DE OLLOQUI,
Ambassador of Mexico.

EMBAJADA DE MEXICO

WASHINGTON, D.C., *a 9 de noviembre de 1972.*

SEÑOR SECRETARIO

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia, echada el día 9 de noviembre actual, cuyo texto vertido al español es el siguiente.

Tengo el honor de hacer referencia al Convenio entre los Estados Unidos Mexicanos y los Estados Unidos de América Relativo a la

[1] TIAS 4893; 12 UST 2480.

Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado en Washington, el 9 de noviembre de 1972. "La Sección A del Convenio dice en parte que "Cada Parte Contratante reconoce que el derecho soberano de la otra a usar cualquiera de los canales de la banda de 88 a 108 MHz está sujeto a las disposiciones de la Convención Internacional de Telecomunicaciones y a otros acuerdos internacionales aplicables"

"Durante las pláticas que tuvieron lugar en la Ciudad de México en julio 26–27 de 1972, se afirmó que, de acuerdo con el principio señalado en el Artículo 7, Sección 1, párrafo 423(2) del Reglamento de Radiocomunicaciones, anexo a la Convención antes mencionada, las estaciones radiodifusoras de frecuencia modulada dentro de la jurisdicción de cada una de las partes serán asignadas y operadas con el propósito básico de proveer un servicio efectivo a sus nacionales dentro de sus fronteras.

"Si lo anterior refleja el entendimiento del Gobierno de Vuestra Excelencia, propongo que esta Nota y la de Vuestra Excelencia en respuesta, constituyan un arreglo entre nuestros dos Gobiernos"

En respuesta, me complazco en comunicar a Vuestra Excelencia que mi Gobierno acepta la proposición del ilustrado Gobierno de los Estados Unidos de América, contenida en la Nota que me honro en contestar y, en consecuencia, considera que dicha y la presente constituyen un Arreglo entre nuestros dos Gobiernos.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más atenta y distinguida consideración.

OLLOQUI
Embajador

Excelentísimo señor WILLIAM P ROGERS,
Secretario de Estado,
Washington, D.C.

Translation

EMBASSY OF MEXICO

WASHINGTON, D.C. *November 9, 1972*

MR. SECRETARY:

I have the honor to refer to your note of November 9, 1972, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 1904.]

In reply, I am happy to inform you that my Government accepts the proposal of the Government of the United States of America contained in the note to which I am replying, and consequently, it

considers that the aforesaid note and this reply constitute an arrangement between our two Governments.

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

OLLOQUI
Ambassador

His Excellency
WILLIAM P ROGERS,
Secretary of State,
Washington, D.C.

CANADA

International Field Year for the Great Lakes

Agreement effected by exchange of notes
Signed at Ottawa May 24 and June 7, 1973;
Entered into force June 7, 1973;
Effective April 1, 1972.
With related notes
Signed at Ottawa June 13 and July 16, 1973.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 108

OTTAWA, *May 24, 1973.*

SIR:

I have the honor to refer to the cooperative project entitled "The International Field Year for the Great Lakes," which is being undertaken during the period April 1, 1972 to March 31, 1973, by interested agencies in the United States and Canada.

The Government of the United States of America considers that the effective operation and support of the very complex data gathering system, which is being established over Lake Ontario and its drainage basin as the basis for the project, necessitate special arrangements to facilitate the respective operations under the project in United States and Canadian territory and the smooth transit across the United States-Canadian border, in both directions, of equipment and personnel involved in the project.

Accordingly, I have the honor to propose that the Government of the United States and the Government of Canada should agree to cooperate in support of the project on the following terms:

1. (a) Each party encourages the use of its port and airport facilities by survey and research vessels and aircraft of the other party which are involved in the project and also the use of such other facilities in its territory as may be required by such vessels and aircraft;

(b) Each party shall, upon request, take the necessary steps to facilitate entry into and departure from its territory of such vessels and aircraft.

2. (a) Each party shall, upon request, take the necessary steps to facilitate the entry into and departure from its territory of any national of the other party who is identified by the other party as a person authorized by that party to participate in the project as its agent or employee;

(b) Each party shall keep the other party advised of the names and titles of the individuals to whom it has issued the identification referred to in paragraph 2(a) above.

3. Each party shall, upon request, take the necessary steps to facilitate the admission into and removal from its territory of materials, equipment, supplies, goods or other property imported by an agent or employee of the other party for use in the project.

4. (a) Each party shall admit into its territory, free of customs and import duties, taxes and other similar charges, materials, equipment, supplies, goods or other property imported by an agent or employee of the other party for use in the project, including but not by way of limitation:

(i) magnetic tapes (used and unused) employed in data recording;
(ii) processed data, in any format;
(iii) motor vehicles; and
(iv) equipment and sensors;

(b) Whenever practicable, the property referred to in paragraph 4(a) above shall be accompanied by a person or persons identified by the other party as indicated in paragraph 2(a) above; if the property is to be unaccompanied, the other party shall furnish, in advance, a list of the property.

5. Each party shall exempt from all fees, taxes and other charges any motor vehicles of the other party which are involved in the project.

6. No person ordinarily resident in the territory of one party shall be liable to pay in the territory of the other party any taxes in the nature of a license in respect of any service or work performed in the territory of the other party in connection with the project.

7. The principal ports of entry and exit for surface transportation shall be:

(a) Detroit, Michigan and Windsor, Ontario;
(b) Niagara Falls, New York and Niagara Falls, Ontario;
(c) Thousand Islands Bridge, New York and Lansdowne, Ontario

and these ports shall be used whenever practicable for the movement of materials and personnel by surface transportation across the United States-Canadian border in connection with the project.

8. Any participating governmental agency of a party shall be responsible for claims for damage to property or injury to persons in the territory of the other party with respect only to activities in con-

nection with the project engaged in or performed by that agency or its employees.

9. Each party shall provide the other party with duplicate negatives of all air photographs and infrared imagery which are acquired by or on behalf of the first mentioned party in the Lake Ontario Drainage Basin for the purposes of the project and shall take the necessary steps to facilitate the timely exchange of scientific and technological data which are involved in the project.

10. The provisions of the present agreement shall be subject to the availability of funds appropriated by the parties and to the laws of each party.

11. The agreement shall enter into force with retroactive effect as from April 1, 1972 and shall remain in force until both parties are agreed that the project has been completed, unless terminated earlier by mutual agreement or by either party after sixty days notice in writing to the other party of its intention to terminate the agreement.

If the foregoing provisions are acceptable to the Government of Canada, I have the honor to propose that your reply to this effect and this note shall constitute an agreement between the Governments of the United States and Canada regarding this matter, which shall enter into force on the date of your reply with effect from April 1, 1972.

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

ADOLPH W. SCHMIDT

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

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

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. FLA-313

OTTAWA, *June 7, 1973*

EXCELLENCY,

I have the honour to refer to your Note No. 103 of May 24, 1973, concerning the co-operative project entitled "The International Field Year for the Great Lakes" which is being undertaken during

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the period April 1, 1972, to March 31, 1973, by interested agencies in the United States and Canada.

I have the honour to state that the Government of Canada accepts the proposals set forth in your Note No. 103 of May 24, 1973, and agrees that your Note and this reply thereto, in English and French, shall constitute an agreement between our two Governments regarding this matter, which shall enter into force with effect as from April 1, 1972.

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

MITCHELL SHARP
Secretary of State
for External Affairs

His Excellency
The Honourable ADOLPH W. SCHMIDT,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS — MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

N° FLA-313 — OTTAWA, *le 7 juin 1973*

EXCELLENCE,

J'ai l'honneur de me reférer à votre note n° 103 du 24 mai 1973 concernant le project conjoint intitulé "L'année internationale de recherche dans les Grands lacs" mis en oeuvre au cours de la période du 1er avril 1972 au 31 mars 1973 par les organismes intéressés aux Etats-Unis et au Canada.

J'ai l'honneur de déclarer que le Gouvernement du Canada accepte les propositions exposées dans votre note n° 103 du 24 mai 1973 et qu'il convient que votre note et les textes anglais et français de la présente réponse constituent, entre nos deux Gouvernements, un accord concernant cette question, lequel entre en vigueur avec effet rétroactif au 1er avril 1972.

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

MITCHELL SHARP

Le Secrétaire d'Etat
aux Affaires extérieures.

Son Excellence
l'Honorable ADOLPH W. SCHMIDT,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

[RELATED NOTES]

No. 103

OTTAWA, *June 13, 1973.*

SIR:

I have the honor to refer to the Embassy's Note No. 103, dated May 24, 1973, and the Department's reply thereto, Note No. FLA-313, dated June 7, 1973, relating to United States-Canadian co-operation in the study of Lake Ontario and its drainage basin, in connection with the International Field Year for the Great Lakes.

My Government wishes to confirm its understanding that the agreements recorded in that exchange of notes do not involve any waiver of the following requirements of the Government of the Province of Ontario:

(a) that any driver of a motor vehicle which is being operated in the Province, who has been continuously resident in the Province for at least three months, shall be in possession of a Provincial driver's license;

(b) that, for the operation of an over-weight or over-size vehicle in the Province, a special Provincial permit, for designated routes, shall be required.

My Government further understands that, in accordance with the terms of the agreement recorded in the exchange of notes referred to, any fee or charge which normally would be levied in connection with the issue of the license or special permit will be waived.

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

ADOLPH W. SCHMIDT

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. FLA-367

OTTAWA, *July 16, 1973*

EXCELLENCY,

I have the honour to refer to the exchange of notes, dated at Ottawa on May 24 and June 7, 1973, constituting an agreement between our two Governments concerning the International Field Year for the Great Lakes, with effect from April 1, 1972, and to your Note No. 108 of June 13, 1973, relating to requirements of the Province of Ontario.

In reply, I have the honour to confirm the understanding of the Government of Canada that the agreement embodied in that exchange of notes does not involve any waiver of the following requirements of the Government of the Province of Ontario:

(a) that any driver of a motor vehicle which is being operated in the Province, who has been continuously resident in the Province for at least three months, shall be in possession of a Provincial driver's license;

(b) that, for the operation of an over-weight or over-size vehicle in the Province, a special Provincial permit, for designated routes, shall be required.

The Government of Canada further understands that, in accordance with the terms of the agreement recorded in the exchange of notes referred to, any fee or charge which normally would be levied in connection with the issue of the license or special permit will be waived.

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

MITCHELL SHARP

Secretary of State for External Affairs

His Excellency
The Honourable ADOLPH W. SCHMIDT
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. FLA-367

OTTAWA, *le 16 juillet 1973*

EXCELLENCE,

J'ai l'honneur de me référer à l'échange de notes, datées à Ottawa le 24 mai et le 7 juin 1973, lesquelles constituent entre nos deux Gouvernements un accord concernant l'Année internationale de recherche dans les Grands lacs, avec effet rétroactif au 1er avril 1972, ainsi qu'à votre note n° 108 du 13 juin 1973 concernant les exigences de la Province d'Ontario.

En réponse, j'ai l'honneur de confirmer que l'entente intervenue entre le Gouvernement du Canada selon laquelle l'accord compris dans cet échange de notes ne comporte pas de la part du Gouvernement de la Province d'Ontario l'abandon des exigences suivantes, à savoir:

(a) que le conducteur qui conduit un véhicule automobile dans la Province et qui y réside de façon continue depuis au moins trois mois doit obtenir un permis de conduire provincial;

(b) que, pour conduire un poids lourds ou un véhicule particulièrement encombrant dans la Province, il est nécessaire d'obtenir un permis provincial spécial pour des routes désignées.

Le Gouvernement du Canada croit en outre comprendre que, conformément aux conditions de l'accord inscrites dans l'échange de notes susmentionné, les droits et charges qui seraient habituellement exigibles relativement à la délivrance du permis ou du permis spécial seront levés.

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

MITCHELL SHARP

Le Secrétaire d'Etat aux Affaires extérieures.

Son Excellence M. ADOLPH W. SCHMIDT,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

MALTA

Supporting Assistance Loan

Agreement, with annex, signed at Valletta June 15, 1973;
Entered into force June 15, 1973.

A.I.D. Loan No. 134-K-001

LOAN AGREEMENT
(MALTA: SUPPORTING ASSISTANCE LOAN)
BETWEEN THE
UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF MALTA

Dated: June 15, 1973.

LOAN AGREEMENT

AGREEMENT, dated 15th June, 1973, between the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.") and the GOVERNMENT OF MALTA ("Borrower")

Article 1

The Loan

Section 1.1. The Loan. Subject to the terms and conditions of this Agreement, A.I.D. hereby agrees to lend Borrower pursuant to the Foreign Assistance Act of 1961, as amended,[1] (the "Act") up to Five Million United States Dollars ($5,000,000) (the "Loan") for the foreign exchange cost of commodities and services, which may include technical assistance and training services, necessary to promote the economic development of Malta, in categories approved by A.I.D. Such commodities and services authorized to be financed hereunder are hereinafter referred to as "Eligible Items". The aggregate amount disbursed hereunder is hereinafter referred to as "Principal".

Article 2

Terms of Repayment and Interest

Section 2.1. Interest. Borrower shall pay interest semi-annually to A.I.D. in United States Dollars on the unrepaid Principal and on any interest due and unpaid, computed on the basis of a 365-day year and at the rates hereinafter stated. The first such payment shall be due and payable six (6) months after the first disbursement hereunder. Interest shall accrue from the dates of the respective disbursements at the rate of two per cent (2%) per annum for the ten (10) years following the date of such first disbursement, and thereafter at the rate of three per cent (3%) per annum. Disbursements hereunder shall be deemed to occur on the dates on which payments by A.I.D. are made to Borrower or to its designee or to a banking institution pursuant to a letter of commitment.

Section 2.2. Principal. Borrower shall repay the Principal to A.I.D. in United States Dollars in semi-annual installments in accordance with the terms of this Agreement and the amortization schedule to be provided to Borrower by A.I.D. after all disbursements have been made. Such amortization schedule shall provide for repayment of the

[1] 81 Stat. 445; 22 U.S.C. § 2151.

Loan within forty (40) years of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual payments of Principal and interest, the first installment to be payable nine and one-half (9½) years after the date on which the first interest payment is due.

SECTION 2.3. Application and Place of Payment. All payments shall be applied first to accrued interest and then to Principal. Except as A.I.D. may otherwise direct in writing, payments shall be made to the Controller, Agency for International Development, Washington, D.C. 20523, and shall be deemed to have been made when received by A.I.D. at such address.

SECTION 2.4. Prepayment. Borrower shall have the right to prepay all or any part of the Principal, without penalty, on any date on which interest is due. Except as A.I.D. may otherwise agree, all prepayments shall be applied first to accrued interest and then to the remaining installments of Principal in the inverse order of their maturity.

ARTICLE 3

Conditions Precedent

SECTION 3.1. Conditions Precedent to Financing. Prior to the issuance of the first letter of commitment and to any disbursement hereunder, Borrower shall furnish A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Crown Advocate General of Malta or of other counsel satisfactory to A.I.D., that this Agreement has been duly authorized or ratified by, and executed on behalf of, Borrower and constitutes a valid and legally binding obligation of Borrower in accordance with its terms;

(b) Evidence of the authority of the person or persons who will act for Borrower pursuant to Section 5.1, and a specimen signature of each such person certified as to its authenticity.

SECTION 3.2. Terminal Date for Fulfillment of Conditions Precedent. Except as A.I.D. may otherwise agree in writing, if the conditions required by Section 3.1 have not been satisfied within forty-five (45) days from the date of this Agreement, A.I.D. at its option may at any time thereafter terminate this Agreement by written notice to Borrower.

ARTICLE 4

Disbursements

SECTION 4.1. Request for Letters of Commitment. To obtain disbursement of the Loan, the Borrower may from time to time submit Financing Requests to A.I.D. for the issuance of letters of commitment to one or more banking institutions in the United States designated by the Borrower and satisfactory to A.I.D., committing A.I.D.

to reimburse such bank or banks for payments made, through letters of credit or otherwise, to the Borrower or any designee of the Borrower, pursuant to such documentation requirements as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of the Borrower and may be financed by the Loan.

SECTION 4.2. Other Forms of Disbursement. Disbursement of the Loan also may be made through such other means and by such other procedures as the Borrower and A.I.D. may agree to in writing.

SECTION 4.3. Terminal Date for Requests for Letters of Commitment. Except as A.I.D. may otherwise agree in writing, no letters of commitment shall be issued in response to a Financing Request received after thirty (30) months from the date of signing of this Agreement.

SECTION 4.4. Terminal Date for Requests for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement of the Loan shall be made against documentation submitted after thirty-six (36) months from the date of signing of this Agreement.

ARTICLE 5

Miscellaneous

SECTION 5.1. Use of Representatives.

(a) All actions required or permitted to be performed or taken under the Agreement by the Borrower or A.I.D. may be performed by their respective duly authorized representatives.

(b) The Borrower hereby designates the Accountant General of the Malta Government as its representative with authority to designate in writing other representatives of the Borrower in its dealings with A.I.D. in accordance with the above sub-section. The Borrower's representatives named pursuant to the preceding sentence, unless A.I.D. is given notice otherwise, shall have authority to agree on behalf of the Borrower to any modification or amplification of this Agreement which does not substantially increase the Borrower's obligations hereunder. Until receipt by A.I.D. of written notice of revocation by the Borrower of the authority of any of its representatives, A.I.D. may accept the signature of such representatives on any instrument as conclusive evidence that any action effected by such instrument is authorized by the Borrower.

SECTION 5.2. Reports. A.I.D. shall be furnished with such reports and information relating to commodities and services financed by the Loan and the performance of Borrower's obligations under this Agreement as it may reasonably request.

SECTION 5.3. Communications. Any notice, request or other communication given, made or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when

it shall be duly delivered by hand or by mail, telegram, cable or radiogram to such other party at the following addresses:

To A.I.D.

Mail Address: Agency for International Development
Washington, D.C. 20523
Cable Address: AID, Washington, D.C.

To the Borrower:

Mail Address: Accountant General
St. Calcedonius Square,
Floriana.
Cable Address: ACCGEN MALTA.

Other addresses may be substituted for the above upon the giving of notice and acknowledgement of such substitution.

All communications and documents submitted to A.I.D. hereunder shall be in English, and all technical and engineering specifications therein shall be in terms of U.S. standards, except as A.I.D. may otherwise agree in writing.

SECTION 5.4. A.I.D. Regulation 1 and Standard Provisions Annex. The Standard Provisions Annex attached hereto and, except as A.I.D. may otherwise specify in writing, A.I.D. Regulation 1, as from time to time amended and in effect as of the time of each relevant transaction are hereby incorporated herein and made a part hereof. If any provision of this Agreement or the said Annex is inconsistent with any provision of A.I.D. Regulation 1, this Agreement or the said Annex shall govern. The definitions contained in A.I.D. Regulation 1 shall be applicable to this Agreement and to said Annex. References in said Annex to "this Agreement" are to the Agreement.

UNITED STATES OF AMERICA	GOVERNMENT OF MALTA
By JOHN I. GETZ	By J F ABELA
Title *Ambassador*	Title *Minister of Finance & Customs*

Standard Provisions Annex

ARTICLE 100

Covenants Concerning Procurement

SECTION 100.1 Source of Procurement. Except as A.I.D. may otherwise agree in writing, all Eligible Items shall have their source and origin in the United States.

SECTION 100.2 Date of Procurement. Except as A.I.D. may otherwise agree in writing, no commodity or service may be financed here-

under which was the subject of an order or contract firmly placed or entered into prior to the Eligibility Date, which shall be the date of this Agreement.

SECTION 100.3 Specific Items. A.I.D. may decline to finance any specific commodity or service when, in its judgement, such financing would be inconsistent with the purposes of this loan or the Foreign Assistance Act of 1961, as amended, or of other legislation or policies applicable to A.I.D.

SECTION 100.4 Minimum Size of Transactions. The minimum size of transactions shall be as specified in the Implementation Letter.

SECTION 100.5 Procedures.

(a) A.I.D. will issue an Implementation Letter or Letters and a Commodity Procurement Instruction or Instructions (CPI) for the information and reference of both parties which will record

— further details of A.I.D. requirements,
— a description of the procurement authorized by this Agreement, and arrangements and procedures for the procurement of Eligible Items under this Agreement.

(b) The provisions of Section 201.22 of A.I.D. Regulation 1 regarding competitive bid procedures shall apply to procurement hereunder unless A.I.D. otherwise agrees in writing.

SECTION 100.6 United States Owned Property. Notwithstanding Section 201.11(a) of A.I.D. Regulation 1, Borrower shall avail itself of opportunities to procure U.S. Government-owned excess property to the maximum extent practicable and consistent with the purpose of this Loan.

ARTICLE 101

Covenants, Representations and Warranties

SECTION 101.1 Execution of Arrangements. Borrower shall carry out the arrangements contemplated hereunder with due diligence and efficiency and in conformity with sound financial, administrative and procurement arrangements satisfactory to A.I.D. Borrower shall obtain A.I.D. concurrence prior to any material modification or cancellation of any such arrangement, or any other arrangements, contracts, plans, specifications, or other documents or submissions approved by A.I.D.

SECTION 101.2 Utilization of Commodities. Borrower shall use its best efforts to prevent the use of commodities to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use except with the prior written consent of A.I.D. Borrower agrees that all commodities and services shall be used for economic development.

SECTION 101.3 Notice of Material Development. Borrower represents and warrants that it has disclosed to A.I.D. all circumstances which may materially affect the arrangements contemplated hereunder or the discharge of Borrower's obligations under this Agreement and covenants that it will inform A.I.D. of any conditions which interfere, or which it is reasonable to believe will interfere, with these arrangements or the discharge of Borrower's obligations under this Agreement.

ARTICLE 102

General Covenants and Warranties

SECTION 102.1 Non-Taxation of Agreement. This Agreement and the Loan shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under any laws in effect within Malta.

SECTION 102.2 Commissions, Fees and Other Payments. Borrower warrants and covenants that in connection with obtaining the assistance to be furnished hereunder or any action under this Agreement it has not paid and will not pay or agree to pay nor to the best of its knowledge has there been paid or will there be paid or agreed to be paid by any other person or entity, commissions, fees or other payments of any kind, except as regular compensation to Borrower's full-time officers and employees or as compensation for bona fide professional, technical or other comparable services, and if the amount of any such commission, fee or payment is deemed unreasonable by A.I.D., Borrower shall cause a reduction satisfactory to A.I.D. to be made therein.

ARTICLE 103

Remedies of A.I.D.

SECTION 103.1 Events of Default: Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) Borrower shall fail to pay in full any interest or installment of Principal when due;

(b) Borrower shall fail to comply with any other provision contained herein or in any applicable provision of A.I.D. Regulation 1 or with any other of its undertakings submitted to A.I.D. in connection with obtaining this Loan; or

(c) Any representation or warranty made by or on behalf of Borrower with respect to obtaining this Loan or made or required to be made hereunder is incorrect in any material respect;

Then A.I.D., in addition to the remedies provided in A.I.D. Regulation 1, at its option, may declare all or any part of the Principal balance to be due and payable immediately, and upon any such declaration unless the default is cured within sixty (60) days thereafter, such

Principal and all accrued interest shall become due and payable immediately.

SECTION 103.2 Termination of Disbursements; Transfer of Goods to A.I.D. In the event that at any time:

(a) An event of default, as defined in Section 103.1 above, has occurred;
(b) An event occurs which in the judgement of either party gives reasonable grounds to believe it improbable that the purposes of the loan will be attained or that Borrower will be able to perform its obligations hereunder; or
(c) Any disbursement would be in violation of the legislation governing A.I.D.; or
(d) A default shall have occurred under any other agreement between Borrower or any of its agencies and the United States or any of its agencies;

Then A.I.D., in addition to remedies provided in A.I.D. Regulation 1, at its option, may (i) decline to issue further letters of commitment or other disbursing authorizations, (ii) suspend or cancel outstanding letters of commitment or other disbursing authorizations to the extent that they have not been utilized through the issuance of irrevocable letters of credit, or to the extent that A.I.D. has not made direct reimbursement to the Borrower thereunder, giving notice to Borrower promptly thereafter, (iii) decline to make disbursements other than under letters of commitment, and (iv) at A.I.D.'s expense, direct that title to goods financed hereunder shall be transferred to A.I.D., if the goods are in a deliverable state and have not been offloaded in ports of entry of Malta.

SECTION 103.3 Refunds.

(a) In addition to any refund otherwise required by A.I.D. pursuant to Regulation 1, if A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of the laws governing A.I.D. or that the assistance financed under this Agreement is not financed or used in accordance with the terms of this Agreement, the Borrower shall pay to A.I.D. within ninety days after receipt of request the full amount of such disbursement. Such refunds by the Borrower may be reused under the terms of this Agreement, should A.I.D. so specify in writing. Otherwise such refunds will be considered a reduction in the amount of A.I.D.'s obligation under this Agreement.
(b) In the event that A.I.D. receives a refund from any supplier or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall make such refund available for reuse

for purposes of the Program. However, if the refund shall be received by A.I.D. subsequent to the terminal date for requests for disbursement specified in this Loan Agreement, the refund shall be applied to Principal and the amount of the Loan shall be reduced by the amount of such refund.

SECTION 103.4 Waivers. No delay in exercising or omitting to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of these rights, powers, or remedies.

SECTION 103.5 Expenses of Collection. All reasonable cost incurred by A.I.D. (other than salaries of its staff) in connection with the collection of amounts due under this Agreement may be charged to Borrower and reimbursed as A.I.D. may specify.

NETHERLANDS

Education: Financing of Exchange Programs

Agreement signed at The Hague October 16, 1972;
Entered into force August 8, 1973.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF THE NETHERLANDS FOR THE FINANCING OF CERTAIN EDUCATION EXCHANGE PROGRAMS

The Government of the United States of America
and
The Government of the Kingdom of the Netherlands;

Considering that programs to promote further mutual understanding between the peoples of the two States through educational contacts have been carried out in accordance with the Agreement between the Government of the United States of America and the Government of the Kingdom of the Netherlands, signed at The Hague on May 17, 1949, and amended by an exchange of notes dated June 22, 1966 [1] (hereinafter referred to as "the Agreement of 1949 as amended");

Considering that the administration of such programs has been facilitated by the United States Educational Foundation in the Netherlands, established by the Agreement of 1949 as amended;

Noting the mutual benefits derived from the said programs;

Desiring to continue and expand the programs for the further strengthening of international cooperative relations and to reconstitute for this purpose the above-mentioned Foundation;

Have agreed as follows:

ARTICLE 1

(1) 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.

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[1] TIAS 1946, 6223; 63 Stat. 2559; 18 UST 234.

(2) Wherever, in the present Agreement, the term "the Minister" is used, it shall be understood to mean the Netherlands Minister for Education and Sciences, acting in consultation with the Netherlands Minister for Foreign Affairs.

ARTICLE 2

(1) The United States Educational Foundation in the Netherlands, established by the Agreement of 1949 as amended, is hereby reestablished as the Netherlands America Commission for Educational Exchange (hereinafter referred to as NACEE) with the principal purpose of facilitating the administration of educational programs provided for in the present Agreement and to be financed with funds made available under the terms of the present Agreement.

(2) NACEE shall be governed by the provisions of the present Agreement.

ARTICLE 3

(1) The office of NACEE shall be in the Netherlands at a location to be determined by the Board.

(2) NACEE shall have legal personality. In particular it shall have, under the terms of the present Agreement, the capacity to contract, acquire, hold and dispose of movable and immovable property and to institute legal proceedings.

(3) The Executive Officer of NACEE referred to in Article 5, paragraph (2) (b) of the present Agreement shall be the legal representative of the Foundation as far as the Board has not designated another person to act in the name and on behalf of NACEE.

(4) Except as provided in Article 10 of the present Agreement NACEE shall be exempt in the United States of America and in the Kingdom of the Netherlands from the application of domestic and local monetary laws as they relate to the use and expenditure of currencies and credits for currencies and the acquisition and use of property for the purposes of the present Agreement.

ARTICLE 4

The Funds made available under the present Agreement shall, within the conditions and limitations hereinafter set forth, be used by NACEE for the purpose of:

(a) financing studies, research, instruction and other educational activities of or for nationals of the United States of America in the Kingdom of the Netherlands, and of or for nationals of the Kingdom of the Netherlands in United States schools and institutions of learning located in or outside the United States of America;

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(b) financing visits and interchanges between the United States of America and the Kingdom of the Netherlands of qualified persons, especially students, trainees, research scholars, teachers, instructors, and professors; and

(c) financing such other related programs and activities as are provided for in budgets approved in accordance with Article 10 hereof.

ARTICLE 5

(1) Honorary Chairmen of NACEE are the principal officer in charge of the Diplomatic Mission of the United States of America to the Kingdom of the Netherlands (hereinafter referred to as "the Chief of Mission") and the Minister.

(2) The organs of NACEE shall be:

(a) the Board;

(b) the Executive Officer.

ARTICLE 6

(1) The Board shall consist of twelve members, six of whom shall be nationals of the United States of America, and six of whom shall be nationals of the Kingdom of the Netherlands.

(2) The appointment and removal of nationals of the United States of America as members of the Board shall be made by the Chief of Mission. The appointment and removal of nationals of the Kingdom of the Netherlands as members of the Board shall be made by the Minister.

(3) The members shall serve from the time of their appointment until December 31 of the following year and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the Netherlands, expiration of term of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this Article.

(4) The members shall serve without compensation, but the Board is authorized to defray necessary expenses incurred by its members in attending its meetings and in performing other official duties assigned by it.

(5) The Board shall elect from among its members a Chairman and a Vice-Chairman, as well as – with the approval of the Secretary of State and the Minister – a Treasurer and an alternate Treasurer.

(6) Seven of the members, including not less than three of each nationality, shall constitute a quorum.

(7) Having due regard to paragraph 6 above, all decisions of the Board shall require an affirmative vote of the majority of the members present and voting.

(8) All members of the Board, including the Chairman and the

Vice-Chairman, the Treasurer and the alternate Treasurer, shall have the right to vote.

(9) Meetings of the Board and any of its committees referred to in Article 7(i) of the present Agreement shall be held in such places as the Board may determine.

(10) The Honorary Chairmen of NACEE shall have the right to attend any meeting of the Board or any of its committees referred to in Article 7(i) of the present Agreement in a consultative capacity.

ARTICLE 7

The Board is authorized, subject to the provisions of the present Agreement, to exercise all powers necessary to the carrying out of the purpose of NACEE and shall in particular:

(a) plan, adopt, and carry out programs;

(b) designate – in cooperation with the Board of Foreign Scholarships of the United States of America and any similar organ that may be set up in the Kingdom of the Netherlands – persons referred to in Article 4(b) of this Agreement and who are nationals of or resident in the United States of America or the Kingdom of the Netherlands, to participate in the programs;

(c) determine – in cooperation with the Board of Foreign Scholarships of the United States of America and any similar organ that may be set up in the Kingdom of the Netherlands – such qualifications for the selection of participants in the programs as it may deem necessary;

(d) authorize the Executive Officer, in cooperation with the Treasurer or alternate Treasurer, whose appointments shall be subject to the approval of the Secretary of State and the Minister, to receive funds to be deposited in bank accounts in the name of NACEE in a depository or depositories approved by the Secretary of State and the Minister;

(e) authorize the disbursement of funds and the making of grants and advances of funds, including payment for transportation, tuition, maintenance and other expenses incident thereto;

(f) provide for periodic audits of the accounts of NACEE by auditors approved by the Secretary of State and the Minister;

(g) authorize the Executive Officer, in cooperation with the Treasurer or the alternate Treasurer, to acquire, hold and dispose of property in the name of NACEE, provided, however, that the acquisition and disposal of any immovable property shall be subject to the prior approval of the Secretary of State and the Minister;

(h) administer or assist in administering or otherwise facilitate 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 NACEE's role therein shall be fully described in annual

and special reports made to the Secretary of State and the Minister as provided in Article 9 hereof, and provided that no objection is interposed by either the Secretary of State or the Minister to NACEE's actual or proposed role therein;

(i) adopt such by-laws not inconsistent with the provisions of the present Agreement, and appoint such committees as it shall deem necessary;

(j) appoint an Executive Officer and other administrative and clerical staff, determine the terms of office thereof, and incur necessary administrative expenses.

ARTICLE 8

The Executive Officer shall be responsible for the direction and supervision of NACEE's programs and activities in accordance with the Board's decisions and directives. The Executive Officer shall attend the meetings of the Board without the right to vote.

ARTICLE 9

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

ARTICLE 10

All commitments, obligations and expenditures by NACEE shall be made pursuant to an annual budget approved by the Secretary of State and the Minister, subject to such regulations as they may prescribe.

ARTICLE 11

(1) Funds and property of the United States Educational Foundation in the Netherlands, established by the Agreement of 1949 as amended, shall become the property of NACEE to be used for the purposes of the present Agreement.

(2) The Government of the United States of America and the Government of the Kingdom of the Netherlands agree that there may be used also for the purposes of this Agreement any funds held or available for expenditure by either Government for such purposes, and contributions to NACEE from any other sources not specified in the present article.

(3) The Secretary of State proposes to place at the disposal of NACEE for the purposes of the present Agreement a sum in United States dollars and/or Dutch guilders equivalent to fifty percent of the approved annual budget. The performance of this commitment shall be subject to the availability of appropriations to the Secretary of

State when required by the legislation in force in the United States of America.

(4) The Minister proposes to place at the disposal of NACEE for the purposes of the present Agreement a sum in Dutch guilders and/or United States dollars equivalent to fifty percent of the approved annual budget. The performance of this commitment shall be subject to the availability of appropriations to the Minister when required by the legislation in force in the Kingdom of the Netherlands.

(5) All such funds and any accruals, as interest or otherwise, arising from investments or other use thereof shall be available for expenditure by NACEE for the purposes of this Agreement, within the budgetary limits established pursuant to Article 10 hereof.

ARTICLE 12

The Government of the United States of America and the Government of the Kingdom of the Netherlands shall make every effort to facilitate the programs authorized in this Agreement and to resolve problems which may arise in the operation thereof.

ARTICLE 13

Upon termination of this Agreement, all funds and property of NACEE shall become the property of the Government of the United States of America and the Government of the Kingdom of the Netherlands, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to termination. Such funds and property shall be divided between the two Governments in proportion to their respective contributions to NACEE during the period of this Agreement. In determining the respective contributions, any funds and property to which NACEE succeeds pursuant to Article 11, paragraph (1), shall also be divided between the two Governments in proportion to their respective contributions.

ARTICLE 14

By the entry into force of the present Agreement, the Agreement of 1949 as amended is terminated and superseded.

ARTICLE 15

(1) The present Agreement shall enter into force on the date of receipt by the Government of the United States of America of a written notification from the Government of the Kingdom of the Netherlands stating that the constitutional requirements for the entry into force of the Agreement have been met. [1]

[1] Aug. 8, 1973.

(2) The Agreement may be terminated by either Party through written notice to that effect to the other, which notice shall become effective thirty days after the expiration of the first academic year in the Netherlands which opens following the date of such notice.

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

DONE at The Hague, this 16th day of October 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J WILLIAM MIDDENDORF II [SEAL]

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS:

N SCHMELZER

EL SALVADOR

Prevention of Foot-and-Mouth Disease and Rinderpest

Agreement effected by exchange of notes
Signed at San Salvador February 28 and March 2, 1973;
Entered into force March 2, 1973.
With cooperative agreement between the United States Department of Agriculture and the Salvadoran Ministry of Agriculture and Livestock
Signed at San Salvador February 28, 1973.

The American Ambassador to the Salvadoran Minister of Foreign Affairs

No. 81 SAN SALVADOR, *February 28, 1973*

EXCELLENCY:

I have the honor to enclose English and Spanish copies of the Cooperative Agreement between our two countries signed today by the Minister of Agriculture of the Republic of El Salvador and myself concerning joint efforts to control foot-and-mouth disease and rinderpest. As stated in paragraph 19 of the Agreement, it will become effective on the date upon which Diplomatic Notes transmitting the signed Accord are exchanged. This Note confirms the acceptance of this Agreement by the Government of the United States of America; and Your Excellency's responding Note acknowledging the receipt of this Note and confirming the acceptance of this Agreement by the Government of El Salvador will bring the Agreement into force.

Accept, Excellency, the assurances of my highest consideration.

Enclosure: Cooperative Agreement.

HENRY E. CATTO, JR.

His Excellency
MAURICIO BORGONOVO,
Minister of Foreign Affairs,
San Salvador.

COOPERATIVE AGREEMENT BETWEEN THE MINISTERIO DE AGRICULTURA Y GANADERÍA OF THE REPUBLIC OF EL SALVADOR THROUGH ITS DEPARTAMENTOS DE DEFENSA AGROPECUARIA Y DE SANIDAD ANIMAL AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE.

ENRIQUE ALVAREZ CORDOVA, of legal age, residing in the city of San Salvador, acting on behalf of the Ministerio de Agricultura y Ganadería through its Departamentos de Defensa Agropecuria y de Sanidad Animal of the Republic of El Salvador, which will be referred to in this document as "the Ministry," and the Animal and Plant Health Inspection Service acting on behalf of the Secretary of the United States Department of Agriculture, which shall be referred to as "the Department" hereby agree to carry out a Cooperative Agreement in the Republic of El Salvador to prevent the entrance into the territory of this Republic of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry and the Department shall accomplish this Agreement in accordance with the laws of the Republic of El Salvador. Public Law 92–152 (21 U.S.C. 114b) authorizes the Secretary of Agriculture of the United States to cooperate with the Governments of Mexico, Guatemala, El Salvador, Costa Rica, Honduras, Nicaragua, British Honduras, Panama, Colombia, and Canada in the prevention, control and eradication of foot-and-mouth disease, rinderpest, and other communicable diseases of animals.

Under the authority of Public Law 92–152, the Department will conduct cooperative work with the Ministry. The Government of the Republic of El Salvador shall provide annual appropriations to enable the Ministry to carry out its part of the Agreement. The Department, subject to the availability of appropriations, shall annually provide funds to enable carrying out its portion of the Agreement.

GENERAL ORGANIZATION AND FUNCTIONS

In order that the Cooperative Program be efficiently carried out we agree upon the following:

1. A Cooperative Agreement is established between the Ministry and the Department for the prevention of foot-and-mouth disease and rinderpest in the Republic of El Salvador.

2. The Ministry will provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities in the Republic of El Salvador under this Agreement. The Department, subject to the availability of appropriations, will provide the services of at least one veterinarian who will be assigned exclusively to the Cooperative Program to prevent foot-and-mouth disease and rinderpest in

Central America and Panama. The United States veterinarian will divide his time between the Republic of El Salvador and the other countries cooperating in the program. The field work in the Republic of El Salvador will be conducted by a veterinary team or teams consisting of one veterinarian from El Salvador and one United States veterinarian. The selection of veterinarians assigned to work in the Cooperative Program in the Republic of El Salvador will be subject to mutual approval of the Ministry and the Department.

Cooperative activities will include:

a) Continuing surveillance for vesicular diseases and rinderpest;
b) Investigating reports of vesicular diseases and rinderpest;
c) Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having foot-and-mouth disease or rinderpest shall be submitted for examination to a jointly recognized laboratory.);
d) Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and rinderpest;
e) Developing practical plans for the immediate eradication of foot-and-mouth disease and rinderpest;
f) Training of Salvadoran veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;
g) Developing and distributing informational material to inform livestock owners about foot-and-mouth disease and rinderpest;
h) Providing technical assistance and advice to promote effective legislation in El Salvador that will allow it to act promptly and efficiently in the eradication of foot-and-mouth disease and rinderpest;
i) Assisting in developing or improving import procedures for the Republic of El Salvador; however, United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal by-products, and associated materials;
j) Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in the Republic of El Salvador, such as assessing, reviewing and evaluating periodically any prevention program for these diseases which may be put into effect by the Ministry.

3. Salaries and expenses for personnel employed by the Republic of El Salvador and assigned to work on the Cooperative Program will be paid by the Government of El Salvador. Salaries and expenses for personnel employed by the Department and assigned to work on the Cooperative Program will be paid by the Department.

4. The Ministry and the Department will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into the Republic of El Salvador of foot-and-mouth

disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Government of El Salvador will pay all expenses which may be incurred by Salvadoran Armed Forces or other personnel for quarantine, patrol, and other enforcement duties as may be required.

6. The Ministry will furnish adequate clerical assistance and adequate office and other space, to personnel of the Ministry and to those assigned by the Department, for administrative work under this Agreement.

7. The Government of El Salvador will facilitate the entry into, exit from, and travel within its territory by United States personnel participating in the Cooperative Program while on missions under this Agreement.

8. Officials and employees of the Department participating in the Cooperative Program will enjoy the privileges and immunities accorded to diplomatic personnel of the Embassy of the United States of America in El Salvador in respect to immunity from the criminal jurisdiction of the Republic of El Salvador. Such officials and employees will enjoy immunity from civil and administrative jurisdiction of the Republic of El Salvador in respect to acts performed in the exercise of their functions under this Agreement.

9. The Government of El Salvador will permit the duty-free entry and the disposal of personal effects, household goods, and vehicles of United States personnel participating in the Cooperative Program and of their immediate household in accordance with the same practices and regulations as are applied by the Government of El Salvador to diplomatic personnel of the United States Embassy in El Salvador.

10. Salaries and income derived from sources outside of the Republic of El Salvador by the United States personnel participating in the Cooperative Program will not be subject to El Salvador taxes.

11. The Government of El Salvador will provide for duty-free import and export of materials such as equipment and supplies needed to conduct the necessary activities under the Cooperative Program. Equipment purchased by each participating country will remain the property of the country that purchased the equipment.

12. The Government of the Republic of El Salvador will provide free mailing privileges for correspondence and literature issued under the Cooperative Program.

13. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued jointly by the Ministry and the Department.

14. Neither the Government of El Salvador nor the United States Government will carry out studies or experiments with foot-and-mouth disease or rinderpest virus in the Republic of El Salvador.

15. The Government of the Republic of El Salvador agrees to actively seek whatever legislation is necessary to develop (a) an

effective foot-and-mouth disease and rinderpest prevention program and (b) an effective eradication program should foot-and-mouth disease or rinderpest occur.

16. The Government of the Republic of El Salvador agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, Ministry of Defense, and other Government and private organizations and other individuals in order to more effectively accomplish the object of this Agreement.

17. This Agreement may be amended to provide for joint action in the prevention, control and eradication of specific communicable diseases other than foot-and-mouth disease and rinderpest by an exchange of correspondence and mutual concurrence between the Ministers or Secretaries of Agriculture of the two countries. Such an amendment will be followed by an exchange of diplomatic notes between the two Governments. This Agreement may be amended in other matters by an exchange of correspondence between the Ministers or Secretaries of Agriculture of the two countries, confirmed by an exchange of diplomatic notes between the two Governments.

18. This Agreement shall remain in force until 120 days after either government shall have given written notice to the other of a desire to terminate the Agreement.

19. This Agreement shall enter into force on the date upon which notes are exchanged between the two Governments

28 Feb 1973 — E ALVAREZ C.

Date — *Ministerio de Agricultura y Ganadería*

28 February 1973 — HENRY E CATTO JR

Date — *Ambassador of the United States of America*

The Salvadoran Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE EL SALVADOR, C.A.
SECRETARIA DE ESTADO

A. No.-4000 — SAN SALVADOR, *2 de marzo de 1973*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia, No. 81, de fecha 28 del mes próximo pasado y con la cual remite copia en los idiomas castellano e inglés, del Acuerdo Cooperativo suscrito en esa misma fecha por el señor Enrique Alvarez Córdova, Ministro de Agricultura y Ganadería en representación del Gobierno de la República de El Salvador y Vuestra Excelencia en representación del Gobierno de Los Estados Unidos de América.

Al agradecer a Vuestra Excelencia tan amable atención, confirmo la aceptación del Convenio por parte de mi Gobierno y le reitero las seguridades de mi más alta y distinguida consideración.

MAURICIO ALFREDO BORGONOVO POHL

Mauricio Alfredo Borgonovo Pohl
Ministro de Relaciones Exteriores

Excelentísimo Señor HENRY E. CATTO,
Embajador Extraordinario y Plenipotenciario
de Los Estados Unidos de América.

ACUERDO COOPERATIVO ENTRE EL MINISTERIO DE AGRICULTURA Y GANADERIA DE LA REPUBLICA DE EL SALVADOR A TRAVES DE SUS DEPARTAMENTOS DE DEFENSA AGROPECUARIA Y DE SANIDAD ANIMAL Y EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMERICA, SERVICIO DE INSPECCION DE SANIDAD ANIMAL Y VEGETAL.

ENRQIUE ALVAREZ CORDOVA, mayor de edad, residente en la ciudad de San Salvador, actuando en nombre del Ministerio de Agricultura y Ganadería y sus Departamentos de Defensa Agropecuaria y de Sanidad Animal de la República de El Salvador, que en el curso de este Instrumento se denominará "El Ministerio" y el Servicio de Inspección de Sanidad Animal y Vegetal, actuando en representación del Secretario del Departamento de Agricultura de los Estados Unidos de América, que en lo sucesivo se denominará "El Departamento" por el presente convienen en celebrar un Acuerdo Cooperativo en la República de El Salvador, para prevenir la introducción en el territorio de esta República de la Fiebre Aftosa y Peste Bovina; para detectar rápidamente dichas enfermedades en caso de que éstas logren introducirse; y para proveer su erradicación en caso de que ocurriera un brote.

El Ministerio y El Departamento realizarán el Acuerdo Cooperativo conforme a las Leyes de la República de El Salvador. La Ley Pública 92–152 (21 U.S.C. 114b) autorizando al Secretario de Agricultura de los Estados Unidos de América a cooperar con los Gobiernos de México, Guatemala, El Salvador, Costa Rica, Honduras, Nicaragua, Honduras Británica, Panamá, Colombia y Canadá, en la prevención, control y erradicación de la Fiebre Aftosa, la Peste Bovina y otras enfermedades contagiosas de los animales (del ganado).

Bajo la autoridad de la Ley Pública 92–152, El Departamento llevará a cabo el trabajo cooperativo con El Ministerio. El Gobierno de la República de El Salvador proveerá presupuestos anuales para permitir al Ministerio cumplir con su parte en este Acuerdo. El

Departamento proveerá, sujeto a la disponibilidad, presupuestos anuales para complir su parte en el Acuerdo Cooperativo.

ORGANIZACION Y FUNCIONES GENERALES

Para el eficiente desarrollo de las actividades que se ejecutarán conforme a este Acuerdo Cooperativo, se conviene en:

1. Se establece un Acuerdo Cooperativo entre El Ministerio y El Departamento para prevenir la introducción al territorio de la República de El Salvador de la Fiebre Aftosa y la Peste Bovina.

2. El Ministerio proveerá los servicios de por lo menos un veterinario, asignado exclusivamente a las actividades cooperativas, bajo las especificaciones de este Acuerdo, en la República de El Salvador. El Departamento, sujeto a la disponibilidad de presupuesto proveerá los servicios de por lo menos un veterinario para ser asignado exclusivamente al programa cooperativo para prevenir la Fiebre Aftosa y Peste Bovina, en Centro América y Panamá. El veterinario de los Estados Unidos de América dividirá su tiempo entre la República de El Salvador y los otros países que cooperen en el Programa. El trabajo de campo en El Salvador se ejecutará por un equipo o equipos veterinarios, integrados por un veterinario de El Salvador y uno de los Estados Unidos. La selección de los veterinarios asignados al trabajo en el desarrollo del Programa Cooperativo en la República de El Salvador, será sujeto a la mutua aprobación del Ministerio y del Departamento.

Las actividades cooperativas incluirán:

a) Vigilancia contínua para enfermedades vesiculares y Peste Bovina.

b) Investigar las denuncias sobre enfermedades vesiculares y Peste Bovina.

c) Recolectar material de diagnóstico para el laboratorio (los materiales para el diagnóstico de animales con sospechas de la Fiebre Aftosa y Peste Bovina, se someterán al examen de un laboratorio reconocido por ambos países).

d) Participar en la organización de grupos de vigilancia entre los ganaderos, para denunciar cualquier evidencia de enfermedades vesiculares y Peste Bovina.

e) Desarrollar planes prácticos para la erradicación inmediata de la Fiebre Aftosa y Peste Bovina.

f) Entrenar a los veterinarios salvadoreños y otros, en la aplicación práctica de los planes de erradicación de la Fiebre Aftosa y Peste Bovina.

g) Preparar y distribuir materiales de información para ilustrar a los ganaderos sobre la Fiebre Aftosa y Peste Bovina.

h) Proveer asistencia técnica y consejería para obtener una legislación efectiva en El Salvador, que permitirá a éste actuar rápida y eficazmente en la erradicación de la Fiebre Aftosa y Peste Bovina.

i) Dar asistencia en el desarrollo y mejoramiento de los procedimientos de importación para la República de El Salvador; no obstante

los representantes de los Estados Unidos limitarán la asistencia a la consejería técnica en la formulación y majoras a las leyes; regulaciones y procedimientos para la importación de animales, productos y subproductos animales y materiales relacionados con éstos.

j) Conducir otras actividades relacionadas a la prevención de la Fiebre Aftosa y Peste Bovina en la República de El Salvador, tales como asesorar, revisar y evaluar periódicamente cualquier programa de prevención de estas enfermedades, que realice El Ministerio.

3. Los salarios y gastos del personal empleado por la República de El Salvador asignado al Programa Cooperativo, serán pagados por el Gobierno del El Salvador. Los salarios y gastos del personal empleado por El Departamento asignado al Programa Cooperativo, serán cubiertos por el referido Departamento.

4. El Ministerio y El Departamento efectuarán la selección de un comité consejero integrado por las personas que ellos consideren apropiadas. El comité asesor presentará recomendaciones para formular y mejorar las leyes, regulaciones y procedimientos para prevenir la entrada del la Fiebre Aftosa y Peste Bovina en el territorio de la República de El Salvador, para detectar rápidamente estas enfermedades si entraran al país, y suministrar los medios para la erradicación en caso de que ocurriera algún brote.

5. El Gobierno de El Salvador absorberá todos los gastos en que incurra la Fuerza Armada Salvadoreña, y otro personal de cuarentena y vigilancia que se requiera.

6. El Ministerio proporcionará personal adecuado, además de oficina e instalación adecuada al personal que asigne al Programa y al que asigne por su parte El Departamento para el trabajo administrativo bajo este Acuerdo.

7. El Gobierno de El Salvador facilitará la entrada, salida y viajes dentro de su territorio, al personal de Estados Unidos de América que labore en el Programa Cooperativo, cuando realice misiones relacionadas con este Acuerdo.

8. Los oficiales y empleados del Departamento que participan con el Programa Cooperativo, gozarán de los privilegios e inmunidades de que disfruta el personal diplomático de la Embajada de los Estados Unidos de América en El Salvador, en lo concerniente a la inmunidad en materia de jurisdicción criminal de la República de El Salvador. Tales oficiales y empleados gozarán de inmunidad en lo que respecta a jurisdicción civil y administrativa de la República de El Salvador en lo concerniente a actos ejecutados en el ejercicio de sus funciones bajo este Acuerdo.

9. El Gobierno de El Salvador permitirá la entrada libre de gravámenes aduanales y la enajenación de los efectos personales, enseres domésticos y vehículos, del personal que designe el Gobierno de los Estados Unidos de América para el Programa Cooperativo, y su familla inmediata, de acuerdo con las mismas prácticas y regulaciones

que aplica el Gobierno de El Salvador al personal diplomático de la Embajada de los Estados Unidos de América, en El Salvador.

10. Los salarios e ingresos derivados de fuentes fuera de la República de El Salvador por el personal de los Estados Unidos de América asignado al Programa Cooperativo, no estarán sujetos a los impuestos salvadoreños.

11. El Gobierno de El Salvador proveerá libre de gravámenes aduanales, la importación y exportación de materiales, tales como equipos e implementos necesarios para el desarrollo de las actividades del Programa Cooperativo. El equipo que adquiera cada país participante en este Acuerdo, será de su propiedad.

12. El Gobierno de la República de El Salvador, concederá franquicia postal para la correspondencia y literatura que se envíe en relación al Programa Cooperativo.

13. Las comunicaciones, regulaciones e instrucciones pertenecientes a las operaciones dentro del Acuerdo, serán emitidas conjuntamente por El Ministerio y El Departamento.

14. Tanto el Gobierno de la República de El Salvador como el Gobierno de los Estados Unidos de América, no podrán realizar estudios o experimentos relacionados con la Fiebre Aftosa y Peste Bovina en El Salvador.

15. El Gobierno de la República de El Salvador acuerda buscar activamente cualquier legislación que sea necesaria para desarrollar:

a) un programa efectivo de prevención de Fiebre Aftosa o Peste Bovina;

b) un programa efectivo de erradicación, en caso de que ocurrieran brotes de tales enfermedades.

16. El Gobierno de la República de El Salvador acuerda buscar activamente la cooperación de personas particulares y de organizaciones tales como criadores de ganado, organizaciones ganaderas, Ministerio de Defensa, y de otras organizaciones privadas y gubernamentales, y de personas particulares, a modo de llevar a cabo más efectivamente el objetivo de este Acuerdo.

17. Este Acuerdo podrá ser reformado a los efectos de prever la acción mutua en la prevención, control y erradicación de enfermedades contagiosas específicas además de la Fiebre Aftosa y la Peste Bovina por un intercambio de correspondencia y de mutuo acuerdo entre los Ministros o Secretarios de Agricultura de los dos países. A tal reforma le seguirá un intercambio de notas diplomáticas entre los dos Gobiernos. Este Acuerdo puede ser reformado en otros aspectos por un intercambio de correspondencia entre los Ministros o Secretarios de Agricultura de los dos países, confirmado por un intercambio de notas diplomáticas entre los dos Gobiernos.

18. El presente Acuerdo tendrá vigencia hasta 120 díes después de que cualquiera de los dos Gobiernos haya notificado por escrito a la otra parte su deseo de retirarse del mismo.

19. Este instrumento entrará en vigor en la fecha del intercambio de notas diplomaticas de los dos Gobiernos confirmando su acuerdo con el contenido del presente Acuerdo Cooperativo.

E ALVAREZ C.

Fecha 28 Feb. 1973

Ministerio de Agricultura y Ganadería

H E CATTO JR

Fecha Feb. 28, 1973

Embajador de los Estados Unidos de América

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF EL SALVADOR
DEPARTMENT OF STATE

A. No. 4000

SAN SALVADOR, *March 2, 1973*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note No. 81 of February 28, 1973, transmitting a copy in the Spanish and English languages of the Cooperative Agreement signed on that same date by Mr. Enrique Alvarez Córdova, Minister of Agriculture and Livestock, representing the Government of the Republic of El Salvador, and Your Excellency, representing the Government of the United States of America.

Thanking Your Excellency for your courteous attention, I confirm my Government's acceptance of the Agreement and renew to you the assurances of my highest and most distinguished consideration.

MAURICIO ALFREDO BORGONOVO POHL

Mauricio Alfredo Borgonovo Pohl
Minister of Foreign Affairs

His Excellency
HENRY E. CATTO,
Ambassador Extraordinary and Plenipotentiary of the United States of America.

CANADA

Defense: Use of Facilities at Goose Bay Airport, Newfoundland

Agreement effected by exchange of notes
Signed at Ottawa June 29, 1973;
Entered into force July 1, 1973.

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

No. 124 OTTAWA, *June 29, 1973*

SIR:

I have the honor to refer to agreements between the Governments of the United States and of Canada effected by exchanges of notes dated December 5, 1952 and July 13, 1972,[1] regarding the Leasing of Certain Lands Situated Within R.C.A.F. Station Goose Bay, Newfoundland, and to recent discussions which have taken place between representatives of our two Governments concerning new arrangements for the use of facilities at the Goose Bay Airport by the United States after the expiration of the aforementioned agreements on June 30, 1973, whereby Canada will acquire and operate the facilities at the Airport in support of military and civil users.

As a result of these discussions, I now have the honor to propose that the conditions set forth in the attached Annex, which accord with the understandings reached between representatives of our two Governments, should govern the use of facilities at the Goose Bay Airport by the United States after June 30, 1973.

If these conditions are acceptable to your Government, I propose that this Note, together with its Annex, and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on July 1, 1973 and remain in effect until June 30, 1976. It is understood that the present agreement shall supersede

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[1] TIAS 2730, 7405; 3 UST 5295; 23 UST 1293.

30-236 O - 75 - 46

the afore-mentioned agreements effected by the exchanges of notes dated December 5, 1952 and July 13, 1972.

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

ADOLPH W. SCHMIDT

Enclosure:
Annex

The Honourable
MITCHELL SHARP, P.C.,
Secretary of State
for External Affairs,
Ottawa

ANNEX

CONDITIONS GOVERNING THE USE OF FACILITIES AT GOOSE BAY AIRPORT BY THE UNITED STATES

(Hereinafter, unless the context otherwise requires, "Canada" means the Government of Canada, "United States" means the Government of the United States of America, and "Goose Bay" means the Goose Bay Airport.)

1. Facilities

a. As provided in the exchanges of notes of December 5, 1952, and July 13, 1972, constituting Agreements between the United States and Canada regarding the Leasing of Certain Lands Situated Within R.C.A.F. Station Goose Bay, Newfoundland, all buildings, structures and improvements permanently affixed to the realty at Goose Bay by the United States become the property of Canada upon termination of said lease agreement on June 30, 1973. The ownership of all other property, including removable improvements, equipment, material, supplies and goods, brought into or acquired in Canada by the United States in connection with its operations at Goose Bay shall remain in the United States during and after the termination of this present Agreement. Except as otherwise provided in this Agreement, or in any related implementing agreements concluded in accordance with paragraph 8 of this Annex, the United States shall have the unrestricted right of removing or disposing of all such property, provided that removal or disposition shall not be delayed beyond a reasonable time after the termination of this Agreement. The disposition within Canada of United States excess property at Goose Bay will be effected in accordance with the exchange of notes between the United States and Canada of August 28, 1961, and

September 1, 1961,[1] concerning the Disposal of United States Excess Property in Canada.

b. Canada shall make available, without charge, appropriate facilities for the use of the United States at Goose Bay, such as hangars, warehouses, office buildings, family quarters, barracks, shops, hardstands, parking aprons, and storage and distribution facilities for aviation fuel and other petroleum supplies. These facilities will be identified in implementing agreements concluded in accordance with paragraph 8 of this Annex.

2. Operating rights

Aircraft operated by, for, or under the control of the United States Armed Forces shall have the right to use Goose Bay, subject to air traffic control by Canada and prior notification of all expected arrivals to appropriate Canadian airport authorities at Goose Bay. The United States shall have such rights as are necessary to support the operation of the aforementioned aircraft at Goose Bay, including the right:

a. of free access to and egress from the facilities made available for the use of the United States at Goose Bay, including free and uninterrupted use of roadways, subject to any reasonable vehicle control measures that may be imposed by the Airport Manager at Goose Bay;

b. to station personnel at Goose Bay, to issue orders for their control and command, and to undertake such internal security measures as may be deemed necessary by United States military authorities; and

c. to install and operate military equipment, including communications equipment, radar, and other electronic devices, provided that new installations of electronic equipment shall not interfere with existing Canadian installations and shall be subject to the right of Canada to allocate frequencies and control power and type of emission.

3. Base support

Canada shall be responsible for all base support functions at Goose Bay, such as real property maintenance and repair, billeting and housing, utilities, air traffic control, aircraft ground support services, food service, ground transportation, snow removal, weather service, and maintenance of base support equipment. The United States shall be responsible for the provision to its personnel of certain services such as medical care, dependent schooling, commissary, base exchange, and recreation facilities. In addition, the United States shall be responsible for the provision of aviation and ground fuels and certain equipment and spares as specified in implementing agreements concluded in accordance with paragraph 8 of this Annex.

[1] TIAS 4841; 12 UST 1228.

4. Financing.

a. As a general principle, Canada and the United States shall each bear its own costs of operation at Goose Bay, including the cost of performing their respective functions in accordance with paragraph 3 of this Annex; provided that implementing agreements concluded in accordance with paragraph 8 of this Annex may specify that the provision of certain items or services by one party to the other party shall be subject to some form of reimbursement.

b. Any action required to be taken under this Agreement shall be subject to the availability of appropriated funds.

5. Canadian Law

The laws of Canada shall apply throughout Goose Bay.

6. Status of Forces

The provisions of the North Atlantic Treaty Organization Status of Forces Agreement signed in London on June 19, 1951,[1] shall apply.

7. Taxes and Customs Duties

a. Canada shall grant remission of customs duties and excise taxes on goods imported into Canada, and of federal sales and excise taxes on goods purchased in Canada, which are or will become the property of the United States and are to be used in the establishment, maintenance or operation of facilities at Goose Bay. Canada shall also grant refunds by way of drawback of the customs duty paid on goods imported by Canadian manufacturers and used in the manufacture or production of goods purchased by or on behalf of the United States which are or will become the property of the United States in connection with the establishment, maintenance or operation of the facilities at Goose Bay.

b. The United States will not be required to pay any tax or fee in respect of the registration or licensing of motor vehicles for use in connection with its operations at Goose Bay.

c. Subparagraphs a and b above shall in no way limit the application of customs or fiscal exemptions or tax relief provided by the North Atlantic Treaty Organization Status of Forces Agreement or other agreements between the United States and Canada.

8. Implementing Arrangements and Agreements

Implementing arrangements and agreements between appropriate agencies of the two Governments may be made from time to time for the purpose of carrying out the intent of this Agreement.

9. Duration of Agreement

This Agreement shall remain in force until June 30, 1976. Any usage by the United States of facilities at Goose Bay beyond that date will be subject to agreement between the parties.

[1] TIAS 2846; 4 UST 1792.

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

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. FLA-363

OTTAWA, *June 29, 1973*

EXCELLENCY,

I have the honour to refer to your Note No. 124 of June 29, 1973 proposing that the conditions set forth in it and the Annex thereto, which accord with the understandings reached between representatives of our two Governments, should govern the use of facilities at the Goose Bay Airport by the United States after June 30, 1973.

I am pleased to inform you that my Government concurs in the proposal set forth in your Note. My Government further agrees that your Note, together with its Annex, and this reply, which is authentic in English and French, shall constitute an agreement between our two Governments which shall enter into force on July 1, 1973, and remain in effect until June 30, 1976.

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

MITCHELL SHARP

Secretary of State for External Affairs

His Excellency The Honourable
ADOLPH W. SCHMIDT,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

FLA-363

OTTAWA, K1A OG2, *29 juin 1973.*

EXCELLENCE,

J'ai l'honneur de me référer à votre Note n° 124 en date du 29 juin, 1973 dans laquelle il est proposé que les conditions énoncées dans ladite Note et dans son Annexe, conformément à l'entente intervenue entre les représentants de nos deux Gouvernements à ce sujet, régissent

l'utilisation des installations de l'aéroport de Goose Bay par les Etats-Unis après le 30 juin 1973.

Je suis heureux de vous informer que la proposition énoncée dans votre Note agrée à mon Gouvernement qui accept en outre que votre Note et son Annexe, et la présente réponse, dont les versions anglaise et française font également foi, constituent, entre nos deux Gouvernements, un Accord qui entrera en vigueur le 1er juillet 1973 et le demeurera jusqu'au 30 juin 1976.

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

Le secrétaire d'Etat aux
Affaires extérieures.

MITCHELL SHARP

Son Excellence l'Honorable
ADOLPH W. SCHMIDT
Ambassadeur des Etats-Unis
d'Amérique
Ottawa.

KHMER REPUBLIC

Agricultural Commodities

Agreement signed at Phnom Penh July 25, 1973;
Entered into force July 25, 1973.
And amending agreements
Effected by exchange of notes
Signed at Phnom Penh August 2, 1973;
Entered into force August 2, 1973.
And exchange of notes
Signed at Phnom Penh August 9, 1973;
Entered into force August 9, 1973.
And exchange of notes
Signed at Phnom Penh August 13, 1973;
Entered into force August 13, 1973.

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

The Government of the United States of America and the Government of the Khmer Republic have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the March 2, 1971 Agreement, [1] the Convertible Local Currency Credit Annex of the January 13, 1972 Agreement, [2] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Tobacco	1974	750 metric tons	$1, 901
Wheat/Wheat Flour (Wheat Basis)	1974	5,500 metric tons	669
		TOTAL	$2, 570

[1] TIAS 7079; 22 UST 441.
[2] TIAS 7269; 23 UST 14.

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment – None
2. Currency Use Payment – up to 100 percent of the amount disbursed by the Government of the exporting country plus accrued interest. Pursuant to PL 480, Section 103(b), [1] the currency use payment shall be utilized as follows:

   a. U.S. expenditures – PL 480, Section 104(a) – 20 percent of the amount disbursed plus accrued interest.
   b. Grant for common defense – PL 480, Section 104(c) – up to 80 percent of the amount disbursed at the option of the exporting country.
   c. The entire currency use payment is payable upon demand by the Government of the exporting country, in amounts as it may determine, and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement under this agreement.
3. Number of Installment Payments – 31
4. Amount of Each Installment Payment – Approximately equal annual amounts.
5. Due Date of First Installment Payment – Ten years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Requirements: None.

ITEM IV. Export Limitations:

a. With respect to each commodity financed under this agreement, the export limitation period for same or like commodities shall be the U.S. Fiscal Year 1974 and each subsequent fiscal year during which said commodities financed under this agreement are being imported or utilized.
b. For purposes of Part I, ART III A3 of the Agreement, commodities considered be same as or like commodities financed under this agreement are: for wheat/wheat flour – wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same product under a different name).

ITEM V. Self-Help Measures:

The Government of the Khmer Republic agrees to give priority attention to protecting the harvest, storage, and movement of agricultural commodities.

[1] 80 Stat. 1528; 7 U.S.C., § 1703(b).

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Other Provisions:

a. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.
b. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex: The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement to be applied to the economic development used set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential) provided, however, that the sales proceeds to be so applied shall be reduced by the payments, if any, made by the government of the importing country pursuant to the proviso in Sec 103(B) of the Act (such payment is herein called "The Currency Use Payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the Central Monetary Authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged to comparable loans in the importing country. The government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such time as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by appropriate audit authority of the government of the importing country, and in the case of expenditures the budget sector in which they were used.
c. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of

the first principal installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first principal installment payment, until value of the currency use payment has been offset.

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

DONE at Phnom Penh, in duplicate, this 25 day of July, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE KHMER REPUBLIC:
EMORY C. SWANK	LONG BORET

Agreed Minute With Reference to the Agricultural Commodities Agreement of July 25, 1973

The Government of the Khmer Republic understands that the Agricultural Trade Development and Assistance Act of 1954, as amended (Public Law 480) requires that Agricultural Commodity Sales Agreements provide for termination thereof, whenever the Government of the United States of America finds that the self-help program described in a particular Commodity Sales Agreement is not being adequately developed. The Government of the Khmer Republic further understands that the Government of the United States of America can in such case terminate the Commodity Sales Agreement under the termination clause.

ECS LB

July 25, 1973

[AMENDING AGREEMENTS]

The American Chargé d'Affaires ad interim to the Khmer Minister of State in Charge of Foreign Affairs

No. 375 PHNOM PENH, *August 2, 1973*

EXCELLENCY:

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973 and propose that Part II, Particular Provisions, be

amended to add funds to allow the full purchase of wheat/wheat flour described in the Agreement. The proposed changes follow:

Under Item I, Commodity Table, on the line titled "Wheat/Wheat Flour" and under the column titled "Maximum Export Market Value", change "669" to "844" and on line titled "Total" change "$2,570" to "$2,745".

All other terms and conditions of the July 25, 1973 Agreement remain the same.

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

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

THOMAS O. ENDERS

His Excellency
LONG BORET
Minister of State in Charge of Foreign Affairs
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs to the American Ambassador

MINISTERE DES AFFAIRES
ETRANGERES

N° 792/DGE/AE PHNOM-PENH, *August 2, 1973*

EXCELLENCY,

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

"EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973 and propose that Part II, Particular Provisions, be amended to add funds to allow the full purchase of wheat/wheat flour described in the Agreement. The proposed changes follow:

Under Item I, Commodity Table, on the line titled "Wheat/Wheat Flour" and under the column titled "Maximum Export Market Value", change "669" to "844" and on line titled "Total" change "$2,570" to "$2,745".

All other terms and conditions of the July 25, 1973 Agreement remain the same.

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

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

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

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

[SEAL] LONG BORET

Long Boret
Minister of State in Charge of Foreign Affairs

His Excellency EMORY C. SWANK
Ambassador of the United States of America
Phnom-Penh

The American Ambassador to the Khmer Minister of State in Charge of Foreign Affairs

No. 396 PHNOM PENH, *August 9, 1973*

EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973, as amended on August 2, 1973, and propose that Part II, Particular Provisions, be amended to add funds to allow the full purchase of wheat/wheat flour in the Agreement, under Item I, Commodity Table, as follows:

On line titled "Wheat/Wheat Flour" and under column titled "Maximum Export Market Value", change "844" to "1,024" and on line titled "Total" change "2,745" to "2,925".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

EMORY C. SWANK

Emory C. Swank
Ambassador

His Excellency
LONG BORET
Minister of State in Charge of Foreign Affairs
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs to the American Ambassador

MINISTERE DES AFFAIRES
ETRANGERES

No. 820/DGE/AE

PHNOM PENH, *August 9, 1973*

EXCELLENCY,

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

"EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973, as amended on August 2, 1973, and propose that Part II, Particular Provisions, be amended to add funds to allow the full purchase of wheat/wheat flour in the Agreement, under Item I, Commodity Table, as follows:

On line titled "Wheat/Wheat Flour" and under column titled "Maximum Export Market Value", change "844" to "1,024" and on line titled "Total" change "2,745" to "2,925".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's note and this note shall be regarded as constituting an Agreement between

the two Governments, which will enter into effect on the date of their signature.

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

[SEAL] LONG BORET

Long Boret
Minister of State in Charge of Foreign Affairs

His Excellency EMORY C. SWANK,
Ambassador of the United States of America
Phnom-Penh

The American Ambassador to the Khmer Minister of State in Charge of Foreign Affairs

No. 392 PHNOM PENH, *August 13, 1973*

EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973, as amended on August 2, 1973 and on August 9, 1973, and propose that Part II, Particular Provisions, be amended as follows:

Item I. Commodity Table: On the line below the last listed commodity and under the appropriate column headings, add "Rice; 1974; 35,000 MT, 10,803," and on the line titled "Total" change "$2,925" to "$13,728."

Item IV. Export Limitations: In sub-paragraph B, delete the period at the end of the sentence and add "and for rice—rice in the form of paddy, brown or milled."

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

EMORY C. SWANK

Emory C. Swank
Ambassador

His Excellency
LONG BORET
Minister of State in Charge of Foreign Affairs
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs to the American Ambassador

MINISTERE DES
AFFAIRES ETRANGERES

N° 836/DGE/AE

PHNOM-PENH, *August 13, 1973*

EXCELLENCY,

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

"EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973, as amended on August 2, 1973 and on August 9, 1973, and propose that Part II, Particular Provisions, be amended as follows:

Item I. Commodity Table: On the line below the last listed commodity and under the appropriate column headings, add "Rice; 1974; 35,000 MT; 10,803," and on the line titled "Total" change "$2,925" to "$13,728."

Item IV. Export Limitations: In sub-paragraph B, delete the period at the end of the sentence and add "and for rice—rice in the form of paddy, brown or milled."

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

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

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

LONG BORET

Long Boret
Minister of State in Charge
[SEAL] *of Foreign Affair*

His Excellency EMORY C. SWANK
Ambassador of the United States
of America
Phnom Penh

REPUBLIC OF KOREA

Extension of Loan of Vessels: U.S.S. *Holt*, U.S.S. *Erben*, U.S.S. *Hickox*, and U.S.S. *Halsey Powell*

Agreement effected by exchange of notes Signed at Seoul April 27 and August 18, 1973; Entered into force August 18, 1973.

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

No. 176 SEOUL, *April 27, 1973*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments regarding the extensions of the loans to the Government of the Republic of Korea of four naval vessels.

The loans of these naval vessels were made pursuant to the exchange of notes signed at Seoul on December 14, 1962 and February 11, 1963 (which were extended by notes dated January 22 and February 20, 1970) and on April 26, 1968. [1]

I now have the honor to inform Your Excellency that the Government of the United States has decided in the future to sell rather than loan or lease vessels, and to offer for sale ships now on loan or lease which are in excess of United States naval requirements. The four vessels referred to above are included in this category.

In view of the fact that the budget of the Government of the Republic of Korea has already been established for the current calendar year, the United States Government is prepared to extend the loans of the four vessels named above for the periods indicated which would permit the Government of the Republic of Korea to purchase the vessels on a phased basis in subsequent years:

ROKN Ship	Ex-U.S. Ship	New Expiration Dates of Loans
DD-92	HALSEY POWELL (DD-686)	April 27, 1977
DD-91	ERBEN (DD-632)	May 16, 1975
DE-73	HOLT (DE-706)	June 19, 1974
DD-93	HICKOX (DD-673)	November 15, 1976

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor further to propose that Your Excellency's reply to that effect shall, together with my note, constitute an agree-

[1] TIAS 5298, 6842, 6483; 14 UST 209; 21 UST 585; 19 UST 4819.

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ment between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

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

FRANCIS T. UNDERHILL
Chargé d'Affaires ad interim

His Excellency
KIM YONG SHIK,
Minister of Foreign Affairs,
Seoul.

The Korean Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SEOUL

OBJ-779 AUGUST 18, 1973

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 176 dated April 27, 1973 which reads as follows:

"I have the honor to refer to discussions between representatives of our two Governments regarding the extensions of the loans to the Government of the Republic of Korea of four naval vessels.

The loans of these naval vessels were made pursuant to the exchange of notes signed at Seoul on December 14, 1962 and February 11, 1963 (which were extended by notes dated January 22 and February 20, 1970) and on April 26, 1968.

I now have the honor to inform Your Excellency that the Government of the United States has decided in the future to sell rather than loan or lease vessels, and to offer for sale ships now on loan or lease which are in excess of United States naval requirements. The four vessels referred to above are included in this category.

In view of the fact that the budget of the Government of the Republic of Korea has already been established for the current calendar year, the United States Government is prepared to extend the loans of the four vessels named above for the periods indicated which would permit the Government of the Republic of Korea to purchase the vessels on a phased basis in subsequent years:

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DD-91	ERBEN (DD-632)	May 16, 1975
DE-73	HOLT (DE-706)	June 19, 1974
DD-93	HICKOX (DD-673)	November 15, 1976

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor further to propose that Your Excellency's reply to that effect shall, together with my note, constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply."

I have the honour to inform Your Excellency that the proposals contained in your Note are acceptable to the Government of the Republic of Korea and to confirm that Your Excellency's Note and this Note in reply constitute an agreement between our two Governments on this matter, which shall enter into force as from this date.

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

KIM YONG SHIK

Minister of Foreign Affairs

His Excellency
PHILIP C. HABIB,
Ambassador of the United States of America,
Seoul

LUXEMBOURG

Mutual Defense Assistance

Agreement amending Annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Luxembourg August 3 and 20, 1973;
Entered into force August 20, 1973.

The American Ambassador to the Luxembourg Minister of Foreign Affairs

No. 60 LUXEMBOURG, *August 3, 1973.*

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 47 of June 29, 1973 and to the Note dated July 12, 1973 [1] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement [2] between the United States of America and Luxembourg to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1973. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1972 to June 30, 1973 and the text changed to reflect the actual administrative expenses foreseen in connection with carrying out the Mutual Defense Assistance Agreement. It is accordingly proposed that the text of Annex B be amended to read as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Luxembourg in conjunction with the Government of Belgium, will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Embassy at Luxembourg and the and the United States Embassy at Brussels, not to exceed in total 9,257,664 Luxembourg and Belgian francs, for their use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period July 1, 1972–June 30, 1973."

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Luxembourg Government, the

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[1] Not printed.
[2] TIAS 2014, 7412; 1 UST 69; 23 UST 1315.

Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter in force on the date of Your Excellency's note.

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

RUTH LEWIS FARKAS

His Excellency
GASTON THORN,
Minister of Foreign Affairs,
Grand Duchy of Luxembourg.

The Luxembourg Secretary of State, Ministry of the Interior, to the American Ambassador

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES
n° 31.11.221

LUXEMBOURG, *le 20 août 1973*

MADAME L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre n°60 de Votre Excellence du 3 août 1973, ayant pour objet la modification pour l'exercice fiscal 1972–1973 de l'annexe B de l'Accord d'Aide pour la Défense Mutuelle entre le Luxembourg et les Etats-Unis d'Amérique.

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

> "En exécution du paragraphe 1 de l'article V de l'Accord d'Aide pour la Défense Mutuelle, le Gouvernement luxembourgeois, conjointement avec le Gouvernement belge, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Luxembourg et l'Ambassade des Etats-Unis à Bruxelles, à l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, des francs belges et luxembourgeois, dont le total ne dépassera pas 9.257.664.–francs belges et luxembourgeois, en vue du règlement des dépenses administratives en Belgique et au Luxembourg résultant de l'exécution de cet Accord pour la période du 1er juillet 1972 au 30 juin 1973".

Je marque également mon accord pour considérer que la lettre de Votre Excellence en date du 3 août 1973 et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui entrera en vigueur à la date de ce jour.

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

Pour le Ministre des Affaires Etrangères,
le Secrétaire d'Etat au Ministère de l'Intérieur,

E. KRIEPS

Son Excellence
Mme RUTH LEWIS FARKAS
Ambassadeur des
Etats-Unis
à
Luxembourg

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 31.11.221

LUXEMBOURG, *August 20, 1973*

MADAM:

I have the honor to acknowledge receipt of Your Excellency's note No. 60 dated August 3, 1973, concerning a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Luxembourg for the fiscal year 1972–1973.

I inform Your Excellency that the following text is acceptable to the Government of Luxembourg:

[For the English language text, see p. 1960.]

Further, I hereby express my agreement in considering that Your Excellency's note of August 3, 1973, and this reply thereto will constitute an agreement between our two Governments on this subject which shall enter in force on today's date.

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

For the Minister of Foreign Affairs:

E. KRIEPS

Secretary of State, Ministry of the Interior

Her Excellency
RUTH LEWIS FARKAS,
Ambassador of the United States of America,
Luxembourg.

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of October 2, 1972, as amended.
Effected by exchange of notes
Signed at Saigon August 15, 1973;
Entered into force August 15, 1973.

The American Ambassador to the Vietnamese Acting Minister of Foreign Affairs

No. 247 AUGUST 15, 1973

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, [1] as amended, and to propose that Part II, Particular Provisions, be further amended by adding 40,000 metric tons of rice as follows:

Item I, Commodity Table: On the line entitled "Rice", and under the appropriate column headings, delete "265,000 M/T" and "$71.5", and insert "305,000 M/T" and "$83.9". On the line entitled "Total", delete "$71.5", and insert "$83.9".

All other terms and conditions of the October 2, 1972 Agreement, as amended, remain the same.

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

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
NGUYEN PHU DUC
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon

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[1] TIAS 7464, 7519, 7554, 7593, 7621; 23 UST 2764, 3721; *ante*, pp. 415, 871, 1049.

The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
THE MINISTER

No 3517-EF/HT

SAIGON, *August 15 1973*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 247 dated August 15, 1973 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended, and to propose that Part II, Particular Provisions, be further amended by adding 40,000 metric tons of rice as follows:

Item I, Commodity Table: On the line entitled "Rice", and under the appropriate column headings, delete "265,000 M/T" and "$71.5", and insert "305,000 M/T" and "$83.9". On the line entitled "Total", delete "$71.5", and insert "$83.9".

All other terms and conditions of the October 2, 1972 Agreement, as amended, remain the same.

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

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

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

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

[SEAL] NGUYEN PHU DUC

Nguyễn-Phú-Dúc
Acting Minister of Foreign Affairs

His Excellency
GRAHAM MARTIN
Ambassador of the United States of America.
Saigon

FIJI

Extradition: Continued Application to Fiji of the United States-United Kingdom Treaty of December 22, 1931

Agreement effected by exchange of notes
Signed at Suva and Washington July 14, 1972
and August 17, 1973;
Entered into force August 17, 1973.

The Fijian Prime Minister and Minister for Foreign Affairs to the Secretary of State

PRIME MINISTER
SUVA, FIJI

1173/12/2

14th JULY, 1972.

SIR,

I have the honour to refer to the declaration made on 10 October 1970 to the Secretary-General of the United Nations, in which it was stated that the Government of Fiji, conscious of the desirability of maintaining existing legal relationships, and conscious of its obligations under international law to honour its treaty commitments, acknowledged that many treaty rights and obligations of the Government of the United Kingdom in respect of Fiji were succeeded to by Fiji upon independence by virtue of customary international law; but that since it is likely that in virtue of customary international law certain treaties might have lapsed at the date of independence of Fiji it seemed essential that each treaty should be subjected to legal examination; and that it was proposed that after this examination would have been completed, to indicate which, if any, of the treaties which might have lapsed by customary international law the Government of Fiji might wish to treat as having lapsed.

The Government of Fiji has examined the extradition treaty entered into between the United Kingdom and United States of America on 22 December 1931. [1]

I have the honour to inform you that it is the desire of the Government of Fiji that the above treaty should be regarded as in force between our respective countries, and as continuing to regulate extra-

[1] TS 849; 47 Stat. 2122.

dition arrangements between them pending any new treaty which might be concluded. The Government of Fiji records its understanding that the functions performed by the Governor of Fiji are now performable by the Governor-General.

I have the honour to suggest that your Government's reply in the above sense and this Note should be considered by our respective Governments as constituting an Agreement to that effect.

Reference is made to Circular Note LE 313 of 27 February 1964 in which the Secretary General of the United Nations requested members which were hosts to a major office or regional headquarters of the United Nations to raise the question with countries with which those States had extradition arrangements of extradition of United Nations personnel.

Fiji is host to the office of the Representative for the South Pacific of the World Health Organisation. Pursuant to the above mentioned Circular Note, the Government of Fiji requests your Government when considering the continuation of extradition relations with Fiji to consider also giving assurance that it will not request or take steps to effect the extradition of persons who are in Fiji in response to a United Nations invitation, during a period of time reasonably related to the invitation.

I have the honour to be,
Sir,
Your Obedient Servant

K.K.T. MARA

(K.K.T. Mara)
Prime Minister and Minister for Foreign Affairs

THE SECRETARY OF STATE,
United States of America.

The Secretary of State to the Fijian Prime Minister and Minister for Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

AUGUST 17, 1973

SIR:

I have the honor to refer to your note of July 14, 1972 in which it is stated that the Government of Fiji desires that the extradition treaty of December 22, 1931 between the United States of America and the

United Kingdom be regarded as in force between the United States and Fiji, and as continuing to regulate extradition arrangements between them pending any new treaty which might be concluded. It is noted that the Government of Fiji records its understanding that the functions performed by the Governor of Fiji are now performable by the Governor-General.

I have the honor to inform you that the Government of the United States of America considers that the above-mentioned treaty continues in force between the United States of America and Fiji and that your note and this reply constitute an agreement to that effect.

The Government of the United States continues to have under consideration the giving of assurance that it will not request or take steps to effect the extradition of persons who are in Fiji in response to a United Nations invitation, during a period of time reasonably related to the invitation.

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

WILLIAM P. ROGERS

Secretary of State
of the United States of America

The Right Honorable
Ratu Sir KAMISESE K. T. MARA, K. B. E., P. C.,
Prime Minister and Minister for
Foreign Affairs of Fiji,
Suva.

MEXICO

Colorado River Salinity

Agreement confirming minute no. 242 of the International Boundary and Water Commission, United States and Mexico. Effected by exchange of notes
Signed at México and Tlatelolco August 30, 1973;
Entered into force August 30, 1973.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 1234

MEXICO, D.F., *August 30, 1973*

EXCELLENCY:

I have the honor to refer to Minute No. 242 of the International Boundary and Water Commission signed August 30, 1973, entitled "Permanent and Definitive Solution to the International Problem of the Salinity of the Colorado River". Point 10 of that Minute, consistent with the provisions of Article 24 (d) and Article 25 of the Treaty of February 3, 1944,[1] provides that it shall be expressly approved by both Governments.

Accordingly, if the Government of the United Mexican States is in agreement, I propose that the present note and Your Excellency's note in reply to the same effect, constitute an agreement between the Government of the United States of America and the Government of the United Mexican States confirming the provisions of Minute No. 242, which shall enter into force upon the date of these notes, subject, however, to the conditions of point 10 of said Minute.

Accept, Excellency, the assurances of my highest consideration.

ROBERT H. MCBRIDE

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D.F.

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[1] TS 994; 59 Stat. 1219.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Núm. 11154 TLATELOLCO, D. F., *a 30 de agosto de 1973.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 1234, fechada el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo el honor de hacer referencia al Acta número 242 de la Comisión Internacional de Límites y Aguas firmada el 30 de agosto de 1973, intitulada "Solución Permanente y Definitiva del Problema Internacional de la Salinidad del Río Colorado". El punto 10 de dicha Acta, de conformidad con lo estipulado en el Artículo 24 (d) y el Artículo 25 del Tratado del 3 de febrero de 1944, estipula que deberá ser expresamente aprobada por ambos Gobiernos.

Por lo tanto, si el Gobierno de los Estados Unidos Mexicanos está de acuerdo, propongo que la presente nota y la nota de respuesta de Vuestra Excelencia constituyan un Acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos confirmando las estipulaciones del Acta 242, la cual entrará en vigor en la fecha de dichas notas, sujeto, sin embargo, a las condiciones del punto 10 del Acta mencionada".

En respuesta, tengo el honor de comunicar a Vuestra Excelencia que el Gobierno de los Estados Unidos Mexicanos está de acuerdo con los términos de la nota que transcribo y, en consecuencia, considera que dicha nota y la presente constituyen un acuerdo entre nuestros dos Gobiernos, el cual entra en vigor el día de hoy.

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

E. O. RABASA

Excelentísimo señor
ROBERT HENRY MCBRIDE
Embajador de los Estados Unidos de America,
Ciudad.

Translation

UNITED MEXICAN STATES
DEPARTMENT OF FOREIGN RELATIONS
MEXICO

No. 11154 TLATELOLCO, D.F., *August 30, 1973*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 1234, dated today, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 1968.]

In reply, I have the honor to inform Your Excellency that the Government of the United Mexican States concurs in the terms of the note transcribed above, and accordingly it considers that the aforesaid note and this reply thereto shall constitute an agreement between our two Governments which shall enter into force today.

I take this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

E. O. RABASA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador of the United States of America,
Mexico, D.F.

INTERNATIONAL BOUNDARY AND WATER COMMISSION, UNITED STATES AND MEXICO

Mexico, D.F.,
August 30, 1973.

Minute No. 242

PERMANENT AND DEFINITIVE SOLUTION TO THE INTERNATIONAL PROBLEM OF THE SALINITY OF THE COLORADO RIVER.

The Commission met at the Secretariat of Foreign Relations, at Mexico, D.F., at 5:00 p.m. on August 30, 1973, pursuant to the instructions received by the two Commissioners from their respective Governments, in order to incorporate in a Minute of the Commission the joint recommendations which were made to their respective Presidents by the Special Representative of President Richard Nixon, Ambassador Herbert Brownell, and the Secretary of Foreign Relations of Mexico, Lic. Emilio O. Rabasa, and which have been approved by the Presidents, for a permanent and definitive solution of the international problem of the salinity of the Colorado River, resulting from the negotiations which they, and their technical and juridical advisers, held in June, July and August of 1973, in compliance with the references to this matter contained in the Joint Communique of Presidents Richard Nixon and Luis Echeverría of June 17, 1972. [1]

COMISION INTERNACIONAL DE LIMITES Y AGUAS ENTRE MEXICO Y ESTADOS UNIDOS

México, D.F.,
30 de agosto de 1973.

Acta Num. 242

SOLUCION PERMANENTE Y DEFINITIVA DEL PROBLEMA INTERNACIONAL DE LA SALINIDAD DEL RIO COLORADO.

La Comisión se reunió en la Secretaría de Relaciones Exteriores, en México, D.F., a las 17:00 horas del 30 de agosto de 1973, en cumplimiento de las instrucciones que recibieron los dos Comisionados de sus respectivos Gobiernos, a fin de incorporar en una Acta de la Comisión las recomendaciones conjuntas que hicieron a sus respectivos Presidentes el Secretario de Relaciones Exteriores de México, Lic. Emilio O. Rabasa, y el Representante Especial del Presidente Richard Nixon, Embajador Herbert Brownell, y que fueron aprobadas por los Presidentes, para una solución permanente y definitiva del problema internacional de la salinidad del Río Colorado, como resultado de las negociaciones que, con sus asesores técnicos y jurídicos, tuvieron en junio, julio y agosto de 1973, en cumplimiento de lo que sobre esta materia expresaron los Presidentes Luis Echeverría y Richard Nixon en su Comunicado Conjunto del 17 de junio de 1972.

[1] *Department of State Bulletin*, July 10, 1972, p. 66.

Accordingly, the Commission submits for the approval of the two Governments the following

RESOLUTION:

1. Referring to the annual volume of Colorado River waters guaranteed to Mexico under the Treaty of 1944, of 1,500,000 acre-feet (1,850,234,000 cubic meters):

a) The United States shall adopt measures to assure that not earlier than January 1, 1974, and no later than July 1, 1974, the approximately 1,360,000 acre-feet (1,677,545,000 cubic meters) delivered to Mexico upstream of Morelos Dam, have an annual average salinity of no more than 115 p.p.m.±30 p.p.m. U.S. count (121 p.p.m.±30 p.p.m. Mexican count) over the annual average salinity of Colorado River waters which arrive at Imperial Dam, with the understanding that any waters that may be delivered to Mexico under the Treaty of 1944 by means of the All American Canal shall be considered as having been delivered upstream of Morelos Dam for the purpose of computing this salinity.

b) The United States will continue to deliver to Mexico on the land boundary at San Luis and in the limitrophe section of the Colorado River downstream from Morelos Dam approxi-

Consecuentemente, la Comisión somete a la aprobación de los dos Gobiernos la siguiente

RESOLUCION:

1. Con referencia al volumen anual de las aguas del Río Colorado garantizados a México por al Tratado de 1944, de 1,850,234,000 metros cúbicos (1,500,000 acres-pies):

a) Los Estados Unidos adoptarán medidas para dar seguridades de que no antes del 1° de enero de 1974, y no despúes del 1° de julio de 1974, los 1,677,545,000 metros cúbicos (1,360,000 acres-pies), aproximadamente, que se entregan a México aguas arriba de la Presa Morelos, tengan una salinidad media anual que no sobrepase en más de 121 p.p.m.±30 p.p.m., normas de México, (115 p.p.m.±30 p.p.m., normas de los Estados Unidos), a la salinidad media anual de las aguas del Río Colorado que lleguen a la Presa Imperial, entendido que las aguas que se entreguen a México por conducto del Canal Todo Americano de conformidad con el Tratado de 1944, se considerarán como si se hubieran entregado aguas arriba de la Presa Morelos para el propósito de calcular esta salinidad.

b) Los Estados Unidos continuarán entregando a México en la línea divisoria terrestre en San Luis y en el tramo limítrofe del Río Colorado, aguas abajo de la Presa Morelos, aproxima-

mately 140,000 acre-feet (172,689,000 cubic meters) annually with a salinity substantially the same as that of the waters customarily delivered there.

c) Any decrease in deliveries under point 1(b) will be made up by an equal increase in deliveries under point 1(a).

d) Any other substantial changes in the aforementioned volumes of water at the stated locations must be agreed to by the Commission.

e) Implementation of the measures referred to in point 1(a) above is subject to the requirement in point 10 of the authorization of the necessary works.

2. The life of Minute No. 241[1] shall be terminated upon approval of the present Minute. From September 1, 1973, until the provisions of point 1(a) become effective, the United States shall discharge to the Colorado River downstream from Morelos Dam volumes of drainage waters from the Wellton-Mohawk District at the annual rate of 118,000 acre-feet (145,551,000 cubic meters) and substitute therefor an equal volume of other waters to be discharged to the Colorado River above Morelos Dam; and, pursuant to the decision of President Echeverría expressed in the

damente 172,789,000 metros cúbicos (140,000 acres-pies) anuales, con una salinidad substancialmente igual a la de las aguas habitualmente entregadas ahí.

c) Cualquiera disminución en las entregas a que se refiere el apartado b) de este punto 1 será compensada por un aumento igual en las entregas a que se refiere el apartado a) de este punto 1.

d) Cualesquiera otros cambios substanciales en los volúmenes de agua antedichos en los lugares indicados deberán ser convenidos por la Comisión.

e) La ejecución de las medidas a que se refiere arriba el apartado a), está sujeta a los requisitos de la autorización de las obras necesarias a que se refiere el punto 10.

2. La vigencia del Acta 241 se dará por concluida con la aprobación de la presente Acta. Desde el 1° de septiembre de 1973 hasta que se pongan en vigor las disposiciones del apartado a) del punto 1, los Estados Unidos descargarán al Río Colorado, aguas abajo de la Presa Morelos, volúmenes de las aguas de drenaje del Distrito de Wellton-Mohawk a razon de 145,551,000 metros cúbicos (118,000 acres-pies) anuales y los sustituirán con volúmenes iguales de otras aguas que serán descargados al Río Colorado aguas arriba de la Presa Morelos; y, de conformidad con la decisión

[1] TIAS 7404, 7696; 23 UST 1286; *ante*, p. 1811.

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Joint Communique of June 17, 1972, the United States shall discharge to the Colorado River downstream from Morelos Dam the drainage waters of the Wellton-Mohawk District that do not form a part of the volumes of drainage waters referred to above, with the understanding that this remaining volume will not be replaced by substitution waters. The Commission shall continue to account for the drainage waters discharged below Morelos Dam as part of those described in the provisions of Article 10 of the Water Treaty of February 3, 1944.

3. As a part of the measures referred to in point 1(a), the United States shall extend in its territory the concrete-lined Wellton-Mohawk bypass drain from Morelos Dam to the Arizona-Sonora international boundary, and operate and maintain the portions of the Wellton-Mohawk bypass drain located in the United States.

4. To complete the drain referred to in point 3, Mexico, through the Commission and at the expense of the United States, shall construct, operate and maintain an extension of the concrete-lined bypass drain from the Arizona-Sonora international boundary to the Santa Clara Slough of a capacity of 353 cubic feet (10 cubic

del Presidente Echeverría, expresada en el Comunicado Conjunto del 17 de junio de 1972, los Estados Unidos descargarán al Río Colorado, aguas abajo de la Presa Morelos, las aguas de drenaje del Distrito de Wellton-Mohawk que no forman parte de los volúmenes de agua de drenaje arriba citados, entendido que ese volumen restante no será reemplazado por otras aguas de sustitución. La Comisión continuará contabilizando las aguas de drenaje que se descarguen aguas abajo de la Presa Morelos como parte de las que se describen en las estipulaciones del Artículo 10 del Tratado de Aguas del 3 de febrero de 1944.

3. Como parte de las medidas a que se refiere el apartado a) del punto 1, los Estados Unidos prolongarán en su territorio el dren de desvío de Wellton-Mohawk, revestido de concreto, desde la Presa Morelos hasta la línea divisoria internacional entre Sonora y Arizona, y operarán y mantendrán las partes del dren de desvío de Wellton-Mohawk ubicadas en los Estados Unidos.

4. Para completar el dren a que se refiere el punto 3, México, por conducto de la Comisión, y a expensas de los Estados Unidos, construirá, operará y mantendrá una prolongación del dren de desvío, revestido de concreto, desde el límite internacional entre Sonora y Arizona hasta el Estero de Santa Clara, con

meters) per second. Mexico shall permit the United States to discharge through this drain to the Santa Clara Slough all or a portion of the Wellton-Mohawk drainage waters, the volumes of brine from such desalting operations in the United States as are carried out to implement the Resolution of this Minute, and any other volumes of brine which Mexico may agree to accept. It is understood that no radioactive material or nuclear wastes shall be discharged through this drain, and that the United States shall acquire no right to navigation, servitude or easement by reason of the existence of the drain, nor other legal rights, except as expressly provided in this point.

5. Pending the conclusion by the Governments of the United States and Mexico of a comprehensive agreement on groundwater in the border areas, each country shall limit pumping of groundwaters in its territory within five miles (eight kilometers) of the Arizona-Sonora boundary near San Luis to 160,000 acre-feet (197,358,000 cubic meters) annually.

6. With the objective of avoiding future problems, the United States and Mexico shall consult with each other prior to undertaking any new development of either the surface

una capacidad de 10 metros cúbicos (353 pies cúbicos) por segundo. México permitirá a los Estados Unidos descargar por este dren al Estero de Santa Clara todas o una parte de las aguas de drenaje de Wellton-Mohawk, los volúmenes de salmuera resultantes de las operaciones de desalación que se hagan en los Estados Unidos para cumplir con la Resolución de esta Acta, y cualesquiera otros volúmenes de salmuera que México convenga en aceptar. Queda entendido que no se descargarán por este dren materiales radioactivos ni desperdicios nucleares, y que los Estados Unidos no adquirirán derechos de navegación, ni a servidumbres de cualquiera índole a causa de la existencia del dren, ni otros derechos legales, excepto los que expresamente se citan en este punto.

5. Mientras se llega a la celebración por los Gobiernos de México y los Estados Unidos de un convenio de alcance general sobre aguas subterráneas en las áreas fronterizas, cada país limitará el bombeo de las aguas subterráneas en su propio territorio, dentro de los 8 kilómetros (5 millas) de la línea divisoria entre Sonora y Arizona y cerca de San Luis, a 197,358,000 metros cúbicos (160,000 acres-pies) anuales.

6. A fin de evitar problemas futuros, México y los Estados Unidos se consultarán recíprocamente antes de emprender, en el área fronteriza de sus respectivos territorios,

or the groundwater resources, or undertaking substantial modifications of present developments, in its own territory in the border area that might adversely affect the other country.

7. The United States will support efforts by Mexico to obtain appropriate financing on favorable terms for the improvement and rehabilitation of the Mexicali Valley. The United States will also provide nonreimbursable assistance on a basis mutually acceptable to both countries exclusively for those aspects of the Mexican rehabilitation program of the Mexicali Valley relating to the salinity problem, including tile drainage. In order to comply with the abovementioned purposes, both countries will undertake negotiations as soon as possible.

8. The United States and Mexico shall recognize the undertakings and understandings contained in this Resolution as constituting the permanent and definitive solution of the salinity problem referred to in the Joint Communique of President Richard Nixon and President Luis Echeverría dated June 17, 1972.

9. The measures required to implement this Resolution shall be undertaken and completed at the earliest practical date.

10. This Minute is subject to the express approval of both

cualquier nuevo desarrollo de aguas superficiales o de aguas subterráneas, o de emprender modificaciones substanciales de sus desarrollos actuales, que pudieran afectar adversamente al otro país.

7. Los Estados Unidos apoyarán las gestiones de México para obtener financiamiento apropiado y en términos favorables para el mejoramiento y rehabilitación del Valle de Mexicali. Los Estados Unidos también proporcionarán asistencia no reembolsable, sobre una base mutuamente aceptable a ambos países, exclusivamente para aquellos aspectos del programa mexicano de rehabilitación del Valle de Mexicali relacionados con el problema de la salinidad, incluyendo drenaje tubular. A fin de cumplir con los propositos arriba mencionados, ambos países emprenderán negociaciones tan pronto como sea posible.

8. México y los Estados Unidos reconocerán que las medidas y entendimientos contenidos en esta Resolución constituyen la solución permanente y definitiva del problema de la salinidad a que se refiere el Comunicado Conjunto del Presidente Luis Echeverría y del Presidente Richard Nixon, fechado el 17 de junio de 1972.

9. Las medidas requeridas para poner en práctica esta Resolución serán emprendidas y terminadas en la fecha más próxima factible.

10. La presente Acta requiere la aprobación específica

Governments by exchange of Notes. It shall enter into force upon such approval; provided, however, that the provisions which are dependent for their implementation on the construction of works or on other measures which require expenditure of funds by the United States, shall become effective upon the notification by the United States to Mexico of the authorization by the United States Congress of said funds, which will be sought promptly.

Thereupon, the meeting adjourned.

J. F. FRIEDKIN
Commissioner of the United States

D HERRERA J
Commissioner of Mexico

F H SACKSTEDER JR
Secretary of the United States Section

FERNANDO RIVAS S
Secretary of the Mexican Section

de ambos Gobiernos por canje de notas. Entrará en vigor en la fecha de su aprobación; entendido, sin embargo, que las disposiciones cuyo cumplimiento depende de la construcción de obras o de otras medidas que requieran la erogación de fondos por parte de los Estados Unidos, entrarán en vigor al notificar los Estados Unidos a México la autorización del Congreso de los Estados Unidos para disponer de dichos fondos, la cual será procurada prontamente.

Con lo anterior se levantó la sesión.

D HERRERA J
Comisionado de México

J. F. FRIEDKIN
Comisionado de los Estados Unidos

FERNANDO RIVAS S
Secretario de la Sección de México

F H SACKSTEDER JR
Secretario de la Sección de los Estados Unidos

MEXICO

Cooperation in Combating Illicit International Traffic in Narcotics and Other Dangerous Drugs: Communications Equipment

Agreement effected by exchange of notes
Signed at México and Tlatelolco August 31, 1973;
Entered into force August 31, 1973.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 1288

MEXICO D. F., *August 31, 1973*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our Governments and to confirm to Your Excellency that the Government of the United States of America is prepared to provide communications equipment for the use of the Mexican Customs Service on the following terms:

(1) The total cost of this program for the Government of the United States of America will not exceed $50,000.

(2) The Government of Mexico will assume responsibility for the installation and maintenance of the equipment and will pay the costs of operation. The Government of Mexico will also acquire with its own funds such additional equipment as may be necessary to complete an effective system for the objectives proposed.

(3) The communications equipment which the Government of the United States of America, through the Commissioner of Customs of the Customs Service of the United States, will provide to the General Directorate of Customs of the Secretariat of Finance and Public Credit within the limit of $50,000 referred to in the first paragraph above will be specified in an exchange of letters between the Ambassador of the United States of America and the Undersecretary of Finance and Public Credit for Investigations and Fiscal Enforcement.

(4) The Mexican Customs Service will use the equipment to be provided under this program as part of an effort to combat contraband and especially to attack the illegal flow of narcotics across the border between Mexico and the United States of America. The Mexican Government, of course, will have absolute freedom in the use of this equipment, especially in times of natural disaster, and also will be able to use it in other humanitarian tasks.

(5) The Commissioner of Customs of the Customs Service of the United States and the Director General of the Mexican Customs will exchange, every 6 months or at other mutually agreeable times, written information on the specific actions carried out with respect to the aims and objectives of this agreement.

In the event that the Government of the United Mexican States agrees to the foregoing, I have the honor to propose that this note and Your Excellency's reply expressing the acceptance of your Government shall constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my highest consideration.

ROBERT H. MCBRIDE

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D. F.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

508835 TLATELOLCO, D.F. *a, 31 de agosto de 1973.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 1288 fechada, el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme a recientes conversaciones entre representantes de nuestros Gobiernos para confirmar a Vuestra Excelencia que el Gobierno de los Estados Unidos de América está dispuesto a proporcionar equipo de comunicaciones para el uso del Servicio Aduanal Mexicano, en los siguientes términos:

1.—El costo total de este programa, para el Gobierno de los Estados Unidos de América, no excederá de 50,000.00 dólares.

2.—El Gobierno de México asumirá la responsabilidad de la instalación y mantenimiento del equipo y costeará los gastos de operación. Asimismo adquirirá, con fondos propios, el equipo adicional que sea necesario para integrar un sistema eficaz para los fines propuestos.

3.—El equipo de comunicaciones que el Gobierno de los Estados Unidos de América, por conducto del Comisionado de Aduanas del Servicio de Aduanas de los Estados Unidos, proporcionará a la Dirección General de Aduanas de la Secretaría de Hacienda y Crédito Público, dentro del límite de 50,000.00 dólares a que se refiere el párrafo primero, será precisado en un canje de cartas entre el Embajador de los Estados Unidos de América y el Subsecretario de Investigación y Ejecución Fiscal.

4.—El Servicio Mexicano de Aduanas utilizará el equipo que se le proporciona bajo este programa como parte del esfuerzo para combatir el contrabando y especialmente para atacar la corriente ilegal de estupefacientes a través de la frontera entre México y los Estados Unidos de América. El Gobierno mexicano, por supuesto, tendrá libertad absoluta para usar este equipo, especialmente en momentos de desastre natural, e igualmente podrá dedicarlo a otras tareas humanitarias.

5.—El Comisionado de Aduanas del Servicio de Aduanas de los Estados Unidos y el Director General de Aduanas de México intercambiarán cada seis meses o en otras ocasiones mutuamente acordadas, información por escrito sobre los esfuerzos específicos efectuados con respecto a los propósitos y fines de este acuerdo.

En caso de que el Gobierno de los Estados Unidos Mexicanos esté de acuerdo con lo anterior, tengo el honor de proponer que esta Nota y la de respuesta de Vuestra Excelencia, en la que conste la conformidad de su Gobierno, constituyan un Acuerdo entre nuestros dos Gobiernos."

En respuesta, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno acepta la propuesta contenida en la nota antes transcrita y, en consecuencia, considera que dicha nota y la presente constituyen un Acuerdo entre nuestros dos Gobiernos.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA

A su Excelencia
ROBERT H. MCBRIDE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D.F.

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

508835 TLATELOLCO, D.F., *August 31, 1973*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 1288 dated today, the text of which, translated into Spanish reads as follows:

[For the English language text, see p. 1978.]

In reply, I have the honor to inform Your Excellency that my Government accepts the proposal contained in the note transcribed above and, consequently, considers that the aforesaid note and this reply constitute an agreement between our two Governments.

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

E. O. RABASA

His Excellency
ROBERT H. MCBRIDE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of August 29, 1972, as amended.
Effected by exchange of notes
Signed at Saigon September 5, 1973;
Entered into force September 5, 1973.

The American Ambassador to the Vietnamese Acting Minister of Foreign Affairs

No. 264 SEPTEMBER 5, 1973

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 29, 1972, as amended on March 19, 1973 and on July 31, 1973, [1] and to propose that Part II, Particular Provisions, be further amended to increase the dollar value to be provided for the purchase of feed-grains and cotton during the United States fiscal year 1974 as follows:

Item I, Commodity Table: Under the column headed "Maximum Export Market Value (Millions)":

a. On the line entitled "Corn and/or Grain Sorghum" which provides for the delivery in the U.S. fiscal year 1974 of 25,000 metric tons, delete "$2.7" and insert "$3.7".
b. On the line entitled "Cotton, upland" which provides for the delivery in the U.S. fiscal year 1974 of 25,000 bales, delete "$6.1" and insert "$8.8".
c. On the line entitled "Total", delete "$118.6" and insert "$122.3".

All other terms and conditions of the August 29, 1972 Agreement remain the same.

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

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[1] TIAS 7452, 7592, 7690; 23 UST 2626; *ante*, pp. 869, 1787.

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
NGUYEN PHU DUC
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon

The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
THE MINISTER

No 3898-EF/HT

SAIGON, *September 5th 1973*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 264 dated September 5th, 1973 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 29, 1972, as amended on March 19, 1973 and on July 31, 1973, and to propose that Part II, Particular Provisions, be further amended to increase the dollar value to be provided for the purchase of feed-grains and cotton during the United States fiscal year 1974 as follows:

Item I, Commodity Table: Under the column headed "Maximum Export Market Value (Millions)":

a. On the line entitled "Corn and/or Grain Sorghum" which provides for the delivery in the U.S. fiscal year 1974 of 25,000 metric tons, delete "$2.7" and insert "$3.7".

b. On the line entitled "Cotton, upland" which provides for the delivery in the U.S. fiscal year 1974 of 25,000 bales, delete "$6.1" and insert "$8.8".

c. On the line entitled "Total", delete "$118.6" and insert "$122.3".

All other terms and conditions of the August 29, 1972 Agreement remain the same.

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

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

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

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

[SEAL] NGUYEN-PHU-DUC

Nguyen-Phu-Duc

Acting Minister of Foreign Affairs

His Excellency
GRAHAM MARTIN
Ambassador of the United States of America.
Saigon

BANGLADESH

Agricultural Commodities

Agreement signed at Dacca August 6, 1973;
Entered into force August 6, 1973.

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

The Government of the United States of America and the Government of the Peoples Republic of Bangladesh,

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

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

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

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures

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

that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I—GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

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

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

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

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

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would other-

wise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

Article II

A. Initial Payment

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

B. Type of Financing

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

C. Deposit of Payments

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

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

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

ARTICLE III

A. World Trade

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

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

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

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

B. Private Trade

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

C. Self-help

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

D. Reporting

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

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;

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

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

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

E. Procedures for Reconciliation and Adjustment of Accounts

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

F. Definitions

For the purposes of this agreement:

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

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

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

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest

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of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

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

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

H. Consultation

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

I. Identification and Publicity

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

PART II—PARTICULAR PROVISIONS

ITEM I Commodity Table

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Grain basis)	1974	80,000	$11.0
		TOTAL	$11.0

ITEM II Payment Terms

Convertible Local Currency Credit

1. Initial Payment—None
2. Currency Use Payment—None
3. Number of Installment Payments—31
4. Amount of each Installment Payment—approximately equal annual amounts
5. Due Date of First Installment—ten years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate—2 percent per annum
7. Continuing Interest Rate—3 percent per annum

ITEM III Usual Marketing Table

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Wheat and/or Wheat Flour on a grain equivalent basis	1974	None

ITEM IV Export Limitations

A. With respect to each commodity financed under this agreement the export limitation period for the same as or like commodities shall be United States fiscal year 1974 or any subsequent United States Fiscal Year during which said commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the Agreement, the commodities considered to be the same as or like the commodity financed under this agreement are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same product under another name).

ITEM V Self-Help Measures

The Government of Bangladesh accords high priority and allocates sufficient resources to increasing food production and to the agricultural and rural development sectors. This includes self help activities under the following categories:

(a) Strengthen institutuion building, training and research programs for agriculture and rural development

(b) Increase the availabilities of agricultural inputs and credit (e.g. agricultural chemicals, high yielding seeds, etc.)

(c) Improve land and water management (e.g. irrigation, flood control, drainage etc.)

(d) Upgrade capabilities for planning of agricultural and rural development, including development and compilation of statistics.

ITEM VI Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V and for the funding and implementation of development and rehabilitation under the Government of Bangladesh's Development and Reconstruction Budget, Annual Development Plan for Fiscal Year 1974 and the new Five Year Development Plan.

ITEM VII Other Provisions

The Government of Bangladesh understands that the Food for Peace Act (PL 480) [1] requires the agreement to provide for termina-

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

tion whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause in Part III of the agreement.

PART III - FINAL PROVISIONS

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

B. This agreement shall enter into force upon signature.

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

DONE at Dàcca, in duplicate, this sixth day of August 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

FOR THE GOVERNMENT OF THE PEOPLES REPUBLIC OF BANGLADESH:

M SYEDUZZAMAN

M. Syeduzzaman, Secretary
Planning Commission
Dacca

Convertible Local Currency Credit Annex to the Agreement Between the Government of the United States of America and the Government of the Peoples Republic of Bangladesh for Sales of Agricultural Commodities

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

1. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels, but it shall not finance the balance of the cost of ocean transportation of such commodities.

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

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the Ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment if any, made by the Government of the importing country pursuant to the proviso in Section 103 (b) of the Act (such payment is herein called 'the currency use payment'). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and inter-

est under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

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

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

MEMORANDUM OF UNDERSTANDING
(with reference to Article III (1) of the Agreement)

The representatives of the United States Government fully explained the intent of Section 103 (1) of PL 480. The representatives of Bangladesh Government agreed to comply with the requirements of that Section of the Act regarding publicity, insofar as practicable, keeping in view the gesture of goodwill of the people of the United States of America toward the people of Bangladesh.

FOR THE GOVERNMENT OF THE PEOPLES REPUBLIC OF BANGLADESH:

M SYEDUZZAMAN

M. Syeduzzaman, Secretary
Planning Commission
Dacca

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

TRINIDAD AND TOBAGO

Technical Assistance in Tax Administration

Agreement effected by exchange of notes
Signed at Port-of-Spain June 20, 1968;
Entered into force June 20, 1968.
And amending agreements
Effected by exchange of notes
Signed at Port-of-Spain December 17 and 28, 1970;
Entered into force December 28, 1970.
And exchange of notes
Dated at Port-of-Spain April 18 and August 30, 1973;
Entered into force August 30, 1973.

The American Ambassador to the Prime Minister and Minister of Finance of Trinidad and Tobago

PORT OF SPAIN, *June 20, 1968*

EXCELLENCY:

I have the honor to refer to (a) the Report of Tax Administration in Trinidad and Tobago, which, at the request of your Government, was prepared in September 1967 by the Foreign Tax Assistance Staff of the United States Internal Revenue Service, (b) subsequent discussions between officials of our two Governments related to the availability of additional technical assistance from the United States in the field of tax administration, and to (c) a letter addressed to me by your Excellency under the date of January 22, 1968, confirming the desire of the Government of Trinidad and Tobago to obtain technical assistance in this field on a reimbursable basis. Therefore, the United States Government proposes that our two Governments cooperate in such a program of technical assistance in accordance with the following conditions and precepts.

I. Purpose and Scope of the Program

The central purpose of the program will be to collaborate with the Government of Trinidad and Tobago in the design of measures aimed at achieving a modernized, strengthened, and equitable administration of its tax laws. To this end it is proposed that:

(1) The scope of the technical assistance effort will cover the administrative and enforcement aspects of all tax laws under the jurisdiction of the Board of Inland Revenue;
(2) The nature of the technical assistance will be advisory only, as distinguished from operational; and the advisory service will be limited to tax administration, as distinguished from tax policy;
(3) The advisory assistance effort will cover such areas, as mutually agreed, as the examination of tax returns; identification of delinquent taxpayers; enforcement of collections; processing and control of tax returns and remittances; the conduct of tax fraud investigations; organizational analysis; training, taxpayer education and assistance; planning and research; taxpayer appeals and personnel administration.
(4) The duration of the program is expected to be about two years, and the total payments under the program by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed US $110,000.

II. Services to be Provided by the United States

(1) The Internal Revenue Service of the United States Treasury Department, acting with and through its Foreign Tax Assistance Staff, will make available a Senior Tax Advisor who, working with the Ministry of Finance and the Board of Inland Revenue, will provide on-site technical assistance to the Government of Trinidad and Tobago for a period of at least one year, and for such additional time as may be mutually agreed. In addition, short-term specialists will be made available under this program as necessary and as mutually agreed.
(2) The Internal Revenue Service will accept responsibility for determining the qualifications and suitability of advisors selected for this assignment, and will select personnel who are acceptable to the Government of Trinidad and Tobago.
(3) The Internal Revenue Service will provide, as mutually agreed, for the training in the United States of officials of the Board of Inland Revenue. This training normally will involve short-term tours to observe and study the organization, programs, and operations of the Internal Revenue Service.
(4) The Internal Revenue Service advisory team will operate under and receive technical direction and support, including materials and publications, from the Foreign Tax Assistance Staff.

III. Services to be Provided by Trinidad and Tobago

(1) The Government of Trinidad and Tobago will assign, as necessary, officials of the Board of Inland Revenue to collaborate with the Internal Revenue Service advisory personnel in designing measures to promote the tax administration modernization effort with a view toward the timely and effective implementation of such measures which, in its judgment, will advance this effort.

(2) The Government of Trinidad and Tobago will finance the travel of its officials who are selected for training in the United States, including costs covering transportation, per diem, and salaries.

(3) The Government of Trinidad and Tobago will provide the Internal Revenue Service advisory team with office space, supplies, and equipment, and with secretarial services and essential transportation within Trinidad and Tobago.

(4) The Government of Trinidad and Tobago will grant to Inland Revenue Service Advisors exemption from any form of direct taxation on salaries, remunerations and allowances paid by the Government of the United States of America or derived from sources outside Trinidad and Tobago; from taxes and other charges on the purchase and use of one motor-car each; and from the payment of customs duties and other charges on imports in respect of their furniture and effects, including one motor-car each, on first installation in Trinidad and Tobago in connection with this program. The Senior Tax Advisor will in addition be entitled to exemption from the payment of customs duties on imports in respect of articles imported for his use. Articles purchased or imported under such exemptions shall not be sold within Trinidad and Tobago except with the consent of and under the conditions agreed by the Government of Trinidad and Tobago.

IV. Financing

(1) The costs of salaries and fringe benefits, international travel, and per diem of all the Internal Revenue Service Advisors, plus the allowances to which the Senior Tax Advisor and members of his immediate household are entitled under the United States Foreign Service Act,[1] as amended, will be defrayed, in the first instance, by the Internal Revenue Service.

[1] 60 Stat. 999; 22 U.S.C. § 801 note.

(2) The Government of Trinidad and Tobago will reimburse the Internal Revenue Service for the foregoing direct costs actually incurred, plus 22 percent of such direct costs to cover indirect costs.

(3) Payments will be made quarterly in US dollars on the basis of accounts to be presented by the Internal Revenue Service.

(4) The United States Government agrees that this project is to be regarded as an approved project for financing under the Agreement between Trinidad and Tobago and the United States, signed November 20, 1962,[1] in London, and further agrees that a portion of the accumulated interest accruing from funds provided under that Agreement may be used to defray the cost of the project.

V. Amendment and Termination

(1) Either of the two Governments may request renegotiation of any or all of the foregoing provisions.

(2) Either party may terminate the program before completion of the services provided herein, with the understanding that there will be advance consultation between the parties, and that the termination date will be fixed sufficiently in advance to permit orderly withdrawal of personnel and other adjustments.

VI. Effective Date

The Government of the United States of America will consider that this note and your reply note concurring in the foregoing proposal constitute an agreement between our two Governments, to enter into effect on the date of your reply.

Accept Excellency, the renewed assurances of my highest consideration.

WILLIAM A. COSTELLO

Dr. The Right Honorable
ERIC WILLIAMS,
Prime Minister and Minister of Finance,
Government of Trinidad and Tobago,
Port of Spain.

[1] Not printed.

The Prime Minister and Minister of Finance of Trinidad and Tobago to the American Ambassador

MINISTRY OF FINANCE,
"TRINIDAD HOUSE",
ST. VINCENT STREET,
PORT OF SPAIN.

20 JUNE, 1968

EXCELLENCY,

I have the honour to refer to your Note dated 20 June, 1968, which reads as follows:

I have the honor to refer to (a) the Report of Tax Administration in Trinidad and Tobago, which, at the request of your Government, was prepared in September 1967 by the Foreign Tax Assistance Staff of the United States Internal Revenue Service, (b) subsequent discussions between officials of our two Governments related to the availability of additional technical assistance from the United States in the field of tax administration, and to (c) a letter addressed to me by your Excellency under the date of January 22, 1968, confirming the desire of the Government of Trinidad and Tobago to obtain technical assistance in this field on a reimbursable basis. Therefore, the United States Government proposes that our two Governments cooperate in such a program of technical assistance in accordance with the following conditions and precepts.

I. Purpose and Scope of the Program

The central purpose of the program will be to collaborate with the Government of Trinidad and Tobago in the design of measures aimed at achieving a modernized, strengthened, and equitable administration of its tax laws. To this end it is proposed that:

(1) The scope of the technical assistance effort will cover the administrative and enforcement aspects of all tax laws under the jurisdiction of the Board of Inland Revenue;
(2) The nature of the technical assistance will be advisory only, as distinguished from operational; and the advisory service will be limited to tax administration, as distinguished from tax policy;
(3) The advisory assistance effort will cover such areas, as mutually agreed, as the examination of tax returns; identification of delinquent tax payers; enforcement of collection; processing and control of tax returns and remittances; the conduct of tax fraud investigations; organizational analysis; training; taxpayer education and assistance; planning and research; taxpayer appeals and personnel administration.

(4) The duration of the program is expected to be about two years, and the total payments under the program by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed US $110,000.

II. Services to be Provided by the United States

(1) The Internal Revenue Service of the United States Treasury Department, acting with and through its Foreign Tax Assistance Staff, will make available a Senior Tax Advisor who, working with the Ministry of Finance and the Board of Inland Revenue, will provide on-site technical assistance to the Government of Trinidad and Tobago for a period of at least one year, and for such additional time as may be mutually agreed. In addition, short-term specialists will be made available under this program as necessary and as mutually agreed.

(2) The Internal Revenue Service will accept responsibility for determining the qualifications and suitability of advisors selected for this assignment, and will select personnel who are acceptable to the Government of Trinidad and Tobago.

(3) The Internal Revenue Service will provide, as mutually agreed, for the training in the United States of officials of the Board of Inland Revenue. The training normally will involve short-term tours to observe and study the organization, programs, and operations of the Internal Revenue Service.

(4) The Internal Revenue Service advisory team will operate under and receive technical direction and support, including materials and publications, from the Foreign Tax Assistance Staff.

III. Services to be Provided by Trinidad and Tobago

(1) The Government of Trinidad and Tobago will assign, as necessary, officials of the Board of Inland Revenue to collaborate with the Internal Revenue Service advisory personnel in designing measures to promote the tax administration modernization effort with a view toward the timely and effective implementation of such measures which, in its judgment, will advance this effort.

(2) The Government of Trinidad and Tobago will finance the travel of its officials who are selected for training in the United States, including costs covering transportation, per diem, and salaries.

(3) The Government of Trinidad and Tobago will provide the Internal Revenue Service advisory team with office space, supplies, and equipment, and with secretarial services and essential transportation within Trinidad and Tobago.

(4) The Government of Trinidad and Tobago will grant to Inland Revenue Service Advisors exemption from any form of direct taxation on salaries, remunerations and allowances paid by the Government of the United States of America or derived from sources outside Trinidad and Tobago; from taxes and other charges on the purchase and use of one motor-car each; and from the payment of customs duties and other charges on imports in respect of their furniture and effects, including one motor-car each, on first installation in Trinidad and Tobago in connection with this program. The Senior Tax Advisor will in addition be entitled to exemption from the payment of customs duties on imports in respect of articles imported for his use. Articles purchased or imported under such exemptions shall not be sold within Trinidad and Tobago except with the consent of and under the conditions agreed by the Government of Trinidad and Tobago.

IV. Financing

(1) The cost of salaries and fringe benefits, international travel, and per diem of all the Internal Revenue Service Advisors, plus the allowances to which the Senior Tax Advisor and members of his immediate household are entitled under the United States Foreign Service Act, as amended, will be defrayed, in the first instance, by the Internal Revenue Service.

(2) The Government of Trinidad and Tobago will reimburse the Internal Revenue Service for the foregoing direct costs actually incurred, plus 22 percent of such direct costs to cover indirect costs.

(3) Payments will be made quarterly in US dollars on the basis of accounts to be presented by the Internal Revenue Service.

(4) The United States Government agrees that this project is to be regarded as an approved project for financing under the Agreement between Trinidad and Tobago and the United States, signed November 20, 1962, in London, and further agrees that a portion of the accumulated interest accruing from funds provided under that Agreement may be used to defray the cost of the project.

V. Amendment and Termination

(1) Either of the two Governments may request renegotiation of any or all of the foregoing provisions.

(2) Either party may terminate the program before completion of the services provided herein, with the understanding that there will be advance consultation between the parties, and that the termination date will be fixed sufficiently in advance to permit orderly withdrawal of personnel and other adjustments.

VI. Effective Date

The Government of the United States of America will consider that this note and your reply note concurring in the foregoing proposal constitute an agreement between our two Governments, to enter into effect on the date of your reply.

I have the honour to confirm that the abovementioned proposals are acceptable to the Government of Trinidad and Tobago and that Your Excellency's Note, together with this reply, shall be regarded as constituting an agreement between our two Governments.

Please accept, Excellency, the renewed assurances of my highest consideration.

ERIC WILLIAMS

Prime Minister
and Minister of Finance.

His Excellency Mr. WILLIAM A. COSTELLO
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Port of Spain

[AMENDING AGREEMENTS]

The American Ambassador to the Prime Minister of Trinidad and Tobago

No. 91 PORT OF SPAIN, *December 17, 1970*

EXCELLENCY:

I have the honor to refer to Note No. 820 dated 20th August, 1970 [1] from the Ministry of External Affairs of Trinidad and Tobago to the Embassy of the United States of America requesting an additional 68 man-months of services of United States tax experts under the arrangements for Technical Co-operation in Tax Administration provided for in the agreement embodied in the Exchange of Notes between my predecessor, Ambassador Costello, and Your Excellency under date of June 20, 1968. My Government is prepared to extend

[1] Not printed.

and amplify this technical cooperation project as requested. With this end in view, I propose that the Agreement of June 20, 1968 be amended as follows:

(1) Section I, paragraph (4) to be altered to read as follows: "The duration of the program is expected to be about four years, and the total payments under the program by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed US $335,000.00".

(2) Section II, paragraph (1). The last sentence to be altered to read "In addition, long-term and short-term specialists will be made available under this program as necessary and as mutually agreed".

(3) Section III, paragraph (4). The second sentence to be altered to read "Resident Tax Advisors will in addition be entitled to exemption from the payment of customs duties on imports in respect of articles imported for their use".

(4) Section IV, paragraph (1). The passage beginning with "Senior Tax Advisor" and ending with "household" to be altered to read "Resident Tax Advisors and members of their immediate households".

The Government of the United States of America will consider that this Note together with Your Excellency's reply concurring in the foregoing proposals will constitute an agreement between our two Governments to amend the agreement of June 20, 1968.

J. FIFE SYMINGTON, JR.

Dr. The Right Honorable
ERIC WILLIAMS,
Prime Minister,
of Trinidad and Tobago,
Port of Spain.

The Prime Minister of Trinidad and Tobago to the American Ambassador

OFFICE OF THE PRIME MINISTER
WHITEHALL, PORT-OF-SPAIN, TRINIDAD, TRINIDAD AND TOBAGO

28 DECEMBER, 1970

YOUR EXCELLENCY,

I have the honour to refer to your Note No. 91 dated December 17, 1970 regarding amendments to the Agreement on Technical Cooperation in Tax Administration of June 20, 1968, and to inform you that these amendments are acceptable to the Government of Trinidad and Tobago.

It is understood that your Note, referred to above, and this reply constitute an agreement between our two Governments to amend the Agreement of June 20, 1968.

Accept, Sir, the assurances of my highest consideration.

ERIC WILLIAMS
Eric Williams
Prime Minister

His Excellency Mr. J. F. SYMINGTON, JR.,
Ambassador of the United States of America,
15 Queen's Park West,
Port of Spain.

The American Embassy to the Ministry of External Affairs of Trinidad and Tobago

No. 30

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Trinidad and Tobago and has the honor to refer to the recent request made by the Permanent Secretary of the Ministry of Finance to the United States Internal Revenue Service for an extension of the Agreement on Technical Cooperation in Tax Administration of June 20, 1968, as amended on December 28, 1970. The Embassy also has the honor to refer to the Ministry's Note No. 902 of December 15, 1972 concerning the procedure for processing customs exemptions for Internal Revenue Service Advisors.

The Government of the United States of America is agreeable to an extension of the Agreement as requested. Accordingly the following amendment to the Agreement of June 20, 1968, as amended is proposed: Section I, paragraph (4), be amended to read:

"The duration of the program is expected to be about six years, and the total payments under the program by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed US $400,000."

The Government of the United States of America will consider that this Note together with the Ministry's reply concurring in the foregoing proposals will constitute an Agreement between the two Governments to amend the Agreement of June 20, 1968, as amended.

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

EMBASSY OF THE UNITED STATES OF AMERICA
PORT OF SPAIN, *April 18, 1973*

The Ministry of External Affairs of Trinidad and Tobago to the American Embassy

No. 696

The Ministry of External Affairs of Trinidad and Tobago presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 30 dated 18th April, 1973, regarding the proposed amendment to Section 1, paragraph (4) of the Agreement on Technical Cooperation in Tax Administration of June 20, 1968, which reads as follows:

> "The duration of the programme is expected to be about six years, and the total payments under the programme by the Government of Trinidad and Tobago to the Internal Revenue Service will not exceed US $400,000."

and to inform the Embassy that this amendment is acceptable to the Government of Trinidad and Tobago.

It is understood that the Embassy's Note, referred to above, and this reply shall be regarded as constituting an agreement between the Governments of the United States of America and Trinidad and Tobago to amend the Agreement of June 20, 1968.

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

PORT OF SPAIN, *30th August 1973.*

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AUSTRALIA

Space Research Program

Agreement effected by exchange of notes Dated at Canberra September 18, 1973; Entered into force September 18, 1973.

The American Embassy to the Australian Department of Foreign Affairs

Note No. 176

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to the Agreement concluded between the Governments of the United States of America and Australia on March 25, 1970 [1] concerning a continued program of cooperation to facilitate space flight operations contributing to the advancement of mutual scientific knowledge of man's spatial environment and its effects. In accordance with the spirit of cooperation inherent in that Agreement, and with particular reference to Article 2(3), further discussions have been held between representatives of both countries looking toward use of the Australian Woomera Range for launching of sounding rockets for scientific investigations.

In accordance with those discussions, it is proposed that the two Governments cooperate in a program involving the launching from Woomera during 1973 of up to seven (7) Aerobee rockets for scientific investigations, and such additional launchings in the future as may be consented to by the two Governments. The 1973 program will be similar to the program conducted in 1970 under the authority of the same Agreement.

It is proposed that the specific number, character, purpose and schedule of scientific experiments to be performed as part of the program, the allocation of technical and operational responsibility with respect to the launchings, the financial arrangements in relation to the program, the provision of facilities and services for rocket launching, tracking and telemetering of information from each rocket, the recording and sharing of information from each rocket and the publication

[1] TIAS 6866; 21 UST 1097.

of information concerning the program be agreed upon by the National Aeronautics and Space Administration, the cooperating agency of the Government of the United States of America, and by the Department of Supply, the cooperating agency of the Government of Australia. It is further proposed that the provisions of Article 3 through 12 of the Agreement of March 25, 1970 between the two Governments shall apply mutatis mutandis with respect to this joint program.

The Embassy proposes that if the foregoing proposals are acceptable to the Government of Australia, this note and the reply of the Department of Foreign Affairs to that effect, shall together constitute and evidence an Agreement between the two Governments which shall enter into force on the date of the Department's reply, and shall remain in force for three years.

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

W C H

EMBASSY OF THE UNITED STATES OF AMERICA,
CANBERRA, A. C. T., *September 18, 1973.*

The Australian Department of Foreign Affairs to the American Embassy

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 176 of 18 September 1973, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to the Agreement concluded between the Governments of the United States of America and Australia on March 25, 1970 concerning a continued program of cooperation to facilitate space flight operations contributing to the advancement of mutual scientific knowledge of man's spatial environment and its effects. In accordance with the spirit of cooperation inherent in that Agreement, and with particular reference to Article 2(3), further discussions have been held between representatives of both countries looking toward use of the Australian Woomera Range for launching of sounding rockets for scientific investigations.

In accordance with those discussions, it is proposed that the two Governments cooperate in a program involving the launching from Woomera during 1973 of up to seven (7) Aerobee rockets for scientific investigations, and such additional launchings in the future

as may be consented to by the two Governments. The 1973 program will be similar to the program conducted in 1970 under the authority of the same Agreement.

It is proposed that the specific number, character, purpose and schedule of scientific experiments to be performed as part of the program, the allocation of technical and operational responsibility with respect to the launchings, the financial arrangements in relation to the program, the provision of facilities and services for rocket launching, tracking and telemetering of information from each rocket, the recording and sharing of information from each rocket and the publication of information concerning the program be agreed upon by the National Aeronautics and Space Administration, the cooperating agency of the Government of the United States of America, and by the Department of Supply, the cooperating agency of the Government of Australia. It is further proposed that the provisions of Article 3 through 12 of the Agreement of March 25, 1970 between the two Governments shall apply mutatis mutandis with respect to this joint program.

The Embassy proposes that if the foregoing proposals are acceptable to the Government of Australia, this note and the reply of the Department of Foreign Affairs to that effect, shall together constitute and evidence an Agreement between the two Governments which shall enter into force on the date of the Department's reply, and shall remain in force for three years.

The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration."

The Department of Foreign Affairs has the honour to confirm that the Government of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall together constitute and evidence an Agreement between the Government of Australia and the Government of the United States of America on the matter which shall enter into force on the date of this reply.

[SEAL] O S

CANBERRA, A.C.T.
18 September 1973

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad September 10, 1973; Entered into force September 10, 1973.

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

The Government of the United States of America and the Government of Pakistan have agreed to the sale of the commodity specified below. This Agreement shall consist of the Preamble, Parts I and III of the May 11, 1967 Agreement, [1] the Convertible Local Currency Credit Annex of the August 3, 1967 Agreement, [2] and the following Part II:

PART II—PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
	(U.S. Fiscal Year)	(Metric Tons)	(Millions)
Wheat/wheat flour (in wheat equivalent)	1974	60,000	$11.8
		TOTAL	$11.8

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment—5 percent
2. Number of Installment Payments—31
3. Amount of Each Installment Payment—Approximately equal annual amounts.

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[1] TIAS 6258; 18 UST 512.
[2] TIAS 6320; 18 UST 1757.

4. Due Date of First Installment Payment—10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate—2 percent
6. Continuing Interest Rate—3 percent

ITEM III. Usual Marketing Table:

Commodity	Import Period	Usual Marketing Requirements
	(United States Fiscal Year)	(Metric Tons)
Wheat/wheat flour (in wheat equivalent)	1974	100,000

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be for United States Fiscal Year 1974 or any subsequent United States Fiscal Year during which the commodities financed under this Agreement are being imported or utilized.

B. For the purposes of Part I, Article III. A. 3 of the Agreement, the commodity considered to be the same as, or like, the commodities financed under this Agreement are: For wheat/wheat flour—wheat and wheat flour, rolled wheat, semolina, farina and bulgar (or same products under a different name).

ITEM V. Self-Help Measures:

The Government of Pakistan agrees to give priority attention to:

A. Continuation and expansion of agricultural development programs to:

1. improve food grain storage facilities;
2. increase fertilizer use;
3. enhance the protection of crops against disease and insects, and improve coordination, education, research, and regulatory activities pertinent thereto; and
4. improve the availability of agricultural credit needed for the private sector to purchase modern agricultural inputs.

B. Developing agricultural research programs that will (1) concentrate on identifying improved cultural practices for rain-fed areas and (2) concentrate on several major crops and soil and water management practices.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V and for reconstruction and

economic development under the Government of Pakistan's Development Plan.

ITEM VII. Ocean Freight (Differential):

The Government of the exporting country shall bear the cost of the ocean freight differential for the commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph I of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:

"The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this Agreement, to be applied to the economic development uses set forth in Part II of this Agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with financing of the commodities other than the ocean freight differential, provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act [1] (such payment is herein called "The Currency Use Payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial imports of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures, the budget sector in which they were used."

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at Islamabad, in duplicate, this 10th day of September, 1973.

FOR THE GOVERNMENT OF PAKISTAN

By: AFTAB AHMAD KHAN

[SEAL] Name: Aftab Ahmad Khan
Title: *Secretary, Economic Affairs Division*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: SIDNEY SOBER

[SEAL] Name: Sidney Sober
Title: *Chargé d'Affaires ad interim*

Minutes of the Meeting Held September 7, 1973 Regarding the Fiscal Year 1974 PL 480, Title I Agreement of September 10, 1973

The following operational aspects and special provisions were discussed:

1. Minutes of Previous PL 480 Agreements
   It was agreed that paragraph A of the Minutes [1] of the meeting held August 2, 1972 regarding the PL 480 Title I Agreement of September 21, 1972 [2] is applicable to this Agreement.
2. Export Limitations
   The United States Government (USG) representatives called attention to the export limitation clauses in Item IV of the Agreement.
3. Self-Help
   The Government of Pakistan (GOP) representatives were reminded that the Annual Self-Help Report is due on December 1.
4. Ocean Freight (Differential)
   Referring to Item VII of the Agreement, the USG representatives noted that the USG will pay only the "differential" between U.S. and foreign flag rates on the 50 percent required to be shipped in U.S. flag vessels.

[1] See p. 2014.
[2] TIAS 7466; 23 UST 2802.

5. Deposit Rate
The deposit rate for this Agreement will be the highest legally obtainable and not less favorable than the highest of exchange rates obtainable by any other nation.
6. Section 103(o) Fair Share Amendment
It is understood that the GOP will take into consideration PL 480 Section 103(o), so that U.S. commercial agriculture exports may share equitably in any increase in Pakistan's market for commercial imports.
7. Identification and Publicity
The representatives of the two Governments reaffirmed that arrangements for identification and publicity agreed to in Paragraph A(5) of the Minutes of the meeting held August 2, 1972 regarding the PL 480, Title I Agreement of September 21, 1972 would apply to this Agreement.
8. Reporting
The USG representatives called attention to the importing country's responsibilities for the timely submission of reports. The reports required under the Agreement include information on the arrival and disposition of commodities and on the use of sales proceeds.

The above sets forth the understanding between the Government of Pakistan and the United States Government.

FOR THE GOVERNMENT OF PAKISTAN

By: AFTAB AHMAD KHAN

Name: Aftab Ahmad Khan
Title: *Secretary, Economic Affairs Division*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: SIDNEY SOBER

Name: Sidney Sober
Title: *Chargé d'Affaires ad interim*

Excerpt From
Minutes of the Meeting Held August 2, 1972
Regarding the Fiscal Year 1973
PL 480, Title I Agreement of September 21, 1972

A. The following operational aspects and special provisions referred to in previous minutes and applicable to this Agreement are:

(1) Commodities are to be purchased from private U.S. suppliers and actual prices are agreed upon between buyers and sellers (subject to price review by USDA).

(2) The GOP will designate one or more persons in the United States to consult with representatives of the USG to discuss the rules and procedures applicable to procurement, financing, reporting and ocean transportation, because of the complications involved in connection with the implementation of all the provisions of the agreement. This consultation must be completed before any purchase authorizations are issued.

(3) The GOP will designate individuals or agencies in the recipient country with whom representatives of the USG may consult regarding the implementation of the agreement such as (1) commodity arrival and off-loading information, (2) marking or identifying and publicizing arrivals, (3) assurances against resale and transshipment, (4) compliance with usual marketing requirements, (5) data relating to imports and exports, (6) carrying out self-help measures and (7) reconciliation of accounts.

(4) If the GOP engages the services of a U.S. person or firm as its agent to handle procurement of the commodity and/or ocean transportation, such agent must be approved by the USDA. A copy of the written agreement between the recipient government and the U.S. agent must be submitted to USDA for approval prior to the issuance of applicable purchase authorizations.

(5) The GOP agrees to the identification of commodities and publicity of agreements, arrivals, etc. as follows:

> For the purpose of carrying out the intention of Section 103(1) of PL 480 and of Paragraph I of Part I of the Sales Agreement it is agreed that the two governments will cooperate in effecting publicity and identification of the commodities as follows:
>
> (a) Full press coverage, including photographs where possible, in national languages as well as English, will be given of (a) the signing of the Sales Agreement and the Credit Agreement, (b) PA issuances, (c) each major off-loading of commodities at Pakistan ports and (d) shipments of substantial quantities of commodities from main godowns at port to specific Division-level godowns.

(b) To the extent practicable, bags and containers used in transporting the commodities within Pakistan will be marked as mutually agreed to show that the commodities were provided by the U.S. on a concessional basis.

(6) The usual marketing requirement for each commodity is presumed to be the minimum quantity that would be imported through normal commercial channels in the absence of Title I sales agreement and therefore, must be imported commercially even though the full allotment under Title I is not utilized by the GOP.

(7) Purchases against the UMR's are to be financed by the GOP from its own resources. Commercial imports from countries that are not considered friendly to the U.S. and commodities imported as donations or grants received from the U.S. or other sources cannot be counted toward the UMR's.

(8) Should the USG authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the agreement, the GOP will be required to maintain the UMR again for the subsequent comparable period under this agreement. This subsequent UMR will apply towards the UMR established for any new agreement.

(9) The GOP was advised that if it fails to comply with the provisions of Part I, Article III A.1.2 or 3 of the agreement or fails to comply with any other requirement of the agreement this could result in withholding issuance of purchase authorizations and would be taken into account in consideration of new PL 480 agreements unless the situation is remedied. The remedy may take the form of dollar payment to the U.S. government to the extent of the value of the violation or such other form as may be determined by the USG.

(10) The USG will take the following into consideration in determining the timing and terms and conditions of purchase authorizations: (1) availabilities of commodities, (2) crop years of USA and recipient country, (3) availability of ocean shipping space, (4) ability of recipient country to receive the commodity, (5) market implications and (6) the overall interest of the U.S. Government. Extensions of terminal contracting and delivery dates as a general rule are not made.

(11) Application for purchase authorizations will be made within 90 days after the effective date of any agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplemental agreement. Purchase authorizations generally will not be approved for issuance until amounts in PAs issued for the same commodity under a previous or existing sales agreement have been purchased. In addition, purchase authorizations generally will not be issued if there are major problems concerning performances under past or existing agreement.

(12) The Government of Pakistan understands that the Food for Peace Act (PL 480) [1] requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America may terminate the agreement in such a case under the termination clause.

(13) Section 103(o) Fair Share Amendment

It is understood that the GOP will take into consideration PL 480 Section 103(o), so that U.S. commercial agriculture exports may share equitably in any increase in Pakistan's market for commercial imports.

(14) The United States Government representatives reminded the Government of Pakistan representatives of their responsibilities for timely submission of reports as required under the Agreement. In particular, it was pointed out that the Quarterly Compliance Reports and arrival reporting have been delinquent. The GOP was also reminded that the Annual Self-Help Report is due on December 1 each year.

[1] 80 Stat. 1526; 7 U.S.C. § 1701.

BANGLADESH

Agricultural Commodities

Agreement amending the agreement of August 6, 1973.
Effected by exchange of notes
Signed at Dacca August 28 and September 19, 1973;
Entered into force September 19, 1973.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, *August 28, 1973*

DEAR MR. SECRETARY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 6, 1973 [1] and propose that the Agreement be amended as follows:

In Commodity Table, Part II, Item I under the column entitled Maximum Export Market Value for wheat and wheat flour delete "$11.0" and insert "$17.6". All other terms and conditions of the August 6, 1973 agreement remain the same.

It is proposed that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

DANIEL O. NEWBERRY
Charge d'Affaires ad interim

MR. M. SYEDUZZAMAN
Secretary
Planning Commission
Government of Bangladesh
Dacca

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[1] TIAS 7711; *ante*, p. 1985.

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

[1]

PLANNING COMMISSION
BANGLADESH SECRETARIAT

D.C. No. 459/EPD(III)/USAID(COM)-13/73 DACCA, *the 19th Sept. 1973*

DEAR MR. NEWBERRY

Please refer to your letter dated August 28, 1973 regarding the amendment to the Agricultural Commodities Agreement signed by the representatives of our two Governments on August 6, 1973.

The proposed amendment to delete '$11.0' and to insert '$17.6' in Commodity Table, Part–II, Item I under the Column entitled 'Maximum Export Market Value' is acceptable to the Government of Bangladesh.

Please accept the assurances of my high consideration.

Yours sincerely,

M. SYEDUZZAMAN

(M. Syeduzzaman)
Secretary.

Mr. DANIEL O. NEWBERRY
Charge d'Affaires ad interim
Embassy of the United States of America
in Bangladesh, Adamjee Court,
Motijheel, Dacca-2.

[1] In translation reads: "Government People's Republic of Bangladesh".

JORDAN

Agricultural Commodities

Agreement signed at Amman May 20, 1973;
Entered into force May 20, 1973.
With related letters
Signed at Amman January 24 and March 28, 1972, and May 13 and 19, 1973.
And amending agreements
Effected by exchange of notes
Signed at Amman July 25, 1973;
Entered into force July 25, 1973.
And exchange of notes
Signed at Amman August 2, 1973;
Entered into force August 2, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the agreement signed on April 4, 1968, [1] and the following Part II:

PART II—PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply period	Approximate Maximum Quantity	Maximum Export Market Value (Millions) $
Wheat/Wheat Flour	U.S. Fiscal Years 1973–74	35,000 Metric Tons	3. 6
Feedgrains	U.S. Fiscal Years 1973–74	35,000 Metric Tons	2. 6
		TOTAL VALUE	6. 2

[1] TIAS 6475; 19 UST 4764.

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment—Five (5) percent.

2. Currency Use Payment—Five (5) percent of the dollar amount financed by the Government of the exporting country for agricultural commodities under this agreement is payable upon demand by the Government of the exporting country in accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No request for payments will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments—19.

4. Amount of Each Installment Payment—Approximately equal annual amounts.

5. Due Date of First Instaliment Payment—Two years after date of last delivery of commodities in each calendar year.

6. Initial Interest Rate—Two (2) percent.

7. Continuing Interest Rate—Three (3) percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period	Usual Marketing Requirements
Wheat/Wheat Flour (Wheat Equivalent)	U.S. Fiscal Years 1973–74	12,000 Metric Tons (Wheat Equivalent) Each Year
Feedgrains	U.S. Fiscal Years 1973–74	20,000 Metric Tons Each Year

ITEM IV. Export Limitations:

A. The export limitation period shall be the period beginning on the date of this agreement and extending through the United States Fiscal Year 1973 or any subsequent Fiscal Year in which commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat and wheat flour, rolled wheat, semolina, farina and bulgar (or same products under a different name); for feedgrains—corn, cornmeal, barley, grain sorghum, rye, oats, and mixed feeds containing predominately such grains.

C. Permissible Export(s):

Commodity	Quantity	Period During Which Such Exports are Permitted
Wheat including durum wheat, or wheat products including semolina or pasta products.	Amounts traditionally supplied to northern portions of Saudi Arabia and adjacent areas.	United States Fiscal Year 1973 and any subsequent U.S. Fiscal Year during which above mentioned commodities under this agreement are being imported and utilized.

ITEM V. Self-Help Measures:

The Government of the Hashemite Kingdom of Jordan is undertaking to: (1) Increase the human and financial resources available to local cooperatives including the training of cooperative staff. (2) Intensify efforts to increase wheat production in semi-arid areas. (3) Protect drainage areas, such as the Wadi Ziglab, through erosion control measures. (4) Take steps, when financial conditions permit, to conduct a coordinated national soil and water conservation program.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V of the agreement and the Government of Jordan's development plan.

ITEM VII. Ocean Freight (Differential):

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels, but notwithstanding the provisions of paragraph I of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Item II 2 of this Part II shall be credited against.

(a) the amount of each year's interest payment during the period prior to the due date of the first installment payment starting with the first year payment, plus

(b) the combined payments of principal and interest starting with the first installment, until the value of the currency use payment has been offset.

B. Substitute the following for Paragraph 4 of the Dollar Credit Annex:

> The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103 (B) of the

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Act [1] (such payment is herein called "The Currency Use Payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial imports of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used.

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

DONE at Amman, in duplicate, this twentieth day of May 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LEWIS DEAN BROWN

Lewis Dean Brown
Ambassador

[SEAL]

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:

M S. NABULSI

Dr. Mohammad Sa'id Nabulsi
Minister of National Economy

Minutes of Negotiation for Agreement for the Sale of Agricultural Commodities FY 1973

1. The Minutes of Negotiation [2] of the February 17, 1972 Agreement [3] and the letter of March 28, 1972 [4] from the Acting Director of USAID/Jordan to the Minister of National Economy will apply to this 1973 Agreement. In addition, the Ambassador's letter of May 13, 1973 [5] and the reply dated May 19, 1973 [6] of H.E. The Prime Minister will also be a part of this Agreement.

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).
[2] For the text, see p. 2023.
[3] TIAS 7276; 23 UST 87.
[4] See p. 2026.
[5] See p. 2028.
[6] See p. 2030.

2. The wheat is being loaded on the west coast of the United States on the SS Eagle Leader. The shipment includes 17,930 metric tons of wheat at $93.35 per metric ton and 18,000 metric tons at $93.33 per metric ton. It also includes bags, needles and twine costing about $245,000 for a total value of $3,599,056.90.

3. Regarding paragraph 2 of the Ambassador's letter of May 13, costs incurred as a result of diversion from Afghanistan to Jordan include, but are not necessarily limited to, the banking and interest charges incurred by the Royal Government of Afghanistan in opening letters of credit.

4. The Government of Jordan will be responsible for opening a letter of credit for the total value of the ocean freight. The approved differential will be reimbursed to the Government of Jordan upon presentation to the United States Department of Agriculture of paid documentation. Ocean freight costs cannot be financed under the loan arrangement.

5. With regard to the freight rates to Aqaba, it will be necessary for the Government of Jordan, or its freight agent, to negotiate directly with the owners of the SS Eagle Leader.

6. Although the permissible export level for wheat and wheat products to traditional markets in the northern parts of Saudi Arabia and adjacent areas will be continued in FY 1974, the U.S. Government hopes that the Government of Jordan will, if possible, prevent exports of these commodities during this period of severe drought.

7. Representatives of both Governments have discussed and agreed on the above mentioned points and they are expressing their concurrence by initialing this document.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:
L D B	M S
Lewis Dean Brown *Ambassador*	Dr. Mohammad Sa'id Nabulsi *Minister of National Economy*
[SEAL]	

Minutes of Negotiation for Agreement for the Sale of Agricultural Commodities 1972

1. The United States Government hopes that all of the commodities programmed can be shipped during the supply period indicated. However, because of the limitation on PL 480 expenditures, it may become necessary to withhold some shipments during the supply period or possibly carry over shipments into the next period. Such

action if necessary will be taken pursuant to Part I, Article I of the agreement.

2. The export market value is based on current prices and is subject to change when authorization to sign the agreement is requested.

3. Title I authority, Section 103, (o) requires the President to take steps to assure that the United States obtains a fair share of any increase in commercial purchases of agricultural commodities by the purchasing country. It is intended that, consistent with U.S. obligations under international agreements, the United States should benefit equitably from the development of new commercial markets in those countries now receiving U.S. food on concessional terms. This amendment is designed to assist the United States achieve a growing commercial market for agricultural products as the economies of the respective developing nations advance.

4. PL 480 commodities are to be used for meeting domestic requirements and not for purposes of enhancing exports of same or like commodities. The Government of Jordan should provide assurance that the traditional exports to Saudi Arabia are not exceeded.

5.[1] The self-help memo of understanding[2] and termination clause of the April 4, 1968 Agreement, as amended in USAID/Jordan letter dated January 24, 1972 to the National Planning Council,[3] will apply to this agreement. An annual report on the progress of self-help is due December 1 from the Government of Jordan.

6. The deposit rate of this agreement will, under the current Jordan exchange system, be the unitary rate for U.S. dollars. The rate for this sales agreement will be the highest legally obtainable and not less favorable than the highest of exchange rates obtainable by any other nation.

7. The United States Government will pay only the "differential" between U.S. and foreign flag rates on the 50 percent required to be shipped in U.S. flag vessels.

8. Arrangements for identification and publicity agreed to during negotiations for the April 1968 Agreement are reaffirmed.

9. Reporting is an essential part of programming responsibilities. The Government of Jordan is responsible for submission of reports as required under the agreement. The reports include information on the arrival and disposition of commodities and the use of sales proceeds. The Government of Jordan will make appropriate arrangements to furnish the U.S. Embassy a report by the fifteenth of January, April, July and October covering information referred to in subparagraphs 2, 3, and 4 of Article III D. The Government of Jordan will return the completed "arrival and shipping information" (ADP sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading or 30 days from receipt of the ADP sheets, whichever is later.

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[1] See amended text, p. 2026.

[2] Not printed.

[3] See p. 2027.

10. Representatives of both Governments have discussed and agreed on the above mentioned points and they are expressing their concurrence by initialing this document.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

L D B

Lewis Dean Brown
Ambassador

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:

M S

Dr. Sa'id Nabulsi
Minister of National Economy

[RELATED LETTERS]

The Acting Director of the United States Agency for International Development to the Jordanian Minister of National Economy

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AMERICAN EMBASSY
AMMAN—JORDAN

وكالة الولايات المتحدة للانماء الدولي
السفارة الاميركية
عمان - الاردن

OFFICE OF THE DIRECTOR

مكتب المدير

MARCH 28, 1972

EXCELLENCY:

Subject: PL 480 Title I Agreement signed on February 17, 1972 (Minutes of Negotiation For Agreement for the Sale of Agricultural Commodities)

I wish to confirm that my letter of January 24, 1972 (copy attached) was intended to cancel two of the self-help measures included in August 20, 1970 Agreement [1] and was not intended to change the self-help memo of understanding and termination clause of the April 4, 1968 Agreement.

Based on the foregoing, Item 5 of the minutes of negotiation for agreement for the sale of agricultural commodities 1972 (copy attached) should be amended to read: " 5. The Self-Help memo of understanding and termination clause of April 4, 1968 Agreement will apply to this agreement. An annual report on the progress of self-help is due December 1, from the Government of Jordan".

I would appreciate your signing this letter where indicated and returning a signed copy to me as quickly as possible in order to advise Washington accordingly.

Sincerely,

WILLIAM D. WOLLE

William D. Wolle
Acting Director

His Excellency
Dr. SA'ID NABULSI
Minister of National Economy
Amman, Jordan.

Agreed M S. NABULSI
H.E. Minister of National Economy

[1] TIAS 6949; 21 UST 2051.

[Enclosure]

JANUARY 24, 1972

EXCELLENCY:

Further to my letter of December 30, 1971 [1] Washington has agreed to amend Item V titled "Self-Help Measures", Part XI of the proposed Agreement to read as follows:

"The Government of the Hashemite Kingdom of Jordan is undertaking to:

1. Increase the human and financial resources available to local cooperatives including the training of cooperative staff.
2. Intensify efforts to increase wheat production in semi-arid areas.
3. Protect drainage areas, such as the Wadi Ziglab, through erosion control measures.
4. Take steps, when financial and security conditions permit, to conduct a coordinated national soil and water conservation program."

All of the above points were included in the previous agreements with the exception that to item 4 the words "when financial and security conditions permits" have been added. In addition the following two measures have been deleted:

1. Coordinate agricultural research and extension activities.
2. The Government will take steps to improve the storage and handling of grain.

If you agree to the above and desire to purchase wheat under PL 480 Title I please advise me:

1. The quantity desired.
2. The title and name of the Government of Jordan official impowered to sign the Agreement.
3. Your acceptance to the points shown in the Draft Minutes of Negotiation for Agreement For The Sale of Agricultural Commodities 1972, presented to you with the draft copies of the Agreement.
4. A date for signing the Agreement. You should take into consideration that we require three working days advance notice of the date.

Sincerely,

WILLIAM D. WOLLE

William D. Wolle
Acting Director

His Excellency
MUHAMMED NURI SHAFIQ
President
National Planning Council
Amman, Jordan.

[1] Not printed.

The American Ambassador to the Jordanian Prime Minister

AMMAN, JORDAN *May 13, 1973*

His Excellency
Mr. AHMAD AL-LOUZI
Prime Minister
Amman

EXCELLENCY:

Further to my letter of May 6 [1] about grain under PL 480, Washington informed us May 11 of an unexpected opportunity for the Government of Jordan to obtain a shipload of 35,000 metric tons of wheat that is now loading in a U.S. west coast port. This wheat was purchased by the Royal Government of Afghanistan under PL 480 Title I, but Afghanistan is willing to release it for direct shipment to Jordan.

Washington needs immediate advice as to whether the Government of Jordan is willing to accept this wheat under PL 480 Title I, and with it to accept full responsibility and all payment of costs incurred as a result of its diversion to Jordan. Your Government's acceptance will, at a later date, necessitate direct negotiations between Jordan and Afghanistan to complete all arrangements for the transfer of wheat. These arrangements would be subject to approval by the U.S. Department of Agriculture.

If the Government of Jordan is willing to accept this wheat, I am authorized to amend the proposed PL 480 Agreement to increase the amount of wheat from 20,000 to 35,000 metric tons, and to change the market value of the wheat involved in the Agreement from $1,900,000 to $3,600,000. The total value of the Agreement for both wheat and corn would then become $6,200,000. All other terms would remain the same.

An Embassy officer discussed this matter in detail with the Minister of National Economy on May 11 and 12. The minister stated that he believes the Government of Jordan will want to accept this cargo. As mentioned to the Minister, if Jordan decides to accept this 35,000 ton quantity, the Jordanian Embassy in Washington should be informed immediately of all aspects of the matter and given authority to sign the necessary documents to implement the diversion. Any additional costs incident to this diversion shall not be for the account of the U.S. Government but must be assumed by Jordan.

[1] Not printed.

In any event, a PL 480 Title I Agreement must be signed before the U.S. Government can give final authorization to divert this wheat. I would appreciate the earliest possible advice as to the Jordan Government's decision on the diversion, and the name and title of the Government official empowered to sign the Title I Agreement.

Sincerely,

L. DEAN BROWN

L. Dean Brown

The Jordanian Prime Minister to the American Ambassador

المملكة الاردنية الهاشمية
رئاسة الوزراء

عمان في ١٩/٥/١٩٧٣

سعادة السيد دين براون
سفير الولايات المتحدة الامريكية / عمان

اشير الى كتابكم المؤرخ في ١٣/٥/١٩٧٣ وارجو ان اعلمكم بان مجلس الوزراء قد اطلع على العرض المقدم من حكومة الولايات المتحدة الامريكية بشأن تقديم كمية (٣٥) الف طن من القمح الامريكي الى الاردن ، وقرر في جلسته المنعقدة بتاريخ ١٦/٥/١٩٧٣ الموافقة على عقد الاتفاقية اللازمة حول هذه الكمية مع الحكومة الامريكية بالشروط الواردة في مذكرة سعادتكم ، وتفويض معالي الدكتور محمد سعيد النابلسي وزير الاقتصاد الوطني بالتوقيع على الاتفاقية بالنيابة عن الحكومة .

وانتهز هذه المناسبة لاعبر لسعادتكم عن فائق التقدير والاحترام .

رئيس الوزراء

TIAS 7716

Translation

THE HASHEMITE KINGDOM OF JORDAN
OFFICE OF THE PRIME MINISTER
AMMAN

MAY 19, 1973

The Honorable DEAN BROWN,
Ambassador of the United States of America,
Amman.

With reference to your letter of May 13, 1973, I would like to inform you that the Council of Ministers has taken cognizance of the offer of the Government of the United States of America to make available to Jordan 35,000 tons of American wheat, that in its meeting of May 16, 1973, the Council decided to approve the conclusion of the necessary agreement with the American Government concerning this amount in accordance with the provisions set forth in Your Excellency's note, and that it has commissioned His Excellency Dr. Mohammad Sa'id Nabulsi, Minister of National Economy, to sign the agreement on behalf of the Government.

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

For the Prime Minister:

ZUHAIR MUFTI

[AMENDING AGREEMENTS]

The American Ambassador to the Jordanian Minister of State for Foreign Affairs

No. 192 AMMAN, *July 25, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, and to propose to amend this Agreement as follows:

1. Part II, Item I—Commodity Table:

   Under appropriate columns for Wheat/Wheat Flour: under the headings Approximate Maximum Quantity and Maximum Ex-

port Market Value delete "35,000 Metric Tons and $3.6 million" and insert "55,000 Metric Tons and $5.7 million" respectively, and for Total Export Market Value delete "6.2 million" and insert "8.3 million".

2. Part II, Item IV—Export Limitations:

Under Section C, Permissible Export(s): under the column headed "Period During Which Such Exports are Permitted" delete "United States Fiscal Year 1973" and insert "In each of the United States Fiscal Years 1973 and 1974".

Except as provided above, all other terms and conditions of the Agricultural Commodities Agreement of May 20, 1973, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

L. DEAN BROWN

His Excellency
ZUHAIR MUFTI,
Minister of State for Foreign Affairs,
Amman.

The Jordanian Minister of State for Foreign Affairs to the American Ambassador

[1] المملكة الاردنية الهاشمية
وزارة الخارجية

No. S22/100/2/3970

AMMAN, *July 25, 1973*

EXCELLENCY:

I acknowledge with thanks the receipt of your Excellency's note dated July 25, 1973 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 20, 1973, and to propose to amend this Agreement as follows:

1. Part II, Item I—Commodity Table:

Under appropriate columns for Wheat/Wheat Flour: under the headings Approximate Maximum Quantity and Maximum Export Market Value delete "35,000 Metric Tons and $3.6 million" and insert "55,000 Metric Tons and $5.7 million"

[1] In translation reads: "The Hashemite Kingdom of Jordan Ministry for Foreign Affairs."

respectively, and for Total Export Market Value delete "$6.2 million" and insert "$8.3 million".

2. Part II, Item IV—Export Limitations:

Under Section C, Permissible Export(s): under the column headed "Period During Which Such Exports are Permitted" delete "United States Fiscal Year 1973" and insert "In each of the United States Fiscal Years 1973 and 1974".

Except as provided above, all other terms and conditions of the Agricultural Commodities Agreement of May 20, 1973, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two governments, effective as of this day, July 25, 1973.

Accept, Excellency, my highest consideration.

ZUHAIR MUFTI

Minister for Foreign Affairs

His EXCELLENCY,
Ambassador of the
United States of America,
Amman.

The American Ambassador to the Jordanian Minister of State for Foreign Affairs

No. 195

AMMAN, *August 2, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, as amended, and to propose further amendment of the Commodity Table Part II, Item I as follows:

Under the column entitled "Maximum Export Market Value" in the line entitled "Wheat/Wheat Flour" change "5.7" to "6.7". Under the column entitled "Maximum Export Market Value" in the line entitled "Total Value" change "8.3" to "9.3".

All other terms and conditions of the May 20, 1973 Agreement, as amended, remain the same.

I propose that this note and your Excellency's reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

LEWIS DEAN BROWN

His Excellency
ZUHAIR MUFTI.
Minister of State for Foreign Affairs,
Amman.

The Jordanian Minister of State for Foreign Affairs to the American Ambassador

المملكة الاردنية الهاشمية
وزارة الخارجية

No. S22/100/2/4173

AMMAN, *August 2, 1973*

EXCELLENCY:

I acknowledge with thanks the receipt of your Excellency's note dated August 2, 1973 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, as amended, and to propose further amendment of the Commodity Table Part 11, Item I as follows:

Under the column entitled "Maximum Export Marker Value" in the line entited "Wheat/Wheat Flour" change "5.7" to "6.7".

Under the column entitled "Maximum Export Market Value" in the line entitled "Total Value" change "8.3" to "9.3".

All other terms and conditions of the May 20, 1973 Agreement, as amended, remain the same.

I propose that this note and your Excellency's reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two governments, effective as of this day, August 2, 1973.

Accept, Excellency, my highest consideration.

ZUHAIR MUFTI

Minister of State for Foreign Affairs

His EXCELLENCY,
Ambassador of the United States of America,
Amman.

JAPAN

Trade in Wool and Man-Made Fiber Textiles

Understanding modifying the arrangement of January 3, 1972.
Effected by exchange of notes
Signed at Washington September 26, 1973;
Entered into force September 26, 1973.

The Japanese Ambassador to the Secretary of State

SEPTEMBER 26, 1973

EXCELLENCY:

I have the honor to refer to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Wool and Man-Made Fiber Textiles between Japan and the United States attached to the Exchange of Notes of January 3, 1972[1] (hereinafter referred to as "the Wool and Man-Made Fiber Textiles Arrangement") and to the Notes exchanged on September 26, 1973[2] between the Government of Japan and the Government of the United States of America concerning the restraint measures to be taken on trade in cotton textiles for the period of twelve months starting from October 1, 1973 (hereinafter referred to as "the Exchange of Notes on Cotton Textiles"), and to confirm on behalf of the Government of Japan that the provisions set forth below will be regarded as forming part of the Wool and Man-Made Fiber Textiles Arrangement:

Without regard to the provisions of paragraphs 3 and 6 of the Wool and Man-Made Fiber Textiles Arrangement and provided that there is an equivalent square yard shortfall in exports under the Exchange of Notes on Cotton Textiles during the twelve month period starting October 1, 1973, exports of yarns in categories 200–205 may be increased by up to 51,435,000 square yards equivalent in the third year of the Wool and Man-Made Fiber Textiles Arrangement.

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[1] TIAS 7495; 23 UST 3167.
[2] TIAS 7718; *post*, p. 2039.

I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

TAKESHI YASUKAWA

His Excellency
HENRY A. KISSINGER
Secretary of State

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 26, 1973

EXCELLENCY:

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

"SEPTEMBER 26, 1973

"EXCELLENCY:

"I have the honor to refer to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Wool and Man-Made Fiber Textiles between Japan and the United States attached to the Exchange of Notes of January 3, 1972 (hereinafter referred to as 'the Wool and Man-Made Fiber Textiles Arrangement') and to the Notes exchanged on September 26, 1973 between the Government of Japan and the Government of the United States of America concerning the restraint measures to be taken on trade in cotton textiles for the period of twelve months starting from October 1, 1973 (hereinafter referred to as 'the Exchange of Notes on Cotton Textiles'), and to confirm on behalf of the Government of Japan that the provisions set forth below will be regarded as forming part of the Wool and Man-Made Fiber Textiles Arrangement:

"Without regard to the provisions of paragraphs 3 and 6 of the Wool and Man-Made Fiber Textiles Arrangement and provided that there is an equivalent square yard shortfall in exports under the Exchange of Notes on Cotton Textiles during the twelve month period starting October 1, 1973, exports of yarns in categories 200–205 may be increased by up to 51,435,000 square yards equivalent in the third year of the Wool and Man-Made Fiber Textiles Arrangement.

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"I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the United States of America.

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

"(Signed) TAKESHI YASUKAWA"

I have further the honor to confirm the foregoing understanding on behalf of the Government of the United States of America.

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

For the Secretary of State:

KENNETH RUSH

His Excellency
TAKESHI YASUKAWA,
Ambassador of Japan.

JAPAN

Trade in Cotton Textiles

Understanding modifying and extending the arrangement of January 28, 1972, as amended.
Effected by exchange of notes
Signed at Washington September 26, 1973;
Entered into force September 26, 1973.

The Japanese Ambassador to the Secretary of State

SEPTEMBER 26, 1973

EXCELLENCY:

With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes dated January 28, 1972, with related letters of same date, as amended by the Exchange of Notes dated May 26, 1972, [1] (hereinafter referred to as "the Arrangement of 1972") and to the recent talks between the representatives of the two Governments concerning restraint on the exports of cotton textiles from Japan to the United States for the period of twelve months starting from October 1, 1973, I have the honor to confirm the following understanding on behalf of my Government:

The Government of Japan will continue to take, for the period of twelve months starting from October 1, 1973, the same restraint measures on Japanese exports of cotton textiles to the United States as those applied in accordance with the provisions of the Arrangement of 1972, except that export limits shall be the aggregates of one third of the limits for the second arrangement period, as stipulated in the Arrangement of 1972, and the limits for the same arrangement period increased by five percent, plus the carry-over from the second arrangement period, if any.

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[1] TIAS 7271, 7335; 23 UST 27, 690.

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

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

TAKESHI YASUKAWA

His Excellency
HENRY A. KISSINGER
Secretary of State

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 26, 1973

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of September 26, 1973, concerning the export of Japanese cotton textiles to the United States, the text of which reads as follows:

"SEPTEMBER 26, 1973

"EXCELLENCY:

"With reference to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States effected by the Exchange of Notes dated January 28, 1972, with related letters of same date, as amended by the Exchange of Notes dated May 26, 1972 (hereinafter referred to as 'the Arrangement of 1972'), and to the recent talks between the representatives of the two Governments concerning restraint on the exports of cotton textiles from Japan to the United States for the period of twelve months starting from October 1, 1973, I have the honor to confirm the following understanding on behalf of my Government:

"The Government of Japan will continue to take, for the period of twelve months starting from October 1, 1973, the same restraint measures on Japanese exports of cotton textiles to the United States as those applied in accordance with the provisions of the Arrangement of 1972, except that export limits shall be the aggregates of one third of the limits for the second arrangement period, as stipulated in the Arrangement of 1972, and the limits for the same arrangement period increased by five percent, plus the carry-over from the second arrangement period, if any.

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

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

"(Signed) TAKESHI YASUKAWA"

In reply, I have the honor to confirm, on behalf of the Government of the United States, the understanding set forth in Your Excellency's note. Accordingly, Your Excellency's note and this reply shall constitute an understanding between our two Governments.

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

For the Secretary of State:

KENNETH RUSH

His Excellency
TAKESHI YASUKAWA,
Ambassador of Japan.

PHILIPPINES

Trade in Cotton Textiles

Agreement amending the agreement of September 21, 1967, as amended and extended.
Effected by exchange of notes
Signed at Washington September 27 and October 3, 1973;
Entered into force October 3, 1973.

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

THE FOREIGN SERVICE OF THE PHILIPPINES

EMBASSY OF THE PHILIPPINES
WASHINGTON, D.C.

27 SEPTEMBER 1973

EXCELLENCY:

I have the honor to refer to the Cotton Textile Agreement between our two Governments effected by an exchange of notes dated September 21, 1967, as amended by an exchange of notes dated December 26, 1967, and further amended by an exchange of notes dated November 17, 1970. [1]

Under paragraph 15 thereof, the aforementioned Agreement will expire on December 31, 1973, but either Government may propose revisions in the terms of the Agreement no later than 90 days prior to the beginning of a new 12-month period.

In accordance with instructions from my Government, I have the honor to propose that the said Agreement be extended for another period of three years ending December 31, 1976 under the same terms and conditions as the Agreement now existing.

If the foregoing proposal is acceptable to the Government of the United States, my Government will consider this note and Your Excellency's affirmative reply as constituting an agreement extending the life of said Cotton Textile Agreement to December 31, 1976.

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[1] TIAS 6344, 6416, 6979; 18 UST 2379, 3194, 2420.

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

M C BELISARIO

Mario C. Belisario
Minister
Charge d'Affaires, a.i.

His Excellency
Dr. HENRY KISSINGER
Secretary of State
Washington, D.C.

The Secretary of State to the Philippine Ambassador

DEPARTMENT OF STATE
WASHINGTON

OCTOBER 3, 1973

EXCELLENCY:

I have the honor to refer to your note of September 27, 1973 proposing an extension for three years of the Agreement between our two Governments concerning the export of cotton textiles from the Philippines to the United States.

I confirm that your proposal is acceptable to my Government and concur that Your Excellency's note and this note in reply constitute an extension of the Agreement.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency,
EDUARDO Z. ROMUALDEZ,
Ambassador of the Philippines.

JAMAICA

Trade in Cotton Textiles

Agreement extending the agreement of September 29, 1967, as amended and extended.
Effected by exchange of notes
Signed at Washington September 26, 1973;
Entered into force September 26, 1973.

The Secretary of State to the Jamaican Ambassador

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 26, 1973

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Jamaica concerning trade in cotton textiles effected by exchange of notes on September 29, 1967, as amended by exchange of notes on July 21, 1970. [1]

As a result of conversations between representatives of our two Governments, I propose that the first sentence of paragraph one of the aforementioned agreement as amended be further amended to read:

"1. The term of this agreement shall be from October 1, 1970, through September 30, 1974."

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Jamaica shall constitute an amendment of the Agreement.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
DOUGLAS V. FLETCHER,
Jamaican Ambassador.

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[1] TIAS 6357, 6915; 18 UST 2713; 21 UST 1522.

The Jamaican Ambassador to the Secretary of State

C5/12/15.5 SEPTEMBER 26, 1973

EXCELLENCY,

I have the honour to acknowledge receipt of your note of September 26, 1973, proposing a one year extension of the Agreement concerning trade in cotton textiles between our two Governments.

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

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

DOUGLAS FLETCHER

Douglas Fletcher
Ambassador of Jamaica.

The Honourable
Dr. HENRY KISSINGER,
Secretary of State of the
United States of America,
Washington, D.C.

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

Protocol suspending the agreement of May 4, 1967, as amended.
Signed at Vienna September 25, 1973;
Entered into force September 25, 1973.

PROTOCOL SUSPENDING THE APPLICATION OF SAFEGUARDS UNDER THE AGREEMENT FOR CO-OPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NORWAY CONCERNING CIVIL USES OF ATOMIC ENERGY AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS BY THE INTERNATIONAL ATOMIC ENERGY AGENCY PURSUANT TO THE NON-PROLIFERATION TREATY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the United States of America and the Government of Norway (hereinafter referred to as "Norway"):

RECOGNIZING that the United States has been applying safeguards in accordance with the provisions of the Agreement for Co-operation between the Government of the United States of America and the Government of Norway Concerning Civil Uses of Atomic Energy signed on 4 May 1967, as amended,[1] (hereinafter referred to as the "Agreement for Co-operation") to materials, equipment and devices required to be safeguarded under the Agreement for Co-operation to assure that they will not be used for any military purposes;

RECOGNIZING that the Kingdom of Norway, as a non-nuclear-weapon State Party to the Treaty on the Non-Proliferation of Nuclear Weapons [2] (hereinafter referred to as the "Treaty"), has concluded with the Agency an Agreement for the Application of Safeguards [3]

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[1] TIAS 6260, 6849; 18 UST 531; 21 UST 817.
[2] TIAS 6839; 21 UST 483.
[3] Signed Mar. 1, 1972.

(hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

RECOGNIZING that Article XII of the Agreement for Co-operation provides for the suspension of the safeguards rights accorded to the Government of the United States by Article X of that Agreement during the time and to the extent that the Agency's safeguards as specified in an agreement between the Agency, Norway and the United States apply to materials and facilities subject to safeguards under the Agreement for Co-operation;

RECOGNIZING that under Article XI of the Agreement for Co-operation the Government of Norway has guaranteed that no material, including equipment and devices, transferred to the Government of Norway or authorized persons under its jurisdiction from the United States of America pursuant to the Agreement for Co-operation and no special nuclear material produced as a result of such transfer will be used for any military purpose;

HAVE AGREED:

1. The Treaty Safeguards Agreement shall be applied as therein provided to nuclear materials subject to the Agreement for Co-operation.

2. In the event that the Government of Norway intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of Norway will satisfy the Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of Norway in Article XI of the Agreement for Co-operation, and that no materials, equipment or facilities transferred from the United States of America to Norway under the Agreement for Co-operation are involved in such use.

3. The Government of the United States of America and the Government of Norway agree that this Protocol constitutes an agreement of the kind referred to in paragraph A of Article XII of the Agreement for Co-operation, and that the safeguards rights accorded to the Government of the United States of America by Article X of the Agreement for Co-operation are deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and the safeguards specified therein are being applied by the Agency.

4. This Protocol shall enter into force upon signature.

Done In Vienna, this twenty-fifth day of September 1973, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF NORWAY:

IVAR LUNDE

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

GERALD F. TAPE

[SEAL]

MULTILATERAL

Space Laboratory: Cooperative Program

Agreement done at Neuilly-sur-Seine August 14, 1973; [1]
Entered into force August 14, 1973.
With memorandum of understanding between the National Aeronautics and Space Administration and the European Space Research Organisation.

ACCORD

ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET CERTAINS GOUVERNEMENTS MEMBRES
DE L'ORGANISATION EUROPEENNE DE RECHERCHES SPATIALES
CONCERNANT UN PROGRAMME COOPERATIF
POUR LE DEVELOPPEMENT, L'ACQUISITION
ET L'UTILISATION D'UN LABORATOIRE SPATIAL
EN LIAISON AVEC LE SYSTEME DE NAVETTE SPATIALE

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND CERTAIN GOVERNMENTS, MEMBERS OF THE
EUROPEAN SPACE RESEARCH ORGANISATION,
FOR A COOPERATIVE PROGRAMME
CONCERNING THE DEVELOPMENT, PROCUREMENT AND USE OF A
SPACE LABORATORY IN CONJUNCTION WITH THE
SPACE SHUTTLE SYSTEM

ÜBEREINKOMMEN

ZWISCHEN DER REGIERUNG DER VEREINIGTEN
STAATEN VON AMERIKA
UND BESTIMMTEN REGIERUNGEN, DIE MITGLIEDER DER
EUROPÄISCHEN WELTRAUMFORSCHUNGS-ORGANISATION SIND,
ÜBER EIN PROGRAMM DER ZUSAMMENARBEIT BEI
DER ENTWICKLUNG BESCHAFFUNG UND
NUTZUNG EINES WELTRAUMLABORATORIUMS
IN VERBINDUNG MIT DEM RAUMTRANSPORTERSYSTEM

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[1] Text as certified by the French Ministry of Foreign Affairs.

PREAMBLE,

The Government of the United States of America
and
the Governments of the Federal Republic of Germany, the Kingdom of Belgium, Spain, the Kingdom of Denmark, the French Republic, the Italian Republic, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Swiss Confederation, parties to the Arrangement between certain Member States of the European Space Research Organisation and the European Space Research Organisation concerning the execution of the Spacelab Programme, opened for signature on 1 March 1973 (the above European Governments and such other Governments as adhere to this Agreement being referred to hereinafter as the "European Partners"),

CONSCIOUS of the challenge and potential of space exploration and convinced that international cooperation in the development and use of new mechanisms for space exploration will further strengthen the bonds of friendship between the countries involved and will in general contribute to world peace;

RECALLING with satisfaction the considerable amount of cooperation in the space field already conducted and now in progress between the countries involved;

DESIRING to extend and expand cooperation already conducted in the space field between the countries involved;

CONVINCED also that such cooperation will result in scientific, technological and economic advantages to their mutual benefit as well as the benefit of all mankind;

RECALLING the invitation extended by the Government of the United States of America to Europe to cooperate in the United States post-Apollo programme;

CONSIDERING that the Government of the United States of America has established policies to make available to other nations launch assistance for scientific and applications space missions for peaceful purposes;

NOTING the decision of the European Space Conference to participate in the post-Apollo programme as expressed in the Resolution adopted in Brussels on December 20, 1972;

CONSIDERING that the European Partners have entrusted to the European Space Research Organisation (hereinafter referred to as "ESRO") to undertake, as a special project, the development of a Space Laboratory (hereinafter referred to as "SL");

CONSIDERING that the Government of the United States of America has entrusted to the National Aeronautics and Space Administration (hereinafter referred to as "NASA") the development of the Space Shuttle;

CONSIDERING that the SL concept is essential for the full exploitation of the Space Shuttle potential;

HAVING NOTED the Memorandum of Understanding [1] between NASA and ESRO drawn up for the purpose of implementing a cooperative programme concerning the development, procurement, and use of an SL in conjunction with the Space Shuttle system;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

PURPOSES AND OBJECTIVES

The Government of the United States of America and the European Partners shall engage in a cooperative programme concerning an integrated space transportation and orbital system to provide: (1) for the design, development, manufacture and delivery of the first flight unit of the SL as an element to be integrated with the Space Shuttle; (2) for the use of the Space Shuttle and SL systems for peaceful purposes; (3) for the production and procurement of additional SLs; (4) for appropriate exchanges and interaction in the development and use of the Space Shuttle and SL systems; and (5) for consideration of the timely expansion and extension of this cooperation as their mutual interest warrants.

ARTICLE 2

GENERAL DESCRIPTION OF THE SPACE SHUTTLE AND SL PROGRAMMES

A. The Space Shuttle programme refers essentially: to the definition, design and development of a Space Shuttle which will: serve in missions to deliver payloads to earth orbit; maintain station on orbit for mission durations in the order of seven days or more; provide safety monitoring and control over payload elements throughout missions; and provide seating and complete habitability for crews, including free movement between the Shuttle and SL.

B. The SL programme provides for the definition, design, development and procurement of mannable laboratory modules and unpressurised instrument platforms (pallets) attached to and integral with the Shuttle and suitable for conducting research and applications activities on Shuttle sortie missions.

ARTICLE 3

COOPERATING AGENCIES AND IMPLEMENTATION

A. NASA is designated as the cooperating agency of the Government of the United States of America to implement its side of the cooperative programme. ESRO, or its successor organisation, is designated as the cooperating agency of the European Partners to implement their side of the cooperative programme.

B. Detailed provisions for the implementation of this cooperative programme are set forth in the Memorandum of Understanding between NASA and ESRO, dated 14 August 1973, confirmed here-

[1] See p. 2082.

with. Upon formation of a successor organisation to ESRO, the Memorandum of Understanding will be considered as being between NASA and that organisation.

ARTICLE 4

OBLIGATIONS OF THE EUROPEAN PARTNERS

As their part of the cooperative programme the European Partners shall have among their obligations the following:

(1) to design, develop, manufacture and deliver an SL and associated equipment according to mutually agreed specifications and time schedule;

(2) to establish the necessary means and infrastructure in Europe in order to ensure the possibility of the procurement at reasonable prices by the Government of the United States of America of additional such SLs, components and spares as the Government of the United States of America may need;

(3) to ensure the availability of a sustaining engineering capability for the SL to meet the mission operating requirements of the Government of the United States of America; and

(4) to provide for the necessary contingency arrangements to enable the production in the United States of SLs, components and spares in the event that the European Partners fail to complete the first SL or to produce subsequent SLs for procurement by the Government of the United States of America in accordance with agreed specifications and schedules at reasonable prices.

ARTICLE 5

OBLIGATIONS OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

As its part of the cooperative programme the Government of the United States of America shall have among its obligations the following: (1) to provide relevant information and advice; (2) to provide, subject to its availability and applicable United States laws and regulations, such assistance and for export of such technology, including know-how and hardware, as may be mutually agreed is required for the development and manufacture of the SL; (3) to procure only from the European Partners such additional SLs, components and spares as substantially duplicate the design and capabilities of the first SL, as are needed by the Government of the United States of America, including needs arising from its international programmes, and as are available in accordance with agreed schedules and at reasonable prices; (4) to refrain from separate and independent development of any SL substantially duplicating the design and capabilities of the first SL unless the European Partners fail to produce such SLs, components and spares in accordance with agreed specifications and schedules and at reasonable prices;

(5) to use the first SL developed in Europe as an element integrated with the Space Shuttle system for the peaceful exploration and use of outer space; and (6) to keep the European Partners informed of its plans for future use of the Space Shuttle system, and, in particular, of future concepts which may lead to modifications of the present SL concept, with a view to expanding and extending this cooperation beyond the present Agreement.

ARTICLE 6

ACCESS TO TECHNOLOGY AND INFORMATION

A. The European Partners will have access to that technology, including know-how, which is available to the Government of the United States of America and is needed in order to accomplish successfully their tasks under this cooperative programme; for the same purposes the Government of the United States of America will have access to technology, including know-how, available to the European Partners.

B. The technology, including know-how, which the Government of the United States of America and the European Partners will require from the other for the successful accomplishment of tasks under this cooperative programme will be jointly defined. However, the Government of the United States of America and the European Partners each reserve the right in exceptional cases to arrange for their respective technology so defined to be made available in the form of hardware, rather than know-how.

C. The technology, including know-how, so identified and transferred under this cooperative programme and normally subject to licensing and proprietary control will not be made available beyond the European Partners, their nationals and ESRO acting in their behalf in the SL programme without the express prior approval of the Government of the United States of America. If the European Partners, their nationals or ESRO wish to use this technology, including know-how, for purposes other than the development and production tasks under the cooperative programme and other than in connection with their use of the Space Shuttle and SL, such uses may be arranged on a case-by-case basis in accordance with normal commercial practice and the applicable United States laws and regulations.

D. The Government of the United States of America will give consideration on a case-by-case basis to requests for access to United States technology, including know-how, beyond that which is directly necessary for the execution of the SL programme.

E. Any technology, including know-how, transferred under this cooperative programme to the Government of the United States of America or its nationals by the European Partners will be subject to similar conditions as to availability and use.

F. The access to technology, including know-how, referred to above will be effected in such a way as not to infringe any existing proprietary rights of any person or body in the United States or Europe.

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G. The Government of the United States of America will make available to the European Partners general information related to the design, development, and use of the Space Shuttle and orbital system, particularly that required for the understanding of that system.

H. In those cases where the information requested can be made readily available by agencies of the Government of the United States of America, it will be made available free of charge; in other cases, the Government of the United States of America will use its best efforts to facilitate its availability on favourable conditions.

I. While the Government of the United States of America and the European Partners believe that the SL can be developed within existing European capabilities, it is recognised that some commercial procurement of components and services in the United States is likely. In consideration thereof, the Government of the United States of America shall, in procurement of commercially available components and services related to the development of the Shuttle, follow the principle of giving full recognition to advantages offered in Europe in cost, quality or availability.

J. The provisions of this Article shall be subject to applicable laws and regulations.

ARTICLE 7

USE OF THE SPACE SHUTTLE AND SL

A. The Government of the United States of America shall, consistent with international agreements and arrangements, make the Space Shuttle available for SL missions (experiments and applications) of the European Partners and their nationals on either a cooperative or cost-reimbursable basis.

B. In regard to space missions of the European Partners, the Government of the United States of America shall provide access for use of SLs developed under this cooperative programme for experiments or applications proposed for reimbursable flight by the European Partners, in preference to those of third countries considering, in recognition of the participation of the European Partners in this cooperative programme, that this will be equitable in the event of payload limitation or scheduling conflicts. Experiments or applications proposed for cooperative flight will be selected on the basis of the merit of each proposal in accordance with continuing United States policy; such proposals of the European Partners will be given preference over the proposals of third countries provided their merit is at least equal to the merit of the proposals of third countries. The European Partners will have an opportunity to express their views with respect to the judgement of merit regarding their cooperative proposals.

C. The commercial use of Space Shuttles and SLs will be on a non-discriminatory basis.

The establishment by the Government of the United States of America or by the European Partners of standards and conditions for the commercial use of SL units will be the subject of prior exchange of

views on such standards and conditions, looking toward the maximum practicable harmonisation of the respective policies. In exceptional circumstances, should this prove impossible, the exchange of views will take place at the first opportunity thereafter.

D. In order to assure the integrity of operation and management by the Government of the United States of America of the Space Shuttle system, this Government shall have full control over the first SL unit, after its delivery to the Government of the United States of America, including the right to make final determination as to its use for peaceful purposes. The Government of the United States of America may make any modifications to the first SL unit it desires. However, in the case of intended major modifications, the European Partners will be given advance notification to permit the opportunity for them to express their views and to provide modification kits.

E. With regard to the first flight of the first SL unit, the system test objectives will be the responsibility of the Government of the United States of America. The experimental objectives of this first flight will be jointly planned on a cooperative basis. Thereafter, the cooperative use of this first SL unit by the European Partners and ESRO will be encouraged throughout its useful life, although not to the exclusion of cost reimbursable use by them. The Government of the United States of America will otherwise have unrestricted use of the first SL unit free of cost.

F. The Government of the United States of America will provide SL flight crew opportunities to nationals of the European Partners in connection with their space missions involving an SL. It is contemplated that a European crew member will be included in the flight crew of the first SL flight.

G. The results of NASA and ESRO experiments on cooperative SL missions shall be made freely available to the Parties to this Agreement, subject to any proprietary rights and to the usual priorities to be granted to individual experimenters for the purpose of advance exploitation and publication of the data obtained.

H. The use of Space Shuttles and SLs by European nationals may be arranged through ESRO or by the appropriate European Partner.

ARTICLE 8

COSTS

A. The Government of the United States of America and the European Partners shall bear the costs of their respective participation in the cooperative programme under this Agreement.

B. Neither the Government of the United States of America nor the European Partners will seek to recover government research and development costs incurred in the development of items procured from the other in connection with this cooperative programme.

C. With respect to the financial conditions for reimbursable launch services from United States launch sites, European Partners, their

nationals and ESRO will be charged on the same basis as comparable nongovernment United States domestic users.

D. The obligations of the Government of the United States of America and of the European Partners shall be subject to their respective funding procedures.

ARTICLE 9

CONSULTATION AND PLANNING

A. The Parties agree to consult with a view to facilitating a continuing and expanding cooperation in the use of outer space.

B. In order to enhance the opportunities for the European Partners to determine and express their interest in the planning and use of the Space Shuttle system, and particularly the SL, the Government of the United States of America will associate representatives of the European Partners, through consultation and as observers, with mission definition planning for use of the system as well as with planning and management of the overall development of the system.

C. The Government of the United States of America will consult with the European Partners on the appropriate measures to be taken in the event the Space Shuttle programme is not continued, and will, consistent with United States policy and the objectives of Articles 7 and 8, make available to the European Partners or ESRO existing alternative launchers for missions of the European Partners being developed for SL flights.

ARTICLE 10

MOVEMENT OF PERSONS AND MATERIALS

A. The Government of the United States of America and the European Partners shall facilitate the movement of persons and materials involved in the cooperative programme under this Agreement into and out of their territories.

B. The Government of the United States of America and the European Partners shall use their best efforts to accord, to such material as may be government-owned, entry free of customs duties and other charges.

C. The Government of the United States of America and the European Partners shall use their best efforts to accord to nongovernment-owned material: (1) entry free of customs duties and other charges; and (2) purchase free of national and other taxes.

ARTICLE 11

LIABILITY

A. The Government of the United States of America shall have full responsibility for damage to its nationals and to its governmental property arising in the course of implementation of this Agreement. The European Partners shall have full responsibility for damage to their nationals, to their governmental property, and, through ESRO, to employees of ESRO and to ESRO property, arising in the course of implementation of this Agreement.

B. In the event of damage, arising from the launch, flight or descent of the Shuttle carrying the SL, to nationals of countries which are not parties to this Agreement, for which damage there is joint liability of the Government of the United States of America and the European Partners under the principles of international law or of the Convention on International Liability for Damage Caused by Space Objects,[1] the Government of the United States of America and the European Partners agree to consult promptly on an equitable sharing of the payment for any settlement required. If agreement is not reached within 180 days, the Government of the United States of America and the European Partners will act promptly to arrange for early arbitration to settle the sharing of such claims following the 1958 model rules on arbitral procedure of the International Law Commission.

C. In the event of damage to nationals of countries not parties to this Agreement, arising from the implementation of this Agreement and not covered by Paragraph B above, such damage shall be the responsibility of the Government of the United States of America and/or the European Partners depending on where the responsibility falls under applicable law.

D. Notwithstanding Paragraph A above, with respect to the first SL to be provided by the European Partners, the Government of the United States of America shall be responsible for damage to such first SL after its acceptance by the Government of the United States of America, but shall not be liable for damage occurring in connection with a Space Shuttle launch, flight or descent.

ARTICLE 12

DISPUTES

The resolution of any dispute as to the implementation of the cooperative programme will be the responsibility of the agencies referred to in Article 3 of this Agreement. Only a dispute which, in the view of the Government of the United States of America or the European Partners, seriously and substantially prejudices the execution of the cooperative programme may be referred for resolution to a representative of the Government of the United States of America and to a representative of the European Partners. If these representatives are unable to resolve the dispute, it may be submitted for such arbitration as may be agreed.

ARTICLE 13

AMENDMENTS

The present Agreement may, on the initiative of the Government of the United States of America or of the European Partners, be amended by consent of the Parties. An amendment will enter into force when the Government of the United States of America and the European Partners have notified their approval to the depositary Government.

[1] TIAS 7762; *post*, p. 2389.

ARTICLE 14

ENTRY INTO FORCE AND DEPOSITARY

A. This Agreement shall be signed on August 14, 1973 by the Government of the United States of America and European Partners. The Agreement shall enter into force on this date for the Government of the United States of America and those European Partners which sign not subject to ratification or approval.

B. The Agreement shall remain open for signature for European Partners, not signing on August 14, 1973, for the period from August 15, 1973 to September 24, 1973. The Agreement shall enter into force for a European Partner which signs the Agreement in this period not subject to ratification or approval, on the date of its signature.

C. For those European Partners which sign this Agreement subject to ratification or approval under Paragraph A or Paragraph B above, the Agreement shall have provisional application upon signature. The Agreement shall enter into force for such a European Partner on the date of the deposit of its instrument of ratification or approval with the depositary Government.

D. After September 24, 1973 participation in the cooperative programme may be effected only in accordance with the provisions of Article 15.

E. The Government of the French Republic shall be the depositary Government.

ARTICLE 15

ADHERENCE OF OTHER GOVERNMENTS

A. With the consent of the Parties, and subject to such terms as may be agreed by the Parties, other governments may adhere to the present Agreement as European Partners. However, the consent of the Government of the United States of America is not required for the adherence of a present member Government of ESRO.

B. Adherence of a Government may be deposited after the appropriate Parties under Paragraph A above have notified the depositary Government of their consent and shall become effective on the date of deposit of the instrument of adherence.

ARTICLE 16

DURATION

This Agreement shall remain in force until January 1, 1985, but at least for five years from the date of the first flight of the SL. This Agreement shall be extended for three years unless either the Government of the United States of America or the European Partners give notice of termination prior to January 1, 1985 or prior to the expiration of the five years, whichever is applicable. Thereafter, the Agreement shall be extended for such further periods as the Parties may agree.

ARTICLE 17

REGISTRATION

A. The depositary Government shall notify the signatories and adhering Governments of the signatures, ratifications or approvals and adherences.

B. The present Agreement shall be registered by the depositary Government pursuant to Article 102 of the Charter of the United Nations.[1]

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

DONE in Neuilly-sur-Seine, this fourteenth day of August nineteen hundred and seventy-three,

in the English, French and German languages, each version being equally authentic, in a single original which shall be deposited in the archives of the Government of the French Republic which shall transmit duly certified copies thereof to the Government of the signatory and adhering States.

PREAMBULE,

Le Gouvernement des Etats-Unis d'Amérique

les Gouvernements de la République Fédérale d'Allemagne, du Royaume de Belgique, de l'Espagne, du Royaume du Danemark, de la République française, de la République italienne, du Royaume des Pays-Bas, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, de la Confédération Suisse, parties à l'Arrangement entre certains Etats membres de l'Organisation Européenne de Recherches Spatiales et l'Organisation Européenne de Recherches Spatiales concernant l'exécution du programme Spacelab, ouvert à la signature le premier mars 1973 (lesdits Gouvernements européens et tous autres Gouvernements qui adhèrent au présent Accord étant ci-après dénommés les "Partenaires européens"),

CONSCIENTS du défi que représente l'exploration spatiale et des possibilités qu'elle renferme, et convaincus que la coopération internationale pour la mise au point et l'utilisation de nouveaux mécanismes en vue de l'exploration spatiale renforcera encore les liens d'amitié entre les pays intéressés et, de façon générale, contribuera au maintien de la paix mondiale;

RAPPELANT avec satisfaction l'ampleur considérable de la coopération que les pays intéressés ont déjà pratiquée et pratiquent actuellement dans le domaine spatial;

DESIREUX de prolonger et d'élargir la coopération que ces pays mènent déjà dans le domaine spatial;

CONVAINCUS également qu'une telle coopération procurera des avantages scientifiques, technologiques et économiques dont ils bénéficieront tous en même temps que l'humanité tout entière;

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[1] TS 993; 59 Stat. 1052.

RAPPELANT l'offre faite par le Gouvernement des Etats-Unis d'Amérique à l'Europe de coopérer au programme spatial post-Apollo des Etats-Unis;

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique a formulé une politique en vue de mettre à la disposition d'autres pays une aide pour le lancement de missions spatiales scientifiques et d'applications à des fins pacifiques;

PRENANT ACTE de la décision de la Conférence Spatiale Européenne de participer au programme post-Apollo, décision exprimée dans la Résolution adoptée à Bruxelles le 20 décembre 1972;

CONSIDERANT que les Partenaires européens ont chargé l'Organisation Européenne de Recherches Spatiales (ci-après dénommée le "CERS/ESRO") d'entreprendre, sous forme de projet spécial, le développement d'un laboratoire spatial (ci-après dénommé le "SL");

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique a confié à l'"Administration Nationale de l'Aéronautique et de l'Espace" (ci-après dénommée la "NASA") le développement du programme de navette spatiale;

CONSIDERANT que le concept du SL est essentiel à l'exploitation complète de la capacité de la navette spatiale;

AYANT PRIS ACTE du Mémorandum d'Accord entre la NASA et le CERS/ESRO, établi aux fins de l'exécution d'un programme coopératif concernant le développement, l'acquisition et l'utilisation d'un SL en liaison avec le système de navette spatiale;

SONT CONVENUS DE CE QUI SUIT:

ARTICLE PREMIER

OBJETS ET BUTS

Le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens entreprendront un programme coopératif concernant un système intégré de transport spatial et de véhicules orbitaux afin d'assurer: (1) la conception, le développement, la fabrication et la livraison de la première unité de vol du SL, élément destiné à faire partie intégrante de la navette spatiale; (2) l'utilisation des systèmes de navette spatiale et de SL à des fins pacifiques; (3) la fabrication et l'acquisition de SLs supplémentaires; (4) les échanges et concours voulus pour le développement et l'utilisation des systèmes de navette spatiale et de SL; et (5) la prise en considération, au moment opportun, des possibilités de prolongement et d'élargissement de cette coopération dans la mesure justifiée par leur intérêt commun.

ARTICLE 2

DESCRIPTION GENERALE DU PROGRAMME DE NAVETTE SPATIALE ET DU PROGRAMME SL

A. Le programme de navette spatiale vise essentiellement à la définition, à la conception et au développement d'une navette spatiale qui: servira à mettre sur orbite terrestre des charges utiles complètes;

restera à poste pour des missions dont la durée sera de l'ordre de sept jours ou plus; assurera la surveillance et le contrôle de sécurité des éléments de la charge utile pendant toute la mission; assurera à son équipage la disposition de sièges et une habitabilité complète, ainsi qu'une circulation aisée entre la navette et le SL.

B. Le programme SL vise à la définition, à la conception, au développement et à l'acquisition de modules de laboratoire habitables et de plates-formes non pressurisées (porte-instruments) fixées à la navette, faisant partie intégrante de celle-ci et permettant l'exécution de travaux de recherche et d'application lors des missions de sortie de la navette.

ARTICLE 3

AGENCES DE COOPERATION
ET MISE EN OEUVRE DU PROGRAMME

A. La NASA est désignée comme l'agence de coopération mandatée par le Gouvernement des Etats-Unis d'Amérique pour mettre en oeuvre sa partie du programme coopératif. Le CERS/ESRO, ou l'organisation qui lui succédera, est désigné comme l'agence de coopération mandatée par les Partenaires européens pour mettre en oeuvre leur partie dudit programme.

B. Les dispositions détaillées concernant la mise en oeuvre du programme coopératif sont énoncées dans le Mémorandum d'Accord entre la NASA et le CERS/ESRO, en date du 14 août 1973, et confirmé par le présent Accord. Après la création de l'organisation qui succédera au CERS/ESRO, ledit Mémorandum sera considéré comme ayant été conclu entre la NASA et cette organisation.

ARTICLE 4

OBLIGATIONS DES
PARTENAIRES EUROPEENS

Les Partenaires européens exécuteront leur partie du programme coopératif en s'acquittant notamment des obligations suivantes:

(1) concevoir, développer, fabriquer et livrer un SL et l'équipement connexe conformément à des specifications et à des spécifications et à un calendrier fixés d'un commun accord;

(2) créer en Europe les moyens et l'infrastructure nécessaires pour assurer la possibilité d'acquisition par le Gouvernement des Etats-Unis d'Amérique, à des prix raisonnables, de tous SLs, éléments et pièces de rechange supplémentaires qui seront nécessaires audit Gouvernement;

(3) assurer la disponibilité d'une capacité de soutien technologique qui permette au SL de satisfaire aux desiderata du Gouvernement des Etats-Unis d'Amérique concernant l'exécution des missions; et

(4) prendre les arrangements de circonstance nécessaires pour permettre la production de SLs, d'éléments et de pièces de rechange aux Etats-Unis dans l'éventualité où les Partenaires européens ne parviendraient pas à terminer le premier SL ou à produire les SLs

ultérieurs destinés à être acquis par le Gouvernement des Etats-Unis d'Amérique conformément à des spécifications et des calendriers convenus à des prix raisonnables.

ARTICLE 5

OBLIGATIONS DU GOUVERNEMENT DES ETATS-UNIS D'AMÉRIQUE

Le Gouvernement des Etats-Unis d'Amérique exécutera sa partie du programme coopératif en s'acquittant notamment des obligations suivantes: (1) fournir les informations et avis pertinents; (2) sous réserve de sa disponibilité et des lois et réglementations américaines applicables en la matière, fournir l'assistance voulue et prendre des mesures en vue d'assurer l'exportation des technologies, y compris le savoir-faire et les matériels, qui, d'un commun accord, seront reconnues nécessaires à la réalisation et à la fabrication du SL; (3) acquérir des seuls Partenaires européans tous SLs, éléments et pièces de rechange supplémentaires qui auront substantiellement la même conception et les mêmes capacités que le premier SL, qui seront nécessaires au Gouvernement des Etats-Unis d'Amérique, notamment pour les besoins résultant de ses programmes internationaux, et qui seront disponibles conformément à des calendriers convenus et à des prix raisonnables; (4) s'abstenir de procéder au développement séparé et indépendant de tout SL ayant substantiellement la même conception et les mêmes capacités que le premier SL, à moins que les Partenaires européens ne parviennent pas à produire lesdits SLs, éléments et pièces de rechange conformément à des spécifications et calendriers convenus et à des prix raisonnables; (5) utiliser le premier SL développé en Europe en tant que partie intégrante du système de navette spatiale pour l'exploration et l'utilisation pacifique de l'espace extra-atmosphérique; et (6) tenir les Partenaires européens informés de ses plans concernant l'utilisation future du système de navette spatiale et, en particulier, des concepts futurs qui pourraient conduire à des modifications du concept actuel du SL, en vue de prolonger et d'élargir au-delà du cadre du présent Accord la coopération établie par celui-ci.

ARTICLE 6

ACCES A LA TECHNOLOGIE ET A L'INFORMATION

A. Les Partenaires européens auront accès à la technologie, y compris le savoir-faire, dont dispose le Gouvernement des Etats-Unis d'Amérique et qui leur est nécessaire pour mener à bien les tâches qui leur incombent au titre du programme coopératif; aux mêmes fins, le Gouvernement des Etats-Unis d'Amérique aura accès à la technologie, y compris le savoir-faire, dont disposent les Partenaires européens.

B. La technologie, y compris le savoir-faire, que les Parties auront besoin d'obtenir l'une de l'autre pour mener à bien les tâches qui leur incombent au titre du programme coopératif sera définie en commun. Toutefois, le Gouvernement des Etats-Unis d'Amérique et

les Partenaires européens se réservent chacun le droit, dans des cas exceptionnels, de faire en sorte que leur technologie respective ainsi définie soit mise à disposition sous forme de matériels au lieu de savoir-faire.

C. La technologie, y compris le savoir-faire, qui aura ainsi été identifiée et transférée au titre du programme coopératif et qui relève des règles de droit commun en matière de licences et de protection de la propriété industrielle, ne pourra pas être mise à la disposition des bénéficiaires autres que les Partenaires européens, leurs ressortissants et le CERS/ESRO agissant pour leur compte dans le cadre du programme coopératif sans l'approbation expresse préalable du Gouvernement des Etats-Unis d'Amérique. Si les Partenaires européens, leurs ressortissants ou le CERS/ESRO souhaitent utiliser cette technologie, y compris le savoir-faire, à des fins autres que les tâches de développement et de production prévues dans le programme coopératif et autrement qu'en liaison avec l'emploi qu'ils feront de la navette spatiale et du SL, ces utilisations pourront être réglées cas par cas conformément aux pratiques commerciales normales ainsi qu'aux lois et réglementations américaines applicables.

D. Le Gouvernement des Etats-Unis d'Amérique examinera cas par cas les demandes d'accès à la technologie américaine, y compris le savoir-faire, allant au-delà de ce qui est directement nécessaire pour l'exécution du programme SL.

E. Toute technologie, y compris le savoir-faire, transférée par les Partenaires européens au Gouvernement des Etats-Unis d'Amérique ou à ses ressortissants au titre du programme coopératif sera soumise aux mêmes conditions en ce qui concerne sa mise à disposition et son utilisation.

F. L'accès susvisé à la technologie, y compris le savoir-faire, s'effectuera de manière à ne pas porter atteinte aux droits de propriété existants de toute personne ou de tout organisme aux Etats-Unis ou en Europe.

G. Le Gouvernement des Etats-Unis d'Amérique mettra à la disposition des Partenaires européens des informations générales concernant la conception, le développement et l'utilisation du système de navette spatiale et de véhiculies orbitaux, en particulier celles qui sont nécessaires pour la compréhension de ce système.

H. Dans les cas où les informations demandées peuvent être librement communiquées par les agences du Gouvernement des Etats-Unis d'Amérique, leur mise à disposition se fera à titre gratuit; dans les autres cas, le Gouvernement des Etas-Unis d'Amérique s'efforcera au maximum d'en faciliter la communication à des conditions favorables.

I. Le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens, tout en étant convaincus que le SL peut être réalisé dans le cadre des capacités européennes existantes, reconnaissent que certains éléments et certains services seront probablement acquis aux Etat-Unis sur une base commerciale. En conséquence, le Gouverne-

ment des Etats-Unis d'Amérique aura pour principe, en ce qui concerne l'acquisition des éléments et des services liés à la réalisation de la navette qu'il pourra se procurer dans le commerce, de tenir pleinement compte des avantages offerts par l'Europe sur le plan coût, de la qualité ou de la disponibilité.

J. Les dispositions du présent Article s'entendent sous réserve des lois et réglementations applicables.

ARTICLE 7

UTILISATION DE LA NAVETTE SPATIALE ET DU SL

A. Le Gouvernement des Etats-Unis d'Amérique, conformément aux accords et arrangements internationaux, mettra la navette spatiale à la disposition des Partenaires européens et de leurs ressortissants pour leurs missions SL (expériences et applications), sur une base soit de coopération soit de remboursement de frais.

B. En ce qui concerne les missions spatiales des Partenaires européens, le Gouvernement des Etats-Unis d'Amérique mettra lesdits Partenaires en mesure d'accéder aux SLs développés dans le cadre du programme coopératif et de les utiliser pour les expériences ou applications proposées par eux sur une base de remboursement de frais, et ce de préférence à celles des pays tiers, le Gouvernement des Etats-Unis d'Amérique considérant comme équitable, en raison de la participation des Partenaires européens au programme coopératif, de leur assurer la priorité en cas de limitation de la charge utile ou de conflits de calendriers. Les expériences ou applications proposées au titre de la coopération seront choisies en fonction de la valeur de chaque proposition conformément à la politique constante des Etats-Unis, les propositions des Partenaires européens bénéficiant d'une priorité sur celles des pays tiers à condition que leur valeur soit au moins égale à celle des propositions desdits pays. Les Partenaires européens auront la possibilité d'exprimer leurs vues en ce qui concerne le jugement porté sur la valeur de leurs propositions faites au titre de la coopération.

C. L'utilisation commerciale des navettes spatiales et des SLs aura lieu sur une base non discriminatoire. L'établissement par le Gouvernement des Etats-Unis d'Amérique ou par les Partenaires européens de normes et conditions relatives à l'utilisation commerciale des exemplaires du SL donnera lieu à des échanges de vues préalables portant sur ces normes et conditions et visant à harmoniser au maximum les politiques respectives. Si, dans des cas exceptionnels, cet échange de vues se révélait impossible, il devrait avoir lieu par la suite à la première occasion.

D. Pour s'assurer l'intégralité de l'exploitation et de la gestion du système de navette spatiale, le Gouvernement des Etats-Unis d'Amérique aura la pleine et entière disposition du premier exemplaire du SL après sa livraison audit Gouvernement, y compris le droit d'en fixer définitivement l'utilisation à des fins pacifiques. Le Gouvernement des Etats-Unis d'Amérique pourra apporter au premier exemplaire

du SL toutes les modifications qu'il souhaitera. Toutefois, si les modifications envisagées sont importantes, les Partenaires européens devront en être informés d'avance pour qu'ils aient la possibilité d'exprimer leurs vues et de fournir les prestations relatives à ces modifications.

E. En ce qui concerne le premier vol du premier exemplaire du SL, il appartiendra au Gouvernement des Etats-Unis d'Amérique de fixer les objectifs des essais du système. Pour ce qui est des expériences, les objectifs de ce premier vol seront déterminés en commun sur une base de coopération. Ensuite, les Partenaires européens et le CERS/ESRO seront encouragés à utiliser en coopération ce premier exemplaire du SL pendant toute sa vie utile, l'utilisation sur la base du remboursement de frais n'étant cependant pas exclue. Par ailleurs, le Gouvernement des Etats-Unis d'Amérique utilisera le premier exemplaire du SL sans restriction et gratuitement.

F. Le Gouvernement des Etats-Unis d'Amérique offrira aux ressortissants des Partenaires européens des possibilités de participer aux équipages navigants du SL en liaison avec leurs missions spatiales comportant l'utilisation d'un SL. Il est envisagé de faire figurer un Européen parmi les membres de l'équipage navigant du premier vol opérationel du SL.

G. Les résultats des expériences de la NASA et du CERS/ESRO qui auront été effectuées au cours des missions du SL exécutées sur une base de coopération seront mises gratuitement à la disposition des Parties au présent Accord, sous réserve de tous droits de propriété et des priorités habituellement accordées aux différents expérimentateurs pour l'exploitation et la publication anticipées des données obtenues.

H. Les démarches concernant l'utilisation de navettes spatiales ou de SLs par des ressortissants européens peuvent être accomplies par l'intermédiaire du CERS/ESRO ou par le Partenaire européen compétent.

Article 8

FINANCEMENT

A. Le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens supporteront les frais de leur participation respective au programme coopératif visé dans le présent Accord.

B. Ni le Gouvernement des Etats-Unis d'Amérique ni les Partenaires européens ne chercheront à rentrer dans les dépenses publiques de recherche et de développement exposées pour la réalisation des éléments acquis de l'autre partie dans le cadre du programme coopératif.

C. En ce qui concerne les conditions financières relatives aux services de lancement remboursables fournis par des bases de lancement américaines, les prix demandés aux Partenaires européens, à leurs ressortissants et au CERS/ESRO seront calculés sur la même base que ceux demandés aux utilisateurs privés américains de caractère comparable.

D. Les obligations du Gouvernement des Etats-Unis d'Amérique at celles des Partenaires européens s'entendent sous réserve de leurs procédures de financement respectives.

ARTICLE 9

CONSULTATIONS ET ETABLISSEMENT DES PLANS

A. Les Parties conviennent de se consulter en vue de faciliter la poursuite et l'élargissement de la coopération dans le domaine de l'utilisation de l'espace extra-atmosphérique.

B. Pour donner aux Partenaires européens de meilleurs possibilités de déterminer et d'exprimer l'intérêt que présente pour eux la préparation et l'utilisation du système de navette spatiale, et en particulier du SL, le Gouvernement des Etats-Unis d'Amérique associera des représentants des Partenaires européens, en les consultant et en les invitant comme observateurs, à la préparation de la définition des missions aux fins d'utilisation du système ainsi qu'à la préparation et à la gestion du développement général du système.

C. Le Gouvernement des Etats-Unis d'Amérique consultera les Partenaires européens sur les mesures appropriées qui devront être prises en cas d'arrêt du programme de navette spatiale et, conformément à la politique américaine et aux objectifs définis dans les Articles 7 et 8, il mettra à la disposition des Partenaires européens ou du CERS/ESRO d'autres lanceurs existants pour l'exécution des missions que les Partenaires européens étudient en vue des vols du SL.

ARTICLE 10

CIRCULATION DES PERSONNES ET DES MATERIELS

A. Le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens faciliteront l'entrée et la sortie de leurs territoires pour les personnes et les matériels nécessaires à la réalisation du programme coopératif prévu dans le présent Accord.

B. Le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens s'efforceront d'admettre en franchise de droits de douane et autres taxes les matériels qui sont propriété gouvernementale.

C. Le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens s'efforceront d'accorder pour les matériels qui ne sont pas propriété gouvernementale: (1) l'entrée en franchise de droits de douane et autres taxes; et (2) à l'achat, l'exonération des taxes nationales et autres.

ARTICLE 11

RESPONSABILITE

A. Le Gouvernement des Etats-Unis d'Amérique assume la pleine responsabilité des dommages causés à ses ressortissants et à ses biens du fait de l'application du présent Accord. Les Partenaires européens assument la pleine responsabilité des dommages causés à leurs ressortissants, à leurs biens et, à travers le CERS/ESRO,

aux agents et aux biens de cette Organisation du fait de l'application du présent Accord.

B. En cas de dommages subis à la suite du lancement, du vol ou de la descente de la navette porteuse du SL par des ressortissants de pays qui ne sont pas parties au présent Accord, dommages mettant en jeu la responsabilité commune du Gouvernement des Etats-Unis d'Amérique et des Partenaires européens en vertu des principes du droit international ou de la Convention sur la responsabilité internationale pour dommages causés par des objets spatiaux, le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens conviennent de se consulter promptement en vue d'un partage équitable des réparations demandées. Si un accord n'intervient pas dans un délai de 180 jours, le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens feront diligence pour que le partage de ces réparations soit réglé sans retard par voie d'arbitrage, conformément au modèle de règles sur la procédure arbitrale élaboré en 1958 par la Commission de Droit International.

C. Si des dommages résultant de l'application du présent Accord et non couverts par les dispositions du paragraphe B ci-dessus sont causés à des ressortissants de pays qui ne sont pas parties audit Accord, la responsabilité de ces dommages sera assumée par le Gouvernement des Etats-Unis d'Amérique et/ou les Partenaires européens, selon la ou les parties auxquelles elle incombera en vertu de la législation applicable.

D. En ce qui concerne le premier SL à fournir par les Partenaires européens, le Gouvernement des Etats-Unis d'Amérique, nonobstant les dispositions du paragraphe A ci-dessus, assumera la responsabilité des dommages causés à ce premier SL après sa réception par ledit Gouvernement, mais il ne sera pas responsable des dommages survenant à l'occasion du lancement, du vol ou de la descente d'une navette spatiale.

Article 12
DIFFERENDS

Le règlement de tout différend relatif à la mise en oeuvre du programme coopératif est de la compétence des agences visées à l'Article 3 du présent Accord. Un différent ne peut être soumis pour règlement à un représentant du Gouvernement des Etats-Unis Amérique et à un représentant des Partenaires européens que si, de l'avis du Gouvernement des Etats-Unis d'Amérique ou des Partenaires européens, il compromet gravement et substantiellement l'exécution du programme coopératif. Si ces représentants ne parviennent pas à régler le différend, celui-ci pourra être soumis à un arbitrage dont la forme sera fixée d'un commun accord.

Article 13
AMENDEMENTS

Le présent Accord peut, à l'initiative du Gouvernement des Etats-Unis d'Amérique ou des Partenaires européens, être amendé d'un

commun accord. Un amendement entre en vigueur lorsque le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens ont notifié leur acceptation au Gouvernement dépositaire.

ARTICLE 14

ENTREE EN VIGUEUR ET DEPOSITAIRE

A. Le présent Accord sera signé le 14 août 1973 par le Gouvernement des Etats-Unis d'Amérique et les Partenaires européens. Il entrera en vigueur à cette date pour le Gouvernement des Etats-Unis d'Amérique et pour ceux des Partenaires européens qui le signeront sans réserve de ratification ou d'approbation.

B. Pour les Partenaires européens qui ne l'auront pas signé le 14 août 1973, le présent Accord restera ouvert à la signature pendant la période du 15 août 1973 au 24 septembre 1973. Il entrera en vigueur, pour les Partenaires européens qui le signeront pendant cette période sans réserve de ratification ou d'approbation, à la date de sa signature.

C. Pour les Partenaires européens qui signeront le présent Accord sous réserve de ratification ou d'approbation et conformément aux dispositions du paragraphe A ou du paragraphe B ci-dessus, l'Accord entrera provisoirement an application à la date de la signature. Il entrera en vigueur pour ces Partenaires européens à la date du dépôt de leur instrument de ratification ou d'approbation auprès du Gouvernement dépositaire.

D. Après le 24 septembre 1973, toute nouvelle participation au programme coopératif sera régie par les dispositions de l'Article 15.

E. Le Gouvernement dépositaire sera le Gouvernement de la République française.

ARTICLE 15

ADHESION D'AUTRES GOUVERNEMENTS

A. Avec l'assentiment des Parties, et sous réserve des conditions qui pourront être fixées par elles d'un commun accord, d'autres Gouvernements pourront adhérer au présent Accord à titre de Partenaires européens. Toutefois, l'assentiment du Gouvernement des Etats-Unis d'Amérique n'est pas nécessaire pour l'adhésion d'un Gouvernement actuellement membre du CERS/ESRO.

B. Un Gouvernement peut déposer son instrument d'adhésion après que les Parties visées au paragraphe A ci-dessus ont notifié leur assentiment au Gouvernement dépositaire, et l'adhésion prend effet à la data du dépôt dudit instrument.

ARTICLE 16

DUREE

Le présent Accord restera en vigueur jusqu'au 1er janvier 1985 et pendant cinq ans au moins à compter de la date du premier vol du SL. Il pourra être reconduit pour trois ans, à moins que le Gouvernement des Etats-Unis d'Amérique ou les Partenaires européens ne

notifient leur intention d'y mettre fin avant le 1er janvier 1985 ou avant l'expiration des cinq ans, selon le cas. Par la suite, il pourra être reconduit par périodes successives fixées d'un commun accord entre les Parties.

ARTICLE 17

ENREGISTREMENT

A. Le Gouvernement dépositaire notifiera aux signataires et aux Gouvernements adhérents, les signatures, ratifications ou approbations et adhésions.

B. Le présent Accord sera enregistré par le Gouvernement dépositaire conformément aux dispositions de l'Article 102 de la Charte des Nations Unies.

EN FOI DE QUOI LES représentants soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT à Neuilly-sur-Seine, le quatorze août mil neuf cent soixante treize,

dans les langues allemande, anglaise et française, chaque version faisant également foi, en un seul original qui sera déposé dans les archives du Gouvernement de la République française, lequel en délivrera des copies certifiées conformes aux Gouvernements des Etats signataires et adhérents.

PRÄAMBEL

Die Regierung der Vereinigten Staaten von Amerika

die Regierungen der Bundesrepublik Deutshland, des Königreichs Belgien, Spaniens, des Königreichs Dänemark, der Französischen Republik, der Italienischen Republik, des Königreichs der Niederlande, des Vereinigten Königreichs Grossbritannien und Nordirland und der Schweizerischen Eidgenossenschaft, Vertragsparteien der am 1. März 1973 zur Uterzeichnung aufgelegten Vereinbarung zwischen bestimmten Mitgliedstaaten der Europäischen Weltraumforschungs-Organisation und der Europäischen Weltraumforschungs-Organisation über die Durchführung des Spacelab-Programms (die ganannten europäischen Regierungen sowie alle weiteren, diesem Übereinkommen beitretenden Regierungen werden im folgenden als "Europäische Partner" bezeichnet) –

IN DEM BEWUSSTSEIN der Herausforderung der mit der Erforschung des Weltraums verbundenen Aufgabe und Nutzungsmöglichkeiten und in der Überzeugung, dass die internationale Zusammenarbeit bei der Entwicklung und Nutzung neuer Einrichtungen zur Erforschung des Weltraums die freundschaftlichen Beziehungen zwischen den beteiligten Staaten weiter festigen und allegemein zum Weltfrieden beitragen wird;

IM BEFRIEDIGENDEN BEWUSSTSEIN des beträchtlichen Umgangs der zwischen den beteiligten Staaten in der Weltraumforschung bereits verwirklichten und gegenwärtig unternommenen Zusammenarbeit;

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IN DEM WUNSCHE, die in der Weltraumforschung zwischen den beteiligten Staaten bereits verwirklichte Zusammenarbeit weiterzuführen und auszudenhen;

IN DER ÜBERZEUGUNG ferner, dass eine solche Zusammenarbeit zu ihrer aller wie zum Nutzen der ganzen Menschheit zu wissenschaftlichen, technologischen und wirtschaftlichen Vorteilen führen wird;

EINGEDENK des Angebots der Regierung der Vereinigten Staaten von Amerika an Europa, am Apollo-Nachfolgeprogramm der Vereinigten Staten mitzuwirken;

IN DER ERWÄGUNG, dass die Regierung der Vereinigten Staaten von Amerika Grundsätze aufgestellt hat, um anderen Staaten Starthilfe für Weltraummissionen zu wissenschaftlich und der friedlichen Anwendung dienenden Zwecken zur Verfügung zu stellen;

ANGESICHTS des Beschlusses der Europäischen Weltraumkonferenz sich am Apollo-Nachfolgeprogramm zu beteiligen, wie er in der am 20. Dezember 1972 in Brüssel angenommenen Entschliessung zum Ausdruck kommt;

IN ANBETRACHT DESSEN, dass die Europäischen Partner die Europäische Weltraumforschungs-Organisation (im folgenden als "ESRO" bezeichnet) beauftragt haben, als ein besonderes Vorhaben die Entwicklung eines Weltraumlaboratoriums (Space Laboratory) (im folgenden als "SL" bezeichnet) in Angriff zu nehmen;

IN ANBETRACHT DESSEN, dass die Regierung der Vereinigten Staaten von Amerika die National Aeronautics and Space Administration (im folgenden als "NASA" bezeichnet) mit der Entwicklung eines Raumtransporters beauftragt hat;

IN DER ERWÄGUNG, dass die SL-Planung für eine volle Nutzung der Möglichkeiten des Raumtransporters wesentlich ist;

NACH KENNTNISNAHME der Abmachung zwischen NASA und ESRO, die zur Durchführung eines Programms der Zusammenarbeit bei der Entwicklung, Beschaffung und Nutzung eines SL in Verbindung mit dem Raumtransportersystem ausgearbeitet wurde–

SIND WIE FOLGT ÜBEREINGEKOMMEN:

ARTIKEL 1

ZWECK UND ZIELE

Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner nehmen ein Programm der Zusammenarbeit in Angriff, das ein integriertes Raumtransport- und Orbitalsystem betrifft und in dessen Rahmen vorgesehen sind: 1. Entwurf, Entwicklung, Herstellung und Lieferung der ersten Flugeinheit des SL als ein in den Raumtransporter zu integrierender Teil; 2. Nutzung des Raumtransporter- und des SL-systems zu friedlichen Zwecken; 3. Herstellung und Beschaffung zusätzlicher SL; 4. zweckdienlicher Austausch und Wechselwirkung bei der Entwicklung und Nutzung des Raumtransporter- und des SL-Systems; 5. Erwä-

gung der rechtzeitigen Weiterführung und Ausdehnung dieser Zusammenarbeit nach Massgabe der gemeinsamen Interessen.

ARTIKEL 2

ALLGEMEINE BESCHREIBUNG DES RAUMTRANSPORTER- UND DES SL-PROGRAMMS

A. Das Programm für einen Raumtransporter betrifft im wesentlichen die Definition, den Entwurf und die Entwicklung eines Raumtransporters, der folgenden Zwecken dient: Beförderung von Nutzlasten in eine Erdumlaufbahn; Beibehaltung einer Erdumlaufbahn bei Einsätzen von einer Dauer von sieben oder mehr Tagen; Sicherheitsüberwachung und Kontrolle der Bestandteile der Nutzlast während der gesamten Dauer eines Einsatzes; Schaffung von Sitz- und vollständigen Wohnmöglichkeiten für die Mannschaft einschliesslich einer ungehinderten Bewegungsmöglichkeit zwischen dem Raumtransporter und dem SL.

B. Das SL-Programm betrifft die Definition, den Entwurf, die Entwicklung und die Beschaffung bemannbarer Labormodule sowie nicht druckregulierter Instrumentenplattformen (Paletten), die mit dem Raumtransporter verbunden und in ihn integriert werden und die sich zur Durchführung von Forschungs- und Anwendungsaufgaben im Rahmen der Einsätze des Raumtransporters eignen.

ARTIKEL 3

ZUSAMMENARBEITENDE STELLEN UND DURCHFÜHRUNG DES PROGRAMMS

A. Die Regierung der Vereinigten Staaten von Amerika benennt die NASA als die Stelle für die Zusammenarbeit, der die Durchführung ihres Teils des Programms der Zusammenarbeit obliegt. Die Europäischen Partner benennen die ESRO oder ihre Nachfolgeorganisation als die Stelle für die Zusammenarbeit, der die Durchführung ihres Teils des Programms der Zusammenarbeit obliegt.

B. Die Einzelheiten der Durchführung dieses Programms der Zusammenarbeit sind in der Abmachung mit Datum vom 14. August 1973 zwischen der NASA und der ESRO enthalten, die hiermit bestätigt wird. Nach Gründung einer Nachfolgeorganisation der ESRO gilt die Abmachung als zwischen der NASA und der Nachfolgeorganisation geschlossen.

ARTIKEL 4

VERPFLICHTUNGEN DER EUROPÄISCHEN PARTNER

Die Europäischen Partner erffüllen ihren Teil des Programms der Zusammenarbeit, indem sie unter anderen den folgenden Verpflichtungen nachkommen:

(1) nach Massgabe vereinbarter Spezifikationen und Zeitpläne ein SL und die dazugehörige Ausrüstung zu entwerfen, zu entwickeln, herzustellen und zu leifern;

(2) in Europa die Mittel und die Infrastruktur zu schaffen, die erforderlich sind, um der Regierung der Vereinigten Staaten von Amerika die Möglichkeit zu sichern, zu angemessenen Preisen die von ihr benötigten zusätzlichen derartigen SL, Einzelteile und Ersatzteile zu beschaffen;

(3) die Verfügbarkeit unterstützender technischer Kapazität für das SL sicherzustellen, damit die Einsatzerfordernisse der Regierung der Vereinigten Staaten von Amerika erfüllt werden können; und

(4) die erforderlichen Vorkehrungen zu treffen, um die Herstellung von SL, Einzelteilen und Ersatzteilen in den Vereinigten Staaten für den Fall zu ermöglichen, dass es den Europäischen Partnern nicht gelingt, das erste SL fertigzustellen, oder weitere SL herzustellen, die dazu bestimmt sind, von der Regierung der Vereinigten Staaten von Amerika nach Massgabe vereinbarter Spezifikationen und Fristen zu angemessenen Preisen erworben zu werden.

Artikel 5

VERPFLICHTUNGEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA

Die Regierung der Vereinigten Staaten von Amerika erfüllt ihren Teil des Programms der Zusammenarbeit, indem sie unter anderen den folgenden Verpflichtungen nachkommt: (1) einschlägige Informationen zu liefern und Beratung zu gewähren; (2) vorbehaltlich der Verfügbarkeit und der einschlägigen Rechtsvorschriften der Vereinigten Staaten diejenige Unterstützung zu gewähren und für die Ausfuhr derjenigen Technologie, einschliesslich Know-how und Hardware, Sorge zu tragen, die vereinbarungsgemäss für die Entwicklung und Herstellung des SL erforderlich ist; (3) nur von den Europäischen Partnern alle zusätzlichen, in Entwurf und Leistungsvermögen dem ersten SL im wesentlichen entsprechenden SL, Einzelteile und Ersatzteile zu beschaffen, welche die Regierung der Vereinigten Staaten von Amerika benötigt—wobei auch die sich aus ihren internationalen Programmen ergebenden Erfordernisse zu berücksichtigen sind—und die nach Massgabe vereinbarter Fristen und zu angemessenen Preisen verfügbar sind; (4) sich der selbständigen und unabhängigen Entwicklung eines in Entwurf und Leistungsvermögens im wesentlichen dem ersten SL entsprechenden SL zu enthalten, es sei denn, dass die Europäischen Partner es unterlassen, derartige SL, Einzelteile und Ersatzteile nach Massgabe vereinbarter Spezifikationen und Fristen zu angemessenen Preisen herzustellen; (5) das erste in Europa entwickelte SL als integrierter Bestandteil des Raumtransportersystems zur friedlichen Erforschung und Nutzung des Weltraums einzusetzen; (6) die Europäischen Partner laufend über ihre Pläne zur künftigen Verwendung des Raumtransportersystems und insbesondere über künftige Vorstellungen, die zu Änderungen des gegenwärtigen SL-Konzepts führen könnten, im Hinblick auf die Weiterführung und Ausdehnung der Zusammenarbeit über den Rahmen dieses Übereinkommens hinaus zu unterrichten.

ARTIKEL 6

ZUGANG ZU TECHNOLOGIE UND INFORMATIONEN

A. Die Europäischen Partner haben Zugang zu der der Regierung der Vereinigten Staaten von Amerika zur Verfügung stehenden Technologie einschliesslich Know-how, die sie zur erfolgreichen Erfüllung ihrer Aufgaben im Rahmen des Programms der Zusammenarbeit benötigen; zu denselben Zwecken hat die Regierung der Vereinigten Staaten von Amerika Zugang zu der Technologie, einschliesslich Know-how, die den Europäischen Partnern zur Verfügung steht.

B. Die Technologie, einschliesslich Know-how, die die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner zur erfolgreichen Erfüllung von Aufgaben im Rahmen des Programms der Zusammenarbeit voneinander benötigen, wird gemeinsam festgelegt. Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner behalten sich jedoch jeder das Recht vor, ihre in dieser Weise festgelegte Technologie in Ausnahmefällen statt in Know-how in Form von Hardware zur Verfügung zu stellen.

C. Die in dieser Weise festgelegte, im Rahmen des Programms der Zusammenarbeit weitergegebene Technologie, einschliesslich Know-how, die in der Regel den Vorschriften über Lizenzen und des Schutzrechtes unterliegt, darf nur mit ausdrücklicher vorheriger Zustimmung der Regierung der Vereinigten Staaten von Amerika über den Kreis der Europäischen Partner, ihrer Staatsangehörigen und der in ihrem Namen im Rahmen des SL-Programms handelnden ESRO hinaus verfügbar gemacht werden. Beabsichtigen die Europäischen Partner, ihre Staatsangehörigen oder die ESRO diese Technologie, einschliesslich Know-how, zu anderen Zwecken als für Entwicklungs- und Herstellungsaufgaben im Rahmen des Programms der Zusammenarbeit und nicht im Zusammenhang mit ihrer Verwendung des Raumtransporters und des SL zu nutzen, so können solche Nutzungen von Fall zu Fall nach Massgabe üblicher kommerzieller Gepflogenheiten und der eingschlägigen Rechtsvorschriften der Vereinigten Staaten vorgesehen werden.

D. Die Regierung der Vereinigten Staaten von Amerika berücksichtigt von Fall zu Fall Ersuchen um Zugang zu amerikanischer Technologie, einschliesslich Know-how die über das für die Durchführung des SL-Programms erforderliche Mass hinausgehen.

E. Jede Technologie, einschliesslich Know-how, welche die Europäischen Partner im Rahmen des Programms der Zusammenarbeit an die Regierung der Vereinigten Staaten von Amerika oder ihre Staatsangehörigen weitergeben, unterliegt den entsprechenden Bedingungen hinsichtlich der Verfügbarkeit und Nutzung.

F. Der oben bezeichnete Zugang zur Technologie, einschliesslich Know-how, erfolgt so, dass bestehende Urheberrechte von Personen oder Stellen in den Vereinigten Staaten oder in Europa nicht verletzt werden.

G. Die Regierung der Vereinigten Staaten von Amerika stellt den Europäischen Partnern allgemeine Informationen über Entwurf,

Entwicklung und Verwendung des Raumtransporters und des Orbitalsystems, insbesondere die zum Verständnis dieses Systems erforderlichen Informationen zur Verfügung.

H. In Fällen, in denen die erbetenen Informationen ohne weiteres van Behörden der Regierung der Vereinigten Staaten von Amerika zur Verfügung gestellt werden können, geschieht dies kostenlos; in allen anderen Fällen wird sich die Regierung der Vereinigten Staaten von Amerika nachdrücklich dafür einsetzen, dass die Informationen zu günstigen Bedingungen zur Verfügung gestellt werden.

I. Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner sind zwar überzeugt, dass das SL im Rahmen der bestehenden europäischen Kapazitäten entwickelt werden kann, erkennen aber an, dass bestimmte Einzelteile und Dienstleistungen wahrscheinlich in den Vereinigten Staaten auf kommerzieller Grundlage erworben werden. In Anbetracht dessen lässt sich die Regierung der Vereinigten Staaten von Amerika bie der Beschaffung kommerziell verfügbarer Einzelteile und Dienstliestungen im Zusammenhang mit der Entwicklung des Raumtransporters von dem Grundsatz leiten, in Europa gebotene Vorteile hinsichtlich Kosten, Qualität und Verfügbarkeit in vollem Umfang zu berücksichtigen.

J. Die Bestimmungen dieses Artikels unterliegen dem Vorbehalt der einschlägigen Richtsvorschriften.

ARTIKEL 7

BENUTZUNG DES RAUMTRANSPORTERS UND DES SL

A. Die Regierung der Vereinigten Staaten von Amerika stellt den Raumtransporter, soweit dies mit internationalen Übereinkommen und Vereinbarungen vereinbar ist, für SL-Einsätze (Versuche und Nutzanwendungen) der Europäischen Partner und deren Staatsangehörigen entweder auf kooperativer Grundlage oder gegen Kostenerstattung zur Verfügung.

B. Die Regierung der Vereinigten Staaten von Amerika gewährt den Europäischen Partnern Zugang zu den im Rahmen des Programms der Zusammenarbeit entwickelten SL, für deren Weltraummissionen für Versuche oder Nutzanwendungen, die sie auf der Grundlage der Kostenerstattung vorschlagen; dabei räumt sie ihnen Vorrang vor dritten Staaten ein, in Erwägung, dass dies in Anerkennung der Beteiligung der Europäischen Partner an dem Programm der Zusammenarbeit im Falle von Nutzlastbeschränkungen oder miteinander unvereinbaren Zeitplänen der Billigkeit entspricht. Auf der Grundlage der Kooperation vorgeschlagene Versuche oder Nutzanwendungen werden nach dem Wert jedes einzelnen Vorschlages im Einklang mit der ständigen amerikanischen Politik ausgewählt; derartigen Vorschlägen der Europäischen Partner wird der Vorzug vor Vorschlägen dritter Staaten gegeben, sofern der Wert der Vorschläge der Europäischen Partner dem der Vorschläge dritter Staaten zumindest gleichkommt. Den Europäischen Partnern wird Gelegenheit gegeben, ihre Auffassung hinsichtlich der Beurteilung des Wertes ihrer Kooperationsvorschläge darzutun.

C. Die kommerzielle Benutzung der Raumtransporter und der SL erfolgt auf der Grundlage der Nichtdiskriminierung. Die Aufstellung von Normen und Bedingungen durch die Regierung der Vereinigten Staaten von Amerika oder die Europäischen Partner bezüglich der kommerziellen Verwendung von SL-Einheiten ist Gegenstand eines vorherigen Meinungsaustausches über diese Normen und Bedingungen mit dem Ziel der grösstmöglichen Harmonisierung der jeweiligen Zielsetzungen. Sollte sich dieses Verfahren under aussergewöhnlichen Umständen als night möglich erweisen, so findet dieser Meinungsaustausch so bald wie möglich danach statt.

D. Um die Einheit von Betrieb und Verwaltung des Raumtransportersystems durch die Refierung der Vereinigten Staaten von Amerika zu gewährleisten, steht dieser die volle Kontrolle über die erste SL-Einheit nach deren Lieferung an die Regierung der Vereinigten Staaten von Amerika einschliesslich des Rechtes zu, über deren Verwendung zy friedlichen Zwecken endgültig zu entscheiden. Die Regierung der Vereinigten Staaten von Amerika kann an der ersten SL-Einheit jede von ihr gewünschte Änderung vornehmen. Sind jedoch grössere Änderungen beabsichtigt, so werden die Europäischen Partner im voraus benachrichtigt, un ihnen Gelegenheit zur Stellungnahme und zur Lieferung von Änderungsbausätzen zu geben.

E. Für den ersten Flug der ersten SL-Einheit obliegt es der Regierung der Vereinigten Staaten von Amerika, die Systemtestziele festzulegen. Die experimentellen Ziele des ersten Flugs werden gemeinsam auf kooperativer Grundlage geplant. Danach wird die ersten SL-Einheit durch die Europäischen Partner und die ESRO während der gesamten Dauer der Verwendbarkeit der SL-Einheit gefördert, wobei die Benutzung auf der Grundlage der Kostenerstattung jedoch nicht ausgeschlossen wird. Im übrigen steht der Regierung der Vereinigten Staaten von Amerika die uneingeschränkte, kostenfreie Benutzung der ersten SL-Einheit zu.

F. Die Regierung der Vereinigten Staaten von Amerika eröffnet die Möglichkeit, Staatsangehörige der Europäischen Partner im Zusammenhang mit deren Weltraumeinsätzen, bei dene ein SL verwendet wird, als Flugmannschaften einzusetzen. Die Teilnahme eines Europäers als Mitglied der Flugmannschaft des ersten SL-Fluges wird erwogen.

G. Die Ergebnisse der NASA- und ESRO-Versuche bei kooperativen SL-Einsätzen werden den Vertragsparteien dieses Übereinkommens frei zugänglich gemacht; dies gilt unter dem Vorbehalt aller Schutzrechte und der Prioritäten, die einzelnen Forschern Üblicherweise zur vorherigen Auswertung und Veröffentlichung der gewonnenen Daten eingeräumt werden.

H. Die Benutzung von Raumtransportern und SL durch europäische Staatsangehörige kann über die ESRO oder von dem zuständigen Europäischen Partner in die Wege geleitet werden.

ARTIKEL 8

KOSTEN

A. Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner tragen gesondert die jeweiligen Kosten ihrer Beteiligung an dem Programm der Zusammenarbeit nach diesem Überinkommen.

B. Weder die Regierung der Vereinigten Staaten von Amerika noch die Europäischen Partner werden versuchen, staatliche Forschungs- und Entwicklungskosten wieder einzubringen, die bie der Entwicklung von Teilen entstanden sind, die im Zusammenhang mit dem Programim der Zusammenarbeit von der anderen Seite erworben wurden.

C. Rinsichtlich der finanziellen Bedingungen für erstattungspflichtige Startleistungen an amerikanischen Startanlagen gilt, dass die Abgaben der Europäischen Partner, ihrer Staatsangehörigen und der ESRO auf der gleichen Grundlage wie bei vergleichbaren nichtstaatlichen amerikanischen Benutzern im Inland erhoben werden.

D. Die Verpflichtungen der Regierung der Vereinigten Staaten von Amerika und der Europäischen Partner gelten vorbehaltlich ihrer Finanzierungsverfahren.

ARTIKEL 9

KONSULTATION UND PLANUNG

A. Die Vertragsparteien vereinbaren, einander im Hinblick auf die Förderung einer weiterführenden und wachsenden Zusammenarbeit bei der Nutzung des Weltraums zu konsultieren.

B. Um den Europäischen Partnern bessere Möglichkeiten zur Bestimmung und Darlegung ihrer Interessen bei der Planung und Verwendung des Raumtransportersystems, insbesondere des SL, zu bieten, wird die Regierung der Vereinigten Staaten von Amerika Vertreter der Europäischen Partner durch Konsultierung und Einladung als Beobachter an der Planung der Definition von Einsätzen zur Verwendung des Systems sowie an der Planung und Leitung der Gesamtentwicklung des Systems beteiligen.

C. Die Regierung der Vereinigten Staaten von Amerika konsultiert die Europäischen Partner wegen geeigneter Massnahmen, die im Falle einer Einstellung des Raumtransporterprogramms zu ergreifen sind; sie stellt im Einklang mit der Politik der Vereinigten Staaten und den Zielen der Artikel 7 und 8 den Europäischen Partnern oder der ESRO vorhandene andere Trägerraketen für Einsätze der Europäischen Partner, die für SL-Flüge vorbereitet werden, zur Verfügung.

ARTIKEL 10

REISEN VON PERSONEN UND BEFÖRDERUNG VON MATERIAL

A. Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner erleichtern die Reisemöglichkeiten für Personen und die Beförderung von Material im Zusammenhang mit dem Pro-

gramm der Zusammenarbeit nach diesem Übereinkommen in ihre Hoheitsgebiete und aus ihren Hoheitsgebieten.

B. Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner sind bestrebt, für das in staatlichem Eigentum stehende Material Freiheit von Zöllen und sonstigen Abgaben bei der Einfuhr zu gewähren.

C. Die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner sind bestrebt, für das nicht in staatlichem Eigentum stehende Material folgende Erleichterungen zu gewähren: (1) Freiheit von Zöllen und sonstigen Abgzben bei der Einfuhr; (2) Freiheit von staatlichen und sonstigen Steuern beim Erwerb.

ARTIKEL 11

HAFTUNG

A. Die Regierung der Vereinigten Staaten von Amerika haftet in vollem Umfange für Schäden, die ihren Staatsangehörigen und ihrem Verwaltungsvermögen bei der Durchführung dieses Übereinkommens entstehen. Die Europäischen Partner haften in vollem Umfange für Schäden, die ihren Staatsangehörigen, ihrem Verwaltungsvermögen und—durch die ESRO—den Bediensteten der ESRO und dem ESRO-Vermögen bei der Durchführung dieses Übereinkommens entstehen.

B. In dem Fall, dass aus Start, Flug oder Landung eines des SL tragenden Raumtransporters für Staatsangehörige von Staaten, die nicht Vertragsparteien dieses Übereinkommens sind, ein Schaden entsteht, für den die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner nach den Grundsätzen des Völkerrechts oder nach dem Übereinkommen über die völkerrechtliche Haftung für Schäden durch Weltraumgegenstände gesamtschuldnerisch haften, vereinbaren die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner, einander wegen einer der Billigkeit entsprechenden Aufteilung des geforderten Schadenersatzes sogleich zu konsultieren. Kommt binnen 180 Tagen keine Einigung zustande, so tragen die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner sogleich dafür Sorge, eine rasche schiedsrichterliche Entscheidung über die Aufteilung derartiger Forderungen nach den 1958 von der Völkerrechtskommission ausgearbeiteten Musterregeln über ein Schiedsverfahren herbeizuführen.

C. In dem Falle, dass ein Schaden für Staatsangehörige von Staaten, die nicht Vertragsparteien dieses Übereinkommens sind, aus dessen Durchführung entsteht, der nicht unter den Buchstaben B fällt, haften die Regierung der Vereinigten Staaten von Amerika und/oder die Europäischen Partner, je nachdem wo die Haftung dem anwendbaren Recht begründet ist.

D. Ungeachtet der Bestimmungen des Buchstabens A haftet hinsichtlich des ersten, von den Europäischen Partnern zu liefernden SL die Regierung der Vereinigten Staaten von Amerika für Schäden an dem ersten SL nach dessen Abnahme durch diese; ausgenommen sind jedoch Schäden, im Zusammenhang mit dem Start, dem Flug oder der Landung eines Raumtransporters entstehen.

ARTIKEL 12

STREITIGKEITEN

Die Beilegung von Streitigkeiten über die Durchführung des Programms der Zusammenarbeit obliegt den in Artikel 3 bezeichneten Stellen. Nur solche Streitigkeiten, die nach Auffassung der Regierung der Vereinigten Staaten von Amerika oder der Europäischen Partner die Durchführung des Programms der Zusammenarbeit ernsthaft und wesentlich gefährden, können einem Vertreter der Regierung der Vereinigten Staaten von Amerika und einen Vertreter der Europäischen Partner zur Beilegung unterbreitet weden. Sind die genannten Vertreter ausserstande, die Streitigkeiten beizulegen, so können sie aufgrund einer Vereinbarung einer schiedsrichterlichen Entscheidung unterbreitet werden.

ARTIKEL 13

ANDERUNGEN

Dieses Übereinkommen kann auf Veranlassung der Regierung der Vereinigten Staaten von Amerika oder der Europäischen Partner im Einvernehmen der Vertragsparteien geändert werden. Änderungen treten in Kraft, sobald die Regierung der Vereinigten Staaten von Amerika und die Europäischen Partner der Verwahrregierung ihre Zustimmung notifiziert haben.

ARTIKEL 14

INKRAFTTRETEN UND VERWAHRSTELLE

A. Dieses Übereinkommen wird am 14. August 1973 von der Regierung der Vereinigten Staaten von Amerika und den Europäischen Partnern unterzeichnet. Es tritt an diesem Tage für die Regierung der Vereinigten Staaten von Amerika und diejenigen Europäischen Partner in Kraft, die es nicht unter dem Vorbehalt der Ratifikation oder Genehmigung unterzeichnen.

B. Das Übereinkommen liegt für Europäische Partner, die es nicht am 14. August 1973 unterzeichnen, vom 15. August bis 24. September 1973 zur Unterzeichnung auf. Das Übereinkommen tritt für einen Europäischen Partner, der es innerhalb des gennanten Zeitraums ohne den Vorbehalt der Ratifikation oder Genehmigung unterzeichnet, am Tage seiner Unterzeichnung in Kraft.

C. Für diejenigen Europäischen Partner, die das Übereinkommen unter dem Vorbehalt der Ratifikation oder Genehmigung nach dem Buchstaben A oder B unterzeichnen, erlangt es mit der Unterzeichnung vorläufige Gültigkeit. Für diese Europäischen Partner tritt das Übereinkommen am Tage der Hinterlegung ihrer Ratifikations- oder Genehmigungsurkunde bei der Verwahrregierung in Kraft.

D. Nach dem 24. September 1973 kann die Beteiligung an dem Programm der Zusammenarbeit nur noch nach Artikel 15 herbeigeführt werden.

E. Die Regierung der Französischen Republik wird als Verwahrregierung bestimmt.

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ARTIKEL 15

BEITRITT ANDERER REGIERUNGEN

A. Mit Zustimmung der Vertragsparteien und vorbehaltlich der von diesen vereinbarten Bedingungen können andere Regierungen diesem Ubereinkommen als Europäische Partner beitreten. Der Zustimmung der Regierung der Vereinigten Staaten von Amerika bedarf es jedoch nicht zum Beitritt einer derzeitigen Mitgliedsregierung der ESRO.

B. Die Beitrittsurkunde einer Regierung kann hinterlegt werden, nachdem die gemäss Buchstabe A zuständigen Vertragsparteinen der Verwahrregierung ihre Zustimmung notifiziert haben; der Beitritt wird am Tage der Hinterlegung der Beitrittsurkunde wirksam.

ARTIKEL 16

GELTUNGSDAUER

Dieses Übereinkommen bleibt bis zum 1. Januar 1985, mindestens jedoch für die Dauer von fünf Jahren nach dem ersten Flug des SL in Kraft. Das Übereinkommen wird um drei Jahre verlängert, sofern nicht die Regierung der Vereinigten Staaten von Amerika oder die Europäischen Partner es vor dem 1. Januar 1985 oder vor dem Ablauf der Fünfjahresfrist kündigen. Danach kann das Übereinkommen um die von den Vertragsparteien vereinbarten Fristen verlängert werden.

ARTIKEL 17

REGISTRIERUNG

A. Die Verwahrregierung informiert die Unterzeichnerstaaten und beitretenden Staatan über Unterzeichnungen, Ratifikationen oder Genehmigungen, und über Beitritte.

B. Die Verwahrregierung lässt dieses Übereinkommen nach Artikel 102 der Charta der Vereinten Nationen registrieren.

ZU URKUND DESSEN haben die von ihren Regierungen gehörig befugten Unterzeichneten dieses Übereinkommen unterschrieben.

GESCHEHEN in Neuilly-sur-Seine, am vierzehnten August neunzehnhundertdreiundsiebzig,

in englischer, französischer und deutscher Sprache, wobei jede Fassung gleichermassen verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Französischen Republik hinterlegt wird; diese übermittelt den Regierungen der Unterzeichnerstaaten und beitretenden Staaten gehörig beglaubigte Abschriften.

Pour le Gouvernement de la République Fédérale d'Allemagne
For the Government of the Federal Republic of Germany
Für die Regierung der Bundesrepublik Deutschland

Pour le Gouvernement du Royaume de Belgique
For the Government of the Kingdom of Belgium
Für die Regierung des Königreichs Belgien

Sous réserve de ratification

Pour le Gouvernement de l'Espagne
For the Government of Spain
Für die Regierung Spaniens

Pour le Gouvernement de la République Française
For the Government of the French Republic
Für die Regierung der Französischen Republik

Sous réserve d'approbation

Pour le Gouvernement de la République Italienne
For the Government of the Italian Republic
Für die Regierung der Italienischen Republik

Sous réserve de ratification

Pour le Gouvernement du Royaume des Pays-Bas
For the Government of the Kingdom of the Netherlands
Für die Regierung des Königreichs der Niederlande

Sous réserve de ratification

Pour le Gouvernement du Royaume-Uni de Grande Bretagne et d'Irlande du Nord
For the Government of the United Kingdom of Great Britain and Northern Ireland
Für die Regierung des Vereinigten Königreichs Grossbritannien und Nordirland

Pour le Gouvernement de la Confédération Suisse
For the Government of the Swiss Confederation
Für die Regierung der Schweizerischen Eidgenossenschaft

Pour le Gouvernement des Etats-Unis d'Amérique
For the Government of the United States of America
Für die Regierung der Vereinigten Staaten von Amerika

Pour le Gouvernement du Royaume du Danemark
For the Government of the Kingdom of Denmark
Für die Regierung des Königreichs Dänemark

sous réserve de ratification.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND THE
EUROPEAN SPACE RESEARCH ORGANISATION
FOR A COOPERATIVE PROGRAMME CONCERNING DEVELOPMENT, PROCUREMENT AND USE OF A SPACE LABORATORY IN CONJUNCTION WITH THE SPACE SHUTTLE SYSTEM

TIAS 7722

PREAMBLE

Pursuant to the offer of the Government of the United States of America to Europe to participate in the major US space programme which follows the Apollo programme, and in particular in the development of a new space transportation system (Space Shuttle), the execution of which has been entrusted by the Government of the United States of America to the National Aeronautics and Space Administration (NASA), European States, members of the European Space Research Organisation (ESRO), have manifested their desire to develop a Space Laboratory, hereinafter referred to as "SL", in the form of a Special Project within ESRO, for the purpose of participation in the Space Shuttle programme. These States, by means of an international Arrangement have charged ESRO or its successor organisation with the execution of the SL programme. In order to provide for appropriate association of the two Agencies in the execution of both programmes and in order to assure the necessary coordination between them, NASA, acting for and on behalf of the Government of the United States of America, and ESRO, acting for and on behalf of the Governments of those States participating in this Special Project, have drawn up this Memorandum of Understanding which sets out the particular terms and conditions under which such association and coordination will be effected. This Memorandum of Understanding will be subject to provisions of the Agreement between the Governments of the above participating States and the Government of the United States of America concerning this cooperative programme.

ARTICLE I

OBJECTIVES

The purpose of this Memorandum of Understanding is to provide for the implementation of a cooperative programme in which ESRO undertakes to design, develop, manufacture and deliver the first flight unit of an SL, and other materials described in this Memorandum. This flight unit will be used as an element to be integrated with the Space Shuttle. This Memorandum sets out furthermore the provisions for ESRO access for use of the SL and for the procurement by NASA of additional SLs, and establishes the cooperative structure between NASA and ESRO for dealing with all questions concerning interface between the Shuttle and SL programmes and concerning the missions to be defined.

ARTICLE II

GENERAL DESCRIPTION OF THE SL PROGRAMME, ITS INTERFACE WITH THE SPACE SHUTTLE, AND ITS USES

1. Summary description of the SL programme

The SL programme provides for the definition, design and development of mannable laboratory modules and unpressurised instrument

platforms (pallets) suitable for accommodating instrumentation for conducting research and applications activities on Shuttle sortie missions. The SL module and SL pallet will be transported, either separately or together to and from orbit in the Shuttle payload bay and will be attached to and supported by the Shuttle orbiter throughout the mission. The module will be characterised by a pressurised environment (permitting the crew to work in shirt sleeves), a versatile capability for accommodating laboratory and observatory equipment at minimum cost to users, and rapid access for users. The pallet, supporting telescopes, antennae and other instruments and equipments requiring direct space exposure, will normally be attached to the module with its experiments remotely operated from the module, but can also be attached directly to the Shuttle orbiter and operated from the orbiter cabin or the ground. Both the module and the pallet will assure minimum interference with Shuttle orbiter ground turnaround operations.

2. Interface with Shuttle

The Shuttle will: serve in missions to deliver payloads to earth orbit; maintain station on orbit for mission durations in the order of seven days or more; provide safety monitoring and control over payload elements throughout the missions; and provide seating and complete habitability for crews, including free movement between the SL module and the Shuttle. In the interest of minimising developmental and operational costs, and maximising reliability, an effort will be made to optimise commonality between SL and Shuttle components.

3. Use objectives

The SL will support a wide spectrum of missions for peaceful purposes and will accept readily the addition of special equipment for particular mission requirements. The SL will facilitate maximum user involvement and accessibility. The flight equipment complement will be capable of augmentation as appropriate to satisfy approved programme needs. It will be possible for users to utilise the SL with or without supplementary equipment for a single experiment or, in the alternative, to utilise only a small portion of the SL in combination with other experiments. The standard resources of the SL may be utilised to any degree appropriate by an experimenter adhering to standardised interfaces which are to be defined and procedures which are to be set forth. Considerable flexibility in equipment and mission structuring shall be available to the user for effective mission operation.

ARTICLE III

PHASING AND SCHEDULING

1. Phase B studies

Based on present schedules, the Phase B (preliminary design) studies of the SL are expected to be completed around the end of 1973.

2. Phases C & D

At the completion of the Phase B studies, the parties will mutually agree on a design for immediate implementation and development by ESRO in Phases C & D (final design and hardware development and manufacture).

3. Completion schedules

It is currently planned that the first operational space flight of the Shuttle will occur in late 1979. To permit adequate time for experiment integration, check-out and compatibility testing, the SL flight unit shall be delivered to NASA about one year before the first operational Shuttle flight.

4. Schedule changes

Each party will keep the other fully and currently informed of factors affecting the schedules of the Shuttle and the SL respectively and their potential effects on flight readiness.

ARTICLE IV

PROGRAMME PLANS

The foregoing gross descriptions of the SL programme and of the phasing, scheduling and working arrangements are amplified in greater detail in the preliminary version, dated 30 July 1973, of the Joint Programme Plan. The parties recognise that many issues remain to be resolved in the Joint Programme Plan, which is to be developed and updated as appropriate by the Programme Heads. This plan is to be based on the results of preliminary design studies now in progress in both Europe and the United States, on the results of independent and joint studies of user requirements, and on the final definition of, and the requirements for integration with, the Shuttle.

ARTICLE V

RESPECTIVE RESPONSIBILITIES

1. ESRO responsibilities

Among ESRO's responsibilities are the following:

(a) design, develop and manufacture one SL flight unit (consisting of one set of module and pallet sections), one SL engineering model, two sets of SL ground support equipment, initial SL spares, along with relevant drawings and documentation; and qualify and test for acceptance this equipment according to NASA specifications and requirements;

(b) deliver to NASA the items listed above;

(c) design, develop and manufacture such elements as ESRO and NASA may agree to be necessary for the programme in addition to those listed in (a) above;

(d) establish in the US and accommodate in Europe agreed liaison personnel;

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(e) provide all necessary technical interface information;

(f) provide agreed progress and status information;

(g) following delivery of the above flight unit, maintain and fund an SL sustaining engineering capability through the first two SL flight missions, and ensure for NASA's account the future availability to NASA of such engineering capability to meet NASA's operating requirements, on the same conditions as would apply to ESRO;

(h) ensure the production in Europe and possibility of procurement by NASA of subsequent flight units, components and spares; and

(i) provide for preliminary integration of experiments which ESRO supports, as well as acquire the corresponding data, within the overall responsibilities of NASA described in paragraph 2(j) of this Article, and process it.

2. NASA responsibilities

Among NASA's responsibilities are the following:

(a) establish in Europe and accommodate in the US agreed liaison personnel;

(b) provide general technical and managerial consultation;

(c) provide all necessary technical interface information;

(d) provide agreed progress and status information;

(e) monitor ESRO technical progress in selected areas as defined in the Programme Plans;

(f) review and concur in the implementation of ESRO activities critical to the NASA programmatic requirements for the SL as defined in the Programme Plans;

(g) specify, in order to assure successful operation of the SL in the Shuttle system, operational plans, and hardware and operational interfaces as defined in the Programme Plans;

(h) conduct systems analyses for development of operational concepts and utilisation plans, and assess the impact of changes at all SL external interfaces;

(i) develop selected peripheral components, not part of, but necessary to the successful operation of the SL (e.g. access tunnel, docking ports); and

(j) manage all operational activities subsequent to the delivery of the SL, including experiment integration, crew training, checkout, flight operations, refurbishment, data acquisition, preliminary processing and distribution of data.

3. By agreement of the NASA Administrator and the Director General of ESRO, changes may be made in the above responsibilities, as may be desirable for the implementation of this cooperative programme.

ARTICLE VI

COORDINATION—LIAISON—REVIEWS

1. Programme Heads

Each of the parties has designated in their respective Headquarters an SL Programme Head. They will be responsible for the implementation of this cooperative programme and they will meet and communicate as they require.

2. Project Managers

In addition, each of the parties will designate an SL Project Manager responsible for day-to-day coordination in the implementation of this cooperative programme.

3. Joint SL Working Group (JSLWG)

The two Programme Heads will together establish a Joint SL Working Group with appropriate technical representation from each party. The Programme Heads will be co-chairmen of the JSLWG. The JSLWG will be the principal mechanism for:

(a) the exchange of information necessary to inform both parties fully of the status of both the Shuttle and the SL;

(b) monitoring interface items, problems and solutions;

(c) early identification of issues or problems of either party which may effect the other; and

(d) assuring early action with respect to any problems or requirements.

4. Liaison

The parties shall each provide and accommodate liaison representation at levels as mutually agreed. The representation will be such as to assure each party adequate visibility of the other's progress especially with regard to interfaces and their control. ESRO shall have representation on appropriate Shuttle change control boards to assure adequate opportunity to present the views and interests of ESRO with respect to any change. The ESRO representatives on the boards will have a voice but will not vote. NASA will have similar representation on the comparable ESRO SL board. ESRO and NASA will enable and arrange for visits to their respective contractors as required.

5. Progress reviews

Each party shall schedule progress reviews of its work in the Shuttle and SL programmes and shall provide access to the other to such reviews. Annual reviews will be conducted by the NASA Administrator and the ESRO Director General.

ARTICLE VII

FUNDING

1. Costs

NASA and ESRO will each bear the full costs of discharging their respective responsibilities arising from this cooperative programme, including travel and subsistence of their own personnel and transportation charges for all equipment for which they are responsible.

2. Availability of funds

The commitments by NASA and ESRO to carry out this cooperative programme are subject to their respective funding procedures.

3. Principle on pricing

Neither party will seek to recover government research and development costs incurred in the development of items procured from the other in connection with this cooperative programme.

ARTICLE VIII

NASA PROCUREMENT OF SLs

1. Principle

Subsequent to the delivery by ESRO of the SL unit and other items referred to in Article V,1 (a), NASA agrees to procure from ESRO whatever additional items of this type it may require for programmatic reasons, provided that they are available to the agreed specifications and schedules and at reasonable prices to be agreed. NASA should give an initial procurement order of at least one SL at the latest two years before the delivery of the SL unit referred to above. Recognising the desirability of gaining operational experience with the first flight unit before ordering additional units, but that the price and availability of production units will be dependent on the maintenance of a continuing production capability, NASA will endeavour to provide significant lead time for any subsequent procurement order.

2. NASA abstention from SL development

NASA will refrain from separate and independent development of any SL substantially duplicating the design and capabilities of the first SL unless ESRO fails to produce such SLs, components and spares in accordance with agreed specifications and schedules and at reasonable prices to be agreed. For any NASA SL programme requirements which are not met by SLs developed under this cooperative programme, NASA will have the right to meet such requirements either by making the necessary modifications to the SLs developed under this cooperative programme, or by manufacturing or procuring another SL meeting such NASA requirements.

3. Notice of prospective requirements

NASA will endeavour to give ESRO advance notice of any prospective requirements for substantially modified or entirely new SLs so

as to provide ESRO with an opportunity to make proposals which might meet such requirements.

ARTICLE IX

CONTINGENCIES

1. Non-completion of first SL or failure to meet specifications

NASA's obligations with respect to the SL shall lapse and ESRO will turn over to NASA without charge and without delay all drawings, hardware and documentation relating to the SL if ESRO abandons the development of the SL for any reasons, or ESRO is otherwise unable to deliver the SL flight unit prior to the first operational Shuttle flight, or the completed SL does not meet agreed specifications and development schedules. The right of NASA to use the said drawings, hardware and documentation shall be limited to the completion and operation of the SL programme. ESRO shall ensure that it will be in a position to provide as hardware any proprietary item for which it does not hold transmissible rights of reproduction.

2. Non-availability of subsequent SLs

If SLs, components and spares required by NASA after the first flight unit are not available to NASA in accordance with agreed specifications and schedules and at reasonable prices to be agreed, NASA shall be free to produce such units in the United States. For this purpose, ESRO will arrange in advance on a contingency basis any necessary licensing arrangements.

3. Design changes

While it is understood that ESRO will be represented on the Shuttle change control boards, NASA reserves the right to require changes affecting the interfaces or operational interactions between the Shuttle and the SL after hearing and considering ESRO's views with respect to the prospective effect of such changes on the SL design or cost. NASA recognises the desirability of avoiding changes resulting in a disproportionate impact on the SL programme. To the extent that changes affect the Shuttle and SL programmes, NASA and ESRO will bear the increases in the costs of their respective Shuttle and SL development contracts.

ARTICLE X

ACCESS TO TECHNOLOGY AND ASSISTANCE BY NASA

1. Principles

(a) ESRO will have access to technology, including know-how available to NASA and needed to accomplish successfully its tasks under this cooperative programme; for the same purposes, NASA will have access to technology, including know-how, available to ESRO. NASA will do its best to arrange for such technical assistance as ESRO and its contractors may require for the satisfactory completion

of the SL programme. Access to technology and arrangements for technical assistance shall be consistent with applicable US laws and regulations.

(b) NASA will make available to ESRO general information related to the design, development, and use of the Shuttle and orbital system, particularly that required for the understanding of that system.

(c) Requests for use of technology, including know-how, in other than SL development and production tasks will be considered on a case-by-case basis.

(d) To the extent that NASA can make the required information readily available, it will do so without charge; in other cases, NASA will use its best efforts to facilitate its availability on favourable conditions.

(e) The access to technology, including know-how, referred to above will be effected in such a way as not to infringe any existing proprietary rights of any person or body in the United States or Europe.

2. Joint definition of areas

The two parties shall provide for the earliest possible joint definition of areas in which help in the procurement of hardware and technical assistance from US Government Agencies or nationals may be required.

3. Form of assistance

In providing such help to ESRO as may be agreed, NASA may respond on an in-house basis or may refer ESRO and/or its contractors to US contractors. NASA reserves the right to arrange for such assistance in the form of hardware, rather than know-how.

4. Quality control and acceptance

Where ESRO needs to procure US hardware, NASA agrees to use its good offices in connection with arranging the services of US quality control and acceptance and cost control and auditing personnel in US plants where available and appropriate.

5. Facilitation of export licenses

Early advance notification of contemplated ESRO procurements of US hardware or technology, including know-how, will facilitate assistance by NASA in connection with arrangements for export licenses consistent with applicable US laws and regulations.

6. Use of US facilities

Where it is jointly determined that it is appropriate and necessary for the conduct of the cooperative programme, NASA will use its good offices in connection with arranging for the use of US Government or contractors' facilities by ESRO and/or its contractors.

ARTICLE XI

PRINCIPLES CONCERNING ACCESS TO AND USE OF SHUTTLE/SL

1. Planning

There shall be adequate European participation in NASA planning for Shuttle and SL user requirements, with a view to providing for inputs relevant to both the SL design and to European use of the SL. Appropriate representation and relevant procedures are being jointly prepared and will be subject to agreement by NASA and ESRO.

2. Flight crews

Flight crew opportunities will be provided in conjunction with flight projects sponsored by ESRO or by Governments participating in the SL programme and utilising the SL. It is contemplated that there will be a European member of the flight crew of the first SL flight.

3. Special provisions for the use of the first SL flight unit

(a) In order to assure the integrity of operation and management of the Shuttle system, NASA shall have full control over the first SL unit after its delivery, including the right to make final determination as to its use for peaceful purposes.

(b) With regard to the first flight of the first SL unit, the system test objectives will be the responsibility of NASA. The experimental objectives of this first flight will be jointly planned on a cooperative basis. Thereafter, the cooperative use of this first SL unit will be encouraged throughout its useful life although not to the exclusion of cost reimbursable use. NASA will otherwise have unrestricted use of the first SL unit free of cost.

(c) NASA may make any modifications to the first SL which it desires. Should NASA find it desirable to effect major modifications to this unit, these shall be discussed with ESRO which will be given the opportunity to provide modification kits. With respect to minor modifications, the normal procedures for configuration control will be relied on to provide adequate information on changes.

4. Subsequent availability and preferred access to participants

While it is premature to define the ultimate terms and conditions for operation and use of the Shuttle with the SL after the first SL mission, it is expected that the following principles will apply:

(a) NASA will make available the Shuttle for SL missions on either a cooperative (non-cost) or a cost-reimbursable basis. In the latter case, costs which may be charged include, but are not limited to, integration, check-out, crew training and data reduction, processing and distribution, as well as the costs of the launching services provided.

(b) In regard to space missions of ESRO and Governments participating in the SL programme, NASA shall provide access for use of SLs developed under this cooperative programme for experi-

ments or applications proposed for reimbursable flight by ESRO and Governments participating in the SL programme, in preference to those of third countries considering, in recognition of ESRO's participation in this cooperative programme, that this will be equitable in the event of payload limitation or scheduling conflicts. Experiments or applications proposed for cooperative flight will be selected on the basis of merit in accordance with continuing NASA policy; such proposals of ESRO and Governments participating in the SL programme will be given preference over the proposals of third countries provided their merit is at least equal to the merit of the proposals of third countries. ESRO and the Governments participating in the SL programme will have an opportunity to express their views with respect to the judgement of merit regarding their cooperative proposals.

Article XII

PUBLIC INFORMATION

Each party is free to release public information regarding its own efforts in connection with this cooperative programme. However, it undertakes to coordinate in advance any public information activities which relate to the other party's responsibilities or performance.

Article XIII

PATENTS AND PROPRIETARY INFORMATION

Each of the parties and their contractors shall retain unaffected all rights which they may have with respect to any patents and/or proprietary information, whether or not they antedate this Memorandum of Understanding. Where it is mutually determined that patentable or proprietary information should be transferred in the interest of successfully implementing this cooperative programme, this may be done under arrangements which fully recognise and protect the rights involved. In addition, each of the parties shall secure from its contractors the rights necessary to discharge the obligations contained in this Memorandum of Understanding in accordance with its internal rules.

Article XIV

SETTLEMENT OF DISPUTES

1. Any disputes in the interpretation or implementation of the terms of this cooperative programme shall be referred to the NASA Administrator and the Director General of ESRO for settlement.

2. Should the NASA Administrator and the Director General of ESRO be unable to resolve such disputes, they may be submitted to such other form of resolution or arbitration as may be agreed.

ARTICLE XV

DURATION

This Memorandum of Understanding shall remain in force until 1 January 1985, but at least for five years from the date of the first flight of the SL. This Memorandum shall be extended for three years unless either NASA or ESRO gives notice of termination prior to 1 January 1985, or prior to the expiration of the five years, whichever is applicable. Thereafter, the Memorandum of Understanding shall be extended for such further periods as the parties may agree.

ARTICLE XVI

ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force when both the NASA Administrator and the Director General of ESRO have signed it and it has been confirmed under the terms of the Agreement between the Governments of the participating European States and the Government of the United States of America concerning this cooperative programme.

Dated 14 August 1973

[1]

For the
European Space
Research Organisation

[2]

For the
National Aeronautics and
Space Administration

[1] A. Hocker
[2] James C. Fletcher

COLOMBIA

Trade in Cotton Textiles

Agreement amending the agreement of June 25, 1971.
Effected by exchange of notes
Signed at Washington July 25 and 31, 1973;
Entered into force July 31, 1973.

The Colombian Ambassador to the Secretary of State

EMBAJADA DE COLOMBIA
WASHINGTON

923 JULY 25, 1973

EXCELLENCY:

I have the honor to refer to the Agreement concerning trade in cotton textiles between Colombia and the United States of America, effected by exchange of notes on June 25, 1971.[1] I also refer to recent discussions between representatives of our two Governments in Washington.

As a result of these discussions, I hereby wish to propose that paragraph 3 of the Agreement be amended to read as follows:

"3. Within the aggregate limit the following group limits shall apply for the second agreement year:

	Square Yards Equivalent
Group I Yarn (Categories 1–4)	18,585,000
Group II Fabrics (Categories 5–27, 64-part*)	22,365,000
Group III Made-up Goods, Apparel and Miscellaneous (Categories 28–63, 64-part**)	1,050,000

*Cotton fabrics, coated or filled with plastics or rubber, T.S.U.S.A. Number 355,6510

**Except T.S.U.S.A. Number 355.6510"

If the foregoing is acceptable to the Government of the United States of America, it is proposed that this note and Your Excellency's note of acceptance shall constitute an amendment to the Agreement.

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[1] TIAS 7148; 22 UST 1040.

Please accept, Excellency, the assurances of my highest consideration.

D. BOTERO B

Douglas Botero Boshell
Ambassador of Colombia

His Excellency
WILLIAM P. ROGERS,
Secretary of State,
Washington, D.C.

The Secretary of State to the Colombian Ambassador

JULY 31, 1973

EXCELLENCY:

I have the honor to refer to your note of July 25, 1973, proposing an amendment to the Agreement concerning trade in cotton textiles between the Governments of Colombia and the United States of America effected by exchange of notes on June 25, 1971.

On behalf of the Government of the United States of America, I accept the amendment proposed in Your Excellency's note and confirm that your note and this note in acceptance thereof constitute an amendment to the Agreement.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
DOUGLAS BOTERO BOSHELL,
Ambassador of Colombia.

PAKISTAN

Trade in Cotton Textiles

Agreements amending the agreement of May 6, 1970, as amended and extended.
Effected by Exchange of notes
Signed at Washington October 12, 1973;
Entered into force October 12, 1973.
With related letter
Signed at Washington November 26, 1973.

The Pakistani Ambassador to the Secretary of State

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

AMBASSADOR OF PAKISTAN

OCTOBER 12, 1973.

EXCELLENCY:

I have the honour to refer to the Agreement covering trade in cotton textiles between Pakistan and the United States of America effected by exchange of notes of May 6, 1970, as amended by exchange of notes on June 15, 1972.[1] I also have the honor to refer to recent discussions between representatives of our Governments on trade in textiles.

As a result of these discussions, I propose that the Agreement be amended as follows:

A. Paragraph 2 is amended to read: "For the Fourth Agreement year, constituting the twelve month period beginning July 1, 1973, the aggregate limit shall be 110,000,000 square yards equivalent";

B. Paragraph 3 is amended to read: "Within the aggregate limit, the following group limits shall apply for the fourth Agreement year:

	Square Yards Equivalent
Group I (Categories 1–27)	90,000,000
Group II (Categories 28–64)	20,000,000*

[1] TIAS 6882, 7369, 7598, 7640; 21 UST 1301; 23 UST 1109; *ante*, pp. 891, 1137.

*Not more than 10,000,000 square yards equivalent of which are to be exported in Categories 39–63. [Footnote in the original.]

C. Paragraph 4 is amended to read: "Within the aggregate limit and applicable group limits, the following specific limits shall apply for the fourth Agreement year:

Group I	In Sq. Yds. Equivalent
Sheeting, carded or combed (Categories 9 and 10)	43,200,000
Poplin and broadcloth, carded or combed (Categories 15 & 16)	3,600,000
Print cloth (Categories 18, 19 and parts of 26)**	19,200,000
Twill and sateen, carded or combed (Categories 22 & 23)	4,800,000
Barkcloth (Parts of Category 26)**	7,200,000
Duck (Parts of Category 26)	10,200,000

Group II	In Sq. Yds. Equivalent
Shop towels (Part of Category 31)	3,345,000
T-Shirts (Categories 41 and 42)	5,900,000

**Print cloth and Bark cloth are further described in Annex A of the Agreement. [Footnote in the original.]

If the foregoing is acceptable to your Government, this note and Your Excellency's note in confirmation thereof on behalf of the Government of the United States of America shall constitute an amendment of the Agreement.

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

SULTAN MUHAMMAD KHAN

(Sultan Muhammad Khan)
Ambassador

The Honorable
HENRY A. KISSINGER,
Secretary,
U.S. Department of State,
Washington, D.C.

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

OCTOBER 12, 1973

EXCELLENCY:

I have the honor to refer to Your Excellency's note of today's date amending further the Agreement dated May 6, 1970, relating to trade in cotton textiles between Pakistan and the United States of America.

I further have the honor to confirm that the proposal set forth in your note is acceptable to my Government and that Your Excellency's note and this note in reply constitute an agreement between our two Governments.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
SULTAN M. KHAN,
Ambassador of Pakistan.

The Pakistani Ambassador to the Secretary of State

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

AMBASSADOR OF PAKISTAN

OCTOBER 12, 1973.

EXCELLENCY:

I have the honor to refer to the Agreement concerning trade in cotton textiles between Pakistan and the United States of America effected by exchange of notes of May 6, 1970 as amended by exchange of notes of June 15, 1972. I also have the honor to refer to discussions on July 5-6, 1973, between representatives of our two Governments with respect to trade in cotton textiles.

As a result of these discussions, I have the honor to propose that the Agreement be amended for the twelve month period beginning July 1, 1973, to provide for the exemption therefrom of hand-loom products of the cottage industry. It is agreed that such products, to be suitably defined by mutual agreement of both parties, shall be subject to a certification procedure, and shall be free of quantitative control under the agreement.

It is agreed that in the event the United States Government feels that the importation of such products are causing or threatening to cause disruption of domestic markets, it may request consultation with the Pakistan Government with a view to reaching a mutually acceptable solution. Pending such a solution, the Pakistani authorities will limit exports of such products from Pakistan to the United States to an annual level equal to 105% of the level of imports of such products into the United States for the most recent 12-month period prior to the request for consultation for which U.S. textile import data are available.

If this proposal is acceptable to your Government, this note and your Excellency's note in confirmation thereof on behalf of the Government of the United States of America shall constitute an amendment of the Agreement.

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

SULTAN MUHAMMAD KHAN

(Sultan Muhammad Khan)

The Honorable
HENRY A. KISSINGER,
Secretary,
U.S. Department of State,
Washington, D.C.

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

OCTOBER 12, 1973

EXCELLENCY:

I have the honor to refer to Your Excellency's note of today's date proposing that hand-loom products of Pakistan's cottage industry be exempted from the provisions of the Agreement dated May 6, 1970, relating to trade in cotton textiles between Pakistan and the United States of America as amended and extended.

I further have the honor to accept the proposals contained in Your Excellency's note on behalf of the Government of the United States of America and to confirm that Your Excellency's note and this reply shall constitute an Agreement between our two Governments.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
SULTAN M. KHAN,
Ambassador of Pakistan.

[RELATED LETTER]

NOVEMBER 26, 1973

MR. ABDUL MAJID MUFTI
Economic Minister
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C.

DEAR MR. MUFTI:

Following the recent talks between our two governments, I have the pleasure to inform you that, during the agreement year beginning July 1, 1973, the Government of Pakistan may permit exports of cotton yarns (Categories 1 – 4) in an amount not to exceed 10 million square yards equivalent aside from and in addition to the aggregate limit. For the agreement year beginning July 1, 1974, the Government of Pakistan may request the agreement of the Government of the United States of America to exports of an additional 10 million square yards equivalent in cotton yarns (Categories 1 – 4) in excess of the applicable aggregate limit, and the Government of the United States, unless it determines that there has been a downturn in the United States market for such products, will agree to such a request.

If I can provide you any further information on this matter, I hope you will not hesitate to let me know.

Sincerely,

HARRY M. PHELAN, JR.

Harry M. Phelan, Jr.
Chief
Fibers and Textiles Division

TIAS 7724

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SPAIN

Air Transport Services

Agreement signed at Madrid February 20, 1973;
Entered into force provisionally February 20, 1973;
Entered into force definitively August 3, 1973.

AIR TRANSPORT AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF SPAIN

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

Recognizing the increasing importance of international air travel between the two countries and desiring to conclude an agreement which will assure its continued development in the common welfare, and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, [1]

Have agreed as follows:

ARTICLE 1

For the purpose of the present Agreement:

A. "Agreement" shall mean this Agreement, the Schedule attached thereto, and any amendment thereto.

B. "Aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board, and in the case of Spain, the Subsecretariat of Civil Aviation, or, in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

C. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Schedule to this Agreement. Such notification shall be communicated in writing through diplomatic channels.

D. "Territory", in relation to a State, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto.

E. "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, cargo or mail, separately or in combination.

[1] TIAS 1591, 3756; 61 Stat. 1180; 8 UST 179.

F. "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

G. "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines, as follows:

(1) To fly across the territory of the other Contracting Party without landing;

(2) To land in the territory of the other Contracting Party for non-traffic purposes; and

(3) To make stops at the points in the territory of the other Contracting Party named on each of the routes specified in the appropriate paragraph of the Schedule of this Agreement for the purpose of taking on and discharging international traffic in passengers, cargo, and mail, separately or in combination.

ARTICLE 3

Air service on a route specified in the Schedule to this agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating permission. Such other Contracting Party shall, subject to Article 4, grant this permission, provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

ARTICLE 4

A. Each Contracting Party reserves the right to withhold or revoke the operating permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event that:

(1) Such airline fails to qualify under the laws and regulations applied by the aeronautical authorities of that Contracting Party;

(2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(3) That Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to revoke such permission shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

A. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, cargo or mail of

aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

ARTICLE 6

Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 7

Without prejudice to the obligations accepted by both Contracting Parties under Article 15 of the Convention on International Civil Aviation, each Party may impose or permit to be imposed just and reasonable charges for the use of public airports and air navigation facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

ARTICLE 8

A. Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party to the fullest extent possible under its national law and on the basis of reciprocity from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

(1) Introduced into the territory of one Contracting Party by or on behalf of the designated airline of the other Contracting Party;

(2) Retained on aircraft of the designated airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air service;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

B. The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph A, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

ARTICLE 9

A. There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

B. In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

C. The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

D. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

(1) traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(2) the requirements of through airline operations; and,

(3) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

E. Without prejudice to the right of each Contracting Party to impose such uniform conditions on the use of airports and airport facilities as are consistent with Article 15 of the Convention on International Civil Aviation, neither Contracting Party shall unilaterally restrict

the airline or airlines of the other Contracting Party with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the routes specified in the Schedule to this Agreement. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in this Article, it may request consultations pursuant to Article 12 of this Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

ARTICLE 10

A. All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal competence.

B. Any rate proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or

indirectly, including the payment of excessive sales commissions to agents.

C. It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

D. If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph B above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

E. If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that party by an airline or airlines of the other Contracting Party are dissatisfied with that rate, the other Contracting Party shall be so informed and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

F. In the event that an agreement is reached pursuant to the provisions of paragraph D or E, each Contracting Party will exercise its best efforts to put such rate into effect.

G. If:

(1) under the circumstances set forth in paragraph D, no agreement can be reached prior to the date that such rate would otherwise become effective; or

(2) under the circumstances set forth in paragraph E, no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such

steps as may be considered necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the aeronautical authorities of the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

H. When in any case under paragraph D and E the Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by either of them, the terms of Article 13 of this Agreement shall apply. In rendering its decision or award, the arbitral tribunal shall be guided by the principles laid down in this Article.

ARTICLE 11

The following provisions shall govern the sale of air transportation and the conversion and remittance of revenues:

A. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.

B. Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

C. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions

at the rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

ARTICLE 12

Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

ARTICLE 13

A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

(2) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

ARTICLE 14

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 15

Either of the Contracting Parties may, at any time, notify the other Contracting Party of its desire to terminate the present Agreement. This notification will be communicated simultaneously to the International Civil Aviation Organization. The termination will take effect twelve (12) months after the date on which the other Contracting Party receives the notification, unless such notification is withdrawn by mutual agreement prior to the expiration of said period. If the other Contracting Party does not acknowledge receipt of said notification, it shall be considered received fourteen (14) days after the International Civil Aviation Organization has received the notification.

ARTICLE 16

The present Agreement will enter into force provisionally on the date of its signature and definitively on the date upon which both Parties have mutually notified each other through an exchange of diplomatic notes of the fulfillment of their respective constitutional formalities.[1]

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

[1] Aug. 3, 1973.

Done in duplicate at Madrid in the English and Spanish languages, both texts being equally authentic, this 20th day of February, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HORACIO RIVERO

[SEAL]

FOR THE GOVERNMENT OF SPAIN:

GREGORIO LOPEZ BRAVO DE CASTRO

[SEAL]

ROUTE SCHEDULE

A. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in Spain at the points specified in this paragraph:

1. From the United States (1) (2) via the Azores (3) and Lisbon (Portugal) (4) to Madrid, Barcelona, Malaga and Palma de Mallorca as coterminals (5).

2. From the United States (1) (2) via the Azores (3) and Lisbon (Portugal) to Madrid and Barcelona and beyond to points (6) in southern France, Italy, Greece, Algeria, Tunisia, Lybia, Arab Republic of Egypt, Uganda, Kenya, Tanzania, Turkey, Israel, Lebanon, Jordan, Iraq, Syria, Saudi Arabia, countries in the Arabian Peninsula, Iran, Afghanistan, Pakistan, India and beyond (7).

NOTES:

(1) For four years from the signature of the Agreement any flight to and from Miami must stop at San Juan.

(2) Flights serving Miami or San Juan may not serve points in Spain other than Madrid.

(3) Only one airport may be served in the Azores on any one flight.

(4) Without traffic rights between Portugal (including the Azores) and Malaga and between Portugal (including the Azores) and Palma de Mallorca.

(5) No more than two points in Spain may be served on any flight.

(6) Only one point may be served in countries other than Libya, Turkey, Iraq, Iran, and India.

(7) Without traffic rights between Spain and points beyond India.

(8) All-cargo services may not serve points beyond Spain, except Rome without traffic rights between Spain and Rome.

(9) On all routes, no rights are granted to carry local, connecting or stopover traffic between points in Spain.

B. An airline or airlines designated by the Government of Spain shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

1. From Spain to the coterminal points Boston, New York and Washington/Baltimore (1).

2. From Spain to San Juan (Puerto Rico) and Miami (2), and

   a) beyond San Juan to points (3) in Haiti, Jamaica, Spanish-speaking countries in the Caribbean Sea, and Mexico;

   b) beyond San Juan to points (3) in Haiti, Jamaica, Spanish-speaking countries in the Caribbean Sea, Guatemala, Honduras, Nicaragua, El Salvador, Costa Rica, and Panama; and

   c) beyond San Juan to points (3) in Trinidad and Tobago, Curacao, Venezuela, Colombia, Ecuador, Peru, Bolivia and Chile.

NOTES:

(1) No more than two points in the United States may be served on any flight. Only one airport may be served in the Washington/Baltimore area. The airport selected will be notified to the United States Government by the Government of Spain prior to the commencement of service.

(2) For four years from the date of the signature of the Agreement, any flight to and from Miami must stop at San Juan.

(3) Only one point may be served in countries other than Venezuela, Colombia and Ecuador.

(4) All-cargo flights serving only New York may operate via a point in Canada without traffic rights between Canada and New York.

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(5) On all routes, no rights are granted to carry local, connecting or stopover traffic between points in the United States.

C. Except as noted, points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

ACUERDO SOBRE TRANSPORTES AEREOS
ENTRE EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA Y EL GOBIERNO
DE ESPAÑA

TIAS 7725

El Gobierno de los Estados Unidos de América y el Gobierno de España,

Reconociendo la creciente importancia del tráfico aéreo internacional entre los dos paises y deseando concluir un Acuerdo que asegure, en interés público, su continuo desarrollo, y

Siendo Partes del Convenio sobre Aviación Civil Internacional abierto a la firma en Chicago el dia 7 de diciembre de 1944,

Han acordado lo siguiente:

ARTICULO 1

Paralos fines del presente Acuerdo:

A. El término "Acuerdo" significará este Acuerdo, el Cuadro de Rutas anejo al mismo y cualquier enmienda posterior.

B. El término "Autoridades Aeronaúticas" significará en el caso de los Estados Unidos de América la Junta de Aeronaútica Civil; y en el caso de España, la Subsecretaria de Aviación Civil; o, en ambos casos, toda persona u organismo autorizado a desempeñar las funciones ejercidas en la actualidad por dichas Autoridades.

C. El término "Empresa Aérea Designada" significará una empresa aérea que una de las Partes Contratantes haya notificado a la otra Parte Contratante que es la empresa aérea que operará una determinada ruta o rutas especificadas en el cuadro de Rutas anejo a este Acuerdo. Tal notificación será comunicada por escrito por Via Diplomática.

D. El término "Territorio" referido a un Estado, significará las áreas terrestres y las aguas territoriales adyacentes a las mismas que se encuentren bajo la soberania, dominio, protección, jurisdicción o fideicomiso de dicho Estado.

E. El término "Servicio Aéreo" significará todo servicio aéreo regular realizado por aeronaves destinadas al transporte público de pasajeros, carga o correo, combinados o separadamente.

F. El término "Servicio Aéreo Internacional" significará un servicio aéreo que sobrevuele el territorio de más de un Estado.

G. El término "Escala para Fines no Comerciales" significará un aterrizaje para fines que no sean embarcar o desembarcar pasajeros, carga o correo.

ARTICULO 2

Cada una de las Partes Contratantes concede a la otra Parte los siguientes derechos para la prestación de servicios aéreos por la empresa aérea o empresas aéreas designadas:

1. Sobrevolar el territorio de la otra Parte Contratante sin aterrizar;

2. Aterrizar en el territorio de la otra Parte Contratante para fines no comerciales; y

3. Hacer escalas en los puntos del territorio de la otra Parte Contratante mencionados en cada una de las rutas especificadas en el párrafo correspondiente del Cuadro de Rutas de este Acuerdo a los fines de embarcar o desembarcar tráfico internacional de pasajeros, carga y correo separados o combinados.

ARTICULO 3

El servicio aéreo de una ruta especificada en el Cuadro de Rutas de este Acuerdo podrá ser inaugurado por una empresa o empresas aéreas de una Parte Contratante en cualquier fecha después de que dicha Parte Contratante hubiera designado tal empresa o empresas aéreas para aquella ruta y la otra Parte Contratante hubiera concedido el oportuno permiso operativo. Dicha otra Parte Contratante estará obligada, con sujección al Artículo 4, a otorgar dicho permiso, con la condición de que podrá exigir a la empresa o empresas aéreas designadas que cumplan los requisitos de las Autoridades Aeronaúticas competentes de aquella Parte Contratante, conforme a las leyes y reglamentos aplicados por dichas Autoridades, antes de que se les permita prestar el servicio previsto en este Acuerdo.

ARTICULO 4

A. Cada Parte Contratante se reserva el derecho de no conceder o de revocar el permiso operativo estipulado en el Artículo 3 de este Acuerdo respecto de una empresa aérea designada por la otra Parte Contratante, o de imponer condiciones a tal permiso, en el caso de que:

(1) Dicha empresa aérea no cumpla los requisitos exigidos por la leyes y reglamentos aplicados por las Autoridades Aeronaúticas de esa Parte Contratante;

(2) Dicha empresa aérea no cumpla con las leyes y reglamentos mencionados en el Artículo 5 de este Acuerdo; o

(3) Esa Parte Contratante no esté convencida de que una parte substancial de la propiedad y el control efectivo de esta empresa aérea se halla en manos de la Parte Contratante que ha designado a la empresa aérea o de sus nacionales.

B. A menos que una acción inmediata no sea esencial para evitar infracciones de las leyes o reglamentos a que se refiere el Artículo 5 de este Acuerdo, el derecho a revocar tal permiso se ejercerá solamente después de efectuar consultas con la otra Parte Contratante.

ARTICULO 5

A. Las leyes y reglamentos de cada Parte Contratante relativos a la entrada en su territorio y a la salida de éste de las aeronaves empleadas en la navegación internacional, o relativos a la explotación y navegación de dichas aeronaves mientras se encuentren dentro de su territorio, se aplicarán a las aeronaves de la empresa o empresas aéreas designadas por la otra Parte Contratante y serán observadas por dichas aeronaves a la entrada o a la salida y mientras estén dentro del territorio de la primera Parte Contratante.

B. Las leyes y reglamentos de una Parte Contratante relativos a la admisión en su territorio, o a la salida de éste, de los pasajeros, la tripulación, la carga o el correo de las aeronaves, inclusive los reglamentos de entrada, despacho, inmigración, pasaportes, aduanas y reglamentos sanitarios, serán observados por dichos pasajeros, tripulación, carga o correo de las empresas aéreas de la otra Parte Contratante, o, en su nombre, por agentes de las mismas, a la entrada o salida del territorio de la primera Parte Contratante, y mientras se encuentren en el mismo.

ARTICULO 6

Los certificados de aeronavegabilidad, los títulos de aptitud y las licencias no caducadas expedidas o convalidadas por una de las Partes Contratantes serán reconocidos como válidos por la otra Parte Contratante para la explotación de las rutas y servicios concedidos en este Acuerdo, con la condición de que los requisitos que se hayan exigido para expedir o convalidar dichos certificados, licencias o títulos sean iguales o superiores a las normas mínimas que pudieran establecerse de acuerdo con el Convenio sobre Aviación Civil Internacional. Sin embargo, cada una de las Partes Contratantes se reserva el derecho de no reconocer la validez, para sobrevuelo de su propio territorio, de los títulos de aptitud y las licencias expedidos a sus propios súbditos por la otra Parte Contratante.

ARTICULO 7

Sin perjuicio de las obligaciones aceptadas por ambas Partes Contratantes según el artículo 15 del Convenio sobre Aviación Civil Internacional, cada una de las Partes podrá imponer o permitir que se impongan tarifas justas y razonables por el uso de aeropuertos públicos y de las instalaciones y servicios de ayuda a la navegación bajo su control, con tal de que dichas tarifas no sean superiores a las impuestas a sus aeronaves nacionales destinadas a servicios internacionales similares por el uso de dichos aeropuertos y servicios.

ARTICULO 8

A. Sobre la base de reciprocidad, cada Parte Contratante exonerará, en la máxima medida posible que sus leyes nacionales lo permitan, a la empresa aérea o empresas aéreas designadas de la otra Parte Contratante de las restricciones de importación, impuestos de aduanas, impuestos de consumo, derechos de inspección y otros impuestos o gravámenes nacionales y tasas por concepto de combustible, lubricantes, materiales técnicos fungibles, piezas de repuesto inclusive motores, equipo corriente, equipo terrestre, provisiones y otros artículos que hayan de usarse sólo en relación con la operación o servicios de mantenimiento y suministro de las aeronaves de las empresas aéreas de la otra Parte Contratante dedicadas al servicio aéreo internacional. Las exoneraciones estipuladas conforme a este apartado se aplicarán a los artículos:

(1) Introducidos en el territorio de una Parte Contratante por o a nombre de una de las empresas aéreas designadas de la otra Parte Contratante;

(2) Retenidos a bordo de una aeronave de la empresa aérea designada de una Parte Contratante al llegar al territorio de la otra Parte Contratante o al salir del mismo; o

(3) Embarcados a bordo de una aeronave de la empresa aérea designada de una Parte Contratante en el territorio de la otra y para ser usados en el servicio aéreo internacional;

aunque estos artículos sean o no usados o consumidos totalmente dentro del territorio de la Parte Contratante que otorgue la exoneración.

B. Las exoneraciones previstas en este Artículo también se concederán en los casos en que la empresa aérea o empresas aéreas designadas de una Parte Contratante hayan concertado acuerdos con otra u otras empresas aéreas para prestar o transferir en el territorio de la otra Parte Contratante los artículos especificados en el Apartado A, siempre que dicha o dichas empresas aéreas gocen igual-

mente de tales exoneraciones concedidas por la otra Parte Contratante.

ARTICULO 9

A. Las empresas aéreas de cada Parte Contratante que presten servicios en cualquiera de las rutas estipuladas en este Acuerdo disfrutarán de una justa y equitativa igualdad de oportunidades.

B. En la explotación de los servicios aéreos descritos en este Acuerdo por las empresas aéreas de cualquiera de las Partes Contratantes se tomarán en consideración los intereses de las empresas aéreas de la otra Parte Contratante, a fin de no afectar indebidamente los servicios que éstas últimas presten en la totalidad o en parte de las mismas rutas.

C. Los servicios ofrecidos al público por las empresas aéreas que operen de conformidad con este Acuerdo deberán guardar estrecha relación con las necesidades del público en tales servicios.

D. Los servicios que preste una empresa aérea designada conforme al presente Acuerdo tendrán como objetivo primario el proporcionar capacidad adecuada a las necesidades del tráfico entre el país de su nacionalidad y los países de destino final del tráfico. El derecho a embarcar o desembarcar, en dichos servicios, tráfico internacional destinado a terceros países o procedente de ellos en algún punto o puntos de las rutas especificadas en este Convenio se ejercerá conforme a los principios generales de una evolución ordenada del tráfico, que ambas Partes Contratantes aceptan, y estará sujeto al principio general de que la capacidad de transporte aéreo debe guardar relación con:

(1) Las necesidades del tráfico entre el país de origen y los países a donde va destinado finalmente el tráfico;

(2) Las necesidades del servicio de las líneas aéreas directas; y

(3) Las necesidades del tráfico de la región por donde pasa la línea aérea, después de tomar en consideración los servicios locales y regionales.

E. Sin perjuicio del derecho de cada Parte Contratante de imponer las condiciones uniformes para la utilización de aeropuertos y servicios e instalaciones aeroportuarias de conformidad con el artículo 15 del Convenio sobre Aviación Civil Internacional, ninguna de las Partes Contratantes impondrá restricciones unilateralmente a la empresa o empresas aéreas de la otra Parte Contratante en lo que respecta a la capacidad, la frecuencia, la programación de rutas y el tipo de aeronave que se use en relación con los servicios prestados en las rutas estipuladas en el Cuadro de Rutas anejo a este Acuerdo. En caso de que una de las Partes Contratantes considere que el servicio prestado por una empresa aérea de la otra Parte Contratante no se ajustase a las normas y principios estipulados en este Artículo, podrá solicitar consultas conforme al Artículo 12 de este Acuerdo, a fin de examinar las operaciones en cuestión para determinar si las mismas están de conformidad con dichas normas y principios.

ARTICULO 10

A. Todas las tarifas que haya de aplicar una empresa aérea de una Parte Contratante por transportes a o desde el territorio de la otra Parte Contratante serán establecidas a niveles razonables teniendo en cuenta todos los factores relevantes, tales como costo de la operación, obtención de ganancias razonables, tarifas percibidas por otras empresas aéreas, así como las características de cada servicio. Dichas tarifas tendrán que ser aprobadas por las Autoridades Aeronaúticas de las Partes Contratantes, quienes, dentro de los límites de su competencia legal, deberán proceder de acuerdo con las obligaciones que les impone el presente Acuerdo.

B. Toda tarifa que una empresa aérea de cualquiera de las Partes Contratantes se proponga aplicar para el transporte a o desde el territorio de la otra Parte Contratante deberá presentarse, caso de ser requerida, ante las Autoridades Aeronaúticas de la otra Parte Contratante, al menos treinta (30) días antes de la fecha en que se

propone ponerla en vigor, a menos que la Parte Contratante que debe ser informada admita que la presentación se haga en un plazo de tiempo menor. Las Autoridades Aeronaúticas de cada Parte Contratante harán todo lo posible para asegurar que las tarifas fijadas y cobradas se ajusten a las presentadas a la Parte Contratante competente y que ninguna empresa aérea haga descuento alguno sobre estas tarifas por cualquier medio, directo o indirecto, incluyendo el pago de comisiones excesivas a los agentes.

C. Ambas Partes Contratantes reconocen que en cualquier periodo para el cual alguna de las Partes Contratantes haya aprobado los procedimientos de la Conferencia de Tráfico de la Asociación Internacional de Transporte Aéreo, o de otra asociación de transportistas aéreos internacionales, todos los acuerdos sobre tarifas concluidos por dicho procedimiento que afecten a una o más empresas de esta Parte Contratante quedarán sometidos a la aprobación de las Autoridades Aeronaúticas de esa Parte Contratante.

D. Si al recibir la notificación que se menciona en el apartado B de este articulo, las Autoridades Aeronaúticas de una Parte Contratante no están conformes con la tarifa propuesta, deberán notificarlo a la otra Parte Contratante al menos quince (15) dias antes de la fecha en que dicha tarifa tendria que entrar en vigor, y las Partes Contratantes tratarán de ponerse de acuerdo sobre la tarifa apropiada.

E. Si al examinar una tarifa en vigor para el transporte a o desde el territorio de una Parte Contratante fijada por una empresa o empresas aéreas de la otra Parte Contratante, las Autoridades Aeronaúticas de una Parte Contratante no estuvieran conformes con tal tarifa, deberán notificarlo a la otra Parte Contratante y ambas Partes Contratantes tratarán de ponerse de acuerdo sobre la tarifa apropiada.

F. En el caso de que se llegue a un acuerdo de conformidad con los procedimientos previstos en los párrafos D o E, cada Parte Contratante hará todo lo posible para poner

en vigor la tarifa acordada.

G. Si,

(1.) de acuerdo con los supuestos previstos en el párrafo D, no es posible llegar a un acuerdo antes de la fecha en que dicha tarifa tendría que entrar en vigor, o

(2) de acuerdo con los supuestos previstos en el párrafo E, no se pudiese llegar a un acuerdo dentro de los sesenta (60) días siguientes a la fecha de la notificación,

las Autoridades Aeronáuticas de la Parte Contratante que se opuso a dicha tarifa podrán adoptar entonces las medidas que estimen necesarias para impedir la inauguración o la continuación del servicio en cuestión con la tarifa objeto de controversia, siempre que las Autoridades Aeronáuticas de la Parte Contratante que se opuso a dicha tarifa no requieran la aplicación de una tarifa mayor que la tarifa más baja aplicada por su propia empresa o empresas aéreas para un servicio comparable entre los mismos puntos.

H. Cuando, en cualquiera de los supuestos previstos en los párrafos D y E, las Partes Contratantes, tras consultas iniciadas por cualquiera de ellas, no puedan ponerse de acuerdo, dentro de un plazo razonable, sobre la tarifa apropiada, se aplicarán las disposiciones contenidas en el Artículo 13 del presente Acuerdo. El tribunal arbitral, al pronunciar su decisión o laudo, deberá guiarse por los principios establecidos en este Artículo.

ARTICULO 11

La venta de transporte aéreo y la conversión y transferencia de ingresos se regirá por las siguientes disposiciones:

A. Cada empresa aérea designada tendrá derecho a dedicarse a la venta de transporte aéreo, directamente o a través de sus agentes, en el territorio de la otra Parte Contratante. La empresa aérea en cuestión tendrá derecho a vender este transporte y cualquier persona podrá comprar libremente tal transporte en la moneda de ese país o en monedas libremente convertibles de otros países.

B. La fijación de una tarifa en la moneda de curso legal de una de las Partes Contratantes será establecida por un importe que refleje el tipo de cambio real (incluyendo en el mismo comisiones y demás gravámenes) al cual las empresas aéreas de ambas Partes puedan convertir y transferir los ingresos de sus operaciones de transporte en la moneda de curso legal de la otra Parte Contratante.

C. Cada empresa aérea designada tendrá derecho a convertir y transferir a su país la parte de los ingresos obtenidos localmente que exceda de las sumas desembolsadas localmente. Se permitirá con prontitud y sin restricciones dicha conversión y transferencia al tipo de cambio vigente para la venta de transporte aéreo en el momento en que tales ingresos sean presentados para su conversión y transferencia, y estarán libres de impuestos en la máxima medida permitida por la ley nacional. Si una de las Partes Contratantes no dispone de una moneda convertible y requiere la presentación de solicitudes para hacer la conversión y transferencia, las empresas aéreas de la otra Parte Contratante podrán presentar tales solicitudes incluso semanalmente, sin que se les pueda exigir una documentación discriminatoria o excesivamente complicada.

ARTICULO 12

Cualquiera de las Partes Contratantes podrá solicitar en todo momento la celebración de consultas acerca de la interpretación, aplicación o modificación de este Acuerdo. Dichas consultas comenzarán dentro de un periodo de sesenta (60) días contados a partir de la fecha en que la otra Parte Contratante haya recibido la petición.

ARTICULO 13

A. Cualquier divergencia relativa al contenido de este Acuerdo que no se resolviera satisfactoriamente mediante consultas, será sometida a arbitraje a petición de cualquiera de las Partes, de conformidad con el procedimiento previsto a continuación.

B. El arbitraje será efectuado por un tribunal de tres árbitros constituído de la manera siguiente:

(1) Cada una de las Partes Contratantes designará un árbitro dentro de un plazo de sesenta (60) días contados a partir de la fecha de entrega de una solicitud de arbitraje por cualquiera de las Partes Contratantes a la otra Parte Contratante. Dentro de los treinta (30) días siguientes a dicho periodo de sesenta (60) días, los dos árbitros así nombrados se pondrán de acuerdo para la designación de un tércer árbitro que no podrá ser súbdito de ninguna de las Partes Contratantes.

(2) Si cualquiera de las Partes Contratantes dejase de nombrar un árbitro, o si no se llegase a un acuerdo sobre el nombramiento de un tércer árbitro de conformidad con los terminos del párrafo (1), cualquiera de las Partes Contratantes podrá solicitar del Presidente del Consejo de la Organización de Aviación Civil Internacional la designación del árbitro o árbitros que fuesen necesarios.

C. Cada Parte Contratante, de acuerdo con sus leyes nacionales, hará todo lo posible para ejecutar cualquier decisión o laudo del tribunal arbitral.

D. Los gastos ocasionados por el tribunal arbitral, incluyendo honorarios y gastos de los árbitros, serán satisfechos por partes iguales por las Partes Contratantes.

ARTICULO 14

Este Acuerdo y todas sus enmiendas serán registrados en la Organización de Aviación Civil Internacional.

ARTICULO 15

Cualquiera de las Partes Contratantes podrá, en cualquier momento, notificar a la otra Parte Contratante su deseo de terminar el presente Acuerdo. Esta notificación se comunicará simultáneamente a la Organización de Aviación Civil Internacional. La denuncia surtirá efecto doce (12) meses -

después de la fecha en que reciba la notificación la otra Parte Contratante, a menos que dicha notificación se retire por acuerdo mutuo antes de la expiración de dicho plazo. Si la otra Parte Contratante no acusase recibo de dicha notificación, ésta se consideraría recibida catorce (14) días después de que la Organización de Aviación Civil Internacional haya recibido la notificación.

ARTICULO 16

El presente Acuerdo entrará en vigor provisionalmente en el momento de su firma y definitivamente en el momento en que ambas Partes se hayan notificado mutuamente, mediante Canje de Notas Diplomáticas, el cumplimiento de sus respectivas formalidades constitucionales.

En fe de lo cual, los abajo firmantes, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Acuerdo.

Hecho en Madrid por duplicado, en los idiomas español e inglés, siendo igualmente auténticos ambos textos, el día 20 de febrero de 1973.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA,

HORACIO RIVERO

[SEAL]

POR EL GOBIERNO ESPAÑOL,

GREGORIO LOPEZ BRAVO DE CASTRO

[SEAL]

CUADRO DE RUTAS

A. La empresa o empresas aéreas designadas por el Gobierno de los Estados Unidos tendrán derecho a operar servicios aéreos en cada una de las rutas especificadas, en ambas direcciones y realizar escalas comerciales en España en los puntos especificados en este apartado.

1. Desde los Estados Unidos (1) (2) vía las Azores (3) y Lisboa (Portugal) (4) a Madrid, Barcelona, Málaga y Palma de Mallorca como coterminales (5).

2. Desde los Estados Unidos (1) (2) vía Azores (3) y Lisboa - (Portugal) a Madrid y Barcelona y más allá a puntos (6) en el Sur de Francia, Italia, Grecia, Argelia, Túnez, Libia, - República Arabe de Egipto, Uganda, Kenia, Tanzania, Turquía, Israel, Líbano, Jordania, Irak, Siria, Arabia Saudita, Países en la Península Arábiga, Irán, Afghanistán, Pakistán, - India y más allá (7).

NOTAS:

(1) Durante cuatro años a partir de la fecha de la firma del - acuerdo cualquier vuelo hacia y desde Miami tendrá que hacer escala en San Juan.

(2) Los vuelos que sirven Miami o San Juan no pueden servir - puntos en España excepto Madrid.

(3) Sólo un aeropuerto en las Azores puede ser servido en cualquier vuelo.

(4) Sin derechos de tráfico entre Portugal (incluyendo las Azores) y Málaga y entre Portugal (incluyendo las Azores) y - Palma de Mallorca.

(5) No pueden ser servidos más de dos puntos en España en cualquier vuelo.

(6) Sólo puede ser servido un punto en cada país excepto en Libia, Turquía, Irak, Irán e India.

(7) Sin derechos de tráfico entre España y puntos más allá de la India.

(8) Los servicios puros de carga no pueden servir puntos más - allá de España excepto Roma sin derechos de tráfico entre España y Roma.

TIAS 7725

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(9) En ninguna de las rutas se conceden derechos para - transportar tráfico local, de conexión o de "stop-over" entre puntos en España.

B. La empresa o empresas aéreas designadas por el Gobierno de España tendrán derecho a operar servicios aéreos en cada una de las rutas especificadas, en ambas direcciones y realizar escalas comerciales en los Estados Unidos en los puntos especificados en este apartado.

1. Desde España a los puntos coterminales Boston, Nueva York y Washington/Baltimore (1).
2. Desde España a San Juan (Puerto Rico) y Miami (2) y
   a) Más allá de San Juan a puntos (3) en Haití, Jamaica, países de habla española en el Caribe y Méjico.
   b) Más allá de San Juan a puntos (3) en Haití, Jamaica, países de habla española en el Caribe, Guatemala, Honduras, Nicaragua, El Salvador, Costa Rica y Panamá, y
   c) Mas allá de San Juan a puntos (3) en Trinidad y Tobago, Curasao, Venezuela, Colombia, Ecuador, Perú Bolivia y Chile.

NOTAS:

(1) No pueden ser servidos más de dos puntos en los Estados Unidos en cualquier vuelo. Sólo puede ser servido un aeropuerto en el area de Washington/Baltimore. El Gobierno de España notificará al Gobierno de los Estados Unidos el aeropuerto elegido antes del comienzo del servicio.

(2) Durante cuatro años a partir de la fecha de la firma del acuerdo cualquier vuelo hacia y desde Miami tendrá que hacer escala en San Juan.

(3) Sólo puede ser servido un punto en cada pais excepto en Venezuela, Colombia y Ecuador.

(4) Los servicios puros de carga con destino sólo a Nueva York pueden ser operados via un punto en Canadá sin derecho de tráfico entre Canadá y Nueva York.

(5) En ninguna de las rutas se conceden derechos para - transportar tráfico local, de conexión o de "stop-over" entre puntos en los Estados Unidos.

C. Excepto en los casos indicados, pueden omitirse puntos en cualquiera de las rutas especificadas en cualquiera o en todos los vuelos, a opción de la empresa o empresas aéreas designadas.

ETHIOPIA

Treaty of Amity and Economic Relations: Termination of Exchange of Notes Concerning Administration of Justice

Agreement effected by exchange of notes
Signed at Addis Ababa September 16, 1965, and October 20, 1972;
Ratification advised by the Senate of the United States of America March 27, 1973;
Ratified by the President of the United States of America April 25, 1973;
Confirmation note on behalf of the United States of America dated at Addis Ababa May 3, 1973;
Proclaimed by the President of the United States of America September 21, 1973;
Entered into force May 3, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

By an exchange of notes of September 16, 1965 and October 20, 1972 the Government of the United States of America and the Government of Ethiopia entered into an agreement relating to the termination of notes exchanged on September 7, 1951 concerning the administration of justice and constituting an integral part of the treaty of amity and economic relations between the United States of America and Ethiopia, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of March 27, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the agreement;

The agreement was duly ratified by the President of the United States of America on April 25, 1973, pursuant to the advice and consent of the Senate;

The agreement entered into force on May 3, 1973, the date of a Note of Confirmation from the Government of the United States of America to the Imperial Ethiopian Government;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the agreement effected by exchange of notes of September 16, 1965 and October 20, 1972 to the end that it shall be observed and fulfilled with good faith on and after May 3, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

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

By the President:

RICHARD NIXON

KENNETH RUSH
Acting Secretary of State

The Ethiopian Minister of State for Foreign Affairs to the American Ambassador

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የውጭ ፡ ጉዳይ ፡ ሚኒስቴር ፡

Imperial Ethiopian Government
Ministry of Foreign Affairs

ቁጥር ፡ 219-62-49-
16 SEP 1965
አዲስ ፡ አበባ ፡ _____ ቀን ፡ _____ ዓ.ም ፡
Addis Ababa

EXCELLENCY:

I have the honour to refer to the Treaty of Amity and Economic Relations between Ethiopia and the United States of America, signed at Addis Ababa on September 7, 1951, [1] and to propose that the notes concerning the administration of justice which were exchanged on the same date, and which are an integral part of that treaty, be terminated.

If the foregoing meets with the approval of the Government of the United States of America, it is proposed that this note and Your Excellency's reply agreeing thereto shall constitute an agreement between Ethiopia and the United States of America, which shall enter into force on the date of your reply.

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

KETEMA YIFRU

[SEAL]

Ketema Yifru
Minister of State
For Foreign Affairs

His Excellency EDWARD M. KORRY
Ambassador of the United States
of America,
Addis Ababa.

[1] TIAS 2864; 4 UST 2134.

The American Ambassador to the Ethiopian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

ADDIS ABABA *October 20, 1972*

EXCELLENCY:

I have the honor to refer to the Note of September 16, 1965 from the Ministry of Foreign Affairs which refers to the Treaty of Amity and Economic Relations between the United States of America and Ethiopia, signed at Addis Ababa on September 7, 1951, and proposes that the Notes of the same date accompanying that Treaty and concerning the Administration of Justice be terminated.

Upon instruction of my government I have the honor to state that the United States agrees to the termination of the above-mentioned exchange, such termination to be effected on the date of a Note of Confirmation [1] to be presented to the Imperial Ethiopian Government by the Government of the United States of America at the earliest possible time.

The Government of the United States of America for its part has the honor to inform the Imperial Ethiopian Government that pending transmission of its aforecited Note of Confirmation it would not expect these provisions to be invoked. The Government of the United States of America takes note of the Imperial Ethiopian Government's views thereon, agrees that these provisions do not accord with current international practice and would advise United States citizens wishing to invoke them accordingly, should the issue arise during the interim period.

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

E. ROSS ADAIR

E. Ross Adair
American Ambassador

His Excellency
Dr. MENASSIE HAILE
Minister of Foreign Affairs
Imperial Ethiopian Government
Addis Ababa

[1] May 3, 1973. Not printed.

MULTILATERAL

Protection of Industrial Property

Articles 1 through 12 of the convention done at Stockholm July 14, 1967.
Ratification advised by the Senate of the United States of America February 28, 1970;
Ratified by the President of the United States of America May 8, 1973;
Ratification of the United States of America deposited with the Director General, World Intellectual Property Organization, May 22, 1973;
Proclaimed by the President of the United States of America October 13, 1973;
Entered into force with respect to the United States of America August 25, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Paris Convention for the Protection of Industrial Property was revised at Stockholm on July 14, 1967;

The Senate of the United States of America by its resolution of February 28, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the revised Convention;

The entry into force on September 5, 1970 for the United States of America of all provisions of the revised Convention, except Articles 1 through 12, was proclaimed on August 12, 1970, the complete text of the Convention, including Articles 1 through 12, being included in the proclamation document; [1]

On May 8, 1973 I ratified Articles 1 through 12 of the revised Convention;

[1] TIAS 6923; 21 UST 1583.

The United States of America deposited its instrument of ratification of Articles 1 through 12 of the revised Convention on May 22, 1973 and notification of such deposit was given on May 25, 1973 by the Director General of the World Intellectual Property Organization, in accordance with the provisions of Article 20(2)(c);

Pursuant to the provisions of Article 20(2)(c) of the revised Convention, the provisions of Articles 1 through 12 of the revised Convention entered into force for the United States of America on August 25, 1973, three months after the date of notification by the Director General of the World Intellectual Property Organization of the deposit of ratification by the United States of America;

NOW, THEREFORE, I Richard Nixon, President of the United States of America, proclaim and make public the entry into force of Articles 1 through 12 of the revised Convention, to the end that they shall be observed and fulfilled with good faith on and after August 25, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirteenth day of October in the year of our Lord one thousand nine hundred seventy-
[SEAL] three and of the Independence of the United States of America the one hundred ninety-eighth.

RICHARD NIXON

By the President:
HENRY A. KISSINGER
Secretary of State

FRANCE

Certificates of Airworthiness for Imported Aircraft

Agreement effected by exchange of notes
Signed at Paris August 29 and September 26, 1973;
Entered into force September 26, 1973.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 139

PARIS, *August 29, 1973.*

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications and in the course of which the two delegations have agreed to take the appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have also reached an agreement as set out below. This agreement does not relate to noise abatement and anti-pollution requirements which will be the subject of different negotiations.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in Paragraph 3 of this Agreement when such products or components are produced in the territory of one Contracting Party (hereinafter referred to as the "exporting State") and exported to the territory of the other Contracting Party (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting Parties have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2. a. If the aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which may have been prescribed by the importing

State under Paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

b. In case of a product produced in another State with which both Contracting Parties have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are products in the exporting State for export and use on products which are or may be certificated or approved in the importing State, if the aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own aeronautical authorities. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgment of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by the applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The aeronautical authorities of the importing State shall promptly advise the aeronautical authorities of the exporting State of any such additional requirements.

5. The aeronautical authorities of each Contracting Party shall keep the aeronautical authorities of the other Contracting Party fully informed of all mandatory airworthiness modifications and special

inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the jurisdiction of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved. They shall also assist in analyzing those major incidents occurring on products to which this Agreement applies and which are such as would raise technical questions regarding the airworthiness of such products.

7. The aeronautical authorities of each Contracting Party shall keep the aeronautical authorities of the other Contracting Party currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the aeronautical authorities of the Contracting Party whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Products" means aircraft, engines, propellers and appliances;

(b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

(c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor:

(d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part or sub-assembly not covered in (b), (c), (d), or (e) for use on civil aircraft, engines, propellers or appliances;

(g) "Produced in the territory of one Contracting Party" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State; and

(h) "Applicable laws, regulations and requirements" means those airworthiness laws, regulations and requirements applicable

on the date of the airworthiness laws, regulations and requirements applied to the certification of the product in the exporting State.

10. The aeronautical authorities of each Contracting Party shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement.

11. For the purpose of the present Agreement the term "aeronautical authorities" shall mean, in the case of France, "le Secrétariat Général à l'Aviation Civile", and in the case of the United States "the Federal Aviation Administration" of the Department of Transportation. Each Contracting Party shall advise the other Contracting Party of any change in the name of the body authorized to perform the functions of its aeronautical authorities.

12. Each Contracting Party may give notice to the other Contracting Party, through diplomatic channels, of its desire to terminate this Agreement. The Agreement shall terminate twelve months after receipt of the notice by the other Contracting Party, unless, by agreement between the Contracting Parties, the notice is withdrawn before the expiry of that period.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes signed at Paris August 6 and December 14, 1956.[1]

Upon the receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the French Republic, the Government of the United States of America will consider that the present note and your reply thereto constitute an agreement between our two Governments on this subject which will enter into force on the date of your reply.

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

GALEN L. STONE

Chargé d'Affaires ad interim

His Excellency
MICHEL JOBERT,
Minister for Foreign Affairs,
Paris.

[1] TIAS 3736; 8 UST 33.

The French Secretary General, Ministry of Foreign Affairs, to the American Ambassador

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

REPUBLIQUE FRANÇAISE

PARIS, LE *26 Septembre 1973*

MONSIEUR L'AMBASSADEUR,

Vous avez bien voulu m'adresser en date du 29 août 1973 une lettre dont la teneur est la suivante:

"J'ai l'honneur de me référer aux conversations qui ont eu lieu entre des représentants de nos deux Gouvernements en ce qui concerne la reconnaissance réciproque des certifications de navigabilité et au cours desquelles les deux délégations sont convenues de prendre les mesures appropriées nécessaires pour tendre vers des objectifs de sécurité communs et établir des normes aussi voisines que possible.

Je comprends que nos deux Gouvernements sont également convenus de l'accord ci-après. Cet accord ne s'applique pas à la réduction du bruit et aux règlementations visant à diminuer la pollution qui feront l'objet de négociations différentes.

1. Le présent Accord est applicable aux produits de l'Aéronautique Civile désignés ci-après "produits" ainsi qu'à certains éléments d'aéronef visés au paragraphe 3 du présent Accord, lorsque ces produits ou éléments sont fabriqués sur le territoire de l'une des Parties Contractantes désignée ci-après "Etat exportateur" et exportés vers le territoire de l'autre Partie Contractante désignée ci-après "Etat importateur," ainsi qu'aux produits fabriqués dans un Etat tiers avec lequel chacune des Parties Contractantes a conclu un accord de portée similaire pour la reconnaissance réciproque des certifications de navigabilité.

2. a) Si les Autorités aéronautiques de l'Etat exportateur certifient qu'un produit fabriqué dans ledit Etat est conforme soit à la législation, aux règlements et aux exigences en vigueur en la matière dans l'Etat exportateur ainsi qu'à toutes exigences additionnelles qui auraient été notifiées par l'Etat importateur confor-

mément au paragraphe 4 du présent Accord, soit à la législation, aux règlements et aux exigences en vigueur en la matière dans l'Etat importateur et qui seraient déclarées par cet Etat importateur comme étant applicables dans ce cas particulier, l'Etat importateur considèrera une telle certification comme ayant la même validité que si elle avait été émise par ses propres Autorités aéronautiques conformément à la législation, aux règlements et aux exigences en vigueur en la matière dans cet Etat.

b) S'agissant d'un produit fabriqué dans un Etat tiers avec lequel chacune des Parties Contractantes a conclu un accord de portée similaire pour la reconnaissance réciproque des certifications de navigabilité, si les Autorités aéronautiques de l'Etat exportant le produit fournissent une certification indiquant que ledit produit est conforme à une définition couverte par un certificat ou une approbation délivré par l'Etat importateur et certifient que ce produit est dans un état de navigabilité qui convient, l'Etat importateur considèrera une telle certification comme ayant la même validité que si elle avait été émise par ses propres Autorités aéronautiques conformément à la législation, aux règlements et aux exigences en vigueur en la matière dans cet Etat.

3. S'agissant d'éléments d'aéronef fabriqués dans l'Etat exportateur pour être exportés et utilisés sur des produits certifiés ou approuvés ou devant l'être par l'Etat importateur, si les Autorités aéronautiques de l'Etat exportateur certifient que l'élément d'aéronef est conforme à la définition technique correspondante et satisfait aux conditions d'essai et de contrôle de qualité correspondantes qui ont été notifiées à l'Etat exportateur par l'Etat importateur, l'Etat importateur considèrera cette certification comme ayant la même validité que si elle émanait de ses propres Autorités aéronautiques. La présente disposition ne s'appliquera qu'aux éléments qui sont fabriqués par un industriel de l'Etat exportateur dans le cadre d'un accord passé entre cet industriel et l'industriel fabriquant le produit dans l'Etat importateur. En outre, la présente disposition ne s'appliquera que dans les cas où, de l'avis de l'Etat importateur, l'élément est d'une complexité telle que la vérification de la conformité et le contrôle de qualité ne peuvent intervenir facilement à l'occasion du montage de l'élément sur le produit.

4. Les Autorités aéronautiques de l'Etat importateur auront le droit de subordonner leur reconnaissance de toute certification émise par les Autorités aéronautiques de l'Etat exportateur, à l'observation de toute exigence additionnelle que l'Etat importateur considère comme nécessaire pour être assuré que le produit atteint un niveau de sécurité équivalent à celui auquel conduirait l'application de la législation, des règlements et des exigences en vigueur en la matière pour un produit similaire fabriqué dans l'Etat importateur. Les

Autorités aéronautiques de l'Etat importateur aviseront aussi rapidement que possible les Autorités aéronautiques de l'Etat exportateur de toutes exigences additionnelles ainsi imposées.

5. Les Autorités aéronautiques de chacune des Parties Contractantes tiendront les Autorités aéronautiques de l'autre Partie Contractante pleinement informées de toutes les modifications de navigabilité impératives et de tous les contrôles spéciaux qu'elles estimeront nécessaire d'appliquer aux produits importés ou exportés et qui sont couverts par le présent Accord.

6. Les Autorités aéronautiques de l'Etat exportateur devront, en ce qui concerne les produits fabriqués dans ledit Etat, coopérer avec les Autorités aéronautiques de l'Etat importateur en vue de déterminer si des modifications majeures ou des réparations importantes faites sous le contrôle de l'Etat importateur sont conformes à la législation, aux règlements et aux exigences en vertu desquels le produit a été certifié ou approuvé à l'origine. Elles coopèreront également pour l'analyse des incidents importants survenus à des produits couverts par le présent Accord et de nature à soulever des questions techniques en ce qui concerne la navigabilité de ces produits.

7. Les Autorités aéronautiques de chacune des Parties Contractantes tiendront les Autorités aéronautiques de l'autre Partie Contractante constamment informées de la législation, des règlements et des exigences en la matière dans leur Etat.

8. En cas de divergence d'interprétation de la législation, des règlements et des exigences en matière de certifications ou d'approbations données conformément au présent Accord, l'interprétation des Autorités aéronautiques de la Partie Contractante dont la législation, la règlementation ou les exigences sont soumises à interprétation, prévaudra.

9. Pour l'application du présent Accord:

a) "produit" signifie aéronef, moteur, hélice et équipement;

b) "aéronef" signifie un aéronef civil de toute catégorie, qu'il soit utilisé pour le transport public ou à d'autres fins et s'entend également des pièces nécessaires aux rechanges et aux modifications;

c) "moteur" signifie un moteur destiné à un aéronef tel que défini au b) et s'entend également des pièces nécessaires aux rechanges et aux modifications;

d) "hélice" signifie les hélices destinées à un aéronef tel que défini au b) et s'entend également des pièces nécessaires aux rechanges et aux modifications;

e) "équipement" signifie tout instrument, dispositif, mécanisme, appareil ou accessoire utilisé ou pouvant être utilisé pour l'exploitation d'un aéronef en vol, qu'il soit installé ou destiné à être installé dans l'aéronef, tel que défini au b), mais qui ne fait pas partie d'une cellule, d'un moteur ou d'une hélice, et il s'entend également des pièces nécessaires aux rechanges et aux modifications;

f) "élément d'aéronef" signifie un matériau, un composant ou un sous-ensemble n'entrant pas dans les définitions (b), (c), (d), (e) ci-dessus et destiné à un aéronef civil, à des moteurs, à des hélices ou à des équipements;

g) "fabriqué sur le territoire d'une Partie Contractante" signifie que le produit ou l'élément d'aéronef est dans son ensemble fabriqué dans l'Etat exportateur même si des portions en ont été fabriquées dans un autre Etat;

h) "législation, règlements et exigences en vigueur en la matière" signifie la législation, les règlements et les exigences en vigueur en matière de navigabilité à la date de l'application de toute législation, tout règlement ou toute exigence en vigueur en matière de navigabilité pour la certification du produit dans l'Etat exportateur.

10. Les Autorités aéronautiques de chacune des Parties Contractantes conclueront entre elles tous arrangements qui pourront s'avérer nécessaires à l'application du présent Accord en ce qui concerne les procédures.

11. Pour l'application du présent Accord, l'expression "Autorités aéronautiques" s'entendra, en ce qui concerne la France, du "Secrétariat Général à l'Aviation Civile" et, en ce qui concerne les Etats-Unis, de la "Federal Aviation Administration" of the Department of Transportation. Chaque Partie Contractante avisera l'autre Partie Contractante de tout changement dans l'appellation de l'organisme ayant pouvoir d'assumer les fonctions d'Autorités aéronautiques.

12. Chaque Partie Contractante peut notifier à l'autre Partie Contractante par la voie diplomatique son désir de dénoncer le présent Accord. L'Accord prendra fin douze mois après réception de la notification par l'autre Partie Contractante à moins que par accord entre les Parties Contractantes la notification ait été retirée avant l'expiration de ce délai.

13. Le présent Accord annule et remplace l'Accord entre nos deux Gouvernements pour la validation réciproque des certificats de navigabilité qui a fait l'objet de l'échange de notes signé à Paris les 6 août et 14 décembre 1956.

Sur réception d'une note de Votre Excellence indiquant que les dispositions qui précèdent ont reçu l'agrément du Gouvernement de la République française, le Gouvernement des Etats-Unis d'Amérique considèrera que la présente note et votre réponse à celle-ci constituent un Accord sur ce sujet entre nos deux Gouvernements qui entrera en vigueur à la date de votre réponse."

J'ai l'honneur de vous faire savoir que les dispositions qui précèdent rencontrent le plein accord du Gouvernement de la République française./.

TIAS 7728

30-236 O - 75 - 59

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

[SEAL] GEOFFROY DE COURCEL

S.E. Monsieur JOHN N. IRWIN II,
Ambassadeur des Etats-Unis d'Amérique
à Paris

Translation

MINISTRY OF FOREIGN AFFAIRS FRENCH REPUBLIC

PARIS, *September 26, 1973*

MR. AMBASSADOR:

You were good enough to transmit to me a note dated August 29, 1973, reading as follows:

[For the English language text, see p. 2142.]

I have the honor to inform you that the Government of the French Republic fully concurs in the foregoing provisions.

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

[SEAL] GEOFFROY DE COURCEL

The Honorable
JOHN N. IRWIN II,
Ambassador of the
United States of America,
Paris.

HONG KONG

Trade in Cotton Textiles

Agreement amending and extending the agreement of December 17, 1970, as amended.
Effected by exchange of notes
Signed at Hong Kong September 18, 1973;
Entered into force September 18, 1973.
With related letters
Signed at Hong Kong October 5 and 11, 1973.

The American Consul General to the Hong Kong Director, Commerce and Industry Department

AMERICAN CONSULATE GENERAL

No. 13 HONG KONG, *September 18, 1973*

SIR:

I refer to the discussions between our two Governments in Geneva on June 28 and July 31, 1973, and in Hong Kong on August 30, 1973, concerning the Bilateral Cotton Textile Agreement of December 17, 1970, as amended. [1] In view of these discussions, I wish to propose that the abovementioned agreement be further amended as provided in the following paragraphs:

A. Paragraph 1 shall be amended to read:

"The term of this agreement shall be from October 1, 1970, through September 30, 1974, subject to a review within ninety days of the conclusion of a new multilateral textiles arrangement.

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[1] TIAS 7012, 7267; 21 UST 2699; 23 UST 6.

During the term of this agreement the Government of Hong Kong shall limit annual exports of cotton textiles from Hong Kong to the United States to aggregate, group, and specific limits at the levels specified in paragraphs 2, 3, 4 (including Annex A) and 6, adjusted in accordance with the growth formula setout in paragraph 7. In addition, for the twelve-month period from October 1, 1973 to September 30, 1974, the level of exports governed by paragraphs 2, 3, 4 (including Annex A) and 6 of the agreement shall be increased by a further 2 percent over the preceding twelve-month period."

B. The last sentences in Annex A, paragraph B, shall be amended to read as follows:

Group I

"For the fourth agreement year the pool shall be 10,811,723 square yards equivalents."

Group II

"For the fourth agreement year the pool shall be 12,274,162 square yards equivalent."

Group III

"For the fourth agreement year the pool shall be 2,441,352 square yards equivalent."

If this proposal is acceptable to the Government of Hong Kong, this note and your note of acceptance on behalf of the Government of Hong Kong will constitute an agreement between our two Governments.

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

DAVID L. OSBORN

The Honorable
E. P. Ho
Director,
Commerce and Industry Department,
Hong Kong

The Hong Kong Director of Commerce and Industry to the American Consul General

工商署
工商業管理處
消防大廈
香港干諾道中四十六號

COMMERCE & INDUSTRY DEPARTMENT
FIRE BRIGADE BUILDING,
40, CONNAUGHT ROAD, CENTRAL,
HONG KONG.

本署檔號 OUR REF.: CR/EIC 110/5/3/111
來函檔號 YOUR REF.:
電話 TEL.: 5-223968
電報掛號 TELEGRAMS: "CANDIHONG" HONG KONG.

18th SEPTEMBER, 1973

SIR,

I refer to your letter of today's date, proposing an amendment to the US/Hong Kong Cotton Textile Agreement of 17th December, 1970, and confirm that it is acceptable to my Government.

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

E P Ho

(E.P. Ho)
Director of Commerce & Industry

DAVID L. OSBORN, Esq.,
Consul-General,
American Consulate-General,
26 Garden Road,
Hong Kong.

[RELATED LETTERS]

HONG KONG, *October 5, 1973*

SIR:

I refer to recent consultations in Geneva and Hong Kong between representatives of our two Governments. I am pleased to confirm the

understanding of my Government that, for the period from October 1, 1973, to September 30, 1974, the following consultation levels, as provided for in the cotton textile and wool and man-made fiber textile agreements in effect between our two Governments, shall apply:

1. Category 39 —600,000 dozen pairs
2. Category 211—1972/73 performance plus 5 percent. (Export performance shall be counted against Group I)
3. Category 110—505,000 square yards equivalent
4. Category 200—4,133,056 square yards equivalent
5. Category 224—For the year ending September 30, 1974, the consultation level in square yards equivalent for the following products shall be:

Product	Consultation Levels
Playsuits, sunsuits, washsuits, rompers, creepers, crawlers and similar garments.	9, 349, 626
Bodysuits/bodyshirts	5, 872, 474
Tops/vests	4, 101, 629
Swimming suits/trunks	3, 213, 268
Coveralls/overalls/jumpsuits	1, 351, 418

It is also agreed that for the period from October 1, 1972, to September 30, 1973:

(a) a further 75,000 dozen pairs could be shipped against Category 39, subject to existing group and aggregate limits still being applied; and

(b) shipments made in Category 211 shall be counted 50/50 against knit apparel categories and man-made fiber apparel categories.

Sincerely,

DAVID L. OSBORN

David L. Osborn
Consul General.

The Honorable D. H. JORDAN
Director
Commerce & Industry Department
Hong Kong

工商業管理處
香港消防大廈

COMMERCE & INDUSTRY DEPARTMENT.
FIRE BRIGADE BUILDING,
HONG KONG.

本署檔號 OUR REF.: CR.EIC 110/5/3/111
來函檔號 YOUR REF.:
電話 TEL.: 5-223968
電報掛號 TELEGRAMS: "CANDIHONG" HONG KONG

11 OCTOBER, 1973.

SIR,

I refer to your letter of 5 October, 1973 setting forth the understanding of your Government regarding certain consultation levels provided for in our cotton textile and wool and man-made fibre textile agreements, and confirm that it accords with the understanding of the Hong Kong Government in this regard.

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

D H JORDAN

(D.H. Jordan)
Director of Commerce and Industry

DAVID L. OSBORN, Esq.,
Consul-General,
American Consulate General,
26, Garden Road,
Hong Kong.

DENMARK

Alien Amateur Radio Operators

Agreement effected by exchange of notes Signed at Copenhagen October 11, 1973; Entered into force October 11, 1973.

The Danish Minister for Foreign Economic Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

Ref. No. H.2-92.D.49. COPENHAGEN, *October 11, 1973.*

YOUR EXCELLENCY,

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

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

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

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such con-

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[1] TIAS 4893; 12 UST 2633.

ditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

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

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

[SEAL] IVAR NORGAARD

His Excellency
Mr. PHILIP K. CROWE,
Ambassador of the United States of America,
Copenhagen.

The American Ambassador to the Danish Minister for Foreign Economic Affairs

No. 137 COPENHAGEN, *October 11, 1973*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of October 11, 1973, Ref. No. H.2.92.D.49, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Denmark relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

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

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

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

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

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

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

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

PHILIP K. CROWE

His Excellency
IVAR NØRGAARD
Minister for Foreign Economic Affairs
Copenhagen

MALAGASY REPUBLIC

Economic Assistance: Construction of Telephone Lines

Agreement signed at Washington July 25, 1973;
Entered into force July 25, 1973.

A.I.D. Loan No. 687-H-003

LOAN AGREEMENT
(MALAGASY REPUBLIC - TELECOMMUNICATIONS, PHASE II)
AMONG THE
UNITED STATES OF AMERICA,
THE GOVERNMENT OF THE MALAGASY REPUBLIC
AND THE
DIRECTION DES POSTES ET
TELECOMMUNICATIONS OF THE MALAGASY REPUBLIC

Dated: July 25, 1973

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LOAN AGREEMENT

Dated the 25th day of July 1973, among the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D."), the GOVERNMENT OF THE MALAGASY REPUBLIC ("Government"), and the DIRECTION DES POSTES ET TELECOMMUNICATIONS of the Malagasy Republic ("Borrower").

1. The Loan

SECTION 1.1. The Loan. Pursuant to the Foreign Assistance Act of 1961, as amended, [1] A.I.D. hereby agrees to lend Borrower an amount not to exceed One Million Two Hundred Thousand United States dollars ($1,200,000) to assist the Borrower in financing the foreign exchange costs of certain goods and services required for the Project as defined in Section 1.2. Goods and services financed hereunder are hereinafter referred to as "Eligible Items". The aggregate amount disbursed hereunder is hereinafter referred to as "Principal".

SECTION 1.2. The Project. As used in this Agreement, "Project" shall mean the acquisition of equipment and materials for and the construction and reconstruction of main telephone trunk lines and provincial and local links in the Malagasy Republic. The Project and the goods and services to be financed hereunder are described in more detail in Annex A hereto, which may be modified by written agreement of Borrower and A.I.D.

2. Terms of Repayment and Interest Rate

SECTION 2.1. Interest Rate. During the ten (10) year period immediately following the date of the first disbursement under this loan, Government shall pay to A.I.D. in United States dollars interest at the rate of two percent (2%) per annum on the unrepaid Principal and on any interest that is due and unpaid. Thereafter, Government shall pay to A.I.D. in United States dollars interest at the rate of three percent (3%) per annum on the unrepaid Principal and on any interest that is due and unpaid. Interest payments shall be due and payable semi-annually, commencing on a date to be specified by A.I.D. but in no event later than six (6) months after the date of the first disbursement hereunder. Interest shall accrue from the dates of the respective disbursements hereunder and shall be computed on the basis of a 365-day year.

SECTION 2.2. Repayment. Government shall repay the Principal to A.I.D. in United States dollars in sixty-one (61) semi-annual install-

[1] 81 Stat. 445; 86 Stat. 20; 22 U.S.C. § 2151 note.

ments, the first installment to be due and payable nine and one-half (9½) years after the first interest payment is due. A.I.D. shall provide the Government with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.3. Payment by Borrower to Government. Borrower shall pay to Government an amount equivalent to the Principal (at the rate of exchange established in accordance with Section 10.3 hereof), in such currency as is at the time of payment legal tender in the Malagasy Republic, within twenty (20) years after the date of the first disbursement hereunder, in substantially equal semi-annual installments, including a grace period of not to exceed five (5) years. Borrower shall semi-annually pay interest to Government at the rate of three and one-half per cent (3½%) per annum, commencing six (6) months after the date of the first disbursement hereunder, on the unrepaid principal payable to the Government and on any interest that is due and unpaid.

SECTION 2.4. Application and Place of Payment. All payments by Government shall be applied first to the payment of any accrued interest and then to the repayment of Principal. All such payments shall be made payable to the order of the Controller, Agency for International Development, and shall be deemed to have been paid when received by A.I.D. at Washington, D.C., or as otherwise specified by A.I.D.

SECTION 2.5. Prepayment. Government shall have the right to prepay, without penalty, on any date on which an interest payment is due, all or any part of the Principal. Any prepayment shall be first applied to the payment of any accrued interest and then to the remaining installments of Principal in the inverse order of their maturity.

3. Conditions Precedent

SECTION 3.1. Conditions Precedent to Financing. Unless A.I.D. otherwise agrees in writing, prior to the first disbursement hereunder or to the issuance of the first letter of commitment hereunder, Borrower shall furnish A.I.D. (or A.I.D. shall otherwise have received), in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Government, or of other legal counsel satisfactory to A.I.D., that this Agreement has been duly authorized or ratified by, and executed on behalf of, Government and constitutes a valid and legally binding obligation of Government in accordance with its terms;

(b) An opinion of the chief legal counsel of Borrower, or of other legal counsel satisfactory to A.I.D., that this Agreement has been duly authorized or ratified by, and executed on behalf of, Borrower and constitutes a valid and legally binding obligation of Borrower in accordance with its terms;

(c) A specimen signature of each person designated in Section 10.1 as a representative of Borrower and of Government;

(d) Evidence that Borrower has all legal powers necessary for the acquisition of all real property rights necessary to carry out the Project;

(e) Proposed arrangements for, and a chronological schedule of, the acquisition of goods and services, construction, and installation necessary to complete the Project;

(f) Cost estimates, final plans and specifications, and invitation-for-bids documents for all Eligible Items;

(g) Prior to execution, a contract or contracts with contractors satisfactory to A.I.D. for the supply of Eligible Items; and

(h) Such other information as A.I.D. may request with respect to the Project.

SECTION 3.2. Terminal Date for Fulfillment of Conditions Precedent. Except as A.I.D. may otherwise agree in writing, if the conditions required by Section 3.1 have not been completed within three (3) months of the date of the Agreement, A.I.D. may at any time thereafter give notice to Borrower and Government of termination of this Agreement. Upon such notice, Government shall repay any unrepaid Principal and any accrued interest, whereupon all other obligations of Government, Borrower, and A.I.D. under this Agreement shall cease.

4. Procurement

SECTION 4.1. Source of Procurement. Except as A.I.D. shall otherwise agree in writing, disbursements made pursuant to Section 5.1, except those for marine insurance, shall be used exclusively to finance the procurement for the project of equipment, materials and services having both their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into therefor. Marine insurance may be financed under the loan provided (i) such insurance is placed at the lowest available competitive rate in the Malagasy Republic or any country included in Code 941 of the A.I.D. Geographic Code Book, as in effect at the time of placement, and (ii) claims thereunder are payable in freely convertible currency.

SECTION 4.2. Goods and Services Not Financed Under Loan. Goods and services procured for the Project, but not financed under the loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 4.3. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Section 4.1 and 4.2 will be set forth in detail in Implementation Letters.

SECTION 4.4. Method of Procurement. No more than reasonable prices shall be paid for any Eligible Item and all such items (except

architectural, engineering, and such other professional services as A.I.D. may specify) shall be procured on a fair competitive basis. Reasonable prices (except for the foregoing professional services) should normally approximate the lowest competitive price for the Eligible Item procured, operating costs, quality, time and cost of delivery, terms of payment, and other factors considered.

SECTION 4.5. Eligibility Date. No goods or services may be financed hereunder which arise out of orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 4.6. Bid Documents and Contracts for Procurement. Unless A.I.D. otherwise agrees in writing, Borrower shall submit to A I.D. all bid invitations, plans and specifications, bid documents, proposed contracts, contract awards, and signed contracts, to which Borrower is a party, for the procurement of Eligible Items. Borrower covenants and agrees that no such bid invitation, bid document, or proposed contract shall be issued, and no such contract shall be awarded or signed, until Borrower has received written approval of such from A.I.D. Unless A.I.D. otherwise agrees in writing, no such contract shall be financed hereunder unless it and its bid invitations, plans and specifications, and bid documents have been approved in writing by A.I.D. Borrower shall obtain the written approval of A.I.D. prior to any amendment, assignment, or cancellation of any such contract.

SECTION 4.7. Publicizing Procurement. In order that American small business shall have the opportunity to participate in furnishing Eligible Items, Borrower shall, at such time prior to ordering or contracting for any Eligible Item estimate to cost more than the equivalent of five thousand United States dollars ($5,000) as A.I.D. may specify, and promptly after the award of any contract therefor costing more than the equivalent of $25,000, cause to be received by A.I.D. such information thereon as A.I.D. may require.

SECTION 4.8. Marine Insurance. If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the Government, by statute, decree, rule, or regulation, favors any insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods financed hereunder shall during the continuance of such discrimination be so insured in the United States with a company or companies authorized to do a marine insurance business in a state of the United States of America.

SECTION 4.9. Ocean Shipment.

(a) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels.

(i) at least fifty per cent (50%) of the gross tonnage of all goods financed under the loan (computed separately for dry bulk carriers, dry cargo liners and tankers) and transported on ocean

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vessels shall be transported on privately owned United States-flag commercial vessels, and

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

(b) All ocean or air charter for transport for the Project shall receive the prior written approval of A.I.D. All equipment and materials transported to the host country for use on or incorporation into the Project shall be transported on flag carrier of the host country or A.I.D. Code 941 Eligible Source Countries, unless A.I.D. determines in advance that no such carrier is available. No commodities for the Project may be transported by any medium owned, operated, or under the control of a Communist Bloc Country, or on a vessel which has been designated as ineligible by A.I.D.

SECTION 4.10. Insurance. Unless A.I.D. otherwise agrees in writing, Borrower shall cause all goods financed hereunder to be insured against risks incident to their transit to the point of their use in the Project consistent with sound commercial practice. The Borrower shall give A.I.D. prompt notice of the accrual of proceeds from insurance on any Eligible Item, whether or not such insurance was financed hereunder. Such proceeds, less the cost to Borrower of such insurance not financed hereunder, shall, unless A.I.D. otherwise agrees in writing:

(a) Be used to pay for procurement of Eligible Items in accordance with the terms of this Agreement; or

(b) Be promptly paid to A.I.D.; any such payment shall be first credited against any accrued interest and then to installments of Principal in the inverse order of their maturity.

5. Disbursements

SECTION 5.1. Letters of Commitment. To obtain disbursements Borrower may from time to time request A.I.D. to issue letters of commitment to one or more banks in the United States, designated by Borrower and satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made, through letters of credit or otherwise, to Borrower or any designee of Borrower, pursuant to such documentation as A.I.D. may prescribe. Banking charges incurred in connection with letters of commitment and disbursements shall be for the account of Borrower and may be financed hereunder.

SECTION 5.2. Other Forms of Disbursement. Disbursements may also be made through such other means as Borrower and A.I.D. may agree to in writing.

SECTION 5.3. Date of Disbursements. Disbursements hereunder shall be deemed to occur on the date on which payment by A.I.D. is

made either directly to Borrower or its designee or to a banking institution under a letter of commitment issued pursuant to Section 5.1 hereof.

SECTION 5.4. Terminal Date for Requests and for Disbursements. Except as A.I.D. may otherwise agree in writing, no letters of commitment shall be issued in response to requests received from Borrower more than eighteen (18) months after the date of this Agreement, and no disbursement shall be made against documentation received more than two (2) years after the date of this Agreement.

6. Additional Covenants and Warranties

SECTION 6.1. Execution and Completion of Project. Borrower and Government shall each cause the Project to be carried out and completed with due diligence and efficiency, providing all resources and paying all costs, which may be required in addition to those financed hereunder. Government shall from time to time make available funds for payment of such costs in a manner satisfactory to A.I.D. Borrower and Government shall each carry out the Project in conformity with sound engineering and financial practices and with any contracts, engineering, procurement, and other arrangements or schedules, plans, and specifications approved by A.I.D. Borrower and Government shall each obtain the written approval of A.I.D. prior to any material modification or cancellation of any such arrangements, plans, or specifications.

SECTION 6.2. Maintenance of Eligible Items. Borrower and Government shall each adequately maintain, repair, operate, and utilize all Eligible Items, and any construction or facility resulting from their use in accordance with sound engineering and financial practices.

SECTION 6.3. Utilization of Eligible Items. Borrower and Government each warrants that all Eligible Items shall be used exclusively for the Project. In case any goods are not fully expended through such use, the foregoing provision shall apply until such time as such goods can no longer be so used, and thereafter such goods may be utilized for any purpose at the discretion of Borrower, subject, however, to such terms and conditions as A.I.D. may impose, provided that no goods financed hereunder may be exported from the Malagasy Republic without the prior approval of A.I.D. and no Eligible Item shall at any time be used to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Book as in effect at the time of such projected use without the prior written consent of A.I.D.

SECTION 6.4. Information and Marking. Borrower and Government each warrants that it will cooperate with A.I.D. in making information concerning this loan public and in marking Eligible Items and will make appropriate arrangements to carry out A.I.D.'s instructions with respect thereto.

SECTION 6.5. Notice of Material Developments. Borrower and Government each represents and warrants that it has disclosed to A.I.D. all circumstances which may materially affect the Project utilization of Eligible Items, or the discharge of Government's or Borrower's obligations under this Agreement and each further warrants that it will inform A.I.D. of any conditions which interfere, or which it is reasonable to believe will interfere, with any of the foregoing.

SECTION 6.6. Government's Contribution. Pursuant to, but not in limitation of, Borrower's and Government's obligation to provide all resources and pay all costs which may be required in addition to those financed hereunder to carry out and complete the Project, Government shall, unless A.I.D. otherwise agrees in writing, finance all local currency costs of goods and services required for the Project.

SECTION 6.7. Continuance of Representations and Matters Furnished to Satisfy Conditions Precedent. Unless A.I.D. otherwise agrees in writing, Borrower and Government shall continue in force and effect for the life of this Agreement, exactly as originally made or furnished, any representation made or opinion or agreement furnished to satisfy a condition precedent under Section 3.1 of this Agreement.

SECTION 6.8. Management. Until payment in full of all sums due A.I.D. under this Agreement, Borrower shall provide competent and experienced personnel in numbers adequate for sound management of all its operations, whether or not financed hereunder.

SECTION 6.9. Taxes. Government warrants that this Agreement and the amount lent hereunder shall be free from, and the Principal and interest and promissory notes, if any, shall be paid without deduction for and free from, any taxation or fees imposed under any laws in effect within the Malagasy Republic. No taxes, tariffs, duties, or other levies of any nature whatsoever imposed under any laws in effect in the Malagasy Republic may be financed hereunder. Government shall exempt all parties to contracts financed hereunder, to which Borrower or Government is a party, from all such taxes, tariffs, duties, and other levies except taxes or levies in the nature of income taxes.

In the event that such exemptions are not granted, Government and Borrower each agrees to finance any such taxes, tariffs, duties, and other levies, except taxes or levies in the nature of income taxes, arising out of contracts financed hereunder to which Borrower or Government is a party, any property or dealings related to such contracts, and subcontracts under such contracts.

SECTION 6.10. Commissions, Fees, and Other Payments. Borrower and Government each warrants that in connection with obtaining this loan or any action under or with respect to this Agreement it has not paid or agreed to pay, and will not pay or agree to pay, nor, to the best of its knowledge, has there been paid or will there be paid or

agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to Government's or Borrower's full-time officers and employees or as compensation for bonafide professional, technical, or comparable services. Government and Borrower each shall promptly report to A.I.D. any payment or agreement to pay for such bonafide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been or is to be made on a contingent fee basis). If the amount of any such payment is deemed excessive by A.I.D. and Government or Borrower, as the case may be, fails to cause a reduction therein satisfactory to A.I.D., A.I.D. may either require Government or Borrower, as the case may be, to immediately make a prepayment of Principal in the amount by which such payment is deemed excessive or, if a sufficient portion of the loan remains undisbursed, reduce the amount of the loan by such amount. If either step is taken by A.I.D., the last scheduled repayment by Government shall be reduced by the amount prepaid or withheld.

SECTION 6.11. Renegotiation of Terms. Government agrees that, at any time or times when it is requested to do so by A.I.D., but not sooner than six (6) months prior to the date when the first payment of Principal is due, it will negotiate with A.I.D. acceleration of the repayment of the Principal. It is agreed that Government and A.I.D. will mutually determine to what extent repayment should be accelerated on the basis of one or more of the following criteria:

(a) Significant improvement in the internal economic and financial situation of Government;

(b) Favorable trends in the balance of payments and foreign exchange holdings of Government;

(c) Ability of Government to make future repayments of A.I.D. loans without interfering with the service of debts owing to any United States Government agency or any international organization of which the United States is a member.

7. Records, Reports, and Inspections

SECTION 7.1. Maintenance of Records. Borrower shall maintain or cause to be maintained books, records, and other documents pertaining to this Agreement, the Project, operations of Borrower related to the Project, and to the utilization of all Eligible Items; such records shall be adequate to identify Eligible Items and to disclose the uses thereof. Such books, records, and documents shall be maintained and audited for such period and in such manner as A.I.D. may require.

SECTION 7.2. Reports. Government and Borrower shall furnish A.I.D. with such information and reports relating to the Project, operations of Borrower, Eligible Items, and this loan as A.I.D. may reasonably request.

SECTION 7.3. Inspections. Authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, operations of Borrower related thereto, all Eligible Items and their utilization and installation, the books, records, and documents referred to in Section 7.1, and any other documents, correspondence, memoranda, or records relating to this loan or the Project. Borrower and Government shall cooperate with A.I.D. to facilitate such inspection and shall afford a reasonable opportunity for authorized representatives of A.I.D. to visit any operation of Borrower and any part of the Malagasy Republic for any purpose related to this loan.

8. Remedies of A.I.D.

SECTION 8.1. Events of Default; Acceleration. If any one or more of the following events ("Event of Default") shall occur:

(a) Government shall fail to pay in full any interest or installment of Principal when due;

(b) Borrower or Government shall fail to comply with any other provision contained herein;

(c) Any representation or warranty made by or on behalf of Borrower or Government with respect to obtaining this loan or made or required to be made hereunder is incorrect in any material respect; or

(d) A breach shall have occurred under any other agreement between Borrower and/or Government or any of its agencies and A.I.D.; then A.I.D., at its option, may give Borrower and Government notice that all or any part of the unrepaid Principal shall be due and payable sixty days thereafter, and, unless the default is cured within sixty (60) days, such Principal and all interest accured thereon shall then be due and payable.

SECTION 8.2. Termination of Disbursements; Transfer of Goods to A.I.D.. In the event that at any time:

(a) An Event of Default has occurred;

(b) An event occurs which A.I.D. determines to be an extraordinary situation which makes it improbable that the purposes of this loan will be attained or that Borrower or Government will be able to perform its obligations hereunder;

(c) A breach shall have occurred under any other agreement between Borrower and/or Government or any of its agencies and the United States or any of its agencies; or

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

then A.I.D., at its option and, if possible, following consultation with the Borrower or the Government, may (i) decline to issue further letters of commitment; (ii) suspend or cancel outstanding letters of commitment to the extent that they have not been utilized through

the issuance of irrevocable letters of credit, giving notice to Borrower and Government promptly thereafter; (iii) decline to make disbursements other than under letters of commitment; and (iv) at A.I.D.'s expense, direct that title to goods financed hereunder shall be transferred to A.I.D., if the goods are in a deliverable state and have not been offloaded in ports of entry of the Malagasy Republic. To the extent that any costs connected with the purchase and transportation of these goods have been financed hereunder, these amounts shall be deducted from Principal.

SECTION 8.3. Refunds. If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with the terms of this Agreement, or is not made or used in accordance with the terms of this Agreement, or was at the time of disbursement in violation of the legislation governing A.I.D., A.I.D., at its option, may, notwithstanding the availability of any other remedy provided for under this Agreement or the exercise of the remedy provided for in Section 8.2, require Government to pay A.I.D., within thirty (30) days after receipt of a request therefor, an amount not to exceed the amount of such disbursement, provided that such request by A.I.D. shall be made not later than five (5) years after the date of the final disbursement hereunder. Any such refund received by A.I.D. shall be applied first to any accrued interest and then to installments of Principal in inverse order of their maturity.

SECTION 8.4. Waivers of Default. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of these rights, powers, or remedies.

SECTION 8.5. Expenses of Collection. All reasonable costs incurred by A.I.D. (other than salaries of its staff) after an Event of Default has occurred in connection with the collection of amounts due under this Agreement may be charged to Government or Borrower as appropriate and reimbursed as A.I.D. shall specify.

9. Promissory Notes

SECTION 9.1. Promissory Notes. Government agrees to deliver, within thirty (30) days after the date of any request of A.I.D. therefor, promissory notes payable to or on the order of A.I.D. in such denominations and aggregate principal amount specified in such request, not exceeding, however, the aggregate amount of the unrepaid Principal and accrued interest at the time of such request and for which promissory notes shall not theretofore have been so delivered or requested. The terms of the notes shall conform to the terms of this Loan Agreement with such modification in form and substance as A.I.D. may reasonably request. Government shall also furnish A.I.D. with such legal opinion or opinions with respect to these promissory notes as A.I.D. may reasonably request.

10. Miscellaneous

SECTION 10.1. Use of Representatives.

(a) All actions required or permitted to be performed or taken under this Agreement by Government, Borrower, or A.I.D., may be performed by its respective duly authorized representatives.

(b) Government hereby designates its Minister of Economy and Finance as its representative, and Borrower hereby designates its Director of Posts and Telecommunications as its representative. Each such representative has authority to designate by notice to A.I.D. other representatives of Government or Borrower, as the case may be, in its dealings with A.I.D. Each such representative so designated, unless A.I.D. is given notice otherwise, shall have authority to agree on behalf of Government or Borrower, as the case may be, to any modification of this Agreement. Each notice of designation of a representative of Government and of Borrower shall contain a specimen signature of each representative so designated. Until receipt by A.I.D. of written notice of revocation by Government or Borrower of the authority of any of its representatives, A.I.D. may accept the signature of such representative on any instrument as conclusive evidence that any action effected by such instrument is authorized by Government or Borrower, as the case may be.

SECTION 10.2. Communications. Any communication or document given, made, or sent by Government, Borrower, or A.I.D. pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered by hand, mail, telegram, cable, or radiogram to such party at the following address:

To Borrower:

Mail Address: Direction des Postes et Telecommunications of the Malagasy Republic, Tananarive
Cable Address: DIRPOSTEL, Tananarive

To Government:

Mail Address: Ministere de l'Economic et des Finances, Tananarive
Cable Address: MINECOFIN

To A.I.D. (two copies):

Mail Address: Director, REDSO/EA
Agency for International Development
c/o United States Embassy
Tananarive, Malagasy Republic

Other addresses may be substituted for the above upon giving of notice as provided herein.

All communications and documents submitted to A.I.D. hereunder shall be in English and all technical and engineering specifications

therein shall be in terms of United States standards, except as A.I.D may otherwise agree in writing. If the original of such communication or document is in other than English, a copy in the language of the original shall also be submitted, except as A.I.D. may otherwise agree in writing.

SECTION 10.3. Rate of Exchange. Except as A.I.D. may otherwise agree in writing, equivalence between United States dollars and legal tender in the Malagasy Republic hereunder shall be determined at the rate of exchange, not unlawful in the Malagasy Republic, which provides the greatest number of units of legal tender in the Malagasy Republic per United States dollar at the time in question.

SECTION 10.4. Applicable Law. This Loan Agreement and each of the notes shall be deemed to be a contract made under, and shall be governed solely by and construed in accordance with, the internal laws of the District of Columbia, United States of America.

SECTION 10.5. Implementation Letters. A.I.D. will transmit to Government and Borrower Implementation Letters setting forth the procedures for utilizing the proceeds of this loan and providing information to assist in carrying out the terms of this Loan Agreement. Nothing in such letters and the attachments thereto would be intended to alter the scope or the terms of this Agreement.

SECTION 10.6. Assignment. This Loan Agreement shall be binding upon and inure to the benefit of any successor or assignee of A.I.D. This Loan Agreement may not be assigned nor any obligations hereunder delegated by Borrower or Government without the written consent of A.I.D.

SECTION 10.7. Language of Agreement. This Loan Agreement shall be executed in both the English and French languages. In the event of any conflict between the two versions, the English language text shall be controlling.

IN WITNESS WHEREOF, the United States of America, Government and Borrower have executed this Loan Agreement on the date first written above:

UNITED STATES OF AMERICA

By: [1]

GOVERNMENT OF THE MALAGASY REPUBLIC

By: [2]

DIRECTION DES POSTES ET
TELECOMMUNICATIONS OF THE MALAGASY REPUBLIC

By: [3]

[1] William P. Rogers
[2] Didier Ignace Ratsiraka
[3] Henri Raharijaona

Annex A

Detailed Description of Project

The Project consists of the acquisition of equipment and materials for and the construction and reconstruction of main telephone trunk lines and provincial and local links in the Malagasy Republic. Poles and crossarms, conductors, and installation hardware (and services related to their acquisition and transport) required for the Project are eligible for financing under this loan.

The construction work will include new and reconstructed circuits of approximately 1148 km. (712 miles) length and the addition of approximately 28 km. (17 miles) of new circuits added to existing poles. All lines will be constructed to modern telephone standards to permit the use of carrier current equipment for carrier frequencies up to 160 kilocycles.

The design of the lines, construction drawings, and material specifications were prepared by the Malagasy Republic Posts and Telecommunications Service ("Borrower"). Bids for the goods and services to be financed under the loan will be received and opened at the Malagasy Republic Embassy at Washington. The Malagasy Republic will take all measures necessary so far as delegating authority to its permanent representative in the United States and sending technicians to the United States so that award of the contract may be made in less than two weeks after the deadline for receipt of bids, after A.I.D. approval, to the successful bidder or bidders chosen according to the rules of the Malagasy Republic and A.I.D.

Construction of the Project will be carried out by the Borrower using its trained construction crews.

A map showing the new circuits and the circuits to be rehabilitated is attached hereto as Annex A–1.

ANNEX A-1

Telephone Wire Network

Network After Completion of the Initial Loan

PTT _____
AID lines _____
Work Contemplated Under the Second Loan - - - - - -

Prêt de l'AID N° 687-H-003

ACCORD DE PRET
(REPUBLIQUE MALAGASY - TELECOMMUNICATIONS PHASE II)

ENTRE

LES ETATS-UNIS D'AMERIQUE,
LE GOUVERNEMENT DE LA REPUBLIQUE MALAGASY
ET LA
DIRECTION DES POSTES ET TELECOMMUNICATIONS DE LA REPUBLIQUE MALAGASY

Date: 25 juillet 1973

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ACCORD DE PRET

Accord conclu le 25 juillet 1973 entre les ETATS-UNIS D'AMERIQUE, représentés par l'Agence pour le Développement International (A.I.D.), le GOUVERNEMENT DE LA REPUBLIQUE MALAGASY (ci-après dénommé "Gouvernement") et la DIRECTION DES POSTES ET TELECOMMUNICATIONS de la République Malagasy (ci-après dénommée "Emprunteur").

1. Le Prêt

SECTION 1.1. Le Prêt. L'AID consent à accorder à l'Emprunteur, en vertu du Foreign Assistance Act of 1961 (Loi sur l'Aide à l'Etranger de 1961), modifié, un prêt à concurrence de un million deux cent mille dollars (1.200.000 dollars) en vue d'aider l'Emprunteur à financer les coûts en devises étrangères des marchandises et des services nécessaires pour le Projet décrit à la Section 1.2. Les marchandises et les services financés au titre du présent Accord seront appelés ci-après "item admis au financement" et le montant global versé à ce titre sera dénommé ci-après "Principal".

SECTION 1 2. Le Projet. Le terme "Projet" utilisé dans le présent Accord s'appliquera à l'achat d'équipements et de matériaux en vue de la construction et de la réinstallations des principales lignes téléphoniques inter-urbaines ainsi que des liaisons provinciales locales en République Malagasy. Ledit Projet et les marchandises et services financés au titre du présent Accord sont décrits plus en détail à l'Annexe A ci-jointe et peuvent être modifiés par accord écrit de l'Emprunteur et de l'A.I.D.

2. Conditions de remboursement et Taux d'intérêt

SECTION 2.1. Taux d'intérêt. Au cours des dix (10) ans qui suivront immédiatement la date du premier versement fait au titre du présent Prêt, le Gouvernement devra verser à l'AID, en dollars des Etats-Unis, un intérêt annuel de deux pour cent (2%), sur le principal non remboursé et sur tout intérêt échu et non payé. A l'expiration de cette date le Gouvernement versera à l'AID, en dollars des Etats-Unis, un intérêt annuel de trois pour cent (3%) sur le principal non remboursé et sur tout intérêt échu et non payé. Les intérêts viendront à échéance et le paiement en sera exigible semestriellement à compter d'une date que l'AID précisera, mais au plus tard six (6) mois après la date du premier versement fait au titre du présent Accord. Les intérêts courront à compter de la date des différents versements faits

au titre du présent Accord et seront calculés sur la base d'une année de 365 jours.

SECTION 2.2. Remboursement. Le Gouvernement remboursera le Principal à l'AID en dollars des Etats-Unis, en soixante et une (61) tranches semestrielles, dont la première deviendra exigible neuf ans et demi (9½) après la date d'échéance du premier paiement d'intérêt. L'AID fournira au Gouvernement un plan d'amortissement conformément à cette section après le déboursement final au titre du Prêt.

SECTION 2.3. Remboursement par l'Emprunteur au Gouvernement. L'Emprunteur remboursera au Gouvernement une somme équivalant au principal selon le taux de change établi conformément à la Section 10.3 du présent Accord dans la monnaie ayant cours légal en République Malagasy à la date du versement. Ce remboursement se fera dans un délai de vingt (20) ans à compter de la date du premier versement au titre du présent Accord, avec un délai de grâce ne pouvant dépasser cinq (5) ans, par tranches semestrielles sensiblement égales. L'Emprunteur versera semestriellement au Gouvernement un intérêt annuel de trois virgule cinquante pour cent (3,50%), et à compter de six (6) mois après la date du premier versement fait au titre du présent Accord, sur le principal non remboursé dû au Gouvernement et sur tous intérêts échus et non payés.

SECTION 2.4. Imputation et lieu de paiement. Tout montant remboursé par le Gouvernement sera imputé en premier lieu à tous intérêts échus, puis au remboursement du principal. Tous les paiements seront effectués à l'ordre du Controller, Agency for International Development et seront considérés comme étant effectués au moment où ils auront été reçus par l'AID, Washington, D.C., ou de toute autre façon que l'AID pourrait préciser.

SECTION 2.5. Remboursement anticipé. Le Gouvernement aura le droit de rembourser par anticipation, sans encourir aucune pénalisation, à toute date d'échéance des intérêts, tout ou partie du principal. Tout paiement anticipé sera imputé par priorité au paiement de tous intérêts échus, puis aux tranches du principal restant à payer, dans l'ordre inverse de leur arrivée à échéance.

3. Conditions préalables

SECTION 3.1. Conditions préalables aux versements. A moins que l'AID n'en dispose autrement par écrit, l'Emprunteur devra, avant que soit effectué le premier versement, ou émise la première lettre d'engagement au titre du présent Accord, remettre à l'AID les documents ci-après (à moins que l'AID les ait reçus par une autre voie), dont la forme et la teneur devront donner satisfaction à l'AID:

a) Une déclaration du Ministre de la Justice du Gouvernement, ou de tout autre conseil juridique agréé par l'AID, attestant que le présent Accord a été dûment autorisé ou ratifié par le Gouvernement, et signé en son nom, et constitue une obligation valide et légale pour le Gouvernement, conformément à ses termes.

b) Un avis du principal conseil juridique de l'Emprunteur, ou de tout autre conseil agréé par l'AID, attestant que le présent Accord a été dûment autorisé ou ratifié par l'Emprunteur, et signé en son nom, et constitue une obligation valide et légale pour l'Emprunteur, conformément à ses termes.

c) Un spécimen de la signature de chaque personne désignés à la Section 10.1 pour agir en tant que représentant de l'Emprunteur et du Gouvernement.

d) Un document attestant que l'Emprunteur a juridiquement le droit d'acheter tous biens immobiliers nécessaires pour la mise en oeuvre du Projet.

e) Dans l'ordre chronologique, les arrangements prévus pour l'achat des marchandises et services, la construction et les installations nécessaires pour mener à bien le Projet.

f) Une estimation des coûts, les plans et les spécifications définitifs ainsi que les documents d'appels d'offres relatifs à tous les item admis au financement.

g) Avant leur signature, un contrat ou des contrats avec des entrepreneurs agréés par l'AID et relatifs à la fourniture des item admis au financement.

h) Toutes autres informations que l'AID peut exiger en ce qui concerne le Projet.

SECTION 3.2. Dates limites pour satisfaire aux conditions préalables. A moins que l'AID n'en dispose autrement par écrit, au cas où les conditions prescrites à la Section 3.1 n'auraient pas été remplies dans les trois (3) mois suivant la date de signature du présent Accord, l'AID peut, à toute date ultérieure à ce délai, notifier à l'Emprunteur et au Gouvernement qu'elle dénonce le présent Accord. Aprés reçu d'une notification dans ce sens, le Gouvernement devra rembourser le capital non remboursé et tous intérêts échus, à la suite de quoi toutes les obligations incombant au Gouvernement, à l'Emprunteur et à l'AID au titre du présent Accord deviendront caduques.

4. Achats

SECTION 4.1. Sources d'approvisionnement. A moins que l'AID n'en dispose autrement par écrit, tous paiements faits en vertu de la Section 5.1, à l'exception de ceux pour l'assurance maritime, devront être exclusivement utilisés à financer l'approvisionnement en équipement, matériels et services pour le Projet ayant à la fois leur source et origine dans les pays figurant au Code 941 de la Nomenclature géographique de l'AID en vigueur à la date où les commandes sont placées ou à la date où les contrats entrent en vigueur. L'assurance maritime pourrait être financée au titre de l'Accord pourvu i) que telle assurance soit placée à un taux concurrentiel le plus bas disponible dans la République Malagasy ou dans tout autre pays figurant au Code 941 de la Nomenclature géographique de l'AID en vigueur au moment du placement et ii) que toutes revendications y afférentes soient payables en devises librement convertibles.

SECTION 4.2. Marchandises et services non financés au titre du Prêt. Les Marchandises et services utilisés pour le Projet, mais non financés au titre du Prêt, devront avoir leur source et origine dans les pays figurant au Code 935 de la Nomenclature géographique de l'AID en vigueur au moment où les commandes sont placées pour tels services ou telles marchandises.

SECTION 4.3. Mise en oeuvre des Demandes d'approvisionnement. Les définitions applicables aux conditions d'éligibilité requises en ce qui concerne la Section 4.1 et la Section 4.2 seront exposées en détail dans les Lettres de Mise en Oeuvre.

SECTION 4.4. Méthodes d'achat. Le prix payé pour une marchandise et un service admis au financement ne doit pas dépasser un montant raisonnable et ces item (à l'exception des services d'architectes, d'ingénieurs et de membres d'autres professions, que l'AID peut préciser) devront être acquis sur une base réellement concurrentielle. Par prix raisonnable (sauf en ce qui concerne les prestations de service des membres des professions précitées) on devra normalement entendre le prix sensiblement équivalant au prix concurrentiel le plus bas de l'item acheté, des frais de fonctionnement, de la qualité, du délai et des coûts de la livraison, des modalités de paiement et d'autres facteurs y afférents.

SECTION 4.5. Date d'autorisation. Aucune marchandise ou service afférent à des commandes ou marchés passés en écriture avant la date du présent Accord ne pourra être financé au titre du présent Accord.

SECTION 4.6. Soumissions et marchés d'achat. A moins que l'AID n'en dispose autrement par écrit, l'Emprunteur devra soumettre à l'AID tous appels d'offres, soumissions et projets de marché, documents d'adjudications de marchés et marchés signés auxquels l'Emprunteur est partie, pour l'achat d'item admis au financement. L'Emprunteur accepte et convient qu'aucun appel d'offres, texte de soumissions ou marché proposé ne sera lancé et qu'aucun marché ne sera passé ou signé avant qu'il n'ait reçu l'accord écrit de l'AID. A moins que l'AID n'en dispose autrement par écrit, aucun marché ne pourra être financé au titre du présent Accord à moins que ce marché et ses appels d'offres, soumissions et projets de marchés, et les documents d'adjudication de marchés, n'aient été approuvés par écrit par l'AID. L'Emprunteur devra obtenir l'accord écrit de l'AID avant de modifier, de passer ou d'annuler un marché de ce genre.

SECTION 4.7. Publicité donnée aux achats. Afin que les petites entreprises des Etats-Unis aient la possibilité de participer à la fourniture des item admis au financement, l'Emprunteur devra, avant de placer des commandes ou de signer des marchés relatifs aux item admis au financement, et d'un montant évalué supérieur à l'équivalent de cinq mille dollars des Etats-Unis (5.000 dollars), ou de tout autre montant que l'AID pourra préciser, et dès l'adjudication de tout marché principal au titre du présent Accord, représentant un montant

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supérieur à la contrevaleur de 25.000 dollars, faire en sorte que l'AID reçoive à ce sujet tous renseignements qu'elle pourra exiger.

SECTION 4.8. Assurance maritime. Si, en ce qui concerne la souscription d'assurance maritime pour le transport des marchandises financées conformément à la législation des Etats-Unis régissant l'assistance à l'étranger le Gouvernement, par ordonnance, décret, loi ou règlement, accorde un traitement préférentiel à une compagnie d'assurances de tout pays par rapport à une compagnie d'assurances maritimes autorisée à exercer ses activités dans un Etat quelconque des Etats-Unis d'Amérique, les marchandises financées au titre du présent Accord devront, tant que durera ce traitement préférentiel, être assurées aux Etats-Unis auprès d'une ou de plusieurs compagnies autorisées à effectuer des opérations d'assurance maritime dans un Etat des Etats-Unis d'Amérique.

SECTION 4.9. Expédition maritime.

a) A moins que l'AID ne détermine que les navires marchands battant pavillon des Etats-Unis et appartenant à des particuliers ne sont pas disponibles à des taux convenables et raisonnables pour de tels navires,

i) au moins cinquante pour cent (50%) du tonnage brut de toutes les marchandises financées au titre du Prêt (ledit tonnage étant calculé séparément selon qu'il s'agit de navires transporteurs de marchandises sèches en vrac, de navires de ligne transportant des marchandises sèches ou de bateaux-citernes) et transportées par mer devront l'être à bord des navires marchands battant pavillon des Etats-Unis et appartenant à des particuliers, et

ii) au moins cinquante pour cent (50%) du fret brut engendré par toutes les expéditions financées au titre du Prêt et transportées sur des navires de ligne transportant des marchandises sèches devront être payés aux/ou à l'intérêt des navires marchands battant pavillon des Etats-Unis et appartenant à des particuliers.

b) Tout affrètement par mer ou par air pour transporter les marchandises pour le Projet devra recevoir au préalable l'accord par écrit de l'AID. Tous équipements et matériels transportés au pays hôte pour être utilisés ou incorporés dans le Projet devront être transportés sur des vaisseaux battant pavillon du pays hôte ou d'autres pays éligibles au Code 941 de l'AID, à moins que l'AID ne détermine à l'avance qu'aucun vaisseau de la sorte ne soit disponible. Aucune marchandise utilisée pour le Projet ne pourrait être transportée par un vaisseau appartenant ou exploité, ou sous le contrôle d'un pays communiste, ou dans un vaisseau qui a été désigné inacceptable par l'AID.

SECTION 4.10. Assurances. A moins que l'AID n'en dispose autrement par écrit, l'Emprunteur prendra toutes les dispositions nécessaires pour que toutes les marchandises financées au titre du présent Accord soient assurées contre tous risques au cours du transport, et ce

jusqu'à leur arrivée sur les lieux d'utilisation prévus dans le Projet. Cette assurance devra être conforme à la saine pratique commerciale. L'Emprunteur devra signaler rapidement à l'AID tout versement qui lui aura été fait au titre de toute assurance pour tout item admis au financement, que cette assurance ait été ou non financée au titre du présent Accord. Ces montants dont on aura déduit le montant des assurances non financées au titre du présent Accord, à moins que l'AID n'en dispose autrement par écrit:

a) Serviront à régler les achats d'item admis conformément aux termes du présent Accord; ou

b) Seront rapidement versés à l'AID; tout paiement de ce genre sera imputé par priorité à tous intérêts échus, puis aux tranches du principal, dans l'ordre inverse de leur arrivée à échéance.

5. Versements

SECTION 5.1. Lettres d'engagement. Pour obtenir le versement de fonds, l'Emprunteur peut périodiquement demander à l'AID de délivrer des lettres d'engagement à une ou plusieurs banques des Etats-Unis, désignées par l'Emprunteur et agréées par l'AID, engageant L'AID à rembourser à ladite ou auxdites banques les montants versés, grâce à une lettre de crédit ou de toute autre façon, à l'Emprunteur ou à tout représentant de l'Emprunteur, sur présentation de toutes pièces justificatives que l'AID peut exiger. Les frais bancaires afférents aux lettres d'engagement et aux versements sont à la charge de l'Emprunteur et peuvent être financés au titre du présent Accord.

SECTION 5.2. Autres formes de versement. Les versements peuvent également être effectués par tout autre moyen dont l'Emprunteur et l'AID peuvent convenir par écrit.

SECTION 5.3. Date des versements. Les versements faits au titre du présent Accord seront réputés avoir eu lieu à la date à laquelle l'AID effectue le versement, soit directement à l'Emprunteur ou à son mandataire, soit à une banque lorsqu'il y a eu une lettre d'engagement émise conformément à la Section 5.1 du présent document.

SECTION 5.4. Date limite pour les demandes de versements et pour les versements. Sauf dans les cas où l'AID en dispose autrement par écrit, aucune lettre d'engagement ne sera émise à la suite des demandes de l'Emprunteur reçues plus de dix-huit (18) mois après la date du présent Accord, et aucun versement ne sera effectué à la suite de toute documentation reçue plus de deux (2) ans après la date du présent Accord.

6. Garanties complémentaires

SECTION 6.1. Réalisation et achèvement du Projet. L'Emprunteur et le Gouvernement seront responsables l'un et l'autre de l'exécution et de l'achèvement du Projet avec la rapidité et l'efficacité requises, de fournir toutes les ressources et de régler tous les coûts qui pourraient être requis, en sus de ceux financés au titre du présent Accord.

Le Gouvernement libérera de temps à autre des fonds pour régler lesdits coûts, et ce, selon les modalités agréées par l'AID. L'Emprunteur et le Gouvernement réaliseront l'un et l'autre le Projet en se conformant à de saines pratiques techniques et financières et en accord avec tous marchés, arrangements ou calendriers en matière de génie, d'achats ou autres, plans et spécifications approuvés par l'AID. L'Emprunteur et le Gouvernement obtiendront chacun l'Accord écrit de l'AID préalablement à toute modification importante ou à toute annulation de tels arrangements, plans et spécifications.

SECTION 6.2. Entretien des item admis au financement. L'Emprunteur et le Gouvernement entretiendront, répareront et utiliseront convenablement tous item admis au financement et toute construction ou installation résultant de leur utilisation, conformément à de saines pratiques techniques financières.

SECTION 6.3. Emploi des item admis. L'Emprunteur et le Gouvernement certifient chacun que tous les item admis seront utilisés exclusivement pour le Projet. Dans le cas où des marchandises ne seraient pas totalement consommées par leur utilisation, la disposition précédente sera applicable jusqu'au moment où de telles marchandises ne pourront plus être employées, et ultérieurement de telles marchandises pourraient être utilisées à n'importe quelle fin selon la discrétion de l'Emprunteur, mais conformément aux termes et conditions que l'AID pourrait imposer. Il est cependant entendu qu'aucune marchandise financée dans le cadre du présent Accord ne pourrait être exportée de la République Malagasy, sans l'accord préalable de l'AID et qu'aucun item admis ne devra, à aucun moment, être utilisé pour lancer ou aider tout projet ou toute activité lié ou financé par tout pays ne figurant pas au Code 935 de la Nomenclature géographique de l'AID en vigueur à l'époque de l'utilisation prévue, sans avoir au préalable reçu le consentement écrit de l'AID.

SECTION 6.4. Information et marquage. L'Emprunteur et le Gouvernement certifient chacun qu'ils coopéreront avec l'AID pour porter ce Prêt à la connaissance du public et marquer les item admis, et qu'ils prendront les dispositions nécessaires pour faire face aux instructions de l'AID en ce qui concerne la présente Section.

SECTION 6.5. Notification d'éléments matériels nouveaux. Le Gouvernement et l'Emprunteur déclarent et certifient chaucun avoir révélé à l'AID toutes les circonstances pouvant avoir une incidence matérielle sur le Projet, l'emploi des item admis, ou l'accomplissement des obligations du Gouvernement ou de l'Emprunteur au titre du présent Accord et chacun s'engage en outre à informer l'AID de tout élément ayant une incidence sur les éléments précités ou que l'on sera en droit de penser comme pouvant en avoir une.

SECTION 6.6. Contribution du Gouvernement. Conformément à l'obligation de l'Emprunteur et du Gouvernement de fournir toutes ressources et de payer tous les coûts qui seraient requis en sus de ceux financés au titre du présent Accord afin d'exécuter et d'achever le Projet, mais sans que cette obligation s'en trouve restreinte, le

Gouvernement financera, à moins que l'AID n'en dispose autrement par écrit, tous les coûts en monnaie locale afférents aux marchandises et aux prestations de service nécessaires pour le Projet.

SECTION 6.7. Maintien sans changement des éléments et documents fournis pour remplir les conditions préalables. A moins que l'AID n'en dispose autrement par écrit l'Emprunteur et le Gouvernement devront, tant que le présent Accord sera en vigueur, maintenir en application et sans changement, exactement dans leur forme originale, tout élément fourni ou tout avis ou accord donné pour remplir les conditions préalables stipulées à la Section 3.1 du présent Accord.

SECTION 6.8. Gestion. Jusqu'à ce qu'il ait remboursé à l'AID toutes les sommes dues à l'AID aux termes du présent Accord, l'Emprunteur fournira un personnel compétent et qualifié, suffisamment important pour assurer une saine gestion de toutes ses opérations, que celles-ci soient ou non financées au titre du présent Accord.

SECTION 6.9. Impôts. Le Gouvernement certifie que le présent Accord et le montant prêté à ce titre seront exempts de tous impôts ou droits exigibles au titre des lois en vigueur en République Malagasy, et que le principal et les intérêts et, le cas échéant, les billets à ordre en seront exemptés et que, lors de leur versement, aucune déduction ne sera faite au titre desdits impôts ou droits. Le présent Accord ne servira à payer aucun impôt, taxe, droit ou autre prélèvement de quelque nature qu'il soit, exigible en vertu des lois en vigueur en République Malagasy. Le Gouvernement devra exempter toutes parties aux contrats financés au titre du présent Accord, auxquels l'Emprunteur ou le Gouvernement est partie, de tels impôts, taxes, droits et prélèvements autres que les taxes et impôts sur le revenu. Au cas où de telles exemptions ne seraient pas accordées, le Gouvernement et l'Emprunteur conviennent l'un et l'autre de payer lesdits impôts, taxes, droits et autres prélèvements—à l'exception des taxes ou prélèvements du genre impôts sur le revenu—dérivant des marchés financés au titre du présent Accord auxquels l'Emprunteur ou le Gouvernement est partie. Il en sera de même de tous biens ou opérations commerciales relatifs à de tels marchés ainsi que des sous-contrats y afférents.

SECTION 6.10. Commissions, honoraires et autres débours. L'Emprunteur et le Gouvernement garantissent chacun, en ce qui concerne l'obtention du présent Prêt ou toute action faite dans le cadre ou au titre du présent Accord, qu'ils n'ont pas payé ni promis de payer aucune somme, qu'ils ne paieront ni ne permettront de payer aucune somme et qu'à leur connaissance, aucune personne physique ou morale n'a payé ni promis de payer aucune somme constituant une commission, des honoraires ou quelque autre rétribution que ce soit, si ce n'est les salaires normaux versés aux employés et cadres à temps complet du Gouvernement ou de l'Emprunteur, ou en rétribution de services de nature technique, relevant de la compétence de membres d'une profession libérale ou analogue, rendus de bonne foi. Le Gou-

vernement et l'Emprunteur porteront immédiatement à la connaissance de l'AID tout versement ou promesse de versement relatif à de telles prestations légitimes de service technique ou analogues, lorsqu'il y sera partie ou en sera informé (en indiquant si ces versements ont été faits ou seront faits sur la base d'honoraires extraordinaires). Si le montant est jugé excessif par l'AID et si, selon le cas, le Gouvernement ou l'Emprunteur se révèle incapable d'obtenir une réduction dudit montant que l'AID puisse considérer comme satisfaisante, l'AID peut exiger du Gouvernement ou de l'Emprunteur le reversement immédiat du principal d'un montant à concurrence duquel la somme versée a été jugée excessive, ou bien, au cas où une partie suffisante du Prêt n'a pas encore été versée, réduire le montant du Prêt de cette somme. Si l'AID a recours à l'une ou l'autre de ces mesures, le montant remboursé ou retenu sera déduit du montant du dernier remboursement que devra effectuer le Gouvernement.

SECTION 6.11. Renégociation des termes de l'Accord. Le Gouvernement prend l'engagement de procéder à la négociation avec l'AID de l'accélération du rythme de rembouserment du principal, à toute date ou toutes dates auxquelles l'AID en ferait la demande, sans toutefois que ladite date soit antérieure à la période de six (6) mois précédant la date du premier remboursement du principal. Il est convenu que le Gouvernement et l'AID détermineront d'un commun accord dans quelle mesure il convient d'accélérer la cadence de remboursement, en se fondant sur l'un ou plusieurs des critères ci-après:

a) Amélioration notable de la situation intérieure, tant sur le plan économique que financier, du Gouvernement;

b) Evolution favorable de la balance des paiements et des avoirs en devises étrangères du Gouvernement.

c) Possibilités pour le Gouvernement d'effectuer ultérieurement les remboursements afférents aux prêts de l'AID sans entraver le remboursement de dettes contractées envers tout organisme du Gouvernement des Etats-Unis ou de toute organisation internationale dont les Etats-Unis sont membres.

7. Documents comptables, rapports et inspections

SECTION 7.1. Tenue des documents comptables. L'Emprunteur tiendra ou fera tenir à jour les livres, dossiers et autres documents comptables relatifs au présent Accord (au Projet, aux opérations de l'Emprunteur relatives au Projet) et à l'utilisation des item admis; ces archives devront permettre d'identifier les item admis et leur utilisation dans le Projet. Ces livres, archives et documents devront être tenus à jour et vérifiés avec la périodicité et selon les modalités fixées par l'AID.

SECTION 7.2. Rapports. Le Gouvernement et l'Emprunteur devront fournir à l'AID les renseignements et rapports afférents au Projet,

aux opérations de l'Emprunteur, aux item admis et au présent Prêt que l'AID pourra raisonnablement exiger.

SECTION 7.3. Inspections. Les représentants mandatés de l'AID auront le droit, à tout moment opportun, d'inspecter le Projet, les opérations de l'Emprunteur y afférentes, tous les item admis au financement et leur utilisation et leur installation, ainsi que les livres, archives et documents énumérés à la Section 7.1, ainsi que tous autres documents, correspondance, mémoires ou archives afférents au présent Prêt ou au Projet. L'Emprunteur et le Gouvernement apporteront à l'AID leur concours pour faciliter toute inspection de ce genre et donneront aux représentants mandatés de l'AID toutes facilités pour visiter toutes opérations de l'Emprunteur et toute région de la République Malagasy dans le cadre de tout objectif relatif au présent Prêt.

8. Recours de l'AID

SECTION 8.1. Cas de défaillance, accélération. Si l'un ou plusieurs des évènements ci-après (dénommés "cas de défaillance") se produisaient:

a) Le Gouvernement néglige de payer la totalité d'un versement d'intérêt ou d'une tranche de remboursement du principal venu à échéance;

b) L'Emprunteur ou le Gouvernement néglige de se conformer à toute autre disposition du présent Accord;

c) Une quelconque déclaration ou garantie présentée par l'Emprunteur ou le Gouvernement ou pour le compte de l'Emprunteur ou du Gouvernement dans le but d'obtenir ce Prêt ou faite ou exigée en vertu du présent Accord s'avère être matériellement inexacte; ou

d) Un engagement découlant de tout autre accord passé entre l'Emprunteur ou le Gouvernement ou l'un quelconque de ses organismes et l'AID n'a pas été honoré, l'AID peut décider de faire savoir à l'Emprunteur et au Gouvernement que la totalité ou une part du principal non remboursé sera échue et exigible soixante (60) jours après ladite notification et, qu'au cas où il n'a pas été remédié à la défaillance dans les soixante (60) jours, ledit principal et tous intérêts échus arriveront à échéance et seront exigibles.

SECTION 8.2. Cessation des versements, transfert de marchandises à l'AID. Au cas où, à n'importe quel moment,

a) une défaillance est intervenue;

b) un événement se produit qui, selon l'AID, provoque une situation exceptionnelle de nature à rendre improbable que soient atteints les objectifs du présent Prêt ou que l'Emprunteur ou le Gouvernement puisse remplir les obligations contractées au titre du présent Accord;

c) une défaillance s'est produite dans le cadre de tout autre accord passé entre l'Emprunteur ou le Gouvernement ou l'un de ses organismes et les Etats-Unis ou l'un de ses organismes; ou

d) tout versement serait en violation de la législation régissant l'AID; il sera loisible à l'AID, et si possible après consultations avec l'Emprunteur et/ou le Gouvernement, i) de refuser d'émettre d'autres lettres d'engagement, ii) de suspendre ou d'annuler les lettres d'engagement en cours dans la mesure où elles n'ont pas encore été utilisées par l'émission de lettres irrévocables de crédit, et en aviser rapidement l'Emprunteur et le Gouvernement, iii) de refuser de faire tous versements autres qu'au titre de lettres d'engagement et iv) aux frais de l'AID, de donner des ordres pour que les titres des marchandises financées dans le cadre du présent Accord soient transférés à l'AID, si les conditions de ces marchandises permettent leur transport et si elles n'ont pas été débarquées dans les ports d'entrée de la République Malagasy. Dans la mesure où les coûts afférents à l'achat et au transport de ces marchandises ont été financés dans le cadre du présent Accord, lesdits montants seront déduits du principal.

SECTION 8.3. Reversements. Au cas où l'AID juge qu'un versement n'est pas justifié par une documentation valable, conformément aux termes du présent Accord, ou n'est pas fait ou utilisé conformément au présent Accord, ou, à l'époque du versement, violait les lois régissant l'AID, l'AID peut, nonobstant l'existence de toutes autres voies de recours prévues à la Section 8.2, exiger que le Gouvernement verse à l'AID, dans les trente (30) jours suivant la date de réception de la mise en demeure, un montant qui ne dépassera pas le montant du versement considéré, étant entendu que la mise en demeure émanant de l'AID ne sera pas lancée plus de cinq (5) ans après la date du dernier versement fait au titre du présent Accord. Toute restitution de ce genre reçue par l'AID sera imputée par priorité au paiement de tous intérêts échus, puis aux tranches du principal restant à payer, dans l'ordre inverse de leur arrivée à échéance.

SECTION 8.4. Renonciation. Aucun retard ni aucune omission dans l'exercise d'aucun droit, d'aucun pouvoir ni d'aucune voie de recours conférés à l'AID au présent Accord ne devra être interprété comme constituant une renonciation à aucun de ces droits, pouvoirs ou voies de recours.

SECTION 8.5. Frais de recouvrement. Tous frais raisonnables encourus par l'AID (autres que les salaires de son personnel) à la suite d'un cas de défaillance survenu en relation avec le recouvrement des montants dus au titre du présent Accord peuvent être imputés au Gouvernement ou à l'Emprunteur selon le cas et remboursés de la façon que l'AID précisera.

9. Billets à ordre

SECTION 9.1. Billets à ordre. Le Gouvernement accepte de remettre dans les trente (30) jours qui suivront toute requête de l'AID à cet effet, des billets à ordre, payables à l'AID, dont le nombre et le montant global seront conformes aux indications données dans la

requête susmentionnée, ledit montant global ne dépassant cependant pas le montant total du principal non remboursé et des intérêts échus à la date de ladite requête, et pour lequel aucun billet à ordre n'aura été à cette date sollicité ou remis, les modalités des billets à ordre devront être conformes aux termes du présent Accord de prêt et comporter les modifications que l'AID peut raisonnablement exiger quant à la forme et au fond. Le Gouvernement devra également adresser à l'AID toute déclaration ou toutes déclarations juridiques afférentes auxdits billets à ordre que l'AID peut raisonnablement réclamer.

10. Divers

SECTION 10.1. Emploi de représentants.

a) Toutes actions requises ou permises d'être faites ou décidées au titre du présent Accord par le Gouvernement, l'Emprunteur ou l'AID, peuvent être effectuées par leurs représentants respectifs dûment mandatés.

b) Par les présentes, le Gouvernement désigne son Ministre de l'Economie et des Finances comme son représentant et l'Emprunteur désigne son Directeur des Postes et Télécommunications comme son représentant. Chacun de ces représentants est habilité à désigner par notification à l'AID d'autres représentants du Gouvernement ou de l'Emprunteur, selon le cas, dans ses relations avec l'AID. Chacun de ces représentants ainsi désignés sera habilité à accepter, selon le cas, au non du Gouvernement ou de l'Emprunteur, toute modification apportée au présent Accord. Chaque avis notifiant la nomination d'un représentant du Gouvernement et de l'Emprunteur devra comporter un spécimen de la signature de chaque représentant ainsi désigné. Tant que l'AID n'aura pas été informée par écrit de ce que l'Emprunteur ou le Gouvernement a retiré tous pouvoirs à l'un de ses représentants, l'AID pourra considérer la signature desdits représentants figurant sur tout acte comme preuve manifeste de ce que la mesure prise dans ledit acte est autorisée par l'Emprunteur ou le Gouvernement, selon le cas.

SECTION 10.2. Communications. Toute communication ou tout document remis, établi ou adressé par le Gouvernement, l'Emprunteur ou l'AID dans le cadre du présent Accord devra être fait par écrit et sera réputé avoir été dûment remis, établi ou adressé à la Partie qui en est le destinataire lorsqu'il sera remis de la main à la main ou par voie postale ou par télégramme, câble ou radiogramme à la Partie considérée, à l'adresse ci-après:

Pour l'Emprunteur:

Adresse postale: Direction des Postes et Télécommunications de la République Malagasy, Tananarive
Adresse télégraphique: DIRPOSTEL, Tananarive

Pour le Gouvernement:

Adresse postale: Ministère de l'Economie et des Finances
Tananarive
Adresse télégraphique: MINECOFIN

Pour l'AID (en deux exemplaires):

Adresse postale: Director, REDSO/EA
Agency for International Development
c/o United States Embassy
Tananarive, Malagasy Republic

D'autres adresses peuvent être substituées aux adresses susmentionnées après en avoir donné communication ainsi qu'il est prévu ici.

Toutes communications et tous documents adressés à l'AID dans le cadre du présent Accord devront être rédigés en anglais et toutes les spécifications techniques ou relatives à la construction y contenues devront être conformes aux normes des Etats-Unis, excepté dans les cas où l'AID en dispose autrement par écrit. Au cas où l'original de telles communications et de tels documents serait rédigé dans une langue autre que l'anglais, une copie sera également soumise dans la langue de rédaction de l'original, à moins que l'AID n'en dispose autrement par écrit.

SECTION 10.3. Taux de change. A moins que l'AID n'en dispose autrement par écrit, la parité entre les dollars des Etats-Unis et la monnaie légale de la République Malagasy dans le cadre du présent Accord sera calculée selon le taux de change légal en République Malagasy qui offrirait le plus grand nombre d'unités de monnaie légale de la République Malagasy par dollars des Etats-Unis à la date de la transaction considérée.

SECTION 10.4. Législation applicable. Le présent Accord de Prêt et chacune des Notes seront réputés être un contrat conclu en vertu des lois internes du District de Columbia, Etats-Unis d'Amérique, et devront être régis uniquement par lesdites lois et interprétés conformément à celles-ci.

SECTION 10.5. Règlements d'application. L'AID transmettra au Gouvernement et à l'Emprunteur des Règlements d'applications exposant la méthode d'utilisation du montant de ce Prêt et fournissant des informations pour aider à remplir les conditions du présent Accord de Prêt. Rien dans lesdites lettres, ni dans les pièces jointes modifierait la portée de l'Accord de Prêt, ni de ses termes.

SECTION. 10.6. Responsabilités. Cet Accord de Prêt engagera la responsabilité entière de tout organisme succédant à, ou désigné par l'AID. Cet Accord de Prêt ne peut être transféré et aucune obligation y afférente ne peut être transmise par l'Emprunteur ou le Gouvernement sans l'accord écrit de l'AID.

SECTION 10.7. Langue de l'Accord. Cet Accord de Prêt sera rédigé dans les deux langues anglaise et française. En cas de contradiction entre les deux versions, le texte en langue anglaise fera foi.

EN FOI DE QUOI, les Etats-Unis d'Amérique, le Gouvernement et l'Emprunteur ont signé le présent Accord de Prêt à la date indiquée en tête du présent document.

GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

par: _____

GOUVERNEMENT DE LA REPUBLIQUE MALAGASY

par: _____

LA DIRECTION DES POSTES ET TELECOMMUNICATIONS DE LA REPUBLIQUE MALAGASY

par: _____

Annexe A

Description détaillée du Projet

Le Projet consiste en l'achat d'equipements et de matériaux en vue de la construction et de la réinstallation des principales lignes téléphoniques inter-urbaines ainsi que des liaisons provinciales et locales en République Malagasy. Les poteaux et traverses, conducteurs ainsi que les accessoires requis pour l'exécution de ce projet (et les services afférents à l'achat et au transport de ces marchandises) seront admis au financement au titre de ce Prêt.

Le présent Projet a pour objet la construction, la réinstallation des circuits téléphoniques sur une distance approximative de 1.148 kilomètres (712 miles) et l'installation de nouveaux circuits sur une distance approximative de 28 kilomètres (17 miles) sur des poteaux déjà existants. Toutes les lignes seront installées selon les normes modernes internationales afin de permettre l'utilisation de matériel de courant porteur pour une fréquence allant jusqu'à 160 kilocycles.

Les dessins des circuits, dessins de construction ainsi que la description technique des matériaux nécessaires furent préparés par la Direction générale des Postes et Télécommunications de la République Malagasy (Emprunteur). Des appels d'offres pour la fourniture des marchandises et services admis au financement au titre de cet Accord seront reçus et dépouillés à l'Ambassade de la République Malagasy à Washington. Le Gouvernement de la République Malagasy prendra toutes mesures nécessaires en vue d'octroyer toute délégation de pouvoirs nécessaire à son représentant permanent aux Etats-Unis et d'envoyer des techniciens aux Etats-Unis afin que l'adjudication des marchés puisse intervenir avec le ou les fournisseurs sélectionnés

comme satisfaisant les normes requises par le Gouvernement de la République Malagasy et l'AID en moins de deux semaines après la date limite de réception des appels d'offres, après approbation par l'AID.

Les travaux du Projet seront entrepris par l'Emprunteur qui utilisera ses propres équipes spécialisées.

Une carte montrant les nouvelles lignes à construire ainsi que les circuits à reconstruire est incluse en Annexe A–1.

ANNEXE A-1

Réseau de lignes téléphoniques

Réseau après achèvement du Prêt initial

PTT _____

Lignes de l'AID _____

Travaux envisagés au titre du second Prêt - - - - - - - -

MEXICO

Trade in Cotton Textiles

Agreement amending the agreement of June 29, 1971.
Effected by exchange of notes
Signed at Washington September 25 and 26, 1973;
Entered into force September 26, 1973.

The Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 25, 1973

EXCELLENCY:

I have the honor to refer to the Agreement concerning exports of cotton textiles from Mexico to the United States effected by exchange of notes on June 29, 1971.[1] As a result of recent discussions between representatives of our two Governments, I have the honor to propose that the aforementioned Agreement be amended by replacement of paragraph 4 as follows:

"4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the third agreement year:

Group II Fabric	
Categories 9/10	14,519,406 square yards
Categories 22/23	15,519,406 square yards
Categories 26/27 and 64 (1)	15,880,313 square yards (but not more than 7,441,875 square yards in Categories 26 and 27 shall be in duck, and not more than 689,063 square yards equivalent shall be in knit fabric TSUSA Nos. 3451020, 3451040, 3464560, 3535014, and 3591040
Group III, Made-up Goods	
Apparel and Miscellaneous	
Category 64 (2)	3,087,005 square yards (of which not more than 1,984,495 square yards equivalent shall be in zipper tape).
Category 30/31	900,000 square yards"

[1] TIAS 7152; 22 UST 1428.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Mexico shall constitute an amendment of the cotton textile Agreement effected by exchange of notes on June 29, 1971.

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

For the Secretary of State:

JULIUS L. KATZ

Julius L. Katz

His Excellency
Dr. JOSE JUAN DE OLLOQUI,
Ambassador of Mexico.

The Mexican Ambassador to the Secretary of State

EMBAJADA DE MEXICO

2788 WASHINGTON, D.C., *26 de septiembre de 1973.*

SEÑOR SECRETARIO:

Tengo el honor de referirme a su nota fechada el 25 de septiembre de 1973, en la que propone una enmienda al Acuerdo relativo a las exportaciones de textiles de algodón de México a Estados Unidos.

Asimismo, tengo el honor de confirmar, a nombre del Gobierno de México, que la proposición hecha en su nota es aceptable y que la nota de su Excelencia y esta nota en confirmación a ella, constituirán una enmienda al Acuerdo.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

OLLOQUI

José Juan de Olloqui
Embajador

Excelentísimo señor HENRY A. KISSINGER,
Secretario de Estado,
Washington, D.C.

Translation

EMBASSY OF MEXICO

2788 WASHINGTON, D.C. *September 26, 1973*

MR. SECRETARY:

I have the honor to refer to your note of September 25, 1973, in which you propose an amendment to the Agreement concerning exports of cotton textiles from Mexico to the United States.

I also have the honor to confirm on behalf of the Government of Mexico that the proposal made in your note is acceptable and that Your Excellency's note and this note of confirmation shall constitute an amendment to the Agreement.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

OLLOQUI

José Juan de Olloqui
Ambassador

His Excellency
HENRY A. KISSINGER,
Secretary of State,
Washington, D.C.

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreements amending the agreement of October 2, 1972, as amended.
Effected by exchange of notes
Signed at Saigon October 12, 1973;
Entered into force October 12, 1973.
And exchange of notes
Signed at Saigon October 19, 1973;
Entered into force October 19, 1973.

The American Ambassador to the Vietnamese Acting Minister of Foreign Affairs

No. 312 OCTOBER 12, 1973

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended, November 16, 1972, January 17, 1973, March 2, 1973, March 7, 1973, April 30, 1973 and August 15, 1973, [1] and to propose that Part II, Particular Provisions, be further amended to provide additional funds for and quantities of rice, and to extend the supply period of the agreement, as follows:

Item I, Commodity Table: On the line entitled "Rice", and under the appropriate column headings, delete "1972/1973—305,000 M/T—$83.9" and insert "1972, 1973 and 1974—330,000 M/T—$95.5". On the line entitled "Total", delete "$83.9" and insert "$95.5".

All other terms and conditions of the October 2, 1972 Agreement, as amended, remain the same.

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

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[1] TIAS 7464, 7519, 7554, 7593, 7621, 7706; 23 UST 2764, 3721; *ante*, pp. 415, 871, 1049, 1963.

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
NGUYEN PHU DUC
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon

The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
THE MINISTER

No 4581/EF/HT

SAIGON, *October 12, 1973*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 312 dated October 12, 1973 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended, November 16, 1972, January 17, 1973, March 2, 1973, March 7, 1973, April 30, 1973 and August 15, 1973, and to propose that Part II, Particular Provisions, be further amended to provide additional funds for and quantities of rice, and to extend the supply period of the agreement, as follows:

Item I, Commodity Table: On the line entitled "Rice", and under the appropriate column headings, delete "1972/1973—305,000 M/T—$83.9" and insert "1972, 1973 and 1974—330,000 M/T—$95.5". On the line entitled "Total", delete "$83.9" and insert "$95.5".

All other terms and conditions of the October 2, 1972 Agreement, as amended, remain the same.

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

30-236 O - 75 - 62

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

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

[SEAL] NGUYEN PHU DUC

Nguyen-Phu-Duc
Acting Minister of Foreign Affairs

His Excellency
GRAHAM MARTIN
Ambassador of the United States of America
Saigon

The American Ambassador to the Vietnamese Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 323

OCTOBER 19, 1973

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended, November 16, 1972, January 17, 1973, March 2, 1973, March 7, 1973, April 30, 1973, August 15, 1973 and October 12, 1973, and to propose that Part II, Particular Provisions, be further amended to provide additional funds for and quantities of rice, and to change the provision for currency use payments as follows:

A. Item I, Commodity Table: On the line entitled "Rice", and under columns headed "Approximate Maximum Quantity" and "Maximum Export Market Value (Millions)", delete "330,000 M/T" and "$95.5", and insert "380,000 M/T" and "$118.7".

B. Item II, Payment Terms, Sub-item 2, Currency Use Payment: Delete the following language: "Proportions of Currency Use Payments Indicated for Specified Purposes:

a. Section 104(a) U.S. Expenditures—20 percent of the amount disbursed, plus accrued interest.
b. Section 104(c) Grant for Common Defense—up to 80 percent of the amount disbursed."

In lieu of the language deleted, insert the following: "Proportions of Currency Use Payments Indicated for Specified Purposes:

a. For quantities and values of commodities provided under this agreement as amended through October 12, 1973:

(1) Section 104(a) U.S. Expenditures—20 percent of the amount disbursed, plus accrued interest.

(2) Section 104(c) Grant for Common Defense—up to 80 percent of the amount disbursed.

b. For quantities and values of commodities provided under this amendment and any subsequent amendment to this agreement: Section 104(c) Grant for Common Defense—100 percent of all currency use payments made."

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

For purposes of Para. A above, this agreement shall be effective on the date of your note in reply and, for the purposes of Para. B above, this agreement shall be effective with disbursements made under purchase authorizations issued to supply those quantities and values of rice provided under this amendment.

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
NGUYEN PHU DUC
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon

The Vietnamese Acting Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
THE MINISTER

No. 4701/EF/HT

SAIGON, *October 19, 1973*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 323 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended, November 16, 1972, January 17, 1973, March 2, 1973, March 7, 1973, April 30, 1973, August 15, 1973 and October 12, 1973, and to propose that Part II, Particular Provisions, be further amended to provide additional funds for and quantities of rice, and to change the provision for currency use payments as follows:

A. Item I, Commodity Table: On the line entitled "Rice", and under columns headed "Approximate Maximum Quantity" and "Maximum Export Market Value (Millions)", delete "330,000 M/T" and "$95.5", and insert "380,000 M/T" and "$118.7".

B. Item II, Payments Terms, Sub-item 2, Currency Use Payment: Delete the following language: "Proportions of Currency Use Payments Indicated for Specified Purposes:

a. Section 104(a) U.S. Expenditures—20 percent of the amount disbursed, plus accrued interest.
b. Section 104(c) Grant for Common Defense—up to 80 percent of the amount disbursed."

In lieu of the language deleted, insert the following: "Proportions of Currency Use Payments Indicated for Specified Purposes:

a. For quantities and values of commodities provided under this agreement as amended through October 12, 1973:

(1) Section 104(a) U.S. Expenditures—20 percent of the amount disbursed, plus accrued interest.
(2) Section 104(c) Grant for Common Defense—up to 80 percent of the amount disbursed.

b. For quantities and values of commodities provided under this amendment and any subsequent amendment to this agreement: Section 104(c) Grant for Common Defense—100 percent of all currency use payments made."

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

For purposes of Para. A above, this agreement shall be effective on the date of your note in reply and, for the purposes of Para. B above, this agreement shall be effective with disbursements made under purchase authorizations issued to supply those quantities and values of rice provided under this amendment.

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

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

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

[SEAL] NGUYEN PHU DUC

Nguyen-Phu-Duc
Acting Minister of Foreign Affairs

His Excellency
GRAHAM MARTIN
Ambassador of the United States of America
Saigon

GHANA

Social Security

Agreement effected by exchange of notes
Dated at Accra May 16, September 10 and October 30, 1973;
Entered into force October 30, 1973.

The American Embassy to the Ghanaian Ministry of Foreign Affairs

No 74

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ghana and has the honor to propose that the United States participate on a voluntary, limited basis in the Ghanaian social security system.

It is proposed that an agreement containing the following conditions govern United States Government participation.

I. EMPLOYEES OF THE UNITED STATES TO WHOM THIS AGREEMENT SHALL APPLY

1. All employees of the United States Government in Ghana who are nationals or permanent residents of Ghana and who are not citizens of the United States nor participants in the United States Civil Service Retirement System, shall, within the limits of their eligibility under Ghanaian law, be covered under the Ghanaian system for social security benefits prescribed in Part IX, Paragraph 40 of Ghanaian Social Security Decree, 1972.

2. The reservation by the Contracting Parties of certain privileges, immunities, and limitations of liability shall confer no rights on the employees of the United States to whom this Agreement applies. The rights and duties of such employees in matters relating to Social Security shall be determined by the law of Ghana. The Republic of Ghana shall extend the same social security benefits to United States Government employees covered by this Agreement as are enjoyed by other nationals and residents of Ghana under the law of Ghana.

II. ADMINISTRATION

1. Subject to the provisions of Part I of this Agreement, the United States shall undertake the following actions on behalf of employees identified in Paragraph 1 of Part I:

a. pay appropriate contributions as an employer;

b. withhold appropriate contributions of its employees;
c. remit said contributions to appropriate officials of Ghana;
d. make returns on forms and in the manner prescribed by Ghana;
e. furnish information as may be relevant to the administration of the provisions of Ghanaian Social Security Decree, 1972;
f. provide self-audit and self-inspection of its accounts an financial records required by the law of Ghana for private employers.

2. Nothing in this Agreement is to be construed as a waiver of the sovereign immunity of the United States Government or as a modification of the privileges and immunities derived from generally accepted principles of international law and practice and from treaties and agreements in force between our respective governments. Nor shall this Agreement subject the United States, its departments or establishments or its officers or employees who are not within the group identified in numbered paragraph 1 of Part I of this Agreement to any judicial or administrative action, whether civil or penal in nature, provided by Ghanaian Social Security Decree, 1972, or any other law now or in the future.

3. If the United States should become eligible for a refund of contributions made pursuant to this Agreement, because of over-payment or other cause, such amounts shall be applied in reduction of future obligations for contributions by the United States. Upon termination of this Agreement, any amounts outstanding to the credit of the United States and held by virtue of this Agreement shall be promptly refunded.

4. The Contracting Parties shall jointly conclude administrative arrangements, regulatory in nature, for the further implementation of this Agreement. Amendments, modifications, additions and deletions of provisions in such administrative arrangements may be made by mutual consent throughout the currency of this Agreement.

III. AMENDMENT OF AGREEMENT

This Agreement may be amended at any time by mutual consent of the Contracting Parties.

IV. TERMINATION OF AGREEMENT

Either Party may terminate this Agreement at any time provided notice in writing is given to the other Party six months in advance of such termination date.

The Embassy proposes that, if these conditions are acceptable to the Ministry, this note and the Ministry's reply concurring therein shall constitute an agreement between our two governments and shall enter into force on the date of the Ministry's note.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
ACCRA, *May 16, 1973.*

The American Embassy to the Ghanaian Ministry of Foreign Affairs

No. 128

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ghana and with reference to the Embassy's Note No. 74 of May 2,[1] 1973, has the honor to inquire when the Ministry expects to be able to indicate whether the Government of Ghana is agreeable to the proposal that Ghanaian employees of the Embassy participate on a voluntary, limited basis in the Ghanaian social security system.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
ACCRA, *September 10, 1973.*

The Ghanaian Ministry of Foreign Affairs to the American Embassy

REPUBLIC OF GHANA
MINISTRY OF FOREIGN AFFAIRS
GHANA

PR/IM/7/Vol. 1.

The Ministry of Foreign Affairs of the Republic of Ghana presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note 128 dated 10 September, 1973, concerning the Embassy's proposal that Ghanaian employees of the Embassy participate on a voluntary basis in the Ghana Social Security Scheme.

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[1] Should read "May 16,".

The Ministry would like to renew its gratitude to the Embassy and inform it that the Government of Ghana is agreeable to the proposal and that the Embassy may proceed forthwith to execute its proposal.

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

ACCRA,
30 October, 1973.

FEDERAL REPUBLIC OF GERMANY

Education: Financing of Exchange Programs

Agreement supplementing the agreement of November 20, 1962, as supplemented.
Effected by exchange of notes
Dated at Bonn and Bonn-Bad Godesberg September 3 and 18, 1973;
Entered into force September 18, 1973.

The Foreign Office of the Federal Republic of Germany to the American Embassy

AUSWÄRTIGES AMT

621-625.73/1973-74

Verbalnote

Das Auswärtige Amt beehrt sich, der Botschaft der Vereinigten Staaten von Amerika unter Bezugnahme auf die durch den Notenwechsel vom 2. März 1973 und 9. März 1973 erfolgte Ergänzung zu Artikel 8 des Abkommens zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Durchführung von Austauschvorhaben zum Zwecke der Aus- und Weiterbildung folgendes mitzuteilen:

Nach Verkündung des Bundeshaushaltsgesetzes 1973 stehen dem Auswärtigen Amt zur Beitragsleistung 1973 weitere 1.623.050 DM zur Verfügung. Dieser Betrag wird bis zum 1. Oktober 1973 an die Fulbright-Kommission, Bonn-Bad Godesberg, als 2. Rate des Beitrags 1973/74 überwiesen werden. Damit belaüft sich der Gesamtbeitrag der Bundesregierung im Haushaltsjahr 1973 (Austauschprogramm für das akademische Jahr von Oktober 1973 bis Juni 1974) auf insgesamt 3.723.050,—DM, unter der Voraussetzung, daß die Kommission ihre Eigenmittel dazu benutzt, die Beiträge der beiden Regierungen um den Betrag zu erhöhen, der für die Durchführung des mit 6.000.000,—DM veranschlagten Haushalts der Kommission erforderlich ist.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, *den 3. September 1973*

[SEAL]

AN DIE
BOTSCHAFT DER
VEREINIGTEN STAATEN VON AMERIKA

Translation

FOREIGN OFFICE

21-625.73/1973-74

Note Verbale

The Foreign Office has the honor to inform the Embassy of the United States of America of the following in reference to the exchange of notes of March 2, 1973 and March 9, 1973, [1] which led to the amendment of Article 8 of the Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America for conducting educational exchange programs: [2]

After publication of the 1973 Federal Budget Law the Foreign Office is able to contribute an additional DM 1,623,050 for 1973. This amount will be transmitted by October 1, 1973 to the Fulbright Commission, Bonn-Bad Godesberg, as a second installment of the contribution for 1973–74. This will bring the total amount of the contribution of the Federal Government to DM 3,723,050.00 for the fiscal year of 1973 (exchange program for the academic year from October 1973 to June 1974), on the condition that the Commission will use its own funds to supplement the contributions of the two governments by the amount required to complete the DM 6,000,000.00 provided for in the Commission's budget.

The Foreign Office avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

Bonn, September 3, 1973

[SEAL]

THE EMBASSY OF THE
UNITED STATES OF AMERICA.

[1] TIAS 7607; *ante*, p. 963.
[2] TIAS 5518; 15 UST 78.

The American Embassy to the Foreign Office of the Federal Republic of Germany

No. 180

The Embassy of the United States of America has the honor to acknowledge receipt of the Foreign Office's Note of September 3, 1973, regarding the Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America for conducting educational exchange programs. It is pleased to learn that it will be possible for the Government of the Federal Republic of Germany to contribute altogether DM 3,723,050 to the conduct of educational exchanges under said Agreement during the program year 1973–74, provided that the Commission will use its own funds to supplement the contributions received from both governments by the amount necessary to implement its budget for 1973–74 set at DM 6,000,000. The Embassy fully endorses this proviso.

At the same time the Embassy is pleased to inform the Foreign Office that it has been possible to increase the U.S. contribution to the 1973–74 program from $460,000 to $503,799, the additional amount of $43,799 having been made available to the Commission on July 12, 1973.

The Embassy avails itself of this opportunity to assure the Foreign Office of its continued high regard.

EMBASSY OF THE UNITED STATES OF AMERICA
BONN-BAD GODESBERG, *September 18, 1973*

NEPAL

Military Assistance: Deposits Under Foreign Assistance Act of 1971

Agreement effected by exchange of notes
Dated at Kathmandu November 20, 1972 and January 16, 1973;
Entered into force January 16, 1973.

The American Embassy to the Nepalese Ministry of Foreign Affairs

No. 86

The Embassy of the United States of America refers to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in Nepalese currency of ten percent of the value of grant assistance for military training provided by the United States to the Government of Nepal.

In accordance with that provision, it is proposed that the Government of Nepal will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in the country of Nepal for Nepalese currency on the date deposits are made, the following amounts in Nepalese currency: in the case of a grant of assistance for military training to the Government of Nepal, an amount equal to ten percent of each such grant. The Government of Nepal will be notified quarterly of rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable

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[1] 86 Stat. 26; 22 U.S.C. § 2321 g.

in Nepalese currency, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Nepal shall, together with this note, constitute an agreement between our governments on this subject effective from and after the date of the Ministry's reply and applicable to rendering of defense services funded or agreed to and rendered on or subsequent to that date.

CSC

EMBASSY OF THE UNITED STATES OF AMERICA,
KATHMANDU, NEPAL
November 20, 1972

The Nepalese Joint Secretary, Ministry of Foreign Affairs, to the American Counsellor

MINISTRY OF FOREIGN AFFAIRS
HIS MAJESTY'S GOVERNMENT OF NEPAL
KATHMANDU

JANUARY 16, 1973

DEAR MR. COON,

Please refer to the Embassy's Note No. 86, dated 20 November, 1972 and our conversation about it.

In this connection I write to confirm that His Majesty's Government of Nepal agrees in principle to pay ten percent of the value of grant assistance for military training of the Nepal Army personnel in the United States of America.

With kind regards,

Yours sincerely,

SHARDUL S. RANA

(Shardul S. Rana)
Joint-Secretary

MR. CARL S. COON,
Counsellor,
American Embassy,
Kathmandu.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

JAMAICA

Agricultural Commodities

Agreement signed at Kingston October 11, 1973; Entered into force October 11, 1973.

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

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

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

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

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

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures

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[1] 80 Stat. 1526, 7 U.S.C. § 1701 *et seq.*

that the two Governments will take individually and collectively in furthering the above-mentioned policies,

Have agreed as follows.

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

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

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

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

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

F The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement) The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be trans-

ported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country

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

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

ARTICLE II

A. Initial Payment

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

B. Type of Financing

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

C. Deposit of Payments

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

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

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

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ARTICLE III

A. World Trade

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

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

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

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

B. Private Trade

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

C. Self-help

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

D. Reporting

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

1. the following information in connection with each shipment of commodities received under the agreement the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped,

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

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

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

E. Procedures for Reconciliation and Adjustment of Accounts

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

F Definitions

For the purpose of this agreement

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

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

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

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less

favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency

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

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

H. Consultation

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

I. Identification and Publicity

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

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table·

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (1,000)
Blended Foods	1974	1,800	$800
		TOTAL	$800

ITEM II. Payment Terms

Dollar Credit

1. Initial Payment—5 percent
2. Currency Use Payment—None
3. Number of Installment Payments—18
4. Amount of Each Installment Payment—approximately equal annual amounts
5. Due Date of First Installment—one year after date of last delivery of commodities in each calendar year
6. Interest Rate—3 percent per annum

ITEM III. Usual Marketing Table

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements
Blended Foods	1974	None

ITEM IV Export Limitations

A. With respect to each commodity financed under this agreement the export limitation period for the same commodities shall be United States fiscal year 1974 or any subsequent United States Fiscal Year during which said commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodity financed under this agreement are for blended foods — blended foods.

ITEM V Self-Help Measures

The Government of Jamaica agrees to

1. Strengthen the Forest Department of the Ministry of Agriculture by improving its organization, administration, and physical facilities and increasing reforested acreage.
2. Continue and improve as much as possible the coordinated efforts of population control programs through the National Family Planning Board.
3. Use its best efforts to increase the production of local food crops through Operation G.R.O.W by furnishing through governmental and private means additional acreage for cultivation.
4. Strengthen, expand and improve the nutritional aspects and the preparation and distribution of foods in the school, pre-school and maternal and child health programs through the Nutrition Products Centre and other local facilities.
5. Disseminate information on the storage and handling of food commodities and improve the storage, handling and distribution of these commodities throughout the nation.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V and for financing the school feeding program of the Government of Jamaica.

ITEM VII. Other Provisions

The Government of Jamaica understands that the Food for Peace Act (PL 480) [1] requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause in Part III of the agreement.

PART III - FINAL PROVISIONS

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

B. This agreement shall enter into force upon signature.

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

DONE at Kingston, Jamaica, in duplicate, this 11th day of October, 1973.

FOR THE GOVERNMENT OF JAMAICA

MICHAEL MANLEY

Michael Manley
Prime Minister and Minister of External Affairs

DAVID H COORE

David H. Coore
Minister of Finance

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ASHLEY C. HEWITT, JR.

Ashley C. Hewitt, Jr.
Chargé d'Affaires

Dollar Credit Annex to the Agreement Between the Government of the United States of America and the Government of Jamaica for Sales of Agricultural Commodities

The following provisions apply with respect to the sales of commodities financed on dollar credit terms.

1. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried

[1] 80 Stat. 1526, 7 U.S.C. § 1701 *et seq.*

in United States flag vessels, but it shall not finance the balance of the cost of ocean transportation of such commodities.

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

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first pavment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the Ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment if any, made by the Government of the importing country pursuant to the proviso in Section 103 (b) of the Act (such payment is herein called 'the currency use payment') The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country The Government of the importing country shall

furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used.

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

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

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

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

Agreed Minutes of PL 480, Title I Negotiation
Kingston, Jamaica

1. Negotiating sessions were held during the week of October 1, 1973. In attendance were

For the Government of Jamaica

Mr. Horace Barber, Financial Secretary,
Ministry of Finance
Mr. F. A. R. Mullings. Deputy Financial Secretary,
Ministry of Finance
Mr. A. O. Sailsman, Principal Assistant Secretary,
Ministry of Finance
Mrs. L. White, Assistant Secretary,
Ministry of Finance
Miss D. Owen, Assistant Secretary,
Ministry of Finance
Mrs. Dorrel Callender, Under Secretary,
Ministry of External Affairs
Mr. Fitz Ford, Project Planning and Review,
Prime Minister's Office

Mr. H. Tucker, Project Planning and Review, Prime Minister's Office
Mr. Dennis Morrison, Project Planning and Review, Prime Minister's Office
Mr. Godfrey Coombs, Assistant Under Secretary, Ministry of Education
Mrs. Edythe Robertson, ARA, Inc., Consultant to Ministry of Education

For the Government of the United States

Mr. Charles P Campbell, AID Affairs Officer, USAID/Jamaica
Mr. Frank Jack, U.S. Department of Agriculture, Export Marketing Service
Mr. William Jennette, Chief, Food Resources Division, OFFP/AID
Mr. John H. Dunlap, Food for Peace Officer, USAID/Jamaica

2. The U.S. representatives discussed the contents of the proposed agreement pursuant to the negotiating instructions and described its involvement in relation to the U.S. agricultural situation.

3. The U.S. representatives called particular attention to the provisions for self-help, the provisions of Section 103, PL 480, and the provisions for identification and publicity

4. Compliance reporting procedures were discussed in detail. In addition the use of an agent by the Government of Jamaica was discussed and it was pointed out that the U.S. Department of Agriculture must approve the agent appointed. The issuance of purchase authorizations, price review, and general purchasing procedures were discussed.

5. The Jamaican representatives expressed their need for other commodities in addition to blended foods contained in the agreement and expressed their hope that other commodities may be added at some later date. The U.S. representatives pointed out that at this time no indication of future commodity availability could be made.

6. Agreement was reached to sign the agreement at 12:30 P.M., Thursday, October 11, 1973.

Above agreed to

A. O. SAILSMAN

Financial Secretary
12th October 1973

UNION OF SOVIET SOCIALIST REPUBLICS

Commercial Facilities

Protocol signed at Moscow October 3, 1973;
Entered into force October 3, 1973.

PROTOCOL

Recalling the undertaking of the United States of America and the Union of Soviet Socialist Republics in the Agreement Regarding Trade signed on October 18, 1972,[1] to cooperate in the expansion and improvement of their commercial facilities in Moscow and Washington, and their undertaking in the Protocol signed on June 22, 1973,[2] to open a Trade Representation of the U.S.S.R. in Washington and a Commercial Office of the U.S.A. in Moscow as soon as possible,

Both Governments welcome the inauguration on October 3, 1973 of a Trade Representation of the U.S.S.R. in Washington and a Commercial Office of the U.S.A. in Moscow and agree that the number of authorized personnel of each of these offices, including the principal officer and his deputies, shall be 25 at the present time. This number may be changed by mutual agreement.

Done at Moscow this 3rd day of October, 1973, in two copies, in English and Russian, both texts being equally authentic.

For the Government of the United States of America:

George P. Shultz
Secretary of the Treasury

[SEAL]

For the Government of the Union of Soviet Socialist Republics:

N. S. Patolichev
Minister of Foreign Trade

[SEAL]

[1] *Department of State Bulletin*, Nov. 20, 1972, p. 595.
[2] TIAS 7657; *ante*, p. 1501.

ПРОТОКОЛ

Ссылаясь на достигнутую между Соединенными Штатами Америки и Союзом Советских Социалистических Республик и зафиксированную в подписанном 18 октября 1972 года Соглашении о торговле договоренность о сотрудничестве в расширении и улучшении возможностей коммерческой деятельности в Вашингтоне и Москве и на договоренность, зафиксированную в подписанном 22 июня 1973 года Протоколе об открытии Торгового Представительства СССР в Вашингтоне и Коммерческого Бюро США в Москве в максимально короткий срок,

оба Правительства приветствуют открытие 3 октября 1973 года Торгового Представительства СССР в Вашингтоне и Коммерческого Бюро США в Москве и соглашаются с тем, что обусловленное число сотрудников каждой из этих организаций, включая руководителя и его заместителей, будет составлять в настоящее время 25 человек. Это число может быть увеличено по взаимной договоренности.

Совершено в Москве 3 октября 1973 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

Джордж П. Шульц,
Министр финансов

За Правительство
Союза Советских Социалистических
Республик

Н.С.Патоличев,
Министр внешней торговли

MULTILATERAL

Charter of the United Nations: [1] Amendment to Article 61 [2]

Adopted by the General Assembly of the United Nations December 20, 1971;
Ratification advised by the Senate of the United States of America September 5, 1973;
Ratified by the President of the United States of America September 13, 1973;
Ratification of the United States of America deposited with the Secretary-General of the United Nations September 24, 1973;
Proclaimed by the President of the United States of America November 13, 1973;
Entered into force September 24, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

An amendment to Article 61 of the Charter of the United Nations was adopted by the General Assembly of the United Nations on December 20, 1971, the text of which amendment as set forth in General Assembly Resolution 2847 (XXVI) in the English, French, Spanish, Russian, and Chinese languages, is hereto annexed;

The Senate of the United States of America by its resolution of September 5, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the amendment;

The President of the United States of America ratified the amendment on September 13, 1973, in pursuance of the advice and consent of the Senate;

The instrument of ratification by the United States of America of the amendment was deposited with the Secretary-General of the United Nations on September 24, 1973;

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[1] TS 993, TIAS 5857, 6529; 59 Stat. 1031; 16 UST 1134; 19 UST 5450. (Footnote added by the Department of State.)

[2] Text as certified by the Secretary General of the United Nations.

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

The requirements of Article 108 of the Charter of the United Nations were fulfilled with respect to the said amendment by September 24, 1973;

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the amendment to Article 61 of the Charter of the United Nations to the end that it shall be observed and fulfilled with good faith on and after September 24, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirteenth day of November in the year of our Lord one thousand nine hundred seventy-
[SEAL] three and of the Independence of the United States of America the one hundred ninety-eighth.

RICHARD NIXON

By the President:
KENNETH RUSH
Acting Secretary of State

Resolution Adopted by the General Assembly

[on the report of the Second Committee (A/8578/Add. 1 and Corr. 1)]

2847 (XXVI). Enlargement of the Economic and Social Council

The General Assembly,

Recognizing that an enlargement of the Economic and Social Council will provide broad representation of the United Nations membership as a whole and make the Council a more effective organ for carrying out its functions under Chapters IX and X of the Charter of the United Nations,

Having considered the report of the Economic and Social Council,[1]

1. Takes note of Economic and Social Council resolution 1621 (LI) of 30 July 1971;

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

ARTICLE 61

"1. The Economic and Social Council shall consist of fifty-four Members of the United Nations elected by the General Assembly.

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

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

"4. Each member of the Economic and Social Council shall have one representative.";

3. Urges all Member States to ratify the above amendment in accordance with their respective constitutional processes as soon as

[1] Official Records of the General Assembly, Twenty-sixth Session, Supplement No. 3 (A/8403).

possible and to deposit their instruments of ratification with the Secretary-General;

4. Further decides that the members of the Economic and Social Council shall be elected according to the following pattern:

(a) Fourteen members from African States;
(b) Eleven members from Asian States;
(c) Ten members from Latin American States;
(d) Thirteen members from western European and other States;
(e) Six members from socialist States of eastern Europe;

5. Welcomes the decision of the Economic and Social Council, pending the receipt of the necessary ratifications, to enlarge its sessional committees to fifty-four members;

6. Invites the Economic and Social Council, as soon as possible and not later than the organizational meetings of its fifty-second session, to elect the twenty-seven additional members from States Members of the United Nations to serve on the enlarged sessional committees; such elections should be in accordance with paragraph 4 above and should be held each year pending the coming into force of the enlargement of the Council;

7. Decides that, as of the date of the entry into force of the above amendment, rule 146 of the rules of procedure of the General Assembly shall be amended to read:

"RULE 146

"The General Assembly shall each year, in the course of its regular session, elect eighteen members of the Economic and Social Council for a term of three years."

2026th plenary meeting,
20 December 1971.

Resolution Adoptee par l'Assemblee Generale

[sur le rapport de la Deuxième Commission (A/8578/Add.1 et Corr. 1)]

2847 (XXVI). Augmentation du nombre des membres du Conseil économique et social

L'Assemblée générale,

Reconnaissant qu'une augmentation du nombre des membres du Conseil économique et social assurera une large représentation de la composition de l'Organisation des Nations Unies dans son ensemble et fera du Conseil un organe plus efficace dans l'accomplissement des

fonctions qui lui incombent aux termes des Chapitres IX et X de la Charte des Nations Unies,

Ayant examiné le rapport du Conseil économique et social [1],

1. Prend note de la résolution 1621 (LI) du Conseil économique et social, en date du 30 juillet 1971;

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

"ARTICLE 61

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

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

3. Lors de la première election qui aura lieu après que le nombre des membres du Conseil économique et social aura été porté de vingt-sept à cinquante-quatre, vingt-sept membres seront élus en plus de ceux qui auront été élus en remplacement des neuf membres dont le mandat viendra à expiration à la fin de l'année. Le mandat de neuf de ces vingt-sept membres supplémentaires expirera au bout d'un an et celui de neuf autres au bout de deux ans, selon les dispositions prises par l'Assemblée générale.

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

3. Prie instamment tous les Etats Membres de ratifier l'amendement ci-dessus le plus tôt possible, conformément à leurs procédures constitutionnelles respectives, et de déposer leurs instruments de ratification auprés du Secrétaire général;

4. Décide en outre que les membres du Conseil économique et social seront élus selon la répartition suivante:

a) Quatorze membres parmi les Etats d'Afrique;
b) Onze membres parmi les Etats d'Asie;
c) Dix membres parmi les Etats d'Amérique latine;
d) Treize membres parmi les Etats d'Europe occidentale et autres Etats;
e) Six membres parmi les Etats socialistes d'Europe orientale;

5. Se félicite de la décision qu'a prise le Conseil économique et social, en attendant de recevoir les ratifications nécessaires, de porter

[1] Documents officiels de l'Assemblée générale, vingt-sixième session Supplement No 3 (A/8403).

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à cinquante-quatre le nombre des membres de ses comités de session;

6. Invite le Conseil économique et social à élire, le plus tôt possible et au plus tard lors des séances d'organisation des travaux de sa cinquante-deuxième session, parmi les Etats Membres de l'Organisation des Nations Unies les vingt-sept membres supplémentaires appelés à siéger aux comités de session élargis, étant entendu que ces élections devraient être conformes au paragraphe 4 ci-dessus et avoir lieu chaque année en attendant l'entrée en vigueur de l'augmentation du nombres des membres du Conseil;

7. Décide que, à compter de la date d'entrée en vigueur de l'amendement susmentionné, l'article 146 du règlement intérieur de l'Assemblée générale sera modifié de la façon suivante:

"ARTICLE 146

Chaque année, au cours de sa session ordinaire, l'Assemblée générale élit dix-huit membres du Conseil économique et social pour une période de trois ans."

2026ème séance plénière,
20 décembre 1971.

Resolución Aprobada por la Asamblea General

[sobre la base del informe de la Segunda Comisión (A/8578/Add.1 y Add.1/Corr.1)]

2847 (XXVI). Aumento del número de miembros del Consejo Económico y Social

La Asamblea General,

Reconociendo que el aumento del número de miembros del Consejo Económico y Social proporcionará una representación amplia al conjunto de Miembros que componen las Naciones Unidas y hará del Consejo un órgano más eficaz para el desempeño de sus funciones en virtud de los Capítulos IX y X de la Carta de las Naciones Unidas,

Habiendo examinado el informe del Consejo Económico y Social [1],

1. Toma nota de la resolución 1621 (LI) del Consejo Económico y Social, de 30 de Julio de 1971;

2. Decide aprobar, de conformidad con el Artículo 108 de la Carta de las Naciones Unidas, la siguiente enmienda a la Carta y presentarla a los Estados Miembros de las Naciones Unidas para su ratificación:

[1] Documentos Oficiales de la Asamblea General, vigésimo sexto período de sesiones, Suplemento No. 3 (A/8403).

"ARTÍCULO 61

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

"2. Salvo lo prescrito en el párrafo 3, dieciocho miembros del Consejo Económico y Social serán elegidos cada año por un período de tres años. Los miembros salientes serán reeligibles para el período subsiguiente.

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

"4. Cada miembro del Consejo Económico y Social tendrá un representante."

3. Insta a todos los Estados Miembros a que ratifiquen cuanto antes la enmienda supra, de conformidad con sus respectivos procedimientos constitucionales y a que depositen sus instrumentos de ratificación en poder del Secretario General;

4. Decide además que los miembros del Consejo Económico y Social sean elegidos de la siguiente manera:

a) Catorce miembros de Estados de Africa;

b) Once miembros de Estados de Asia;

c) Diez miembros de Estados de América Latina;

d) Trece miembros de Estados de Europa occidental y otros Estados;

e) Seis miembros de Estados socialistas de Europa oriental;

5. Acoge con agrado la decisión del Consejo Económico y Social de aumentar a cincuenta y cuatro el número de miembros de sus comités del período de sesiones, en espera de recibir las ratificaciones necesarias;

6. Invita al Consejo Económico y Social a que, lo antes posible y no después de las reuniones organizacionales de su 52° período de sesiones, elija a los veintisiete miembros adicionales de entre los Estados Miembros de las Naciones Unidas para que formen parte de los comités ampliados del período de sesiones, quedando entendido que esas elecciones deberán efectuarse de conformidad con lo dispuesto en el párrafo 4 supra y celebrarse cada año, en espera de la entrada en vigor del aumento del número de miembros del Consejo;

7. Decide que, a partir de la fecha de la entrada en vigor de la enmienda supra, el artículo 146 del reglamento de la Asamblea General quedará modificado de la siguiente manera:

"ARTÍCULO 146

"Cada año, en el curso de su período ordinario de sesiones, la Asamblea General elegirá dieciocho miembros del Consejo Económico y Social, por un período de tres años."

2026a. sesión plenaria,
20 de diciembre de 1971.

РЕЗОЛЮЦИЯ, ПРИНЯТАЯ ГЕНЕРАЛЬНОЙ АССАМБЛЕЕЙ

/По докладу Второго комитета (A/8578/Add.1 и Corr.1)/

2847 (XXVI). Расширение Экономического и Социального Совета

Генеральная Ассамблея,

признавая, что расширение Экономического и Социального Совета обеспечит широкое представительство членов Организации Объединенных Наций в целом и сделает Совет более эффективным органом при осуществлении им своих функций, предусмотренных в главах IX и X Устава Организации Объединенных Наций,

рассмотрев доклад Экономического и Социального Совета[1/],

1. принимает к сведению резолюцию 1621 (LI) Экономического и Социального Совета от 30 июля 1971 года;

2. постановляет принять, в соответствии со статьей 108 Устава Организации Объединенных Наций, следующую поправку к Уставу и открыть ее для ратификации государствами-членами Организации Объединенных Наций:

"Статья 61

1. Экономический и Социальный Совет состоит из пятидесяти четырех членов Организации Объединенных Наций, избираемых Генеральной Ассамблеей.

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

1/ Официальные отчеты Генеральной Ассамблеи, двадцать шестая сессия, дополнение № 3 (A/8403).

3. При первых выборах после увеличения числа членов Экономического и Социального Совета с двадцати семи до пятидесяти четырех, в дополнение к членам, избираемым вместо девяти членов, срок полномочий которых истекает в конце данного года, избираются двадцать семь дополнительных членов. Срок полномочий девяти из двадцати семи дополнительных членов, избранных таким образом, истекает в конце первого года, а срок полномочий девяти других членов - в конце второго года в соответствии с постановлениями Генеральной Ассамблеи.

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

3. настоятельно призывает всех государств-членов как можно скорее ратифицировать вышеуказанную поправку, в соответствии с их конституционной процедурой, и депонировать документы о ратификации у Генерального секретаря;

4. постановляет, далее, что члены Экономического и Социального Совета подлежат избранию согласно следующему порядку:

a) четырнадцать членов от африканских государств,

b) одиннадцать членов от азиатских государств,

c) десять членов от латиноамериканских государств,

d) тринадцать членов от западноевропейских и прочих государств,

e) шесть членов от восточноевропейских социалистических государств;

5. приветствует решение Экономического и Социального Совета увеличить до поступления необходимых документов о ратификации число членов его сессионных комитетов до пятидесяти четырех;

6. предлагает Экономическому и Соцаильносу Совету как можно скорее и не позднее, чем во время организационных заседаний его пятьдесят второй сессии, избрать двадцать семь дополнительных членов Совета из числа государств-членов Организации Объединенных Наций для работы в сессионных комитетах расширенного состава; эти выборы должны соответствовать вышеизложенному пункту 4 и проводиться каждый год до вступления в силу положений о расширении членского состава Совета;

7. постановляет, что, начиная с даты вступления в силу вышеизложенной поправки, правило 146 правил процедуры Генеральной Ассамблеи будет изменено следующим образом:

"Правило 146

Генеральная Ассамблея ежегодно во время своей очередной сессии избирает на трехлетний срок восемнадцать членов Экономического и Социального Совета".

2026-е пленарное заседание,
20 декабря 1971 года.

大會決議案

〔據第二委員會報告書(A/8578/Add.1及Corr.1)通過〕

二八四七(二十六)．擴大經濟暨社會理事會

大會，

承認經濟暨社會理事會的擴大能使其廣大地代表整個聯合國的成員並使理事會成爲一個更有效的機關，以執行聯合國憲章第九章和第十章內所規定的職務，

已經審議經濟暨社會理事會的報告書，[1]

一、注意到經濟暨社會理事會於一九七一年七月三十日通過的決議案一六二一(五十一)；

二、決定依照聯合國憲章第一百零八條的規定通過下列憲章修正案，提請聯合國各會員國批准：

"第六十一條

"一、經濟暨社會理事會由大會選舉聯合國五十四會員國組織之。

"二、除第三項所規定外，經濟暨社會理事會每年選

[1] 大會正式紀錄，第二十六屆會，補編第三號(A/8403)．

舉理事十八國，任期三年。 任滿之理事國得即行連選。

"三 經濟暨社會理事會理事國自二十七國增至五十四國後第一次選舉時，除選舉理事九國接替任期在該年年終屆滿之理事國外，應另增選理事二十七國。 增選之理事二十七國中，九國任期一年，另九國任任期二年，依大會所定辦法。

"四 經濟暨社會理事會之每一理事國應有代表一人。";

三 促請全體會員國迅速各依其本國憲法程序批准上述修正案，並將批准書交存秘書長；

四 並決定經濟暨社會理事會各理事國應照下列分配辦法選定：

(a) 非洲國家十四席；

(b) 亞洲國家十一席；

(c) 拉丁美洲國家十席；

(d) 西歐和其他國家十三席；

(e) 東歐社會主義國家六席；

五 歡迎經濟暨社會理事會的決定，在未收到必要數目的批准書以前，先將其所屬屆會委員會的委員國增至五十四國；

六 請經濟暨社會理事會迅速並至遲在理事會第五十二屆會舉行工作安排會議時，從聯合國會員國中增選二十七國參加擴大後的屆會委員會；這種選舉應依照上文第四段辦理，並應在理事會擴大組織生效以前每年舉行一次；

七 決定從上述修正案生效日起，大會議事規則第一百四十六條修正如下：

"第一百四十六條

"大會應於每年常會中選舉經濟暨社會理事會十八理事國，任期三年。

一九七一年十二月二十日，
第二〇二六次全體會議。

NORWAY

Mutual Defense Assistance

Agreement amending annex C to the agreement of January 27, 1950.
Effected by exchange of notes
Dated at Oslo October 18 and 26, 1973;
Entered into force October 26, 1973.

The American Embassy to the Norwegian Ministry of Foreign Affairs

101.

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry of Foreign Affairs, and, with reference to Paragraph 1, Article IV of the Mutual Defense Assistance Agreement between the United States and Norway signed at Washington on January 27, 1950, [1] has the honor to state for the information of the Ministry that the minimum amount of Norwegian Kroner necessary during the United States Government's fiscal year 1974 (July 1, 1973–June 30, 1974) for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, included those of related training in Norway, has been estimated to be Norwegian Kroner 1,138,364.

The Embassy also has the honor to state that the requested amount of Norwegian Kroner 1,138,364 was arrived at after deducting Norwegian Kroner 49,771 which was contributed by the Norwegian Government during the United States Government's fiscal year 1972 in excess of actual United States Government expenditures.

The Embassy furthermore has the honor to state for the information of the Ministry that the Norwegian Government contributed Norwegian Kroner 946,931 for the United States Government's fiscal year 1973 expenses.

The Embassy 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

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[1] TIAS 2016; 1 UST 106.

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 Norwegian Kroner 1,138,364 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, 1974".

It is suggested that, if acceptable to the Norwegian Government, this Note and the Ministry's reply together shall constitute an Amendment to Annex C of the Mutual Defense Assistance Agreement between the United States of America and Norway, signed at Washington, D.C. on January 27, 1950.

JMC

EMBASSY OF THE UNITED STATES OF AMERICA
OSLO, *October 18, 1973*

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

J.no. 1621/V/73

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 101 of October 18, 1973, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

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

"In implementation of paragraph (1) of Article IV of the Mutual Defence Agreement between the Government 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 Norwegian Kroner 1 138 364,00 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, 1974."

The Ministry agrees that the Embassy's Note of October 18, 1973, 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, *October 26, 1973.*

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of September 10, 1973.
Effected by exchange of notes
Signed at Islamabad November 2, 1973;
Entered into force November 2, 1973.

The American Chargé d'Affaires ad interim to the Pakistani Secretary, Economic Affairs Division, Ministry of Finance, Planning and Development

EMBASSY OF THE
UNITED STATES OF AMERICA

ISLAMABAD *November 2, 1973*

SIR:

I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 10, 1973 [1] and to propose that the Agreement be amended as follows:

(A) Part II, Item I, Commodity Table: Under appropriate columns, insert "Grain Sorghums, 1974, 40,000 MT, $4.6".

(B) Part II, Item I, Commodity Table: For "Total" Maximum Export Market Value, delete "$11.8" and insert "$16.4".

(C) Part II, Item III, Usual Marketing Table: Under appropriate columns, insert "Grain Sorghums, 1974, None".

(D) Part II, Item IV.B. Export Limitations: Delete the period (full-stop), insert a semi-colon, and add the following: "For Grain Sorghum—corn, cornmeal, barley, grain sorghums, rye, oats, and mixed feeds containing predominantly such grains."

Notwithstanding the provisions of Part II, Item IV(A) of the Agreement signed September 10, 1973, the beginning date for the Export Limitation Period for grain sorghums—corn, cornmeal, barley, grain sorghums, rye, oats, and any mixed feeds containing predominantly such grains—shall be the effective date of this

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[1] TIAS 7714; *ante*, p. 2009.

Amendment and extends through United States fiscal year 1974 and other subsequent United States fiscal years during which the commodity financed under this Agreement is being imported or utilized.

All other terms and conditions of the September 10, 1973 Agreement remain the same.

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

Please accept the renewed assurances of my highest consideration.

SIDNEY SOBER

Sidney Sober
Charge d'Affaires a.i.

Mr. AFTAB AHMAD KHAN
Secretary
Economic Affairs Division
Ministry of Finance, Planning and Development
Government of Pakistan
Islamabad

The Pakistani Secretary, Economic Affairs Division, to the American Chargé d'Affaires ad interim

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION

ISLAMABAD: *November 2, 1973.*

DEAR MR. SOBER,

I have the honour to acknowledge with thanks the receipt of your letter dated November 2, 1973, proposing to amend our PL 480 Title I Agreement of September 10, 1973, to cover 40,000 MT of Grain Sorghum worth $4.6 million.

2. The text of your letter under reference is reproduced below:

"I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 10, 1973 and to propose that the Agreement be amended as follows:

(A) Part II, Item I, Commodity Table: Under appropriate columns, insert "Grain Sorghums, 1974, 40,000 MT, $4.6".

(B) Part II, Item I, Commodity Table: For "Total" Maximum Export Market Value, delete "$11.8" and insert "$16.4".

(C) Part II, Item III, Usual Marketing Table: Under appropriate columns, insert "Grain Sorghums, 1974, None".

(D) Part II, Item IV.B. Export Limitations: Delete the period (full-stop), insert a semi-colon, and add the following: "For Grain Sorghum—corn, cornmeal, barley, grain sorghums, rye, oats, and mixed feeds containing predominantly such grains."

Notwithstanding the provisions of Part II, Item IV(A) of the Agreement signed September 10, 1973, the beginning date for the Export Limitation Period for grain sorghums—corn, cornmeal, barley, grain sorghums, rye, oats, and any mixed feeds containing predominantly such grains—shall be the effective date of this Amendment and extends through United States fiscal year 1974 and other subsequent United States fiscal years during which the commodity financed under this Agreement is being imported or utilized.

All other terms and conditions of the September 10, 1973 Agreement remain the same.

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

Please accept the renewed assurances of my highest consideration."

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

AFTAB AHMAD KHAN

(Aftab Ahmad Khan)

Mr. SIDNEY SOBER,
Charge d'Affaires, a.i.,
American Embassy,
Islamabad.

MEXICO

Epidemiological Study of Narcotics Abuse

Agreement effected by exchange of notes
Signed at México October 26 and November 7, 1973;
Entered into force November 7, 1973.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES
OF AMERICA

No. 1552

MEXICO, D.F., *October 26, 1973*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of this Embassy and of the Mexican Center for Drug Dependency Research (CEMEF), and to confirm to Your Excellency that the Government of the United States of America is prepared to provide CEMEF with a total of one man year of technical assistance as consultants in the formulation and execution of an epidemiological study of narcotics abuse in Mexico and as teachers in a graduate training program in social science research methods, which are necessary to carry out the epidemiological study

The technical assistance would be provided on the following terms:

(1) The purpose of the technical assistance is to enable CEMEF to carry out a two-year epidemiological study on the use and misuse of legal psychoactive drugs and illicit drugs and thereby contribute to joint, ongoing United States/Mexican efforts to curb drug abuse.

(2) The technical assistance will be financed by a special grant not to exceed US $75,650 and contracted to the Resource Planning Corporation of Miami, Florida.

(3) CEMEF agrees that it will provide the necessary resources (other than those provided under the proposed technical assistance agreement) to carry out the full two year program.

(4) Access will be given at any time to personnel of the United States Special Action Office for Drug Abuse Prevention (SAODAP) for the purpose of monitoring the work of the Resource Planning Corporation of Miami, and CEMEF will give an opinion to SAODAP on the work carried out at the end of the contract period and at such other times as SAODAP shall request.

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(5) The responsible agencies for implementing this project will be SAODAP of the United States Government and CEMEF with the authorization of the Government of Mexico.

In the event that the Government of the United Mexican States agrees to the foregoing, I have the honor to propose that this note and Your Excellency's reply expressing the acceptance of your Government shall constitute an agreement between our two Governments.

Accept, Excellency, the assurances of my highest consideration.

ROBERT H. MCBRIDE

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D F

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

510693 MÉXICO, D F., *a 7 de noviembre de 1973.*

SEÑOR EMBAJADOR.

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta nota 1552, fechada el 26 de octubre de 1973 cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme a conversaciones recientes entre representantes de esta Embajada y del Centro Mexicano de Estudios en Farmacodependencia (CEMEF), y de confirmar a Vuestra Excelencia que el Gobierno de los Estados Unidos de América está dispuesto a proporcionar a CEMEF asistencia técnica por un total de un año-hombre de consultores en la formulación y ejecución de un estudio epidemiológico sobre abuso de narcóticos en México y de profesores en un programa de entrenamiento de posgrado en métodos de investigación en ciencias sociales, los cuales son necesarios para realizar el estudio epidemiológico.– La asistencia técnica sería proporcionada en los siguientes términos: 1) El propósito de la asistencia técnica es el de capacitar a CEMEF para realizar en el término de dos años un estudio epidemiológico sobre el uso y abuso de drogas psicoactivas legales y drogas ilícitas y contribuír, de esa manera, a los esfuerzos conjuntos que realizan los Estados Unidos y México con el fin de combatir el abuso de las drogas.– 2) La asistencia técnica será financiada mediante una

donación especial que no excederá de 75,650 dólares de los Estados Unidos y que será contratada con la "Resource Planning Corporation" de Miami, Florida.– 3) CEMEF conviene en proporcionar los fondos necesarios (distintos de los previstos conforme al acuerdo de asistencia técnica que se propone) para llevar a cabo en su totalidad el programa de dos años.– 4) Se dará acceso, en cualquier momento, al personal de la oficina de actividades especiales para la prevención del abuso de las drogas de Estados Unidos (SAODAP) con el propósito de supervisar el trabajo de la "Resource Planning Corporation" de Miami, CEMEF dará su opinión a SAODAP sobre el trabajo realizado al terminar el plazo del contrato y en todas las demás ocasiones en que lo solicite SAODAP – 5) Las dependencias responsables de la ejecución de este proyecto serán SAODAP del Gobierno de los Estados Unidos y CEMEF con la autorización del Gobierno de México.—En caso de que el Gobierno de los Estados Unidos Mexicanos convenga en lo anterior, tengo el honor de proponer que esta nota y la respuesta de Vuestra Excelencia comunicando la aceptación de su Gobierno constituyan un acuerdo entre nuestros dos gobiernos"

En respuesta, tengo el honor de informar a Vuestra Excelencia que mi Gobierno encuentra aceptables las propuestas del Gobierno de Vuestra Excelencia y, en consecuencia, está de acuerdo en considerar la nota de Vuestra Excelencia arriba transcrita y la presenta nota como constitutivas de un acuerdo entre nuestros dos gobiernos.

Aprovecho esta ocasión para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

E. O. RABASA

Al Excelentísimo Señor ROBERT HENRY MCBRIDE,
Embajador Extraordinario y Plenipotenciario de
los Estados Unidos de América.
Ciudad.

Translation

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

510693

MEXICO, D.F., *November 7, 1973*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 1552 dated October 26, 1973, which, translated into Spanish, reads as follows:

[For the English language text, see p. 2245.]

In reply, I have the honor to inform Your Excellency that my Government finds the proposals of Your Excellency's Government to be acceptable, and consequently it concurs in considering that Your Excellency's note and this reply thereto shall constitute an agreement between our two Governments.

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

E. O. RABASA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
Mexico, D.F

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of September 10, 1973, as amended.
Effected by exchange of notes
Signed at Islamabad November 12, 1973;
Entered into force November 12, 1973.

The American Chargé d'Affaires ad interim to the Pakistani Secretary, Economic Affairs Division, Ministry of Finance, Planning and Development

EMBASSY OF THE UNITED STATES OF AMERICA

ISLAMABAD, *November 12, 1973*

SIR:

I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 10, 1973, as amended, [1] and to propose that the Agreement be further amended as follows

(A) Part II, Item I, Commodity Table Under appropriate columns, insert "Soybean/cottonseed Oil, 1974, 40,000 MT, $17.7"

(B) Part II, Item I, Commodity Table For "Total" Maximum Export Market Value, delete "$16.4" and insert "$34.1"

(C) Part II, Item III, Usual Marketing Table Under appropriate columns, insert "Edible Vegetable Oil and/or Oil Bearing Seeds (Oil Equivalent Basis), 1974, 21,500 MT (of which 2,500 MT shall be imported from the U.S.)"

(D) Part II, Item IV(B). Export Limitations Delete the period (full-stop), insert a semi-colon, and add the following· "For Soybean/Cottonseed Oil—all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, rapeseed oil, sesame oil, and any other edible oil or oil bearing seeds from which these products are produced."

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[1] TIAS 7714, 7741, *ante*, pp. 2009, 2242.

All other terms and conditions of the September 10, 1973 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments effective on the date of your note in reply

Please accept the renewed assurances of my highest consideration.

SIDNEY SOBER

Sidney Sober
Chargé d'Affaires a.i.

Mr. AFTAB AHMAD KHAN
Secretary
Economic Affairs Division
Ministry of Finance, Planning and Development
Government of Pakistan
Islamabad

The Pakistani Secretary, Economic Affairs Division, to the American Chargé d'Affaires ad interim

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION

NO.1(2)US-VI/73. ISLAMABAD *November 12, 1973.*

DEAR MR. SOBER,

I have the honour to acknowledge with thanks the receipt of your letter dated November 12, 1973. proposing to amend further our PL 480 Title I Agreement of September 10, 1973, to cover 40,000 MT of Soybean/Cottonseed oil worth $17.7 million.

2. The text of your letter under reference is reproduced below

"I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 10, 1973, as amended, and to propose that the Agreement be further amended as follows

(A) Part II, Item I, Commodity Table Under appropriate columns, insert "Soybean/Cottonseed Oil, 1974, 40,000 MT, $17.7"

(B) Part II, Item I, Commodity Table For "Total" Maximum Export Market Value, delete "$16.4" and insert "$34.1"

(C) Part II, Item III, Usual Marketing Table Under appropriate columns, insert "Edible Vegetable Oil and/or Oil Bearing Seeds (Oil Equivalent Basis), 1974, 21,500 MT (of which 2,500 MT shall be imported from the U.S.)"

(D) Part II, Item IV (B) Export Limitations Delete the period (full-stop), insert a semi-colon, and add the following· "For Soybean/Cottonseed Oil—all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, rapeseed oil, seasame oil, and any other edible oil or oil bearing seeds from which these products are produced."

All other terms and conditions of the September 10, 1973 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments effective on the date of your note in reply

Please accept the renewed assurances of my highest consideration."

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

AFTAB AHMED KHAN

(Aftab Ahmed Khan)

Mr. SIDNEY SOBER,
Charge d'Affaires, a.i.,
American Embassy,
Islamabad.

EGYPT

Trade in Cotton Textiles

Agreement extending the agreement of September 30 and October 5, 1970.
Effected by exchange of notes between the Secretary of State and the Embassy of India (representing Egyptian interests)
Dated at Washington October 5 and November 9, 1973;
Entered into force November 9, 1973.

The Indian Embassy to the Department of State

EMBASSY OF INDIA
EGYPTIAN INTERESTS SECTION
2310 DECATUR PLACE, N.W.
WASHINGTON, D.C. 20008

The Embassy of India, Egyptian Interests Section, presents its compliments to the Department of State of the United States of America and has the honour to refer to the agreement concerning trade in cotton textiles between the Arab Republic of Egypt and the United States of America, effected by exchange of notes on 30 September and 5 October 1970. [1]

The Government of the Arab Republic of Egypt proposes:

A. To extend the terms of this agreement to 31 December 1973 with the understanding that during this extension the quotas will be a quarter of what is stipulated in the agreement.

B. As for 1974, and after, the Government of the Arab Republic of Egypt suggests that this should be worked out during the coming meeting of the Textiles Commission on the International Agreement of cotton textiles which will convene in Geneva this month.

The Government of the Arab Republic of Egypt would appreciate receiving a reply from the Government of the United States of America stating its acceptance of these proposals.

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[1] TIAS 6963; 21 UST 2154.

The Embassy of India, Egyptian Interests Section, avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

5 October 1973

WASHINGTON, D.C.

DEPARTMENT OF STATE
Washington, D.C.

The Secretary of State to the Indian Ambassador

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 9, 1973

EXCELLENCY:

I have the honor to request that Your Excellency, in your capacity as representative of the interests of the Arab Republic of Egypt, convey the following information to that Government:

"The Secretary of State refers to the agreement concerning trade in cotton textiles between the United States and the Arab Republic of Egypt effected by exchange of notes dated September 30 and October 5, 1970, and to the note dated October 5, 1973, of the Embassy of India, Egyptian Interests Section, transmitting a proposal on behalf of the Government of the Arab Republic of Egypt that the agreement be extended for a period of three months through December 31, 1973. During the three-month extended period, the export limitations, including the aggregate limit, shall be in amounts equal to one-fourth of each of the limitations in effect during the last year of the agreement multiplied by 105 percent.

"At the request of the Government of the United States of America, I have the honor to inform you that this proposal is acceptable to that Government. Accordingly, the note of the Embassy of India, Egyptian Interests Section, dated October 5, 1973, and this reply constitute an extension of the Agreement between the Government of the United States of America and the Government of the United Arab Republic of Egypt."

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
TRILOKI NATH KAUL,
Ambassador of India.

ISRAEL

Agricultural Commodities

Agreement amending the agreement of October 13, 1972.
Effected by exchange of notes
Signed at Washington November 19, 1973;
Entered into force November 19, 1973.

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 19, 1973

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed on October 13, 1972 [1] and to propose that in Part II, Item I, the Commodity Table be amended as follows: (A) for wheat/wheat flour, to reduce the maximum export marketing value from $16.9 million to $16.2 million; and (B) for edible vegetable oil, to increase the maximum export marketing value from $3.6 million to $4.3 million. The total maximum export marketing value remains unchanged at $62.5 million.

All other terms and conditions of the October 13, 1972 Agreement remain the same.

If the foregoing is acceptable to your government, I have the honor to propose that this note and your reply concurring therein constitute an agreement between our two governments to enter into force on the date of your note in reply.

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

For the Secretary of State:

JOSEPH J SISCO

His Excellency
SIMCHA DINITZ,
Ambassador of Israel.

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[1] TIAS 7472; 23 UST 2823.

The Israeli Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

AO/454

19 NOVEMBER 1973

SIR:

I have the honor to refer to the Department Note of today's date in which an amendment to the Agricultural Commodities Agreement between our two governments signed on October 13, 1972, is proposed as follows:

(A) For wheat/wheat flour, to reduce the maximum export marketing value from $16.9 million to $16.2 million; and (B) for edible vegetable oil, to increase the maximum export marketing value from $3.6 million to $4.3 million. The total maximum export marketing value remains unchanged at $62.5 million.

All other terms and conditions of the October 13, 1972 Agreement remain the same.

The foregoing amendment is acceptable to the Government of Israel and we concur that this constitutes an agreement between our two governments to enter into force on this date.

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

SIMCHA DINITZ

Simcha Dinitz
Ambassador

The Honorable
Dr. HENRY A. KISSINGER
Secretary of State
Washington, D.C.

SOCIALIST REPUBLIC OF ROMANIA

Relations

Joint statement by the President of the United States of America and the President of the Council of State of the Socialist Republic of Romania.
Signed at Washington December 5, 1973;
Entered into force December 5, 1973.

JOINT STATEMENT OF
THE PRESIDENT OF THE UNITED STATES OF AMERICA,
RICHARD NIXON
AND
THE PRESIDENT OF THE COUNCIL OF STATE
OF THE SOCIALIST REPUBLIC OF ROMANIA,
NICOLAE CEAUSESCU

The President of the United States of America, Richard Nixon, and the President of the Council of State of the Socialist Republic of Romania, Nicolae Ceausescu,

-- having met in a cordial, constructive and friendly atmosphere, which provided the opportunity for a useful and comprehensive exchange of views,

-- having discussed United States-Romanian relations, the principles underlying those relations, and the principal international problems of current concern in a spirit of full and mutual respect reflecting the interests of the American and Romanian peoples in closer contacts,

agreed on the following statement:

They expressed the conviction that all nations, whatever their size, political, economic or social systems or level of development, should contribute to a durable world peace, founded on freedom, equality, justice and respect for human rights.

The two Presidents noted with satisfaction the favorable development of relations and the good results achieved following President Nixon's state visit to

Romania in 1969 and his subsequent meeting with President Nicolae Ceausescu in Washington in 1970. They agreed on the desirability of expanding and further developing relations between their two countries on a solid and lasting basis for the mutual benefit of the American and Romanian peoples.

I

The two Presidents solemnly reaffirmed that the bilateral relations between the United States of America and the Socialist Republic of Romania are founded on the purposes and principles of the United Nations Charter,[1] and, consistent with these, especially on the following closely interrelated principles:

the right of each state to existence, independence, and sovereignty;

the juridical equality of all states irrespective of their size, level of development, and political, economic and social systems;

the right of each state freely to choose and develop its political, social, economic, and cultural systems;

refraining from the threat or use of force in violation of the United Nations Charter, respect for territorial integrity, and inviolability of frontiers;

non-intervention, direct or indirect, for any reason whatever, in the internal affairs of any other state;

[1] TS 993; 59 Stat. 1031.

the duty of states to settle their international disputes by peaceful means;

cooperation in various fields of international relations in order to promote international peace and security and economic and social progress.

II

The two Presidents expressed their determination to develop the relations of the two countries in a spirit of esteem, respect and mutual advantage. They agreed to take measures as appropriate to encourage the expansion of trade as well as industrial, scientific and technical cooperation, in particular, such forms of collaboration as joint ventures and joint research between enterprises and institutions of the two countries. They also agreed to take appropriate measures to develop friendly relations between the two peoples, by creating conditions for better mutual knowledge of their spiritual and material values, by expanding and deepening contacts and exchanges in such fields as science, technology, culture, arts, education, information, and tourism, by relations between institutions, organizations, associations, and enterprises, as well as by contacts between the citizens of the two countries. They will contribute to the solution of humanitarian problems on the basis of mutual confidence and good will.

III

The two Presidents expressed their determination to act for the strengthening of the role of the United Nations in the maintenance and consolidation of international peace, the development of cooperation among all nations, and the promotion of the norms of international law in relations among states.

They stressed the importance of achieving effective measures of disarmament conducive to the strengthening of international peace and security.

They agreed to continue their support for the achievement of security and cooperation in Europe, noting that the Conference on Security and Cooperation in Europe and the negotiations on Mutual Reduction of Forces and Armaments and Associated Measures in Central Europe should contribute to this end. They agreed that the process of building European security would produce closer relations among the participants and make a positive contribution to world peace. They further agreed that the development of good neighborly relations among Balkan countries will contribute to cooperation, security, and relaxation of tensions in Europe.

Noting that international relations are in a period of intense change, the two Presidents welcomed the continuing progress toward relaxation of tensions and toward an era of negotiation rather than confrontation.

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They welcomed the new opportunities for increasing participation by all interested states in the resolution, by negotiation, of controversial problems for the further improvement of international relations.

They expressed their satisfaction with the agreement concerning the reestablishment of peace in Vietnam and their hope that it will be implemented to contribute to peace and stability in Indochina.

They expressed their concern with the recent outbreak of the conflict in the Middle East and emphasized the importance they attach to current efforts to achieve a just and lasting peace. They expressed themselves in favor of the settlement of the conflict by peaceful means in the spirit and on the basis of the Security Council resolution of November 22, 1967. They stressed the need to proceed without delay to the negotiations called for by the Security Council Resolution of October 22, 1973 and to the convocation of the peace conference.

IV

The two Presidents expressed their conviction that the continued development of friendly relations between the United States of America and the Socialist Republic of Romania, based on equality, mutual respect and due

consideration for their respective interests, serves the cause of international peace and cooperation.

Stressing the value of personal contacts, they reaffirmed their commitment to deepen and expand relations between the two countries by consultations at various levels as well as through normal diplomatic channels.

Washington, December 5, 1973

RICHARD NIXON

PRESIDENT OF THE
UNITED STATES OF AMERICA

NICOLAE CEAUSESCU

PRESIDENT OF THE
COUNCIL OF STATE OF THE
SOCIALIST REPUBLIC OF ROMANIA

DECLARATIE COMUNA

A PRESEDINTELUI STATELOR UNITE ALE AMERICII, RICHARD NIXON, SI A PRESEDINTELUI CONSILIULUI DE STAT AL REPUBLICII SOCALISTE ROMANIA, NICOLAE CEAUSESCU

Preşedintele Statelor Unite ale Americii, Richard Nixon şi Preşedintele Consiliului de Stat al Republicii Socialiste Romania, Nicolae Ceauşescu,

- întîlnindu-se într-o atmosferă cordială, constructivă şi prietenească, care le-a dat posibilitatea de a avea un schimb de vederi util şi cuprinzător,

- în urma discuţiilor cu privire la relaţiile dintre Statele Unite şi România, la principiile care stau la baza acestor relaţii, precum şi la principalele probleme internaţionale actuale, desfăşurate într-un spirit de deplin respect reciproc, reflectînd interesele popoarelor american şi român de a avea contacte mai strînse,

au convenit asupra următoarei Declaraţii:

Ei au exprimat convingerea că toate statele, indiferent de mărime, de sisteme politice, economice sau sociale sau de nivelul de dezvoltare trebuie să contribuie la o pace durabilă în lume, bazată pe libertate, egalitate, justiţie şi respectarea drepturilor omului.

Cei doi Preşedinţi au subliniat cu satisfacţie dezvoltarea favorabilă a relaţiilor şi bunele rezultate obţinute ca urmare a

vizitei de stat pe care Preşedintele Nixon a făcut-o în România în 1969 şi a întîlnirii ulterioare a Preşedintelui Nicolae Ceauşescu la Washington în 1970. Ei au fost de acord să extindă şi să dezvolte în continuare relaţiile dintre cele două ţări pe o bază trainică şi durabilă în avantajul reciproc al popoarelor american şi român.

I

Cei doi Preşedinţi au reafirmat în mod solemn că relaţiile dintre Statele Unite ale Americii şi Republica Socialistă România se bazează pe ţelurile şi principiile Cartei Naţiunilor Unite, şi conform acestora, pe principii, legate între ele ca:

dreptul fiecărui stat la existenţă, independenţă şi suveranitate;

egalitatea în drepturi a tuturor statelor, indiferent de mărime, nivel de dezvoltare şi sistem politic, economic şi social;

dreptul fiecărui stat de a-şi alege şi dezvolta liber sistemul său politic, social, economic şi cultural;

abţinerea de la ameninţarea cu forţa sau folosirea forţei violînd Carta Naţiunilor Unite, respectarea integrităţii teritoriale şi inviolabilitatea frontierelor;

neintervenţia, directă sau indirectă, sub nici un motiv în afacerile interne ale oricărui alt stat;

îndatorirea statelor de a soluţiona diferendele lor internaţionale prin mijloace paşnice;

cooperarea în diverse domenii ale relaţiilor internaţionale, în scopul promovării păcii şi securităţii internaţionale şi a progresului economic şi social.

II

Cei doi Preşedinţi au exprimat hotărîrea lor de a dezvolta relaţiile dintre cele două state în spiritul stimei, respectului şi avantajului reciproc. Ei au fost de acord să ia măsuri corespunzătoare pentru a încuraja expansiunea comerţului ca şi cooperarea industrială, ştiinţifică şi tehnică, îndeosebi forme de colaborare

cum sînt întreprinderile mixte precum şi cercetări comune între întreprinderile şi instituţiile celor două ţări. Ei au fost de acord să ia de asemenea, măsuri corespunzătoare pentru a dezvolta relaţiile prieteneşti între cele două popoare, prin crearea condiţiilor pentru o mai bună cunoaştere reciprocă a valorilor lor spirituale şi materiale, prin extinderea şi aprofundarea contactelor şi a schimburilor în domeniile ştiinţei, tehnologiei, culturii, artei, învăţămîntului, informaţiilor, turismului şi altele, prin legături între instituţii, organizaţii şi asociaţii, ca şi prin contacte între cetăţenii celor două ţări. Ei vor contribui la soluţionarea problemelor umanitare, pe baza încrederii reciproce şi a bunei voinţe.

III

Cei doi Preşedinţi şi-au exprimat hotărîrea de a acţiona pentru întărirea rolului Organizaţiei Naţiunilor Unite în menţinerea şi consolidarea păcii internaţionale, în dezvoltarea cooperării dintre toate naţiunile şi în promovarea normelor dreptului internaţional în relaţiile dintre state.

Ei au subliniat importanţa realizării de măsuri efective de dezarmare, care să ducă la întărirea păcii şi securităţii internaţionale.

Ei au fost de acord să sprijine în continuare realizarea securităţii şi cooperării în Europa, subliniind că Conferinţa cu privire la securitate şi cooperare europeană şi negocierile asupra reducerii reciproce a forţelor armate şi armamentelor şi măsurilor corespunzătoare în Europa Centrală trebuie să contribuie la aceste scopuri. Ei sînt de acord că procesul de edificare a securităţii europene va duce la relaţii mai strînse între participanţi şi va aduce o contribuţie pozitivă la pacea în lume. Ei au fost de asemenea, de acord că dezvoltarea unor relaţii de bună vecinătate între ţările din Balcani va contribui la cooperare şi securitate şi destindere în Europa.

Subliniind că relaţiile internaţionale sînt într-o perioadă de intense schimbări, cei doi Preşedinţi au salutat progresul continuu către reducerea tensiunilor şi către o perioadă de negociere şi nu de confruntare. Ei au salutat noile posibilităţi de

participarea sporită a tuturor statelor interesate la soluţionarea pe calea negocierilor a problemelor litigioase pentru îmbunătăţirea în continuare a relaţiilor internaţionale.

Ei şi-au exprimat satisfacţia pentru acordul referitor la restabilirea păcii în Vietnam şi speranţa că acesta va fi îndeplinit, pentru a contribui la pace şi stabilitate în Indochina.

Ei şi-au exprimat îngrijorarea faţă de recenta izbucnire a conflictului din Orientul Mijlociu şi au subliniat importanţa pe care o acordă actualelor eforturi pentru a se ajunge la o pace dreaptă şi durabilă. Ei s-au pronunţat pentru soluţionarea conflictului prin mijloace paşnice, în spiritul şi pe baza rezoluţiei Consiliului de Securitate din 22 noiembrie 1967. Ei au subliniat necesitatea de a se trece fără întîrziere la începerea negocierilor prevăzute în rezoluţia Consiliului de Securitate din 22 octombrie 1973 şi la convocarea conferinţei de pace.

IV

Cei doi Preşedinţi şi-au exprimat convingerea că dezvoltarea continuă a relaţiilor prieteneşti dintre Statele Unite ale Americii şi Republica Socialistă România bazate pe egalitate, respect reciproc şi luarea în considerare a intereselor lor respective serveşte cauza păcii şi cooperării internaţionale.

Subliniind valoarea contactelor personale, ei au reafirmat angajamentul lor de a adînci şi extinde relaţiile dintre cele două ţări prin consultări la diverse niveluri, ca şi prin căile diplomatice normale.

Washington, 5 decembrie 1973

RICHARD NIXON
PRESEDINTELE STATELOR UNITE ALE AMERICII

NICOLAE CEAUSESCU
PRESEDINTELE CONSILIULUI DE STAT AL REPUBLICII SOCIALISTE ROMANIA

CANADA

Appendix I to the Great Lakes Water Quality Agreement: Reductions in Phosphorous Loadings in Lakes Superior and Huron

Agreement effected by exchange of notes
Dated at Washington November 21, 1973;
Entered into force November 21, 1973.

The Department of State to the Canadian Embassy

DEPARTMENT OF STATE
WASHINGTON

The Department of State refers the Embassy of Canada to Section 8 of Annex 2 of the Great Lakes Water Quality Agreement [1] between the United States and Canada. In that Section, the United States and Canada undertook jointly to determine gross reductions in inputs of phosphorus to be sought in Lake Superior and Lake Huron.

This matter has been considered by the International Great Lakes Water Quality Board, which has recommended, pending further studies, the adoption of the following tables of gross reductions in phosphorus loadings (in short tons per year):

	Lake Superior				
United States	1973	1974	1975	1976	1977
Baseload	1, 505	1, 530	1, 555	1, 580	1, 605
Reduction		80	145	480	495
Residual Load	1, 505	1, 450	1, 410	1, 100	1, 110
Canada					
Baseload	920	935	950	965	980
Reduction	95	100	100	105	110
Residual Load	825	835	850	860	870

[1] TIAS 7312; 23 UST 330.

	Lake Huron				
United States	1973	1974	1975	1976	1977
Baseload	1, 565	1, 600	1, 635	1, 670	1, 705
Reduction	115	200	210	215	555
Residual Load	1, 450	1, 400	1, 425	1, 455	1, 150
Canada					
Baseload	1, 380	1, 400	1, 465	1, 480	1, 500
Reduction	130	205	240	245	245
Residual Load	1, 250	1, 195	1, 225	1, 235	1, 255

The amounts shown as "residual loads" in the above tables do not constitute allocations to the two countries but represent anticipated results of municipal and industrial waste reduction and detergent phosphorus control programs.

The United States, in consultation with affected States, has reviewed the reductions in phosphorus loadings to Lakes Superior and Huron recommended by the International Great Lakes Water Quality Board, and believes that these recommendations provide a desirable basis for an agreement on reductions in phosphorus loadings to be sought in Lakes Superior and Huron.

Accordingly, the Department of State proposes that the Governments of the United States and Canada agree to seek to obtain the gross reductions in inputs of phosphorus to Lakes Superior and Huron as listed in the above tables, in implementation of Section 8 of Annex 2 of the Great Lakes Water Quality Agreement.

If the foregoing proposal is acceptable to the Government of Canada, the Department of State proposes that this Note and the Embassy of Canada's reply shall constitute an agreement between the Government of the United States and the Government of Canada. The agreement shall enter into force on the day of the Embassy's reply and shall constitute Appendix I of the Great Lakes Water Quality Agreement.

DEPARTMENT OF STATE,
WASHINGTON, *November 21, 1973*

The Canadian Embassy to the Department of State

CANADIAN EMBASSY AMBASSADE DU CANADA

No. 470

The Embassy of Canada presents its compliments to the Department of State and has the honour to refer to the latter's Note of November 21, 1973 concerning Section 8 of Annex 2 of the Great Lakes Water Quality Agreement, in which Canada and the United

States undertook jointly to determine gross reductions in inputs of phosphorus loadings to Lake Superior and Lake Huron.

The Government of Canada recognizes that this matter has been considered by the International Great Lakes Water Quality Board, and the International Joint Commission, which have recommended, pending further studies, the adoption of the tables of gross reductions in phosphorus loadings which are contained in the Department of State's Note.

The Government of Canada agrees that the amounts shown as "residual loads" in the tables do not constitute allocations to the two countries but represent anticipated results of municipal and industrial waste reduction and detergent phosphorus control programs.

The Government of Canada in consultation with the Provincial Governments has reviewed the reductions in phosphorus loadings to Lakes Superior and Huron recommended by the International Great Lakes Water Quality Board, and the International Joint Commission, and proposed by the Department of State, and agrees that these recommendations provide a desirable basis for an agreement to seek reductions in phosphorus loadings to Lakes Superior and Huron in accordance with the terms of the Great Lakes Water Quality Agreement.

It is the understanding of the Government of Canada, therefore, that the Department of State Note of November 21, 1973 and this reply constitute an agreement between the Government of Canada and the Government of the United States, to seek to obtain gross reductions in the inputs of phosphorus to Lakes Superior and Huron, as listed in the Department of State Note, in implementation of Section 8 Annex 2 of the Great Lakes Water Quality Agreement. This agreement enters into force on the date of this reply and constitutes Appendix 1 of the Great Lakes Water Quality Agreement.

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

WASHINGTON, D.C.
November 21, 1973

POLISH PEOPLE'S REPUBLIC

Maritime Matters: Port Access Procedures

Agreement effected by exchange of notes
Dated at Warsaw September 27, 1973;
Entered into force September 27, 1973.

The American Embassy to the Polish Ministry of Foreign Affairs

No. 55

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Polish People's Republic and has the honor to refer to discussions between representatives of the Government of the United States and the Government of Poland relating to port access procedures.

To promote increased commercial activities and improved maritime relations between our two countries, the Government of the United States proposes that requests for access to ports of the United States by commercial cargo and passenger vessels of Poland shall be submitted to the appropriate United States authority at least four full working days in advance of each port entry. Entry shall, of course, be subject to applicable laws and regulations. Fishing vessels, fishery research vessels and fishery support vessels are not covered by this exchange of notes. It is understood that access to Polish ports by commercial cargo and passenger vessels of the United States shall be on terms no less favorable than those accorded Polish vessels with respect to United States ports by this note.

The United States Government, cognizant of the desirability of stable and efficient commercial shipping operations, additionally proposes that the two Governments hold consultations periodically regarding matters of mutual concern in the field of international ocean transport.

Upon receipt of a reply from the Polish Government conveying acceptance of the provisions outlined above, the Government of the United States will consider the new procedure regulating port access to be in effect until such time as these provisions are terminated by written notice by either party to the other.

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

[SEAL] R. T. D.

EMBASSY OF THE UNITED STATES OF AMERICA,
WARSAW, *September 27, 1973.*

The Polish Ministry of Foreign Affairs to the American Embassy

D.III-AP.36-7-73.

The Ministry of Foreign Affairs of the Polish People's Republic presents its compliments to the Embassy of the United States of America and has the honor to confirm receipt of its Note No. 55 dated September 27, 1973 the content of which is as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Polish People's Republic and has the honor to refer to discussions between representatives of the Government of the United States and the Government of Poland relating to port access procedures.

To promote increased commercial activities and improved maritime relations between our two countries, the Government of the United States proposes that requests for access to ports of the United States by commercial cargo and passenger vessels of Poland shall be submitted to the appropriate United States authority at least four full working days in advance of each port entry. Entry shall, of course, be subject to applicable laws and regulations. Fishing vessels, fishery research vessels and fishery support vessels are not covered by this exchange of notes. It is understood that access to Polish ports by commercial cargo and passenger vessels of the United States shall be on terms no less favorable than those accorded Polish vessels with respect to United States ports by this note.

The United States Government, cognizant of the desirability of stable and efficient commercial shipping operations, additionally proposes that the two Governments hold consultations periodically regarding matters of mutual concern in the field of international ocean transport.

Upon receipt of a reply from the Polish Government conveying acceptance of the provisions outlined above, the Government of the United States will consider the new procedure regulating port access to be in effect until such time as these provisions are terminated by written notice by either party to the other.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its high consideration."

The Ministry of Foreign Affairs has the honor to inform that the Government of the Polish People's Republic accepts the provisions contained in the Note mentioned above.

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

WARSAW, *September 27, 1973.*

[SEAL]

MOROCCO

Agricultural Commodities

Agreement signed at Rabat April 19, 1973;
Entered into force April 19, 1973.
And amending agreement
Effected by exchange of notes
Dated at Rabat May 11, 1973;
Entered into force May 11, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Kingdom of Morocco have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the April 20, 1967 agreement and the Convertible Local Currency Credit Annex of the February 25, 1969 agreement[1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (1,000)
Wheat/wheat flour	1973	91, 500	$9, 371

ITEM II. Payment Terms:

Convertible Local Currency Credit Terms

1. Initial Payment—15 percent
2. Number of Installment Payments—25

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[1] TIAS 6256, 6648; 18 UST 496; 20 UST 468.

3. Amount of Each Installment Payment—approximately equal annual amounts
4. Due Date of First Installment Payment—six years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate—2 percent per annum
6. Continuing Interest Rate—3 percent per annum

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/wheat flour	1973	200, 000

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodities shall begin on the date of this agreement and end on the final date which said commodity is imported or utilized, whichever is later.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same product under a different name).

ITEM V. Self-Help Measures:

1. Growth in the production of cereal crops, especially through the development and use of improved varieties, increased use of fertilizer, improvement of farmer extension programs, and an increase in number of Moroccans trained in wheat production technology.
2. Growth in the production of meat, especially through expansion of forage and feed production, improved animal health care, and the improved management of range lands.
3. Continued development of the irrigated perimeter in the Bou-Areg of Lower Moulouya.
4. Improvement and planning of training of higher technicians of agriculture of the Hassan II Agronomic Institute and the National School of Agriculture through the improvement of programs in these establishments as may be needed and introduction of required equipment.
5. A general improvement in the conditions of availability and utilization of agricultural credit, notably in favor of small farmers and agricultural cooperatives.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V and for the following sectors contained in the Government of Morocco's development budget:

1. Agriculture and Rural development
2. Employment and Manpower development
3. Population and Health

ITEM VII. Ocean Freight

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels. But, notwithstanding the provisions of paragraph 1 of the convertible local currency credit annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other:

Sales Proceeds: Substitute the following paragraph 4 of the convertible local currency credit annex. "The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act (such payment is herein called 'the currency use payment'). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the

appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used."

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

DONE at Rabat, in duplicate, this 19th day of April, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO
STUART W. ROCKWELL	ABDELKADER BENSLIMANE

[AMENDING AGREEMENT]

The American Embassy to the Moroccan Ministry of Foreign Affairs

No. 204

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Morocco and has the honor to refer to the Agricultural Commodities Agreement signed by the representatives of the Governments of the United States of America and Morocco on April 19, 1973 and proposes to amend that agreement to make the following change in Part II Item I Commodity Table under column heading Supply Period (United States Fiscal Year) delete "1973" and insert in lieu "1973 and 1974"; and in Part II Item III Usual Marketing Table under column heading Commodity insert new line "Wheat/Wheat Flour"; and under column heading Import Period insert new line "United States Fiscal Year 1974"; and under column heading Usual Marketing Requirement (Metric Tons) insert new line "200,000".

All other terms and conditions of the April 19, 1973 agreement will remain the same.

If the foregoing is acceptable to the Government of Morocco, the Embassy proposes that this note and the Ministry's reply thereto constitute an agreement between the Governments of the United States of America and Morocco to enter into force on the date of the Ministry's note in reply.

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

EMBASSY OF THE UNITED STATES OF AMERICA
RABAT, *May 11, 1973*

30-236 O - 75 - 67

The Moroccan Ministry of Foreign Affairs to the American Embassy

ROYAUME DU MAROC
MINISTÈRE
DES
AFFAIRES ETRANGÈRES

N° D.C.E.C. 13/MAE
Reference a Rappeler
en Entier
13/959

RABAT, *le 11 Mai 1973*

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur d'accuser réception de sa note n°204 en date du 11 mai 1973 ainsi libellée:

". . . a l'honneur de se référer à l'Accord sur les Produits Agricoles signé par les représentants du Gouvernement des Etats-Unis d'Amérique et celui du Maroc le 19 avril 1973, et propose que les amendements suivants soient apportés dans la Partie II, Paragraphe I Table des Produits, dans la colonne intitulée: Période de Fourniture (Année fiscale U.S.A.): barrer "1973" et inscrire en lieu et place "1973 et 1974", et dans la Partie II, Paragraphe III Table des marchés habituels, dans la colonne intitulée Produit, ajouter une nouvelle ligne "Blé/farine de blé", et dans la colonne intitulée Période d'importation ajouter une nouvelle ligne "Année fiscale américaine 1974", et dans la colonne intitulée Besoins habituels du marché (tonnes métriques) ajouter une nouvelle ligne "200.000".

Tous les autres termes et conditions de l'Accord du 19 avril 1973 demeurent les mêmes.

Si ce qui précède est agréé par le Gouvernement du Maroc, l'Ambassade propose que cette Note et la réponse que le Ministère y fera constituent une convention entre le Gouvernement des Etats-Unis et celui du Maroc entrant en vigueur à la date de la réponse du Ministère à la présente Note".

Le Ministère des Affaires Etrangères donne par la présente note l'accord du Gouvernement Marocain sur ce qui précède.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amerique, l'assurance de sa haute considération.

AMBASSADE DES ETATS-UNIS
D'AMERIQUE A RABAT

Translation

KINGDOM OF MOROCCO
MINISTRY OF FOREIGN AFFAIRS

N.C.E.C. 13/MAE
Reference13/959

MAY 11, 1973

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. 204, dated May 11, 1973, which reads as follows:

[For the English language text, see p. 2277.]

The Ministry of Foreign Affairs hereby states that the Moroccan Government concurs in the foregoing note.

The Ministry of Foreign Affairs takes this occasion to renew to the Embassy of the United States of America the assurances of its high consideration.

[SEAL] [Initialed]

EMBASSY OF THE UNITED STATES OF AMERICA,
Rabat.

AUSTRALIA

Disposal of Excess Property in Australia

Agreement effected by exchange of notes
Dated at Canberra November 9, 1973;
Entered into force November 9, 1973.

The American Embassy to the Australian Department of Foreign Affairs

Note No. 199

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to refer to discussions regarding the disposal of United States Government excess property in Australia. The Embassy wishes to propose that an agreement on this matter between the Government of Australia and the Government of the United States of America be concluded in the following terms:

1. The United States Government may remove from Australia all of its property which it desires to retain to the extent that it is not precluded from doing so by other agreements or arrangements governing defense facilities in Australia.

2. The United States Government shall arrange to notify the appropriate co-operating agency of the Australian Government of the property remaining for disposal. The Australian Government may arrange through its appropriate Governmental agency for the purchase from the United States Government of any remaining property which the Australian Government may wish to obtain for its own use and disposition, such purchase being made directly by the Australian Government agency concerned.

3. All other excess property shall be sold or disposed of by the Department of Supply, an agency of the Australian Government, in accordance with the following procedures:

a) The United States reporting agencies shall provide reports of excess property on Department of Supply designated forms. These reports of excess property shall contain details of condition and age of equipment, and such other information as may be agreed.

b) The United States reporting agencies will on the report of excess property transfer all right, title and interest in the property to the Department of Supply, which will accept the transfer of such right, title and interest subject to physical inspection. The Department of Supply may, at any time and at its discretion, refuse or defer the sale of any article or any class or kind of article of excess property reported to it if the sale thereof is deemed by it not to be in the Australian public interest or is in a condition or location which would make economic disposal impracticable. Prior to exercising the right of refusing or deferring the sale of any article, the Department of Supply shall consult with the United States reporting agency or agencies concerned. Due consideration shall be given by the Department of Supply to sale or disposal of the property in question on the condition that it will be exported from Australia. If, after such consultation, it is decided by the Department of Supply not to proceed with the sale, right, title and interest in the article or articles in question shall be returned to the United States reporting agency or agencies concerned. Such property shall be destroyed to the satisfaction of the Australian Government, abandoned under conditions to be mutually agreed upon, removed from Australia by the United States Government, donated to an agency or social, educational or cultural organization designated by the Australian Government, or otherwise disposed of under such arrangements as may be made by the Department of Supply and the United States reporting agency or agencies.

c) After the property has been accepted for sale by the Department of Supply and subject to the provisions of sub-paragraph b) above, reports of excess property shall not be modified, cancelled or withdrawn except by consent of the United States reporting agency and the Department of Supply.

d) By arrangement between the United States reporting agency and the Department of Supply, excess property shall be assembled at the expense of the United States reporting agency at locations to be determined by mutual consent.

e) The United States Government agencies or their appointed agent shall retain and be responsible for excess property until they surrender the custody and control thereof to purchasers pursuant to the release order of the Department of Supply. In the event that excess property should be lost, stolen, destroyed or become deteriorated after being reported to the Department of Supply and prior to its being sold by the Department of Supply or being removed by a purchaser from the Department of Supply, the United States Government waives all claims to compensation from the Department of Supply for any resulting loss and the Department of Supply shall, through its contracting arrangements with its purchasers,

hold the United States Government free from liability arising from such eventualities.

f) Sales shall be conducted in accordance with normal Australian Government procedures designed to promote favorable prices through the maximum use of competition among prospective purchasers.

g) The manner of accounting for the receipts from sales shall be as follows: The Department of Supply shall retain and be accountable to the Australian Government for that amount of the receipts collected on behalf of the Australian Government as to any duties and taxes which may be required to be paid by the purchaser in accordance with Australian law, and the amount equal to the remainder of the receipts, less

(i) appropriate deductions for operational costs, and

(ii) ten percent of the remainder after the above deductions, to cover costs of administration,

shall be paid to the Treasurer of the United States of America through the appropriate United States reporting agency as proceeds to the United States from sales of property hereunder. Settlement between the Department of Supply and each reporting agency of the United States shall be made at such time as may be arranged between the Department of Supply and such agency, but at least once every three months. Settlement shall be calculated in Australian funds, which shall be converted into United States funds at the rate of exchange prevailing at the time of settlement.

4. Sales by the Department of Supply of United States excess property shall be subject to the condition that the property may not be imported or resold for importation into the United States, unless the Secretary of Agriculture of the United States (in the case of agricultural commodity, food, cotton, woolen goods) or the Secretary of Commerce of the United States (in the case of other property) determines that the importation of such property would relieve United States domestic shortages or otherwise be beneficial to the economy of the United States.

5. This agreement shall extend to all United States Government owned property now or hereafter located in Australia determined to be excess property by the United States Government except real property, including any right, title or interest in buildings, fixed improvements, non-removable utilities or other permanent-type additions to land or any interest in land, or property of the United States Government used in connection with diplomatic or consular functions.

6. This agreement shall apply to the excess property of the United States Government located in territories for the international relations of which Australia is responsible, to the extent as may, from time to time, be agreed between the two Governments.

7. This Agreement may be terminated by either Government on thirty days' written notice to the other, with the understanding that,

in the event of such termination, the Department of Supply will continue with the sale or disposal of the property to which it may then have accepted transfer of right, title and interest.

The Embassy has the honor to propose that, if the foregoing provisions are acceptable to the Government of Australia, this Note and the Department's confirmatory reply should together constitute an agreement on the matter between the two Governments which shall enter into force on the date of the Department's reply.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
CANBERRA, A. C. T., *November 9, 1973.*

The Australian Department of Foreign Affairs to the American Embassy

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 199 of 9 November 1973, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honour to refer to discussions regarding the disposal of United States Government excess property in Australia. The Embassy wishes to propose that an agreement on this matter between the Government of Australia and the Government of the United States of America be concluded in the following terms:

1. The United States Government may remove from Australia all of its property which it desires to retain to the extent that it is not precluded from doing so by other agreements or arrangements governing defence facilities in Australia.

2. The United States Government shall arrange to notify the appropriate co-operating agency of the Australian Government of the property remaining for disposal. The Australian Government may arrange through its appropriate Governmental agency for the purchase from the United States Government of any remaining property which the Australian Government may wish to obtain for its own use and disposition, such purchase being made directly by the Australian Government agency concerned.

3. All other excess property shall be sold or disposed of by the Department of Supply, an agency of the Australian Government, in accordance with the following procedures:

(a) The United States reporting agencies shall provide reports of excess property on Department of Supply designated

forms. These reports of excess property shall contain details of condition and age of equipment, and such other information as may be agreed.

(b) The United States reporting agencies will on the report of excess property transfer all right, title and interest in the property to the Department of Supply, which will accept the transfer of such right, title and interest subject to physical inspection. The Department of Supply may, at any time and at its discretion, refuse or defer the sale of any article or any class or kind of article of excess property reported to it if the sale thereof is deemed by it not to be in the Australian public interest or is in a condition or location which would make economic disposal impracticable. Prior to exercising the right of refusing or deferring the sale of any article, the Department of Supply shall consult with the United States reporting agency or agencies concerned. Due consideration shall be given by the Department of Supply to sale or disposal of the property in question on the condition that it will be exported from Australia. If, after such consultation, it is decided by the Department of Supply not to proceed with the sale, right, title and interest in the article or articles in question shall be returned to the United States reporting agency or agencies concerned. Such property shall be destroyed to the satisfaction of the Australian Government, abandoned under conditions to be mutually agreed upon, removed from Australia by the United States Government, donated to an agency or social, educational or cultural organisation designated by the Australian Government, or otherwise disposed of under such arrangements as may be made by the Department of Supply and the United States reporting agency or agencies.

(c) After the property has been accepted for sale by the Department of Supply and subject to the provisions of sub-paragraph (b) above, reports of excess property shall not be modified, cancelled or withdrawn except by consent of the United States reporting agency and the Department of Supply.

(d) By arrangement between the United States reporting agency and the Department of Supply, excess property shall be assembled at the expense of the United States reporting agency at locations to be determined by mutual consent.

(e) The United States Government agencies or their appointed agent shall retain and be responsible for excess property until they surrender the custody and control thereof to purchasers pursuant to the release order of the Department of Supply. In the event that excess property should be lost, stolen, destroyed or become deteriorated after being reported to the Department of Supply and prior to its being sold by the Department of Supply or being removed by a purchaser from the Department of Supply, the United States Government waives all

claims to compensation from the Department of Supply for any resulting loss and the Department of Supply shall, through its contracting arrangements with its purchasers, hold the United States Government free from liability arising from such eventualities.

(f) Sales shall be conducted in accordance with normal Australian Government procedures designed to promote favourable prices through the maximum use of competition among prospective purchasers.

(g) The manner of accounting for the receipts from sales shall be as follows: The Department of Supply shall retain and be accountable to the Australian Government for that amount of the receipts collected on behalf of the Australian Government as to any duties and taxes which may be required to be paid by the purchaser in accordance with Australian law, and the amount equal to the remainder of the receipts, less

(i) appropriate deductions for operational costs, and
(ii) ten percent of the remainder after the above deductions, to cover costs of administration,

shall be paid to the Treasurer of the United States of America through the appropriate United States reporting agency as proceeds to the United States from sales of property hereunder. Settlement between the Department of Supply and each reporting agency of the United States shall be made at such time as may be arranged between the Department of Supply and such agency, but at least once every three months. Settlement shall be calculated in Australian funds, which shall be converted into United States funds at the rate of exchange prevailing at the time of settlement.

4. Sales by the Department of Supply of United States excess property shall be subject to the condition that the property may not be imported or re-sold for importation into the United States, unless the Secretary of Agriculture of the United States (in the case of agricultural commodity, food, cotton, or woollen goods) or the Secretary of Commerce of the United States (in the case of other property) determines that the importation of such property would relieve United States domestic shortages or otherwise be beneficial to the economy of the United States.

5. This agreement shall extend to all United States Government owned property now or hereafter located in Australia determined to be excess property by the United States Government except real property, including any right, title or interest in buildings, fixed improvements, non-removable utilities or other permanent-type additions to land or any interest in land, or property of the United States Government used in connection with diplomatic or consular functions.

6. This agreement shall apply to the excess property of the United States Government located in territories for the international relations of which Australia is responsible, to the extent as may, from time to time, be agreed between the two Governments.

7. This agreement may be terminated by either Government on thirty days' written notice to the other, with the understanding that, in the event of such termination, the Department of Supply will continue with the sale or disposal of the property to which it may then have accepted transfer of right, title and interest.

The Embassy has the honour to propose that, if the foregoing provisions are acceptable to the Government of Australia, this Note and the Department's confirmatory reply should together constitute an agreement on the matter between the two Governments which shall enter into force on the date of the Department's reply.

The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration."

The Department of Foreign Affairs has the honour to confirm that the Government of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall together constitute and evidence an Agreement between the Government of Australia and the Government of the United States of America on the matter which shall enter into force on the date of this reply.

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

CANBERRA, A.C.T.
9 November 1973

AUSTRIA

Air Charter Services

Interim agreement effected by exchange of letters
Signed at Vienna November 6, 1973;
Entered into force November 6, 1973.

The American Ambassador to the Austrian Federal Minister of Transportation

NOVEMBER 6, 1973

His Excellency
The Federal Minister of Transportation
ERWIN LANG
Federal Ministry of Transportation
I, Elisabethstrasse 9
Vienna

DEAR MR. MINISTER:

I have the honor to refer to discussions which have taken place in recent months between representatives of the Republic of Austria and the Embassy of the United States of America with regard to the new rules on advance charter traffic which have been adopted by our two governments.

My government has authorized me to propose that pending the conclusion of a memorandum of understanding on travel group charters (TGCS) and advance booking charters (ABCS) Austria and the United States agree to accept as charterworthy transatlantic traffic originated in the territory of the other party and organized and operated pursuant to the "advance charter" (TGC or ABC) rules of that party.

If this arrangement is acceptable to you, I propose that this letter and your reply indicating agreement shall constitute an agreement between our two governments pending the conclusion of the aforementioned memorandum of understanding.

Sincerely yours,

JOHN P. HUMES

John P. Humes
Ambassador

The Austrian Federal Minister of Transportation to the American Ambassador

REPUBLIK ÖSTERREICH
DER BUNDESMINISTER FÜR VERKEHR

VIENNA, *6 November 1973*

The Honorable
JOHN P. HUMES
American Ambassador
Vienna

DEAR MR. AMBASSADOR,

I have the honour to acknowledge receipt of your letter of November 6th, 1973 in which you proposed that pending the conclusion of a memorandum of unterstanding on travel group charters (TGCS) and advance booking charters (ABCS) Austria and the United States agree to accept as charterworthy transatlantic traffic originated in the territory of the other party and organized and operated pursuant to the "advance charter" (TGC or ABC) rules of that party.

This arrangement is acceptable to my government as an interim agreement pending conclusion of the aforementioned memorandum of understanding. I agree that your letter together with this reply shall constitute this interim agreement.

Sincerely yours,

ERWIN LANC

Erwin Lanc
Minister

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of October 2, 1972, as amended.
Effected by exchange of notes
Signed at Saigon November 20, 1973;
Entered into force November 20, 1973.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 345

NOVEMBER 20, 1973

EXCELLENCY:

I have the honor to refer to the P. L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended November 16, 1972, January 17, 1973, March 2, 1973, March 7, 1973, April 30, 1973, August 15, 1973, October 12, 1973, and October 19, 1973, [1] and to propose that Part II, Particular Provisions, be further amended to provide funds for and quantities of rice, as follows:

Item I, Commodity Table: On the line entitled "Rice", and under the appropriate column headings, delete "380,000 M/T" and "$118.7" and insert "415,000 M/T" and "$148.8". All other terms and conditions of October 2, 1972 Agreement, as amended, remain the same.

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

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[1] TIAS 7464, 7519, 7554, 7593, 7621, 7706, 7733; 23 UST 2764, 3721; 24 UST 415, 871, 1049, 1963, 2196.

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
VUONG VAN BAC
Minister of Foreign Affairs
Republic of Vietnam
Saigon

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
The Minister

No 5187 -EF/HT

SAIGON, *November 20, 1973*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 345 dated November 20, 1973 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, as amended November 16, 1972, January 17, 1973, March 2, 1973, March 7, 1973, April 30, 1973, August 15, 1973, October 12, 1973, and October 19, 1973, and to propose that Part II, Particular Provisions, be further amended to provide funds for and quantities of rice, as follows:

Item I, Commodity Table: On the line entiled "Rice", and under the appropriate columm headings, delete "380,000 M/T" and "$118.7" and insert "415,000 M/T" and "$148.8". All other terms and conditions of October 2, 1972 Agreement, as amended, remain the same.

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

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

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

[SEAL] VUONG-VAN-BAC

Vuong-Van-Bac
Minister of Foreign Affairs

His Excellency GRAHAM MARTIN
Ambassador of the United States
of America
Saigon

SRI LANKA

Agricultural Commodities

Agreement signed at Colombo November 23, 1973;
Entered into force November 23, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SRI LANKA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Sri Lanka have agreed to the sales of the agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the October 27, 1967 Agreement, and the Convertible Local Currency Annex of the December 20, 1971 Agreement, [1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/wheat flour	1974	20,000 (wheat flour)	$4. 9

ITEM II. Payment Terms

Convertible Local Currency Credit

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

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[1] TIAS 6405, 7248; 18 UST 3141; 22 UST 2077.

ITEM III. Usual Marketing Requirements

Commodity	Import Period (Fiscal Year)	Usual Marketing Requirements
Wheat/wheat flour	1974	50,000 Metric Tons (wheat flour)

ITEM IV. Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be Fiscal Year 1974 or any subsequent Fiscal Year during which each commodity financed under this agreement is being imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat, wheat flour, semolina, farina, and bulgur (or same product under a different name).

ITEM V. Self-Help Measures

The Government of Sri Lanka will continue directing attention to:

(1) Maintaining a favorable investment climate for agriculture.
(2) Increasing land productivity by the improvement and expansion of water management practices.
Additional emphasis will be placed on:
(3) Intensifying and expanding crop diversification programs and adopting appropriate producer price incentives.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used

The proceeds accruing to the importing country from sales of the commodity received under this agreement shall be used for financing of the agricultural self-help measures set forth in Item V and for other economic development objectives related to the agricultural sector in the national budget of the Government of Sri Lanka.

ITEM VII. Ocean Freight (Differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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ITEM VIII. Other Provisions

Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall not be less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the government of the importing country pursuant to the proviso in Section 103(b) of the Act [1] (such payment is herein called "the currency use payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells imports of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in the case of expenditures the budget sector in which they were used.

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

DONE at Colombo in duplicate, this 23rd day of November 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

CHRISTOPHER VAN HOLLEN

Christopher Van Hollen
American Ambassador

FOR THE GOVERNMENT OF SRI LANKA:

H. A. DE S GUNASEKERA

H. A. de S. Gunasekera
Secretary
Ministry of Planning and Economic Affairs

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).

කෘෂිකාර්මික වෙළෙඳ ද්‍රව්‍ය විකිණීම සඳහා
අමෙරිකා එක්සත් ජනපද ආණ්ඩුවත් ශ්‍රී ලංකා
ආණ්ඩුවත් අතර අත්සන් කෙරෙන ගිවිසුම යි.

අමෙරිකා එක්සත් ජනපද ආණ්ඩුවත් ශ්‍රී ලංකාණ්ඩුවත් මෙහි පහත දැක්වන කෘෂිකාර්මික ද්‍රව්‍ය විකිණීමට එකඟ වී ඇත. මෙම ගිවිසුම ප්‍රස්තාවනාවකින් සහ 1967 සැප්තැම්බර් 27 වැනි දිනැති ගිවිසුමේ I වැනි හා III වැනි කොටස්වලින් සහ 1971 දෙසැම්බර් 20 වැනි දිනැති පරිවර්තිත දේශීය මුදල් ඇමුණුමෙන් සහ මෙහි පහත දැක්වෙන II වැනි කොටසින්ද සමන්විත වනු ඇත.

II කොටස - <u>විශේෂිත ප්‍රතිපාදන</u>

I විෂය - <u>වෙළෙඳ ද්‍රව්‍ය සටහන:</u>

වෙළෙඳ ද්‍රව්‍ය	සැපයීමේ කාලය	දළ උපරිම ප්‍රමාණය	වෙළෙඳපලේ වටිනාකම
	(පිස්තල් වර්ෂය)	(මෙට්‍රික් ටොන්)	(දශ ලක්ෂ)
තිරිඟු/තිරිඟු පිටි	1974	20,000	ඩො:4.9

II විෂය - <u>ගෙවීමේ කොන්දේසි</u>

පරිවර්තිත දේශීය මුදල් ණය

1. මූලික ගෙවීම් - කිසිත් නැත.
2. මුදල් වාර ගණන - 31.
3. එක් එක් වාර මුදල් ප්‍රමාණය - දළ වශයෙන් සමාන වාර්ෂික ප්‍රමාණයන්
4. මුල් වාර මුදල් ගෙවීමට නියමිත දිනය - එක් එක් ලිත් වර්ෂය තුළ වෙළෙඳ ද්‍රව්‍ය අවසාන වරට භාරදුන් දින සිට අවුරුදු 10 කට පසුව.
5. මූලික පොලී අනුපාතය - සියයට 2 යි.
6. සන්තත පොලී අනුපාතය - සියයට 3 යි.

III විෂය - සංක්‍රාන්ති අලෙවි අවශ්‍යතාවයන්

වෙළෙඳ ද්‍රව්‍ය	ආනයන කාලසීමාව (පිස්කල් වර්ෂය)	සංක්‍රාන්ති අලෙවි අවශ්‍යතාවයන්
තිරිඟු/තිරිඟු පිටි	1974	මෙට්‍රික් ටොන් 50,000 (තිරිඟු පිටි)

IV විෂය - අපනයන සීමා කිරීම්

(ඒ) මෙම ගිවිසුම යටතේ ප්‍රදාන යොදවනු ලබන එක් එක් වෙළෙඳ ද්‍රව්‍ය සම්බන්ධයෙන් එම ද්‍රව්‍යය හෝ ඊට සමාන ද්‍රව්‍යයන් සඳහා බලපාන්නාවූ අපනයන සීමිත කාලසීමාව 1974 පිස්කල් වර්ෂය හෝ මෙම ගිවිසුම යටතේ ප්‍රදාන යොදවා එක් එක් ද්‍රව්‍යයන් ආනයන කොට පරිහරණය කෙරෙන ඊළඟ පිස්කල් වර්ෂය විය යුතුය.

(බී) මෙම ගිවිසුමේ I වන කොටසේ III වී 3 දරණ වගන්තියේ අරපුණු වලට එකඟ වන්නාවූ හෝ සමාන වන්නාවූ වෙළෙඳ ද්‍රව්‍ය වශයෙන් මෙම ගිවිසුම යටතේ ප්‍රදාන යොදවනු ලබන වෙළෙඳ ද්‍රව්‍ය නම් තිරිඟු, තිරිඟු පිටි, සැමේලිනා, පරිනා සහ බුල්ගුර් ය. (හෝ වෙනත් නමකින් යුත් එම නිෂ්පාදනය)

V විෂය - ආත්මෝපකාර විධිවිධාන:

(1) කෘෂිකා රජිත ක්ෂෙත්‍රයෙහි ආයෝජනයන් සඳහා හිතකර වාතාවරණයක් පවත්වාගැනීම

(2) ජලපාලන කටයුතු වැඩි දියුණු කිරීම හා ව්‍යාප්තිකිරීම මගින් ඉඩම් පලදායිතය වැඩි කිරීම

සඳහා ශ්‍රී ලංකා ආණ්ඩුව තවදුරටත් සිය අවධානය යොමු කරනු ඇත.

(3) අස්වැන්න නානාවිධ කිරීමේ වැඩ සටහන් දියුණු කොට ව්‍යාප්ත කිරීම සහ යෝග්‍ය නිෂ්පාදන මිල පෙළඹවීමේ ක්‍රමයක් සකස් කොට පවත්වා ගෙන යෑම

සම්බන්ධයෙන් අතිරේක අවධානය යොමු කළ යුතුය.

VI විෂය - ආනයන කරන රටෙහි ඉපයෙන මුදල් වැය කෙරෙන ආර්ථික සංවර්ධන කාර්යයන්:

මෙම ගිවිසුම යටතේ ලැබෙන වෙළෙඳ ද්‍රව්‍ය විකිණීමෙන් ආනයනය කරන රටට ඉපයෙන මුදල් V වන විෂයය යටතේ දැක්වෙන කෘෂිකාර්මික ආත්මෝපකර විධිවිධානවලට සහ ශ්‍රී ලංකා ආණ්ඩුවේ ජාතික අයවැය ලේඛනයේ කෘෂිකාර්මික කලාපයේ වෙනත් ආර්ථික සංවර්ධන කටයුතු උදෙසා යෙදවිය යුතුය.

VII විෂය - ආන්තරය (මුහුදු ගැල් තුලිය)

අපනයනය කරන රටේ ආණ්ඩුව එක්සත් ජනපද ධජය දරණ යාත්‍රාවලින් ගෙන යා යුතු වෙළෙඳ ද්‍රව්‍ය සඳහා වූ මුහුදු ගැල් තුලි ආන්තරයේ වැය දැරිය යුතු තමුදු පරිවර්තිය දේශීය මුදල් ණය ඇමුණුමේ I වන රේදයේ ප්‍රතිපාදන වල තුමක් සඳහන් වුවද, එවැනි වෙළෙඳ ද්‍රව්‍ය මුහුදු මඟින් ප්‍රවාහණය කිරීමේ පිරිවැයෙහි ඉතිරිය සඳහා වැය දැරීමට මුදල් නො යෙදවිය යුතුය.

VIII විෂය - වෙනත් ප්‍රතිපාදන

පරිවර්තිය දේශීයමුදල් ණය ඇමුණුමේ 4 වැනි රේදය වෙනුවට පහත දැක්වෙන කොටස ආදේශ කළ යුතුයි:

පනතේ 103 (ඩී) වගන්තිය ට වූ උපනියමය ප්‍රකාර ආනයන රටේ ආණ්ඩුව මගින් යොදවන මුදලක් වෙතොත් (එම ගෙවීම් මෙහි හඳුන්වනුයේ "මුදල් උපයෝගී ගෙවීම්" යනුවෙනි) එය හැර, මේ ගිවිසුමේ II වැනි කොටසේ, දැක්වෙන ආර්ථික සංවර්ධන කාර්යයන් සඳහා උපයෝගී කරගනු ලබන්නාවූ මේ ගිවිසුම යටතේ මුදල් යොදවනු ලබන වෙළෙඳ ද්‍රව්‍ය විකිණීමෙන් ආනයන කරන රටට ඉපැයෙන මුළු මුදල් ප්‍රමාණය අපනයන කරන රටේ ආණ්ඩුව මගින් (මුහුදු ගැල් තුලි ආන්තරය හැර) වෙළෙඳ ද්‍රව්‍ය සැපයීම සම්බන්ධයෙන් ගෙවනු ලබන ඩොලර් ප්‍රමාණයේ දේශීය මුදල් සමකයට අඩු නොවිය යුතුය. මෙකී දේශීය මුදල් සමකය ගණන් බැලීම සඳහා උපයෝගී කරගත යුතු විනිමය අනුපාතය ආනයන කරන රටේ වූ මධ්‍යම මූල්‍ය අධිකාරිය විසින් හෝ එහි ඒජන්ත විසින් හෝ ආනයන කළ සමාන වෙළෙඳ ද්‍රව්‍ය විකුණනු ලබන විනිමය අනුපාත යයි. ආනයන කරන රටේ ආණ්ඩුව විසින් මෙසේ ඉපැයෙන කිසියම් මුදල් ප්‍රමාණයක් පෞද්ගලික හෝ ආණ්ඩුවේ නොවන ආයතනයකට ණයට දුන්නේ නම්, එසේ දිය යුත්තේ ආනයන කරන රටේ සමාන ණය දීම්වලදී දළ වශයෙන් අයකෙරෙන

පොලී ප්‍රමාණයට සමාන පොලී ප්‍රමාණයකට විය යුතුයි. ආනයන කරන රටේ ආණ්ඩුව විසින් ඉපැයෙන මුදල් සම්බන්ධයෙන් ලැබීම් හා වියදම් පිළිබඳව ද වියදම් සම්බන්ධයෙන් අදාල අයවැය කලාපය දැක්වෙන සේ ද ආනයන කරන රටේ ගිණුම් පරීක්ෂක බලධාරි විසින් සහතික කරන ලද වාර්තා පිස්කල් වර්ෂයේ අය වැය වාර්තා කැරෙන පරිපාටිය ප්‍රකාරව ද, අපනයන කරන රටේ ආණ්ඩුව ඉල්ලූ විට ද, කෙසේ වෙතත් වර්ෂයකට වරකට නොඅඩු වන සේ, අපනයන කරන රටේ ආණ්ඩුව වෙත සැපයිය යුතුය.

1973 නොවැම්බර් මස 23 වැනි දින, දෙපිටපතකින් යුතුව කොළඹ දී අත්සන් කරන ලදි.

ඇමෙරිකා එක්සත් ජනපදයේ
ආණ්ඩුව වෙනුවට

ශ්‍රී ලංකා ආණ්ඩුව වෙනුවට.

[RELATED LETTER]

AMERICAN EMBASSY, COLOMBO, SRI LANKA
UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

NOVEMBER 22, 1973

Mr. M. AUSTIN FERNANDO
Director
External Resources Division
Ministry of Planning and Economic Affairs
Colombo 1

DEAR MR. FERNANDO:

I am writing to confirm the understandings reached in your office on November 19, 1973, you and Mr. S. Velayutham, Deputy Director, External Resources Division, representing the Government of Sri Lanka, and Miss Patricia M. Byrne, Deputy Chief of Mission of the American Embassy, and I representing the Government of the United States, in negotiations related to the Agreement of November 23, 1973, pertaining to the sale of United States Public Law 480, Title I, food commodities to Sri Lanka during United States Fiscal Year 1974.

1. It is understood that the agreement will consist of: (a) a Preamble incorporating by reference the Preamble, Parts I and III of the October 27, 1967, agreement and the Convertible Local Currency Credit Annex of the December 20, 1971, agreement, and (b) a new Part II showing the particular provisions of this agreement.

2. The commodity composition (Part II, Item I) of the agreement will provide for 20,000 MT of wheat flour, or the wheat equivalent of 27,000 MT. In view of limited commodity availability for PL 480 programming during FY 1974, it is understood that this quantity of wheat flour represents the maximum quantity procurable through this agreement under the current FY 1974 Title I allocation for Sri Lanka and that it will be necessary for the Government of Sri Lanka to arrange commercial purchases or concessional wheat flour imports from United States or other sources to meet the remainder of its requirements. While it is hoped that all of the wheat flour programmed can be shipped during the supply period indicated in Part II, it is understood that it could become necessary to withhold some shipments. The Sri Lanka representatives noted their need for wheat flour in addition to that contained in the agreement and expressed their hope that additional wheat flour will be provided at some later date. The United States representatives pointed out that at this time no indication of further commodity availability for wheat flour could be made for Fiscal Year 1974.

3. Notwithstanding 2, above, the $4.9 million total export market value stated in Part II of the agreement will be the maximum value of commodities supplied under this agreement unless it is later amended.

4. It is noted that no initial payment or currency use payment is being requested, in view of Sri Lanka's current financial situation.

5. As a result of consultations with other supplier countries, the Usual Marketing Requirement (UMR) for Fiscal Year 1974 was set at the level of 50,000 MT of wheat flour. It is noted that this UMR level takes into account Sri Lanka's financial situation.

6. Consistent with the policies underlying the PL 480 program, it is agreed that United States suppliers will obtain a fair share of additional commercial purchases of similar agricultural commodities by Sri Lanka. To this end it is agreed that United States suppliers will be given the opportunity to tender to supply such commodities to Sri Lanka.

7. It is noted that the self-help statements included in Part II, Item V, of the agreement reaffirm measures included in previous agreements and add emphasis on crop diversification and producer price incentive programs. It is agreed that the self-help minute of understanding contained in paragraph (2) of the letter from Mr. Victor Skiles, United States AID Affairs Officer, to Mr. David Loos, Ministry of Planning, Government of Ceylon, dated October 9, 1967, and the termination clause, Part III, paragraph A, of the October 27, 1967, agreement will apply to this agreement as well. The Government of Sri Lanka also agrees to continue to send annual reports on the progress of self-help, due on December 1 of each year.

8. Part II, Item VI, of the agreement stipulates the purposes for which the proceeds from the sale of commodities received under this agreement shall be used. In this regard, it was noted that Part II, Item VIII, of the agreement amends paragraph 4 of the Convertible Local Currency Credit Annex so that PL 480 sales proceeds are no longer required to be deposited in a special account in the name of the recipient country.

9. It is understood that the United States Government will bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels as indicated in Item VII of Part II of the agreement. A question arose as to whether the cost of ocean transportation was to be financed under the agreement. A.I.D. Washington subsequently clarified the point as follows: The importing country pays the entire cost of ocean transportation. Upon submission of proper documentation, the United States then reimburses the differential between the United States and foreign flag rate on the 50 percent required by the agreement to be shipped on United States flag vessels. The Government of Sri Lanka understands and agrees to this provision.

10. It is understood that the arrangements for identification and publicity agreed to during negotiations of previous PL 480 agreements are reaffirmed by the Government of Sri Lanka.

11. It is agreed that reporting is an essential part of programming responsibilities. The Government of Sri Lanka reaffirms its awareness of its responsibilities for the transmission of reports as required under the agreement concerning the arrival and disposition of commodities and the use of commodity sales proceeds. Agreement was reached with respect to the requirements set forth in Part I, Article III, paragraph D, of the agreement, that the Government of Sri Lanka will make appropriate arrangements to furnish the American Embassy a report by the fifteenth of January, April, July, and October covering information referred to in sub-paragraphs 2, 3, and 4 of paragraph D, Article III. Further, the Government of Sri Lanka agrees to return the completed "arrival and shipping information" (ADP sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading in the importing country or 30 days from the receipt of the ADP sheets, whichever is later.

12. The Government of Sri Lanka was informed that prior to its entering into the agreement its officials in Washington must first discuss with United States Department of Agriculture officials specific provisions to be contained in the Agency agreement and the qualifications of specific agents to be considered. It was noted that the Government of Sri Lanka does not engage an agent and its representatives in Washington would be instructed to be in touch with the USDA as soon as possible.

I would very much appreciate your signing and returning to me the attached copy of this letter, which will then serve as "Negotiating Minutes" recording matters on which we have agreed pertaining to the new sales agreement.

Sincerely,

H. BIRNBAUM

H. Birnbaum
A.I.D. Representative
(Acting)

I concur in the above statements: AUSTIN FERNANDO

M. Austin Fernando, *Director*
External Resources Division
Ministry of Planning and Economic Affairs

HAITI

Trade in Cotton Textiles

Agreement amending the agreement of October 19 and November 3, 1971.
Effected by exchange of notes
Signed at Washington November 13 and 23, 1973;
Entered into force November 23, 1973.

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

AMBASSADE D'HAITI
WASHINGTON

AW/DE-195-752 NOVEMBER 13, 1973

EXCELLENCY:

I have the honor to refer to the Agreement concerning exports of cotton textiles from Haiti to the United States effected by exchange of notes in Port au Prince on October 19 and November 3, 1971.[1] As a result of recent discussions between representatives of our two Governments in Washington, D.C., I further have the honor to propose that paragraph 3 of the Agreement be amended to read as follows:

"3. Within the aggregate limit, the following specific limits shall apply for the third and succeeding agreement years subject to the provisions of paragraph 7:

Category	Quantity	Equivalent Square Yards
39	220, 500 dozen pairs	777, 704
51	56, 189 dozen	1, 000, 000
53	20, 687 dozen	937, 121
63	391, 304 pounds	1, 800, 000

[1] TIAS 7256; 22 UST 2112.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the United States of America shall constitute an amendment of the Agreement.

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

JOSETTE PHILIPPEAUX

Josette Philippeaux
Minister Counsellor
Chargé d'Affaires a.i.

His Excellency
HENRY KISSINGER
Secretary of State
Department of State
Washington, D.C.

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

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 23, 1973

MADAME:

I refer to your note of November 13, 1973, proposing amendment of the Agreement concerning trade in cotton textiles between Haiti and the United States of America.

I confirm that the proposal set forth in your note is acceptable to my Government and that your note and this note in reply constitute an amendment of the Agreement.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

The Honorable
JOSETTE PHILIPPEAUX,
Chargé d'Affaires ad interim
of Haiti.

ECUADOR

Privileges and Immunities for United States Inter-American Geodetic Survey Mission

Agreement signed at Quito November 23, 1973; Entered into force November 23, 1973.

AGREEMENT ON IMMUNITIES AND PRIVILEGES FOR THE UNITED STATES INTER-AMERICAN GEODETIC SURVEY MISSION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ECUADOR.

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

Recognizing the desirability of concluding an agreement on immunities, franchises and privileges for the United States Inter-American Geodetic Survey Mission in Ecuador, its officials, experts, and technicians, have agreed as follows:

ONE. The Inter-American Geodetic Survey Mission in the Republic of Ecuador may import for official use and under exemption from duties official emblems,

ACUERDO SOBRE INMUNIDADES Y PRIVILEGIOS DE LA MISION DEL SERVICIO GEODESICO INTERAMERICANO DE LOS ESTADOS UNIDOS DE AMERICA (INTER-AMERICAN GEODETIC SURVEY) CELEBRADO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DEL ECUADOR.

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

Reconociendo la conveniencia de concertar un convenio sobre inmunidades, franquicias y privilegios para la Misión del Servicio Geodésico Interamericano de los Estados Unidos de América en el Ecuador (Inter-American Geodetic Survey), sus funcionarios, expertos y técnicos, han convenido en lo siguiente:

PRIMERA. La Misión del Servicio Geodésico Interamericano en la República del Ecuador podrá importar, para uso oficial, con liberación de derechos: emblemas

flags, stationery, printed matter, office furniture and specialized equipment for implementing its proper projects, in such quantities as may be adequate to meet the requirements of operation and maintenance.

TWO. Those items of furniture, stationery, specialized equipment and vehicles which are imported into Ecuador for official use of the Inter-American Geodetic Survey Mission under Clause One of this Agreement may be transferred by the Mission, preferably to the Military Geographic Institute, without payment of duties with the prior approval of the Ministry of Foreign Relations and the Ministry of Finance upon expiration of the period prescribed by the Law on Diplomatic, Consular and International Organization Immunities, Privileges and Franchises.

THREE. The equipment and files of the Inter-American Geodetic Survey shall be inviolable and will enjoy immunity against search, seizure, expropriation, and any other type of intervention, whether originating in the administrative, executive, legal or legislative authorities, except for those cases which are expressly contemplated in the agreements celebrated between the Inter-American Geodetic Survey and the Military Geographic Institute concerning the matter and in the respective laws.

FOUR. For the purpose of recognizing the immunities, privileges and franchises granted

oficiales, banderas, útiles de escritorio, impresos, muebles de oficina, materiales de oficina y equipo especializado para la realización de los correspondientes proyectos, en las cantidades apropiadas para cubrir las necesidades de funcionamiento y mantención de las mismas.

SEGUNDA. Los muebles, materiales de oficina, equipos especializados y vehículos internados al Ecuador para uso oficial de la Misión del Servicio Geodésico Interamericano, al amparo de la Cláusula Primera de este Acuerdo podrán ser transferidos por aquella de preferencia al Instituto Geográfico Militar con exoneración de impuestos, previa autorización de los Ministerios de Relaciones Exteriores y Finanzas, una vez cumplido el plazo que señala la ley sobre Privilegios y Franquicias e Inmunidades Diplomáticos, Consulares y de Organismos Internacionales.

TERCERA. Los enseres y archivos de la Misión del Servicio Geodésico Interamericano serán inviolables y gozarán de inmunidad contra requisición, confiscación, expropiación y toda otra forma de intervención, bien sea que provenga de autoridades administrativas, ejecutivas, judiciales o legislativas, salvo los casos expresamente contemplados en los convenios celebrados sobre la materia entre el Instituto Geográfico Militar y el Instituto Geodésico Interamericano y en las leyes respectivas.

CUARTA. Para efecto del reconocimiento de las inmunidades, privilegios y franquicias que se

hereunder to the Mission personnel it is essential that its officials, experts and technicians should meet the following requirements:

a. At the request of the competent Ecuadorean authority, to be officially accredited as a member of the Mission by the Embassy of the United States of America in Ecuador;

b. Not to be an Ecuadorean national;

c. To have a rank which should be equivalent at least to that of a Second Lieutenant in the Ecuadorean Army;

d. To receive compensation from the Government of the United States of America;

e. To be exclusively engaged in the performance of those functions to which he has been assigned;

f. Neither the incumbent nor his wife should own real property in Ecuador, and they should have no income other than that received from their Government or from their own property abroad;

g. His stay in Ecuador should be scheduled for a period of at least two years.

FIVE. The officials, experts, and technicians of the Mission who are accredited as such under four above, shall enjoy immunity from Ecuadorean criminal jurisdiction, as well as from civil and

conceden por este Acuerdo al personal de la Misión, es indispensable que en el funcionario, experto o técnico de la misma concurran las siguientes condiciones:

a. Que a requerimiento de la competente autoridad ecuatoriana, haya sido oficial mente acreditado como miembro de la Misión por la Embajada de los Estados Unidos de América en el Ecuador;

b. Que no sea de nacionalidad ecuatoriana;

c. Que posea, por lo menos, grado equivalente al de Subteniente del Ejército ecuatoriano;

d. Que sea rentado por el Gobierno de los Estados Unidos de América;

e. Que se dedique exclusivamente al desempeño de las funciones para las que ha sido acreditado;

f. Que ni él ni su cónyuge posean bienes raíces en el Ecuador ni perciban otras rentas que las provenientes de su Gobierno o de sus bienes propios en el exterior;

g. Que su permanencia en el Ecuador esté programada por lo menos para un período de dos años.

QUINTA. Los funcionarios, expertos o técnicos de la Misión, acreditados como tales según los dispuesto en la cláusula cuarta, gozarán de inmunidad de la jurisdicción penal ecua-

administrative jurisdiction except in the following cases:

a. A real action on real property located in Ecuador;

b. A succesorial action in which an official, expert or technician is acting in a private capacity as an executor, administrator, heir or legatee;

c. An action relating to any professional or commerical activities engaged in by an official, expert or technician in Ecuador apart from his legitimate official functions;

d. A legal action brought by an official, expert or technician against a third party before a court of law in the Republic, in which case he may not claim immunity during the entire proceedings and will be subject to the effects of the sentence passed;

e. An expressed waiver of immunity from jurisdiction in connection with a legal action in which he is acting as defendant, in which case he will be subject to the effects of the sentence passed.

SIX. If an official, expert or technician of the Mission brings suit, he may not claim immunity in connection with any counter suit relating to the main action.

toriana, así como de la civil y administrativa, excepto cuando se trate:

a. De una acción real sobre bienes inmuebles radicados en el Ecuador;

b. De una acción sucesoria en la que el funcionario, experto o técnico figure a título privado como ejecutor testamentario, administrador, heredero o legatario;

c. De una acción referente a cualquier actividad profesional o comercial ejercida por el funcionario, experto o técnico en el Ecuador, en forma marginal a sus funciones oficiales;

d. De una acción judicial que entable dicho funcionario, experto o técnico contra terceros en los juzgados y cortes de la República, en cuyo caso no podrá invocar inmunidad durante todo el proceso y se sujetará a los efectos de la ejecución de la respectiva sentencia;

e. De renuncia expresa a la inmunidad de jurisdicción, en relación a una determinada acción judicial en que actúe como demandado, en cuyo caso se sujetará a los efectos de la ejecución de la sentencia correspondiente.

SEXTA. Si un funcionario, experto o técnico de la Misión entabla una acción judicial, no podrá alegar inmunidad en relación con cualquier demanda reconvencional que esté ligada a la demanda principal.

SEVEN. A Mission official, expert or technician shall, to the extent of his services rendered on behalf of the Government of the United States of America, be exempt from the social security provisions in force in Ecuador. Such exemption shall also apply to any private employees or servants who are exclusively in the employ of an official, expert or technician, provided that they are not Ecuadorean nationals, that they have not taken up permanent residence in Ecuador and that the Government of the United States of America or the official, expert or technician himself who has hired them is responsible for their social security coverage.

A Mission official, expert or technician who employs an Ecuadorean national who is therefore not covered by the preceding paragraph will be expected to discharge the obligations imposed upon employers by the labor and social security laws of Ecuador.

EIGHT. A Mission official, expert or technician shall be exempted from payment of any and all personal, real national, provincial or municipal taxes and assessments, with the following exceptions:

a. Indirect taxes such as those which are normally included in the prices of commodities or services;
b. Taxes or assessments on private real property located within Ecuadorean territory, unless the techni-

SEPTIMA. El funcionario, experto o técnico de la Misión estará en cuanto a los servicios prestados por cuenta del Gobierno de los Estados Unidos de América, exento de las disposiciones sobre seguridad social vigentes en el Ecuador. Esta exención se aplicará igualmente a los empleados y sirvientes particulares que se hallen al servicio exclusivo del funcionario, experto o técnico, siempre que no sean de nacionalidad ecuatoriana ni se hayan domiciliado en el Ecuador y que la protección social que les sea debida corra a cargo del Gobierno de los Estados Unidos de América o del propio funcionario, experto o técnico que los haya contratado.

El funcionario, experto o técnico de la Misión que emplea a personas de nacionalidad ecuatoriana, y por tanto no comprendidas en el párrafo anterior, habrá de cumplir con las obligaciones que las leyes sobre trabajo y seguridad social del Ecuador impongan a los empleadores o patronos.

OCTAVA. El funcionario, experto o técnico de la Misión estará exento de todos los impuestos y gravámenes personales o reales, nacionales, provinciales o municipales, excepto de los siguientes:

a. Los impuestos indirectos de la índole de los normalmente incluídos en el precio de las mercaderías o servicios;
b. Los impuestos o gravámenes sobre los bienes inmuebles privados ubicados en territorio ecuatoriano, a

cian or expert owns such property for the account of the accrediting government and for the purposes of the Mission;

c. Inheritance taxes payable in the case mentioned in five b). above;

d. Taxes and assessments on private income originating in Ecuador and taxes on capital investments in Ecuadorean companies, as well as on every transfer, registration or mortgage made in Ecuador on the private property of an official, expert or technician;

e. Taxes and assessments payable on services privately rendered;

f. Such taxes as the Ministry of Finance and the Ministry of Foreign Relations may determine to be payable in accordance with the spirit of this Agreement, such as payment for services, such as legal costs, water, electricity, sewerage and storage, port charges, consular duties, etc.

NINE. The dependents of an official, expert or technician who are living with him shall enjoy the immunities and privileges established by this Agreement, provided that they are not Ecuadorean nationals. Exemp-

menos que el técnico o experto los posea por cuenta del Estado acreditante y para los fines de la Misión;

c. Los impuestos sobre las sucesiones que corresponden satisfacer en el caso previsto en el literal b) de la cláusula quinta;

d. Los impuestos y gravámenes sobre los ingresos privados que se originen en el Ecuador y los impuestos sobre el capital que graven las inversiones efectuadas en empresas ecuatorianas y todo acto de transferencia, registro o hipoteca de la propiedad privada del funcionario, experto o técnico realizado en el Ecuador;

e. Los impuestos y gravámenes correspondientes a servicios prestados particularmente; y

f. Los que el Ministerio de Finanzas y el de Relaciones Exteriores dictaminen como no eximibles, de acuerdo al espíritu del presente Convenio; tales como el pago de servicios judiciales, de agua, luz, alcantarillado, de control, almacenaje, portuarios, consulares, etc.

NOVENA. Los miembros de la familia del funcionario, experto o técnico que formen parte de su hogar, gozarán de las inmunidades y privilegios establecidos en este Convenio, siempre que no sean de naciona-

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tions and releases may only be granted to the incumbent.

The dependents of an official, expert or technician are defined as his wife, his children under 21 years of age, his unmarried daughters of any age, and his parents or parents-in-law, who are permanently living with him, provided that they do not engage in private activities for profit.

TEN. Non-Ecuadorean personnel who come to this country to serve as domestic servants of an official, expert or technician will be exempted from payment of income tax; in all other aspects they shall be subject to the provisions in the Ecuadorean Immigration Law, as well as to the rules set forth in the reciprocal agreement on the granting of non-immigrant visas which is in force between the Government of the United States of America and of the Republic of Ecuador.[1]

ELEVEN. The Ecuadorean authorities may, through the Ministry of Foreign Relations, request that an official, expert or technician give testimony in a civil, commercial or criminal case of which a national court of law is taking cognizance. In such cases, if the official, expert or technician complies with such request, he may render a sworn statement in writing and it will

lidad ecuatoriana. Las franquicias y exoneraciones se concederán solamente al titular de la función.

Se entiende que son miembros de la familia del funcionario, experto o técnico, su cónyuge, sus hijos menores de 21 años, sus hijas solteras de toda edad, sus padres o padres políticos que vivan permanentemente con el funcionario, experto o técnico, siempre que no se dediquen a actividades particulares con fines lucrativos.

DECIMA. El personal de servicio no ecuatoriano que ingrese al país para el servicio doméstico del funcionario, experto o técnico, estará exento del impuesto a la renta; en lo demás se sujetará a las disposiciones establecidas en la Ley de Inmigración y Extranjería del Ecuador, así como también a las normas contenidas en el Acuerdo Recíproco sobre Concesión de Visas de no-inmigrantes, vigente entre los Gobiernos de los Estados Unidos de América y de la República del Ecuador.

DECIMO PRIMERA. Las autoridades ecuatorianas, pro conducto del Ministerio de Relaciones Exteriores podrán solicitar que el funcionario experto o técnico, preste su testimonio en casos civiles, comerciales o penales que se ventilen en los juzgados o en las cortes nacionales. En tal caso, el funcionario, experto o técnico, de acceder a la solicitud, podrá prestar tes-

[1] TIAS 5354; 14 UST 757.

not be necessary for him to appear personally before a legal authority.

TWELVE. Those officials, experts, and technicians who are accredited as such under clause four above will have for their personal imports rated as free from duties those quotas established in the Law on Diplomatic, Consular and International Organization Immunities, Privileges and Franchises.

THIRTEEN. For importation of consumers' goods and automobiles the provisions in the Law referred to in the previous clause will apply to the Mission officials, experts and technicians.

FOURTEEN. The Mission officials, experts and technicians may sell the automobiles imported into the country under exemption from duties without paying any taxes, upon expiration of the minimum period established by the pertinent law, such period to begin on the date of importation of the vehicle. However, prior to the expiration of such period the sale of a vehicle will be permitted in the event of the transfer or death of the official, expert or technician. In such cases, the incumbent or his heirs shall pay duties for the time which has yet to elapse until completion of the respective period.

FIFTEEN. In all other aspects, the franchises, privileges and immunities which are recognized hereunder for the Mission offi-

timonio jurado por escrito, sin que sea necesaria su comparecencia ante las autoridades judiciales.

DECIMO SEGUNDA. Los funcionarios expertos o técnicos, acreditados como tales, según lo dispuesto en la cláusula cuarta, dispondrán para la importación de sus enseres personales, calificados libres de derechos, de los cupos establecidos en la Ley sobre Inmunidades, Privilegios y Franquicias Diplomáticas, Consulares y de los Organismos Internacionales.

DECIMO TERCERA. Para la importación de bienes de consumo y de automóviles, se aplicarán a los funcionarios, expertos o técnicos de la Misión las disposiciones de la Ley señalada en la cláusula anterior.

DECIMO CUARTA. Los funcionarios, expertos o técnicos de la Misión podrán vender los automóviles introducidos al país con liberación de derechos, sin pagar impuesto alguno, una vez cumplido el plazo mínimo fijado por la Ley de la materia, contado dicho plazo desde la fecha de internación del vehículo. Sin embargo se permitirá la venta de dicho vehículo antes del vencimiento del plazo al que hace referencia la ley, en caso de traslado o defunción del funcionario, experto o técnico. En tal evento, el interesado o sus herederos, deberán pagar los derechos correspondientes al tiempo que le faltó al automóvil para cumplir el plazo respectivo.

DECIMO QUINTA. En lo demás, el régimen de franquicias, privilegios e inmunidades que por este Acuerdo se reconoce a los

cials, experts and technicians, shall be subject to the extent applicable, to the provisions set forth in the Law on Diplomatic, Consular and International Organization Immunities, Privileges and Franchises.

SIXTEEN. This Agreement will go into force effective on the date when it is signed and will remain in full force and effect until ninety days after the date on which either Government advises the other that it wishes to terminate it.

DONE in Quito, Ecuador, this twenty third day of November one thousand nine hundred and seventy three, in the English and Spanish languages.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT C. BREWSTER

Robert C. Brewster,
American Ambassador.

funcionarios, expertos o técnicos de la Misión estará sujeto, en todo lo que fuere del caso, a las disposiciones constantes en la Ley sobre Inmunidades, Privilegios y Franquicias Diplomáticos, Consulares y de los Organismos Internacionales.

DECIMO SEXTA. El presente Acuerdo entrará en vigencia desde el momento de su firma y permanecerá en vigor hasta noventa días después del día en que cualesquiera de los dos Gobiernos notifique al otro su intención de darlo por terminado.

FIRMADO en Quito, Ecuador, el día veintitrés de Noviembre de mil novecientos setenta y tres, en los idiomas inglés y español.

POR EL GOBIERNO DE LA REPÚBLICA DEL ECUADOR:

ANTONIO J LUCIO PAREDES

Antonio Jose Lucio Paredes,
Ministro de Relaciones Exteriores.

BANGLADESH

Agricultural Commodities

Agreement amending the agreement of August 6, 1973, as amended.
Effected by exchange of notes
Signed at Dacca November 1 and 24, 1973;
Entered into force November 24, 1973.

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

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, *November 1, 1973*

DEAR MR. SECRETARY:

I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 6, 1973, as amended September 19, 1973,[1] and to propose an agreement by amendment as follows:

In Commodity Table, Part II, Item I, under the column entitled Approximate Maximum Quantity delete "80,000", and insert "153,000"; and under the column entitled Maximum Export Market Value delete "$17.6", and insert "$32.4"; and under Total Export Market Value delete "$17.6", and insert "$32.4". All other terms and conditions of the August 6, 1973 agreement, as amended, remain the same.

It is proposed that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

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[1] TIAS 7711, 7756; *ante*, pp. 1985, 2313.

Please accept the renewed assurances of my highest consideration.

DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

Mr. M. SYEDUZZAMAN
Secretary
Planning Commission
Government of Bangladesh
Dacca

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

[1]

পরিকল্পনা কমিশন
বাংলাদেশ সেক্রেটারিয়েট [2]
ঢাকা

D.O. No. 273/ERD(III)/USA(COM)-13/73

NOVEMBER 24, 1973.

DEAR MR. NEWBERRY,

Please refer to your letter dated November 1, 1973 regarding the amendment to the Agricultural Commodities Agreement signed by the representatives of our two Governments on August 6, 1973 as amended September 19, 1973.

Your proposal to delete "80,000" and insert "153,000" under the column entitled Approximate Maximum Quantity, to delete "$17.6" and insert "$32.4" under the column entitled Maximum Export Market Value and to delete "$17.6" and insert "$32.4" under Total Export Market Value in Commodity Table, Part-II, Item-I is acceptable to the Government of Bangladesh.

All other terms and conditions of the Agreement dated August 6, 1973 as amended September 19, 1973 remain the same.

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[1] In translation reads: "Government People's Republic of Bangladesh".
[2] In translation reads: "Planning Commission
Bangladesh Secretariat".

Please accept the assurances of my high consideration.

Yours sincerely,

M. SYEDUZZAMAN

(M. Syeduzzaman)
Secretary.

Mr. DANIEL O. NEWBERRY
Chargé d' Affaires ad interim
Embassy of the United States of America
in Bangladesh, Adamjee Court
Motijheel Commercial Area
Dacca-2.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Cultural Relations: American Information Center in Sarajevo

Agreement signed at Belgrade July 18, 1973;
Entered into force provisionally July 18, 1973;
Entered into force definitively December 14, 1973.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA ON THE ESTABLISHMENT OF A UNITED STATES INFORMATION CENTER IN SARAJEVO IN ACCORDANCE WITH THE TERMS OF THE MEMORANDUM OF UNDERSTANDING OF 14 JUNE 1961.

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia, in conformity with the provisions of Paragraph 1 of the Memorandum of Understanding between the United States of America and the Federal People's Republic of Yugoslavia Regulating the Operations of the American Reading Rooms, [1] signed in Belgrade on 14 June 1961, have agreed as follows:

Article 1.

The Yugoslav Government shall permit the establishment of a United States Information Center in Sarajevo, which will perform its activity under the name of "American Information Center in Sarajevo".

[1] TIAS 6753; 20 UST 2826.

Article 2.

The American Information Center in Sarajevo shall inform the Yugoslav public about events and developments in the United States and shall perform its activity under the provisions set forth by the Memorandum of Understanding between the United States of America and the Federal People's Republic of Yugoslavia Regulating the Operation of the American Reading Rooms, signed in Belgrade on 14 June 1961.

Article 3.

The Government of the United States of America will permit the establishment of Yugoslav Information Centers in the United States of America as may be agreed upon between the two governments, which will have as a goal informing the public of the United States of America about events and developments in the Socialist Federal Republic of Yugoslavia.

With respect to rights and duties, any Yugoslav Information Center established in the United States will be accorded by the Government of the United States of America rights and privileges on a basis of reciprocity and in accordance with applicable laws and regulations in effect in the United States of America.

Article 4.

This Agreement shall enter into force on the date on which the Government of the Socialist Federal Republic of Yugoslavia shall notify the Government of the United States of its formal acceptance thereof.[1] The provisions of this Agreement shall nonetheless be applied provisionally from the date of signature.

This Agreement shall remain in force indefinitely unless six months notification in writing is given by either party to the other of its decision to terminate the Agreement.

Signed in Belgrade on 18 July 1973 in duplicate in the English and Croato-Serbian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Malcolm Toon. [2]

FOR THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

[3]

[1] Dec. 14, 1973.
[2] Malcolm Toon
[3] Ante Cudina

S P O R A Z U M

IZMEĐU VLADE SJEDINJENIH AMERIČKIH DRŽAVA I VLADE SOCIJALISTIČKE FEDERATIVNE REPUBLIKE JUGOSLAVIJE O OSNIVANJU INFORMATIVNOG CENTRA SJEDINJENIH AMERIČKIH DRŽAVA U SARAJEVU SUGLASNO USLOVIMA MEMORANDUMA O SUGLASNOSTI OD 14. LIPNJA 1961.

Vlada Sjedinjenih Američkih Država i Vlada Socijalističke Federativne Republike Jugoslavije, shodno odredbama člana 1. Memoranduma o suglasnosti između Sjedinjenih Američkih Država i Federativne Narodne Republike Jugoslavije kojim se regulira djelovanje američkih čitaonica, potpisanog u Beogradu 14. lipnja 1961. godine, složile su se u slijedećem:

Član 1.

Jugoslavenska Vlada će dozvoliti osnivanje informativnog centra Sjedinjenih Američkih Država u Sarajevu koji će vršiti svoju djelatnost pod imenom "Američki centar za informacije u Sarajevu".

Član 2.

Američki centar za informacije u Sarajevu obavještavat će jugoslavensku javnost o događajima i pojavama u Sjedinjenim Američkim Državama i obavljat će svoju djelatnost prema odredbama Memoranduma o suglasnosti između Sjedinjenih Američkih Država i Federativne Narodne Republike Jugoslavije, kojima se regulira rad američkih čitaonica, potpisanog u Beogradu 14. lipnja 1961. godine.

Član 3.

Vlada Sjedinjenih Američkih Država će dozvoliti osnivanje jugoslavenskih informacionih centara u Sjedinjenim Američkim Državama, kako se budu dogovorile dvije vlade, koji će imati za cilj informiranje javnosti Sjedinjenih Američkih Država o događajima i pojavama u Socijalističkoj Federativnoj Republici Jugoslaviji.

Što se tiče prava i dužnosti, svakom jugoslavenskom informacionom centru osnovanom u Sjedinjenim Američkim Državama Vlada Sjedinjenih Američkih Država priznat će prava i privilegije na bazi reciprociteta i u skladu sa važećim zakonima i propisima u Sjedinjenim Američkim Državama.

Član 4.

Ovaj sporazum stupa na snagu na dan kad Vlada Socijalističke Federativne Republike Jugoslavije obavjesti Vladu Sjedinjenih Američkih Država o svom zvaničnom usvajanju istog. Međutim, odredbe ovog sporazuma privremeno će se primjenjivati od dana potpisivanja.

Sporazum se zaključuje na neodređeno vrijeme i ostaje na snazi dok ga jedna od strana ugovornica ne otkaže pismeno sa otkaznim rokom od šest mjeseci.

Potpisano u Beogradu, dana 18. srpnja 1973. godine, u dva primjerka, na engleskom i hrvatskosrpskom jeziku, s tim što su oba teksta jednako vjerodostojna.

ZA VLADU
Sjedinjenih Američkih
Država,

ZA VLADU
Socijalističke Federativne
Republike Jugoslavije,

JAPAN

Atomic Energy: Cooperation for Civil Uses

Protocol signed at Washington March 28, 1973,
Entered into force December 21, 1973.
With exchange of notes.

PROTOCOL AMENDING THE AGREEMENT FOR COOPERATION BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAPAN
CONCERNING CIVIL USES OF ATOMIC ENERGY

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy, signed at Washington on February 26, 1968, of which the quantity limitation referred to in paragraph A of Article IX was increased by the Notes exchanged on February 24, 1972,[1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows.

[1] TIAS 6517, 7306, 19 UST 5214, 23 UST 275.

ARTICLE I

Article VII of the Agreement for Cooperation shall be deleted and replaced by the following:

"ARTICLE VII

"A. (1) Subject to the availability of capacity in United States Commission facilities for uranium enrichment and within the quantity authorized in Article IX for transfer, contracts with the Government of Japan or with authorized persons under its jurisdiction may be executed by the United States Commission as herein set forth for the production or enrichment of uranium enriched in the isotope U-235 for use as fuel in power applications undertaken within Japan. It is understood by the Parties that, at such times as the Government of Japan or such authorized persons have requirements for such services and are prepared to execute firm contracts which set forth quantities, enrichments, delivery schedules and other terms and conditions of supply of such services, the Government of Japan or such authorized persons will have access on an equitable basis with other purchasers of such services to uranium enrichment capacity then available in United States Commission facilities and not already allocated. Contracts for supply of such services will be negotiated and executed on a timely basis.

(2) Additionally, if the Government of Japan or authorized persons under its jurisdiction so request, the United States Commission may, at its option and under such terms and conditions as may be agreed, sell uranium enriched in the isotope U-235 in such amounts as are within the quantity authorized in Article IX for transfer for use as fuel in power applications undertaken within Japan.

"B. Under such terms and conditions as may be agreed, the United States Commission will transfer (including, inter alia, supplying through enrichment services contracts) to the Government of Japan or authorized persons under its jurisdiction uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments.

"C. Special nuclear material may also be transferred (including, inter alia, supplying through enrichment services contracts) to either Party or to persons authorized by it to receive such material, under such terms and conditions as may be agreed, for the performance within the territory of the receiving country of conversion or fabrication services, or both, and for subsequent return to the territory of the country from which it was transferred, or for subsequent transfer to another nation or international organization in accordance with the provisions of this Agreement.

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"D. As may be agreed and subject to the provisions of Article IX, paragraph B, the United States Commission may transfer to the Government of Japan or to authorized persons under its jurisdiction special nuclear material other than uranium enriched in the isotope U-235 for use as fuel in reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance."

ARTICLE II

Article VIII of the Agreement for Cooperation shall be deleted and replaced by the following

"ARTICLE VIII

"A. The uranium enriched in the isotope U-235 supplied under this Agreement may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 so supplied may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the United States Commission finds there is a technical or economic justification for such a transfer.

"B. Subject to the provisions of Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI, paragraph B or Article VII to the Government of Japan or to authorized persons under its jurisdiction may include such amounts as are mutually agreed to be necessary for the accomplishment

of the purposes authorized in this Agreement, including the fueling of reactors or reactor experiments in Japan and their efficient and continuous operation.

"C. When any special nuclear material received from the United States of America requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration may be performed in Japanese facilities upon a joint determination of the Parties that the provisions of Article XI may be effectively applied, or in such other facilities as may be mutually agreed.

"D. Special nuclear material produced as a result of irradiation processes in any part of the fuel leased by the United States Commission under this Agreement or the superseded Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph C of this Article, title to such produced material shall be in the lessee unless the United States Commission and the lessee otherwise agree.

"E. Special nuclear material produced through the use of material transferred to the Government of Japan or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement may be transferred to any other nation or international organization, provided that such nation or international organization has an appropriate agreement for cooperation with the Government of the United States of America or guarantees the use of such special nuclear material for peaceful purposes under safeguards acceptable to the Parties

"F With respect to any special nuclear material or fuel elements which the United States Commission may lease pursuant to this Agreement, or may have leased pursuant to the superseded Agreement, to the Government of Japan, the Government of Japan 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 special nuclear material or fuel elements after delivery by the United States Commission to the Government of Japan or to any person acting on its behalf."

ARTICLE III

Article IX of the Agreement for Cooperation shall be deleted and replaced by the following:

"ARTICLE IX

"A. The separative work required to produce the uranium enriched in the isotope U-235 transferred under this Agreement or the superseded Agreement from the United States of America to Japan for power applications undertaken within Japan shall not exceed that necessary to support the fuel cycles of reactors having a total installed capacity of sixty thousand (60,000) megawatts (electric) or such capacity as may be agreed between the Parties in accordance with their statutory and constitutional procedures.

"B. The quantity of plutonium which may be transferred by the United States Commission under this Agreement or may have been transferred under the superseded Agreement shall not exceed a net amount of three hundred and sixty-five (365) kilograms The net amount of plutonium shall be the gross quantity transferred to the Government of Japan or to authorized persons under its jurisdiction less the quantity which has been returned to the United States of America or transferred to any other nation or international organization in accordance with the provisions of this Agreement."

ARTICLE IV

The introductory clause of paragraph B of Article XI of the Agreement for Cooperation shall be deleted and replaced by the following·

"In the event that International Atomic Energy Agency safeguards acceptable to the Government of the United States of America are not applied as provided in Article XII, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following safeguards rights "

ARTICLE V

Article XII of the Agreement for Cooperation shall be deleted and replaced by the following

"ARTICLE XII

"A. The Parties note that by a trilateral agreement signed by them and the International Atomic

Energy Agency on July 10, 1968,[1] the Agency has been applying safeguards consistent with the provisions of Article XI of this Agreement to materials, equipment and facilities under the jurisdiction of the Government of Japan subject to safeguards under the superseded Agreement or this Agreement. The Parties, recognizing the desirability of continuing to make use of the facilities and services of the Agency, agree that Agency safeguards shall continue to apply to materials, equipment and facilities subject to safeguards under the superseded Agreement or this Agreement, pursuant either to the above-mentioned trilateral agreement among the Parties and the Agency as it may be amended from time to time or to a new trilateral agreement supplanting it.

"B. If one of the Parties concludes with the Agency the agreement contemplated in Article III, paragraph 4 of the Treaty on the Non-Proliferation of Nuclear Weapons,[2] or any similar agreement, acceptable to the other Party for the purposes of suspension hereinafter described, such an agreement, as long as it remains in force, will suspend the application of the safeguards provided for by the trilateral agreement referred to in paragraph A of this Article with respect to the Party which concludes the agreement.

"C. In the event the applicable safeguards agreement referred to in this Article should be terminated prior to the expiration of this Agreement and the Parties

[1] TIAS 6520, 19 UST 5371.
[2] TIAS 6839 21 UST 483.

should fail to agree promptly upon resumption of Agency safeguards, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Japan, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules In the event of termination by either Party, the Government of the United States of America may require the Government of Japan to effect the return of all special nuclear material supplied pursuant to this Agreement or the superseded Agreement and still in Japan, provided that the Government of the United States of America will compensate the persons, including the Government of Japan, returning such material for their interest in such material so returned at the United States Commission's schedule of prices then in effect in the United States of America."

ARTICLE VI

Paragraph B of Article XIV of the Agreement for Cooperation is amended by deleting "thirty (30)" and substituting in lieu thereof "thirty-five (35)".

ARTICLE VII

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

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

DONE at Washington, in duplicate, in the English and Japanese languages, both texts being equally authentic, this twenty-eighth day of March, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[2]

[3]

FOR THE GOVERNMENT OF JAPAN:

[4]

[1] Dec. 21, 1973.
[2] Marshall Green
[3] Dixy Lee Ray
[4] Nobuhiko Ushiba

アメリカ合衆国政府のために

日本国政府のために

TIAS 7758

協力協定の効力の存続期間中効力を有する。

以上の証拠として、下名は、正当に委任を受け、この議定書に署名した。

千九百七十三年三月二十八日にワシントンで、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。

効な合衆国委員会の価格表に従つて、その特殊核物質を返還する者（日本国政府を含む。）がそのように返還される特殊核物質について有する利益を補償する。

第六条

協力協定第十四条B中「三十」を「三十五」に改める。

第七条

この議定書は、それぞれの政府が、他方の政府から、この議定書の効力発生のための法律上及び憲法上のすべての要件を満たした旨の文書による通告を受領した日に効力を生じ、かつ、

い場合には、通告によりこの協定を廃棄することができる。両当事国政府は、いずれかの当事国政府がこの協定を廃棄する措置をとる前に、その廃棄の経済的影響を慎重に検討する。アメリカ合衆国政府は、日本国政府が他の動力源を得るための取極を行なうために十分な予告を同政府に与える前に、また、日本国政府は、アメリカ合衆国政府が生産計画を調整するために十分な予告を同政府に与える前に、廃棄の権利を行使しない。いずれか一方の当事国政府によりこの協定が廃棄された場合には、アメリカ合衆国政府は、日本国政府に対し、この協定又は旧協定に基づいて供給され、かつ、まだ日本国内にあるすべての特殊核物質の返還が行なわれるように要請することができる。もつとも、アメリカ合衆国政府は、アメリカ合衆国においてその時に有

協定に基づき、旧協定又はこの協定に基づく保障措置の対象となる資材、設備及び施設に同機関の保障措置が引き続き適用されることに合意する。

B いずれか一方の当事国政府が核兵器の不拡散に関する条約第三条4にいう協定又はこれと同様の協定であつて、このBにいう停止の目的のために他方の当事国政府が受け入れることができるものを国際原子力機関との間に締結する場合には、その協定が適用されている期間中、その協定を締結する当事国政府については、Aの三者間協定で定める保障措置の適用は、停止する。

C いずれの当事国政府も、この条に規定する関係保障措置協定がこの協定の終了前に廃棄され、かつ、両当事国政府が国際原子力機関の保障措置の再開にすみやかに合意しな

協力協定第十二条を次のように改める。

第十二条

A　両当事国政府は、両当事国政府及び国際原子力機関により千九百六十八年七月十日に署名された三者間協定により、同機関が、旧協定又はこの協定に基づく保障措置の対象となる日本国政府の管轄の下にある資材、設備及び施設に第十一条の規定に適合する保障措置を適用してきたことに留意する。両当事国政府は、国際原子力機関の施設及び役務を引き続き利用することが望ましいと認めるので、両当事国政府と同機関との間の前記の三者間協定（随時行なわれることがある改正を含む。）又はこれに代わる新しい三者間

差し引いたものとする。

第四条

協力協定第十一条B中(1)から(6)までの部分以外の部分を次のように改める。

アメリカ合衆国政府は、同政府が受け入れることができる国際原子力機関の保障措置の第十二条に規定するところによる適用がされないこととなつた場合には、この協定の他のいかなる規定にもかかわらず、保障措置に関する次の権利を有する。

第五条

A

日本国内における動力への利用のためこの協定又は旧協定に基づいてアメリカ合衆国から日本国に移転される同位元素U－二三五の濃縮ウラノを生産するために必要な分離作業量は、総設備容量六万メガワット（電気出力）又は両当事国政府の間でそれぞれの法律上及び憲法上の手続に従つて合意される容量を有する原子炉の核燃料サイクルを維持するために必要な分離作業量をこえてはならない。

B

合衆国委員会によりこの協定に基づいて移転され又は旧協定に基づいて移転されたプルトニウムの純量は、三百六十五キログラムをこえてはならない。プルトニウムの純量は、日本国政府又はその管轄の下にある認められた者に移転された総量から、この協定に従いアメリカ合衆国に返還され又は第三国若しくは国際機関に移転されたものの量を

その特殊核物質又は燃料要素の生産又は加工、所有、賃借並びに占有及び使用から生ずる原因のいかんを問わないすべての責任（第三者に対する責任を含む。）について、その特殊核物質又は燃料要素が合衆国委員会から日本国政府又は同政府のために行動する者に引き渡された後は、アメリカ合衆国政府に対しその責任を免れさせ、かつ、損害を与えないようにするものとする。

第三条

協力協定第九条を次のように改める。

第九条

TIAS 7758

合衆国委員会及び賃借者が別途合意する場合を除くほか、賃借者に属する。

E この協定又は旧協定に基づいて日本国政府又はその管轄の下にある認められた者に移転された資材の使用を通じて生産された特殊核物質は、第三国又は国際機関に移転することができる。ただし、当該第三国若しくは国際機関がアメリカ合衆国政府との間に適当な協力のための協定を締結していること又は当該第三国若しくは国際機関がその特殊核物質を平和的目的のために使用することを両当事国政府が受け入れることができる保障措置の下で保証していることを条件とする。

F 日本国政府は、合衆国委員会がこの協定又は旧協定に基づいて同政府に賃貸した特殊核物質又は燃料要素に関し、

かつ継続的運転を含む。）の達成のために必要なものとして相互に合意する数量を含むことができる。

C アメリカ合衆国から受領した特殊核物質が再処理を必要とするとき、又は同国から受領した燃料資材を含む照射を受けた燃料要素が原子炉から取り出されてその形状若しくは内容が変更されるときは、その再処理又は変更は、第十一条の規定が効果的に適用されるとの両当事国政府の共同の決定に基づいて日本国の施設において、又は相互に合意するその他の施設において行なうことができる。

D この協定又は旧協定に基づいて合衆国委員会により賃貸された燃料のいずれかの部分の中に照射の過程を経た結果生産された特殊核物質は、賃借者の債権勘定となり、その生産された物質に対する権原は、Cに定める再処理の後、

A　この協定に基づいて供給される同位元素U－二三五の濃縮ウランは、同位元素U－二三五を二十パーセントまで含むことができる。この協定に基づいて供給される同位元素U－二三五の濃縮ウランの一部は、合衆国委員会がそのような移転について技術的又は経済的な正当性があると認めるときは、同位元素U－二三五を二十パーセントをこえる割合で含む資材として提供することができる。

B　第九条の規定に従うことを条件として、第六条B又は第七条の規定に基づいて日本国政府又はその管轄の下にある認められた者に移転される同位元素U－二三五の濃縮ウランの量は、この協定において認められた目的（日本国における原子炉又は原子炉実験の燃料供給及びそれらの能率的

物質のそのような移転には、特に、濃縮役務契約による供給を含む。

D　合衆国委員会は、日本国政府又はその管轄の下にある認められた者に対し、合意されるところに従い、かつ、第九条Bの規定に従うことを条件として、原子炉及び原子炉実験における燃料としての使用に供するため、同位元素U－二三五の濃縮ウラン以外の特殊核物質を移転することができる。個個の移転の条件は、事前に合意されるものとする。

第二条

協力協定第八条を次のように改める。

第八条

B 合衆国委員会は、日本国政府又はその管轄の下にある認められた者に対し、合意される条件により、特定の研究における利用（研究用、材料試験用又は実験用の原子炉及び原子炉実験における利用を含む。）のために燃料として使用する同位元素U－二三五の濃縮ウランの移転（特に濃縮役務契約による供給）を行なう。

C 特殊核物質は、また、受領当事国の領域内における転換役務若しくは加工役務又はその双方の遂行及び特殊核物質を移転した当事国の領域へのその後の返還又はこの協定の規定に従つて行なわれる第三国若しくは国際機関へのその後の移転のため、合意される条件により、いずれか一方の当事国政府又は当該政府により特殊核物質を受領することを認められた者に移転することができるものとし、特殊核

的な契約を締結する用意がある場合には、合衆国委員会の施設においてその時に利用可能であり、かつ、未配分であるウラン濃縮能力を、そのような役務の他の購入者との間における公平を基礎として利用することができることが両当事国政府により了解される。そのような役務の提供のための契約は、時宜に応じて交渉され及び締結される。

(2) 合衆国委員会は、さらに、日本国政府又はその管轄の下にある認められた者が要請する場合には、自己の選択に基づき、かつ、合意される条件により、第九条において移転のために認められた量の範囲内で、日本国内における動力への利用のために燃料として使用する同位元素U—二三五の濃縮ウランを売却することができる。

協力協定第七条を次のように改める。

第七条

A

(1) 合衆国委員会のウラン濃縮のための施設の能力の利用可能性及び第九条において移転のために認められた量の範囲内で、日本国内における動力への利用のために燃料として使用する同位元素U－二三五の濃縮ウランを生産し又は濃縮することを目的として、この(1)に定めるところにより、合衆国委員会と日本国政府又はその管轄の下にある認められた者との間で契約を締結することができる。日本国政府又はその管轄の下にある認められた者は、そのような役務を必要とする場合であつて、量、濃縮度、引渡計画その他の役務の提供に関する条件を定める確定

原子力の非軍事的利用に関する協力のためのアメリカ合衆国政府と日本国政府との間の協定を改正する議定書

アメリカ合衆国政府及び日本国政府は、

千九百七十二年二月二十四日に交換された書簡によりその第九条Aに規定する制限量が増大された千九百六十八年二月二十六日にワシントンで署名された原子力の非軍事的利用に関する協力のためのアメリカ合衆国政府と日本国政府との間の協定(以下「協力協定」という。)を改正することを希望して、

次のとおり協定する。

第一条

[EXCHANGE OF NOTES]

DEPARTMENT OF STATE
WASHINGTON

MARCH 28, 1973

EXCELLENCY

I have the honor to refer to the Protocol amending the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy which was signed today and to confirm the following understandings which have been reached during the negotiations leading to the conclusion of the Protocol

1. Notwithstanding the provisions of Article VII, paragraph A of the Agreement for Cooperation as amended by the Protocol, the Government of the United States of America will maintain the allocation of uranium enriched in the isotope U-235 pursuant to the Agreement for Cooperation prior to amendment by the Protocol for the fueling of the power reactor program specified in the Appendix to this note.
2. With respect to any contract executed between the United States Commission and the Government of Japan or authorized persons under its jurisdiction prior to the entry into force of the Protocol and for the term of each such contract at the date of entry into force of the Protocol, prices for uranium enriched in the isotope U-235 or charges for enrichment services applicable to the Government of Japan or to authorized persons under its jurisdiction will be those in effect for users in the United States of America at the time of delivery

If the Government of Japan concurs, I suggest that this note and Your Excellency's reply to that effect be regarded as placing those understandings on record.

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

For the Secretary of State

MARSHALL GREEN

Enclosure
Appendix.

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

APPENDIX

JAPAN'S ENRICHED URANIUM POWER REACTOR PROGRAM

Classification	Reactors	Start of Construction	Total KGS. of U-235 Required
Construction Completed	1. TSURUGA, 357 MWe (Japan Atomic Power Co.)	1966	7, 300
	2. FUKUSHIMA No. 1, 460 MWe (Tokyo Electric Power Co.)	1966	8, 700
	3. MIHAMA No. 1, 340 MWe (Kansai Electric Power Co.)	1966	7, 400
	4. MIHAMA No. 2, 500 MWe (Kansai Electric Power Co.)	1968	10, 172
Under Construction	5. FUKUSHIMA No. 2, 784 MWe (Tokyo Electric Power Co.)	1968	13, 780
	6. TAKAHAMA No. 1, 826 MWe (Kansai Electric Power Co.)	1969	16, 073
	7. SHIMANE No. 1, 460 MWe (Chugoku Electric Power Co.)	1969	8, 477
	8. FUKUSHIMA No. 3, 784 MWe (Tokyo Electric Power Co.)	1970	13, 800
	9. HAMAOKA No. 1, 540 MWe (Chubu Electric Power Co.)	1970	9, 500
	10. GENKAI No. 1, 559 MWe (Kyushu Electric Power Co.)	1970	10, 000
	11. TAKAHAMA No. 2, 826 MWe (Kansai Electric Power Co.)	1970	14, 700
	12. ONAGAWA No. 1, 524 MWe (Tohoku Electric Power Co.)	1971	8, 900
	13. FUKUSHIMA No. 5, 784 MWe (Tokyo Electric Power Co.)	1971	14, 000
	14. FUKUSHIMA No. 4, 784 MWe (Tokyo Electric Power Co.)	1972	13, 500
	15. OHI No. 1, 1,175 MWe (Kansai Electric Power Co.)	1972	19, 250
	16. MIHAMA No. 3, 826 MWe (Kansai Electric Power Co.)	1972	14, 450
	17. IKATA No. 1, 566 MWe (Shikoku Electric Power Co.)	1972	9, 650
	18. FUKUSHIMA No. 6, 1,100 MWe (Tokyo Electric Power Co.)	1972	17, 500
	19. OHI No. 2, 1,175 MWe (Kansai Electric Power Co.)	1972	17, 700
	20. TOKAI No. 2, 1,100 MWe (Japan Atomic Power Co.)	1972	17, 500

Classification	Reactors	Start of Construction	Total KGS. of U-235 Required
Under Planning	21. HAMAOKA No. 2, 840 MWe (Chubu Electric Power Co.)	1973	14, 500
	22. FUKUSHIMA II No. 1, 1,100 MWe (Tokyo Electric Power Co.)	1973	17, 500
	23. TOKYO No. 8, 1,100 MWe (Tokyo Electric Power Co.)	1973	13, 500
	24. HOKURIKU No. 1, 550 MWe (Hokuriku Electric Power Co.)	1973	7, 300
	25. KYUSHU No. 2, 559 MWe (Kyushu Electric Power Co.)	1973	9, 100
	26. CHUBU No. 3, 1,100 MWe (Chubu Electric Power Co.)	1973	13, 500
	27. HOKKAIDO No. 1, 350 MWe (Hokkaido Electric Power Co.)	1973	600
Total	20,069 MWe		328, 352

EMBASSY OF JAPAN
WASHINGTON

WASHINGTON, *March 28, 1973*

SIR:

I have the honor to refer to your Note dated today, regarding the Protocol amending the Agreement for Cooperation Between the Government of Japan and the Government of the United States of America Concerning Civil Uses of Atomic Energy signed today, in which you set forth the following understandings which have been reached during the negotiations leading to the conclusion of the Protocol:

1. Notwithstanding the provisions of Article VII, paragraph A of the Agreement for Cooperation as amended by the Protocol, the Government of the United States of America will maintain the allocation of uranium enriched in the isotope U-235 pursuant to the Agreement for Cooperation prior to amendment by the Protocol for the fueling of the power reactor program specified in the Appendix to this note.
2. With respect to any contract executed between the United States Commission and the Government of Japan or authorized persons under its jurisdiction prior to the entry into force of the Protocol and for the term of each such contract at the date of entry into force of the Protocol, prices for uranium enriched in the isotope U-235 or charges for enrichment services applicable to the Government of Japan or to authorized persons under its jurisdiction will be those in effect for users in the United States of America at the time of delivery.

I have further the honor to inform you that the Government of Japan concurs in the foregoing understandings and confirms that your Note and this reply be regarded as placing these understandings on record.

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

NOBUHIKO USHIBA

The Honorable
WILLIAM P. ROGERS,
Secretary of State.

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	27. HOKKAIDO No. 1, 350 MWe (Hokkaido Electric Power Co.)	1973	600
Total	20,069 MWe		328, 352

MULTILATERAL

Status of Forces in the Federal Republic of Germany

Agreement amending the agreement of August 3, 1959.
Done at Bonn October 21, 1971;
Entered into force January 18, 1974.

Abkommen zur Änderung des Zusatzabkommens vom 3. August 1959 zu dem Abkommen zwischen den Parteien des Nordatlantikvertrags über die Rechtsstellung ihrer Truppen hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen

Agreement to amend the Agreement of 3 August 1959 to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany

Accord modifiant l'Accord du 3 août 1959 complétant la Convention entre les Etats Parties au Traité de l'Atlantique Nord sur le Statut de leurs Forces, en ce qui concerne les Forces étrangères stationnées en République fédérale d'Allemagne

DAS KÖNIGREICH BELGIEN,

DIE BUNDESREPUBLIK DEUTSCHLAND,

DIE FRANZÖSISCHE REPUBLIK,

KANADA,

DAS KÖNIGREICH DER NIEDERLANDE,

DAS VEREINIGTE KÖNIGREICH GROSSBRITANNIEN UND NORDIRLAND

und

DIE VEREINIGTEN STAATEN VON AMERIKA,

IN DEM WUNSCHE, Artikel 56 des Zusatzabkommens vom 3. August 1959 zu dem Abkommen zwischen den Parteien des Nordatlantikvertrags über die Rechtsstellung ihrer Truppen hinsichtlich der in der Bundesrepublik Deutschland stationierten ausländischen Truppen (im folgenden „Zusatzabkommen zum NATO-Truppenstatut" genannt) und die Bestimmungen des Unterzeichnungsprotokolls zu Artikel 56 Absatz 9 dem deutschen Recht soweit anzugleichen, wie es sich mit den besonderen militärischen Bedürfnissen der verbündeten Truppen im Gebiet der Bundesrepublik Deutschland vereinbaren läßt,

SIND WIE FOLGT ÜBEREINGEKOMMEN:

Artikel 1

Artikel 56 des Zusatzabkommens zum NATO-Truppenstatut wird wie folgt geändert:

(1) In Absatz 1 Buchstabe a sind nach dem Wort „Dienstordnungen" die

THE KINGDOM OF BELGIUM,

THE FEDERAL REPUBLIC OF GERMANY,

THE FRENCH REPUBLIC,

CANADA,

THE KINGDOM OF THE NETHERLANDS,

THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

and

THE UNITED STATES OF AMERICA

DESIRING to adapt Article 56 of the Agreement of 3 August 1959 [1] to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany (hereinafter referred to as the "Supplementary Agreement to the NATO Status of Forces Agreement") and the provisions of the Protocol of Signature re Article 56, paragraph 9, to German law to the extent compatible with the special military requirements of the Allied Forces in the territory of the Federal Republic of Germany;

HAVE AGREED AS FOLLOWS:

Article 1

Article 56 of the Supplementary Agreement to the NATO Status of Forces Agreement shall be amended as follows:

1. In paragraph 1 sub-paragraph (a) the words "and shop agreements

LE ROYAUME DE BELGIQUE,

LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE,

LA RÉPUBLIQUE FRANÇAISE,

LE CANADA,

LE ROYAUME DES PAYS-BAS,

LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

et

LES ETATS-UNIS D'AMÉRIQUE

DESIREUX d'adapter à la législation allemande l'article 56 de l'Accord du 3 août 1959 complétant la Convention entre les Etats Parties au Traité de l'Atlantique Nord sur le Statut de leurs Forces, en ce qui concerne les Forces étrangères stationnées en République fédérale d'Allemagne (dénommé ci-après «Accord complétant la Convention OTAN sur le Statut des Forces») et les dispositions du Protocole de Signature ad article 56, paragraphe 9, dans la mesure où une telle adaptation peut être conciliée avec les besoins militaires particuliers des Forces alliées sur le territoire de la République fédérale d'Allemagne,

SONT CONVENUS DE CE QUI SUIT:

Article 1

L'article 56 de l'Accord complétant la Convention OTAN sur le Statut des Forces est modifié comme suit:

1. Au paragraphe 1, alinéa (a), il convient d'ajouter après les mots

[1] TIAS 5351; 14 UST 593.

Worte „und Dienstvereinbarungen" einzufügen.

(2) Absatz 2 erhält folgende Fassung:

(a) Stellt ein deutsches Gericht für Arbeitssachen fest, daß das Arbeitsverhältnis durch eine Kündigung nicht aufgelöst ist, und hat ihm der Arbeitgeber in dem arbeitsgerichtlichen Verfahren erklärt, daß der Weiterbeschäftigung besonders schutzwürdige militärische Interessen entgegenstehen, so hat das Gericht von Amts wegen eine Abfindung für den Fall festzusetzen, daß die Weiterbeschäftigung abgelehnt wird. Diese Regelung gilt sowohl für das Kündigungsschutzverfahren als auch für sonstige Klagen auf Feststellung oder auf Leistung aus dem Arbeitsverhältnis. Die Höhe der Abfindung richtet sich nach dem deutschen Arbeitsrecht. Die Ablehnung kann nur darauf gestützt werden, daß der Weiterbeschäftigung besonders schutzwürdige militärische Interessen entgegenstehen; sie kann nur durch eine gegenüber dem Prozeßgericht unverzüglich, spätestens binnen 21 Tagen nach Zustellung des Urteils abzugebende schriftliche Erklärung der obersten Dienstbehörde erfolgen. Die Erklärung ist dem Gekündigten durch das Gericht zuzustellen. Mit der Zustellung der Ablehnungserklärung an den Gekündigten gilt das Arbeitsverhältnis als aufgelöst. Die Weiterbeschäftigung schließt die Einlegung eines Rechtsmittels gegen das Urteil nicht aus. Wird die Weiterbeschäftigung abgelehnt, so beginnt die Frist zur Einlegung eines Rechtsmittels, mit dem das Urteil hinsichtlich der Höhe der Abfindung angefochten wird, erst mit der Zustellung der Ablehnungserklärung an den Gekündigten.

(b) Oberste Dienstbehörde im Sinne dieses Absatzes ist die in der Bundesrepublik Deutschland gelegene höchste, für die Beschäftigungsdienststelle des gekündigten Arbeitnehmers verwaltungsmäßig zuständige Dienststelle.

(Dienstvereinbarungen)" shall be inserted after the words "decrees regulating working conditions Dienstordnungen)".

2. Paragraph 2 shall read as follows:

(a) If a German Labour Court decides that the contract of employment has not come to an end by notice to terminate, and if during the Labour Court proceedings the employer has declared to the Court that continuation of employment is precluded by military interests particularly worthy of protection, the Court shall fix ex officio the compensation payable in the event that the continuation of the employment is refused. This procedure shall apply to proceedings to obtain protection against dismissal (Kündigungsschutzverfahren) as well as to other actions for a declaratory judgment (Feststellungsklage), or for damages or specific performance (Leistungsklage) arising out of the contract of employment. The amount of compensation shall be determined according to the provisions of German labour law. A refusal to continue employment may only be based on the ground that continuation of employment is precluded by military interests particularly worthy of protection. Such a refusal must be submitted in writing by the highest service authority to the Labour Court without delay, and in any case, not later than twenty-one days after service of the court decision. The refusal shall be served by the Court upon the person under notice. Upon service of the refusal, the contract of employment shall be deemed to be terminated. Continued employment shall not preclude the filing of an appeal against the court decision. If continued employment is refused, the period prescribed for filing an appeal against the amount of compensation awarded shall not begin until the refusal has been served on the person under notice.

(b) The highest service authority within the meaning of this paragraph shall be the highest agency located in the Federal Republic of Germany that is administratively responsible for the employing agency of the person under notice.

« ordres de service (Dienstordnungen) » les mots « et accord de service (Dienstvereinbarungen) ».

2. Le paragraphe 2 est rédigé comme suit:

(a) Si un tribunal allemand du travail constate qu'un licenciement n'a pas mis fin au contrat de travail, et si l'employeur lui a fait connaître, au cours de la procédure, que des intérêts militaires particulièrement dignes de protection s'opposent à la continuation de l'emploi, le tribunal doit déterminer d'office le montant de l'indemnité à verser dans le cas où la continuation de l'emploi est refusée. Cette disposition s'applique aux instances fondées sur la protection contre les licenciements (Kündigungsschutzverfahren), ainsi qu'aux autres actions intentées en vue d'obtenir un jugement déclaratoire ou de déterminer une prestation découlant du contrat de travail. Le montant de l'indemnité est déterminé selon les dispositions de la législation allemande du travail. Le refus peut être fondé uniquement sur le motif que des intérêts militaires particulièrement dignes de protection s'opposent à la continuation de l'emploi; il ne pourra intervenir que sur présentation d'une déclaration écrite de l'autorité supérieure du commandement, à remettre au tribunal saisi de l'affaire dans le plus bref délai, et au plus tard dans les 21 jours suivant la notification du jugement. Le tribunal devra notifier cette déclaration à la personne licenciée. La notification de cette déclaration de refus à la personne licenciée met fin au contrat de travail. La continuation de l'emploi n'exclut pas la possibilité de faire appel du jugement. En cas de refus de la continuation de l'emploi, le délai de recours contre le montant de l'indemnité fixée par le jugement ne commence à courir qu'à partir de la date à laquelle la déclaration de refus aura été notifiée à la personne licenciée.

(b) L'autorité supérieure du commandement, au sens du présent paragraphe, est l'échelon de commandement le plus élevé, situé sur le territoire de la République fédérale d'Allemagne et exerçant une autorité administrative sur le service employeur de la personne licenciée.

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(c) Dieser Absatz gilt nicht für die Mitglieder der Betriebsvertretungen.

Artikel 2

Das Unterzeichnungsprotokoll zu Artikel 56 Absatz 9 des Zusatzabkommens zum NATO-Truppenstatut wird wie folgt geändert:

(1) Absatz 1 erhält folgende Fassung:

Dienststellen im Sinne des Personalvertretungsgesetzes vom 5. August 1955 (Bundesgesetzblatt Teil I Seite 477) — im folgenden als das „Gesetz" bezeichnet — sind die einzelnen Verwaltungsstellen und Betriebe einer Truppe und eines zivilen Gefolges in der Bundesrepublik Deutschland nach näherer Bestimmung durch die betreffende Truppe. Mittelbehörden sind die der obersten Dienstbehörde einer Truppe verwaltungsmäßig unmittelbar unterstellten Behörden, denen verwaltungsmäßig weitere Dienststellen nachgeordnet sind. Oberste Dienstbehörden sind die Hauptquartiere einer Truppe, wie sie von den entsprechenden Entsendestaaten näher bestimmt werden, und die die endgültige Entscheidung über Angelegenheiten haben, an denen die Betriebsvertretungen beteiligt sind.

(2) Absatz 2 Sätze 1 und 2 werden gestrichen; im verbleibenden Satz 3 werden die Worte „einer Bezirksbetriebsvertretung" durch die Worte „der Stufenvertretungen" ersetzt.

(3) Absatz 3 Satz 1 erhält folgende Fassung:

Der Dienststellenleiter kann sich bei Besprechungen mit der Betriebsvertretung durch eine Person vertreten lassen, die in der Leitung der Dienststelle verantwortlich tätig und zur Verhandlung mit der Betriebsvertretung in dem gleichen Umfange wie der Dienststellenleiter bevollmächtigt ist.

Die Sätze 2 und 3 werden gestrichen.

(4) Absatz 4 erhält folgende Fassung:

Von der Anwendung der Vorschriften des Gesetzes über die Wählbarkeit zu einer Betriebsvertretung, die die Dauer der Zugehörigkeit zu Dienststellen betreffen, kann Abstand genommen werden, soweit zwischen der Mehrheit

(c) This paragraph shall not apply to members of works councils (Betriebsvertretungen).

Article 2

The Protocol of Signature re Article 56, paragraph 9, to the Supplementary Agreement to the NATO Status of Forces Agreement shall be amended as follows:

1. Paragraph 1 shall read as follows:

The individual administrative units and establishments (Betriebe) of a force or of a civilian component as set up in the territory of the Federal Republic of Germany and defined by the force concerned shall be agencies within the meaning of the Personnel Representation Law (Personalvertretungsgesetz) of 5 August 1955 (Bundesgesetzblatt Teil I, page 477), referred to in this Section as "the Law". Those headquarters which are administratively immediately subordinate to the highest service authority of a force and to which other agencies are administratively subordinate shall be the intermediate authorities. The highest service authority shall be the headquarters of a force, designated by the sending State concerned, exercising final authority over matters that are subject to works council participation.

2. The first and second sentences of paragraph 2 shall be deleted; in the third sentence the words "of a district works council" shall be replaced by the words "of a works council above the local level (Stufenvertretung)".

3. The first sentence of paragraph 3 shall read as follows:

In discussions with the works council, the head of the agency may be represented by a person holding a responsible position in the management of the agency and authorized to negotiate with the works council to the same extent as the head of the agency.

The second and third sentences shall be deleted.

4. Paragraph 4 shall read as follows:

Application of those provisions of the Law which govern eligibility for works council office, and relate to length of employment with an agency, may be waived if so agreed by the majority of employees of a given agency and the

(c) Les dispositions du présent paragraphe ne sont pas applicables aux membres des conseils d'entreprise (Betriebsvertretungen).

Article 2

Le Protocole de Signature ad article 56, paragraphe 9, de l'Accord complétant la Convention OTAN sur le Statut des Forces est modifié comme suit:

1. Le paragraphe 1 est rédigé comme suit:

Sont considérés comme services, au sens de la Loi sur la Représentation du Personnel (Personalvertretungsgesetz) du 5 août 1955 (Bundesgesetzblatt 1955 Teil I, page 477), dénommée ci-après «la Loi», les différentes unités administratives et les établissements (Betriebe) d'une force ou d'un élément civil en République fédérale d'Allemagne, tels qu'ils sont déterminés par la force intéressée. Les Etats-Majors immédiatement subordonnés sur le plan administratif à l'autorité supérieure du commandement d'une force et qui exercent une autorité administrative sur d'autres services, sont les autorités intermédiaires. Les Quartiers-Généraux tels qu'ils sont déterminés par l'Etat d'origine intéressé, et auxquels appartient la décision définitive dans les questions auxquelles participent les conseils d'entreprise, sont les autorités supérieures du commandement.

2. Les première et deuxième phrases du paragraphe 2 sont supprimées; dans la troisième phrase, qui subsiste, les termes «d'un conseil d'entreprise de district» sont remplacés par les termes «de la représentation du personnel à un niveau plus élevé qu'à l'échelon local».

3. La première phrase du paragraphe 3 est rédigée comme suit:

Le chef de service peut se faire représenter, dans les pourparlers avec le conseil d'entreprise, par une personne occupant un poste de responsabilité dans la gestion du service et qui dispose, pour négocier avec le conseil d'entreprise, de la même habilitation que le chef de service.

Les deuxième et troisième phrases sont supprimées.

4. Le paragraphe 4 est rédigé comme suit:

Si un accord intervient à cet effet entre la majorité des salariés et l'employeur, il peut être renoncé à l'application des conditions de durée d'emploi dans un service, prévues par la loi sur l'éligibilité à un conseil d'entreprise. Les élec-

der Arbeitnehmer und dem Arbeitgeber hierüber eine Verständigung herbeigeführt wird. Wahlberechtigte, die das Wahlrecht für den Deutschen Bundestag wegen des Fehlens der deutschen Staatsangehörigkeit nicht besitzen, sind beim Vorliegen der sonstigen Voraussetzungen wählbar, wenn sie drei Jahre im Gebiet der Bundesrepublik Deutschland bei dem gleichen Entsendestaat beschäftigt gewesen sind.

(5) Die Absätze 5 und 12 werden gestrichen, die Absätze 6 bis 11 erhalten die Ziffern 5 bis 10.

(6) In Absatz 5 Satz 2 werden die Worte „der höchsten Behörde" durch die Worte „der obersten Dienstbehörde" ersetzt.

(7) Absatz 6 erhält folgende Fassung:

(a) Das im Gesetz vorgesehene Mitbestimmungsrecht findet Anwendung bei

der Durchführung der von der betreffenden Truppe vorgesehenen Berufsausbildung und

der Verwaltung der ausschließlich für die zivilen Arbeitskräfte unterhaltenen Wohlfahrtseinrichtungen.

Es findet ferner Anwendung bei

der Festlegung des Beginns und des Endes der täglichen Arbeitszeit und der Pausen,

der Festlegung der Zeit und des Ortes der Auszahlung der Arbeitsentgelte und

der Aufstellung des Urlaubsplanes,

soweit der Mitbestimmung im Einzelfall nicht zwingende Gründe der Erfüllung der Verteidigungspflichten der Truppe entgegenstehen; über das Vorliegen solcher Gründe entscheidet im Streitfalle die oberste Dienstbehörde durch schriftliche, dem Vorsitzenden der betreffenden Betriebsvertretung zuzustellende Erklärung.

(b) In den übrigen im Gesetz vorgesehenen Fällen der Mitbestimmung sowie in den Fällen, in denen nach Buchstabe a Satz 2 die Mitbestimmung entfällt, findet das Mitwirkungsverfahren Anwendung.

head of such agency. Persons entitled to vote in works council elections, but not possessing the voting right for the German Bundestag for lack of German nationality, shall be eligible for works council office if they meet all other requirements and have been employed for three years by the same sending State in the territory of the Federal Republic of Germany.

5. Paragraphs 5 and 12 shall be deleted and paragraphs 6 to 11 inclusive, shall be renumbered as paragraphs 5 to 10 inclusive.

6. In paragraph 5, sentence 2, the words "highest authority" shall be replaced by the words "highest service authority".

7. Paragraph 6 shall read as follows:

(a) The rights of co-determination provided for in the Law shall be applicable with respect to:

the implementation of vocational training schemes established by the force concerned, and

the management of welfare facilities maintained exclusively for civilian labour.

They shall also be applicable with respect to:

the establishment of the beginning and end of daily work hours and breaks,

the determination of the time and place of payment of earnings, and

the drawing up of the leave plan,

to the extent that in a given case no compelling reasons exist making the exercise of those rights incompatible with the fulfilment of the defence responsibilities of the force; in the case of disagreement as to whether such reasons exist, the highest service authority shall decide on the matter and transmit a written statement of its decision to the chairman of the works council involved.

(b) In other cases of co-determination provided for in the Law as well as in those cases where the rights of co-determination are not applicable by virtue of the second sentence of sub-paragraph (a) above, the co-operation procedure shall apply.

teurs qui n'ont pas le droit de vote aux élections législatives fédérales, du fait qu'ils ne possèdent pas la nationalité allemande, sont néanmoins éligibles s'ils remplissent les autres conditions, pour autant qu'ils justifient de trois années de service auprès du même Etat d'origine sur le territoire de la République fédérale d'Allemagne.

5. Les paragraphes 5 et 12 sont supprimés et les anciens paragraphes 6 à 11 deviennent les paragraphes 5 à 10.

6. Au paragraphe 5, deuxième phrase, les mots «l'autorité supérieure» sont remplacés par les mots «l'autorité supérieure du commandement».

7. Le paragraphe 6 est rédigé comme suit:

(a) Le droit de codécision prévu par la Loi est applicable dans les domaines suivants:

la formation professionnelle prévue par la force intéressée;

la gestion des institutions sociales fonctionnant exclusivement au profit de la main-d'oeuvre civile.

Il est, en outre, applicable pour:

la fixation des heures de début et de fin du travail journalier, y compris les pauses,

la fixation de la date et du lieu de paiement des rémunérations, et

l'établissement du plan des congés,

pour autant que, dans un cas particulier, des motifs impérieux inhérents à l'accomplissement des missions de défense de la force ne s'y opposent pas; en cas de désaccord quant à l'existence de tels motifs, l'autorité supérieure du commandement décide et fait connaître sa décision par déclaration écrite au président du conseil d'entreprise intéressé.

(b) Dans les autres cas de codécision prévus par la Loi, ainsi que dans les cas où la codécision n'est pas applicable en vertu des dispositions de la deuxième phrase de l'alinéa (a) ci-dessus, la procédure de coopération est applicable.

(c) Die im Mitbestimmungsverfahren vorgesehene Einigungsstelle besteht je aus einem von der obersten Dienstbehörde und von der bei ihr bestehenden zuständigen Betriebsvertretung bestellten Beisitzer sowie aus einem unparteiischen Vorsitzenden, auf dessen Person sich beide Teile einigen. Kommt eine Einigung über die Person des Vorsitzenden nicht zustande, so bestellt ihn der Generalsekretär der Nordatlantikvertrags - Organisation. Die oberste Dienstbehörde kann verlangen, daß die Mitglieder der Einigungsstelle zum Umgang mit Verschlußsachen ermächtigt sind.

(c) The conciliatory committee envisaged in the co-determination procedure shall consist of two members, one to be appointed by the highest service authority and one by the appropriate works council of that authority, as well as an impartial chairman to be agreed upon by both sides. If no agreement can be reached on the chairman, the appointment shall be made by the Secretary General of the North Atlantic Treaty Organisation. The highest service authority may insist upon the members of the conciliatory committee being cleared to handle classified material.

(c) L'organisme de conciliation prévu par la procédure de codécision est composé de deux assesseurs, l'un désigné par l'autorité supérieure du commandement, l'autre par le conseil d'entreprise accrédité auprès de celle-ci, ainsi que d'un président neutre sur la personne duquel les parties se seront mises d'accord. Si un accord sur la personne du président n'est pas réalisé, ce dernier sera désigné par le Secrétaire Général de l'Organisation du Traité de l'Atlantique Nord. L'autorité supérieure du commandement peut demander que les membres de l'organisme de conciliation possèdent l'habilitation d'accès aux documents classifiés.

Artikel 3

(1) Für Kündigungsschutzverfahren sowie für sonstige Klagen auf Feststellung oder auf Leistung aus dem Arbeitsverhältnis die vor dem Inkrafttreten dieses Abkommens anhängig geworden sind, bleiben die bisherigen Vorschriften maßgebend.

(2) Die Dauer der Amtszeit der bei Inkrafttreten dieses Abkommens bestehenden Betriebsvertretungen bleibt unberührt.

Article 3

1. The provisions applicable prior to the coming into force of this Agreement shall continue to apply to proceedings, instituted before the entry into force of this Agreement, to obtain protection against dismissal as well as to other actions for a declaratory judgment or for damages or specific performance arising out of the contract of employment.

2. The period of office of works councils existing at the date of entry into force of the present Agreement shall remain unaffected.

Article 3

1. Les dispositions actuellement en vigueur restent applicables aux instances fondées sur la protection contre les licenciements, ainsi qu' aux autres actions intentées en vue d'obtenir un jugement déclaratoire ou de déterminer une prestation découlant du contrat de travail, engagées avant l'entrée en vigueur du présent Accord.

2. La durée du mandat des conseils d'entreprise existant avant l'entrée en vigueur du présent Accord ne subit aucune modification.

Artikel 4

(1) Dieses Abkommen bedarf der Ratifizierung oder Genehmigung. Die Unterzeichnerstaaten hinterlegen die Ratifikations- oder Genehmigungsurkunden bei der Regierung der Vereinigten Staaten von Amerika; diese setzt jeden Unterzeichnerstaat über den Zeitpunkt der Hinterlegungen in Kenntnis.

(2) Dieses Abkommen tritt dreißig Tage nach Hinterlegung der letzten Ratifikations- oder Genehmigungsurkunde in Kraft.

Article 4

1. This Agreement shall be subject to ratification or approval. The instruments of ratification or approval shall be deposited by the signatory States with the Government of the United States of America which shall notify each signatory State of the date on which the instruments are deposited.

2. This Agreement shall enter into force thirty days after the deposit of the last instrument of ratification or approval. [1]

Article 4

1. Le présent Accord est sujet à ratification ou à approbation. Les instruments de ratification ou d'approbation seront déposés par les Etats signataires auprès du Gouvernement des Etats-Unis d'Amérique, qui notifiera la date de ces dépôts à chaque Etat signataire.

2. Le présent Accord entrera en vigueur trente jours après le dépôt du dernier instrument de ratification ou d'approbation.

[1] Jan. 18, 1974.

ZU URKUND DESSEN haben die unterzeichneten, hierzu gehörig befugten Vertreter dieses Abkommen unterschrieben.

GESCHEHEN zu Bonn am 21. Tage des Monats Oktober 1971, in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einer Urschrift, die im Archiv der Regierung der Vereinigten Staaten von Amerika hinterlegt wird; diese übermittelt jedem Unterzeichnerstaat eine beglaubigte Abschrift.

IN WITNESS WHEREOF, the undersigned Representatives duly authorized thereto have signed this Agreement.

DONE at Bonn, this twenty-first day of October 1971, in the German, English and French languages, all three texts being equally authentic, in a single original, which shall be deposited in the archives of the Government of the United States of America, which shall transmit a certified true copy to each signatory State.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont apposé leurs signatures au bas du présent Accord.

FAIT à Bonn, le vingt-et-unième jour du mois d'octobre 1971, en langues allemande, anglaise et française, les trois textes faisant également foi, en un seul exemplaire qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique; ce dernier remettra une copie certifiée conforme à chacun des Etats signataires.

Für das Königreich Belgien
For the Kingdom of Belgium
Pour le Royaume de Belgique

Für die Bundesrepublik Deutschland
For the Federal Republic of Germany
Pour la République fédérale d'Allemagne

Für die Französische Republik
For the French Republic
Pour la République Française

Für Kanada
For Canada
Pour le Canada

Für das Königreich der Niederlande
For the Kingdom of the Netherlands
Pour le Royaume des Pays-Bas

Für das
Vereinigte Königreich Großbritannien und Nordirland
For the
United Kingdom of Great Britain and Northern Ireland
Pour le
Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

Brooks Richards

Für die Vereinigten Staaten von Amerika
For the United States of America
Pour les Etats-Unis d'Amérique

Kenneth Rush

Note by the Department of State

Signatures Affixed
to the
Agreement to amend the Agreement of August 3, 1959 to Supplement the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces with respect to Foreign Forces stationed in the Federal Republic of Germany

Done at Bonn October 21, 1971

FOR THE KINGDOM OF BELGIUM:

C. Schuurmans

FOR THE FEDERAL REPUBLIC OF GERMANY:

P. Frank

FOR THE FRENCH REPUBLIC:

J. Sauvagnargues

FOR CANADA:

G. G. Crean

FOR THE KINGDOM OF THE NETHERLANDS:

J. A. Beelaerts van Blokland

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Brooks Richards

FOR THE UNITED STATES OF AMERICA:

Kenneth Rush

JORDAN

Agricultural Commodities

Agreement amending the agreement of May 20, 1973, as amended.
Effected by exchange of notes
Signed at Amman September 25 and 29, 1973;
Entered into force September 29, 1973.

The American Ambassador to the Jordanian Minister of National Economy

No. 256 AMMAN, *September 25, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, as amended on July 25 and August 2, 1973, [1] and to propose the agreement be further amended as follows:

PART II – ITEM I – Commodity Table:

Under column entitled Maximum Export Value for Wheat/Wheat Flour delete "6.7" and insert "7.9"; and for Total Export Market Value delete "9.3" and insert "10.5".

PART II – ITEM V – Self-Help Measures:

Add new measure (5) Take steps to improve existing and construct additional grain storage facilities.

Except as provided above, all other terms and conditions of the May 20, 1973 agreement, as amended, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

L. DEAN BROWN

His Excellency
Dr. KAMEL ABU JABER
Minister of National Economy
Amman

[1] TIAS 7716; *ante*, p. 2019.

The Jordanian Minister of National Economy to the American Ambassador

THE HASHEMITE KINGDOM
OF JORDAN
Ministry of National
Economy
AMMAN

المملكة الأردنية الهاشمية
وزارة الاقتصاد الوطني
عمان

Ref. No. 10/9/2/A/11142 ..... الرقم

Date 29/9/1973 ..... التاريخ

HIS EXCELLENCY,
Ambassador of the United
State of America,
Amman

DEAR MR. L.D. BROWN,

I acknowledge with thanks the receipt of your Excellency's note NO 256 dated September 25, 1973 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, as amended on July 25 and August 2, 1973, and to propose the agreement be further amended as follows:

PART II – ITEM I – Commodity Table:

Under column entitled Maximum Export Value for Wheat/Wheat Flour delete "6.7" and insert "7.9"; and for Total Export Market Value delete "9.3" and insert "10.5".

PART II – ITEM V – Self-Help Measures:

Add new measure (5) Take steps to improve existing and construct additional grain storage facilities.

Except as provided above, all other terms and conditions of the May 20, 1973 agreement, as amended, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government

of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two Governments effective as of this day, September 29, 1973.

Accept, Excellency, my highest considerations.

Yours Sincerely;

KAMEL S. ABU JABER

Minister of National Economy

SOCIALIST REPUBLIC OF ROMANIA

Fisheries in the Western Region of the Middle Atlantic Ocean

Agreement signed at Washington December 4, 1973;
Entered into force December 4, 1973.
With related letter
Signed at Washington December 3, 1973.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA
REGARDING FISHERIES IN THE WESTERN REGION OF
THE MIDDLE ATLANTIC OCEAN

The Government of the United States of America and the Government of the Socialist Republic of Romania, recognizing the necessity of conducting fisheries on a rational basis with due regard for the status of stocks of fish and in accordance with the results of scientific research, and taking into account the need for widening and coordinating scientific and technical research in the field of fisheries and for the mutual exchange of the results of such research,

Agree as follows:

ARTICLE 1

1. The Government of the United States of America and the Government of the Socialist Republic of Romania consider it desirable to take measures to organize and expand scientific and technical research pertaining to the species of fish of interest to both parties. Such research will be conducted according to national programs as well as mutually agreed research programs.

2. The competent agencies of both Governments shall ensure the following:

a. An exchange of scientific, technical, and statistical data on species and size composition of catch, publications and the results of fishery research concerning the area covered by this Agreement;

b. The facilitation of meetings of scientists and specialists of both countries as well as the participation of the scientists and technicians of one country in fishery research conducted by the vessels of the other country.

3. Each Government shall take the appropriate measures to assure close cooperation among specialized institutions in the field of fishery research.

ARTICLE 2

1. Each Government will take appropriate measures for the purpose of maintaining the fish stocks. For this reason, each Government shall ensure that its citizens and vessels will:

a. Refrain from fishing during the period from January 1 through April 30 in the area bounded by straight lines connecting the following coordinates:

North Latitude	West Longitude
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

b. Refrain from conducting specialized fisheries in all instances for scup (Stenotomus chrysops (L.)), bluefish (Pomatomus salatrix (L.)), flounders (Paralichthys dentatus (L.) - "summer"); (Pseudopleuronectes americanus (Walb.) - "winter"); (Limanda ferruginea (Storer) - "yellowtail"), red hake (Urophycis chuss (Walb.)), silver hake (Merluccius bilinearis (Mitch.)), menhaden (Brevoortia tyrannus (Latrobe)), black sea bass (Centropristes striatus (L.)), and river herring (Alosa pseudoharengus (Wils.) - "alewife"); (Alosa aestivalis (Mitch.) - "blueback") in the waters situated west and south of Sub-area 5 of the Area of the International Convention for the Northwest Atlantic Fisheries, signed in Washington on February 8, 1949, [1] and north of the parallel of 34° North Latitude, except for menhaden where the southern boundary shall be 30° North Latitude;

[1] TIAS 2089; 1 UST 477.

c. Limit, in the area specified in subparagraph b. of this paragraph, their incidental catch of scup, flounders, bluefish, red hake, silver hake, menhaden, black sea bass and river herring to a maximum total of two hundred metric tons per annum, provided that no more than one-third of such incidental catch shall be of any one of the species mentioned above. Incidental catch is that catch taken unintentionally when conducting specialized fisheries for other species.

d. If necessary, the competent authorities of the two contracting parties may agree to modify the above-mentioned areas.

2. The provisions of this Article shall not apply to vessels under 110 feet (33.5 meters) in length and to vessels fishing for crustacea or molluscs.

ARTICLE 3

In order to avoid excess catches of bottom fish, when such species tend to concentrate in coastal areas, the competent authorities of Romania will limit the fishing operations of Romanian vessels to mid-water trawling, using mid-water trawl doors incapable of being fished on the bottom, during the period from June 1 through December 31 in the area adjacent to the United States coast north of 38°24' North Latitude and west of a line connecting the following coordinates:

North Latitude	West Longitude
38°24'	73°44'
39°40'	72°32'
40°05'	71°40'
41°00'	71°40'

ARTICLE 4

Romanian fishing vessels shall refrain from engaging in the intentional catching of lobster along the coast of the United States north of Cape Hatteras, shall take appropriate measures to minimize incidental catches of lobster in specialized fisheries for other species, and shall return to the sea in a viable condition all lobsters taken incidentally insofar as possible.

ARTICLE 5

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

ARTICLE 6

Romanian fishing vessels may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America in the areas bounded by straight lines connecting the following coordinates:

a. During the period from November 15 to May 15

North Latitude	West Longitude
40°40'55"	72°40'00"
40°34'31"	72°40'00"
40°33'28"	72°43'44"
40°39'48"	72°43'44"

b. During the period from September 15 to May 15

North Latitude	West Longitude
39°09'00"	74°32'00"
39°11'30"	74°30'00"
39°08'00"	74°24'00"
39°05'30"	74°26'00"

If necessary, the competent authorities of the two parties may agree to modify the above-mentioned areas. Romanian fishing vessels may conduct such loading operations with other Romanian vessels and vessels of other states with which the United States maintains diplomatic relations, provided that the latter vessels are under charter or contract to a Romanian fishing company for such loading operations.

ARTICLE 7

Romanian fishing or support vessels shall notify the United States Coast Guard Radio Station Boston call sign NMF or Portsmouth call sign NMN before entry into a loading area provided for in Article 6. In case that a vessel chartered by the Marine Fishing Enterprise Navrom Tulcea would enter a loading area, similar notification shall be given at least three days in advance.

ARTICLE 8

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

1. The entry of not more than three Romanian fishing, fishery research, or fishery support vessels each month into each of the Ports of Baltimore, New York, and Philadelphia. In addition, special provisions shall be made as necessary regarding the entry of Romanian research vessels which are engaged in a mutually agreed research program in accordance with the terms of Article 1 of this Agreement.

2. Entry into the Ports of Baltimore, New York, and Philadelphia as indicated in paragraph 1 above, shall be permitted subject to four days' advance notice of the planned entry to the appropriate authority.

3. The Government of the United States of America at its Embassy in Bucharest will accept crew lists in application for visas valid for a period of six months for multiple entries into United States ports pursuant to paragraph 1 above. Such a crew list shall be submitted at least 14 days prior to the first entry of a vessel into a port of the United States. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from Romanian ports will also be subject to the provisions of this paragraph, provided that visas thereunder shall only be valid for six months from the date of issuance of the original crew list visa. Notification of entry shall specify if shore leave is requested under such a multiple entry visa.

4. Entry of all vessels into the ports referred to above may be to replenish ships stores or fresh water, obtain bunkers, provide rest for or make changes in personnel of such vessels, and obtain repairs arising out of damages or malfunctions occurring at sea during the voyage and other services normally provided in such ports, all in accordance with applicable rules and regulations.

5. The exchange of Romanian vessel crews in the Port of New York shall be permitted subject to:

a. Submission to the United States Embassy in Bucharest of applications for individual transit visas and crewman visas for replacement crewmen. Applications shall be submitted 14 days in advance of the date of their arrival in the United States and shall indicate the names, date and place of birth, the purpose of the visit, the vessel to which assigned and the mode and date of arrival. Individual passports or seaman's documents shall accompany each application. The United States Embassy will affix transit and crewman visas to each passport or seaman's document before it is returned; and

b. Submission to the Department of State, 14 days in advance of arrival, of the name of the vessel and the date of its expected arrival, a list of the names, date and place of birth for those crewmen to be paroled into the United States for repatriation to Romania and the date and manner of their departure from the United States.

Each Romanian vessel operating within the area of the Agreement shall be permitted to exchange its entire crew once each year that the Agreement remains in effect.

6. The Government of the United States will facilitate the establishment in the Port of New York of a Romanian fisheries agent who shall be authorized to receive service of process.

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

8. In cases where a Romanian seaman is evacuated from his vessel to the United States for the purpose of emergency medical treatment, the Romanian authorities will ensure that the seaman departs from the United States within seven days after his release from the hospital. During the period that the seaman is in the United States, he shall remain under the supervision of a local agent for the Romanian fishing company.

ARTICLE 9

The Scheme of Joint Enforcement in effect under the 1949 International Convention for the Northwest Atlantic Fisheries shall apply on a voluntary basis to enforcement of the provisions of this Agreement. The Scheme of Joint Enforcement will also be applied on a voluntary basis to enforcement of regulations in effect under the Convention in Statistical Area 6 until the Scheme becomes effective in that Area for both Governments. Each Government will inform the other of the date on which it is able to apply the Scheme on a mandatory basis to enforcement of regulations in effect under the Convention in Statistical Area 6. Nothing in this paragraph is intended to modify the mandatory application of the Scheme of Joint Enforcement under the 1949 International Convention for the Northwest Atlantic Fisheries to conservation regulations under that Convention, or the system of enforcement applicable to the nine-mile fishing zone contiguous to the territorial sea of the United States.

ARTICLE 10

In order to avoid concentrations of yellowtail flounder (Limanda ferruginea (Storer)), Romanian vessels will refrain from fishing in an area bounded by straight lines connecting the following coordinates from June 1 through December 31:

North Latitude	West Longitude
41°00'	71°40'
39°50'	71°40'
39°50'	69°00'
41°00'	69°00'

and shall limit fishing operations to mid-water trawling, using mid-water trawl doors incapable of being fished on the bottom, in an area bounded by straight lines connecting the following coordinates:

North Latitude	West Longitude
40°20'	69°00'
41°00'	67°00'
41°30'	67°00'
41°10'	68°00'
41°00'	69°00'

ARTICLE 11

Both Governments consider it useful to arrange for visits of fisheries specialists of the two countries to each other's fishing vessels operating in the area covered by this Agreement. Such visits may be arranged as mutually agreed in each particular case by the Regional Director of the United States National Marine Fisheries Service in Gloucester, Massachusetts and the Director of the fishing fleet as well as the Director of the Marine Fishing Enterprise, Navrom Tulcea.

ARTICLE 12

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

ARTICLE 13

1. The present Agreement shall enter into force on the date of signature.

2. The present Agreement shall remain in force for a period of one year and shall remain in force for one additional year unless either of the parties denounces it.

3. At the request of the competent authorities of either Government, representatives of the competent authorities of the two parties will meet at a mutually convenient time with a view to modifying the present Agreement. Notwithstanding the above, at any time either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate one month from the date on the communication. As soon as possible after receipt of such communication, representatives of the competent authorities of the two parties will meet to discuss possible future arrangements.

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

Done in Washington, December 4, 1973, in duplicate, in English and Romanian, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA:

[2]

[1] Henry A. Kissinger
[2] George Macovescu

A C O R D

INTRE GUVERNUL STATELOR UNITE ALE AMERICII SI GUVERNUL REPUBLICII SOCIALISTE ROMANIA CU PRIVIRE LA PESCUITUL IN PARTEA VESTICA A OCEANULUI ATLANTIC MIJLOCIU

Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România recunoscînd necesitatea desfăşurării pescuitului pe baze raţionale, în concordanţă cu situaţia stocurilor existente de peşte şi cu rezultatele cercetărilor ştiinţifice şi ţinînd seama de necesitatea lărgirii şi coordonării cercetărilor tehnico - ştiinţifice în domeniul pescuitului precum şi pentru efectuarea unor schimburi reciproce a rezultatelor acestor cercetări,

au fost de acord cu următoarele:

ARTICOLUL 1

1. Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România consideră că este de dorit să se ia măsuri pentru organizarea şi extinderea cercetărilor tehnico-ştiinţifice referitoare la speciile de peşte care interesează ambele Părţi. Astfel de cercetări vor fi efectuate în concordanţă cu programele naţionale şi cu programele de cercetări stabilite de comun acord.

2. Instituţiile competente ale ambelor guverne, vor asigura:

a) Schimb de date tehnico-ştiinţifice, statistice cu privire la compoziţia pe specii şi dimensiuni şi de publicaţii pre-

cum şi al rezultatelor cercetărilor asupra pescuitului din zona delimitată de Acord;

b) extinderea întîlnirilor dintre oamenii de ştiinţă şi specialiştii din ambele state precum şi participarea oamenilor de ştiinţă şi specialiştilor uneia din ţări la cercetările asupra pescuitului, întreprinse de navele celeilalte ţări.

3. Fiecare guvern va lua măsurile corespunzătoare în scopul asigurării unei strînse colaborări între instituţiile specializate în domeniul cercetărilor asupra pescuitului.

ARTICOLUL 2

1. Fiecare guvern va lua măsuri corespunzătoare în scopul menţinerii stocurilor de peşte. Pentru acest motiv, fiecare guvern va asigura ca cetăţenii şi navele lor:

a) să se abţină de la pescuit în perioada de la 1 ianuarie pînă la 30 aprilie în zona mărginită de liniile drepte, unind următoarele coordonate:

Latitudine nordică	Longitudine vestică
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

b) Să se abţină de la activitatea pescuitului specializat, în toate cazurile pentru scup (Stenotomus chrysops (L.), bluefish (Pomatomus salatrix (L.), flounders (Paralichthys dentatus (L. - "summer"), (Pseudopleuronectes americanus (Walb. -"winter"), (Limanda ferruginea (Storer - "yellowtail"), red hake (Urophycis chuss (Walb.), silver hake (Merluccius bilinearis (Mitch.), menhaden (Brevoortia tyrannus (Latrobe), black sea bass (Centropristes

striatus (L.), river herring (Alosa pseudoharengus (Wils.-"alewife") (Alosa aestivalis (Mitch.- "blueback"), în apele situate la vest şi sud de subzona 5 a zonei Convenţiei internaţionale pentru pescuitul în Nord Vestul Oceanului Atlantic, semnată la Washington, la 8 februarie 1949, şi la Nord de paralela 34° latitudine nordică, cu excepţia speciei menhaden (Brevoortia tyrannus (Latrobe), pentru care limita sudică va fi 30° latitudine nordică.

c) să se limiteze în zona specificată în paragraful b) al acestui proiect, capturile incidentale de scup (Stenotomus chrysops (L.), bluefish (Pomatomus salatrix (L.), flounders (Paralichthys dentatus (L.-"summer"), (Pseudopleuronectes americanus (Walb . - "winter"), (Limanda ferruginea (Storer - "yellowtail"), red hake (Ucrophycis chuss (Walb.), silver hake (Merluccius bilinearis (Mitch.), menhaden (Brevoortia tyrannus (Latrobe), black sea bass (Centropristes striatus (L.) şi river herring (Alosa pseudoharengus (Wils.-"alewife"), (Alosa aestivalis (Mitch. - "blueback"), la un total maxim de 200 tone metrice anual, cu condiţia ca oricare din speciile de mai sus să nu fie într-o proporţie mai mare de o treime, din totalul unei astfel de capturi.

Captura incidentală este aceea obţinută neintenţionat, atunci cînd se pescuieşte într-un mod specializat pentru alte specii.

d) în caz de necesitate, autorităţile competente ale celor două Părţi contractante pot modifica zonele menţionate mai sus.

2. Prevederile prezentului articol nu se vor aplica navelor de pescuit cu o lungime mai mică de 110 picioare (33,5) şi navelor care pescuiesc crustacee şi moluşte.

ARTICOLUL 3

In scopul de a se evita pescuitul excesiv de fund, atunci cînd aceste specii de fund tind să se concentreze în zonele costiere, autoritatea competentă din România va limita operaţiile de pescuit ale navelor române la traularea pelagică, utilizîndu-se panouri pelagice incapabile să pescuiască pe fundul oceanului, în perioada de la 1 iunie la 31 decembrie, în zona adiacentă coastei Statelor Unite, la Nord de paralele 38°24' la Nord şi Vest de o

linie urmînd următoarele coordonate:

Latitudine nordică	Longitudine vestică
38°24'	73°44'
39°40'	72°32'
40°05'	71°40'
41°00'	71°40'

ARTICOLUL 4

Navele de pescuit româneşti se vor abţine de a se angaja în pescuitul internaţional de lobster dealungul coastei Statelor Unite la Nord de Cap Hateras şi vor lua măsuri corespunzătoare pentru a mişcora capturile incidentale de lobster, în cadrul pescuitului specializat pentru alte specii şi va returna în mare, pe cît posibil, în stare viabilă toţi lobsterii pescuiţi incidental.

ARTICOLUL 5

Ambele guverne vor lua măsurile necesare pentru ca pescuitul în apele delimitate de prezentul Acord, să se efectueze de către cetăţenii şi navele de pescuit respective în astfel de condiţii, încît să se asigure menţinerea stocurilor de peşte.

ARTICOLUL 6

Navele româneşti de pescuit pot efectua operaţiuni de încărcare în apele zonei de pescuit contigue de 9 mile, dealungul apelor teritoriale ale Statelor Unite ale Americii, în zonele mărginite de liniile drepte care unesc următoarele coordonate:

a) In perioada de la 15 noiembrie la 15 mai;

Latitudine nordică	Longitudine vestică
40°40'55'	72°40'00''
40°34'31''	72°40'00''
40°33'28''	72°43'44''
40°39'48''	72°43'44''

b) In perioada de la 15 septembrie la 15 mai:

Latitudine nordică	Longitudine vestică
39°09'00''	74°32'00''
39°11'30''	74°30'00''
39°08'00''	74°24'00''
39°05'30''	74°26'00''

In caz de necesitate, autorităţile competente ale celor două Părţi contractante pot conveni modificarea zonelor menţionate mai sus.

Navele româneşti de pescuit pot efectua astfel de operaţii de încărcare cu alte nave româneşti şi nave ale altor state cu care Statele Unite menţin relaţii diplomatice, cu condiţia ca aceatea din urmă să aibă contracte de navlosire cu o întreprindere română de pescuit pentru astfel de operaţiuni de încărcare.

ARTICOLUL 7

Navele româneşti de pescuit sau de susţinerea activităţii de pescuit vor notifica Gărzii de Coastă a Statelor Unite, staţiei de radio Boston cu indicativul NMF sau Portsmouth cu indicativul NMN, înainte de a intra în zonele destinate pentru operaţiile de încărcare-descărcare, prevăzute în articolul 6. In cazul în care, în zona de încărcare-descărcare va intra o navă navlosită de Intreprinderea de pescuit oceanic NAVROM - Tulcea, notificarea se va face cu cel puţin trei zile înainte de sosirea în zona de operare.

ARTICOLUL 8

Fiecare guvern va facilita, în cadrul normelor stabilite prin legile şi regulamentele interne, intrarea în porturi adecvate a navelor de pescuit, a navelor de cercetări în domeniul pescuitului şi a navelor de sprijinire a activităţii de pescuit. Guvernul Statelor Unite ale Americii va lua măsuri corespunzătoare pentru a asigura:

1. Intrarea în fiecare din porturile Baltimore, New York şi Philadelphia, în fiecare lună, a cel mult trei nave de pescuit, de cercetări sau de sprijinire a activităţii de pescuit.

Totodată, se vor face prevederi speciale, după cum va fi necesar, referitoare la intrarea navelor de cercetări române, care sînt angajate într-un program de cercetări acceptat mutual în conformitate cu articolul 1 din prezentul Acord.

2. Intrarea în porturile Baltimore, New York şi Philadelphia menţionate în paragraful 1 de mai sus, va fi permisă, după notificarea autorităţilor competente cu patru zile înainte de data planificată a intrării.

3. Guvernul Statelor Unite ale Americii va accepta la Ambasada sa din Bucureşti liste de echipaj pentru solicitări de vize, valabile pentru o perioadă de şase luni, pentru mai multe intrări în porturile Statelor Unite, în conformitate cu paragraful 1 de mai sus. O astfel de listă de echipaj va fi prezentată cu cel puţin 14 zile înainte de prima intrare a navei într-un port în Statele Unite. Prezentarea unei liste suplimentare de echipaj sau modificată, după plecarea unei nave din porturile româneşti, va forma, de asemenea, subiectul prevederilor acestui paragraf, cu condiţia că aceste vize vor fi valabile numai pe perioada de şase luni de la data cînd au fost eliberate vizele pentru lista iniţială de echipaj. Notificarea privind intrarea navei în port va preciza dacă permisiunea de coborîre pe uscat este solicitată în cadrul unei astfel de vize pentru mai multe intrări.

4. Intrarea tuturor navelor în porturile menţionate mai sus este posibilă, pentru refacerea plinului navelor cu provizii sau apă dulce, a obţine buncheraj, a realiza odihna sau schimbarea echipajelor acestor nave şi pentru a se efectua reparaţii ce pot proveni din avarii sau funcţionări defectuoase în mare, în timpul voiajului şi alte servicii normale, prevăzute în astfel de porturi, toate în concordanţă cu legile şi reglementările în vigoare.

5. Schimbarea echipajelor navelor româneşti, în portul New York, va fi permisă ţinîndu-se seama de următoarele:

a) prezentarea la Ambasada Statelor Unite ale Americii din Bucureşti a cererilor pentru vize individuale de tranzit pentru membrii echipajului, pentru înlocuirea altor membri ai echipajului. Cererile vor fi prezentate cu 14 zile înaintea datei sosirii acestora în Statele Unite şi vor indica numele, data şi locul de naştere, scopul deplasării, nava căreia sînt repartizaţi, mijlocul de transport şi data sosirii. Fiecare cerere va fi însoţită de paşapoartele individuale sau de carnetele de marinar. Ambasada Statelor Unite ale Americii va aplica vizele de tranzit ale membrilor de echipaj pe fiecare paşaport ori carnet de marinar, înainte de a le înapoia; şi

b) prezentarea către Departamentul de Stat cu 14 zile înainte de sosire, a numelui navei şi a datei cînd sosirea acesteia este aşteptată, o listă cu numele, data şi locul naşterii acelor membri de echipaj, care vor fi debarcaţi în Statele Unite, sub controlul autorităţilor de emigrare, pentru a fi repatriaţi în România, precum şi data şi mijlocul de transport cu care aceştia vor pleca din Statele Unite.

Fiecare navă românească operînd înăuntrul zonei acoperite de prezentul Acord va fi autorizată să schimbe în totalitate echipajul, o dată pe an, în perioada cînd Acordul este în vigoare.

6. Guvernul Statelor Unite va facilita stabilirea în portul New York a unui agent român de pescuit, care va fi autorizat să asigure serviciile pentru activitatea navelor.

7. Potrivit prevederilor prezentului Acord, se înţelege că intrarea navelor româneşti în oricare port din Statele Unite constituie un subiect asupra căruia se aplică legile şi reglementările Statelor Unite.

8. In cazul cînd un marinar este debarcat de pe nava sa în Statele Unite, pentru un tratament medical neprevăzut, autorităţile române vor asigura ca acesta să plece din Statele Unite în termen de 7 zile de la ieşirea lui din spital. In timpul cît acest marinar se află în Statele Unite va rămîne sub supravegherea agentului local al întreprinderii române de pescuit.

ARTICOLUL 9

Planul comun de supraveghere în vigoare în cadrul Convenţiei internaţionale pentru pescuitul în Nord Vestul Oceanului Atlantic, din anul 1949, se va aplica pe o bază voluntară, pentru respectarea prevederilor prezentului Acord. Planul comun de supraveghere se va realiza, de asemenea, pe o bază voluntară, pentru respectarea reglementărilor în vigoare în cadrul Convenţiei, în zona statistică 6, pînă cînd planul menţionat va deveni efectiv şi în această zonă pentru ambele guverne. Fiecare guvern îl va informa pe celălalt asupra datei la care este în măsură să aplice Planul în mod obligatoriu pentru respectarea reglementărilor în vigoare în cadrul Convenţiei în zona 6. Nimic din acest articol nu are intenţia să modifice aplicarea în mod obligatoriu a Planului comun de supraveghere în cadrul Convenţiei internaţionale pentru pescuitul în Nord Vestul Oceanului Atlantic, din anul 1949, pentru reglementările de conservare în cadrul acestei Convenţii, sau modul de supraveghere în zona de pescuit de 9 mile, contiguă la marea teritorială a Statelor Unite.

ARTICOLUL 10

In scopul de a evita concentrările de yellowtail flounder (Limanda ferruginea Storer), navele româneşti se vor abţine de la pescuit în zona mărginită de linii drepte unind următoarele coordonate, în perioada de la 1 iunie la 31 decembrie:

Latitudine nordică	Longitudine vestică
41°00'	71°40'
39°50'	71°40'
39°50'	69°00'
41°00'	69°00'

şi vor limita activitatea de pescuit la traulările cu traule pelagice, care utilizează panouri pelagice incapabile să pescuiască pe fundul oceanului, în zona mărginită de linii drepte unind următoarele coordonate:

Latitudine nordică	Longitudine vestică
40°20'	69°00'
41°00'	67°00'
41°30'	67°00'
41°10'	68°00'
41°00'	69°00'

ARTICOLUL 11

Ambele guverne consideră că este folositoare organizarea unor vizite reciproce ale specialiştilor de pe navele de pescuit ce activează în zonele prevăzute de prezentul Acord.

Aceste vizite pot fi organizate pe baza acordului dat, în fiecare caz în parte, de către directorul regional al Serviciului Naţional al Statelor Unite pentru pescuitul marin, din Gloucester Massachusetts şi de directorul Intreprinderii de pescuit oceanic NAVROM - Tulcea.

ARTICOLUL 12

Nimic din prezentul Acord nu va fi interpretat că prejudiciază concepţiile fiecărui guvern cu privire la libertatea pescuitului în largul mărilor.

ARTICOLUL 13

1.Prezentul Acord va intra în vigoare la data semnării.

2.Prezentul Acord va rămîne în vigoare pentru o perioadă de un an şi va continua să rămînă în vigoare pentru încă un an, în cazul cînd nici una din Părţile contractante nu-l va denunţa.

3.La cererea autorităţilor competente ale fiecărui guvern, reprezentanţii autorităţilor competente ale celor două Părţi contractante se vor întruni la o dată ce se va conveni, în vederea modificării prezentului Acord. Cu toate cele de mai sus, fiecare

guvern poate comunica celuilalt guvern intenţia sa de a denunţa prezentul Acord, în care caz Acordul va înceta să mai fie valabil, după o lună de la data comunicării. Cît mai curînd posibil, după primirea unei astfel de comunicări, reprezentanţii autorităţilor competente ale celor două Părţi contractante se vor întruni pentru a discuta asupra unor înţelegeri viitoare posibile.

Drept care, subsemnaţii, fiind pe deplin autorizaţi pentru acest scop, am semnat acest Acord.

Întocmit la Washington, la 4 decembrie 1973, în două exemplare în limba engleză şi în limba română, ambele texte avînd aceeaşi valabilitate.

PENTRU
GUVERNUL STATELOR UNITE ALE AMERICII

PENTRU
GUVERNUL REPUBLICII SOCIALISTE ROMANIA

[RELATED LETTER]

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

DECEMBER 3, 1973

DEAR MR. CHAIRMAN:

Under the Agreement to be signed tomorrow for our two Governments on Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean, notification of a visit to the U.S. ports of Baltimore, New York, and Philadelphia must be received at least four days in advance of port entry. Notice of visits of fishing vessels and fishery support vessels shall be forwarded to U.S. Coast Guard Headquarters, Washington, D.C., from a shipping agent (either (1) via Telex using address, "Commandant, U.S. Coast Guard, 400 7th Street, S.W., Washington, D.C., Telex number: 89-2427"; or (2) by TWX using address, "Coast Guard Headquarters, 6th & D Streets, S.W., Washington, D.C., TWX number: 202-965-0660"; or (3) via Western Union using either of the above addresses). Notice of visits of fishery research vessels shall be forwarded to the United States Department of State, Washington, D.C., through diplomatic channels.

Sincerely yours,

DONALD L. MCKERNAN

Donald L. McKernan
Chairman of the Delegation of the United States of America

Mr. GHEORGHE BALASOIU
Chairman of the Delegation of the Socialist Republic of Romania

MULTILATERAL

Convention on International Liability for Damage Caused by Space Objects

Done at Washington, London, and Moscow March 29, 1972;
Ratification advised by the Senate of the United States of America October 6, 1972;
Ratified by the President of the United States of America May 18, 1973;
Ratification of the United States of America deposited at Washington, London, and Moscow October 9, 1973;
Proclaimed by the President of the United States of America November 21, 1973;
Entered into force with respect to the United States of America October 9, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on International Liability for Damage Caused by Space Objects was signed at Washington, London, and Moscow on March 29, 1972 in behalf of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics, the depositary governments, and was signed at one or more of the three capitals in behalf of a number of other States, a certified copy of which Convention is hereto annexed;

The Senate of the United States of America by its resolution of October 6, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention;

The President of the United States of America ratified the Convention on May 18, 1973, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on October 9, 1973, in accordance with the provisions of paragraph 2 of Article XXIV of the Convention; and

Pursuant to the provisions of paragraph 4 of Article XXIV of the Convention, the Convention entered into force for the United States of America on October 9, 1973;

30-236 O - 75 - 74

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the said Convention to the end that it shall be observed and fulfilled with good faith on and after October 9, 1973 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-first day of November in the year of our Lord one thousand nine hundred [SEAL] seventy-three and of the Independence of the United States of America the one hundred ninety-eighth.

RICHARD NIXON

By the President:
HENRY A. KISSINGER
Secretary of State

CONVENTION ON INTERNATIONAL LIABILITY FOR
DAMAGE CAUSED BY SPACE OBJECTS

The States Parties to this Convention,

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

Recalling the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, [1]

Taking into consideration that, notwithstanding the precautionary measures to be taken by States and international intergovernmental organizations involved in the launching of space objects, damage may on occasion be caused by such objects,

Recognizing the need to elaborate effective international rules and procedures concerning liability for damage caused by space objects and to ensure, in particular, the prompt payment under the terms of this Convention of a full and equitable measure of compensation to victims of such damage,

Believing that the establishment of such rules and procedures will contribute to the strengthening of international cooperation in the field of the exploration and use of outer space for peaceful purposes,

Have agreed on the following:

[1] TIAS 6347; 18 UST 2410.

ARTICLE I

For the purposes of this Convention:

(a) The term "damage" means loss of life, personal injury or other impairment of health; or loss of or damage to property of States or of persons, natural or juridical, or property of international intergovernmental organizations;

(b) The term "launching" includes attempted launching;

(c) The term "launching State" means:

(i) A State which launches or procures the launching of a space object;

(ii) A State from whose territory or facility a space object is launched;

(d) The term "space object" includes component parts of a space object as well as its launch vehicle and parts thereof.

ARTICLE II

A launching State shall be absolutely liable to pay compensation for damage caused by its space object on the surface of the earth or to aircraft in flight.

ARTICLE III

In the event of damage being caused elsewhere than on the surface of the earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, the latter shall be liable only if the damage is due to its fault or the fault of persons for whom it is responsible.

ARTICLE IV

1. In the event of damage being caused elsewhere than on the surface of the earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, and of damage thereby being caused to a third State or to its natural or juridical persons, the first two States shall be jointly and severally liable to the third State, to the extent indicated by the following:

(a) If the damage has been caused to the third State on the surface of the earth or to aircraft in flight, their liability to the third State shall be absolute;

(b) If the damage has been caused to a space object of the third State or to persons or property on board that space object elsewhere than on the surface of the earth, their liability to the third State shall be based on the fault of either of the first two States or on the fault of persons for whom either is responsible.

2. In all cases of joint and several liability referred to in paragraph 1 of this article, the burden of compensation for the damage shall be apportioned between the first two States in accordance with the extent to which they were at fault; if the extent of the fault of each of these States cannot be established, the burden of compensation shall be apportioned equally between them. Such apportionment shall be without prejudice to the right of the third State to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

ARTICLE V

1. Whenever two or more States jointly launch a space object, they shall be jointly and severally liable for any damage caused.

2. A launching State which has paid compensation for damage shall have the right to present a claim for indemnification to other participants in the joint launching. The participants in a joint launching may conclude agreements regarding the apportioning among themselves of the financial obligation in respect of which they are jointly and severally liable. Such agreements shall be without prejudice to the right of a State sustaining damage to seek the entire compensation due under this Convention from any or all of the launching States which are jointly and severally liable.

3. A State from whose territory or facility a space object is launched shall be regarded as a participant in a joint launching.

ARTICLE VI

1. Subject to the provisions of paragraph 2 of this article, exoneration from absolute liability shall be granted to the extent that a launching State establishes that the damage has resulted either wholly or partially from gross negligence or from an act or omission done with intent to cause damage on the part of a claimant State or of natural or juridical persons it represents.

2. No exoneration whatever shall be granted in cases where the damage has resulted from activities conducted by a launching State which are not in conformity with international law including,

in particular, the Charter of the United Nations [1] and the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.

ARTICLE VII

The provisions of this Convention shall not apply to damage caused by a space object of a launching State to:

(a) Nationals of that launching State;

(b) Foreign nationals during such time as they are participating in the operation of that space object from the time of its launching or at any stage thereafter until its descent, or during such time as they are in the immediate vicinity of a planned launching or recovery area as the result of an invitation by that launching State.

ARTICLE VIII

1. A State which suffers damage, or whose natural or juridical persons suffer damage, may present to a launching State a claim for compensation for such damage.

2. If the State of nationality has not presented a claim, another State may, in respect of damage sustained in its territory by any natural or juridical person, present a claim to a launching State.

3. If neither the State of nationality nor the State in whose territory the damage was sustained has presented a claim or notified its intention of presenting a claim, another State may, in respect of damage sustained by its permanent residents, present a claim to a launching State.

[1] TS 993; 59 Stat. 1031.

ARTICLE IX

A claim for compensation for damage shall be presented to a launching State through diplomatic channels. If a State does not maintain diplomatic relations with the launching State concerned, it may request another State to present its claim to that launching State or otherwise represent its interests under this Convention. It may also present its claim through the Secretary-General of the United Nations, provided the claimant State and the launching State are both Members of the United Nations.

ARTICLE X

1. A claim for compensation for damage may be presented to a launching State not later than one year following the date of the occurrence of the damage or the identification of the launching State which is liable.

2. If, however, a State does not know of the occurrence of the damage or has not been able to identify the launching State which is liable, it may present a claim within one year following the date on which it learned of the aforementioned facts; however, this period shall in no event exceed one year following the date on which the State could reasonably be expected to have learned of the facts through the exercise of due diligence.

3. The time-limits specified in paragraphs 1 and 2 of this article shall apply even if the full extent of the damage may not be known. In this event, however, the claimant State shall be entitled to revise the claim and submit additional documentation after the expiration of such time-limits until one year after the full extent of the damage is known.

ARTICLE XI

1. Presentation of a claim to a launching State for compensation for damage under this Convention shall not require the prior exhaustion of any local remedies which may be available to a claimant State or to natural or juridical persons it represents.

2. Nothing in this Convention shall prevent a State, or natural or juridical persons it might represent, from pursuing a claim in the courts or administrative tribunals or agencies of a launching State. A State shall not, however, be entitled to present a claim under this Convention in respect of the same damage for which a claim is being pursued in the courts or administrative tribunals or agencies of a launching State or under another international agreement which is binding on the States concerned.

ARTICLE XII

The compensation which the launching State shall be liable to pay for damage under this Convention shall be determined in accordance with international law and the principles of justice and equity, in order to provide such reparation in respect of the damage as will restore the person, natural or juridical, State or international organization on whose behalf the claim is presented to the condition which would have existed if the damage had not occurred.

ARTICLE XIII

Unless the claimant State and the State from which compensation is due under this Convention agree on another form of compensation,

the compensation shall be paid in the currency of the claimant State or, if that State so requests, in the currency of the State from which compensation is due.

ARTICLE XIV

If no settlement of a claim is arrived at through diplomatic negotiations as provided for in article IX, within one year from the date on which the claimant State notifies the launching State that it has submitted the documentation of its claim, the parties concerned shall establish a Claims Commission at the request of either party.

ARTICLE XV

1. The Claims Commission shall be composed of three members: one appointed by the claimant State, one appointed by the launching State and the third member, the Chairman, to be chosen by both parties jointly. Each party shall make its appointment within two months of the request for the establishment of the Claims Commission.

2. If no agreement is reached on the choice of the Chairman within four months of the request for the establishment of the Commission, either party may request the Secretary-General of the United Nations to appoint the Chairman within a further period of two months.

ARTICLE XVI

1. If one of the parties does not make its appointment within the stipulated period, the Chairman shall, at the request of the other party, constitute a single-member Claims Commission.

2. Any vacancy which may arise in the Commission for whatever reason shall be filled by the same procedure adopted for the original appointment.

3. The Commission shall determine its own procedure.

4. The Commission shall determine the place or places where it shall sit and all other administrative matters.

5. Except in the case of decisions and awards by a single-member Commission, all decisions and awards of the Commission shall be by majority vote.

ARTICLE XVII

No increase in the membership of the Claims Commission shall take place by reason of two or more claimant States or launching States being joined in any one proceeding before the Commission. The claimant States so joined shall collectively appoint one member of the Commission in the same manner and subject to the same conditions as would be the case for a single claimant State. When two or more launching States are so joined, they shall collectively appoint one member of the Commission in the same way. If the claimant States or the launching States do not make the appointment within the stipulated period, the Chairman shall constitute a single-member Commission.

ARTICLE XVIII

The Claims Commission shall decide the merits of the claim for compensation and determine the amount of compensation payable, if any.

ARTICLE XIX

1. The Claims Commission shall act in accordance with the provisions of article XII.

2. The decision of the Commission shall be final and binding if the parties have so agreed; otherwise the Commission shall render a final and recommendatory award, which the parties shall consider in good faith. The Commission shall state the reasons for its decision or award.

3. The Commission shall give its decision or award as promptly as possible and no later than one year from the date of its establishment, unless an extension of this period is found necessary by the Commission.

4. The Commission shall make its decision or award public. It shall deliver a certified copy of its decision or award to each of the parties and to the Secretary-General of the United Nations.

ARTICLE XX

The expenses in regard to the Claims Commission shall be borne equally by the parties, unless otherwise decided by the Commission.

ARTICLE XXI

If the damage caused by a space object presents a large-scale danger to human life or seriously interferes with the living conditions of the population or the functioning of vital centers, the States Parties, and in particular the launching State, shall examine the possibility of rendering appropriate and rapid assistance to the State which has suffered the damage, when it so requests. However, nothing in this article shall affect the rights or obligations of the States Parties under this Convention.

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ARTICLE XXII

1. In this Convention, with the exception of articles XXIV to XXVII, references to States shall be deemed to apply to any international intergovernmental organization which conducts space activities if the organization declares its acceptance of the rights and obligations provided for in this Convention and if a majority of the States members of the organization are States Parties to this Convention and to the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies.

2. States members of any such organization which are States Parties to this Convention shall take all appropriate steps to ensure that the organization makes a declaration in accordance with the preceding paragraph.

3. If an international intergovernmental organization is liable for damage by virtue of the provisions of this Convention, that organization and those of its members which are States Parties to this Convention shall be jointly and severally liable; provided, however, that:

(a) Any claim for compensation in respect of such damage shall be first presented to the organization;

(b) Only where the organization has not paid, within a period of six months, any sum agreed or determined to be due as compensation for such damage, may the claimant State invoke the liability of the members which are States Parties to this Convention for the payment of that sum.

4. Any claim, pursuant to the provisions of this Convention, for compensation in respect of damage caused to an organization which has made a declaration in accordance with paragraph 1 of this article shall be presented by a State member of the organization which is a State Party to this Convention.

ARTICLE XXIII

1. The provisions of this Convention shall not affect other international agreements in force in so far as relations between the States Parties to such agreements are concerned.

2. No provision of this Convention shall prevent States from concluding international agreements reaffirming, supplementing or extending its provisions.

ARTICLE XXIV

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

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

3. This Convention shall enter into force on the deposit of the fifth instrument of ratification.

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

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

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

ARTICLE XXV

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

ARTICLE XXVI

Ten years after the entry into force of this Convention, the question of the review of this Convention shall be included in the provisional agenda of the United Nations General Assembly in order to consider, in the light of past application of the Convention, whether it requires revision. However, at any time after the

Convention has been in force for five years, and at the request of one third of the States Parties to the Convention, and with the concurrence of the majority of the States Parties, a conference of the States Parties shall be convened to review this Convention.

ARTICLE XXVII

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

ARTICLE XXVIII

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

КОНВЕНЦИЯ О МЕЖДУНАРОДНОЙ ОТВЕТСТВЕННОСТИ ЗА УЩЕРБ, ПРИЧИНЕННЫЙ КОСМИЧЕСКИМИ ОБЪЕКТАМИ

Государства-участники настоящей Конвенции,

Признавая общую заинтересованность всего человечества в дальнейшем исследовании и использовании космического пространства в мирных целях,

Напоминая о Договоре о принципах деятельности государств по исследованию и использованию космического пространства, включая Луну и другие небесные тела,

Принимая во внимание, что, несмотря на меры предосторожности, которые должны принимать государства и международные межправительственные организации, занимающиеся запуском космических объектов, эти объекты могут иногда причинять ущерб,

Признавая необходимость разработки эффективных международных правил и процедур относительно ответственности за ущерб, причиненный космическими объектами, и обеспечения, в частности, безотлагательной выплаты на основании положений настоящей Конвенции полной и справедливой компенсации жертвам такого ущерба,

Полагая, что установление таких правил и процедур будет содействовать укреплению международного сотрудничества в области исследования и использования космического пространства в мирных целях,

Согласились о нижеследующем:

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СТАТЬЯ I

Для целей настоящей Конвенции:

(a) Термин "ущерб" означает лишение жизни, телесное повреждение или иное повреждение здоровья; либо уничтожение или повреждение имущества государств, либо физических или юридических лиц или имущества международных межправительственных организаций;

(b) Термин "запуск" включает попытку запуска;

(c) Термин "запускающее государство" означает:

(i) Государство, которое осуществляет или организует запуск космического объекта;

(ii) Государство, с территории или установок которого осуществляется запуск космического объекта;

(d) Термин "космический объект" включает составные части космического объекта, а также средство его доставки и его части.

СТАТЬЯ II

Запускающее государство несет абсолютную ответственность за выплату компенсации за ущерб, причиненный его космическим объектом на поверхности Земли или воздушному судну в полете.

СТАТЬЯ III

Если в любом месте, помимо поверхности Земли, космическому объекту одного запускающего государства либо лицам или имуществу на борту такого космического объекта причинен ущерб космическим объектом другого запускающего государства, то последнее несет ответственность только в случае, когда ущерб причинен по его вине или по вине лиц, за которых оно отвечает.

СТАТЬЯ IV

I. Если в любом месте, помимо поверхности Земли, космическому объекту одного запускающего государства либо лицам или имуществу на борту такого объекта причинен ущерб космическим объектом другого запускающего государства и тем самым причиняется ущерб третьему государству либо его физическим или юридическим лицам, то два первых государства несут солидарную ответственность перед этим третьим государством в нижеследующих пределах:

(a) Если ущерб причинен третьему государству на поверхности Земли или воздушному судну в полете, то их ответственность перед третьим государством является абсолютной;

(b) Если ущерб причинен космическому объекту третьего государства либо лицам или имуществу на борту такого космического объекта в любом месте, помимо поверхности Земли, то их ответственность перед третьим государством определяется на основании вины любого из первых двух государств или на основании вины лиц, за которых отвечает любое из этих двух государств.

2. Во всех случаях солидарной ответственности, упомянутых в пункте I настоящей статьи, бремя компенсации за ущерб распределяется между двумя первыми государствами соразмерно степени их вины; если степень вины каждого из этих государств установить невозможно, то бремя компенсации за ущерб распределяется между ними поровну. Такое распределение не затрагивает права третьего государства требовать всей компенсации за ущерб на основании настоящей Конвенции от любого из запускающих государств или всех запускающих государств, которые несут солидарную ответственность.

СТАТЬЯ V

I. Когда два государства или более совместно производят запуск космического объекта, они несут солидарную ответственность за любой причиненный ущерб.

2. Запускающее государство, которое выплатило компенсацию за ущерб, имеет право регрессного требования к остальным участникам совместного запуска. Участники совместного запуска могут заключать соглашения о распределении между собой финансовых обязательств, по которым они несут солидарную ответственность. Такие соглашения не затрагивают права государства, которому причинен ущерб, требовать всей компенсации за ущерб на основании настоящей Конвенции от любого из запускающих государств или всех запускающих государств, которые несут солидарную ответственность.

3. Государство, с территории или установок которого производится запуск космического объекта, рассматривается в качестве участника совместного запуска.

СТАТЬЯ VI

I. При условии соблюдения положений пункта 2 настоящей статьи, освобождение от абсолютной ответственности предоставляется в той мере, в какой запускающее государство докажет, что ущерб явился полностью или частично результатом грубой небрежности либо действия или бездействия, совершенных с намерением нанести ущерб, со стороны государства-истца, либо физических или юридических лиц, которых оно представляет.

2. Никакого освобождения не предоставляется в случаях, когда ущерб явился результатом деятельности запускающего государства, которая не соответствует международному праву, включая, в частности, Устав Организации Объединенных Наций и Договор о принципах

деятельности государств по исследованию и использованию космического пространства, включая Луну и другие небесные тела.

СТАТЬЯ VII

Положения настоящей Конвенции не применяются к случаям ущерба, причиненного космическим объектом запускающего государства:

(a) Гражданам этого запускающего государства;

(b) Иностранным гражданам в то время, когда они участвуют в операциях, связанных с этим космическим объектом, со времени его запуска или на любой последующей стадии вплоть до его спуска, или в то время, когда они находятся по приглашению этого запускающего государства в непосредственной близости от района запланированного запуска или возвращения объекта.

СТАТЬЯ VIII

I. Государство, которому причинен ущерб либо физическим или юридическим лицам которого причинен ущерб, может предъявить запускающему государству претензию о компенсации за такой ущерб.

2. Если государство гражданства потерпевшей стороны не предъявило претензии, то другое государство может предъявить запускающему государству претензию в отношении ущерба, причиненного на его территории любому физическому или юридическому лицу.

3. Если ни государство гражданства потерпевшей стороны, ни государство, на территории которого был причинен ущерб, не предъявили претензии или не уведомили о своем намерении предъявить претензию, то другое государство может предъявить запускающему государству претензию в отношении ущерба, который причинен лицам, постоянно проживающим на его территории.

СТАТЬЯ IX

Претензия о компенсации за ущерб предъявляется запускающему государству по дипломатическим каналам. Если государство не поддерживает дипломатических отношений с соответствующим запускающим государством, оно может обратиться к другому государству с просьбой предъявить его претензию этому запускающему государству или каким-либо иным образом представлять его интересы на основании настоящей Конвенции. Оно может также предъявить претензию через Генерального секретаря Организации Объединенных Наций при условии, что как государство-истец, так и запускающее государство являются членами Организации Объединенных Наций.

СТАТЬЯ X

I. Претензия о компенсации за ущерб может быть предъявлена запускающему государству по прошествии не более одного года с даты причинения ущерба или установления запускающего государства, которое несет ответственность за ущерб.

2. Однако если государству не известно о причинении ущерба или если оно не смогло установить запускающее государство, которое несет ответственность за ущерб, то это первое государство может предъявить претензию в течение одного года с даты, когда ему стали известны указанные выше факты; этот период, однако, ни в коем случае не превышает одного года с даты, когда, по разумным предположениям, такое государство могло узнать об этих фактах, приложив должные усилия.

3. Сроки, определенные в пунктах I и 2 настоящей статьи, применяются даже в том случае, когда полный объем ущерба может не быть известен. Однако в этом случае государство-истец имеет право пересмотреть претензию и представить дополнительную документацию по

истечении таких сроков, но не позднее одного года после того, как стал известен полный объем ущерба.

СТАТЬЯ XI

I. Для предъявления запускающему государству претензии о компенсации за ущерб на основании настоящей Конвенции не требуется, чтобы государство-истец либо физические или юридические лица, которых оно представляет, предварительно исчерпали местные средства удовлетворения претензии, которые могут иметься в их распоряжении.

2. Никакое положение настоящей Конвенции не препятствует государству либо физическим или юридическим лицам, которых оно может представлять, возбудить иск в судах либо в административных трибуналах или органах запускающего государства. Государство, однако, не имеет права предъявлять на основании настоящей Конвенции претензию о возмещении того же ущерба, в отношении которого возбужден иск в судах либо в административных трибуналах или органах запускающего государства или же на основании другого международного соглашения, обязательного для заинтересованных государств.

СТАТЬЯ XII

Компенсация, которую запускающее государство обязано выплатить на основании настоящей Конвенции за причиненный ущерб, определяется в соответствии с международным правом и принципами справедливости, с тем чтобы обеспечить возмещение ущерба, восстанавливающее физическому или юридическому лицу, государству или международной организации, от имени которых предъявляется претензия, положение, которое существовало бы, если бы ущерб не был причинен.

СТАТЬЯ XIII

Если государство-истец и государство, которое должно выплатить компенсацию на основании настоящей Конвенции, не приходят к соглашению относительно иной формы компенсации, то эта компенсация выплачивается в валюте государства-истца или - по просьбе такого государства - в валюте государства, которое должно выплатить компенсацию.

СТАТЬЯ XIV

Если урегулирование претензии не достигнуто путем дипломатических переговоров, как это предусмотрено в статье IX, в течение одного года с даты, когда государство-истец уведомляет запускающее государство, что оно представило документацию по своей претензии, заинтересованные стороны создают по требованию любой из сторон Комиссию по рассмотрению претензий.

СТАТЬЯ XV

I. Комиссия по рассмотрению претензий состоит из трех членов: члена Комиссии, назначаемого государством-истцом, члена Комиссии, назначаемого запускающим государством, и председателя, выбираемого совместно двумя сторонами. Каждая сторона производит соответствующее назначение в двухмесячный срок с даты предъявления требования о создании Комиссии по рассмотрению претензий.

2. Если в течение четырех месяцев с даты предъявления требования о создании Комиссии не достигнуто согласие относительно выбора председателя, любая из сторон может обратиться к Генеральному секретарю Организации Объединенных Наций с просьбой назначить председателя в течение последующего двухмесячного периода.

СТАТЬЯ XVI

I. Если одна из сторон не производит соответствующего назначения в течение установленного периода, председатель по просьбе другой стороны выступает в качестве единоличной Комиссии по рассмотрению претензий.

2. Любая вакансия, которая может возникнуть в Комиссии по любой причине, заполняется с соблюдением той же процедуры, которая принята для первоначальных назначений в состав Комиссии.

3. Комиссия сама устанавливает процедуру своей работы.

4. Комиссия определяет место или места, в которых она будет проводить свою работу, и принимает решения по всем другим административным вопросам.

5. За исключением решений или определений, выносимых единоличной Комиссией, все решения и определения Комиссии выносятся большинством голосов.

СТАТЬЯ XVII

Никакого увеличения состава Комиссии по рассмотрению претензий не производится по той причине, что два государства-истца или запускающих государства или более выступают совместно по любому из рассматриваемых Комиссией дел. Выступающие совместно государства-истцы коллективно назначают одного члена Комиссии таким же образом и с соблюдением таких же условий, как и в случае, когда претензию выдвигает одно государство. Когда совместно выступают два запускающих государства или более, они таким же образом коллективно назначают одного члена Комиссии. Если государства-истцы или запускающие государства не проводят соответствующих назначений в течение установленного периода, председатель выступает в качестве единоличной Комиссии.

СТАТЬЯ XVIII

Комиссия по рассмотрению претензий устанавливает обоснованность претензии о компенсации и определяет сумму компенсации, если она подлежит выплате.

СТАТЬЯ XIX

I. Комиссия по рассмотрению претензий действует в соответствии с положениями статьи XII.

2. Решение Комиссии является окончательным и обязательным, если об этом была достигнута договоренность между сторонами; в ином случае Комиссия выносит окончательное определение рекомендательного характера, которое стороны рассматривают в духе доброй воли. Комиссия излагает обоснование своего решения или определения.

3. Комиссия выносит свое решение или определение в кратчайший возможный срок и не позднее, чем через год с даты ее создания, если она не сочтет необходимым продлить этот срок.

4. Комиссия опубликовывает свое решение или определение. Она передает заверенную копию своего решения или определения каждой из сторон, а также Генеральному секретарю Организации Объединенных Наций.

СТАТЬЯ XX

Расходы, связанные с работой Комиссии по рассмотрению претензий, распределяются поровну между сторонами, если Комиссия не выносит иного решения.

СТАТЬЯ XXI

Если ущерб, причиненный космическим объектом, представляет в больших масштабах угрозу для жизни людей или серьезно отражается на условиях жизни населения или деятельности жизненно важных центров,

то государства-участники и, в частности, запускающее государство, изучают возможность безотлагательного предоставления соответствующей помощи государству, которому причинен ущерб, когда последнее обращается с просьбой об этом. Однако это не затрагивает прав или обязанностей государств-участников, возникающих на основании настоящей Конвенции.

СТАТЬЯ XXII

В настоящей Конвенции, за исключением статей XXIV-XXVII, ссылки на государства рассматриваются как относящиеся к любой международной межправительственной организации, которая осуществляет космическую деятельность, если эта организация заявляет, что она принимает на себя права и обязанности, предусмотренные настоящей Конвенцией, и если большинство государств-членов этой организации являются государствами-участниками настоящей Конвенции и Договора о принципах деятельности государств по исследованию и использованию космического пространства, включая Луну и другие небесные тела.

2. Государства-члены любой такой организации, являющиеся участниками настоящей Конвенции, принимают все необходимые меры для обеспечения того, чтобы эта организация сделала заявление в соответствии с предыдущим пунктом.

3. Если какая-либо международная межправительственная организация ответственна за ущерб в соответствии с положениями настоящей Конвенции, то эта организация и те из ее государств-членов, которые являются участниками настоящей Конвенции, несут солидарную ответственность, при соблюдении, однако, следующих условий:

(a) Любая претензия о компенсации за такой ущерб предъявляется в первую очередь этой организации;

(b) Если организация в течение шести месяцев не выплатила суммы, согласованной или установленной в качестве компенсации за такой ущерб, то только в этом случае государство-истец может поставить вопрос об ответственности государств-членов этой организации, являющихся участниками настоящей Конвенции, за уплату этой суммы.

4. В соответствии с положениями настоящей Конвенции любая претензия о выплате компенсации за ущерб, причиненный какой-либо организации, которая сделала заявление в соответствии с пунктом I настоящей статьи, представляется государством-членом этой организации, являющимся участником настоящей Конвенции.

СТАТЬЯ XXIII

I. Положения настоящей Конвенции не затрагивают других действующих международных соглашений о том, что касается отношений между государствами-участниками этих соглашений.

2. Никакое положение настоящей Конвенции не препятствует заключению государствами международных соглашений, подтверждающих, дополняющих или расширяющих ее положения.

СТАТЬЯ XXIV

I. Настоящая Конвенция открыта для подписания всеми государствами. Любое государство, которое не подпишет настоящей Конвенции до вступления ее в силу в соответствии с пунктом 3 настоящей статьи, может присоединиться к ней в любое время.

2. Настоящая Конвенция подлежит ратификации государствами, подписавшими ее. Ратификационные грамоты и документы о присоединении должны быть сданы на хранение правительствам Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии

и Союза Советских Социалистических Республик, которые настоящим назначаются в качестве правительств-депозитариев.

3. Настоящая Конвенция вступает в силу после сдачи на хранение пятой ратификационной грамоты.

4. Для государств, ратификационные грамоты или документы о присоединении которых будут сданы на хранение после вступления в силу настоящей Конвенции, она вступает в силу в день сдачи на хранение их ратификационных грамот или документов о присоединении.

5. Правительства-депозитарии незамедлительно уведомляют все подписавшие настоящую Конвенцию и присоединившиеся к ней государства о дате каждого подписания, о дате сдачи на хранение каждой ратификационной грамоты и документа о присоединении, о дате вступления в силу настоящей Конвенции, а также о других уведомлениях.

6. Настоящая Конвенция будет зарегистрирована правительствами-депозитариями в соответствии со статьей 102 Устава Организации Объединенных Наций.

СТАТЬЯ XXV

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

СТАТЬЯ XXVI

Через десять лет после вступления в силу настоящей Конвенции вопрос о ее пересмотре будет включен в предварительную повестку дня Генеральной Ассамблеи Организации Объединенных Наций, с тем чтобы на основе опыта применения Конвенции рассмотреть вопрос о том,

нуждается ли она в изменении. Однако в любое время через пять лет после вступления Конвенции в силу по просьбе одной трети государств-участников и с согласия большинства государств-участников созывается конференция государств-участников с целью пересмотра настоящей Конвенции.

СТАТЬЯ XXVII

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

СТАТЬЯ XXVIII

Настоящая Конвенция, английский, русский, французский, испанский и китайский тексты которой являются равно аутентичными, будет сдана на хранение в архивы правительств-депозитариев. Должным образом заверенные копии настоящей Конвенции будут препровождены правительствами-депозитариями правительствам государств, подписавших Конвенцию и присоединившихся к ней.

CONVENTION SUR LA RESPONSABILITE INTERNATIONALE POUR LES DOMMAGES CAUSES PAR DES OBJETS SPATIAUX

Les Etats parties à la présente Convention,

Reconnaissant qu'il est de l'intérêt commun de l'humanité tout entière de favoriser l'exploration et l'utilisation de l'espace extra-atmosphérique à des fins pacifiques,

Rappelant le Traité sur les principes régissant les activités des Etats en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la Lune et les autres corps célestes,

Tenant compte de ce que, malgré les mesures de précaution que doivent prendre les Etats et les organisations internationales intergouvernementales qui se livrent au lancement d'objets spatiaux, ces objets peuvent éventuellement causer des dommages,

Reconnaissant la nécessité d'élaborer des règles et procédures internationales efficaces relatives à la responsabilité pour les dommages causés par des objets spatiaux et d'assurer, en particulier, le prompt versement, aux termes de la présente Convention, d'une indemnisation totale et équitable aux victimes de ces dommages,

Convaincus que l'établissement de telles règles et procédures contribuera à renforcer la coopération internationale dans le domaine de l'exploration et de l'utilisation de l'espace extra-atmosphérique à des fins pacifiques,

Sont convenus de ce qui suit:

ARTICLE PREMIER

Aux fins de la présente Convention:

a) Le terme "dommage" désigne la perte de vies humaines, les lésions corporelles ou autres atteintes à la santé, ou la perte de biens d'Etat ou de personnes, physiques ou morales, ou de biens d'organisations internationales intergouvernementales, ou les dommages causés auxdits biens;

b) Le terme "lancement" désigne également la tentative de lancement;

c) L'expression "Etat de lancement" désigne:

i) Un Etat qui procède ou fait procéder au lancement d'un objet spatial;

ii) Un Etat dont le territoire ou les installations servent au lancement d'un objet spatial;

d) L'expression "objet spatial" désigne également les éléments constitutifs d'un objet spatial, ainsi que son lanceur et les éléments de ce dernier.

ARTICLE II

Un Etat de lancement a la responsabilité absolue de verser réparation pour le dommage causé par son objet spatial à la surface de la Terre ou aux aéronefs en vol.

ARTICLE III

En cas de dommage causé, ailleurs qu'à la surface de la Terre, à un objet spatial d'un Etat de lancement ou à des personnes ou à des biens se trouvant à bord d'un tel objet spatial, par un objet spatial d'un autre Etat de lancement, ce dernier Etat n'est responsable que si le dommage est imputable à sa faute ou à la faute des personnes dont il doit répondre.

ARTICLE IV

1. En cas de dommage causé, ailleurs qu'à la surface de la Terre, à un objet spatial d'un Etat de lancement ou à des personnes ou à des biens se trouvant à bord d'un tel objet spatial, par un objet spatial d'un autre Etat de lancement, et en cas de dommage causé de ce fait à un Etat tiers ou à des personnes physiques ou morales relevant de lui, les deux premiers Etats sont solidairement responsables envers l'Etat tiers dans les limites indiquées ci-après:

a) Si le dommage a été causé à l'Etat tiers à la surface de la Terre ou à un aéronef en vol, leur responsabilité envers l'Etat est absolue;

b) Si le dommage a été causé à un objet spatial d'un Etat tiers ou à des personnes ou à des biens se trouvant à bord d'un tel objet spatial, ailleurs qu'à la surface de la Terre, leur responsabilité envers l'Etat tiers est fondée sur la faute de l'un d'eux ou sur la faute de personnes dont chacun d'eux doit répondre.

2. Dans tous les cas de responsabilité solidaire prévue au paragraphe 1 du présent article, la charge de la réparation pour le dommage est répartie entre les deux premiers Etats selon la mesure dans laquelle ils étaient en faute; s'il est impossible d'établir dans quelle mesure chacun de ces Etats était en faute, la charge de la réparation est répartie entre eux de manière égale. Cette répartition ne peut porter atteinte au droit de l'Etat tiers de chercher à obtenir de l'un quelconque des Etats de lancement ou de tous les Etats de lancement qui sont solidairement responsables la pleine et entière réparation due en vertu de la présente Convention.

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ARTICLE V

1. Lorsque deux ou plusieurs Etats procèdent en commun au lancement d'un objet spatial, ils sont solidairement responsables de tout dommage qui peut en résulter.

2. Un Etat de lancement qui a réparé le dommage a un droit de recours contre les autres participants au lancement en commun. Les participants au lancement en commun peuvent conclure des accords relatifs à la répartition entre eux de la charge financière pour laquelle ils sont solidairement responsables. Lesdits accords ne portent pas atteinte au droit d'un Etat auquel a été causé un dommage de chercher à obtenir de l'un quelconque des Etats de lancement ou de tous les Etats de lancement qui sont solidairement responsables la pleine et entière réparation due en vertu de la présente Convention.

3. Un Etat dont le territoire ou les installations servent au lancement d'un objet spatial est réputé participant à un lancement commun.

ARTICLE VI

1. Sous réserve des dispositions du paragraphe 2 du présent article, un Etat de lancement est exonéré de la responsabilité absolue dans la mesure où il établit que le dommage résulte, en totalité ou en partie, d'une faute lourde ou d'un acte ou d'une omission commis dans l'intention de provoquer un dommage, de la part d'un Etat demandeur ou des personnes physiques ou morales que ce dernier Etat représente.

2. Aucune exonération, quelle qu'elle soit, n'est admise dans les cas où le dommage résulte d'activités d'un Etat de

lancement qui ne sont pas conformes au droit international, y compris, en particulier, à la Charte des Nations Unies et au Traité sur les principes régissant les activités des Etats en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la Lune et les autres corps célestes.

ARTICLE VII

Les dispositions de la présente Convention ne s'appliquent pas au dommage causé par un objet spatial d'un Etat de lancement:

a) Aux ressortissants de cet Etat de lancement;

b) Aux ressortissants étrangers pendant qu'ils participent aux opérations de fonctionnement de cet objet spatial à partir du moment de son lancement ou à une phase ultérieure quelconque jusqu'à sa chute, ou pendant qu'ils se trouvent à proximité immédiate d'une zone envisagée comme devent servir au lancement ou à la récupération, à la suite d'une invitation de cet Etat de lancement.

ARTICLE VIII

1. Un Etat qui subit un dommage ou dont des personnes physiques ou morales subissent un dommage peut présenter à un Etat de lancement une demande en réparation pour ledit dommage.

2. Si l'Etat dont les personnes physiques ou morales possèdent la nationalité n'a pas présenté de demande en réparation, un autre Etat peut, à raison d'un dommage subi sur son territoire par une personne physique ou morale, présenter une demande à un Etat de lancement.

3. Si ni l'Etat dont les personnes physiques ou morales possèdent la nationalité ni l'Etat sur le territoire duquel le

dommage a été subi n'ont présenté de demande en réparation ou notifié leur intention de présenter une demande, un autre Etat peut, à raison du dommage subi par ses résidents permanents, présenter une demande à un Etat de lancement.

ARTICLE IX

La demande en réparation est présentée à l'Etat de lancement par la voie diplomatique. Tout Etat qui n'entretient pas de relations diplomatiques avec cet Etat de lancement peut prier un Etat tiers de présenter sa demande et de représenter de toute autre manière ses intérêts en vertu de la présente Convention auprès de cet Etat de lancement. Il peut également présenter sa demande par l'intermédiaire du Secrétaire général de l'Organisation des Nations Unies, à condition que l'Etat demandeur et l'Etat de lancement soient l'un et l'autre Membres de l'Organisation des Nations Unies.

ARTICLE X

1. La demande en réparation peut être présentée à l'Etat de lancement dans le délai d'un an à compter de la date à laquelle s'est produit le dommage ou à compter de l'identification de l'Etat de lancement qui est responsable.

2. Si toutefois un Etat n'a pas connaissance du fait que le dommage s'est produit ou n'a pas pu identifier l'Etat de lancement qui est responsable, sa demande est recevable dans l'année qui suit la date à laquelle il prend connaissance des faits susmentionnés; toutefois, le délai ne saurait en aucun cas dépasser une année à compter de la date à laquelle l'Etat, agissant avec toute diligence, pouvait raisonnablement être censé avoir eu connaissance des faits.

3. Les délais précisés aux paragraphes 1 et 2 du présent article s'appliquent même si l'étendue du dommage n'est pas exactement connue. En pareil cas, toutefois, l'Etat demandeur a le droit de réviser sa demende et de présenter des pièces additionnelles au-delà du délai précisé, jusqu'à expiration d'un délai d'un an à compter du moment où l'étendue du dommage est exactement connue.

ARTICLE XI

1. La présentation d'une demande en réparation à l'Etat de lancement en vertu de la présente Convention n'exige pas l'épuisement préalable des recours internes qui seraient ouverts à l'Etat demandeur ou aux personnes physiques ou morales dont il représente les intérêts.

2. Aucune disposition de la présente Convention n'empêche un Etat ou une personne physique ou morale qu'il peut représenter de former une demande auprès des instances juridictionnelles ou auprès des organes administratifs d'un Etat de lancement. Toutefois, un Etat n'a pas le droit de présenter une demande en vertu de la présente Convention à raison d'un dommage pour lequel une demande est déjà introduite auprès des instances juridictionnelles ou auprès des organes administratifs d'un Etat de lancement, ni en application d'un autre accord international par lequel les Etats intéressés seraient liés.

ARTICLE XII

Le montant de la réparation que l'Etat de lancement sera tenu de payer pour le dommage en application de la présente Convention

sera déterminé conformément au droit international et aux principes de justice et d'équité, de telle manière que la réparation pour le dommage soit de nature à rétablir la personne, physique ou morale, l'Etat ou l'organisation internationale demandeur dans la situation qui aurait existé si le dommage ne s'était pas produit.

ARTICLE XIII

A moins que l'Etat demandeur et l'Etat qui est tenu de réparer en vertu de la présente Convention ne conviennent d'un autre mode de réparation, le montant de la réparation est payé dans la monnaie de l'Etat demandeur ou, à la demande de celui-ci, dans la monnaie de l'Etat qui est tenu de réparer le dommage.

ARTICLE XIV

Si, dans un délai d'un an à compter de la date à laquelle l'Etat demandeur a notifié à l'Etat de lancement qu'il a soumis les pièces justificatives de sa demande, une demande en réparation n'est pas réglée par voie de négociations diplomatiques selon l'article IX, les parties intéressées constituent, sur la demande de l'une d'elles, une Commission de règlement des demandes.

ARTICLE XV

1. La Commission de règlement des demandes se compose de trois membres: un membre désigné par l'Etat demandeur, un membre désigné par l'Etat de lancement et le troisième membre, le Président, choisi d'un commun accord par les deux parties. Chaque partie procède à cette désignation dans un délai de deux mois à compter de la demande de constitution de la Commission de règlement des demandes.

2. Si aucun accord n'intervient sur le choix du Président dans un délai de quatre mois à compter de la demande de constitution de la Commission, l'une ou l'autre des parties peut prier le Secrétaire général de l'Organisation des Nations Unies de nommer le Président dans un délai supplémentaire de deux mois.

ARTICLE XVI

1. Si l'une des parties ne procède pas, dans le délai prévu, à la désignation qui lui incombe, le Président, sur la demande de l'autre partie, constituera à lui seul la Commission de règlement des demandes.

2. Si, pour une raison quelconque, une vacance survient dans la Commission, il y est pourvu suivant la procédure adoptée pour la désignation initiale.

3. La Commission détermine sa propre procédure.

4. La Commission décide du ou des lieux où elle siège, ainsi que de toutes autres questions administratives.

5. Exception faite des décisions et sentences rendues dans les cas où la Commission n'est composée que d'un seul membre, toutes les décisions et sentences de la Commission sont rendues à la majorité.

ARTICLE XVII

La composition de la Commission de règlement des demandes n'est pas élargie du fait que deux ou plusieurs Etats demandeurs ou que deux ou plusieurs Etats de lancement sont parties à une procédure engagée devant elle. Les Etats demandeurs parties à une telle procédure nomment conjointement un membre de la Commission de la

même manière et sous les mêmes conditions que s'il n'y avait qu'un seul Etat demandeur. Si deux ou plusieurs Etats de lancement sont parties à une telle procédure, ils nomment conjointement un membre de la Commission, de la même manière. Si les Etats demandeurs ou les Etats de lancement ne procèdent pas, dans les délais prévus, à la désignation qui leur incombe, le Président constituera à lui seul la Commission.

ARTICLE XVIII

La Commission de règlement des demandes décide du bien-fondé de la demande en réparation et fixe, s'il y a lieu, le montant de la réparation à verser.

ARTICLE XIX

1. La Commission de règlement des demandes agit en conformité des dispositions de l'article XII.

2. La décision de la Commission a un caractère définitif et obligatoire si les parties en sont convenues ainsi; dans le cas contraire, la Commission rend une sentence définitive valant recommandation, que les parties prennent en considération de bonne foi. La Commission motive sa décision ou sa sentence.

3. La Commission rend sa décision ou sa sentence aussi rapidement que possible et au plus tard dans un délai d'un an à compter de la date à laquelle elle a été constituée, à moins que la Commission ne juge nécessaire de proroger ce délai.

4. La Commission rend publique sa décision ou sa sentence. Elle en fait tenir une copie certifiée conforme à chacune des parties et au Secrétaire général de l'Organisation des Nations Unies.

ARTICLE XX

Les dépenses relatives à la Commission de règlement des demandes sont réparties également entre les parties, à moins que la Commission n'en décide autrement.

ARTICLE XXI

Si le dommage causé par un objet spatial met en danger, à grande échelle, les vies humaines ou compromet sérieusement les conditions de vie de la population ou le fonctionnement des centres vitaux, les Etats parties, et notamment l'Etat de lancement, examineront la possibilité de fournir une assistance appropriée et rapide à l'Etat qui aurait subi le dommage, lorsque ce dernier en formule la demande. Cet article, cependant, est sans préjudice des droits et obligations des Etats parties en vertu de la présente Convention.

ARTICLE XXII

1. Dans la présente Convention, à l'exception des articles XXIV à XXVII, les références aux Etats s'appliquent à toute organisation internationale intergouvernementale qui se livre à des activités spatiales, si cette organisation déclare accepter les droits et les obligations prévus dans la présente Convention et si la majorité des Etats membres de l'organisation sont des Etats parties à la présente Convention et au Traité sur les principes régissant les activités des Etats en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la Lune et les autres corps célestes.

2. Les Etats membres d'une telle organisation qui sont des Etats parties à la présente Convention prennent toutes les dispositions voulues pour que l'organisation fasse une déclaration en conformité du paragraphe précédent.

3. Si une organisation internationale intergouvernementale est responsable d'un dommage aux termes des dispositions de la présente Convention, cette organisation et ceux de ses membres qui sont des Etats parties à la présente Convention sont solidairement responsables, étant entendu toutefois que:

a) Toute demande en réparation pour ce dommage doit être présentée d'abord à l'organisation; et

b) Seulement dans le cas où l'organisation n'aurait pas versé dans le délai de six mois la somme convenue ou fixée comme réparation pour le dommage, l'Etat demandeur peut invoquer la responsabilité des membres qui sont des Etats parties à la présente Convention pour le paiement de ladite somme.

4. Toute demande en réparation formulée conformément aux dispositions de la présente Convention pour le dommage causé à une organisation qui a fait une déclaration conformément au paragraphe 1 du présent article doit être présentée par un Etat membre de l'organisation qui est un Etat partie à la présente Convention.

ARTICLE XXIII

1. Les dispositions de la présente Convention ne portent pas atteinte aux autres accords internationaux en vigueur dans les rapports entre les Etats parties à ces accords.

2. Aucune disposition de la présente Convention ne saurait empêcher les Etats de conclure des accords internationaux confirmant, complétant ou développant ses dispositions.

ARTICLE XXIV

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

2. La présente Convention sera soumise à la ratification des Etats signataires. Les instruments de ratification et les instruments d'adhésion seront déposés auprès des Gouvernements des Etats-Unis d'Amérique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, de l'Union des Républiques socialistes soviétiques, qui sont ainsi désignés comme gouvernements dépositaires.

3. La présente Convention entrera en vigueur à la date du dépôt du cinquième instrument de ratification.

4. Pour les Etats dont les instruments de ratification ou d'adhésion seront déposés après l'entrée en vigueur de la présente Convention, celle-ci entrera en vigueur à la date du dépôt de leurs instruments de ratification ou d'adhésion.

5. Les gouvernements dépositaires informeront sans délai tous les Etats qui auront signé la présente Convention ou y auront adhéré de la date de chaque signature, de la date du dépôt

de chaque instrument de ratification de la présente Convention ou d'adhésion à la présente Convention, de la date d'entrée en vigueur de la Convention, ainsi que de toute autre communication.

6. La présente Convention sera enregistrée par les gouvernements dépositaires conformément à l'Article 102 de la Charte des Nations Unies.

ARTICLE XXV

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

ARTICLE XXVI

Dix ans après l'entrée en vigueur de la présente Convention, la question de l'examen de la Convention sera inscrite à l'ordre du jour provisoire de l'Assemblée générale de l'Organisation des Nations Unies, à l'effet d'examiner, à la lumière de l'application de la Convention pendant la période écoulée, si elle appelle une révision. Toutefois, cinq ans après la date d'entrée en vigueur de la Convention, une conférence des Etats parties à la Convention sera convoquée, à la demande d'un tiers des Etats parties à la Convention, et avec l'assentiment de la majorité d'entre eux, afin de réexaminer la présente Convention.

ARTICLE XXVII

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

ARTICLE XXVIII

La présente Convention, dont les textes anglais, russe, français, espagnol et chinois font également foi, sera déposée dans les archives des gouvernements dépositaires. Des copies dûment certifiées de la présente Convention seront adressées par les gouvernements dépositaires aux gouvernements des Etats qui auront signé la Convention ou qui y auront adhéré.

CONVENIO SOBRE LA RESPONSABILIDAD INTERNACIONAL POR DAÑOS CAUSADOS POR OBJETOS ESPACIALES

Los Estados Partes en el presente Convenio,

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

Recordando el Tratado sobre los principios que deben regir las actividades de los Estados en la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes,

Tomando en consideración que, a pesar de las medidas de precaución que han de adoptar los Estados y las organizaciones internacionales intergubernamentales que participen en el lanzamiento de objetos espaciales, tales objetos pueden ocasionalmente causar daños,

Reconociendo la necesidad de elaborar normas y procedimientos internacionales eficaces sobre la responsabilidad por daños causados por objetos espaciales y, en particular, de asegurar el pago rápido, con arreglo a lo dispuesto en el presente Convenio, de una indemnización plena y equitativa a las víctimas de tales daños,

Convencidos de que el establecimiento de esas normas y procedimientos contribuirá a reforzar la cooperación internacional en el terreno de la exploración y utilización del espacio ultraterrestre con fines pacíficos,

Han convenido en lo siguiente:

ARTICULO I

A los efectos del presente Convenio:

a) Se entenderá por "daño" la pérdida de vidas humanas, las lesiones corporales u otros perjuicios a la salud, así como la pérdida de bienes o los perjuicios causados a bienes de Estados o de personas físicas o morales, o de organizaciones internacionales intergubernamentales;

b) El término "lanzamiento" denotará también todo intento de lanzamiento;

c) Se entenderá por "Estado de lanzamiento":

i) Un Estado que lance o promueva el lanzamiento de un objeto espacial;

ii) Un Estado desde cuyo territorio o desde cuyas instalaciones se lance un objeto espacial;

d) El término "objeto espacial" denotará también las partes componentes de un objeto espacial, así como el vehículo propulsor y sus partes.

ARTICULO II

Un Estado de lanzamiento tendrá responsabilidad absoluta y responderá de los daños causados por un objeto espacial suyo en la superficie de la Tierra o a las aeronaves en vuelo.

ARTICULO III

Cuando el daño sufrido fuera de la superficie de la Tierra por un objeto espacial de un Estado de lanzamiento, o por las personas o los bienes a bordo de dicho objeto espacial, sea causado por un objeto espacial de otro Estado de lanzamiento, este último

Estado será responsable únicamente cuando los daños se hayan producido por su culpa o por culpa de las personas de que sea responsable.

ARTICULO IV

1. Cuando los daños sufridos fuera de la superficie de la Tierra por un objeto espacial de un Estado de lanzamiento, o por las personas o los bienes a bordo de ese objeto espacial, sean causados por un objeto espacial de otro Estado de lanzamiento, y cuando de ello se deriven daños para un tercer Estado o para sus personas físicas o morales, los dos primeros Estados serán mancomunada y solidariamente responsables ante ese tercer Estado, conforme se indica a continuación:

a) Si los daños han sido causados al tercer Estado en la superficie de la Tierra o han sido causados a aeronaves en vuelo, su responsabilidad ante ese tercer Estado será absoluta;

b) Si los daños han sido causados a un objeto espacial de un tercer Estado, o a las personas o los bienes a bordo de ese objeto espacial, fuera de la superficie de la Tierra, la responsabilidad ante ese tercer Estado se fundará en la culpa de cualquiera de los dos primeros Estados o en la culpa de las personas de que sea responsable cualquiera de ellos.

2. En todos los casos de responsabilidad solidaria mencionados en el párrafo 1 de este artículo, la carga de la indemnización por los daños se repartirá entre los dos primeros Estados según el grado de la culpa respectiva; si no es posible determinar el grado de la culpa de cada uno de esos Estados, la

carga de la indemnización se repartirá por partes iguales entre ellos. Esa repartición no afectará al derecho del tercer Estado a reclamar su indemnización total, en virtud de este Convenio, a cualquiera de los Estados de lanzamiento que sean solidariamente responsables o a todos ellos.

ARTICULO V

1. Si dos o más Estados lanzan conjuntamente un objeto espacial, serán responsables solidariamente por los daños causados.

2. Un Estado de lanzamiento que haya pagado la indemnización por daños tendrá derecho a repetir contra los demás participantes en el lanzamiento conjunto. Los participantes en el lanzamiento conjunto podrán concertar acuerdos acerca de la distribución entre sí de la carga financiera respecto de la cual son solidariamente responsables. Tales acuerdos no afectarán al derecho de un Estado que haya sufrido daños a reclamar su indemnización total, de conformidad con el presente Convenio, a cualquiera o a todos los Estados de lanzamiento que sean solidariamente responsables.

3. Un Estado desde cuyo territorio o instalaciones se lanza un objeto espacial se considerará como participante en un lanzamiento conjunto.

ARTICULO VI

1. Salvo lo dispuesto en el párrafo 2 de este artículo, un Estado de lanzamiento quedará exento de la responsabilidad absoluta en la medida en que demuestre que los daños son total o parcialmente resultado de negligencia grave o de un acto de omisión cometido con

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la intención de causar daños por parte de un Estado demandante o de personas físicas o morales a quienes este último Estado represente.

2. No se concederá exención alguna en los casos en que los daños sean resultado de actividades desarrolladas por un Estado de lanzamiento en las que no se respete el derecho internacional, incluyendo, en especial, la Carta de las Naciones Unidas y el Tratado sobre los principios que deben regir las actividades de los Estados en la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes.

ARTICULO VII

Las disposiciones del presente Convenio no se aplicarán a los daños causados por un objeto espacial del Estado de lanzamiento a:

a) Nacionales de dicho Estado de lanzamiento;

b) Nacionales de un país extranjero mientras participen en las operaciones de ese objeto espacial desde el momento de su lanzamiento o en cualquier fase posterior al mismo hasta su descenso, o mientras se encuentren en las proximidades inmediatas de la zona prevista para el lanzamiento o la recuperación, como resultado de una invitación de dicho Estado de lanzamiento.

ARTICULO VIII

1. Un Estado que haya sufrido daños, o cuyas personas físicas o morales hayan sufrido daños, podrá presentar a un Estado de lanzamiento una reclamación por tales daños.

2. Si el Estado de nacionalidad de las personas afectadas no ha presentado una reclamación, otro Estado podrá presentar a un Estado de lanzamiento una reclamación respecto de daños sufridos en su territorio por cualquier persona física o moral.

3. Si ni el Estado de nacionalidad de las personas afectadas ni el Estado en cuyo territorio se ha producido el daño han presentado una reclamación ni notificado su intención de hacerlo, otro Estado podrá presentar a un Estado de lanzamiento una reclamación respecto de daños sufridos por sus residentes permanentes.

ARTICULO IX

Las reclamaciones de indenmización por daños serán presentadas al Estado de lanzamiento por vía diplomática. Cuando un Estado no mantenga relaciones diplomáticas con un Estado de lanzamiento, podrá pedir a otro Estado que presente su reclamación a ese Estado de lanzamiento o que de algún otro modo represente sus intereses conforme a este Convenio. También podrá presentar su reclamación por conducto del Secretario General de las Naciones Unidas, siempre que el Estado demandante y el Estado de lanzamiento sean ambos Miembros de las Naciones Unidas.

ARTICULO X

1. La reclamación de la indemnización por daños podrá ser presentada a un Estado de lanzamiento a más tardar en el plazo de un año a contar de la fecha en que se produzcan los daños o en que se haya identificado al Estado de lanzamiento que sea responsable.

2. Sin embargo, si el Estado no ha tenido conocimiento de la producción de los daños o no ha podido identificar al Estado de lanzamiento, podrá presentar la reclamación en el plazo de un año a partir de la fecha en que lleguen a su conocimiento tales hechos; no obstante, en ningún caso será ese plazo superior a un año a partir de la fecha en que se podría esperar razonablemente que el Estado hubiera llegado a tener conocimiento de los hechos mediante el ejercicio de la debida diligencia.

3. Los plazos mencionados en los párrafos 1 y 2 de este artículo se aplicarán aun cuando no se conozca toda la magnitud de los daños. En este caso, no obstante, el Estado demandante tendrá derecho a revisar la reclamación y a presentar documentación adicional una vez expirado ese plazo, hasta un año después de conocida toda la magnitud de los daños.

ARTICULO XI

1. Para presentar a un Estado de lanzamiento una reclamación de indemnización por daños al amparo del presente Convenio no será necesario haber agotado los recursos locales de que puedan disponer el Estado demandante o las personas físicas o morales que éste represente.

2. Nada de lo dispuesto en este Convenio impedirá que un Estado, o una persona física o moral a quien éste represente, hagan su reclamación ante los tribunales de justicia o ante los tribunales u órganos administrativos del Estado de lanzamiento. Un Estado no podrá, sin embargo, hacer reclamaciones al amparo del presente Convenio por los mismos daños respecto de los cuales se esté

tramitando una reclamación ante los tribunales de justicia o ante los tribunales u órganos administrativos del Estado de lanzamiento, o con arreglo a cualquier otro acuerdo internacional que obligue a los Estados interesados.

ARTICULO XII

La indemnización que en virtud del presente Convenio estará obligado a pagar el Estado de lanzamiento por los daños causados se determinará conforme al derecho internacional y a los principios de justicia y equidad, a fin de reparar esos daños de manera tal que se reponga a la persona, física o moral, al Estado o a la organización internacional en cuyo nombre se presente la reclamación en la condición que habría existido de no haber ocurrido los daños.

ARTICULO XIII

A menos que el Estado demandante y el Estado que debe pagar la indemnización de conformidad con el presente Convenio acuerden otra forma de indemnización, ésta se pagará en la moneda del Estado demandante o, si ese Estado así lo pide, en la moneda del Estado que deba pagar la indemnización.

ARTICULO XIV

Si no se logra resolver una reclamación mediante negociaciones diplomáticas, conforme a lo previsto en el artículo IX, en el plazo de un año a partir de la fecha en que el Estado demandante haya notificado al Estado de lanzamiento que ha presentado la documentación relativa a su reclamación, las partes interesadas, a instancia de cualquiera de ellas, constituirán una Comisión de Reclamaciones.

ARTICULO XV

1. La Comisión de Reclamaciones se compondrá de tres miembros: uno nombrado por el Estado demandante, otro nombrado por el Estado de lanzamiento y el tercer miembro, su Presidente, escogido conjuntamente por ambas partes. Cada una de las partes hará su nombramiento dentro de los dos meses siguientes a la petición de que se constituya la Comisión de Reclamaciones.

2. Si no se llega a un acuerdo con respecto a la selección del Presidente dentro de los cuatro meses siguientes a la petición de que se constituya la Comisión, cualquiera de las partes podrá pedir al Secretario General de las Naciones Unidas que nombre al Presidente en un nuevo plazo de dos meses.

ARTICULO XVI

1. Si una de las partes no procede al nombramiento que le corresponde dentro del plazo fijado, el Presidente, a petición de la otra parte, constituirá por sí solo la Comisión de Reclamaciones.

2. Toda vacante que por cualquier motivo se produzca en la Comisión se cubrirá con arreglo al mismo procedimiento adoptado para el primer nombramiento.

3. La Comisión determinará su propio procedimiento.

4. La Comisión determinará el lugar o los lugares en que ha de reunirse y resolverá todas la demás cuestiones administrativas.

5. Exceptuados los laudos y decisiones de la Comisión constituida por un solo miembro, todos los laudos y decisiones de la Comisión se adoptarán por mayoría de votos.

ARTICULO XVII

El número de miembros de la Comisión de Reclamaciones no aumentará cuando dos o más Estados demandantes o Estados de lanzamiento sean partes conjuntamente en unas mismas actuaciones ante la Comisión. Los Estados demandantes que actúen conjuntamente nombrarán colectivamente a un miembro de la Comisión en la misma forma y con sujeción a las mismas condiciones que cuando se trata de un solo Estado demandante. Cuando dos o más Estados de lanzamiento actúen conjuntamente, nombrarán colectivamente y en la misma forma a un miembro de la Comisión. Si los Estados demandantes o los Estados de lanzamiento no hacen el nombramiento dentro del plazo fijado, el Presidente constituirá por sí solo la Comisión.

ARTICULO XVIII

La Comisión de Reclamaciones decidirá los fundamentos de la reclamación de indemnización y determinará, en su caso, la cuantía de la indemnización pagadera.

ARTICULO XIX

1. La Comisión de Reclamaciones actuará de conformidad con lo dispuesto en el artículo XII.

2. La decisión de la Comisión será firme y obligatoria si las partes así lo han convenido; en caso contrario, la Comisión formulará un laudo definitivo que tendrá carácter de recomendación y que las partes atenderán de buena fe. La Comisión expondrá los motivos de su decisión o laudo.

3. La Comisión dictará su decisión o laudo lo antes posible y a más tardar en el plazo de un año a partir de la fecha de su constitución, a menos que la Comisión considere necesario prorrogar ese plazo.

4. La Comisión publicará su decisión o laudo. Expedirá una copia certificada de su decisión o laudo a cada una de las partes y al Secretario General de las Naciones Unidas.

ARTICULO XX

Las costas relativas a la Comisión de Reclamaciones se dividirán por igual entre las partes, a menos que la Comisión decida otra cosa.

ARTICULO XXI

Si los daños causados por un objeto espacial constituyen un peligro, en gran escala, para las vidas humanas o comprometen seriamente las condiciones de vida de la población o el funcionamiento de los centros vitales, los Estados partes, y en particular el Estado de lanzamiento, estudiarán la posibilidad de proporcionar una asistencia apropiada y rápida al Estado que haya sufrido los daños, cuando éste así lo solicite. Sin embargo, lo dispuesto en este artículo no menoscabará los derechos ni las obligaciones de los Estados partes en virtud del presente Convenio.

ARTICULO XXII

1. En el presente Convenio, salvo los artículos XXIV a XXVII, se entenderá que las referencias que se hacen a los Estados se aplican a cualquier organización intergubernamental internacional

que se dedique a actividades espaciales si ésta declara que acepta los derechos y obligaciones previstos en este Convenio y si una mayoría de sus Estados miembros son Estados Partes en este Convenio y en el Tratado sobre los principios que deben regir las actividades de los Estados en la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes.

2. Los Estados miembros de tal organización que sean Estados Partes en este Convenio adoptarán todas las medidas adecuadas para lograr que la organización formule una declaración de conformidad con el párrafo precedente.

3. Si una organización intergubernamental internacional es responsable de daños en virtud de las disposiciones del presente Convenio, esa organización y sus miembros que sean Estados Partes en este Convenio serán mancomunada y solidariamente responsables, teniendo en cuenta sin embargo:

a) Que la demanda de indemnización ha de presentarse en primer lugar contra la organización;

b) Que sólo si la organización deja de pagar, dentro de un plazo de seis meses, la cantidad convenida o que se haya fijado como indemnización de los daños, podrá el Estado demandante invocar la responsabilidad de los miembros que sean Estados Partes en este Convenio a los fines del pago de esa cantidad.

4. Toda demanda de indemnización que, conforme a las disposiciones de este Convenio, se haga por daños causados a una organización que haya formulado una declaración en virtud del párrafo 1 de este artículo deberá ser presentada por un Estado miembro de la organización que sea Estado Parte en este Convenio.

ARTICULO XXIII

1. Lo dispuesto en el presente Convenio no afectará a los demás acuerdos internacionales en vigor en las relaciones entre los Estados Partes en esos acuerdos.

2. Nada de lo dispuesto en el presente Convenio podrá impedir que los Estados concierten acuerdos internacionales que confirmen, completen o desarrollen sus disposiciones.

ARTICULO XXIV

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

2. El presente Convenio estará sujeto a ratificación por los Estados signatarios. Los instrumentos de ratificación y los instrumentos de adhesión serán entregados para su depósito a los Gobiernos de los Estados Unidos de América, del Reino Unido de Gran Bretaña e Irlanda del Norte y de la Unión de Repúblicas Socialistas Soviéticas, que por el presente quedan designados Gobiernos depositarios.

3. El presente Convenio entrará en vigor cuando se deposite el quinto instrumento de ratificación.

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

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

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

ARTICULO XXV

Cualquier Estado Parte en el presente Convenio podrá proponer enmiendas al mismo. Las enmiendas entrarán en vigor para cada Estado Parte en el Convenio que las aceptare cuando éstas hayan sido aceptadas por la mayoría de los Estados partes en el Convenio, y en lo sucesivo para cada Estado restante que sea Parte en el Convenio en la fecha en que las acepte.

ARTICULO XXVI

Diez años después de la entrada en vigor del presente Convenio, se incluirá en el programa provisional de la Asamblea General de las Naciones Unidas la cuestión de un nuevo examen de este Convenio, a fin de estudiar, habida cuenta de la anterior aplicación del Convenio si es necesario revisarlo. No obstante, en cualquier momento una vez que el Convenio lleve cinco años en vigor, a petición de un tercio de los Estados Partes en este Convenio y con el asentimiento de la mayoría de ellos, habrá de reunirse una conferencia de los Estados Partes con miras a reexaminar este Convenio.

ARTICULO XXVII

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

ARTICULO XXVIII

El presente Convenio, cuyos textos en inglés, ruso, francés, español y chino son igualmente auténticos, se depositará en los archivos de los Gobiernos depositarios. Los Gobiernos depositarios remitirán copias debidamente certificadas de este Convenio a los Gobiernos de los Estados signatarios y de los Estados que se adhieran al Convenio.

外空物體所造成損害之國際責任公約

本公約締約國，

確認全體人類對於促進爲和平目的而從事外空之探測及使用，同表關注，

覆按關於各國探測及使用外空包括月球與其他天體之活動所應遵守原則之條約，

鑒於從事發射外空物體之國家及國際政府間組織雖將採取種種預防性措施，但此等物體可能間或引起損害，

確認亟需制定關於外空物體所造成損害之責任之有效國際規則與程序，以特別確保對此等損害之受害人依本公約規定迅速給付充分及公允之賠償，

深信此種規則與程序之制訂有助於加強爲和平目的探測及使用外空方面之國際合作，

爰議定條款如下：

第一條

就適用本公約而言：

(a) 稱"損害"者，謂生命喪失，身體受傷或健康之其他損害；國家或自然人或法人財產或國際政府間組織財產之損失或損害；

(b) 稱"發射"者，包括發射未遂在內；

(c) 稱"發射國"者，謂：

(i) 發射或促使發射外空物體之國家；

(ii) 外空物體自其領土或設施發射之國家；

(d) 稱"外空物體"者，包括外空物體之構成部份以及該物體之發射器與發射器之部分。

第二條

發射國對其外空物體在地球表面及對飛行中之航空機所造成之損害，應負給付賠償之絕對責任。

第三條

遇一發射國外空物體在地球表面以外之其他地方對另一發射國之外空物體或此種外空物體所載之人或財產造成損害時，唯有損害係由於前一國家之過失或其所負責之人之過失，該國始有責任。

第四條

一、遇一發射國之外空物體在地球表面以外之其他地方對另一發射國之外空物體或此種外空物體所載之人或財產造成損害，並因此對第三國或對第三國之自然人或法人造成損害時，前二國在下列範圍內對第三國應負連帶及個別責任：

(a) 倘對第三國之地球表面或飛行中之航空機造成損害對第三國應負絕對責任；

(b) 倘對地球表面以外其他地方之第三國之外空物體或此種物體所載之人或財產造成損害，對第三國所負之責任視前二國中任何一國之過失或任何一國所負責之人之過失而定。

二 就本條第一項所稱負有連帶及個別責任之所有案件而言，對損害所負之賠償責任應按前二國過失之程度分攤之；倘該兩國每造過失之程度無法斷定，賠償責任應由該兩國平均分攤之。 此種分攤不得妨碍第三國向負有連帶及個別責任之發射國之任何一國或全體索取依據本公約應予給付之全部賠償之權利。

第五條

一 兩個或兩個以上國家共同發射外空物體時，對所造成之任何損害應負連帶及個別責任。

二 已給付損害賠償之發射國有權向參加共同發射之其他國家要求補償。 參加共同發射之國家得就其負有連帶及個別責任之財政義務之分攤，訂立協議。 此種協議不得妨碍遭受損害之國家向負有連帶及個別責任之發射國之任何一國或全體索取依據本公約應予給付之全部賠償之權利。

三 外空物體自其領土或設施發射之國家應視爲共同發射之參加國。

第六條

一 除本條第二項另有規定者外，絕對責任應依發射國證明損害全部或部份係由求償國或其所代表之自然人或法人之重大疏忽或意在造成損害之行爲或不行爲所致之程度，予以免除。

二 遇損害之造成係因發射國從事於國際法，尤其是聯合國憲章及關於各國探測及使用外空包括月球與其他天體之活動所應遵守原則之條約不符之活動時，不得免除任何責任。

第七條

本公約之規定不適用於發射國之外空物體對下列人員所造成之損害：

(a) 該發射國之國民；

(b) 外國國民，在自該外空物體發射時或其後之任何階段至降落時爲止參加該物體操作之時期內，或在受該發射國之邀請而在預定發射或收回地區緊接地帶之時期內。

第八條

一 一國遭受損害或其自然人或法人遭受損害時得向發射國提出賠償此等損害之要求。

二 倘原籍國未提出賠償要求，另一國得就任何自然人或法人在其領域內所受之損害，向發射國提出賠償要求。

三 倘原籍國或在其領域內遭受損害之國家均未提出賠償要求或通知有提出賠償要求之意思，另一國得就其永久居民所受之損害，向發射國提出賠償要求。

第九條

賠償損害之要求應循外交途徑向發射國提出。 一國如與關係發射國無外交關係，得請另一國向該發射國代其提出賠償要求，或以其他方式代表其依本公約所有之利益。 該國並得經由聯合國秘書長提出其賠償要求，但以求償國與發射國均係聯合國會員國爲條件。

第十條

一、 賠償損害之要求得於損害發生之日或認明應負責任之發射國之日起一年內向發射國提出之。

二、 一國倘不知悉損害之發生或未能認明應負責任之發射國，得於獲悉上述事實之日起一年內提出賠償要求；但無論如何，此項期間自求償國若妥爲留意按理當已知悉此等事實之日起不得超過一年。

三、 本條第一項及第二項所規定之時限，縱使損害之全部情況尚不知悉，亦適用之。 但遇此種情形時，求償國有權在此種時限屆滿以後至知悉損害之全部情況之一年後爲止，修訂其要求並提出增補文證。

第十一條

一、 依本公約向發射國提出賠償損害要求，無須事先竭盡求償國或其所代表之自然人或法人可能有之一切當地補救辦法。

二、 本公約不妨碍一國或其可能代表之自然人或法人向發射國之法院、行政法庭或機關進行賠償要求。 但一國已就所受損害在發射國之法院、行政法庭或機關中進行賠償要求者，不得就同一損害，依本公約或依對關係各國均有拘束力之另一國際協定，提出賠償要求。

第十二條

發射國依本公約負責給付之損害賠償額應依照國際法及公正與衡平原則決定，俾就該項損害所作賠償得使提出賠償要求所關涉之自然人或法人，國家或國際組織恢復損害未發生前之原有狀態。

第十三條

除求償國與依照本公約應給付賠償之國家另就賠償方式達成協議

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者外，賠償之給付應以求償國之貨幣爲之，或於該國請求時，以賠償國之貨幣爲之。

第十四條

倘賠償要求未能於求償國通知發射國已提出賠償要求文證之日起一年內依第九條規定經由外交談判獲得解決，關係各方應於任一方提出請求時設立賠償要求委員會。

第十五條

一 賠償要求委員會由委員三人組成，其中一人由求償國指派，一人由發射國指派，第三人由雙方共同選派，擔任主席。 每一方應於請求設立賠償要求委員會之日起兩個月內指派其人員。

二 倘主席之選派未能於請求設立委員會之日起四個月內達成協議，任一方得請聯合國秘書長另於兩個月期間內指派之。

第十六條

一 倘一當事方未於規定期限內指派其人員，主席應依另一當事方之請求組成單人賠償要求委員會。

二 委員會以任何原因而有委員出缺應依指派原有人員所用同樣程序補實之。

三 委員會應自行決定其程序。

四 委員會應決定其一個或數個開會地點及一切其他行政事項。

五 除單人賠償要求委員會所作決定與裁決外，委員會之一切決定與裁決均應以過半數表決爲之。

第十七條

賠償要求委員會之委員人數不得因有兩個或兩個以上求償國或發射國共同參加委員會對任一案件之處理而增加。 共同參加之求償國應依單一求償國之同樣方式與同等條件會同指派委員會委員一人。兩個或兩個以上發射國共同參加時，應依同樣方式會同指派委員會委員一人。 倘求償國或發射國未在規定期限內指派人選，主席應組成單人委員會。

第十八條

賠償要求委員會應決定賠償要求是否成立，並於須付賠償時訂定應付賠償之數額。

第十九條

一、 賠償要求委員會應依照第十二條之規定行事。

二、 如各當事方同意，委員會之決定應具確定性及拘束力；否則委員會應提具確定之建議性裁決，由各當事方一秉善意予以考慮。委員會應就其決定或裁決列舉理由。

三、 委員會應儘速提出決定或裁決，至遲於委員會成立之日起一年內爲之，但委員會認爲此項期限有展延必要者不在此限。

四、 委員會應公布其決定或裁決。 委員會應將決定或裁決之正式副本送達各當事方及聯合國秘書長。

第二十條

賠償要求委員會之費用應由各當事方同等擔負，但委員會另有決定者不在此限。

第二十一條

倘外空物體所造成之損害對人命有大規模之危險或嚴重干擾人民之生活狀況或重要中心之功能，各締約國尤其發射國應於遭受損害之國家請求時，審查能否提供適當與迅速之援助。 但本條之規定不影響各締約國依本公約所有之權利或義務。

第二十二條

一 本公約所稱國家，除第二十四條至第二十七條外，對於從事外空活動之任何國際政府間組織，倘該組織聲明接受本公約所規定之權利及義務，且該組織過半數會員國係本公約及關於各國探測及使用外空包括月球與其他天體之活動所應遵守原則之條約之締約國者，均適用之。

二 凡爲本公約締約國之任何此種組織會員國應採取一切適當步驟確保該組織依照前項規定發表聲明。

三 倘一國際政府間組織依本公約之規定對損害負有責任，該組織及其會員國中爲本公約當事國者應負連帶及個別責任；但：

(a) 此種損害之任何賠償要求應首先向該組織提出；

(b) 唯有在該組織於六個月期間內未給付經協議或決定作爲此種損害之賠償之應付數額時，求償國始得援引爲本公約締約國之會員國所負給付該數額之責任。

四 凡遵照本公約規定爲已依本條第一項發表聲明之組織所受損害提出之賠償要求，應由該組織內爲本公約締約國之一會員國提出。

第二十三條

一 本公約之規定對於現行其他國際協定，就此等國際協定各締約國間之關係言，不發生影響。

二 本公約規定不妨碍各國締結國際協定，重申、補充或推廣本公約各條款。

第二十四條

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

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

三 本公約應於第五件批准文件交存時發生效力。

四 對於在公約發生效力後交存批准或加入文件之國家，本公約應於其交存批准或加入文件之日發生效力。

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

六 本公約應由保管政府遵照聯合國憲章第一百零二條規定辦理登記。

第二十五條

本公約任何締約國得對本公約提出修正。 修正對於接受修正之每一締約國應於多數締約國接受時發生效力，嗣後對於其餘每一締約國應於其接受之日發生效力。

第二十六條

本公約生效十年後應將檢討本公約之問題列入聯合國大會臨時議程，以便參照公約過去實施情形審議是否須作修訂。 但公約生效五

年後之任何時期，依公約三分之一締約國請求並經締約國過半數之同意，應召開本公約締約國會議以檢討本公約。

第二十七條

本公約任何締約國得在本公約生效一年後以書面通知保管政府退出公約。 退出應自接獲此項通知之日起一年後發生效力。

第二十八條

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

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

DONE in triplicate, at the cities of Washington, London and Moscow, this twenty-ninth day of March, one thousand nine hundred and seventy-two.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должным образом на то уполномоченные, подписали настоящую Конвенцию.

СОВЕРШЕНО в трех экземплярах в городах Вашингтоне, Лондоне и Москве двадцать девятого дня марта, тысяча девятьсот семьдесят второго года.

EN FOI DE QUOI les soussignés, dûment habilités à cet effet, ont signé la présente Convention.

FAIT en trois exemplaires, à Washington, Londres et Moscou, le vingt-neuvième jour de mars mil neuf cent soixante-douze.

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

HECHO en tres ejemplares en las ciudades de Washington, Londres y Moscú, el día veintinueve de marzo de mil novecientos setenta y dos.

為此，下列代表，各秉正式授予之權，
謹簽字於本公約，以昭信守。

本公約共繕三份，於公曆一千九百七十二年
三月二十九日訂於華盛頓、倫敦及莫斯科。

FOR THE UNITED STATES OF AMERICA:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA:
美利堅合衆國:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:
大不列顛及北愛爾蘭聯合王國:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:
POR LA UNION DE REPUBLICAS SOCIALISTAS SOVIETICAS:
蘇維埃社會主義共和國聯邦:

TIAS 7762

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

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

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

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

FOR ZAIRE:
ЗА ЗАИРА:
POUR LE ZAIRE:
POR ZAIRE:

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

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

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

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

FOR COSTA RICA:
ЗА КОСТА-РИКУ:
POUR LE COSTA RICA:
POR COSTA RICA:
哥斯大黎加:

FOR DAHOMEY:
ЗА ДАГОМЕЮ:
POUR LE DAHOMEY:
POR EL DAHOMEY:
達荷美:

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

FOR COLOMBIA:
ЗА КОЛУМБИЮ:
POUR LA COLOMBIE:
POR COLOMBIA:
哥倫比亞:

J. Boten Rah

FOR THE REPUBLIC OF CHINA:
ЗА КИТАЙСКУЮ РЕСПУБЛИКУ:
POUR LA REPUBLIQUE DE CHINE:
POR LA REPUBLICA DE CHINA:
中華民國:

James C. H. Chen 陳 剛 虹

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

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

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

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

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

Seán Ó hLúcháin

FOR MONGOLIA:
ЗА МОНГОЛИЮ:
POUR LA MONGOLIE:
POR MONGOLIA:
蒙古:

10 April 1972

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

Štefan Gašparovič

TIAS 7762

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

FOR BOTSWANA:
ЗА БОТСВАНУ:
POUR LE BOTSWANA:
POR BOTSWANA:
波扎那:

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

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

R. Chalmers

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

FOR IRAN:
ЗА ИРАН:
POUR L'IRAN:
POR IRAN:
伊朗:

TIAS 7762

30-236 O - 75 - 79

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

Corneliu Bogdan

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

FOR THE KHMER REPUBLIC:
ЗА РЕСПУБЛИКУ ХМЕР:
POUR LA REPUBLIQUE KHMERE:
POR LA REPUBLICA KHMER:
柬埔寨共和國:

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

J. S. F. Botha

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

N. Fakhouri

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

FOR GUATEMALA:
ЗА ГВАТЕМАЛУ
POUR LE GUATEMALA:
POR GUATEMALA.
瓜地馬拉

FOR TUNISIA.
ЗА ТУНИС
POUR LA TUNISIE.
POR TUNEZ.
突尼西亞

FOR MOROCCO:
ЗА МАРОККО·
POUR LE MAROC:
POR MARRUECOS:
摩洛哥

FOR THE REPUBLIC OF KOREA:
ЗА КОРЕЙСКУЮ РЕСПУБЛИКУ:
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA:
大韓民國:

FOR SPAIN:
ЗА ИСПАНИЮ:
POUR L'ESPAGNE:
POR ESPAÑA:
西班牙:

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

March 31 1972.

FOR MALI:
ЗА МАЛИ:
POUR LE MALI:
POR MALI:
馬利：

10th April 1972

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

10th April 1972

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

10th april 1972

FOR GREECE:
ЗА ГРЕЦИЮ:
POUR LA GRECE:
POR GRECIA:
希臘:

Subject to Ratification

April 12th 1972.

FOR SENEGAL:
ЗА СЕНЕГАЛ:
POUR LE SENEGAL:
POR EL SENEGAL:
塞内加爾:

April 14th 1972.

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

19/4 - 72

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

Sujeto a ratificación

april 25th, 1972

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

Jean Wagner

april 25th 1972

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

april 26, 1972

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

27. 4. 1972
christophe MAÏDOU

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

May 12, 1972.

FOR JORDAN:
ЗА ИОРДАНИЮ:
POUR LA JORDANIE:
POR JORDANIA:
約旦

May 25, 1972

FOR NIGER:
ЗА НИГЕР·
POUR LE NIGER:
POR NIGER:
尼日尔

May 24th 1972

FOR AUSTRIA.
ЗА АВСТРИЮ:
POUR L'AUTRICHE.
POR AUSTRIA.
奥地利

My 30th 1972

FOR TANZANIA:
ЗА ТАНЗАНИЮ:
POUR LA TANZANIE.
POR TANZANIA.
坦尚尼亞

May 31, 1972

FOR THE GAMBIA.
ЗА ГАМБИЮ:
POUR LA GAMBIE
POR LA GAMBIA.
冈比亚

2/6/72

FOR KUWAIT:
ЗА КУВЕЙТ:
POUR LE KOWEIT:
POR KUWAIT:
科威特:

6/7/1972

FOR NEW ZEALAND:
ЗА НОВУЮ ЗЕЛАНДИЮ:
POUR LA NOUVELLE-ZELANDE:
POR NUEVA ZELANDA:
紐西蘭

Frank Corner

19 June 1972

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

19 June 1972

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

13 July 1972

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

17 July 1972.

FOR SINGAPORE:
ЗА СИНГАПУР:
POUR SINGAPOUR:
POR SINGAPUR:
新加坡

19 July 1972

FOR PAKISTAN:
ЗА ПАКИСТАН:
POUR LE PAKISTAN:
POR PAKISTAN:
巴基斯坦

10th August 1972

FOR THE PHILIPPINES:
ЗА ФИЛИППИНЫ:
POUR LES PHILIPPINES:
POR LAS FILIPINAS:
菲律賓

Aug. 22nd/1972.

Note by the Department of State

Signatories at Washington to the Convention on International Liability for Damage Caused by Space Objects [1]

Opened for signature on March 29, 1972 at Washington, London and Moscow

FOR THE UNITED STATES OF AMERICA:

WILLIAM P. ROGERS

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

CROMER

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

A DOBRYNIN

FOR LAOS:

T. KHAMMAO

FOR ICELAND:

GUDM. I. GUDMUNDSSON

FOR MEXICO:

DR JOSÉ JUAN DE OLLOQUI

FOR FINLAND:

OLAVI MUNKKI

FOR ZAIRE:

ILEKA MBOYO

FOR NORWAY:

ARNE GUNNENG

FOR HUNGARY:

DR. SZABÓ KÁROLY

FOR ARGENTINA:

CARLOS M. MUÑIZ

FOR BULGARIA:

DR L GUERASSIMOV

FOR COSTA RICA:

R A ZÚÑIGA

FOR DAHOMEY:

WILFRID DE SOUZA

FOR SWITZERLAND:

F. SCHNYDER

FOR COLOMBIA:

D. BOTERO BOSHELL

FOR THE REPUBLIC OF CHINA:

JAMES C. H. SHEN

FOR HONDURAS:

ROBERT GALVEZ B

FOR BELGIUM:

WALTER LORIDAN

FOR BURUNDI:

NSANZE TÉRENCE

FOR POLAND:

TRAMPCZYNSKI

FOR IRELAND:

SEÁN Ó hÉIDEÁIN

FOR MONGOLIA:

M DUGERSUREN
10 April 1972

FOR CZECHOSLOVAKIA:

DR DUŠAN SPÁČIL

---

[1] Signatures affixed March 29, 1972, unless otherwise indicated.

FOR NICARAGUA:

GUILLERMO SEVILLA-SACASA

FOR BOTSWANA:

CHIEF LINCHWE II

FOR ITALY:

EGIDIO ORTONA

FOR HAITI:

R. CHALMERS

FOR EL SALVADOR:

J A RIVERA

FOR IRAN:

DR. A. ASLAN AFSHAR

FOR ROMANIA:

CORNELIU BOGDAN

FOR VENEZUELA:

LUIS UGUETO

FOR THE KHMER REPUBLIC:

SONN

FOR SOUTH AFRICA:

J. S. F. BOTHA

FOR LEBANON:

N. KABBANI

FOR RWANDA:

FIDÈLE NKUNDABAGENZI

FOR GUATEMALA:

J. ASENSIO WUNDERLICH

FOR TUNISIA:

SLAHEDDINE EL GOULLI

FOR MOROCCO:

BADREDDINE SENOUSSI

FOR THE REPUBLIC OF KOREA:

HO EUL WHANG [Romanization]

FOR SPAIN:

ANGEL SAGAZ

FOR GHANA:

EBENEZER MOSES DEBRAH
March 31 1972

FOR MALI:

S. TRAORÉ
10th April 1972

FOR TOGO:

E A MAWUSSI
10th April 1972

FOR PERU:

F. BERCKEMEYER
10th April 1972

FOR GREECE:

Subject to Ratification

B VITSAXIS

April 12th 1972

FOR SENEGAL:

A. J. COULBARY

April 14th 1972

FOR DENMARK:

EYVIND BARTELS

19/4—72

FOR ECUADOR:

Sujeto a ratificación

ORLANDO GABELA

April 25th, 1972

FOR LUXEMBOURG:

JEAN WAGNER

April 25th 1972

FOR THE DOMINICAN REPUBLIC:

S. ORTIZ

April 26, 1972

TIAS 7762

FOR THE CENTRAL AFRICAN REPUBLIC:

27 . 4 . 1972

CHRISTOPHE MAIDOU

FOR CYPRUS:

A NICOLAIDES

May 12, 1972

FOR JORDAN:

Z MUFTI

May 25, 1972

FOR NIGER:

May 24th 1972

O G YOUSSOUFOU

FOR AUSTRIA:

May 30th 1972

GRUBER

FOR TANZANIA:

SHILAM [G.M. RUTABANZIBWA]

May 31, 1972

FOR THE GAMBIA:

ANDREW DAVID CAMARA

2/6/72

FOR KUWAIT:

SALEM S. AL-SABAH [Romanization]

6/7/1972

FOR NEW ZEALAND:

FRANK CORNER

19 June 1972

FOR NEPAL:

KUL SHEKHAR SHARMA

19 June 1972

FOR BRAZIL:

JOÃO AUGUSTO DE ARAUJO CASTRO

13 July 1972

FOR SIERRA LEONE:

J. A. C. DAVIES

17 July 1972

FOR SINGAPORE:

E. S. MONTEIRO

19 July 1972

FOR PAKISTAN:

S M KHAN

10th August 1972

FOR THE PHILIPPINES:

EDUARDO ROMUALDEZ

Aug. 22nd/1972

COLOMBIA

Control and Eradication of Foot-and-Mouth Disease

Agreement effected by exchange of notes
Dated at Bogotá November 27, December 3, 14 and 17, 1973;
Entered into force December 17, 1973.
With agreement between the United States Department of Agriculture and the Colombian Ministry of Agriculture
Signed at Bogotá August 18, 1973.

The Colombian Ministry of Foreign Affairs to the American Embassy

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE. CT. EUA. 7069

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de hacer referencia al Acuerdo entre el Ministerio de Agricultura de la República de Colombia y el Departamento de Agricultura de los Estados Unidos de América para la Erradicación de la Fiebre Aftosa en las Areas Adyacentes a la Frontera Colombo-Panameña firmado en Bogotá el 14 de junio de 1.973.

En relación al mismo la Cancillería expresa su aprobación a los términos del citado Instrumento que servirá los intereses ganaderos del país.

Al manifestar lo anterior el Ministerio de Relaciones Exteriores hace propicia la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América los sentimientos de su más alta y distinguida consideración,

RSL

BOGOTÁ.D.E., *Noviembre 27 de 1.973*

30-236 O - 75 - 80

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE. CT. EUA. 7069

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Agreement between the Ministry of Agriculture of the Republic of Colombia and the Department of Agriculture of the United States of America for the Eradication of Foot-and-Mouth Disease in the Areas Adjacent to the Colombian-Panamanian Border, signed at Bogota on June 14, 1973.

In this connection, the Foreign Ministry expresses its approval of the terms of the said instrument, which will serve the country's stockbreeding interests.

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

[SEAL] [Initialed]

BOGOTA, D. E., *November 27, 1973*

The Colombian Ministry of Foreign Affairs to the American Embassy

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE. CT. EAU. 7188

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a la nota No. AE-CT-EUA 7069 del pasado 27 de Noviembre enviada por la Cancillería, para aclarar que la fecha de firma del Acuerdo entre el Ministerio de Agricultura de la República de Colombia y el Departamento de Agricultura de los Estados Unidos de América para la Erradicación de la Fiebre Aftosa en las areas adyacentes a la Frontera Colombo-Panameña es agosto 18 de 1973.

Al expresar lo anterior el Ministerio de Relaciones Exteriores hace propicia la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América los sentimientos de su más alta y distinguida consideración.

BOGOTÁ, D.E. *Diciembre 3 de 1.973*

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE. CT. EAU. 7188

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to this Ministry's note No. AE–CT–EUA 7069 of November 27, 1973, in order to clarify that the date of signature of the Agreement between the Ministry of Agriculture of the Republic of Colombia and the Department of Agriculture of the United States of America for the Eradication of Foot-and-Mouth Disease in the Areas Adjacent to the Colombian-Panamanian Border was August 18, 1973.

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

[SEAL] [Initialed]

BOGOTA, D.E., *December 3, 1973*

The Colombian Ministry of Foreign Affairs to the American Embassy

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE. CT. EUA. 7485

El Ministerio de Relaciones Exteriores saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de hacer referencia a las notas Nos. AE CT EUA 7069 del 27 de noviembre del año en curso y 7188 del 3 de Diciembre relativas a la aceptación del Acuerdo entre el Ministerio de Agricultura de la República de Colombia y el Departamento de Agricultura de los Estados Unidos de América para la erradicación de la Fiebre Aftosa en las áreas adyacentes a la frontera Colombo-Panameña.

En relación con las mismas tiene el agrado de manifestar a esa Ilustrada Misión que la versión castellana del Acuerdo que se anexa a la presente se considera como el texto oficial y válido del citado Acuerdo.

Al expresar lo anterior la Cancillería hace propicia la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América los sentimientos de su más alta y distinguida consideración.

BOGOTÁ, *Diciembre 14 de 1.973*

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE. CT. EUA. 7485

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to notes Nos. AE CT EUA 7069 of November 27 and 7188 of December 3, 1973, concerning the acceptance of the Agreement between the Ministry of Agriculture of the Republic of Colombia and the Department of Agriculture of the United States of America for the Eradication of Foot-and-Mouth Disease in the Areas Adjacent to the Colombian-Panamanian Border.

In this connection, the Ministry has the pleasure to inform the Embassy that the Spanish text of the Agreement, attached hereto, is considered the official and valid text of the Agreement.

The Foreign Ministry 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.

[SEAL] [Initialed]

BOGOTA, *December 14, 1973*

CONVENIO ENTRE EL MINISTERIO DE AGRICULTURA DEL GOBIERNO DE COLOMBIA Y EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMERICA [1]

I. PROPOSITO

El propósito de este Convenio es el de establecer los términos bajo los cuales el Ministerio de Agricultura del Gobierno de Colombia (llamado de ahora en adelante, el Ministerio), y el Departamento de Agricultura de los Estados Unidos de América (llamado de ahora en adelante, el USDA), colaborarán en un programa orientado para controlar y erradicar la fiebre aftosa (FMD) en ciertas zonas del noroeste de Colombia (ver el mapa de la región que se agrega a este documento como Anexo 1), y prevenir la diseminación de esta enfermedad desde Colombia, como resultado de la construcción de la carretera del Tapón del Darién. Conforme a los términos de este Convenio que se celebra en virtud del Convenio General de Asistencia Económica, Técnica y Afín, suscrito por el Gobierno de los Estados Unidos de América y el Gobierno de Colombia el 23 de Julio de 1962, y en virtud de la Ley 92–152 que autoriza al Secretario de Agricultura

[1] For the English language text, see p. 2499.

de los Estados Unidos a colaborar con el Gobierno de Colombia en la prevención, control y erradicación del FMD y otras enfermedades contagiosas de animales, el USDA y el Ministerio suministrarán recursos técnicos y financieros que permitan la ejecución de las medidas tendientes a lograr los objetivos de este Convenio.

II. OBJETIVO

El objetivo de este Convenio es el de acelerar las actividades de control y erradicación de la fiebre aftosa, que adelanta el Gobierno de Colombia por medio del Ministerio de Agricultura y el Instituto Colombiano Agropecuario ICA en la región de Urabá, designada en el Anexo 1, como Areas I y II y prevenir la diseminación de la fiebre aftosa a las áreas que actualmente están libres de la enfermedad.

Este programa se considera como parte del Plan Nacional de Desarrollo, que adelanta el Gobierno de Colombia en esa región.

III. TERMINOS

A. De acuerdo con el anterior propósito y objetivo el Ministerio y el USDA acuerdan:

1. Establecer en el ICA un Programa Cooperativo de control de FMD (llamado de aquí en adelante, El Programa), con el fin de ejecutar todas las medidas recomendadas en el Informe del Grupo Conjunto Técnico de Colombia y de los Estados Unidos, de fecha 14 de Junio de 1973, sobre Prevención y Control de la Fiebre Aftosa en las áreas adyacentes a la frontera Colombo-Panameña (llamado de aquí en adelante, El Informe), el cual, forma parte integrante de este Convenio como Anexo 2. Este programa será administrado y ejecutado por el ICA. El ICA coordinará las actividades de las demás entidades involucradas en el programa. Con este fin, el Gerente General del ICA, con la aprobación del Ministro de Agricultura, nombrará de tiempo completo, un Director Ejecutivo del Programa. El Director administrará, controlará y supervisará todas las actividades del programa. El USDA designará un Consejero Técnico Jefe. El Gerente General del ICA, el Director del Programa y el Consejero Técnico Jefe cooperarán en los aspectos técnicos y financieros del programa.

2. Establecer un Comité Consultivo (llamado de aquí en adelante, Comité) el cual deberá reunirse por lo menos cada seis meses para revisar los resultados del Programa, proveer criterios para el futuro desarrollo del Programa y revisar Planes de Trabajo y Presupuestos como sea apropiado. El Comité estará conformado por el Director y el Consejero Técnico Jefe del Programa, tres miembros nombrados por el Ministerio y tres miembros nombrados por el USDA.

3. Aceptar y hacer que se ejecuten las recomendaciones del Informe.

4. Disponer de los recursos financieros y técnicos suministrados por el Ministerio y el USDA, en estricta conformidad con las disposiciones de este Convenio.

5. Realizar las actividades del Programa, además de cumplir los compromisos actuales de Colombia bajo el Programa del FMD del ICA–BID en las Areas I y II.

B. De acuerdo con los propósitos, objetivos y términos anteriormente mencionados, el Ministerio conviene en contribuir, de sus propios recursos presupuestales, de los fondos disponibles del Programa de Fiebre Aftosa del ICA–BID ó de otras fuentes, la parte de costos de construcción, equipo, personal y gastos de funcionamiento del Programa, de acuerdo con lo establecido en los Presupuestos y Planes de Trabajo descritos en la Sección IV de este Convenio.

C. De acuerdo con el propósito y objetivo mencionados anteriormente, el USDA acuerda:

1. Suministrar los servicios de una persona calificada para desempeñar el cargo de Consejero Técnico Jefe y proveer los servicios de cualquier otro personal del USDA que sea requerido para realizar los propósitos de colaboración técnica en la detección, control, erradicación de la fiebre aftosa; mantenimiento de equipo; vigilancia; y cualquier otra participación en el Programa, de acuerdo con los términos de este Convenio.

2. Suministrar, sujeto a la disponibilidad de fondos, hasta la suma de $7.8 millones de dólares durante un período de cinco (5) años, para sufragar los costos del Programa, incluyendo los costos del personal del USDA durante el primer año. Para los años siguientes, se adicionarán los costos correspondientes al personal del USDA. De esta cantidad, se pone a disposición del Programa objeto de este Convenio, la suma de $2 millones, que deben ser considerados como aporte obligado, una vez que haya entrado en vigencia el presente Convenio.

IV. FINANCIACION

Con anterioridad a cualquier desembolso de fondos por el USDA, el Ministerio y el USDA acordarán por escrito, un Plan de Trabajo y un Presupuesto de Inversión y de Gastos de Funcionamiento para el primer año del Programa. Se considera que el primer año del Programa, comenzará cuando el Acuerdo entre en vigencia y terminará al final del año calendario siguiente. Con anterioridad a los desembolsos para cualquier año siguiente, el ICA en consulta con el Consejero Técnico Jefe, prepararán un Presupuesto y Plan de Trabajo anuales, los cuales deberán ser revisados por el Comité y aprobados por el Ministerio y el USDA.

El ICA deberá establecer en un Banco aceptado por el Ministerio y el USDA, una Cuenta Especial en pesos (llamada de aquí en adelante, Cuenta en Pesos) para atender los desembolsos en pesos. Una vez aprobados el Presupuesto y el Plan de Trabajo para el primer año del Programa por el Ministerio y el USDA, el USDA hará que se deposite en dicha Cuenta en Pesos, un avance inicial. Los desembolsos de la Cuenta en Pesos deberán ser aprobados por el Director del Programa y autorizados por el Gerente General del ICA. Los reembolsos a la Cuenta en Pesos se harán trimestralmente, por el

Consejero Técnico Jefe de acuerdo con los programas de trabajo establecidos para ese período, o con la frecuencia que requiera e Programa. Los costos en dólares serán sufragados por medio de una Carta de Compromiso o mediante desembolsos directos por el USDA a nombre del Programa.

Los gastos que no hayan sido programados y aprobados durante el proceso normal del presupuesto, deberán ser aprobados específicamente por el Director del Programa y el Consejero Técnico Jefe.

V. OTROS TERMINOS Y CONDICIONES

A. El Consejero Técnico Jefe y todo el personal de USDA que participen en el Programa deberán tener plena oportunidad de participar en todos los aspectos del Programa, acceso completo a toda la información y facilidades relativas al Programa y podrán viajar libremente en las áreas en donde se va a desarrollar el Programa.

B. Los funcionarios y empleados del USDA, que trabajan en el Programa, deberán ser considerados miembros de la Misión Especial a que hace referencia el Convenio General de Asistencia Económica, Técnica y Afín, de fecha 23 de Julio de 1962, y deberán disfrutar de los privilegios, inmunidades y excepciones establecidas por los Artículos III y IV(b) de ese Convenio. Los fondos, equipo y suministros empleados por el USDA para la ejecución del Programa deberán recibir el tratamiento establecido en los Artículos IV(a) y V del Convenio General.

C. El Ministerio tendrá el derecho de solicitar, por una causa justificada, el reemplazo del Consejero Técnico Jefe, o cualquier persona del USDA que estén participando en el Programa.

D. El ICA deberá llevar y mantener libros y archivos relativos tanto del Programa como a este Convenio conforme a principios sólidos de contabilidad y a prácticas aplicadas consistentemente.

Tales libros y archivos deberán demostrar en forma adecuada y sin ninguna limitación, el recibo y uso de los bienes y servicios adquiridos con los fondos desembolsados conforme a este Convenio y señalar los adelantos del Programa.

Tales libros y archivos deberán ser auditados regularmente por auditores aceptables al USDA, de acuerdo con normas sólidas de auditoría, durante los períodos de tiempo y en los intervalos que el USDA pueda requerir y tales libros y archivos deberán ser mentenidos por cinco años a partir de la fecha del último desembolso del USDA bajo este Convenio.

E. Los representantes autorizados del Gobierno de los Estados Unidos deberán tener el derecho, en cualquier ocasión que se considere razonable, de inspeccionar los sitios del Programa, la utilización de todos los bienes y servicios financiados con fondos de los Estados Unidos, los libros y archivos y cualquier otro documento relacionado con el Programa y con la financiación de los Estados Unidos, y a mantener un control de inventario con respecto a todos los equipos y materiales financiados por los Estados Unidos.

F. En el caso de que cualquier desembolso no sea hecho o utilizado de acuerdo con los términos de este Convenio, el USDA podrá exigir el reembolso de tal suma en dólares de los Estados Unidos al USDA, dentro de los treinta días posteriores al recibo del tal solicitud. El derecho del USDA de requerir el reembolso con respecto a cualquier desembolso hecho bajo este Convenio deberá continuar por los cinco años siguientes a la fecha de tal desembolso.

G. El presente Convenio podrá ser reformado por medio de correspondencia escrita intercambiada entre el Ministerio y el USDA y confirmada por un cambio de notas entre los dos Gobiernos.

H. Este Convenio quedará en vigor hasta un período de 90 (noventa) días después de la fecha en que cualquiera de las partes del Convenio haya dado mediante una nota por escrito noticia de su deseo de terminarlo. En el caso de tal terminación, el Director deberá disminuir al mínimo o hacer que se disminuyan al mínimo los gastos y obligaciones durante el período de 90 días.

I. El presente Convenio deberá entrar en vigencia a partir de la fecha del cambio de notas entre el Gobierno de Colombia y el Gobierno de los Estados Unidos de América, confirmando sus términos y disposiciones.

Departamento de Agricultura de los Estados Unidos	*Ministerio de Agricultura de la República de Colombia*
Departamento de Estado	*Instituto Colombiano Agropecuario*

INFORME DE LA COMISION TECNICA CONJUNTA DE COLOMBIA Y ESTADOS UNIDOS PARA LA PREVENCION Y EL CONTROL DE LA FIEBRE AFTOSA EN LAS AREAS ADYACENTES A LA FRONTERA ENTRE PANAMA Y COLOMBIA

La Comisión Técnica conjunta de Colombia y los Estados Unidos después de haber visitado y estudiado los programas de fiebre aftosa, propuestos para ser desarrollados en las áreas adyacentes a la Frontera Colombo-Panameña, recomienda que las siguientes acciones son necesarias para establecer las bases de un programa efectivo de preventión y control de la fiebre aftosa:

I. Establecimiento del Parque Nacional "Los Katios"

A. Límites del Parque

Comenzando en el Mojón No. 1 situado en el punto más alto del "Alto Limón," el límite es una línea recta hacia el sureste hasta el Mojón No. 2 que está localizado en el lado occidental del camino que

de Sautatá conduce el "Morro de Censión"; desde este punto se sigue en línea recta hasta el Mojón No. 2A, que está localizado a dos (2) kilómetros al occidente de la casa de la Hacienda Sautatá; desde este punto se sigue una línea recta hasta el Mojón No. 3, localizado en la convergencia del camino Sautatá-Morro de Censión con la margen occidental (izquierda) del Río Atrato; desde este punto se sigue por la margen occidental (izquierda) cel Río Atrato hasta el Mojón No. 4, localizado en la desembocadura del Río Perancho en el Atrato; desde este punto se sigue la margen norte (izquierda) del Río Perancho hasta el Mojón No. 5, localizado en la desembocadura del Río Cacarica en el Perancho. Desde este punto se sigue aguas arriba por el Río Cacarica hasta la frontera Colombo-Panameña (Mojón No. 6); localizado en el punto de intersección entre el Río Cacarica y la Frontera Colombo-Panameña; luego se sigue la frontera hacia el noreste hasta el Mojón No. 7, localizado en el punto de intersección entre la frontera y la línea de 600 m.s.n.m.; y desde este punto una línea recta hacia el sur hasta el Mojón No. 1.

B. Actividades Permitidas

1. Unicamente se permitirán las actividades propias de la construcción de la carretera del Tapón Del Darién y del establecimiento del parque. No se permitirá la construcción de otras carreteras de enlace.

2. Todas las personas y animales que actualmente existen en el parque, a excepción de los indígenas, deberán ser relocalizados fuera del parque.

3. Se permitirá a los indígenas residentes en El Parque tener cerdos caseros. En este sentido se tomarán las siguientes medidas:

a. Los cerdos se someterán a observación e inspección permanentes.

b. Toda movilización de cerdos en el parque será controlada y supervisada.

c. Los cerdos únicamente se utilizarán para el consumo local de los indígenas.

4. Se establecerá un sistema de control y vigilancia para prevenir el movimiento ilegal de animales y sus productos, hacia y a través del parque. Además, se tomarán medidas especiales de vigilancia en el Alto del Limón, donde el valle del Río ha servido tradicionalmente como ruta de movilización hacia Panamá, y otras áreas que puedan ser designadas en el futuro.

II. Establecimiento de la Zona de Protección Forestal

A. Límites de la Zona

La zona estará limitada hacia el occidente por la frontera Colombo-Panameña y hacia el oriente por una línea que comienza en el Mojón No. 1 en el Alto Limón y sigue la Cota 300 m.s.n.m., hacia el norte hasta cruzar el valle del río Capitán; una vez pasado este valle el

límite a seguir será la cota 200 m.s.n.m. hasta la Costa Atlántica. En los valles de los ríos se trazará un límite, en la última finca existente en Junio 9 de 1973 y no se permitirá el establecimiento de nuevas fincas hacia el nacimiento de los ríos, cuando estas fincas estén por debajo de la cota correspondiente.

B. Actividades permitidas

1. Esta zona se dedicará a estudios de fauna y flora. No se permitirá el establecimiento de fincas ganaderas o cualquier otra actividad económica. En caso de poblaciones indígenas, se permitirá que tengan cerdos caseros bajo el mismo sistema de inspección y control estipulado en el punto I–B(3).

En relación con las personas y ganado existentes en la zona, cada caso se estudiará individualmente con el objeto de relocalizarlos en caso de que constituyan algún peligro.

2. Se establecerán sistemas especiales de vigilancia y control para prevenir el establecimiento de nuevas fincas y el movimiento ilegal de animales y sus productos, hacia la zona o a través de ésta.

III. Zona de Reserva Forestal

A. Límites de la Zona

Se delimitará una zona especial de reserva forestal al sur del proyectado Parque de los Katios, hasta el Océano Pacífico, limitada al occidente por la Frontera Colombo-Panameña y al oriente por una línea a lo largo del Río Atrato, desde la desembocadura del Río Cacarica hasta la desembocadura del Río Truandó, siguiendo por éste hasta su nacimiento en la Serranía de los Saltos y luego una línea recta hasta el caserío Guarín, en la Bahía de Humbolt.

B. Actividades Permitidas

Se permitirán actividades forestales y de explotación maderera bajo regulaciones estrictas y de control para impedir el establecimiento de nuevas explotaciones ganaderas. Los pueblos y caseríos existentes en la zona podrán continuar con las actividades agrícolas esenciales.

1. Se supervisará y controlará estrechamente el transporte de alimentos, en particular el de productos y subproductos animales.

2. La carne o productos animales que se deban introducir en la zona para el mantenimiento de la población existente, se deberá obtener en áreas libres de aftosa o del Area 1, designadas por el Servicio de Sanidad Animal.

3. Se establecerá un sistema especial de vigilancia y control para prevenir el establecimiento de fincas y el movimiento ilegal de animales y sus productos, hacia y a través de la zona o dentro de ésta.

4. El ganado existente en la región de Juradó, libre de fiebre aftosa, se mantendrá al nivel actual bajo la supervisión del Servicio de Sanidad Animal.

IV. Intensificación del Programa de Control de Fiebre Aftosa

A. El Area 1 se designará como área de erradicación, con el objeto de liberarla y mantenerla libre de aftosa lo antes posible. Con este fin se intensificará e implementará el programa actual de la siguiente manera:

1. Acciones Preventivas.

a. Las ganaderías se someterán a inspecciones continuas y se identificarán todos los animales con marca especial, para facilitar su identificación y su control. Se adelantará un censo de la población ganadera y se mantendrá actualizado. Se adelantarán pruebas de portadores (Provang) y serológicas (VIA) cuando sea posible y necesario.

b. Se controlará el movimiento de animales y sus productos hacia y desde el área 1. Se prohibirá la introducción de animales y sus productos, procedentes de áreas infectadas de fiebre aftosa.

c. Tan pronto como sea posible se adelantarán estudios sobre la susceptibilidad de los animales salvajes del área.

d. Se intensificará e implementará el programa de educación y divulgación de la Campaña Anti-aftosa.

2. Requisitos para declarar el Area 1 libre de Fiebre Aftosa.

a. Cumplimiento del programa preventivo

b. Suspensión de la vacunación

c. Establecimiento de un Fondo de Indemnización. En este sentido es necesario adelantar en el área un programa de desarrollo ganadero controlado, en base a la población ganadera actual del Area 1, hasta que se complete la erradicación de la fiebre aftosa en el Area 2. Durante este período se permitirá la importación de animales para reproducción, de áreas libres de fiebre aftosa, con el fin exclusivo de mejorar la calidad del ganado existente. En caso de no ser posible la importación de animales para reproducción, procedentes de áreas libres, será necesario establecer un sistema especial de cuarentena para introducir animales procedentes de otras regiones.

3. Métodos para controlar Brotes de Fiebre Aftosa.

a. Se eliminarán por medio de fusil sanitario los animales infectados y aquellos que estén en contacto, luego se quemarán o enterrarán.

b. En la zona del brote se cuarentenará un área de 20 kilómetros de radio. Se prohibirá totalmente la movilización de ganado en el área de cuarentena, hasta 3 semanas después de que se hayan eliminado los últimos animales infectados y se haya hecho una limpieza y desinfección rigurosas.

c. Se indemnizará el ganado que se elimine y la repoblación se controlará estrictamente. El ganado nuevo que entre a la zona debe ser de áreas libres de fiebre aftosa.

d. Se tomarán otras medidas que sean necesarias.

4. Se desarrollarán otros Programas Complementarios.

B. Area 2.

El objetivo del programa de esta área, es el de controlar y erradicar la fiebre aftosa para así reforzar y complementar el programa descrito para el Area 1. El programa actual se ha planeado para un período de cinco (5) años, pero el Gobierno Colombiano considerará la posibilidad de adoptar medidas que permitan desarrollar el programa en un período más corto y con tal fin preparará en los 30 días siguientes un proyecto con las medidas y costo adicionales.

1. Requerimientos del Programa

a. Vacunación anti-aftosa obligatoria a intervalos adecuados bajo la supervisión y control del Servicio de Sanidad Animal.

b. Control estricto del movimiento de animales hacia el Area 2. No se permitirá la introducción al Area 2, de animales sin vacunar.

2. Plan de Acción

a. Se establecerán puestos de vigilancia y control con personal adecuado en todos los puntos de acceso de animales en el Area 2 y aquellos de posible movimiento al Area 1.

b. Se efectuarán tres ciclos anuales de vacunación del ganado bovino.

c. Se intensificará e implementará la Campaña de Divulgación y Educación.

d. Se tomarán otras medidas que sean necesarias.

3. Métodos para el Control de Brotes de Fiebre Aftosa.

a. En la zona del brote se establecerá un área de cuarentena de 20 kilómetros de radio y se prohibirá la movilización de ganado, hasta tres (3) semanas después de haber tomado medidas en el último caso clínico.

b. Todos los animales existentes en el área de cuarentena se vacunarán bajo la supervisión directa del Servicio de Sanidad Animal lo más pronto posible.

c. Se adelantarán estudios epidemiológicos de todos los brotes.

4. Evaluación

Se adelantarán evaluaciones periódicas del programa en las Areas 1 y 2, por parte de un grupo independiente de técnicos.

V. Consideraciones Generales

A. Establecimiento del Parque Nacional, Bosque Protector y Reserva Forestal

En vista de la rápida colonización particularmente en las áreas del propuesto Parque Nacional y Bosque Protector, el grupo recomienda que las entidades colombianas correspondientes, implementen lo antes posible, las acciones necesarias para el establecimiento y control de estas áreas.

B. Creación de un Mecanismo Conjunto y Supervisión

Se establecerá un mecanismo conjunto que controle el desarrollo de los programas acordados, para las Areas 1 y 2.

C. Negociación de un Programa de Control de la Fiebre Aftosa

El grupo recomienda que se inicien negociaciones en los 30 días siguientes, con el objeto de establecer:

1. Un acuerdo sobre un programa de control de fiebre aftosa, basado en las consideraciones técnicas contenidas en este informe.
2. Un acuerdo sobre el mecanismo de control en lo referente a miembros participantes y funciones.

También se discutirá sobre los recursos financieros adicionales para la implementación efectiva de los programas. En el período previo a la próxima reunión, las autoridades competentes de Colombia y los Estados Unidos prepararán un estimativo detallado de los costos de los programas.

D. Programas para el Area 3

El grupo recomienda que en el Area 3, también se adelante un programa completo de prevención y control de fiebre aftosa.

VI. Anexos

A. Mapa del Departamento del Chocó (Atrato-Truandó).
B. Mapa del INDERENA. Proyecto del "Parque Los Katios".
C. Mapa del ICA. Areas del Proyecto de Fiebre Aftosa en la Costa Atlántica.

VII. Lista de Participantes

A. República de Colombia

Dr. Jaime Estupiñan A.	Director División de Producción Pecuaria. ICA, Ministerio de Agricultura
Dr. Armando Perea R.	Presidente, Corporación para el Desarrollo del Chocó. Ministerio de Agricultura
Dr. Jose I. Paredes Ch.	Director Campaña Anti-aftosa. ICA. Ministerio de Agricultura
Dr. Manuel G. Guerrero-Inderena	Ministerio de Agricultura
Dr. Luis A. Arias V.	Sanidad Animal-Acandí. ICA. Ministerio de Agricultura
Dr. Miguel Reyes G.	Director Desarrollo Pecuario. Regional 4 ICA. Ministerio de Agricultura

B. Estados Unidos

Dr. E. E. SAULMON	Deputy Administrator Veterinary Services, APHIS, U.S.D.A.
Dr. J. S. LANDBERG	U.S. Department of State
Dr. TED REA	Veterinary Aftosa Advisor, APHIS, U.S.D.A.
Dr. FREDERICK W. SCHIECK	Assistant Director, Office of Development Resources, AID
Dr. JAMES H. STARKEY III	Agricultural Attache, U.S. Embassy, Bogotá

BOGOTÁ, D.E., *Junio 14 de 1973*

The American Embassy to the Colombian Ministry of Foreign Affairs

No. 1312

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Colombia and has the honor to refer to the Ministry's notes AE CT EUA 7069 of November 27, 1973, AE CT EUA 7188 of December 3, 1973, and AE CT EUA 7485 of December 14, 1973 confirming the agreement between the Ministry of Agriculture of the Republic of Colombia and the Department of Agriculture of the United States of America for the Control and Eradication of Foot-and-Mouth Disease in Certain Portions of Northwest Colombia, signed at Bogota, August 18, 1973.

The Government of the United States of America hereby confirms the aforesaid agreement, the English text of which is attached, and has the honor to propose that the agreement be considered to have entered into force upon the date of this note, in accordance with Article V(I) of that agreement.

The Embassy of the United States of America takes this opportunity to reaffirm to the Ministry assurance of its highest and most distinguished consideration.

M E S

EMBASSY OF THE UNITED STATES OF AMERICA,
BOGOTA, *December 17, 1973*

AGREEMENT BETWEEN THE MINISTRY OF AGRICULTURE OF THE GOVERNMENT OF COLOMBIA AND THE DEPARTMENT OF AGRICULTURE OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AUGUST 18, 1973

I. PURPOSE

The purpose of this Agreement is to establish the terms by which the Ministry of Agriculture of the Government of Colombia (hereinafter known as the MOA) and the Department of Agriculture of the United States of America (hereinafter known as the USDA) will cooperate in a program designed to control and eradicate Foot and Mouth Disease (FMD) in certain portions of Northwest Colombia (see map of region attached as Annex 1), and to prevent the dissemination of this disease from Colombia as a result of construction of the Darien Gap Highway. Under the terms of this Agreement entered into pursuant to the General Agreement for Economic, Technical and Related Assistance between the Government of the United States of America and the Government of Colombia of July 23, 1962, [1] and Public Law 92-152, [2] which authorizes the Secretary of Agriculture of the United States to cooperate with the Government of Colombia in the prevention, control and eradication of FMD and other communicable diseases of animals, the USDA and MOA will provide technical and financial support and will implement or cause to be implemented those measures necessary to carry out the objectives of this Agreement.

II. OBJECTIVE

The objective of this Agreement is to accelerate the activities for the control and eradication of FMD being carried out by the Government of Colombia through the MOA and the Colombian Agricultural Institute (hereinafter referred to as ICA) in the Region of Urabá designated in Annex 1 as Areas I and II, and to prevent the spread of FMD to areas presently free of the disease. This effort will be considered as a part of the National Development Program being carried out in that Region by the Government of Colombia.

III. TERMS

A. In accordance with the foregoing purpose and objective the MOA and the USDA agree:

1) to establish within ICA a Cooperative Program (hereinafter known as the Program) to carry out the FMD measures recommended in the Report of the Colombian-U.S. Joint Technical Team of June 14, 1973 on FMD Prevention and Control in the Areas adjacent to the

[1] TIAS 5123; 13 UST 1778.
[2] 85 Stat. 418.

Colombia-Panama Border (hereinafter referred to as the Report) which is hereby made a part of this Agreement as Annex 2. This Program will be administered and executed by ICA. ICA will coordinate the activities of all other Colombian agencies involved in the Program. To this end, the General Manager of ICA will appoint, with the approval of the Minister of Agriculture, a full-time Director of the Program. The Director will administer, control, and supervise the Program. The USDA will provide a Senior Technical Advisor. The General Manager of ICA, the Director of the Program, and the Senior Technical Advisor will cooperate with respect to the technical and financial aspects of the Program.

2) to establish a Senior Review Group which will meet at least semiannually to review the results of the Program, provide Program guidance for the future, and review Work Plans and Budgets as appropriate. The Review Group will consist of the Director and the Senior Technical Advisor of the Program, three members appointed by the MOA, and three members appointed by the USDA.

3) to accept, and cause to be implemented, the provisions of the Report.

4) to use the financial and technical support provided by the MOA and the USDA only in accordance with the provisions of this Agreement.

5) to carry out activities under the Program in addition to fulfillment of present Colombian commitments under the ICA/BID FMD program in Areas I and II.

B. In accordance with the foregoing purpose, objective, and terms the MOA agrees to contribute, from its own budgetary resources, from funds available under the ICA/BID FMD program, or from other sources, its portion of construction, equipment, personnel and operational costs of the Program as determined in the annual Budgets and Work Plans described in Section IV of this Agreement.

C. In accordance with the foregoing purpose and objective the USDA agrees:

1) to provide the services of a qualified person to serve as Senior Technical Advisor, and provide the services of such other USDA personnel as may be required for the purposes of technical cooperation in the areas of detection, control, eradication, equipment maintenance, surveillance and to otherwise participate in the Program in accordance with the terms of this Agreement.

2) to provide, subject to the availability of funds, up to $7.8 million over a 5-year period in support of Program costs, including the first-year costs of the USDA personnel. Thereafter, USDA personnel support costs will be provided as an additional U.S. contribution. Of this amount, $2.0 million is hereby made available to carry out the Program provided for herein, and shall be considered as obligated upon the entry into force of this Agreement.

IV. FINANCING

Prior to any disbursement of funds by the USDA, the MOA and the USDA will have agreed on, in writing, a Work Plan and a Budget for Capital and Operating Costs for the first Program year. The first Program year will be considered to have begun upon the entry into force of this Agreement, and will continue until the end of the next full succeeding calendar year. Prior to disbursements for any subsequent year, an annual Budget and an annual Work Plan will be prepared by ICA in consultation with the Senior Technical Advisor, reviewed by the Senior Review Group, and approved by the MOA and the USDA.

ICA shall cause to be established, in a bank acceptable to both ICA and the USDA, a special account (hereinafter known as the Peso Account) for peso disbursements. Upon approval of the first year Program Budget and Work Plan by the MOA and the USDA, the USDA will cause to be deposited an initial advance in said Peso Account. Disbursements from the Peso Account shall be approved by the Director of the Program, and authorized by the General Manager of ICA. Reimbursements to the Peso Account will be made by the Senior Technical Advisor on a quarterly basis in accordance with Program targets established on such basis, or on such more frequent basis as may be required. Dollar costs will be funded by Letter of Commitment technique or direct disbursement by the USDA on behalf of the Program.

Expenditures not otherwise identified and approved in the regular budget process shall require the specific approval of the Director and the Senior Technical Advisor.

V. OTHER TERMS AND CONDITIONS

A. The Senior Technical Advisor and other USDA participants in the Program shall have full opportunity to participate in all aspects of the Program, have access to all information and facilities relative to the Program, and travel freely in the areas in which the Program will be carried on.

B. The officials and employees of the USDA participating in the Program shall be considered members of the Special Mission described in the General Agreement on Economic, Technical and Related Assistance of July 23, 1962, and shall enjoy the privileges, immunities and exceptions provided for under Articles III and IV(b) of that Agreement. The funds, equipment and supplies used by the USDA in carrying out the Program shall be treated as provided in Articles IV(a) and V of that General Agreement.

C. The MOA shall have the right at any time, and for good cause, to request the replacement of the Senior Technical Advisor or other USDA personnel participating in the Program.

D. ICA shall maintain, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and this Agreement. Such books and

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records shall, without limitation, be adequate to show the receipt and use made of goods and services acquired by the funds disbursed pursuant to this Agreement and the progress of the Program. Such books and records shall be regularly audited by auditors acceptable to USDA in accordance with sound auditing standards for such period and at such intervals as USDA may require and shall be maintained for five years after the date of the last disbursement by USDA under this Agreement.

E. The authorized representatives of the U.S. Government shall have the right at all reasonable times to inspect the Program sites, the utilization of all goods and services financed by U.S. funds, and the books, records and other documents of the Program relating to its activities and to U.S. financing, and to maintain inventory control with respect to all U.S. financed equipment and materials.

F. In case of any disbursement not made or used in accordance with the terms of this Agreement, USDA may require the refund of such amount in U.S. dollars to USDA within 30 days after receipt of a request therefor. USDA's right to require a refund with respect to any disbursement under this Agreement shall continue for five years following the date of such disbursement.

G. This Agreement may be amended by an exchange of written correspondence, between the MOA and USDA, confirmed by an exchange of notes between the two Governments.

H. This Agreement shall remain in force until ninety (90) days after either party shall have given written notice to the other of its desire to terminate it. In the event of such termination, the Director shall minimize or cause to be minimized expenditures and obligations during the ninety (90) day period.

I. This Agreement shall enter into force upon an exchange of notes between the Government of Colombia and the Government of the United States of America confirming its provisions.

CLAYTON YEUTTER
Department of Agriculture of the United States

DANIEL SZABO
Department of State

Por RAFAEL MARIÑO
Ministry of Agriculture of the Republic of Colombia

RAFAEL MARIÑO
Colombian Agricultural Institute

AUGUST 18, 1973

ANNEX 1

MAPA Nº
ZONA COSTA ATLANTICA

25 0 50 75 100 125 150 kmts

(3) 24 p+2
petucca
(2502 + 2503)

CONVENCIONES

- OFICINAS DE SANIDAD ANIMAL
- CENTROS DE DIAGNOSTICO
- CEN. DE DIAG. EN CONSTRUCCION
- PUESTOS DE CONTROL
- CAVAS DE DISTRIBUCION DE VACUNAS

Retenes control movilización

VENEZUELA

PANAMA

OCEANO PACIFICO

AREA 1

AREA 2

AREA 3

AREA 4

AREA 5

AREA 6

AREA 7

SANTA MARTA

BARRANQUILLA

CARTAGENA

VALLEDUPAR

Riohacha

Maicao

Uribia

Fonseca

Urumita

Villanueva

Robles

Agustin Codazzi

Chiriguana

El Paso

Curumani

Tamalameque

Tibu

Cucuta

Ocaña

Abrego

Salazar

Pamplona

Pto. Wilches

Barrancabermeja

Aguachica

Gamarra

Ayapel

Montelibano

Planeta Rica

Puerto Nuevo

Malagana

Sincelejo

Sahagun

Corozal

Sampues

Tolu

Coveñas

Tierralta

Montería

Lorica

Cispata

Turbaco

Cartagena

Mompox

Magangue

Ciénaga

Fundación

Aracataca

Santa Marta

Sevilla

Puerto Viejo

Remolino

Sabanas

Chiriguana

ANNEX 2

Report of the Colombian-U.S. Joint Technical Team on FMD Prevention and Control in the Areas adjacent to the Colombo-Panamanian Border

The Colombian-U.S. Joint Technical Commission after having visited the Colombian border areas adjacent to the Colombo-Panamanian border and studied the FMD program proposed for these areas recommends that the following actions are necessary to form the basis for an effective Aftosa prevention and control program.

I. Establishment of "Los Katios" National Park

A. Park Boundaries—Beginning at the highest point of Alto Limón (point #1) the boundary follows a straight line SE to point #2 located on the west side of the Sautatá-Morro de Censión road; then following a straight line SW to point #2A located 2 kilometers west of the main house of the Hacienda Sautatá; from this point following a straight line to point #3 on the west (left) bank of the Atrato River where the Sautatá-Morro de Censión road meets the river; along the west (left) bank of the Atrato River to point #4 where the Atrato and Perancho Rivers meet; along the north (left) bank of the Perancho River to the mouth of the Cacarica River (point #5); up the Cacarica River to the Colombo-Panamanian border (point #6); north east along the border to point #7 where the border cuts the 600 meter elevation line; from this point on a straight line south to point #1.

B. Activity Permitted

1) Only activities associated with the Darien Gap Highway and normal park activities will be permitted within the boundaries of the National Park. Except for the Darien Gap Highway no other connecting road construction will be permitted.

2) All people and animals now living within the park area, with the exception of Indians, will have to be relocated outside of the boundaries of the park.

3) Indians living in the park will be permitted to maintain yarded swine. However, with respect to this swine the following provisions will apply:

a) Swine will be subject to continuous observation and inspection.

b) All swine movement within the park will be controlled and supervised.

c) Swine will be utilized for local consumption by Indians in the area only.

4) Vigilance and control measures to prevent illegal movement of animals and animal products into or through the Park will be established. In addition special measures will be concentrated in the Alto Limón where the river valley has historically provided an

access route for movement into Panama, and other areas which may be designated at a later date.

II. Establishment of the Protected Forest Zone

A. Boundaries of the Zone—The zone will be constituted by the Colombo-Panamanian border on the west and on the east by a line which begins at point #1 in Alto Limón and follows the 300 meter elevation line in a northward direction across the Capitan River Valley where the boundary becomes the 200 meter line from this point to the Atlantic Coast. In the river valleys a limit will be drawn at the last farm upstream existing on June 9, 1973 where this is below the relevant elevation line. Establishment of new farms above this limit will not be permitted.

B. Activity Permitted—

1) This zone will be maintained for study of flora and fauna. No economic activity will be permitted in the zone and no livestock other than yarded swine maintained by Indians will be allowed. Swine will be under the same inspection and control conditions stipulated in point I B (3) above. Regarding people and livestock now living within this zone each case will be studied on an individual basis with the objective of relocating them if they constitute a danger.

2) Special vigilance and control measures to prevent establishment of new farms and illegal movement of animals and animal products into and through the zone will be implemented.

III. Forest Reserve Zone

A. Boundaries of the Zone—A forest reserve zone will be constituted south of the "Los Katios" park to the Pacific Coast bounded on the west by the Colombo-Panamanian border, and on the east by the following line: along the Atrato River from the outlet of the Cacarica River to the mouth of the Truando River, along the Truando River to its source at the Serranía de los Saltos and from this point on a straight line to Guarín on the Bay of Humbolt.

B. Activity Permitted—Lumbering activity will be permitted in the forest reserve zone under strict regulations and control to prevent any new livestock activities. Existing towns in the zone will be permitted to continue with essential farming activities.

1) The movement of food particularly livestock products into the area will be closely supervised and controlled.

2) Any meat or livestock products introduced into the area must come from points in FMD free areas or Area 1 designated by the Animal Health Service.

3) Special vigilance and control measures to prevent establishment of farms and illegal movement of animals and animal products into and through the zone will be established.

4) The cattle existing in the Juradó area, which is free of FMD, will be maintained at the present level and under the supervision of the Animal Health Service.

IV. Intensification of the Aftosa Control Program

A. Area 1 will be designated as a FMD erradication area with the objective of freeing the area of FMD as soon as possible and maintaining the area free of FMD. To achieve this the present program will be intensified and implemented as follows:

(1) Preventive Actions

(a) Livestock will be subject to continuous inspection and identified with a special brand to facilitate identification and control. A census of the livestock population will also be taken and maintained. Probang and VIA testing will be used as appropriate.

(b) Movement of the livestock and by products into and out of Area 1 and within the area will be strictly controlled. Introduction of livestock and by products from FMD infected areas will be prohibited.

(c) As soon as feasible studies of the susceptible wildlife population in the area will be carried out.

(d) The Anti-Aftosa education and publicity campaign will also be intensified and implemented.

(2) Requirements to Declare Area 1 Free of FMD

(a) Fullfillment of the preventive action program.

(b) Suspension of cattle vaccination.

(c) Establishment of an indemnity fund. In this connection it will be necessary to have a controlled livestock development program in the area on the basis of the present cattle population in Area 1 until erradication of FMD is completed in Area 2. Imports of breeding stock will be permitted from FMD free areas solely for improving the quality of the existing cattle population during this period.

If the importation of breeding stock from FMD free areas is not possible, special quarantine measures will be required to introduce animals from other areas.

(3) Method of Dealing with FMD Outbreaks

(a) Infected and exposed animals will be eliminated by use of the sanitary rifle and the remains buried or burned.

(b) The area within a 20 km. radius of the outbreak will be quarantined. Cattle movement within the quarantine area will be totally prohibited until 3 weeks after the last infected herd has been disposed of and the premises cleaned and disinfected.

(c) Indemnification will be provided for any cattle destroyed and repopulation of the area will be strictly controlled. Any new cattle introduced into the area must originate in FMD free zones.

(d) Other measures will be implemented as appropriate.

(4) Other Complementary Programs will be developed.

B. Area 2—The objective of the program in Area 2 is to control and erradicate FMD in order to reinforce and complement the pro-

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gram in Area 1 outlined above. It is presently intended that FMD will be erradicated from Area 2 within 5 years but the Government of Colombia will prepare during the next 30 days proposed additional measures for accomplishing this objective in a shorter period and the estimated additional cost involved.

(1) Program Requirements

(a) Obligatory Anti Aftosa vaccination at proper intervals under the supervision and control of the Animal Health Service.

(b) Strict control of movement of livestock into Area 2. Movement of susceptible animals (non-vaccinated) into Area 2 will be prohibited.

(2) Action Plan

(a) Adequately staffed control points will be established at all points of access into Area 2 and at points of possible movement into Area 1.

(b) Vaccination of the bovine population will be effected three times per year on a cyclical basis.

(c) An Anti-Aftosa education and publicity campaign will be developed and implemented for this area.

(d) Other appropriate actions will be taken as required.

(3) Method of Dealing with FMD Outbreaks

(a) The area within a 20 km. radius of the outbreak will be quarantined. Cattle movement within, into or out of the quarantine area will be prohibited until 3 weeks after the last clinical case is recorded and appropriate action taken.

(b) All animals in the quarantine area will be vaccinated under direct supervision of Animal Health Service Personnel as soon as possible.

(c) Epidemiological studies of all outbreaks will be carried out.

(4) Evaluation

Program evaluation in both Areas 1 and 2 will be carried out periodically by an independent group of technicians.

V. General Considerations

A. Establishment of National Park, Forest Reserve and Protected Forest Areas

In view of the rapid pace of colonization, particularly in the proposed National Park and Protected Forest areas, the team recommends that the appropriate agencies of the Colombian Government implement as soon as possible action for the establishment and control of these areas.

B. Joint Aftosa Control Mechanism

A joint mechanism will be established to control the agreed programs in Areas 1 and 2.

C. Negotiation of an Aftosa Control Program

The team recommends that negotiations be initiated within the next 30 days with a view to concluding:

1) Agreement on an Aftosa Control Program based on the foregoing technical considerations.

2) Agreement on the composition and functions of the joint mechanism.

The additional financial resources necessary for effective implementation of this program will also be discussed. In the period before the next meeting Colombian and U.S. officials will prepare a detailed estimate of the costs of the program.

D. Program for Area 3

The team recommends that a complete Aftosa prevention and control program also be further developed and implemented as soon as possible for Area 3.

VI. Annexes

A. Map: Department of Chocó (Atrato-Truando).
B. Map: INDERENA Plan for Los Katios National Park.
C. ICA map of Areas of North Coast FMD Project.

VII. List of Participants

A. Republic of Colombia:

JAIME ESTUPIÑÁN	
Jaime Estupiñán	Director, Livestock Division
ARMANDO PEREA R.	
Armando Perea R.	President, Choco Development Corporation
JOSE IGNACIO BAREDES CH.	
Jose Ignacio Baredes Ch.	Director, Aftosa Program, ICA Ministry of Agriculture
MANUEL G. GUERRERO V.	
Manuel G. Guerrero V.	INDERENA
LUIS ANACIO ARIAS VIVAS	
Luis Anacio Arias Vivas	Animal Health, Acandi, ICA Ministry of Agriculture
Miguel Reyes G.	Director, Livestock Development Region 4, ICA, Ministry of Agriculture

B. United States:

E. E. SAULMAN	
E. E. Saulman	Deputy Administrator, APHIS Veterinary Services, U.S.D.A.
J. S. LANDBERG	
J. S. Landberg	U.S. Department of State
TED REA	
Ted Rea	Veterinary Aftosa Advisor APHIS, U.S.D.A.
FREDERICK W. SCHIECK	
Frederick W. Schieck	Assistant Director, Office of Development Resources, AID
JAMES H. STARKEY III	
James H. Starkey III	Agricultural Attache, U.S. Embassy Bogota
NELS KONNERUP	
Nels Konnerup	Livestock Disease Specialist, AID

MEXICO

Air Transport Services

Agreement extending the agreement of August 15, 1960, as amended and extended.
Signed at México and Tlatelolco December 5, 1973;
Entered into force December 5, 1973.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1702 MEXICO, D.F., *December 5, 1973*

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement of August 15, 1960, between the Government of the United States of America and the Government of the United Mexican States, as extended and amended, most recently by the exchange of notes of June 29, 1973.[1]

It is my understanding that the negotiations which took place in Washington, D.C. from October 29, 1973 to November 13, 1973, between representatives of the Government of the United States of America and the Government of the United Mexican States, resulted in agreement that the Air Transport Agreement of August 15, 1960, as extended on June 29, 1973, should be further extended through June 30, 1974.

If the Government of the United Mexican States is in agreement with the terms of the present Note, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an agreement between our two governments.

This agreement shall enter into effect as from the date of Your Excellency's reply.

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[1] TIAS 4675, 5897, 6449, 7167, 7691; 12 UST 60; 16 UST 1715; 19 UST 4623; 22 UST 1492; *ante*, p. 1790.

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

ROBERT H. MCBRIDE

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

514676 TLATELOLCO, D.F., *a 5 de diciembre de 1973.*

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 1702, fechada el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Convenio sobre Transportes Aéreos del 15 de agosto de 1960, entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América, extendido y enmendado, la última vez mediante el intercambio de notas del 29 de junio de 1973.

Tengo entendido que las negociaciones que se efectuaron en Washington, D.C. del 29 de octubre al 13 de noviembre de 1973, entre representantes del Gobierno de los Estados Unidos Mexicanos y del Gobierno de los Estados Unidos de América, tuvieron como resultado el acuerdo de que el Convenio sobre Transportes Aéreos del 15 de agosto de 1960, extendido el 29 de junio de 1973, debería ser prorrogado hasta el 30 de junio de 1974.

Si el Gobierno de los Estados Unidos Mexicanos está de acuerdo con los términos de la presente nota, propongo a Vuestra Excelencia que esta nota y su nota de respuesta, comunicando el acuerdo de su Gobierno, constituyan un acuerdo entre nuestros dos Gobiernos.

Este Acuerdo entrará en vigor en la fecha de la nota de respuesta de Vuestra Excelencia".

En respuesta, tengo el agrado de comunicar a Vuestra Excelencia que mi Gobierno acepta la propuesta anterior y, por lo tanto, está de acuerdo en considerar que la nota número 1702 de Vuestra Excelencia

antes transcrita y la presente, constituyen una prórroga del Convenio sobre Transportes Aéreos actualmente en vigor entre nuestros dos Gobiernos.

Aprovecho la oportunidad para renovar a Vuestra Excelencia, el testimonio de mi más alta y distinguida consideración.

E. O. RABASA

Al Excelentísimo Señor ROBERT HENRY MCBRIDE,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
México, D.F.

Translation

UNITED MEXICAN STATES
DEPARTMENT OF FOREIGN RELATIONS
MEXICO

514676 TLATELOLCO, D.F., *December 5, 1973.*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 1702 of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 2509.]

In reply, I have the pleasure of informing Your Excellency that my government accepts the foregoing proposal, and, consequently, agrees to consider Your Excellency's above-transcribed note No. 1702 and this reply as constituting an extension of the Air Transport Agreement currently in force between our two governments.

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

E. O. RABASA

His Excellency
ROBERT HENRY MCBRIDE,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
Mexico, D.F.

IRAN

Military Mission to Iran

Agreement extending the agreement of October 6, 1947, as amended and extended.
Effected by exchange of notes
Dated at Tehran August 8 and December 12, 1973;
Entered into force December 12, 1973.

The Iranian Ministry of Foreign Affairs to the American Embassy

اداره حقوقی
شماره ۲۰۱۸/۱۸
تاریخ ۱۳۵۲/۹/۱۷
پیوست

وزارت امورخارجه

یادداشت

وزارت امورخارجه شاهنشاهی تعارفات خود را به سفارت ممالک متحده آمریکا اظهار و احتراما " عطف بیادداشت شماره ۰۵۸ مورخ ۳۱ ژانویه ۱۹۷۳ ـ اشعار میدارد :

بطوریکه استحضار دارند ـ مدت خدمت هیئت مستشاران ارتش امریکا در ارتش شاهنشاهی ایران در تاریخ ۲۹ اسفند ماه ۱۳۵۲ (۲۰ مارس ۱۹۷٤) خاتمه میابد ۰

لذا در اجرای ماده ۳ موافقتنامه بین دولت شاهنشاهی ایران و دولت ممالک متحده امریکا مورخ ۱۳۲٦/۷/۱۳ (ششم اکتبر ۱۹٤۷) درباره خدمت میسیون نظامی امریکا در ایران ـ بدینوسیله تمایل دولت شاهنشاهی ایران را نسبت به تمدید این موافقتنامه و ادامه خدمت مستشاران نظامی امریکا در ایران بمدت یکسال دیگر از اول فروردین ۱۳۵۳ (۲۱ مارس ۱۹۷٤) اعلام میدارد ۰

موجب امتنان خواهد بود که نظر دولت متبوع آن سفارت در خصوص ادامه خدمت مستشاران نامبرده به وزارت امورخارجه اعلام گردد ۰

موقع را برای تجدید احترامات فائقه مغتنم میشمارد ۰

سفارت ممالک متحده آمریکا ـ تهران

Translation

LEGAL OFFICE

No. 4218/18

Date: AUGUST 8, 1973

MINISTRY OF FOREIGN AFFAIRS

Note

The Imperial Iranian Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and respectfully refers to the Embassy's Note No. 058 of January 31, 1973 [1] and hereby states:

As the Embassy is aware, the term of the United States Military Mission and the services of the American military advisors in the Imperial Iranian Armed Forces will expire on March 20, 1974.

Therefore, in implementing the provisions of Article 3 of the Agreement of October 6, 1947 [2] between the Imperial Iranian Government and the Government of the United States of America, regarding the services of the United States Military Mission in Iran, the Foreign Ministry hereby announces the desire of the Imperial Iranian Government to extend the said Agreement concerning the continuation of the services of the American military advisors in Iran for another year beginning the first day of Farvardin 1353 (March 21, 1974).

The Ministry of Foreign Affairs would greatly appreciate being informed by the Embassy with regard to the concurrence of the United States Government in the continuation of the aforementioned advisors' services.

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

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA
Tehran

[1] Exchange of notes of Aug. 15, 1972, and Jan. 31, 1973. TIAS 7576; *ante*, p. 713.
[2] TIAS 1666, 1924, 2068, 6594; 61 Stat. 3306; 63 Stat. 2430; 1 UST 415; 19 UST 7511.

The American Embassy to the Iranian Ministry of Foreign Affairs

No. 1003

The Embassy of the United States of America presents its compliments to the Imperial Iranian Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note No. 4218/18 of August 8, 1973, announcing the desire of the Imperial Iranian Government to extend the Agreement of October 6, 1947, concerning the United States Military Mission and the services of the American military advisors in Iran, for another year beginning March 21, 1974.

The Embassy has been authorized to inform the Ministry that the United States Government concurs in the extension of the Agreement of October 6, 1947, for the period of one year beginning March 21, 1974.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
TEHRAN, *December 12, 1973.*

INDONESIA

Agricultural Commodities

Agreement amending the agreement of February 14, 1973.
Effected by exchange of notes
Signed at Jakarta December 31, 1973;
Entered into force December 31, 1973.

The American Ambassador to the Indonesian Minister of Foreign Affairs

No. 2038 JAKARTA, INDONESIA, *December 31, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on February 14, 1973,[1] and propose that Part II, Particular Provisions, be amended as follows:

Item I, Commodity Table: On line titled "cotton" and under appropriate column headings, delete "1973" and insert "1973 and 1974", delete "275,000 bales" and insert "101,000 bales", delete "$44.1" and insert "$22.8". On line titled "total" delete "$76.3" and insert "$55.0".

All other terms and conditions of the February 14, 1973 Agreement remain the same.

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

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

F. J. GALBRAITH

His Excellency
ADAM MALIK,
Minister of Foreign Affairs,
Jakarta

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[1] TIAS 7589; *ante*, p. 858.

The Indonesian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No.: D. 1325/73/01/I JAKARTA, *December 31, 1973*

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 by representatives of our two Governments on February 14, 1973, and propose that Part II, Particular Provisions, be amended as follows:

Item I, Commodity Table: on line titled "cotton" and under appropriate column headings, delete "1973" and insert "1973 and 1974", delete "275.000 bales" and insert "101.000 bales", delete "$44.1" and insert "$22.8" on line titled "total" delete "$76.3" and insert "$55.0".

All other terms and conditions of the February 14, 1973 Agreement remain the same.

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

I have the honour to confirm that the proposed arrangements as described in Your Note are acceptable to the Government of the Republic of Indonesia and to agree that Your Note and this reply constitute an agreement between our two Governments with effect from the date of this Note.

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

ADAM MALIK

His Excellency FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Jakarta.

KHMER REPUBLIC

Agricultural Commodities

Agreements amending the agreement of July 25, 1973, as amended.
Effected by exchange of notes
Signed at Phnom Penh October 8, 1973;
Entered into force October 8, 1973.
And exchange of notes
Signed at Phnom Penh October 18, 1973;
Entered into force October 18, 1973.
And exchange of notes
Signed at Phnom Penh November 10, 1973;
Entered into force November 10, 1973.
And exchange of notes
Signed at Phnom Penh November 15, 1973;
Entered into force November 15, 1973.
And exchange of notes
Signed at Phnom Penh December 14, 1973;
Entered into force December 14, 1973.

The American Chargé d'Affaires ad interim to the Khmer Minister of State in Charge of Foreign Affairs ad interim

No. 463 PHNOM PENH, *October 8, 1973*

Excellency:

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on July 25, 1973, as amended on August 2, August 9 and August 13, 1973, [1] and propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: On line titled "Wheat/Wheat Flour" and under the appropriate column headings, change "5,500 metric tons" to "20,500 metric tons" and "$1,024" to "$3,909"; on the lines below the last listed commodity and under the appropriate column

[1] TIAS 7703; *ante*, pp. 1947, 1950, 1952, 1954.

headings add "cotton, 1974, 2,200 bales, $856" and "cotton yarn, 1974, 1,102,300 pounds, $1,664". On line titled "total" change "$13,728" to $19,133".

Item IV, Export Limitations: In sub-paragraph B, delete the word "and" which occurs in the phrase "and for rice" and substitute a semicolon; delete the period at the end of the sentence and add "and for cotton and cotton yarn—cotton, cotton textiles (including yarn and waste)."

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

THOMAS O. ENDERS

Thomas O. Enders
Chargé d'Affaires, a.i.

His Excellency
CHHANN SOKHUM
Minister of State in Charge of Foreign Affairs, a. i.
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs to the American Chargé d'Affaires ad interim

សាធារណៈរដ្ឋខ្មែរ
REPUBLIQUE KHMERE

ក្រសួងការបរទេស
MINISTERE DES AFFAIRES ETRANGERES

N°. 982 /DGE/AE. PHNOM PENH, LE *8 October 1973*

EXCELLENCY,

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

"EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Govern-

ments on July 25, 1973, as amended on August 2, August 9 and August 13, 1973, and propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: On line titled "Wheat/Wheat Flour" and under the appropriate column headings, change "5,500 metric tons" to "20,500 metric tons" and "$1,024" to "$3,909"; on the lines below the last listed commodity and under the appropriate column headings add "cotton, 1974, 2,200 bales, $856" and "cotton yarn, 1974, 1,102,300 pounds, $1,664". On line titled "total" change "$13,728" to "$19,133".

Item IV, Export Limitations: In sub-paragraph B, delete the word "and" which occurs in the phrase "and for rice" and substitute a semicolon; delete the period at the end of the sentence and add "and for cotton and cotton yarn—cotton, cotton textiles, including yarn and waste."

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

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

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

CHHANN SOKHUM

Chhann Sokhum
Minister of State in Charge
of Foreign Affairs

His Excellency THOMAS O. ENDERS
Charge d'Affairs, a.i.
American Embassy
Phnom-Penh

The American Chargé d'Affaires ad interim to the Khmer Minister of State in Charge of Foreign Affairs ad interim

No. 514 PHNOM PENH, *October 18, 1973*

Excellency,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, August 9, August 13 and October 8, 1973, and propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: On Line titled "Rice" and under the appropriate column headings, change "35,000 metric tons" to "85,000 metric tons" and "$10,803" to "$33,952"; and on line titled "Total" change "$19,133" to "$42,282".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

THOMAS O. ENDERS

Thomas O. Enders
Charge d'Affaires, a.i.

His Excellency
CHHANN SOKHUM
Minister of State in Charge of Foreign Affairs, a.i.
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs ad interim to the American Chargé d'Affaires ad interim

No. 995/DGE/AE. PHNOM PENH, *le 18 Octobre 1973*

EXCELLENCY:

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

"EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25,

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1973, as amended on August 2, August 9, August 13 and October 8, 1973, and propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: On Line titled "Rice" and under the appropriate column headings, change "35,000 metric tons" to "85,000 metric tons" and "$10,803" to "$33,952"; and on line titled "Total" change "$19,133" to "$42,282".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

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

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

CHHANN SOKHUM

Chhann Sokhum
Minister of State in Charge of Foreign Affairs, a.i.

His Excellency THOMAS O. ENDERS
Charge d'Affairs, a.i.
American Embassy
Phnom Penh

The American Chargé d'Affaires ad interim to the Khmer Minister of State in Charge of Foreign Affairs ad interim

No. 557 PHNOM PENH, *November 10, 1973*

EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, August 9, August 13, October 8, and October 18, 1973, and propose that Part II, Particular Provisions, be further amended to add funds to allow the full purchase of rice in the Agreement under Item I. Commodity Table, as follows:

On the line titled "Rice" and under the column titled "Maximum Export Market Value", change "33,952" to "50,041" and on line titled "Total" change "$42,282" to "$58,371".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

THOMAS O. ENDERS

Thomas O. Enders
Charge d'Affaires, a.i.

His Excellency
CHHANN SOKHUM
Minister of State in Charge of Foreign Affairs, a.i.
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs ad interim to the American Chargé d'Affaires ad interim

REPUBLIQUE KHMERE

MINISTERE DES AFFAIRES ETRANGERES

N° 1110/DGE/AE

PHNOM PENH LE *10 Novembre 1973*

EXCELLENCY:

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

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, August 9, August 13, October 8, and October 18, 1973, and propose that Part II, Particular Provisions, be further amended to add funds to allow the full purchase of rice in the Agreement under Item I. Commodity Table, as follows:

On the line titled "Rice" and under the column titled "Maximum

Export Market Value", change "33,952" to "50,041" and on line titled "Total" change "$42,282" to "$58,371".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

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

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

CHHANN SOKHUM

Chhann Sokhum
Minister of State in Charge of Foreign Affairs, a.i.

His Excellency THOMAS O. ENDERS
Charge d'Affaires, a.i.
American Embassy
Phnom Penh

The American Chargé d'Affaires ad interim to the Khmer Minister of State in Charge of Foreign Affairs ad interim

No. 563 PHNOM PENH, *November 15, 1973*

EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, August 9, August 13, October 8, October 18, and November 10, 1973, and propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: On the line titled "Rice" and under the appropriate column headings, change "85,000 metric tons" to "135,000 metric tons" and "$50,041" to "$80,355" and on line titled "Total" change "$58,371" to "$88,685."

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

JAMES B. ENGLE

James B. Engle
Charge d'Affaires, a.i.

His Excellency
CHHANN SÓKHUM
Minister of State in Charge of Foreign Affairs, a.i.
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs ad interim to the American Chargé d'Affaires ad interim

REPUBLIQUE KHMERE

MINISTERE DES AFFAIRES ETRANGERES

PHNOM PENH LE *15 November 1973*

EXCELLENCY:

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

"EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, August 9, August 13, October 8, October 18, and November 10, 1973, and propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: On the line titled "Rice" and under the appropriate column headings, change "85,000 metric tons" to "135,000 metric tons" and "$50,041" to "$80,355" and on line titled "Total" change "$58,371" to "$88,685."

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

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

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

CHHANN SOKHUM

Chhann Sokhum
Minister of State in Charge of Foreign Affairs, a.i.

His Excellency JAMES B. ENGLE
Charge d'Affaires, a.i.
American Embassy
Phnom Penh

The American Chargé d'Affaires ad interim to the Khmer Minister of State in Charge of Foreign Affairs ad interim

No. 615 PHNOM PENH, *December 14, 1973*

EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, 1973, August 9, 1973, August 13, 1973, October 8, 1973, October 18, 1973, November 10, 1973, and November 15, 1973; and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table:

Under appropriate column headings make the following changes:

On the line titled "wheat/wheat flour", change "20,500 metric tons" to "25,000 metric tons" and "$3,909" to "$4,723". On the line titled "rice" change "135,000 metric tons" to "265,000 metric tons" and "$80,355" to "$157,737"; and on the line titled "cotton yarn" change "1,102,300 pounds" to "3,306,900 pounds" and "$1,664" to "$5,125". On the line below the last listed commodity and under appropriate column headings, add "vegetable oil 1974, 700 metric tons, $385". On the line titled "total" change "$88,685" to "$170,727".

B. Item IV, Export Limitations:

In sub-para B, delete the first word "and" which occurs in phrase "and for cotton and cotton yarn" and substitute a semicolon, delete

period at end of the sentence and add "and for vegetable oil—all edible vegetable oil including peanut oil, soybean oil, palm oil, cottonseed oil, rapeseed oil, sunflower oil and sesame oil".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

THOMAS OSTROM ENDERS
Thomas O. Enders
Charge d'Affaires, a.i.

His Excellency
CHHANN SOKHUM
Minister of State in Charge of Foreign Affairs, a.i.
Phnom Penh

The Khmer Minister of State in Charge of Foreign Affairs ad interim to The American Chargé d'Affaires ad interim

សាធារណៈរដ្ឋខ្មែរ
REPUBLIQUE KHMERE

ក្រសួងការបរទេស
MINISTERE DES AFFAIRES ETRANGERES

N° 1246/DGE/AE PHNOM PENH LE *14 December 1973*

EXCELLENCY:

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

"Excellency,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on July 25, 1973, as amended on August 2, 1973, August 9, 1973, August 13, 1973, October 8, 1973, October 18, 1973, November 10, 1973, and November 15, 1973; and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table:

Under appropriate column headings make the following changes:

On the line titled "'wheat/wheat flour", change "20,500 metric tons" to "25,000 metric tons" and "$3,909" to "$4,723". On the line titled "rice" change "135,000 metric tons" to "265,000 metric tons" and "$80,355" to "$157,737"; and on the line titled "cotton yarn" change "1,102,300 pounds" to "3,306,900 pounds" and "$1,664" to "$5,125". On the line below the last listed commodity and under appropriate column headings, add "vegetable oil 1974, 700 metric tons, $385". On the line titled "total" change "$88,685" to "$170,727".

B. Item IV, Export Limitations:

In sub-para B, delete the first word "and" which occurs in phrase "and for cotton and cotton yarn" and substitute a semicolon, delete period at end of the sentence and add "and for vegetable oil—all edible vegetable oil including peanut oil, soybean oil, palm oil, cottonseed oil, rapeseed oil, sunflower oil and sesame oil".

All other terms and conditions of the July 25, 1973 Agreement, as amended, remain the same.

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

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

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

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

CHHANN SOKHUM

Chhann Sokhum
Minister of State in Charge of Foreign Affairs, a.i.

His Excellency THOMAS O. ENDERS
Charge d'Affaires, a.i.
American Embassy
Phnom Penh

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement signed at Saigon November 9, 1973;
Entered into force November 9, 1973.
And amending agreement
Effected by exchange of notes
Signed at Saigon December 18, 1973;
Entered into force December 18, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Vietnam have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the July 8, 1970 Agreement, the Convertible Local Currency Credit Annex of the April 19, 1972[1] Agreement, and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/wheat flour	1974	75,000 M.T.	$15.4
Corn and/or grain sorghum	1974	30,000 M.T.	3.7
Cotton	1974	25,000 Bales	8.0
Soybean and/or cottonseed oil	1974	5,000 M.T.	2.5
		TOTAL	29.6

[1] TIAS 6983, 7322; 21 UST 2443; 23 UST 618.

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment—None.
2. Currency Use Payment—Up to 100 percent of the dollar amount disbursed by the Government of the exporting country plus accrued interest. The currency use payment is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement under this agreement. One hundred percent of all currency use payments made to the Government of the exporting country shall be granted to the Government of the importing country for Common Defense purposes under section 104(c) of Public Law 480.[1]
3. Number of Installment Payments—31.
4. Amount of Each Installment Payment—approximately equal annual amounts.
5. Due Date of First Installment Payment—10 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate—2 percent.
7. Continuing Interest Rate—3 percent.

ITEM III. Usual Marketing Requirements: None.

ITEM IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1974 or any subsequent United States Fiscal Year during which the commodities financed under this agreement are being imported or utilized.

B. For purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur; for corn and/or grain sorghum—corn, cornmeal, barley, grain sorghum, rye and oats, including mixed feeds containing predominantly such grains; for cotton—raw cotton, and cotton textiles (including yarn and waste); for soybean and/or cottonseed oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil and any other edible oil or oil-bearing seeds specified in the agreement.

[1] 80 Stat. 1530; 7 U.S.C. § 1704(c).

C. Permissible Exports

Commodity	Quantity	Period During Which Such Exports Are Permitted
Cotton waste	4, 000 M.T.	United States Fiscal Year 1974

ITEM V. Self-Help Measures:

The Government of the Republic of Vietnam agrees that it will:

A. Purchase and distribute to farmers about 250 tons of TN-20 rice seed and 120 tons of TN-15 (Juma One) rice seed for seed multiplication purposes.

B. Import corn, new varieties of peanut, and soybean seeds for trial and introductory purposes so as to develop a feedgrain and oilseed production and processing industry.

C. Establish about 4,000 agricultural extension demonstrations.

D. Provide seeds and mechanical and hand farm implements to recently resettled Vietnamese.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Item II 2 of this Part II shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

B. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:

"The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agree-

ment, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act (such payment is herein called "the currency use payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used."

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

DONE at Saigon, in duplicate, this ninth day of November, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM
GRAHAM MARTIN	NGUYEN PHU DUC
Graham Martin	Nguyen Phu Duc *Acting Minister of Foreign Affairs*

Official Minutes of Negotiations Pertaining to the Proposed Fiscal Year 1974 Title I Agreement For the Republic of Vietnam

In consequence of discussions between representatives of the Ministry of Commerce and Industry, Republic of Vietnam, and the United States Mission to the Republic of Vietnam, about the proposed Title I Agreement for fiscal year 1974, it is accepted by both parties that:

1. In accordance with Part I Article I B 2 of the July 8, 1970 Agreement delivery of all commodities offered in this proposed Amendment is subject to the availability of commodities and funds at the time of planned exportation.

2. This Agreement modifies the currency use payment by increasing the Grant for Common Defense from 80% to 100% of all currency use payments made for quantities and values of commodities provided under this Agreement and subsequent Amendments.

3. Responsive to section 103(o) of Public Law 480, the Government of the Republic of Vietnam assures the Government of the United States of a "Fair Share" of any increase in the commercial purchases made by the purchasing country and that the United States will benefit equitably from the development of new commercial markets established in the Republic of Vietnam.

4. The Government of the Republic of Vietnam understands that the agreed minute on self-help, signed July 8, 1970, and the termination clause of the July 8, 1970 Agreement apply to this Agreement as well. It is also understood that a comprehensive, analytic report on progress of the self-help measures included in this Agreement is due in AID/Washington, December 1, 1974.

5. It is established and accepted that the Government of the United States shall bear only the cost of ocean freight differential for commodities it requires to be carried aboard United States flag vessels.

6. In accordance with Part I, Article III, Paragraph I of the July 8, 1970 Agreement, the Government of the Republic of Vietnam shall undertake measures, as may be mutually agreed prior to delivery, to publicize that commodities in this Agreement are provided by the United States Government on concessional terms. The importing Government also reaffirms its intent to provide additional publicity at the time of arrival of commodities in accordance with the provisions for identification and publicity of August 29, 1972 Agreement.

7. The Government of the Republic of Vietnam understands that the provisions included in Part I Article III Section G of the July 8, 1970 Agreement, "Applicable Exchange Rate," also apply to this Agreement.

8. The Government of the Republic of Vietnam accepts the responsibility for preparation and submission of specified reports to USAID by the 15th of October, January, April and July covering the following information:

a. Measures taken to implement the provision that there has been no resale; no diversion in transit or transshipment to other countries; no use of commodities for other than the domestic purposes for which the agricultural commodities were purchased pursuant to this Agreement, except when approved by the United States Government.

b. Measures taken to prevent export of commodities, domestic or foreign in origin, which are the same as or like commodities financed under this Agreement during the export limitation period specified in the export limitation section except as may be specified in item IV C this Agreement.

9. It is agreed that the Government of the Republic of Vietnam will define and implement procedures which will allow for the return of arrival and shipping information with appropriate notations certifying receipt of commodities not later than 30 days from the date of unloading or 30 days from receipt of the automatic data processed sheets, whichever is later.

10. The Government of the Republic of Vietnam accepts the export limitations imposed in Part II Section IV, Paragraphs A, B and C without reservations. The right of the importing country to export like or similar commodities described in the aforementioned subsections of this Agreement beyond that stated in this Agreement, will be dependent upon conditions and commodities mutually agreed to by the two Governments and stated in subsequent amendment or amendments to this Agreement. For Fiscal Year 1974, only 4,000 metric tons of cotton waste are exportable except if modified by amendment or amendments.

11. Both entities understand that the new Title I procedures no longer require PL 480 sales proceeds to be deposited in a special account. The language in this Agreement is included for the sake of consistency with the standard convertible local currency credit financing terms now in use program-wide.

12. It is understood and accepted that quantities provided for fiscal year 1974 through this Agreement are partial. Additional quantities will be added through amendment or amendments to this Agreement at a later date.

13. As for specifics about certain commodities, it is understood that:

a. Nonfat dry milk and tallow are not available for financing under PL 480 Title I provisions during fiscal year 1974;

b. The U.S. Government is unable to supply the full 420,000 metric tons of wheat requested for fiscal year 1974 under Title I provisions;

c. Tobacco is not included in this Agreement but will be added through amendment or amendments at a later date;

d. The U.S. Government is prepared to supply 3,000 bales of extra long staple (ELS) cotton after the Ministry of Commerce and Industry provides information about preferred delivery dates.

14. The Government of the Republic of Vietnam undertakes to arrange expeditiously the opening of Letters of Credit for commodities and ocean freight.

15. The signing of this Agreement shall take place at 1030 hours Friday, November 9, 1973 in Saigon, Republic of Vietnam. Acting

Minister of Foreign Affairs, Nguyen Phu Duc, will sign for the Government of Vietnam and Ambassador Graham Martin, for the Government of the United States.

[SEAL] DO HUU NGOC

Do Huu Ngoc
Assistant Minister for Logistics
November 8, 1973

VIVIAN L. C. ANDERSON

Vivian L. C. Anderson
USAID/FFP
November 8, 1973

[AMENDING AGREEMENT]

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

EMBASSY OF THE
UNITED STATES OF AMERICA
DECEMBER 18, 1973

No. 365

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on November 9, 1973 and to propose that that Agreement be amended in order to provide for approximately 3,200 metric tons of tobacco as follows:

In Part II, Particular Provisions, Item I, Commodity Table: Under the appropriate column heading, add a new commodity line reading "Tobacco—1974—3,200 M/T—8.2". On the line entitled "total", delete "$29.6" and insert "$37.8".

All other terms and conditions of the November 9, 1973 Agreement remain unchanged.

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

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

Sincerely yours,
JOSIAH W. BENNETT

Josiah W. Bennett
Chargé d'Affaires a.i.

His Excellency
LE VAN THU
Acting Minister of Foreign Affairs
Republic of Vietnam
Saigon

TIAS 7768

The Vietnamese Acting Minister of Foreign Affairs to the American Chargé d'Affaires

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
The Minister

No. 5620—EF/HT

SAIGON, *December 18, 1973*

SIR,

I have the honor to acknowledge receipt of Your Note No. 365 dated December 18, 1973 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on November 9, 1973 and to propose that that Agreement be amended in order to provide for approximately 3,200 metric tons of tobacco as follows:

In Part II, Particular Provisions, Item I, Commodity Table: Under the appropriate column heading, add a new commodity line reading "Tobacco—1974—3,200 M/T—8.2". On the line entitled "Total", delete "$29.6" and insert "$37.8".

All other terms and conditions of the November 9, 1973 Agreement remain unchanged.

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

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

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

[SEAL] LE-VAN-THU

Le-Van-Thu
Acting Minister of Foreign Affairs

Mr. JOSEPH W. BENNETT
Chargé d'Affaires
Embassy of the United States of America.
Saigon

INTERNATIONAL COMMITTEE OF THE RED CROSS

Refugee Relief in the Republic of Viet-Nam, Laos and the Khmer Republic

Agreement signed at Geneva November 1, 1973; Entered into force November 1, 1973.

GRANT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL COMMITTEE OF THE RED CROSS

This Grant Agreement, made and effective November 1, 1973 is between the United States of America, acting through the Agency for International Development (A.I.D.) and the International Committee of the Red Cross ("ICRC" or "GRANTEE") with its headquarters in Geneva, Switzerland.

Whereas, the ICRC is providing emergency relief and assistance (hereinafter referred to as the "Program") through the Indochina Operational Group (hereinafter referred to as "IOG") and has participated in establishing the international assistance of the Red Cross for Indochina fund (hereinafter referred to as "the fund") ; the Government of the United States of America wishes to respond further in helping to assuage the neeeds of refugees, displaced persons and war victims in the Republic of Vietnam, Laos and the Khmer Republic, for food, clothing, shelter, medical care and other assistance; and the Government of the United States of America wishes to provide assistance to such persons in the Republic of Vietnam, Laos and the Khmer Republic; and

Whereas, the ICRC has expressed its willingness to receive and utilize through the fund and the Indochina Operational Group of the Red Cross augmented assistance for its program in the Republic of Vietnam, Laos and the Khmer Republic;

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Now, therefore, the parties hereto agree as follows:

Section 1. The Grant.

A.I.D. hereby agrees to grant to the Grantee, pursuant to the Foreign Assistance Act of 1961, as amended,[1] up to two million United States dollars ($2,000,000) to be used to assist in financing such emergency relief and assistance, provided that a first tranche in the sum of five hundred thousand United States dollars ($500,000) may be disbursed forthwith as provided below, and that the further sum of not to exceed one million five hundred United States dollars ($1,500,000) may, subject to availability to A.I.D. of necessary funds and to the effective utilization of the first tranche, be disbursed subsequently as may be agreed between the parties hereto.

Section 2. Disbursements.

(A) After execution of this Agreement, A.I.D., upon request (accompanied by A.I.D. voucher form SF–1034, original and three copies), will disburse to Grantee the sum of five hundred thousand United States dollars ($500,000). Any interest earned on funds disbursed to the Grantee pursuant to this Agreement shall become the property of the United States Government and be returned to it by Grantee.

(B) Except as A.I.D. may otherwise agree in writing, all expenditures by or on behalf of ICRC of funds granted hereunder must be made no later than March 31, 1974, with respect to the first tranche, and by such later dates as A.I.D. may specify with respect to the balance. Any funds granted hereunder not so expended by such date or dates, or remaining upon termination of this Agreement pursuant to Section 5, shall be returned to A.I.D.

(C) To the extent feasible, Grantee, for its operations in Khmer Republic requiring local currency (riels), shall obtain such local currency by purchasing same with dollars granted hereunder from the United States disbursing office, American Embassy, Phnom Penh.

Section 3. Use of Funds.

(A) All funds made available by this Agreement shall be used for assistance to refugees, displaced persons and war victims in the Republic of Vietnam, Laos and the Khmer Republic. In carrying out this Agreement, ICRC will use as its implementing agent, within the terms of this Agreement, the Indochina Operational Group of the Red Cross. With the prior approval of A.I.D. the IOG may use the funds made available by this Agreement through other suitable channels or organizations should it feel that the funds received under this Agreement can be effectively utilized thereby.

[1] 81 Stat. 445; 86 Stat. 20; 22 U.S.C. § 2151 note.

(B) None of the funds made available by this Agreement shall be used to replace assistance currently being made available by ICRC or IOG.

Section 4. Reports.

(A) Grantee's representative in Geneva, Switzerland, shall make quarterly reports to A.I.D. describing how the program was conducted, the results which were achieved, and problems and further requirements, if any. The first such report shall be submitted on December 31, 1973.

(B) Grantee shall provide A.I.D. or its representative with such other information and such opportunity for inspection of records or audit of Grantee, relating to disbursements by Grantee for the program, as A.I.D. may reasonably request, and will for this purpose maintain for three years after the date specified in Section 2(B) hereof all books and records in connection herewith.

Section 5. Termination.

A.I.D. may, upon determination that it is in the best interests of the United States, terminate this Grant upon forty five (45) days written notice to the Grantee. The Grantee may terminate its activities under this Grant upon forty five (45) days written notice to A.I.D. When the Grantee receives or gives such notice of termination, it shall take immediate action to minimize expenditures and obligations financed under this Grant and cancel such obligations whenever possible; provided that upon written request of A.I.D. within thirty (30) days after the effective date of such termination, the Grantee shall assign to A.I.D. all its assignable rights, title and interest in and to any property acquired by it hereunder.

Section 6. Use of Representatives.

(A) All actions required or permitted to be performed or taken under this Agreement by Grantee or A.I.D. may be performed by their respective duly authorized representatives.

(B) The Grantee hereby designates Chief, Indochina Operational Group of the Red Cross, in Geneva, as its representative with authority to designate in writing other representatives of Grantee in its dealings with A.I.D. Grantee's representative designated pursuant to the preceding sentence, unless A.I.D. is given notice otherwise, shall have authority to agree on behalf of Grantee to any modification of this Agreement. Until receipt by A.I.D. of written notice of revocation by Grantee of the authority of any of its representatives, A.I.D. may accept the signature of such representatives on an instrument as conclusive evidence that any action effected by such instrument is authorized by Grantee.

Section 7. Communications.

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

To Grantee: Mail Address:

Chief, Indochina Operational Group of the Red Cross
c/o The International Committee of the Red Cross
7, Avenue de la Paix
CH-1211, Geneva, Switzerland

To A.I.D.: Mail Address:

Department of State
Agency for International Development
Bureau for Supporting Assistance
Washington, D.C. 20523

Other addresses may be substituted for the above upon giving of notice as provided herein.

The International Committee of the Red Cross

By: R GALLOPIN

Title: *President of the Executive Council*

By: PIERRE BASSET

Title: *Assistant Director*

The United States of America

By: JULES BASSIN

Title: *Charge d'Affaires a. i.*
United States Mission
Geneva, Switzerland

BRAZIL

Fisheries: Shrimp

Agreement extending the agreement of May 9, 1972.
Effected by exchange of notes
Signed at Brasilia December 31, 1973;
Entered into force December 31, 1973.

The American Ambassador to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 635

BRASILIA, *December 31, 1973*

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the Federative Republic of Brazil and the Government of the United States of America concerning shrimp, signed in this capital on May 9, 1972, [1] which in Article XI foresees the possibility of its extension if both parties so desire.

Under these conditions, I have the honor to propose to Your Excellency that the above-mentioned agreement be extended to June 30, 1974. Accordingly, the Government of the United States of America will compensate the Federative Republic of Brazil in the amount of one-half of the compensation referred to in the exchange of notes of May 9, 1972 for the purposes stated in those notes and in Article VI of the Agreement.

Accept, Mr. Minister, the expressions of my highest consideration.

JOHN HUGH CRIMMINS

His Excellency
Ambassador MARIO GIBSON BARBOZA
Minister of External Relations
Brasilia

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[1] TIAS 7603; *ante*, p. 923.

The Brazilian Minister of External Relations to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAI/DCS/140/245(B46)(B13) Em 31 de DEZEMBRO de 1973.

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota de Vossa Excelência, datada de hoje e cujo teor em português é o seguinte:

"EXCELÊNCIA,

Tenho a honra de referir-me ao Acordo entre o Governo da República Federativa do Brasil e o Governo dos Estados Unidos da América sobre Camarão, assinado em 9 de maio de 1972 nesta capital, cujo Artigo XI prevê a possibilidade de sua prorrogação caso as Partes assim o desejem.

Nessas condições, tenho a honra de propor a Vossa Excelência seja prorrogado até o dia 30 de junho de 1974 o instrumento supramencionado. Dessa forma, o Governo dos Estados Unidos da América compensará o Governo da República Federativa do Brasil com metade do montante a que se refere a troca de notas de 9 de maio de 1972 pelos motivos expostos nessas notas e no Artigo VI do Acordo.

Aceite, Senhor Ministro, os protestos da minha mais alta consideração."

2. Em resposta, tenho a honra de informar Vossa Excelência de que o Governo da República Federativa do Brasil concorda com os termos da nota acima transcrita.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

MARIO GIBSON BARBOZA

A Sua Excelência o Senhor JOHN HUGH CRIMMINS,
Embaixador Extraordinário e Plenipotenciário dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DPB/DAI/DCS/140/245(B46)(B13) DECEMBER 31, 1973

MR. AMBASSADOR:

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

[For the English language text, see p. 2541.]

In reply, I have the honor to inform Your Excellency that the Government of the Federative Republic of Brazil agrees with the terms of the note transcribed above.

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

MARIO GIBSON BARBOZA

His Excellency
JOHN HUGH CRIMMINS,
Ambassador Extraordinary and
Plenipotentiary of the
United States of America

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