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STATUS OF UNITED NATIONS FORCES IN JAPAN

TIAS 2995
Feb. 19, 1954

Agreement and Agreed Official Minutes

- Signed at Tokyo February 19, 1954
- Entered into force June 11, 1954

and

Protocol for Provisional Implementation of Agreement

- Signed at Tokyo February 19, 1954
- Entered into force February 19, 1954

AGREEMENT REGARDING THE STATUS OF THE UNITED NATIONS FORCES IN JAPAN[1]

WHEREAS it is stated in the notes exchanged by Mr. Shigeru Yoshida, Prime Minister of Japan, and Mr. Dean Acheson, Secretary of State of the United States of America, on September 8, 1951, [2] that upon the coming into force of the Treaty of Peace with Japan [2] signed at the city of San Francisco on the same day Japan will assume obligations expressed in Article 2 of the Charter of the United Nations [3] which requires the giving to the United Nations of every assistance in any action it takes in accordance with the Charter;

WHEREAS in the above-mentioned notes the Government of Japan confirmed that if and when the forces of a member or members of the United Nations are engaged in any United Nations action in the Far East after the Treaty of Peace comes into force, Japan will permit and facilitate the support in and about Japan, by the member or members, of the forces engaged in such United Nations action;

WHEREAS the United Nations forces still continue to be engaged in action pursuant to the Security Council Resolutions of June 25, June 27 and July 7, 1950 and the General Assembly Resolution of February 1, 1951, which called upon all States and authorities to lend every assistance to the United Nations action; and

WHEREAS Japan has been and is rendering important assistance in the form of facilities and services to the forces which are participating in the United Nations action in Korea;

Now, THEREFORE, in order to define the status of, and treatment to be accorded to, such forces in Japan pending their withdrawal from its territory, the Parties to this Agreement have agreed as follows:

ARTICLE I

Except as otherwise provided in this Agreement, the following definitions of terms shall be adopted for the purpose of this Agreement:

(a) "United Nations Resolutions" means the United Nations Security Council Resolutions of June 25, June 27 and July 7, 1950 and

[1] The text herein contained is a literal print of a copy certified as a true copy on Mar. 31, 1954, by the Chief of Archives Section, Ministry of Foreign Affairs of Japan.

[2] Treaties and Other International Acts Series 2490; 3 UST, pt. 3, p. 3169.

[3] Treaty Series 993; 59 Stat. 1037.

th United Nations General Assembly Resolution of February 1, 1951.

(b) "Parties to this Agreement" means the Government of Japan, the Government of the United States of America acting as the Unified Command, and each Government which signs, or signs "subject to acceptance" and accepts, or accedes to, this Agreement, as the Government of a State sending forces to Korea pursuant to the United Nations Resolutions.

(c) "Sending State" means any State which has sent or may hereafter send forces to Korea pursuant to the United Nations Resolutions and whose Government is a Party to this Agreement as the Government of a State sending forces to Korea pursuant to the United Nations Resolutions.

(d) "United Nations forces" means those forces of the land, sea or air armed services of the sending States which are sent to engage in action pursuant to the United Nations Resolutions.

(e) "Members of the United Nations forces" means personnel on active duty belonging to the United Nations forces when such persons are in Japan.

(f) "Civilian component" means the civilian persons of the nationality of any sending State who are in the employ of, serving with, or accompanying the United Nations forces when such persons are in Japan, but excludes persons who are ordinarily resident in Japan.

(g) "Dependents" means the following persons, when such persons are in Japan:

(i) Spouse, and children under 21, of members of the United Nations forces or of the civilian components;

(ii) Parents, and children over 21, of members of the United Nations forces or of the civilian components, if dependent for over half their support upon such members.

ARTICLE II

It is the duty of the United Nations forces as well as members of such forces and of the civilian components, and their dependents to respect the law of Japan and to abstain from any activity inconsistent with the spirit of this Agreement, and, in particular, from any political activity in Japan. The authorities of the sending States and the Commander-in-Chief, United Nations Command, shall take appropriate measures to this end.

ARTICLE III

1. Subject to the provisions of this Article, the Government of Japan grants permission to members of the United Nations forces and of the civilian components, and their dependents to enter into and depart from Japan for the purpose of this Agreement. The United Nations Command shall appropriately notify the Government of Japan of the number of persons entering and departing, the date of entry and departure, the object of entry, and the expected duration of stay.

2. Members of the United Nations forces shall be exempt from Japanese laws and regulations on passports and visas. Members of the United Nations forces and of the civilian components, and their dependents shall be exempt from Japanese laws and regulations on registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in the territory of Japan.

3. Upon entry into and departure from Japan members of the United Nations forces shall be in possession of the following documents:

(a) personal identity card showing name, date of birth, rank and number, service, and photograph; and

(b) individual or collective travel order certifying to the status of the individual or group as a member or members of the United Nations forces and to the travel ordered.

4. For purposes of their identification while in Japan, members of the United Nations forces shall be in possession of the foregoing personal identity card, which must be presented on demand of the appropriate Japanese authorities.

5. Members of the civilian components shall have their status and the organization to which they belong described in their passports. Dependents shall have their status described in their passports.

6. For purposes of their identification while in Japan, members of the civilian components and dependents shall, on demand of the appropriate Japanese authorities, present their passports within a reasonable time.

7. If the status of any person brought into Japan under this Article is altered so that he would no longer be entitled to such admission, the authorities of the sending State shall notify the Japanese authorities, and shall cause such person to leave Japan without cost to the Government of Japan as promptly as possible, unless such person be permitted to remain in Japan in accordance with the Japanese laws and regulations concerned.

8. If Japan, for good cause, has requested the removal from its territory of a member of the United Nations forces or of the civilian com-

ponents, or a dependent, the authorities of the sending State concerned shall be responsible for causing the said person to leave Japan without delay.

ARTICLE IV

1. Vessels and aircraft operated by, for or under the control of the United Nations forces for the purpose of this Agreement shall be accorded access to such ports or airports as may be agreed upon by the Joint Board provided for in Article XX, free from toll or landing charges. When cargo or passengers not accorded the exemptions of this Agreement are carried on such vessels and aircraft, notification shall be given to the appropriate Japanese authorities, and such cargo or passengers shall be entered according to the laws and regulations of Japan.

2. The vessels and aircraft mentioned in the preceding paragraph, official vehicles of the United Nations forces and of the civilian components, and members of such forces and of the civilian components, and their dependents, and vehicles of such persons shall be accorded access to and movement between facilities and areas in use by such forces in accordance with Article V and between such facilities and areas, and the ports or airports mentioned in the preceding paragraph.

3. When the vessels mentioned in paragraph 1 enter Japanese ports, appropriate notification shall be made to the proper Japanese authorities. Such vessels shall have freedom from compulsory pilotage, but if a pilot is taken pilotage shall be paid for at appropriate rates.

ARTICLE V

1. The United Nations forces may use such facilities in Japan, inclusive of existing furnishings, equipment and fixtures necessary for the operation of such facilities, as may be agreed upon through the Joint Board.

2. The United Nations forces may, with the agreement of the Government of Japan through the Joint Board, use those facilities and areas the use of which is provided to the United States of America under the Security Treaty between Japan and the United States of America. [1]

3. Within the facilities the United Nations forces shall have the rights which are necessary and appropriate for the purpose of this Agreement. All questions relating to frequencies, power and similar matters used by electric radiation apparatus employed by the United

[1] Treaties and Other International Acts Series 2491; 3 UST, pt. 3, p. 3329.

Nations forces shall be settled by mutual agreement through the Joint Board.

4. The facilities used by the United Nations forces under the terms of paragraph 1 shall be promptly returned to Japan whenever they are no longer needed, without any obligation to restore such facilities to their original condition and without compensation to or by either Party. The Parties to this Agreement may agree, through the Joint Board, on other arrangements with respect to construction or major alteration.

Article VI

The United Nations forces, members of such forces and of the civilian components, and their dependents may use public utilities and services belonging to, or controlled or regulated by the Government of Japan. In the use of such utilities and services the United Nations forces shall be accorded treatment no less favourable than that given from time to time to the ministries and agencies of the Government of Japan.

Article VII

1. Japan shall accept as valid, without a driving test or fee, the driving permit or license or military driving permit issued by the sending State to a member of the United Nations forces or of the civilian components, or a dependent.

2. Official vehicles of the United Nations forces and of the civilian components shall carry a distinctive nationality mark and number.

3. Privately-owned vehicles of members of the United Nations forces and of the civilian components, and their dependents shall carry Japanese number plates to be acquired under the same conditions as those applicable to Japanese nationals.

Article VIII

The United Nations forces shall have the right to establish and operate, within the facilities in use by them, military post offices for the use of members of the United Nations forces and of the civilian components, and their dependents for the transmission of mail between such military post offices in Japan and between such military post offices and other post offices established and operated outside Japan by the sending States.

Article IX

1. Non-appropriated fund organizations authorized and regulated by the United Nations forces, may be established in the facilities

in use by the United Nations forces for the use of members of such forces and of the civilian components, and their dependents. Except as otherwise provided in this Agreement, such organizations shall not be subject to Japanese regulations, license, fees, taxes or similar controls.

2. No Japanese tax shall be imposed on sales of merchandise and services by such organizations, but purchases within Japan of merchandise and supplies by such organizations shall be subject to Japanese taxes.

3. Except as such disposal may be authorized by the Japanese authorities and the United Nations forces in accordance with mutually agreed conditions, goods which are sold by such organizations shall not be disposed of in Japan to persons not authorized to make purchases from such organizations.

4. The obligations for the withholding and payment of income tax, local inhabitant tax and social security contributions, and, except as may otherwise be mutually agreed, the conditions of employment and work, such as those relating to wages and supplementary payments, the conditions for the protection of workers, and the rights of workers concerning labour relations shall be those laid down by the legislation of Japan.

5. The organizations provided for in paragraph 1 shall provide such information to the Japanese authorities as is required by Japanese tax legislation.

6. Such organizations may use military payment scrip in their transactions with persons who are authorized to use military payment scrip as provided for in Article XI. Such organizations may not hold deposit accounts in foreign currency with foreign exchange banks in Japan unless otherwise agreed through the Joint Board.

Article X

1. Members of the United Nations forces and of the civilian components, and their dependents shall be subject to the foreign exchange controls of the Government of Japan.

2. The preceding paragraph shall not be construed to preclude the transmission into or outside of Japan of foreign exchange instruments representing the official funds of the Governments of the sending States or realized as a result of service or employment in connection with this Agreement by members of the United Nations forces and of the civilian components, or realized by such persons and their dependents from sources outside Japan.

3. The authorities of the United Nations forces and the Governments of the sending States shall take suitable measures to preclude

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the abuse of the privileges stipulated in the preceding paragraph or circumvention of the Japanese foreign exchange controls.

ARTICLE XI

1. Military payment scrip may be used by persons authorized by the sending States for internal transactions within facilities in use by the sending States in accordance with the regulations of the States which issued the scrip and in whose currency it is denominated. The United Nations forces shall take appropriate action to ensure that authorized persons are prohibited from engaging in transactions involving military payment scrip except as authorized by appropriate regulations of the State which issued the military payment scrip. The Government of Japan shall take necessary action to prohibit unauthorized persons from engaging in transactions involving military payment scrip and, with the aid of the United Nations forces if necessary, shall apprehend and punish any person or persons under its jurisdiction involved in the counterfeiting or uttering of counterfeit military payment scrip.

2. The United Nations forces shall apprehend and punish by due process of law members of the United Nations forces or of the civilian components, or their dependents who tender military payment scrip to unauthorized persons and no obligation shall be due to such unauthorized persons or to the Government of Japan or its agencies from the United Nations forces as a result of any unauthorized use of military payment scrip within Japan.

ARTICLE XII

1. The United Nations forces shall not be subject to taxes or similar charges on property held, used or transferred by such forces in Japan.

2. Members of the United Nations forces and of the civilian components, and their dependents shall not be liable to pay any Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with or employment by such forces or by the organizations provided for in Article IX. The provisions of this Article do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources, nor do they exempt citizens of the sending State who for purposes of income tax of that State claim Japanese residence from payment of Japanese taxes on income.

3. Periods during which the persons referred to in the preceding paragraph are in Japan solely by reason of being members of the United Nations forces or of the civilian components, or their dependents shall not be considered as periods of residence or domicile in Japan for the purpose of Japanese taxation.

4. Members of the United Nations forces and of the civilian components, and their dependents shall be exempt from taxation in Japan on the holding, use, transfer inter se, or transfer by death of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided that such exemption shall not apply to property held for the purpose of investment or the conduct of business in Japan or to any intangible property registered in Japan. There is no obligation under this Article to grant exemption from taxes payable in respect of the use of roads by private vehicles.

ARTICLE XIII

1. Except as otherwise provided in this Agreement, the United Nations forces, members of such forces and of the civilian components, and their dependents, as well as the organizations provided for in Article IX, shall be subject to the laws and regulations administered by the customs authorities of Japan.

2. All materials, supplies and equipment imported by the United Nations forces or by the organizations provided for in Article IX exclusively for the official use of the United Nations forces or those organizations or for the use of members of the United Nations forces and of the civilian components, and their dependents shall be permitted entry into Japan free from customs duties and other such charges.

3. When the goods mentioned in the preceding paragraph are imported, a certificate signed by a person authorized for the purpose, in the form to be determined by the Joint Board, and certifying that they are being imported for the purposes stated in the preceding paragraph, shall be submitted by the United Nations forces to the customs authorities of Japan.

4. Property consigned to and for the personal use of members of the United Nations forces and of the civilian components, and their dependents shall be subject to customs duties and other such charges except that no such duties or charges shall be paid with respect to:

(a) Furniture and household goods for their private use imported by members of the United Nations forces or of the civilian components when they first arrive to serve in Japan or by their dependents when they first arrive for reunion with members of such forces or of the civilian components, and personal effects for private use brought by the said persons upon entrance.

(b) Motor vehicles and spare parts imported by a member of the United Nations forces or of the civilian components for the private use of himself or his dependents.

(c) Reasonable quantities of clothing and household goods which are mailed into Japan through military post offices for the private use of members of the United Nations forces and of the civilian components, and their dependents, provided that such clothing and household goods are those of a type which would ordinarily be purchased in the sending State to which such persons belong for everyday use.

5. The exemptions granted in paragraphs 2 and 4 shall apply only to cases of importation of goods and shall not be interpreted as refunding customs duties and domestic excises collected by the customs authorities at the time of entry in cases of purchases of goods on which such duties and excises have already been collected.

6. Customs examination shall not be made in the following cases:

(a) Units and members of the United Nations forces under orders entering or leaving Japan;

(b) Official documents under official seal;

(c) Military cargo shipped on a government bill of lading, and mail in military postal channels.

7. Except as authorized by the authorities of Japan and of the United Nations forces in accordance with mutually agreed conditions, goods imported into Japan free from customs duties and other such charges under this Agreement shall not be disposed of in Japan to persons not entitled to import such goods free from customs duties and other such charges under this Agreement.

8. Goods imported into Japan free from customs duties and other such charges pursuant to paragraphs 2 and 4, may be re-exported free from customs duties and other such charges.

9. The United Nations forces, in cooperation with the Japanese authorities, shall take such steps as are necessary to prevent abuse of privileges granted to the United Nations forces, members of such forces and of the civilian components, and their dependents in accordance with this Article.

10. (a) In order to prevent offences against laws and regulations administered by the Japanese customs authorities, the Japanese authorities and the United Nations forces shall assist each other in the conduct of inquiries and the collection of evidence.

(b) The United Nations forces shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the Japanese customs authorities are handed to those authorities.

(c) The United Nations forces shall render all assistance within their power to ensure the payment of duties, taxes and penalties payable by members of such forces or of the civilian components, or their dependents.

(d) Any property belonging to the United Nations forces seized by the Japanese customs authorities in connection with an offence against its customs or fiscal laws or regulations shall be handed over to the appropriate authorities of the forces to which such property belongs.

ARTICLE XIV

1. Materials, supplies, equipment and services which are required from local sources for the support of the United Nations forces and the procurement of which may have an adverse effect on the economy of Japan shall be procured in coordination with, and, when desirable, through or with the assistance of, the competent authorities of Japan.

2. Disputes arising out of contracts concerning the procurement of materials, supplies, equipment, services and labour by or for the United Nations forces, which are not resolved by the parties to the contract concerned, may be submitted to the Joint Board for conciliation, provided that the provisions of this paragraph shall not prejudice any right which the parties to the contract may have to file a suit.

3. Materials, supplies, equipment and services procured for official purposes in Japan by the United Nations forces, or by authorized procurement agencies of the United Nations forces upon appropriate certification by the authorities of such forces shall be exempt from the following Japanese taxes:

(a) Commodity tax
(b) Travelling tax
(c) Gasoline tax
(d) Electricity and gas tax

Materials, supplies, equipment and services procured for ultimate use by the United Nations forces shall be exempt from commodity and gasoline taxes upon appropriate certification by the United Nations forces. With respect to any present or future Japanese taxes not specifically referred to in this Article which might be found to constitute a significant and readily identifiable part of the gross purchase price of materials, supplies, equipment and services procured by the United Nations forces, Japan and the United Nations forces will agree upon a procedure for granting such exemption or relief therefrom as is consistent with the purposes of this Article.

4. Except as such disposal may be authorized by the Japanese authorities and the United Nations forces in accordance with mutually agreed conditions, goods purchased in Japan exempt from taxes referred to in the preceding paragraph shall not be disposed of in Japan to persons not entitled to purchase such goods exempt from such taxes.

5. Neither members of the United Nations forces or of the civilian components nor their dependents shall by reason of this Article enjoy any exemption from taxes or similar charges relating to personal purchases of goods and services in Japan chargeable under Japanese legislation.

6. Local labour requirements of the United Nations forces shall be satisfied with the assistance of the Japanese authorities.

7. The obligations for the withholding and payment of income tax, local inhabitant tax and social security contributions, and, except as may otherwise be mutually agreed, the conditions of employment and work, such as those relating to wages and supplementary payments, the conditions for the protection of workers, and the rights of workers concerning labour relations shall be those laid down by the legislation of Japan.

Article XV

The United Nations forces shall bear for the duration of this Agreement without cost to Japan all expenditures incident to the maintenance of such forces in Japan except that facilities, owned by the Government of Japan, the use of which is made available to such forces by the Government of Japan, shall be furnished by Japan free from rentals and other such charges.

Article XVI

1. Subject to the provisions of this Article,

(a) the military authorities of the sending State shall have the right to exercise within Japan all criminal and disciplinary jurisdiction conferred on them by the law of the sending State over all persons subject to the military law of that State;

(b) the authorities of Japan shall have jurisdiction over members of the United Nations forces or of the civilian components, and their dependents with respect to offences committed within the territory of Japan and punishable by the law of Japan.

2. (a) The military authorities of the sending State shall have the right to exercise exclusive jurisdiction over persons subject to the military law of that State with respect to offences, including offences relating to its security, punishable by the law of that sending State, but not by the law of Japan.

(b) The authorities of Japan shall have the right to exercise exclusive jurisdiction over members of the United Nations forces or of the civilian components, and their dependents with respect to offences, including offences relating to the security of Japan, punishable by its law but not by the law of the sending State concerned.

(c) For the purposes of this paragraph and of paragraph 3 of this Article a security offence against a State shall include

(i) treason against the State;

(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defence of that State.

3. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

(a) The military authorities of the sending State shall have the primary right to exercise jurisdiction over a member of the United Nations forces or of the civilian component in relation to

(i) offences solely against the property or security of that State, or offences solely against the person or property of another member of the force of that State or of the civilian component, or a dependent;

(ii) offences arising out of any act or omission done in the performance of official duty.

(b) In the case of any other offence the authorities of Japan shall have the primary right to exercise jurisdiction.

(c) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a wavier of its right in cases where that other State considers such wavier to be of particular importance.

4. The foregoing provisions of this Article shall not imply any right for the military authorities of the sending State to exercise jurisdiction over persons who are nationals of or ordinarily resident in Japan, unless they are members of the force of that sending State.

5. (a) The authorities of Japan and the military authorities of the sending States shall assist each other in the arrest of members of the United Nations forces or of the civilian components, or their dependents in the territory of Japan and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.

(b) The authorities of Japan shall notify promptly the military authorities of the sending State of the arrest of any member of the force of that sending State or of the civilian component, or a dependent.

(c) The custody of an accused member of the force of a sending State or of the civilian component over whom Japan is to exercise jurisdiction shall, if he is in the hands of that sending State, remain with that State until he is charged by Japan.

6. (a) The authorities of Japan and the military authorities of the sending States shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(b) The authorities of Japan and the military authorities of the sending State shall notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

7. (a) A death sentence shall not be carried out in Japan by the military authorities of the sending State if the legislation of Japan does not provide for such punishment in a similar case.

(b) The authorities of Japan shall give sympathetic consideration to a request from the military authorities of the sending State for assistance in carrying out a sentence of imprisonment pronounced by the military authorities of the sending State under the provisions of this Article within the territory of Japan.

8. Where an accused has been tried in accordance with the provisions of this Article either by the authorities of Japan or by the military authorities of a sending State and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offence within the territory of Japan by the authorities of another State the Government of which is a Party to this Agreement. However, nothing in this paragraph shall prevent the military authorities of the sending State from trying a member of its force for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of Japan.

9. Whenever a member of the United Nations forces or of the civilian components, or a dependent is prosecuted under the jurisdiction of Japan he shall be entitled:

(a) to a prompt and speedy trial;

(b) to be informed, in advance of trial, of the specific charge or charges made against him;

(c) to be confronted with the witnesses against him;

(d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Japan;

(e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in Japan;

(f) if he considers it necessary, to have the services of a competent interpreter; and

(g) to communicate with a representative of the Government of the sending State and to have such a representative present at his trial.

10. (a) Regularly constituted military units or formations of the United Nations forces shall have the right to police any United Nations forces facilities. The military police of such forces may take all appropriate measures to ensure the maintenance of order and security within such facilities.

(b) Outside these facilities, such military police shall be employed only subject to arrangements with the authorities of Japan and in liaison with those authorities, and in so far as such employment is necessary to maintain discipline and order among the members of the United Nations forces.

11. If the provisions of Article XVII of the Administrative Agreement between the Government of Japan and the Government of the United States of America, signed at Tokyo on February 28, 1952, [1] as amended by the Protocol signed at Tokyo on September 29, 1953 [2] are further amended, Parties to this Agreement shall, after consultation, make similar amendments to the corresponding provisions of this Article, provided the forces of the sending State concerned are under circumstances similar to those giving rise to such further amendment.

12. The Protocol on the Exercise of Criminal Jurisdiction over United Nations Forces in Japan, signed at Tokyo on October 26, 1953, and the Annex thereto [3] shall cease to be in force between the Government of Japan and any other Party to this Agreement which has signed the said Protocol as of the date of the entry into force of this Agreement with respect to such Party.

Article XVII

The Parties to this Agreement will cooperate in taking such steps as may from time to time be necessary to ensure the security of the United Nations forces, members of such forces and of the civilian components, their dependents, and their property. The Government of Japan shall seek such legislation and take such other action as it deems necessary to ensure the adequate security and protection within the terri-

[1] Treaties and Other International Acts Series 2492; 3 UST, pt. 3, p. 3353.
[2] TIAS 2848; 4 UST, pt. 2, p. 1846.
[3] TIAS 2887; 4 UST, pt. 2, p. 2766.

tory of Japan of installations, equipment, property, records and official information of the United Nations forces, and for the punishment of offenders under the applicable laws of Japan.

ARTICLE XVIII

1. Each Party to this Agreement waives all its claims against any other Party to this Agreement for injury or death suffered in Japan by a member of the forces of, or a civilian governmental employee of the former Party, while such member or employee was engaged in the performance of his official duties, in cases where such injury or death was caused by a member of the forces of, or a civilian governmental employee of the other Party in the performance of his official duties.

2. Each Party to this Agreement waives all its claims against any other Party to this Agreement for damage to any property in Japan owned by it, if such damage was caused by a member of the forces of, or a civilian governmental employee of the other Party in the performance of his official duties.

3. Claims, other than contractual, arising out of acts or omissions of members or employees of the United Nations forces done in the performance of their official duties, or out of any other act, omission or occurrence for which the United Nations forces are legally responsible, arising incident to non-combat activities and causing injury, death or property damage in Japan to third parties shall be dealt with by Japan in accordance with the following provisions:

(a) Claims shall be filed within one year from the date on which they arise, and shall be considered and settled or adjudicated in accordance with the laws and regulations of Japan with respect to claims arising from the activities of its own employees.

(b) Japan may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by Japan in yen.

(c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of Japan, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive.

(d) The cost incurred in satisfying claims pursuant to the preceding subparagraphs shall be shared by the Parties to this Agreement as follows:

(i) Where one sending State alone is responsible, the amount agreed upon or adjudged shall be shared in the proportion of 75% chargeable to the sending State and 25% chargeable to Japan.

(ii) Where more than one sending State is jointly responsible, the amount agreed upon or adjudged shall be shared in such proportion that the shares of the sending States concerned shall be equal among themselves and the share of Japan shall be one half of that of one of such sending States.

(iii) Where the injury, death or property damage was caused by the United Nations forces of more than one sending State and it is not possible to attribute it specifically to any of the United Nations forces, all of the sending States concerned shall be regarded as responsible for the cause of such injury, death or property damage and the provisions of item (ii) above shall apply thereto.

(e) In accordance with procedures to be established, a statement of all claims approved or disapproved by Japan pursuant to this paragraph, the findings in each case, and a statement of the sums paid by Japan, shall be sent periodically to the sending State concerned, together with a request for reimbursement of the share to be paid by such sending State. Such reimbursement shall be made in yen within the shortest possible period of time.

4. Each Party to this Agreement shall have the primary right, in the execution of the foregoing paragraphs, to determine whether its personnel were engaged in the performance of official duty. Such determination shall be made as soon as possible after the arising of the claim concerned. When any other Party concerned disagrees with the results of such determination, that Party may bring the matter before the Joint Board for consultation.

5. Claims against members or employees of the United Nations forces arising out of tortious acts or omissions in Japan not done in the performance of their official duties shall be dealt with in the following manner:

(a) The Japanese authorities shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.

(b) The report shall be delivered to the authorities of the sending State concerned, who shall then decide without delay whether they will offer an ex gratia payment, and if so, of what amount.

(c) If an offer of ex gratia payment is made, and accepted by the claimant in full satisfaction of his claim, the authorities of the sending State shall make the payment themselves and inform the Japanese authorities of their decision and of the sum paid.

(d) Nothing in this paragraph shall affect the jurisdiction of the courts of Japan to entertain an action against a member or employee of the United Nations forces unless and until there has been payment in full satisfaction of the claim.

6. (a) Members and employees of the United Nations forces, excluding those employees who have only Japanese nationality, shall not be subject to suit in Japan with respect to claims specified in paragraph 3, but shall be subject to the civil jurisdiction of Japanese courts with respect to all other types of cases.

(b) In case any private movable property, excluding that in use by the United Nations forces, which is subject to compulsory execution under Japanese law, is within the facilities in use by the United Nations forces, the authorities of the sending State concerned shall, upon the request of Japanese courts, possess and turn over such property to the Japanese authorities. In the case of a sending State the forces of which have no legal authority to take such action, the authorities of that State shall allow the appropriate Japanese authorities to take possession of such property in accordance with Japanese law.

(c) The authorities of every sending State shall cooperate with the Japanese authorities in making available witnesses and evidence for a fair hearing and disposal of claims under the provisions of this Article.

Article XIX

The Parties to this Agreement shall as promptly as possible take legislative, budgetary and other measures necessary for the implementation of this Agreement.

Article XX

1. A Joint Board shall be established in Tokyo as the means for consultation and agreement between the Government of Japan and the other Parties to this Agreement on matters relating to the interpretation and implementation of this Agreement.

2. The Joint Board shall be composed of two representatives, one representing the Government of Japan and the other representing the other Parties to this Agreement, each of whom shall have one or more deputies and a staff. The Joint Board shall determine its own procedures, and arrange for such auxiliary organs and administrative services as may be required. The Joint Board shall be so organized that it may meet at any time at the request of either representative.

3. If the Joint Board is unable to reach agreement on any matter, it shall be settled through inter-governmental negotiations.

ARTICLE XXI

1. This Agreement shall be signed by the Government of Japan and the Government of the United States of America acting as the Unified Command, and may be signed by the Government of any State which has sent or may hereafter send forces to Korea pursuant to the United Nations Resolutions. After its first signature and until its first entry into force this Agreement shall be open, subject to the consent of the Government of Japan, for signature by the Government of any other such State.

2. Ten days after the date on which the Government of Japan accepts this Agreement, it shall enter into force for the Government of Japan and for each other Government which, on or before the date of acceptance by the Government of Japan, signs, or signs "subject to acceptance" and accepts, this Agreement. [1] For each Government which signs, or accepts, or signs "subject to acceptance" and accepts, this Agreement after the date of acceptance by the Government of Japan, it shall enter into force ten days after the date on which that Government signs, or having signed "subject to acceptance" accepts, this Agreement.

3. The acceptance of this Agreement shall be made by depositing an instrument of acceptance with the Government of Japan. The Government of Japan shall notify each Government which is a Party to this Agreement, of the date of each signature and of deposit of each instrument of acceptance, if any.

4. The provisions of this Agreement, except those of Article XVI and those which are per se incapable of retroaction, shall be operative retroactively to April 28, 1952 for the Government of Japan and for each other Government which, on or within six months after the date of first signature of this Agreement, signs, or signs "subject to acceptance" and accepts, this Agreement.

ARTICLE XXII

1. After the first entry into force of this Agreement in accordance with paragraph 2 of Article XXI, the Government of any State not signatory to this Agreement which has sent or may hereafter send forces to Korea pursuant to the United Nations Resolutions, may, subject to the consent of the Government of Japan, accede to this Agreement by depositing its instrument of accession with the Government of Japan.

2. The Government of Japan shall notify each Government which is a Party to this Agreement, of the date of deposit of each instrument of accession.

[1] Japan accepted June 1, 1954; entered into force June 11, 1954.

3. This Agreement shall enter into force for each acceding Government ten days after the date of deposit of its instrument of accession.

4. The provisions of this Agreement, except those of Article XVI and those which are per se incapable of retroaction, shall be operative retroactively to April 28, 1952 for each acceding Government which deposits its instrument of accession within six months after the date of first signature of this Agreement.

ARTICLE XXIII

1. Any Party to this Agreement may at any time request a revision of any Article. Upon such request the Government of Japan and the Government of the United States of America acting as the Unified Command, in consultation with and on behalf of the sending States concerned, shall enter into negotiations.

2. If any provisions of the Administrative Agreement between the Government of Japan and the Government of the United States of America, signed at Tokyo on February 28, 1952, as amended by the Protocol signed at Tokyo on September 29, 1953 are revised, the Government of Japan and the Governmen of the United States of America acting as the Unified Command, in consultation with and on behalf of the sending States, shall, except as provided in paragraph 11 of Article XVI, enter into negotiations with a view to agreeing on similar revision of the corresponding provisions of this Agreement.

ARTICLE XXIV

All the United Nations forces shall be withdrawn from Japan within ninety days after the date by which all the United Nations forces shall have been withdrawn from Korea. The Parties to this Agreement may agree upon an earlier date by which all the United Nations forces shall be withdrawn from Japan.

ARTICLE XXV

This Agreement and agreed revisions thereof shall terminate on the date by which all the United Nations forces shall be withdrawn from Japan in accordance with the provisions of Article XXIV. In case all the United Nations forces have been withdrawn from Japan earlier than such date, this Agreement and agreed revisions thereof shall terminate on the date when the withdrawal has been completed.

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

DONE at Tokyo this nineteenth day of February, 1954 in the Japanese and English languages, both texts being equally authoritative, in a single original which shall be deposited in the archives of the Government of Japan. The Government of Japan shall transmit certified copies thereof to all the signatory and acceding Governments.

For the Government of Japan:

KATSUO OKAZAKI
Subject to acceptance [1]

For the Government of the United States of America acting as the Unified Command:

J. GRAHAM PARSONS

GOVERNMENTS OF STATES SENDING FORCES TO KOREA PURSUANT TO THE UNITED NATIONS RESOLUTIONS [2]

For the Government of Canada:

R. W. MAYHEW
Subject to acceptance [1]

For the Government of New Zealand:

R. M. MILLER
Subject to acceptance [1]

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

ESLER DENING

For the Government of the Union of South Africa:

ESLER DENING
Subject to acceptance

For the Government of the Commonwealth of Australia:

E. RONALD WALKER

For the Government of the Republic of the Philippines:

JOSÉ F. IMPERIAL

[1] Accepted June 1, 1954.

[2] Signed for the Governments of France and Italy Apr. 12 and May 19, 1954, respectively.

AGREED OFFICIAL MINUTES RELATING TO THE AGREEMENT REGARDING THE STATUS OF THE UNITED NATIONS FORCES IN JAPAN

Re Article I:

1. For the purpose of this Agreement the Government of the United States of America acts only in the capacity of "the Government of the United States of America acting as the Unified Command". The status of the United States armed forces in Japan is defined by arrangements made pursuant to the Security Treaty between Japan and the United States of America, signed at the city of San Francisco on September 8, 1951.

2. Regarding the treatment of members of civilian component having dual nationality, the precedents established by practices under the Administrative Agreement between the Government of Japan and the Government of the United States of America shall be followed in the application of this Agreement.

3. The scope of persons who are to come under the definition of "civilian component" shall be determined by the Joint Board in the light of the precedents established under the Administrative Agreement between the Government of Japan and the Government of the United States of America.

4. If the number of dependents brought to Japan shows a substantial increase over the number of such dependents at the time this Agreement enters into force, the Parties to this Agreement shall consult on the question of dependents.

Re Article III:

1. Details of contents and procedures of appropriate notification as provided for in paragraph 1 shall be determined by the Joint Board.

2. If the identity card held on arrival does not contain a photograph, this omission shall not bar entry. In such case, however, an identity card with photograph shall be issued within a period to be determined by the Joint Board, except in cases of short stay. The definition of short stay shall be determined by the Joint Board. In addition to the identity card used upon entry an identity card for use in Japan shall be issued with such contents and in such form as shall be determined by the Joint Board.

3. The status of a dependent, which shall be described in the passport as provided in paragraph 5, means the relation to and the name

and status of the member of the United Nations forces or of the civilian components on whom such dependent is dependent.

4. With regard to paragraph 8, if there should be any disagreement as to whether or not "good cause" exists, the Joint Board shall decide.

5. Press representatives of non-Japanese nationality accredited to the United Nations Command will be granted Multiple Re-entry Permits in the case of their outgoing and incoming trips between Japan and Korea during the period subsequent to their first entry into and prior to their final exit from Japan, provided that they are in possession of passports duly issued by the Governments of their respective countries and certificates of their status issued by the competent authorities of the United Nations forces. A list of such press representatives who stay in Japan for a period exceeding sixty days shall be furnished monthly to the Government of Japan. The details of the list shall be determined by the Joint Board.

Re Article IV:

1. Vessels operated by, for, or under control of the United Nations forces for the purpose of this Agreement mean public vessels and chartered vessels (bare boat charter, voyage charter and time charter) of the United Nations forces. Space charter is not included. Commercial cargo and private passengers are carried by them only in exceptional cases. The term "toll" includes tonnage dues.

2. With regard to paragraph 2, the vessels and aircraft mentioned in paragraph 1, official vehicles of the United Nations forces and of the civilian components, and members of such forces and of the civilian components and their dependents, and vehicles of such persons may also have access to all the other facilities and areas provided to the United States of America under the Security Treaty between Japan and the United States of America, subject to such conditions as may be determined by mutual agreement through the Joint Board.

3. "Appropriate notification" in paragraph 3 means, under normal conditions, notification prior to entry. In cases of emergency or where security is involved, notification may be given subsequently to entry.

Re Article V:

1. Facilities to be made available by the Government of Japan for the use of the United Nations forces in Japan will be limited to the minimum required to provide adequate logistic support to the United Nations forces in Korea. In the designation of such facilities due regard will be paid to the economic and social life of Japan.

2. The term "facilities" shall include training areas when the United Nations forces require such areas.

3. The scope of "existing furnishings, equipment and fixtures" referred to in paragraph 1 shall be similar to that to be determined

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under the Administrative Agreement between the Government of Japan and the Government of the United States of America.

4. Paragraph 3, which provides "within the facilities the United Nations forces shall have the rights which are necessary and appropriate for the purpose of this Agreement.", means that the United Nations forces shall have the rights to use, operate, safeguard and control the facilities in use by them.

5. The United Nations forces may place or establish lights and other aids to navigation of vessels and aircraft in the facilities in their use and, in case of urgent need, in territorial waters in the vicinity thereof in conformity with the system in use in Japan. The Japanese and the United Nations forces authorities which have established such navigation aids shall notify each other of their positions and characteristics and shall give advance notification before making any changes in them or establishing additional navigation aids.

6. In connection with the use of electric radiation apparatus employed by the United Nations forces, the United Nations forces shall as a temporary measure be entitled to use, without radiation interference from Japanese sources, electronic devices of such power, design, type of emission, and frequencies as are reserved for such forces at the time this Agreement enters into force.

7. The provisions of paragraph 4 concerning the obligation of restoration and compensation shall not prejudice in any way the terms of arrangements or contracts relating to privately-owned property.

Re Article IX:

1. The provisions of paragraph 4 shall not apply to employees who are members of the civilian components.

2. With regard to paragraph 6, in the case of such United Nations forces as are permitted to use United States Military Payment Certificates in accordance with paragraph 3 of the Agreed Official Minutes regarding Article XI and are permitted to use the facilities and areas of the United States armed forces under Article V, members of such forces and of the civilian components, and their dependents are allowed to make use of the United States armed forces organizations provided for in Article XV of the Administrative Agreement between the Government of Japan and the Government of the United States of America.

Re Article X:

1. Payment in Japan by the United Nations forces, members of such forces and of the civilian components, and their dependents to persons other than members of the United Nations forces and of the civilian components, and their dependents shall be effected in yen and

in accordance with Japanese foreign exchange control laws and regulations.

2. Procurement to be made in yen converted from foreign currency shall be effected in coordination with the Japanese regulations applicable to exports to the respective foreign currency areas, the implementation of which will be as agreed upon by the Joint Board.

3. Except as otherwise provided, the yen funds necessary for the payment mentioned in paragraph 1 above shall be acquired in accordance with the following conditions:

(a) The acquisition of the yen funds shall be made in coordination with payments agreements from time to time in force between Japan and the sending State concerned unless otherwise agreed by the Joint Board. In this case the exchange rates of United States dollar and pound sterling for yen shall be the official basic rates.

(b) In case the Government of Japan has agreed to the re-purchase of the yen funds acquired by the United Nations forces by the sale of foreign currency to the Foreign Exchange Fund Special Account of the Government of Japan, the official basic rate of the foreign currency for yen shall be used.

4. The disposal in Japan of materials, supplies or equipment imported into Japan free from customs duties or other such charges, or procured in Japan free from commodity tax or other such charges, other than transfers between sending States, shall be settled in yen unless otherwise agreed by the Joint Board.

5. The yen funds acquired by the disposal referred to in paragraph 4 above shall not be converted into foreign currency, unless otherwise agreed at the time of disposal between the authorities of the Government of Japan and of the United Nations forces concerned.

6. The transactions in Japan of members of the United Nations forces and of the civilian components, and their dependents with persons other than members of the United Nations forces and of the civilian components, and their dependents shall be settled in yen.

7. The remittance by members of the United Nations forces and of the civilian components, and their dependents from foreign countries to Japan or vice versa shall be made under procedures as agreed upon through the Joint Board.

8. Nothing in this Agreement shall be construed to prevent the United Nations forces from utilizing yen lawfully acquired by them for the defrayment of expenses which are to be borne by them under this Agreement.

9. The term "the official funds of the Governments of the sending States" used in paragraph 2 shall be interpreted to include the official funds of the organizations provided for in Article IX.

Re Article XI:

1. In paragraph 1 the term "facilities" shall include facilities and areas made available for use by the United Nations forces in accordance with the provisions of paragraph 2 of Article V.

2. Military payment scrip as referred to in this Article means United States Military Payment Certificates and British Armed Forces Special Vouchers.

3. In principle the forces of the British Commonwealth (except Canadian forces), as well as members of the said forces and of the civilian components thereof, and their dependents, are authorized to use British Armed Forces Special Vouchers and all other United Nations forces including Canadian forces as well as members of the said forces and of the civilian components thereof, and their dependents are authorized to use United States Military Payment Certificates within the facilities and areas in use respectively by them. Exceptions to this principle will be authorized only to the extent necessary to the effective accomplishment of their mission. Regulations pertaining to the use of United States Military Payment Certificates and British Armed Forces Special Vouchers shall be reported to the Government of Japan through the Joint Board.

4. The monthly reports rendered by the military authorities of the United States of America to the Ministry of Finance of Japan concerning the conversion of United States Military Payment Certificates into yen shall include those conversions by the United Nations forces as well as members of such forces and of the civilian components, and their dependents.

Re Article XII:

With regard to paragraph 2, income payable in Japan as a result of service with or employment by the United Nations forces or by the organizations provided for in Article IX shall not be treated or considered as income derived from Japanese sources.

Re Article XIII:

1. The United Nations forces, members of such forces and of the civilian components, and their dependents, as well as the organizations provided for in Article IX, shall be subject to quarantine laws and regulations of Japan on persons, animals, plants, and animal and plant products. Details of implementation thereof shall be determined by the Joint Board.

2. With regard to the import of motor vehicles and spare parts under paragraph 4 (b), the precedents established by practices under the Administrative Agreement between the Government of Japan

and the Government of the United States of America shall be followed.

3. The disposal of goods referred to in paragraph 7 shall be governed by the same rules as those in practice under the Administrative Agreement between the Government of Japan and the Government of the United States of America.

Re Article XIV:

1. With regard to the procurement of materials, supplies, equipment and services, the United Nations forces authorities shall have the right to contract with any person or organization for any supplies or construction work to be furnished or undertaken in Japan for the purpose of this Agreement. Upon request and after consultation through the Joint Board, appropriate information on procurement in Japan by the United Nations forces including names of contractors and contents of contracts shall be furnished to the Government of Japan. Procurement contracts shall be made with due consideration to the prevention of difficulties which may arise out of differences in economic laws and business practices between Japan and the sending States. The Joint Board shall study this matter.

2. (a) With regard to labour procurement, it has been decided that as a matter of local practice there should, to the maximum possible extent, be substantial equality of treatment on wages, allowances and conditions of service for Japanese workers of the United States armed forces and the United Nations forces in Japan. It has also been decided that the systems of local labour procurement should be similar to those in practice with regard to Japanese workers of the United States armed forces.

(b) The details of the application of these decisions shall be determined by the Joint Board. If any change is made in the treatment of Japanese workers of either the United States armed forces or the United Nations forces after signature of, signature "subject to acceptance" and acceptance of, or accession to, this Agreement, a corresponding change in the treatment of Japanese workers of the other forces will be made only when the Government or Governments of the other State or States concerned agree to such corresponding change.

3. Members of the civilian components shall not be subject to Japanese laws and regulations with respect to the terms and conditions of employment.

Re Article XVI:

1. Re paragraph 1 (a) and paragraph 2 (a):

The scope of persons subject to the military law of the sending States shall be communicated, through the Joint Board, to

the Government of Japan by the Governments of the sending States.

2. Re paragraph 2 (c):

The Governments of the sending States shall inform the Government of Japan and the Government of Japan shall inform the Governments of the sending States of the details of all the security offences mentioned in this subparagraph and the provisions governing such offences in the existing laws of their respective countries.

3. Re paragraph 3 (a) (ii):

Where a member of the United Nations forces or of the civilian components is charged with an offence, a certificate issued by or on behalf of his commanding officer stating that the alleged offence, if committed by him, arose out of an act or omission done in the performance of official duty, shall, in any judicial proceedings, be sufficient evidence of the fact unless the contrary is proved.

The above statement shall not be interpreted to prejudice in any way Article 318 of the Japanese Code of Criminal Procedure.

4. Re paragraph 3 (c):

(a) Mutual procedures relating to waivers of the primary right to exercise jurisdiction shall be determined by the Joint Board. These procedures shall be similar to those adopted by the Joint Committee under the Administrative Agreement between the Government of Japan and the Government of the United States of America.

(b) Trials of cases in which the Japanese authorities have waived the primary right to exercise jurisdiction, and trials of cases involving offences described in paragraph 3 (a) (ii) committed against the State or nationals of Japan shall be held promptly in Japan within a reasonable distance from the places where the offences are alleged to have taken place unless other arrangements are mutually agreed upon. Representatives of the Japanese authorities may be present at such trials.

5. Re paragraph 4:

Persons with the dual nationality of Japan and a sending State who are subject to the military law of the sending State and who have been brought to Japan by the sending State shall not be considered as nationals of Japan, but shall be considered as nationals of the sending State for the purpose of this paragraph.

6. Re paragraph 5:

(a) In case the Japanese authorities have arrested an offender who is a member of the United Nations forces or of the civilian components, or a dependent subject to the military law of the sending State with respect to a case over which Japan has the primary right to exercise jurisdiction, the Japanese authorities will, unless they deem that there is adequate cause and necessity to retain such offender, release him to the custody of the military authorities of the sending State provided that he shall, on request, be made available to the Japanese authorities, if such be the condition of his release. The authorities of the sending State shall, on request, transfer his custody to the Japanese authorities at the time he is indicted by the latter.

(b) The military authorities of the sending State shall promptly notify the Japanese authorities of the arrest of any member of the United Nations forces, or of the civilian components or a dependent in any case in which Japan has the primary right to exercise jurisdiction.

7. Re paragraph 9:

(a) The rights enumerated in items (a) through (e) of this paragraph are guaranteed to all persons on trial in Japanese courts by the provisions of the Constitution of Japan. In addition to these rights, a member of the United Nations forces or of the civilian components, or a dependent who is prosecuted under the jurisdiction of Japan shall have such other rights as are guaranteed under the laws of Japan to all persons on trial in Japanese courts. Such additional rights include the following which are guaranteed under the Constitution of Japan:

(i) He shall not be arrested or detained without being at once informed of the charge against him or without the immediate privilege of counsel; nor shall he be detained without adequate cause; and upon demand of any person such cause must be immediately shown in open court in his presence and the presence of his counsel;

(ii) He shall enjoy the right to a public trial by an impartial tribunal;

(iii) He shall not be compelled to testify against himself;

(iv) He shall be permitted full opportunity to examine all witnesses;

(v) No cruel punishments shall be imposed upon him.

(b) The authorities of the sending State shall have the right upon request to have access at any time to members of the force of that State or of the civilian component, or their dependents who are confined or detained under Japanese authority.

(c) Nothing in the provisions of paragraph 9 (g) concerning the presence of a representative of the Government of the sending State at the trial of a member of the force of that State or of the civilian component, or a dependent prosecuted under the jurisdiction of Japan, shall be so construed as to prejudice the provisions of the Constitution of Japan with respect to public trials.

8. Re paragraphs 10 (a) and 10 (b):

(a) The military authorities of the United Nations forces will normally make all arrests within facilities in use by and guarded under the authority of the United Nations forces. This shall not preclude the Japanese authorities from making arrests within facilities in cases where the competent authorities of the United Nations forces have given consent, or in cases of pursuit of a flagrant offender who has committed a serious crime.

Where persons whose arrest is desired by the Japanese authorities and who are not subject to the jurisdiction of the United Nations forces are within facilities in use by the United Nations forces, the military authorities of the United Nations forces will undertake, upon request, to arrest such persons. All persons arrested by the military authorities of the United Nations forces, who are not subject to the jurisdiction of the United Nations forces, shall immediately be turned over to the Japanese authorities.

The military authorities of the United Nations forces may, under due process of law, arrest in the vicinity of a facility any person in the commission or attempted commission of an offence against the security of that facility. Any such person not subject to the jurisdiction of the United Nations forces shall immediately be turned over to the Japanese authorities.

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

Where search, seizure, or inspection with respect to persons or property within facilities in use by the United Nations forces or with respect to property of the United Nations forces in Japan is desired by the Japanese authorities, the military authorities of the United Nations forces will undertake, upon request, to make such search, seizure, or inspection. In the event of a judgment concerning such property, except property owned or utilized by the Government of a sending State or its instrumentalities, the authorities of the sending State concerned will turn over such property to the Japanese authorities for disposition in accordance with the judgment. In either of the cases mentioned in the two foregoing sentences, if the forces of the sending State have no legal authority to take such action, the authorities of that State shall allow the appropriate Japanese authorities to take such action in accordance with Japanese law.

9. Re application of this Article:

The provisions of this Article shall not apply to any offences committed by members of the United Nations forces or of the civilian components, or their dependents, whose Government is a Party to this Agreement, before the entry into force of this Agreement for that Party. With respect to those Parties to this Agreement which have also signed the Protocol on the Exercise of Criminal Jurisdiction over United Nations Forces in Japan, signed at Tokyo on October 26, 1953, such offences shall be dealt with in accordance with the provisions of the said Protocol and the Annex thereto as these were in force prior to the entry into force of this Agreement.

10. Re implementation of this Article:

The implementation of this Article and these Minutes shall be similar to the implementation of the Protocol and the Agreed Official Minutes of September 29, 1953 between the Government of Japan and the Government of the United States of America.

Re Article XVIII:

1. In cases where the provisions of paragraph 3 apply, by virtue of paragraph 4 of Article XXI or paragraph 4 of Article XXII, to claims which may have arisen before the entry into force of this Agreement with respect to Japan and the sending State or States concerned, such claims shall be filed within one year from the date of the entry into force of this Agreement between Japan and the said sending State or States, irrespective of the provisions of paragraph 3 (a).

2. The Joint Board shall determine the scope of the term "third parties" so as to correspond to the scope of the same term under the

Administrative Agreement between the Government of Japan and the Government of the United States of America.

Re Article XXIII:

The Government of the United States of America acting as the Unified Command shall act on behalf of a sending State only with the prior consent of such State.

Re Article XXIV:

1. If the removal of materials, supplies and equipment of the United Nations forces should not, because of unavoidable circumstances, be completed within the ninety days specified in this Article, the minimum number of such forces required for the completion thereof may stay in Japan, after consultation with the Government of Japan through the Joint Board, for a further period of time not exceeding ninety days.

2. In addition to the extension of stay referred to in paragraph 1 above, the Government of Japan would give sympathetic consideration to a request for such further extension of the period of their stay as may be necessitated by unavoidable circumstances. Such further extension shall not, in any event, exceed ninety days.

TOKYO, *February 19, 1954*

Minister for Foreign Affairs of Japan:

KATSUO OKAZAKI

Chargé d'Affaires ad interim of the United States of America in Japan:

J. GRAHAM PARSONS

Ambassador Extraordinary and Plenipotentiary of Canada to Japan:

R. W. MAYHEW

Chargé d'Affaires ad interim of New Zealand in Japan:

R. M. MILLER

Ambassador Extraordinary and Plenipotentiary of the United Kingdom of Great Britain and Northern Ireland to Japan:

ESLER DENING

Representative in Japan of the Interests of the Government of the Union of South Africa:

ESLER DENING

Ambassador Extraordinary and Plenipotentiary of the Commonwealth of Australia to Japan:

E. RONALD WALKER

Minister, Chief of the Philippine Mission in Japan:

JOSÉ F. IMPERIAL

日本国駐在グレート・ブリテン及び北部アイルランド連合王国特命全権大使

Esler Dening

南アフリカ連邦政府の日本国駐在利益代表

Esler Dening

日本国駐在オーストラリア連邦特命全権大使

E. Ronald Walker

日本国駐在フィリピン代表部首席　公使

José F. Imperial

日本国外務大臣
岡崎勝男

日本国駐在アメリカ合衆国臨時代理大使
J. Graham Parsons

日本国駐在カナダ特命全権大使
R. W. Mayhew

日本国駐在ニュー・ジーランド臨時代理公使
R. M. Miller

その撤去の完了に必要な最少限の数の国際連合の軍隊は、合同会議を通じて日本国政府と協議した後、九十日をこえない期間なお日本国にとどまることができる。

2 日本国政府は、前記の1に掲げる滞留の延長に加えて、更に、避け難い事情のため必要とされるかも知れない滞留期間の再延長の要請があつたときは、その要請に対し好意的考慮を与えるであろう。この延長は、いかなる場合にも九十日をこえないものとする。

千九百五十四年二月十九日に東京で

2　合同会議は、「第三者」の範囲を日本国政府とアメリカ合衆国政府との間の行政協定にいう「第三者」の範囲に対応するように決定するものとする。

第二十三条に関し、

統一司令部として行動するアメリカ合衆国政府が派遣国を代表して行動するのは、当該派遣国の事前の同意がある場合に限る。

第二十四条に関し、

1　国際連合の軍隊の資材、需品及び備品の撤去が、万一、避け難い事情のため、本条に定める九十日の期間内に完了しないときは、

10 本条の実施に関し、

本条及び本条に関するこの議事録の実施は、日本国政府とアメリカ合衆国政府との間の千九百五十三年九月二十九日の議定書及び合意された公式議事録の実施と同様でなければならない。

第十八条に関し、

1 この協定が日本国及び当該派遣国について効力を生ずる前に生じた請求権について第二十一条4又は第二十二条4により3の規定が適用されるときは、その請求は、3(a)の規定にかかわらず、日本国と当該派遣国との間にこの協定が効力を生ずる日から一年以内に提起しなければならない。

の権限を有しない場合には、日本国の当局が日本国の法律に従つてこれらの措置を執ることを許容しなければならない。

本条の適用に関し、

本条の規定は、政府がこの協定の当事者である派遣国に属する国際連合の軍隊の構成員、軍属又は家族が当該当事者についてこの協定が効力を生ずる前に犯した罪には適用しないものとする。

この協定の当事者で千九百五十三年十月二十六日に東京で署名された日本国における国際連合の軍隊に対する刑事裁判権の行使に関する議定書にも署名したものについては、前記の罪は、同議定書及びその附属書がこの協定の効力発生前に有効であつたときと同様に、その規定に従つて処理するものとする。

でない。

国際連合の軍隊が使用している施設内にある者若しくは財産又は日本国にある同軍隊の財産について捜索、差押又は検証を行うことを日本国の当局が希望するときは、同軍隊の軍当局は、要請により、その捜索、差押又は検証を行うことを約束する。これらの財産で派遣国政府又はその附属機関が所有し、又は利用する財産以外のものについて裁判が行われたときは、当該派遣国の当局は、これらの財産を裁判に従つて処理するため日本国の当局に引き渡すものとする。前記の二文に掲げるいずれの場合においても、派遣国の当局は、当該派遣国に属する国際連合の軍隊がこれらの措置を執る法律上

国際連合の軍隊の軍当局は、施設の近傍において、当該施設の安全に対する罪の既遂又は未遂の現行犯に係る者を法の正当な手続に従つて逮捕することができる。これらの者で国際連合の軍隊の裁判権に服さないものは、すべて、直ちに日本国の当局に引き渡さなければならない。

(b)

日本国の当局は、通常、国際連合の軍隊が使用し、且つ、その権限に基いて警備している施設内にあるすべての者若しくは財産について、又は所在地のいかんを問わず同軍隊の財産について、捜索、差押又は検証を行う権利を行使しない。但し、国際連合の軍隊の権限のある当局が日本国の当局によるこれらの捜索、差押又は検証に同意した場合は、この限り

ものとする。このことは、国際連合の軍隊の権限のある当局が同意する場合又は重大な罪を犯した現行犯人を追跡している場合において日本国の当局が前記の施設内において逮捕を行うことを妨げるものではない。

日本国の当局が逮捕することを希望する者で国際連合の軍隊の裁判権に服さないものが、同軍隊により使用されている施設内にある場合には、同軍隊の軍当局は、日本国の当局の要請によりその者を逮捕することを約束する。国際連合の軍隊の軍当局により逮捕された者で同軍隊の裁判権に服さないものは、すべて、直ちに日本国の当局に引き渡さなければならない。

(b) 派遣国の当局は、要請すれば、いつでも、当該派遣国に属する国際連合の軍隊の構成員、軍属又は家族で日本国の権限の下に拘禁されているものに接見する権利を有する。

(c) 派遣国に属する国際連合の軍隊の構成員、軍属又は家族で日本国の裁判権に基いて起訴されたものの裁判に当該派遣国政府の代表者が立ち会うことに関する9(f)のいかなる規定も、裁判の公開に関する日本国憲法の規定を害するものと解釈してはならない。

8

10(a)及び10(b)に関し、

(a) 国際連合の軍隊の軍当局は、通常、同軍隊が使用し、且つ、その権限に基いて警備している施設内ですべての逮捕を行う

つ、直ちに弁護人に依頼する権利を与えられなければ、抑留又は拘禁されない。また、その者は、正当な理由がなければ、拘禁されず、要求があれば、その理由は、直ちに本人及びその弁護人が出席する公開の法廷で示されなければならない。

(ii) その者は、公平な裁判所の公開裁判を受ける権利を有する。

(iii) その者は、自己に不利益な供述を強要されない。

(iv) その者は、すべての証人を審問する機会を十分に与えられる。

(v) その者は、残虐な刑罰を科せられることはない。

7

する。

9 に関し、

(a) 本項(a)から(e)までに掲げる権利は、日本国憲法の規定により、日本国の裁判所において裁判を受けるすべての者に対して保障されている。これらの権利の外、国際連合の軍隊の構成員、軍属又は家族で日本国の裁判権の下に起訴されたものは、日本国の裁判所において裁判を受けるすべての者に対して日本国の法律が保障するその他の権利を有する。前記のその他の権利は、日本国憲法により保障されている次の権利を含む。

(i) その者は、自己に対する被疑事実を直ちに告げられ、且

る場合を除く外、当該犯人を釈放して、派遣国の軍当局による拘禁にゆだねるものとする。但し、日本国の当局がその犯人を取り調べることができることをその釈放の条件とした場合には、日本国の当局の要請があれば、日本国の当局がその犯人をいつでも取り調べることができるようにしなければならない。派遣国の当局は、日本国の当局の要請があれば、日本国の当局がその犯人を起訴した時にその犯人の身柄を日本国の当局に引き渡さなければならない。

(b) 派遣国の軍当局は、日本国が裁判権を行使する第一次の権利を有するすべての事件について、国際連合の軍隊の構成員、軍属又は家族の逮捕を直ちに日本国の当局に通告するものと

い。日本国の当局の代表者は、その裁判に立ち会うことができる。

5 4に関し、日本国及び派遣国の二重国籍者で、派遣国の軍法に服しており、且つ、派遣国が日本国に入れたものは、4の適用上、日本国民とみなさず、派遣国国民とみなす。

6 5に関し、

(a) 日本国の当局は、日本国が裁判権を行使する第一次の権利を有する事件について、国際連合の軍隊の構成員、軍属又は家族で派遣国の軍法に服するものを犯人として逮捕したときは、その犯人を拘束する正当な理由及び必要があると思料す

法第三百十八条を害するものと解釈してはならない。

4

3 (c)に関し、

(a) 裁判権を行使する第一次の権利の放棄に関する相互の手続は、合同会議が決定するものとする。これらの手続は、日本国政府とアメリカ合衆国政府との間の行政協定の下における合同委員会が採択する手続と同様のものでなければならない。

(b) 日本国の当局が裁判権を行使する第一次の権利を放棄した事件の裁判及び(a)(ii)に定める罪で日本国又は日本国民に対して犯されたものに係る事件の裁判は、別段の取極が相互間で合意されない限り、日本国において、犯罪が行われたと認められる場所から適当な距離内で、直ちに行わなければなら

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府に対し、2(c)に掲げる安全に対するすべての罪に関する詳細及び自国の現行法の規定でこれらの罪を定めるものを通報しなければならない。

3 (a) (ii) に関し、

国際連合の軍隊の構成員又は軍属が起訴された場合において、その起訴された罪がもし被告人により犯されたとするならば、その罪が公務執行中の作為又は不作為から生じたものである旨を記載した証明書でその指揮官又は指揮官に代るべき者が発行したものは、反証がない限り、刑事手続のいかなる段階においてもその事実の十分な証拠資料となる。

前項の陳述は、いかなる意味においても、日本国の刑事訴訟

れに対応して変更することは、その軍隊の属する当該国政府がその変更に同意することを条件とする。

3 軍属は、雇用の条件に関して日本国の法令に服さないものとする。

第十六条に関し、

1 1(a)及び2(a)に関し、

派遣国の軍法に服する者の範囲は、派遣国政府が合同会議を通じて日本国政府に通知しなければならない。

2 2(c)に関し、

派遣国政府は、日本国政府に対し、日本国政府は、派遣国政

2

(a) 労務の調達に関し、日本国における合衆国軍隊及び国際連合の軍隊の日本人労務者に対しては、現地における実施の問題として、賃金、手当及び役務の条件について可能な最大限まで実質的に平等の待遇を与えるべきことが決定された。また 現地の労務調達制度は、合衆国軍隊の日本人労務者に関して実施されているものと同様にすべきであることが決定された。

(b) 前記の決定の実施に関する詳細は、合同会議が決定するものとする。この協定の受諾を条件としない署名、「受諾を条件として」の署名及び受諾又はこれへの加入の後合衆国軍隊又は国際連合の軍隊のいずれか一方の日本人労務者の待遇になんらかの変更が行われた場合、他方の軍隊の日本人労務者の待遇をこ

第十四条に関し、

1 資材、需品、備品及び役務の調達に関し、国際連合の軍隊の当局は、この協定の適用上日本国で供給される需品又は同国で行われる工事のためいずれの者又は団体とも契約する権利を有する。要請があつたときは、合同会議を通じて協議した後、国際連合の軍隊が日本国で行う調達に関する適当な情報（契約者の氏名及び契約の内容を含む。）を日本国政府に提供しなければならない。調達のための契約は、日本国と派遣国との経済関係法令及び商慣習の相違から生ずる困難の防止に十分な考慮を払つて結ばなければならない。合同会議は、この問題について研究しなければならない。

第十三条に関し、

1 国際連合の軍隊、同軍隊の構成員、軍属及び家族並びに第九条に定める諸機関は、人体、動物、植物並びに動物性及び植物性の産品について日本国の検疫に関する法令に服さなければならない。その実施の細目は、合同会議が決定するものとする。

2 4(b)に基く自動車両及び取替用部品の輸入に関しては、日本国政府とアメリカ合衆国政府との間の行政協定に基く慣行により確立された先例に従うものとする。

3 7に掲げる物の処分は、日本国政府とアメリカ合衆国政府との間の行政協定に基いて実施されている規則と同じ規則によつて規律される。

本国政府に報告しなければならない。

4 アメリカ合衆国の軍当局が合衆国軍票の日本円への交換に関して日本国大蔵省に提出する月次報告には、国際連合の軍隊並びに同軍隊の構成員、軍属及び家族が行う交換を含めなければならない。

第十二条に関し、

2に関し、国際連合の軍隊に勤務し、又は同軍隊若しくは第九条に定める諸機関に雇用された結果日本国において受ける所得は、日本国の源泉から生ずる所得として取り扱い、又は日本国の源泉から生ずる所得とみなしてはならない。

2 本条にいう軍票とは、合衆国軍票及び英連邦軍特別支払証票をいう。

3 原則として、英連邦の軍隊（カナダの軍隊を除く。）並びに同軍隊の構成員及びその軍属並びにこれらの者の家族は、その軍隊が使用している施設及び区域内における英連邦軍特別支払証票の使用を認められ、他のすべての国際連合の軍隊（カナダの軍隊を含む。）並びに同軍隊の構成員、軍属及び家族は、その軍隊が使用している施設及び区域内における合衆国軍票の使用を認められる。この原則の例外は、これらのものの任務の効果的な達成に必要な限度においてのみ認められるものとする。合衆国軍票及び英連邦軍特別支払証票の使用に関する規則は、合同会議を通じて日

けて又は日本国から外国に向けて行う送金は、合同会議を通じて合意される手続によつて行わなければならない。

8 この協定のいかなる規定も、国際連合の軍隊が合法的に獲得した日本円をこの協定に基いて自己が負担すべき費用の支弁のため使用することを妨げるものと解釈してはならない。

9 2にいう「派遣国政府の公金」とは、第九条に定める諸機関の公金を含むものと解釈する。

第十一条に関し、

1 1において「施設」とは、第五条2の規定に従つて国際連合の軍隊の使用に供せられる施設及び区域を含むものとする。

品税その他の課徴金の免除を受けて日本国で調達された資材、需品又は備品の日本国における処分（派遣国相互間における譲渡を除く。）は、合同会議が別段の合意をしない限り、日本円で決済しなければならない。

5 前記の4に掲げる処分によつて獲得された円資金は、その処分の際に日本国政府の当局と当該国際連合の軍隊の当局との間で別段の合意をしない限り、外国通貨に交換しないものとする。

6 国際連合の軍隊の構成員、軍属及び家族が日本国において同軍隊の構成員、軍属及び家族以外の者と行う取引は、日本円で決済しなければならない。

7 国際連合の軍隊の構成員、軍属及び家族が外国から日本国に向

3 別段の定がある場合を除く外、前記の1における支払に必要な円資金は、次の条件に従つて獲得するものとする。

(a) 円資金の獲得は、合同会議が別段の合意をしない限り、当該時に日本国と当該派遣国との間で有効な支払協定に適合して行わなければならない。この場合、合衆国ドル及び英貨ポンドの日本円に対する交換率は、公定基準相場とする。

(b) 国際連合の軍隊が日本国政府の外国為替資金特別会計に外国通貨を売り渡すことによつて獲得した円資金の買いもどしに日本国政府が同意した場合には、外国通貨の日本円に対する公定基準相場が用いられる。

4 関税その他の課徴金の免除を受けて日本国に輸入され、又は物

府との間の行政協定第十五条に定める合衆国軍隊の諸機関の利用を許される。

第十条に関し、

1 国際連合の軍隊、同軍隊の構成員、軍属及び家族が日本国において同軍隊の構成員、軍属及び家族以外の者に対して行う支払は日本円で、且つ、日本国の外国為替管理に関する法令に従つて行わなければならない。

2 外国通貨から交換された日本円で行う調達は、それぞれの外国通貨地域への輸出に適用される日本国の規則に適合して行わなければならない。その実施は、合同会議が合意するところによる。

る。

7 原状回復及び補償の義務に関する4の規定は、私有財産に関する取極又は契約の条項をいかなる意味においても害するものではない。

第九条に関し、

1 4の規定は、軍属たる被用者には適用しない。

2 6に関し、第十一条に関する合意された公式議事録3に従つて合衆国軍票の使用を許され、且つ、第五条に基いて合衆国軍隊の施設及び区域の使用を許される国際連合の軍隊については、その軍隊の構成員、軍属及び家族は、日本国政府とアメリカ合衆国政

つた必要があるときは、その施設の近傍の領水内に、燈火その他の航行補助施設及び航空保安施設を、日本国で用いられている方式に従つて、置き、又は設置することができる。これらの航行補助施設及び航空保安施設を設置した日本国の当局及び国際連合の軍隊の当局は、その位置及び特徴を相互に通告しなければならず、且つ、これらの施設を変更し、又は新たに設置する場合には、事前にその旨の通告を与えなければならない。

6

国際連合の軍隊は、その使用する電波放射の装置の使用に関し、一時的の措置として、この協定が効力を生ずる時に同軍隊のために留保されている電力、設計、放射の型式及び周波数の電子装置を日本側からの放射による妨害を受けないで使用する権利を有す

われるものとする。

2 「施設」とは、国際連合の軍隊が訓練場を必要とするときは、その訓練場を含むものとする。

3 1にいう「現存の設備、備品及び定着物」の範囲は、日本国政府とアメリカ合衆国政府との間の行政協定の下で決定されるところと同様とする。

4 3における「国際連合の軍隊は、施設内において、この協定の適用上必要な且つ適当な権利を有する。」という規定は、国際連合の軍隊がその使用している施設を使用し、運営し、警護し、及び管理する権利を有することを意味する。

5 国際連合の軍隊は、その使用している施設内に、また、さし迫

の間の安全保障条約に基いてアメリカ合衆国に提供されている他のすべての施設及び区域に出入することができる。

3 3にいう「適当な通告」とは、通常の状態においては、入国に先だつて行う通告をいう。非常の場合又は安全に関係する場合には、通告は、入国の後に行うことができる。

第五条に関し、

1 日本国政府が日本国において国際連合の軍隊の使用に供する施設は、朝鮮における国際連合の軍隊に対して十分な兵たん上の援助を与えるため必要な最少限度に限るものとする。その施設の指定に当つては、日本国の経済生活及び社会生活に十分な考慮が払

第四条に関し、

1 この協定の適用上、国際連合の軍隊によつて、同軍隊のために又は同軍隊の管理の下に運航される船舶とは、国際連合の軍隊の公船及びよう船（裸よう船、航海よう船及び期間よう船の契約によるもの）をいう。一部よう船契約によるものは、含まれない。商業上の貨物及び私人たる旅客のその船舶による運送は、例外的な場合のみに限る。入港料とは、とん税を含む。

2 2に関し、1に掲げる船舶及び航空機、国際連合の軍隊及び軍属用の公用車両、同軍隊の構成員、軍属及び家族並びにこれらの者の車両は、また、合同会議を通じて相互間の合意によつて決定される条件に従うことを条件として、日本国とアメリカ合衆国と

4 8に関し、「正当な事由」があるかどうかについて意見が一致しない場合には、合同会議が決定する。

5 国際連合軍司令部に派遣された報道関係者で日本国の国籍を有しないものは、日本国への最初の入国の後から日本国からの最後の出国の前までの期間における日本国と朝鮮との間の旅行のための出入国の場合においては、数次入国許可を与えられる。但し、その報道関係者が、それぞれ自国の政府により正当に発給された旅券及び国際連合の軍隊の権限のある当局により発給された身分証書を携帯していることを条件とする。前記の報道関係者で六十日をこえる期間日本国に滞在するものの表は、一箇月ごとに日本国政府に提出されるものとする。表の詳細は、合同会議が決定する。

2 到着の時に携帯している身分証明書に写真が付いていなくてもそのために入国を妨げられることはない。もつとも、その場合には、短期間の滞在の場合を除く外、写真の付いた身分証明書が合同会議の定める期間内に発給されなければならない。短期間の滞在についての定義は、合同会議が決定する。入国の際に使用する身分証明書以外の身分証明書で日本国において使用するため発給されるものは、合同会議が定める内容及び形式を有するものでなければならない。

3 家族の身分で5に定めるとおりその旅券に記載されるべきものとは、国際連合の軍隊の構成員又は軍属で当該家族が依存するものとの関係並びにその者の氏名及び身分をいう。

行により確立された先例に従うものとする。

3 「軍属」の定義に該当する者の範囲は、日本国政府とアメリカ合衆国政府との間の行政協定に基いて確立された先例に照して、合同会議が決定する。

4 日本国に入国した家族の数がこの協定の効力発生の時におけるその数より著しく増加するときは、この協定の当事者は、家族の問題について協議するものとする。

第三条に関し、

1 1に定める適切な通告の内容及び手続の詳細は、合同会議が定める。

日本国における国際連合の軍隊の地位に関する協定についての合意された公式議事録

第一条に関し、

1 この協定の適用上、アメリカ合衆国政府は「統一司令部として行動するアメリカ合衆国政府」の資格においてのみ行動する。日本国における合衆国軍隊の地位は、千九百五十一年九月八日にサン・フランシスコ市で署名された日本国とアメリカ合衆国との間の安全保障条約に基いて行われる取極により定められる。

2 二重国籍を有する軍属の待遇に関しては、この協定の適用に当り、日本国政府とアメリカ合衆国政府との間の行政協定に基く慣

フィリピン共和国政府のために

José F. Imperial

ニュー・ジーランド政府のために

R. M. Miller

Subject to acceptance

グレート・ブリテン及び北部アイルランド連合王国政府のために

Esler Dening

南アフリカ連邦政府のために

Esler Dening

Subject to acceptance

オーストラリア連邦政府のために

E. Ronald Walker

日本国政府のために

岡崎勝男

受諾を条件として

統一司令部として行動するアメリカ合衆国政府のために

J. Graham Parsons

国際連合の諸決議に従つて朝鮮に軍隊を派遣している国の諸政府

カナダ政府のために

R. W. Mayhew

Subject to acceptance

語及び英語により本書一通を作成した。この原本は、日本国政府の記録に寄託する。日本国政府は、その認証謄本をすべての署名政府及び加入政府に送付するものとする。

第二十五条

この協定及びその合意された改正は、すべての国際連合の軍隊が第二十四条の規定に従つて日本国から撤退しなければならない期日に終了する。すべての国際連合の軍隊がその期日前に日本国から撤退した場合には、この協定及びその合意された改正は、撤退が完了した日に終了する。

以上の証拠として、下名は、各自の政府から署名のために正当に委任を受け、この協定に署名した。

千九百五十四年二月十九日に東京で、ひとしく正文である日本

されるときは、第十六条11に定める場合を除く外、日本国政府と、統一司令部として行動するアメリカ合衆国政府（この場合、当該派遣国と協議し、且つ、派遣国を代表するものとする。）とは、この協定の対応規定について同様の改訂を合意するため交渉を行うものとする。

第二十四条

すべての国際連合の軍隊は、すべての国際連合の軍隊が朝鮮から撤退していなければならない日の後九十日以内に日本国から撤退しなければならない。この協定の当事者は、すべての国際連合の軍隊の日本国からの撤退期限として前記の期日前のいずれかの日を合意することができる。

加入書を寄託する各加入政府については、千九百五十二年四月二十八日から適用するものとする。

第二十三条

1 この協定の各当事者は、いずれの条についてもその改訂をいつでも要請することができる。その要請があつたときは、日本国政府と、統一司令部として行動するアメリカ合衆国政府（この場合、当該派遣国と協議し、且つ、その派遣国を代表するものとする。）とは、交渉を行うものとする。

2 千九百五十三年九月二十九日に東京で署名された議定書により改正された千九百五十二年二月二十八日東京において署名の日本国政府とアメリカ合衆国政府との間の行政協定のいずれかの規定が改訂

1 第二十一条2に従つてこの協定が最初に効力を生じた日以後においては、国際連合の諸決議に従つて朝鮮に軍隊を派遣しており又は将来派遣する国の政府でこの協定に署名していないものは、日本国政府の同意を条件として、日本国政府に加入書を寄託することによりこの協定に加入することができる。

2 日本国政府は、この協定の当事者たる各政府にすべての加入書の寄託の日を通告するものとする。

3 この協定は、加入政府については、それぞれその加入書の寄託の日の後十日で効力を生ずる。

4 この協定の規定は、第十六条の規定及びその性質上その適用が不可能である規定を除く外、この協定の最初の署名の日の後六箇月以内に

名の上これを受諾する日の後十日で効力を生ずる。

3 この協定の受諾は、受諾書を日本国政府に寄託することにより行うものとする。日本国政府は、この協定の当事者たる各政府に、すべての署名の日及び、受諾書の寄託が行われるときは、その寄託の日を通告するものとする。

4 この協定の規定は、第十六条の規定及びその性質上そ、及が不可能である規定を除く外、日本国政府及び、この協定の最初の署名の日に又はその日の後六箇月以内に、この協定に受諾を条件としないで署名し、又は「受諾を条件として」署名の上これを受諾する他の各政府については、千九百五十二年四月二十八日から適用するものとする。

第二十二条

記の諸決議に従つて朝鮮に軍隊を派遣しており又は将来派遣する他のいずれの国の政府のためにもその署名のため開放されるものとする。

2 この協定は、日本国政府がこれを受諾する日の後十日で、日本国政府について、及び、日本国政府による受諾の日以前に、この協定に受諾を条件としないで署名し、又は「受諾を条件として」署名の上これを受諾する政府について効力を生ずる。この協定は、日本国政府による受諾の日の後に、この協定に受諾を条件としないで署名し、これを受諾し、又は「受諾を条件として」署名の上これを受諾する各政府については、その政府がこの協定に受諾を条件としないで署名する日の後十日で、又はその政府が「受諾を条件として」署

一人又は二人以上の代理及び職員団を有するものとする。合同会議は、その手続規則を定め、並びに必要な補助機関及び事務組織について取りきめる。合同会議は、いずれか一方の代表者の要請があつたときはいつでも会合することができるように組織するものとする。

5 合同会議がなんらかの問題について合意に達することができないときは、その問題は、政府間の交渉によつて解決するものとする。

第二十一条

1 この協定は、日本国政府及び統一司令部として行動するアメリカ合衆国政府が署名するものとし、また、国際連合の諸決議に従つて朝鮮に軍隊を派遣しており又は将来派遣するいずれの国の政府も署名することができるものとする。この協定は、その最初の署名からその最初の効力発生までの間、日本国政府の同意を条件として、前

(c) すべての派遣国の当局は、本条の規定に基く請求の公平な審査及び処理のため証人及び証拠を提供することについて、日本国の当局と協力しなければならない。

第十九条

この協定の当事者は、この協定の実施のため必要な立法上、予算上その他の措置をできる限りすみやかに執らなければならない。

第二十条

1 この協定の解釈及び実施に関する事項についての日本国政府とこの協定のその他の当事者との間の協議及び合意の機関として、合同会議を東京に設置する。

2 合同会議は、日本国政府を代表する者一人及びこの協定のその他の当事者を代表する者一人の二人の代表者で組織し、各代表者は、

6

(a) 国際連合の軍隊の構成員及び被用者（日本の国籍のみを有する被用者を除く。）は、3に掲げる請求については、日本国において訴を提起されることがないが、その他のすべての種類の事件については、日本国の裁判所の民事裁判権に服するものとする。

(b) 国際連合の軍隊が使用している施設内に日本国の法律に基き強制執行を行うべき私有の動産（国際連合の軍隊が使用している動産を除く。）があるときは、当該派遣国の当局は、日本国の裁判所の要請に基き、その財産を差し押えて日本国の当局に引き渡さなければならない。派遣国の当局は、当該派遣国に属する国際連合の軍隊がその差押及び引渡を行う法律上の権限を有しない場合には、日本国の当局が日本国の法律に従つて前記の財産を差し押えることを許容しなければならない。

(b) その報告書は、当該派遣国の当局に交付するものとし、その当局は、遅滞なく、慰しや料の支払を申し出るかどうかを決定し、且つ、申し出る場合には、その額を決定する。

(c) 慰しや料の支払の申出があつた場合において、請求人がその請求を完全に満たすものとしてこれを受諾したときは、当該派遣国の当局は、自ら支払をしなければならず、且つ、その決定及び支払つた額を日本国の当局に通知する。

(d) 本項のいかなる規定も、支払が請求を完全に満たすものとして行われたものでない限り、国際連合の軍隊の構成員又は被用者に対する訴を受理する日本国の裁判所の裁判権に影響を及ぼすものではない。

執行に従事していたかどうかを決定する第一次の権利を有する。その決定は、当該請求権が生じた後できる限りすみやかに行わなければならない。他のいずれかの当該当事者がその決定に同意しなかつたときは、その当事者は、協議のためこの問題を合同会議に付託することができる。

5

日本国内における不法の作為又は不作為で公務執行中に行われたものでないものから生ずる国際連合の軍隊の構成員又は被用者に対する請求権は、次の方法で処理するものとする。

(a) 日本国の当局は、当該事件に関するすべての事情（損害を受けた者の行動を含む。）を考慮して、公平且つ公正に請求を審査し、及び請求人に対する補償金を査定し、並びにその事件に関する報告書を作成する。

遣国の一の分担額の半分となる割合で分担する。

(iii) 負傷、死亡又は財産上の損害が二以上の派遣国の国際連合の軍隊により生じ、且つ、その責をいずれかの国際連合の軍隊に特定的に帰することが不可能である場合には、すべての当該派遣国は、その負傷、死亡又は財産上の損害の原因について責任があるものとみなされ、前記の(ii)の規定が適用される。

(3) 日本国が本項に従つて承認した又は承認しなかつたすべての請求の明細、各事件についての認定及び日本国が支払つた額の明細は、定められるべき手続に従つて、当該派遣国が支払うべき分担額の支払の要請とともに、その派遣国に定期的に送付する。その支払は、できる限りすみやかに日本円で行わなければならない。

4 この協定の各当事者は、前諸項の実施に当り、その人員が公務の

国の権限のある裁判所による裁判に従つてされたものであるとを問わない。）又は支払を認めない旨の日本国の権限のある裁判所による確定した裁判は、拘束力を有する最終的のものとする。

(d) (a)、(b)及び(c)に従い請求を満たすために要した費用は、この協定の当事者が次のとおり分担する。

(i) 一派遣国のみが責任を有する場合には、合意され、又は裁判により決定された額は、その七十五パーセントを当該派遣国が、及びその二十五パーセントを日本国が分担する。

(ii) 二以上の派遣国が共同に責任を有する場合には、合意され、又は裁判により決定された額は、当該派遣国の分担額がこれらの国の間において均等となり、且つ、日本国の分担額が当該派

上責任を有するその他の作為、不作為若しくは事故で、非戦闘行為に伴つて生じ、且つ、日本国において第三者を負傷させ若しくは死亡させ、又はこれに財産上の損害を与えたものから生ずる請求権は、日本国が次の規定に従つて処理するものとする。

(a) 請求は、請求権が生じた日から一年以内に提起するものとし、日本国の被用者の行動から生ずる請求権に関する日本国の法令に従つて審査し、且つ、解決し、又は裁判する。

(b) 日本国は、前記のいかなる請求をも解決することができるものとし、合意され、又は裁判により決定された額の支払を日本円で行うものとする。

(c) 前記の支払（合意による解決に従つてされたものであると日本

員が公務の執行に従事している間に日本国において被つた負傷又は死亡については、その負傷又は死亡が公務執行中のこの協定の他のいずれかの当事者の軍隊の構成員又は文民たる政府の職員によるものであるときは、その他方の当事者に対するすべての請求権を放棄する。

2 この協定の各当事者は、日本国において所有する財産に対する損害については、その損害が公務執行中のこの協定の他のいずれかの当事者の軍隊の構成員又は文民たる政府の職員によるものであるときは、その他方の当事者に対するすべての請求権を放棄する。

3 契約による請求権を除く外、公務執行中の国際連合の軍隊の構成員若しくは被用者の作為若しくは不作為又は国際連合の軍隊が法律

第十七条

この協定の当事者は、国際連合の軍隊、同軍隊の構成員、軍属及び家族並びにこれらのものの財産の安全を確保するため随時必要となるべき措置を執ることについて協力するものとする。日本国政府は、日本国の領域において国際連合の軍隊の工作物、備品、財産、記録及び公務上の情報の十分な安全及び保護を確保するため、並びに適用されるべき日本国の法令に基いて犯人を罰するため、日本国政府が必要と認めるところに応じ、立法を求め、及びその他の措置を執るものとする。

第十八条

1 この協定の各当事者は、その軍隊の構成員又は文民たる政府の職

メリカ合衆国政府との間の行政協定の千九百五十三年九月二十九日に東京で署名された議定書により改正された第十七条の規定が更に改正される場合には、この協定の当事者は、協議の上、本条の対応規定に同様の改正を行うものとする。但し、当該派遣国に属する国際連合の軍隊が、その更に行われた改正をもたらした事情と同様の事情の下にある場合に限る。

12 千九百五十三年十月二十六日に東京で署名された日本国における国際連合の軍隊に対する刑事裁判権の行使に関する議定書及びその附属書は、日本国政府と同議定書に署名したこの協定の他の当事者との間において、この協定が当該当事者について効力を生ずる日に効力を失う。

の代表者を立ち合わせる権利

10

(a) 国際連合の軍隊の正規に編成された部隊又は編成隊は、同軍隊の施設において警察権を行う権利を有する。国際連合の軍隊の軍事警察は、これらの施設において、秩序及び安全の維持を確保するためすべての適当な措置を執ることができる。

(b) 前記の施設の外部においては、前記の軍事警察は、必ず日本国の当局との取極に従うことを条件とし、且つ、日本国の当局と連絡して使用されるものとし、その使用は、国際連合の軍隊の構成員の間の規律及び秩序の維持のため必要な範囲内に限るものとする。

11

千九百五十二年二月二十八日に東京で署名された日本国政府とア

いて公訴を提起された場合には、いつでも、次の権利を有する。

(a) 遅滞なく迅速な裁判を受ける権利

(b) 公判前に自己に対する具体的な訴因の通知を受ける権利

(c) 自己に不利な証人と対決する権利

(d) 証人が日本国の管轄内にあるときは、自己のために強制的手続により証人を求める権利

(e) 自己の弁護のため自己の選択する弁護人をもつ権利又は日本国でその当時通常行われている条件に基き費用を要しないで若しくは費用の補助を受けて弁護人をもつ権利

(f) 必要と認めたときは、有能な通訳を用いる権利

(g) 当該派遣国の政府の代表者と連絡する権利及び自己の裁判にそ

ばならない。

6 被告人が本条の規定に従つて日本国の当局又は派遣国の軍当局のいずれかにより裁判を受けた場合において、無罪の判決を受けたとき、又は有罪の判決を受けて服役しているとき、服役したとき、若しくは赦免されたときは、政府がこの協定の当事者たる他の国の当局は、日本国の領域内において同一の犯罪について重ねてその者を裁判してはならない。但し、本項の規定は、派遣国の軍当局が当該派遣国に属する国際連合の軍隊の構成員を、その者が日本国の当局により裁判を受けた犯罪を構成した作為又は不作為から生ずる軍紀違反について、裁判することを妨げるものではない。

9 国際連合の軍隊の構成員、軍属又は家族は、日本国の裁判権に基

に援助しなければならない。但し、それらの物件の引渡は、引渡を行う当局が定める期間内に還付されることを条件として行うことができる。

(b) 日本国の当局及び派遣国の軍当局は、裁判権を行使する権利が競合するすべての事件の処理について、相互に通告しなければならない。

7

(a) 死刑の判決は、日本国の法制が同様の場合に死刑を規定していない場合には、派遣国の軍当局が日本国内で執行してはならない。

(b) 日本国の当局は、派遣国の軍当局が本条の規定に基いて日本国の領域内で言い渡した自由刑の執行について派遣国の軍当局から援助の要請があつたときは、その要請に好意的考慮を払わなけれ

相互に援助しなければならない。

(b) 日本国の当局は、派遣国の軍当局に対し、当該派遣国に属する国際連合の軍隊の構成員、軍属又は家族の逮捕についてすみやかに通告しなければならない。

(c) 日本国が裁判権を行使すべき派遣国軍隊の構成員又は軍属たる被疑者の拘禁は、その者の身柄が当該派遣国の手中にあるときは、日本国により公訴が提起されるまでの間、当該派遣国が引き続き行うものとする。

6

(a) 日本国の当局及び派遣国の軍当局は、犯罪についてのすべての必要な捜査の実施並びに証拠の収集及び提出（犯罪に関連する物件の押収及び相当な場合にはその引渡を含む。）について、相互

しなければならない。第一次の権利を有する国の当局は、他方の国がその権利の放棄を特に重要であると認めた場合において、その他方の国の当局から要請があつたときは、その要請に好意的考慮を払わなければならない。

4 前諸項の規定は、派遣国の軍当局が日本国民又は日本国に通常居住する者に対し裁判権を行使する権利を有することを意味するものではない。但し、これらの者が当該派遣国に属する国際連合の軍隊の構成員であるときは、この限りでない。

5 (a) 日本国の当局及び派遣国の軍当局は、日本国の領域内における国際連合の軍隊の構成員、軍属又は家族の逮捕及び前諸項の規定に従つて裁判権を行使すべき当局へのこれらの者の引渡について、

る。

(a) 派遣国の軍当局は、次の罪については、国際連合の軍隊の構成員又は軍属に対して裁判権を行使する第一次の権利を有する。

(i) もつぱら当該派遣国の財産若しくは安全のみに対する罪又はもつぱら当該派遣国に属する国際連合の軍隊の他の構成員、軍属若しくは家族の身体若しくは財産のみに対する罪

(ii) 公務執行中の作為又は不作為から生ずる罪

(b) その他の罪については、日本国の当局が、裁判権を行使する第一次の権利を有する。

(c) 第一次の権利を有する国は、裁判権を行使しないことに決定したときは、できる限りすみやかに他方の国の当局にその旨を通告

を含む。）について、専属的裁判権を行使する権利を有する。

(b) 日本国の当局は、国際連合の軍隊の構成員、軍属及び家族に対し、日本国の法令によつて罰することができる罪で当該派遣国の法令によつては罰することができないもの（日本国の安全に関する罪を含む。）について、専属的裁判権を行使する権利を有する。

(c) 本条2及び3の適用上、国の安全に関する罪は、次のものを含む。

(i) 当該国に対する反逆

(ii) 妨害行為（サボタージュ）、ちよう報行為又は当該国の公務上若しくは国防上の秘密に関する法令の違反

3 裁判権を行使する権利が競合する場合には、次の規定が適用され

第十六条

1 本条の規定に従うことを条件として、

(a) 派遣国の軍当局は、当該派遣国の軍法に服するすべての者に対し、当該派遣国の法令により与えられたすべての刑事及び懲戒の裁判権を日本国において行使する権利を有する。

(b) 日本国の当局は、国際連合の軍隊の構成員、軍属及び家族に対し、日本国の領域内で犯す罪で日本国の法令によつて罰することができるものについて、裁判権を有する。

2 (a) 派遣国の軍当局は、当該派遣国の軍法に服する者に対し、当該派遣国の法令によつて罰することができる罪で日本国の法令によつては罰することができないもの（当該派遣国の安全に関する罪

助を得て充足されるものとする。

7 所得税、地方住民税及び社会保障のための納付金を源泉徴収して納付するための義務並びに、相互間で別段の合意をする場合を除く外、賃金及び諸手当に関する条件その他の雇用及び労働の条件、労働者の保護のための条件並びに労働関係に関する労働者の権利は、日本国の法令で定めるところによらなければならない。

第十五条

日本国に国際連合の軍隊を維持することに伴うすべての経費は、この協定の存続期間中日本国に負担をかけないで同軍隊が負担しなければならない。但し、日本国政府の所有する施設で日本国政府により国際連合の軍隊の使用に供せられるものは、日本国によつて賃貸料その他の対価の免除を受けて提供されるものとする。

備品及び役務の購入価格の重要な且つ容易に判別することができる部分をなすと認められるものに関して、本条の目的に合致する免税又は税の軽減を認めるための手続について合意するものとする。

4 3に掲げる租税の免除を受けて日本国で購入した物は、日本国の当局及び国際連合の軍隊が相互間で合意する条件に従つて処分を認める場合を除く外、当該租税の免除を受けて当該物を購入する権利を有しない者に対して日本国内で処分してはならない。

5 国際連合の軍隊の構成員、軍属又は家族は、日本国における物品及び役務の個人的購入について日本国の法令に基いて課せられる租税又は類似の公課の免除を本条を理由として享有することはない。

6 現地の労務に対する国際連合の軍隊の需要は、日本国の当局の援

3 国際連合の軍隊又は同軍隊の公認調達機関が同軍隊の当局の適当な証明書を附して日本国で公用のため調達する資材、需品、備品及び役務は、日本の次の租税を免除される。

(a) 物品税

(b) 通行税

(c) 揮発油税

(d) 電気ガス税

最終的には国際連合の軍隊が使用するため調達される資材、需品、備品及び役務は、同軍隊の適当な証明書があれば、物品税及び揮発油税を免除される。日本国及び国際連合の軍隊は、本条に明示しない日本国の現在の又は将来の租税で、同軍隊が調達する資材、需品、

第十四条

1 現地で供給される国際連合の軍隊の支持のため必要な資材、需品、備品及び役務でその調達が日本国の経済に不利な影響を及ぼす虞があるものは、日本国の権限のある当局との調整の下に、また、望ましいときは日本国の権限のある当局を通じて又はその援助を得て、調達しなければならない。

2 国際連合の軍隊による又は同軍隊のための資材、需品、備品、役務及び労務の調達に関する契約から生ずる紛争でその契約の当事者によつて解決されないものは、調停のため合同会議に付託することができる。但し、本項の規定は、契約の当事者が有することのある提訴の権利を害するものではない。

(b) 国際連合の軍隊は、日本国の税関当局によつて又はこれに代つて行われる差押を受けるべき物件がその税関当局に引き渡されることを確保するため、可能なすべての援助を与えなければならない。

(c) 国際連合の軍隊は、同軍隊の構成員、軍属又は家族が納付すべき関税、租税及び罰金の納付を確保するため、可能なすべての援助を与えなければならない。

(d) 国際連合の軍隊に属する財産で、日本国の関税又は財務に関する法令に違反する行為に関連して日本国の税関当局が差し押えたものは、その財産が属する軍隊の当局に引き渡さなければならない。

徴金の免除を受けて当該物を輸入する権利を有しない者に対して日本国内で処分してはならない。

8 2及び4に基き関税その他の課徴金の免除を受けて日本国に輸入された物は、関税その他の課徴金の免除を受けて再輸出することができる。

9 国際連合の軍隊は、日本国の当局と協力して、本条に従つて同軍隊、同軍隊の構成員、軍属及び家族に与えられる特権の濫用を防止するため必要な措置を執らなければならない。

10 (a) 日本国の当局及び国際連合の軍隊は、日本国の税関当局が執行する法令に違反する行為を防止するため、調査の実施及び証拠の収集について相互に援助しなければならない。

当該物の輸入の際税関当局が徴収したその関税及び内国消費税を払いもどすものと解してはならない。

6 税関検査は、次のものの場合には行わないものとする。

(a) 命令により日本国に入国し、又は日本国から出国する国際連合の軍隊の部隊又は同軍隊の構成員

(b) 公用の封印がある公文書

(c) 政府の船荷証券により船積される軍事貨物及び軍事郵便路線上にある郵便物

7 この協定に基き関税その他の課徴金の免除を受けて日本国に輸入された物は、日本国及び国際連合の軍隊の当局が相互間で合意する条件に従つて認める場合を除く外、この協定に基き関税その他の課

軍屬と同居するため最初に到着した時に輸入するこれらの者の私用のための家具及び家庭用品並びにこれらの者が入国の際持ち込む私用のための身回品

(b) 国際連合の軍隊の構成員又は軍屬が自己又はその家族の私用のため輸入する自動車両及び取替用部品

(c) 国際連合の軍隊の構成員、軍屬及び家族の私用のため軍事郵便局を通じて日本国に郵送される合理的な数量の衣類及び家庭用品。

但し、その衣類及び家庭用品は、これらの者が屬する派遣国において日常用として通常購入される種類のものに限る。

6 2及び3で許与する免除は、物の輸入の場合にのみ適用するものとし、関税及び内国消費税が既に徴収された物を購入する場合に、

族の使用のため輸入するすべての資材、需品及び備品は、関税その他の課徴金の免除を受けて日本国に入れることを許される。

3 2に掲げる物を輸入するときは、国際連合の軍隊は、合同会議が決定する形式を有し、権限のある者により署名され、且つ、これらの物が2に述べる目的のために輸入されるものである旨を証する証明書を日本国の税関当局に提出しなければならない。

4 国際連合の軍隊の構成員、軍属及び家族に仕向けられ、且つ、これらの者の私用に供せられる財産には、関税その他の課徴金を課する。但し、次のものについては、関税その他の課徴金を課さない。

(a) 国際連合の軍隊の構成員若しくは軍属が日本国で勤務するため最初に到着した時に輸入し、又は家族が同軍隊の構成員若しくは

死亡による移転についての日本国における租税を免除される。但し、この免除は、投資若しくは事業を行うため日本国において保有される財産又は日本国において登録された無体財産権には適用しない。本条の規定は、私有車両による道路の使用について納付すべき租税の免除を許与する義務を定めるものではない。

第十三条

1 国際連合の軍隊、同軍隊の構成員、軍属及び家族並びに第九条に定める諸機関は、この協定に別段の定がある場合を除く外、日本国の税関当局が執行する法令に服さなければならない。

2 国際連合の軍隊又は第九条に定める諸機関がもつぱら同軍隊若しくはこれらの諸機関の公用のため又は同軍隊の構成員、軍属及び家

税徴者に日本の租税を納付する義務を負わない。本条の規定は、これらの者に対し、日本国の源泉から生ずる所得についての日本の租税の納付を免除するものではなく、また、派遣国の所得税のために日本国に居所を有することを申し立てる当該派遣国の市民に対し、所得についての日本の租税の納付を免除するものではない。

3 2に掲げる者が国際連合の軍隊の構成員、軍属又は家族であるという理由のみによつて日本国にある期間は、日本の租税の賦課上、日本国に居所又は住所を有する期間とは認めない。

4 国際連合の軍隊の構成員、軍属及び家族は、これらの者が一時的に日本国にあることのみに基いて日本国に所在する有体の動産又は証券に化体された財産の保有、使用、これらの者相互間の移転又は

2 国際連合の軍隊は、認可されない者に対し軍票を行使する同軍隊の構成員、軍属又は家族を法の正当な手続に従つて逮捕し、及び処罰しなければならず、また、日本国内における軍票の許されない使用の結果として、その認可されない者又は日本国政府若しくはその機関に対していかなる義務をも負うことはない。

第十二条

1 国際連合の軍隊は、同軍隊が日本国において保有し、使用し、又は移転する財産について租税又は類似の公課を課せられない。

2 国際連合の軍隊の構成員、軍属及び家族は、これらの者が同軍隊に勤務し、又は同軍隊若しくは第九条に定める諸機関に雇用された結果受ける所得について、日本国政府又は日本国にあるその他の課

第十一条

1 派遣国によつて認可された者は、同派遣国が使用している施設内における相互間の取引のため、軍票を使用することができる。但し、その使用に当つては、その軍票を発行した国で、自国通貨をもつてその軍票を表示しているものの規則に従うものとする。国際連合の軍隊は、軍票を発行した国の規則が許す場合を除く外、認可された者が当該軍票を用いる取引に従事することを禁止するよう適当な措置を執らなければならない。日本国政府は、認可されない者が軍票を用いる取引に従事することを禁止するため必要な措置を執らなければならず、また、要すれば国際連合の軍隊の援助を得て、軍票の偽造又は偽造軍票の使用に関与する者で日本国の当局の裁判権に服すべきものを逮捕し、及び処罰しなければならない。

第十条

1 国際連合の軍隊の構成員、軍属及び家族は、日本国政府の外国為替管理に服さなければならない。

2 1の規定は、外国為替又は外貨証券で、派遣国政府の公金であるもの、国際連合の軍隊の構成員及び軍属がこの協定に関連して勤務し、若しくは雇用された結果取得したもの又はこれらの者及び家族が日本国外の源泉から取得したものの日本国内又は日本国外への移転を妨げるものと解してはならない。

3 国際連合の軍隊の当局及び派遣国政府は、2に定める特権の濫用又は日本国の外国為替管理の回避を防止するため適当な措置を執らなければならない。

納付するための義務並びに、相互間で別段の合意をする場合を除く外、賃金及び諸手当に関する条件その他の雇用及び労働の条件、労働者の保護のための条件並びに労働関係に関する労働者の権利は、日本国の法令で定めるところによらなければならない。

5

1に定める諸機関は、日本国の当局に対し、日本国の税法が要求するところにより資料を提供するものとする。

6

これらの諸機関は、第十一条に定める軍票の使用を認められる者との取引において、軍票を使用することができる。これらの諸機関は、日本国内の外国為替銀行に外国通貨の預金勘定をもつことができない。但し、合同会議を通じて別段の合意をする場合は、この限りでない。

同軍隊が使用している施設内に設置することができる。これらの諸機関は、この協定に別段の定がある場合を除く外、日本の規則、免許、手数料、租税又は類似の管理に服さないものとする。

2 これらの諸機関による商品及び役務の販売には、日本の租税を課さず、これらの諸機関による商品及び需品の日本国内における購入には、日本の租税を課する。

3 これらの諸機関が販売する物品は、日本国の当局及び国際連合の軍隊が相互間で合意する条件に従つて処分を認める場合を除く外、これらの諸機関から購入することを認められない者に対して日本国内で処分してはならない。

4 所得税、地方住民税及び社会保障のための納付金を源泉徴収して

に適用される条件と同一の条件で取得する日本国の登録番号標を付けていなければならない。

第八条

国際連合の軍隊は、同軍隊の構成員、軍属及び家族が利用する軍事郵便局を、日本国内にあるこれらの軍事郵便局間並びにこれらの軍事郵便局と派遣国が日本国外に設置し、及び運営する他の郵便局との間の郵便物の送達のため、同軍隊が使用している施設内に設置し、及び運営する権利を有する。

第九条

1 歳出外の資金による諸機関で国際連合の軍隊が公認し、及び規制するものは、同軍隊の構成員、軍属及び家族の利用に供するため、

ることができる。その公益事業及び公共の役務の利用については、国際連合の軍隊は、日本国政府の各省その他の機関に当該時に与えられる待遇よりも不利でない待遇を与えられる。

第七条

1 日本国は、派遣国が国際連合の軍隊の構成員、軍属又は家族に対して発給した運転許可証、運転免許証又は軍の運転許可証を、運転者試験又は手数料を課さないで、有効なものとして承認するものとする。

2 国際連合の軍隊及び軍属用の公用車両は、明確な国籍の標示及び番号を付けていなければならない。

3 国際連合の軍隊の構成員、軍属及び家族の私有車両は、日本国民

が用いる周波数、電力及び類似の事項に関するすべての問題は、合同会議を通じて相互間の合意により解決しなければならない。

4 国際連合の軍隊が1の規定に基いて使用する施設は、必要でなくなつたときはいつでも、当該施設を原状に回復する義務及びいずれかの当事者に対する又はその者による補償を伴うことなく、すみやかに日本国に返還しなければならない。この協定の当事者は、建設又は大きな変更に関しては、合同会議を通じ別段の取極を合意することができる。

第六条

国際連合の軍隊、並びに同軍隊の構成員、軍属及び家族は、日本国政府が有し、管理し、又は規制する公益事業及び公共の役務を利用す

る。もつとも、水先人を使用したときは、応当する料率で水先料を支払わなければならない。

第五条

1 国際連合の軍隊は、日本国における施設（当該施設の運営のため必要な現存の設備、備品及び定着物を含む。）で、合同会議を通じて合意されるものを使用することができる。

2 国際連合の軍隊は、合同会議を通じ日本国政府の同意を得て、日本国とアメリカ合衆国との間の安全保障条約に基いてアメリカ合衆国の使用に供せられている施設及び区域を使用することができる。

3 国際連合の軍隊は、施設内において、この協定の適用上必要な且つ適当な権利を有する。国際連合の軍隊が使用する電波放射の装置

を与えられない貨物又は旅客がその船舶又は航空機で運送されているときは、日本国の当局にその旨の通告を与えなければならず、その貨物又は旅客は、日本国の法令に従つて日本国に入れなければならない。

2

1に掲げる船舶及び航空機、国際連合の軍隊及び軍属用の公用車両、同軍隊の構成員、軍属及び家族並びにこれらの者の車両は、第五条に従つて同軍隊が使用している施設及び区域に出入し、これらのものの間を移動し、及びこれらのものと1に掲げる港又は飛行場との間を移動する権利を与えられる。

3

1に掲げる船舶が日本国の港に入る場合には、日本国の当局に適当な通告をしなければならない。その船舶は、強制水先を免除され

かにその者を日本国政府の負担によらないで日本国から退去させなければならない。但し、その者が日本国の当該法令に従つて日本国にとどまることを許可される場合は、この限りでない。

8 日本国が正当な事由により国際連合の軍隊の構成員、軍属又は家族の日本国からの退去を要請したときは、当該派遣国の当局は、その者を遅滞なく日本国から退去させる責任を有する。

第四条

1 この協定の適用上、国際連合の軍隊によつて、同軍隊のために又は同軍隊の管理の下に運航される船舶及び航空機は、第二十条に定める合同会議によつて合意される港又は飛行場に入港料又は着陸料を課せられないで出入する権利を与えられる。この協定による免除

日本国の当局が要求するときは、呈示しなければならない。

5 軍属は、その旅券に自己の身分及び自己の属する機関の記載を受けていなければならない。家族は、その旅券に自己の身分の記載を受けていなければならない。

6 軍属及び家族は、日本国にある間の身分証明のため、日本国の当局が要求するときは、その旅券を相当な期間内に呈示しなければならない。

7 本条に基いて日本国に入国した者の身分に変更があつてその者が前記の入国の権利を有しなくなつた場合には、派遣国の当局は、日本国の当局にその旨を通告するものとし、また、できる限りすみや

外国人の登録及び管理に関する日本国の法令の適用から除外される。但し、日本国の領域に永久的な居所又は住所を要求する権利を取得するものとはみなされない。

3 国際連合の軍隊の構成員は、日本国への入国又は日本国からの出国に当つて、次の文書を携帯しなければならない。

(a) 氏名、生年月日、階級及び番号、軍の区分並びに写真を掲げる身分証明書

(b) その個人又は集団が国際連合の軍隊の構成員として有する地位及び命令された旅行の証明となる個別的又は集団的旅行の命令書

4 国際連合の軍隊の構成員は、日本国にある間の身分証明のため、前記の身分証明書を携帯していなければならない。身分証明書は、

隊の構成員、軍属及び家族の義務である。派遣国の当局及び国際連合軍司令部司令官は、この目的のため適当な措置を執らなければならない。

第三条

1 本条の規定に従うことを条件として、日本国政府は、この協定の適用上、国際連合の軍隊の構成員、軍属及び家族に対し、日本国への入国及び日本国からの出国を許可する。国際連合軍司令部は、日本国政府に対し、入国者及び出国者の数、入国及び出国の日付、入国の目的並びに滞在予定期間を適切に通告しなければならない。

2 国際連合の軍隊の構成員は、旅券及び査証に関する日本国の法令の適用から除外される。国際連合の軍隊の構成員、軍属及び家族は、

(f) 「軍属」とは、派遣国の国籍を有し、且つ、国際連合の軍隊に雇用され、これに勤務し、又はこれに随伴する文民で、日本国内にある間におけるもの（日本国に通常居住する者を除く。）をいう。

(g) 「家族」とは、次の者で日本国内にある間におけるものをいう。

(i) 国際連合の軍隊の構成員又は軍属の配偶者及び二十一才未満の子

(ii) 国際連合の軍隊の構成員又は軍属の父、母及び二十一才以上の子で、その生計費の半額以上をこれらの者に依存するもの

第二条

日本国において、日本国の法令を尊重し、及びこの協定の精神に反する活動、特に政治的活動を慎むことは、国際連合の軍隊並びに同軍

軍隊を派遣している国の政府」として、この協定に受諾を条件としないで署名し、「受諾を条件として」署名の上これを受諾し、又はこれに加入するすべての政府をいう。

(c) 「派遣国」とは、国際連合の諸決議に従つて朝鮮に軍隊を派遣しており又は将来派遣する国で、その政府が「国際連合の諸決議に従つて朝鮮に軍隊を派遣している国の政府」としてこの協定の当事者であるものをいう。

(d) 「国際連合の軍隊」とは、派遣国の陸軍、海軍又は空軍で国際連合の諸決議に従う行動に従事するために派遣されているものをいう。

(e) 「国際連合の軍隊の構成員」とは、国際連合の軍隊に属し現に服役中の人員で日本国内にある間におけるものをいう。

における これらの軍隊の地位及び日本国においてこれらの軍隊に与えられるべき待遇を定めるため、この協定の当事者は、次のとおり協定した。

第一条

この協定に別段の定がある場合を除く外、この協定の適用上次の定義を採択する。

(a) 「国際連合の諸決議」とは、千九百五十年六月二十五日、六月二十七日及び七月七日の国際連合安全保障理事会決議並びに千九百五十一年二月一日の国際連合総会決議をいう。

(b) 「この協定の当事者」とは、日本国政府、統一司令部として行動するアメリカ合衆国政府及び、「国際連合の諸決議に従つて朝鮮に

の行動に従事する軍隊を日本国内及びその附近において支持することを日本国が許し且つ容易にすることを確認したので、

国際連合の軍隊は、すべての国及び当局に対して国際連合の行動にあらゆる援助を与えるよう要請した、千九百五十年六月二十五日、六月二十七日及び七月七日の安全保障理事会決議並びに千九百五十一年二月一日の総会決議に従う行動に今なお引き続き従事しているので、

また、

日本国は、朝鮮における国際連合の行動に参加している軍隊に対し施設及び役務の形で重要な援助を従来与えてきており、且つ、現に与えているので、

よつて、これらの軍隊が日本国の領域から撤退するまでの間日本国

日本国における国際連合の軍隊の地位に関する協定

千九百五十一年九月八日に日本国内閣総理大臣吉田茂とアメリカ合衆国国務長官ディーン・アチソンとの間に交換された公文において、同日サン・フランシスコ市で署名された日本国との平和条約の効力発生と同時に、日本国は、国際連合が国際連合憲章に従つてとるいかなる行動についてもあらゆる援助を国際連合に与えることを要求する同憲章第二条に掲げる義務を引き受けることになると述べられているので、

前記の公文において、日本国政府は、平和条約の効力発生の後に一又は二以上の国際連合加盟国の軍隊が極東における国際連合の行動に従事する場合には、当該一又は二以上の加盟国がこのような国際連合

PROTOCOL FOR THE PROVISIONAL IMPLEMENTATION OF THE AGREEMENT REGARDING THE STATUS OF THE UNITED NATIONS FORCES IN JAPAN[1]

The Signatory Governments to the Agreement regarding the Status of the United Nations Forces in Japan, signed at Tokyo on February 19, 1954,

Have agreed as follows:

Each Signatory Government to the Agreement regarding the Status of the United Nations Forces in Japan, signed at Tokyo on February 19, 1954, shall, pending the entry into force of the Agreement for that Government, take provisional measures within its power under existing laws to implement the purposes of the Agreement as much as practicable.

This Protocol shall enter into force for each Signatory Government on the date of its signature.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments for the purpose, have signed this Protocol.

DONE at Tokyo this nineteenth day of February, 1954 in the Japanese and English languages, both texts being equally authoritative, in a single original which shall be deposited in the archives of the Government of Japan. The Government of Japan shall transmit certified copies thereof to all the Signatory Governments.

[1] The text herein contained is a literal print of a copy certified as a true copy on Mar. 31, 1954, by the Chief of Archives Section, Ministry of Foreign Affairs of Japan.

For the Government of Japan:

KATSUO OKAZAKI

For the Government of the United States of America acting as the Unified Command:

J. GRAHAM PARSONS

GOVERNMENTS OF STATES SENDING FORCES TO KOREA PURSUANT TO THE UNITED NATIONS RESOLUTIONS

For the Government of Canada:

R. W. MAYHEW

For the Government of New Zealand:

R. M. MILLER

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

ESLER DENING

For the Government of the Union of South Africa

ESLER DENING

For the Government of the Commonwealth of Australia:

E. RONALD WALKER

For the Government of the Republic of the Philippines:

JOSÉ F. IMPERIAL

フィリピン共和国政府のために

José F. Imperial

ニュー・ジーランド政府のために

R. M. Miller

グレート・ブリテン及び北部アイルランド連合王国政府のために

Esler Dening

南アフリカ連邦政府のために

Esler Dening

オーストラリア連邦政府のために

E. Ronald Walker

日本国政府のために

岡崎勝男

統一司令部として行動するアメリカ合衆国政府のために

J. Graham Parsons

国際連合の諸決議に従つて朝鮮に軍隊を派遣している国の政府

カナダ政府のために

R. W. Mayhew

以上の証拠として、下名は、各自の政府から署名のために正当に委任を受け、この議定書に署名した。

千九百五十四年二月十九日に東京で、ひとしく正文である日本語及び英語により本書一通を作成した。この原本は、日本国政府の記録に寄託する。日本国政府は、その認証謄本をすべての署名政府に送付するものとする。

日本国における国際連合の軍隊の地位に関する協定の暫定的な実施のための議定書

千九百五十四年二月十九日に東京で署名された日本国における国際連合の軍隊の地位に関する協定の署名政府は、

次のとおり協定した。

千九百五十四年二月十九日に東京で署名された日本国における国際連合の軍隊の地位に関する協定の各署名政府は、同協定がその政府について効力を生ずるまでの間、現行の法令の下における各自の権限内で、同協定の目的とするところをできる限り実行するため暫定的な措置を執るものとする。

この議定書は、各署名政府についてその署名の日に効力を生ずる。

TIAS 2996
June 23, 1954

RELIEF FROM TAXATION ON DEFENSE EXPENDITURES

Agreement, with Annex and Minute, between the UNITED STATES OF AMERICA and TURKEY

- **Signed at Ankara June 23, 1954**
- **Entered into force June 23, 1954**

TAX RELIEF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND TURKEY

AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE ARASINDA VERGİ MUAFİYETLERİ ANLAŞMASI

TAX RELIEF AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA AND TURKEY

Within the context of the obligations assumed by them under the North Atlantic Treaty,[1] the Government of the United States of America and the Government of the Republic of Turkey have agreed as follows with respect to Turkish taxation so far as it may affect expenditures by or on behalf of the United States for common defense:

1. Relief will be granted by the Turkish Government from Turkish taxes, surtaxes, duties, fees and charges enumerated in paragraphs 2 and 3 below. Such tax relief will be applied to all expenditures by or on behalf of the United States in Turkey for goods, facilities and services for the common defense effort, including expenditures for any foreign aid program of the United States.

2. The expenditures by or on behalf of the United States, referred to in paragraph 1 above, will be relieved from the following Turkish taxes and duties:

(a) Taxes, duties and fees payable on goods imported into Turkey or in connection with the importation of goods into Turkey.

(b) Transaction tax.

(c) Transportation tax.

(d) Fees and stamp duties.

(e) National and municipal taxes and surtaxes on electricity and gas.

(f) Municipal taxes on boilers and engines.

(g) Taxes on liquid fuels procured locally.

(h) National defense tax on telephone and telegraph charges.

(i) Duties and charges payable in connection with the operation of vessels and aircraft.

(j) Municipal taxes on the award of contracts and on advertisements.

(k) Consumption tax on sugar.

[1] Treaties and Other International Acts Series 1964; 63 Stat., pt. 2, p. 2241; and TIAS 2390; 3 UST 43.

AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE
ARASINDA
VERGİ MUAFİYETLERİ ANLAŞMASI

Kuzey Atlantik Andlaşması gereğince deruhde ettikleri vecibeler çerçevesi dahilinde, Amerika Birleşik Devletleri ile Türkiye Cumhuriyeti Hükûmeti, müşterek savunma için Amerika Birleşik Devletleri tarafından veya onun namına yapılan masrafları ilgilendirebileceği nisbette, Türk vergileri mevzuunda aşağıdaki hususlarda mutabık kalmışlardır:

1. Türkiye Hükûmeti tarafından, aşağıda 2'inci ve 3'üncü fıkralarda tâdad olunan Türk vergi, munzam vergi, resim, harç ve ücretlerden muafiyet sağlanacaktır. Bu vergi muafiyeti, Amerika Birleşik Devletlerinin herhangi bir dış yardım programı gereğince yapacağı masraflar da dahil olmak üzere, müşterek savunma gayreti uğrunda eşya, tesisat ve hizmetler için Amerika Birleşik Devletleri tarafından veya onun namına Türkiye'de yapılan bütün masraflara tatbik edilecektir.

2. Amerika Birleşik Devletleri tarafından veya onun namına yapılan ve yukardaki 1'inci fıkrada mevzuubahs edilen masraflara aşağıdaki Türk vergi ve resimleri sirayet ettirilmiyecektir:

(a) Türkiye'ye ithal olunan eşyadan ve bu ithalât dolayısiyle alınan vergi, resim ve ücretler.

(b) Muamele vergisi.

(c) Nakliyat resmi.

(d) Harçlar ve damga resmi.

(e) Elektrik cereyanı ve havagazı istihlâki üzerinden alınan Devlet ve Belediye vergileri ve bunların zamları.

(f) Kazan ve motörlerden Belediyelerce alınan resimler.

(g) Dahilde tedarik olunan akaryakıtlar üzerinden alınan vergiler.

(h) Telgraf ve telefon ücretleri üzerinden alınan millî savunma vergisi.

(i) Gemi ve uçaklar dolayısiyle liman ve hava meydanlarında alınan resim ve ücretler.

(j) Belediyelerce alınan ilân ve tellâllık resimleri.

(k) Şeker istihlâk vergisi.

(1) Monopoly, defense and special consumption taxes on manufactured tobacco and alcoholic beverages.

3. The expenditures by or on behalf of the United States, referred to in paragraph 1 above, will also be relieved from any corporation or income taxes assessed against firms or persons of United States nationality or persons of United States nationality employed by them.

4. The procedures to be employed in accomplishing relief from the taxes, surtaxes, duties, fees and charges enumerated in paragraphs 2 and 3 above, and the extent of such relief, are stipulated in the Annex to this Agreement.

5. Relief will include taxes, surtaxes, duties, fees and charges, if any, under paragraphs 2 and 3 above, in connection with expenditures by contractors or their sub-contractors with respect to contracts financed by the United States.

6. This Agreement does not affect expenditures by individuals; nor shall it extend to small expenditures otherwise covered by this Agreement where there is no formal contract concluded by a "contracting and purchasing officer" or other person duly authorized to conclude contracts by or on behalf of the United States.

7. With respect to infrastructure and other programs for which the Turkish Government may act as procuring agency and receive reimbursement in whole or in part from the United States Government, procedures will be applied so as to ensure that the contribution of the United States is an amount which is net of the Turkish taxes and duties covered by paragraph 2 and any other taxes and duties from which relief may subsequently be obtained under paragraph 8 of this Agreement.

8. With respect to any Turkish taxes, surtaxes, duties, fees and charges not specifically relieved by this Agreement, which might be found to be applicable to United States expenditures in the categories embraced in this Agreement, the two Governments will discuss whether relief from such taxes would be consistent with the principles underlying this Agreement. If so, the two Governments will undertake to establish procedures providing for the United States Government

(1) Mamûl tütün ve içkilerden alınan inhisar resmi, müdafaa ve hususî istihlâk vergileri.

3. Amerika Birleşik Devletleri tarafından veya onun namına yapılan ve yukarıda 1'inci fıkrada zikrolunan masraflara Amerika Birleşik Devletleri tabiiyetindeki şirket ve şahıslardan veya bunlar tarafından istihdam olunan Amerika Birleşik Devletleri tabiiyetindeki fertlerden alınan gelir ve kurumlar vergileri de sirayet ettirilmiyecektir.

4. Yukarıda 2'inci ve 3'üncü fıkralarda tâdad olunan vergi, munzam vergi, resim, harç ve ücretlerden muafiyet sağlanması hususunda tatbik olunacak usûller ve işbu muafiyetin şümûlü bu Anlaşmanın Ek'inde tesbit olunmuştur.

5. Muafiyet, Amerika Birleşik Devletleri tarafından finanse edilen mukaveleler dolayısiyle müteahhitler veya bunlara karşı taahhüde girişmiş ikinci müteahhitler tarafından yapılan masraflar ile ilgili olarak, yukarıda 2'inci ve 3'üncü fıkralarda tâdad olunan, eğer mevcut ise, vergi, munzam vergi, resim, harç ve ücretlere de şâmil olacaktır.

6. İşbu Anlaşma hükümleri fertler tarafından yapılan masraflara tesir etmeyeceği gibi, işbu Anlaşma çerçevesine girmekle beraber mübayaa ve ihaleye salâhiyetli bir memur veya Amerika Birleşik Devletleri tarafından veya onun namına mukavele akdine usûlüne uygun olarak yetkili kılınmış diğer bir şahıs tarafından akdedilmiş bir mukaveleye dayanmayan küçük masraflara da tatbik olunmayacaktır.

7. Sarfiyatın Türkiye Hükûmeti tarafından yapıldığı ve bilâhare tamamen veya kısmen Amerika Birleşik Devletleri Hükûmetince Türkiye Hükûmetine ödendiği Enfrastrüktür ve benzeri programlara gelince, bu masraflara Amerika Birleşik Devletlerinin iştirak hissesinin Anlaşmanın 2'inci fıkrasında zikredilen vergi ve resimlerle bu Anlaşmanın 8'inci fıkrası gereğince masraflara sirayet ettirilmemesi bilâhare kabul olunabilecek diğer vergi ve resimler düşüldükten sonra kalan bir meblâğ olarak ödenmesini mümkün kılacak usûller tesbit ve tatbik olunacaktır.

8. İşbu Anlaşmada sarahaten masraflara sirayeti önlenmemiş olan ve işbu Anlaşmada derpiş edilen Amerika Birleşik Devletleri masrafları kategorilerine kabili tatbik telâkki edilebilecek Türk vergi, munzam vergi, resim, harç ve ücretleri hakkında iki Hükûmet, bu gibi vergilerden muafiyet tanınmasının işbu Anlaşmaya esas teşkil eden prensiplere uygun olup olmadığı hususunda müzakerede bulunacaklardır. Uygun olduğu neticesine varıldığı takdirde, iki Hükûmet, Amerika Birleşik Devletleri Hükûmetine işbu Anlaşmada derpiş edilenlere müşabih münasip

appropriate relief similar to that outlined in this Agreement.

9. This Agreement is not intended to affect any other tax relief provided by the Turkish Government in accordance with existing Agreements or Turkish legislation nor will this Agreement be affected by the Agreement signed at London on June 19, 1951, on the status of the North Atlantic Treaty Organization forces.[1]

10. This Agreement does not provide relief from social security and other contributions related to the employment of individuals.

11. The United States Government and the Turkish Government will cooperate and will take appropriate measures with a view to ensuring the effective application of this Agreement under the principles enunciated and solely for the purposes envisaged herein.

12. Relief to be accorded hereunder is applicable to all expenditures made after the date of this Agreement.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Ankara, Turkey, in duplicate, in the English and Turkish languages, each of which shall be of equal authenticity, this twenty-third day of June, 1954.

For the Government of the United States of America

Avra M. Warren [2]

[SEAL]

For the Government of the Republic of Turkey

F. Köprülü [3]

[SEAL]

[1] Treaties and Other International Acts Series 2846; 4 UST, pt. 2, p. 1792.
[2] Avra M. Warren.
[3] F. Köprülü.

bir muafiyet sağlanması için usûller ihdasına girişeceklerdir.

9. İşbu Anlaşma, Türkiye Hükûmeti tarafından mevcut anlaşmalar ve mevcut Türk mevzuatı ile sağlanan diğer herhangi bir vergi muafiyetine tesir etmek maksadı ile yapılmadığı gibi, 19 Haziran 1951 tarihinde Londra'da imzalanan Kuzey Atlantik Andlaşması kuvvetlerinin statüsüne mütedair Sözleşme de işbu Anlaşmaya tesir etmeyecektir.

10. İşbu Anlaşma sosyal emniyet ve fertlerin istihdamı ile ilgili diğer yardımlardan muafiyet sağlamayacaktır.

11. Amerika Birleşik Devletleri Hükûmeti ve Türkiye Hükûmeti işbu Anlaşmanın, ihtiva ettiği prensipler gereğince ve sadece Anlaşmada derpiş edilen maksatlar için müessir bir şekilde tatbikini sağlamak üzere işbirliği yapacaklar ve gerekli tedbirleri alacaklardır.

12. Bu Anlaşma mucibince tanınacak muafiyet işbu Anlaşma tarihinden sonra yapılacak bütün masraflara tatbik edilecektir.

Yukarıdaki hususları tasdiken, iki Hükûmetin bu maksatla salâhiyettar kılınmış bulunan mümessilleri işbu Anlaşmayı imzalamışlardır.

Ankara'da, yirmi üç Haziran 1954 tarihinde, her ikisi de ayni derecede muteber olmak üzere İngilizce ve Türkçe lisanlarında iki nusha olarak yapılmıştır.

Amerika Birleşik Devletleri
Hükûmeti adına

Türkiye Cumhuriyeti
Hükûmeti adına

F. Köprülü

ANNEX

Pursuant to the provisions of paragraph 4 of the Agreement of which this Annex is a part, the procedures to be employed in accomplishing relief from the taxes, surtaxes, duties, fees and charges enumerated in paragraphs 2 and 3 of the Agreement, the extent of such relief, and the dates and numbers of the pertinent Turkish laws, are hereinafter set forth.

1. Taxes, duties and fees payable on goods imported into Turkey or in connection with the importation of goods into Turkey.

(a) Customs duties (Gumruk vergisi). (Law No. 5383 of May 11, 1949 and Law No. 6290 of February 26, 1954, and any amendments.)

(b) Customs duties (share of municipalities) (Gumruk vergisinden belediye hissesi). (Law No. 5237 of July 9, 1948 and Law No. 5383 of May 11, 1949, and any amendments.)

(c) Transaction tax on imports (Ithalat muamele vergisi). (Law No. 3843 of June 4, 1940, and any amendments.)

(d) Quay duties (Rihtim resmi). (Law No. 5842 of August 16, 1951, and any amendments.)

(e) Consumption tax on petroleum and petroleum products (Petrol ve mustaklarindan alinan istihlak vergisi). (Law No. 1718 of June 17, 1930, and any amendments.)

(f) Road tax on liquid fuels (Akaryakitlardan alinan yol vergisi). (Law No. 5889, of February 22, 1952, and any amendments.)

(g) Defense stamps on customs documents (Gumruklerde kullanilan bazi vesikalara yapistirilan mudafaa pulu). (Law No. 2456 of May 3, 1931, and any amendments.)

(h) Stamp duties connected with customs documents (Bu vesikalarla ilgili damga resmi). (Law No. 1324 of May 29, 1928, and any amendments.)

EK

İşbu Ek, Anlaşmanın bir cüz'ü olup, Anlaşmanın 4'üncü fıkrası hükümleri gereğince, 2'inci ve 3'üncü fıkralarında tâdad olunan vergi, munzam vergi, resim, harç ve ücretlerin dayandıkları Türk kanunlarının tarih ve numaraları ile bunlar hakkında Anlaşma ile kabul olunan muafiyetin şümûlü ve bunların masraflara sirayetini önlemek için tatbik olunacak usûller aşağıda gösterilmiştir.

1. Türkiye'ye ithâl olunacak eşyadan veya eşyanın Türkiye'ye ithâli dolayısiyle alınan vergi, resim ve ücretler.

(a) Gümrük vergisi (11/5/1949 tarihli ve 5383 sayılı ve 26/2/1954 tarihli ve 6290 sayılı kanunlar ve bunların ek ve tâdilleri.)

(b) Gümrük vergisinden Belediye hissesi (9/7/1948 tarihli ve 5237 sayılı ve 11/5/1949 tarihli ve 5383 sayılı kanunlar ve bunların ek ve tâdilleri.)

(c) İthalât muamele vergisi (4/6/1940 tarihli ve 3843 sayılı kanun ve ek ve tâdilleri.)

(d) Rıhtım resmi (16/8/1951 tarihli ve 5842 sayılı kanun ve ek ve tâdilleri.)

(e) Petrol ve müştaklarından alınan istihlâk vergisi (17/6/1930 tarihli ve 1718 sayılı kanun ve ek ve tâdilleri.)

(f) Akaryakıtlardan alınan yol vergisi (22/2/1952 tarihli ve 5889 sayılı kanun ve ek ve tâdilleri.)

(g) Gümrüklerde kullanılan bazı vesikalara yapıştırılan müdafaa pulu (3/5/1931 tarihli ve 2456 sayılı kanun ve ek ve tâdilleri.)

(h) Bu vesikalarla ilgili damga resmi (29/5/1928 tarihli ve 1324 sayılı kanun ve ek ve tâdilleri.)

(i) Customs storage fees (Gumruk ardiye ucreti). (Law No. 5383 of May 11, 1949, and any amendments.)

A declaration to the Turkish office mentioned in paragraph 18 below shall be made by the United States authorities, the contractor under a contract with the United States or a sub-contractor thereunder, or the Turkish authorities acting as procurement agency on behalf of the United States, as the case may be, showing the kind and quantity of the goods to be imported into Turkey for purposes of common defense. The declaration shall contain a statement to the effect that the importation is subject to relief from taxes under the terms of the Agreement, and where feasible and not prejudicial to the mutual security interests of both Governments shall be supported by plans, projects, contracts or specifications of the work to be carried out and the original or a certified copy of the invoice for the goods. The declaration shall be certified by the aforesaid Turkish office, and upon its presentation to the Turkish Customs Administration, the entry of the goods into Turkey shall be exempted from the levy and payment of the above-enumerated taxes, duties and fees. It is understood that the tax relief covered by this paragraph includes relief on goods purchased outside of Turkey and imported into Turkey.

In the event goods of foreign origin required for purposes of common defense are procured in Turkey, the following procedure shall apply. If substantial quantities of unused goods of foreign origin are purchased from firms engaged in the sale of such goods, the total of the above-enumerated taxes, duties and fees, to the extent they are identifiable on the books and documents of the selling firm or on the customs registries at the port of entry, shall be refunded to the United States authorities or to the contractor in their behalf by the Turkish Government. The fact that goods thus procured are required for the purposes envisaged herein and are in quantities necessary for the work shall be certified by the Turkish office mentioned in paragraph 18 below, on the basis of a statement and accompanying documents as envisaged in the preceding paragraph, to be presented by the purchaser. The

(i) Gümrük ardiye ücreti (11/5/1949 tarihli ve 5383 sayılı kanun ve ek ve tadilleri.)

Müşterek savunma maksadiyle Türkiye'ye ithal olunacak eşyanın nev'i ve miktarı, Ek'in 18'inci fıkrasında zikredilen Türk makamına, bunları ithal eden Amerika Birleşik Devletleri makamları veya Amerika Birleşik Devletleri ile mukavelesi bulunan müteahhit veya ikinci müteahhit veya Amerika Birleşik Devletleri hesabına masrafa yetkili Türk makamınca beyan olunur. Bu malûmatı muhtevi beyanname mevzuubahs ithalâtın Anlaşma hükümleri gereğince vergiden muaf tutulacağını tasrih ettiği gibi, bu beyannameye eşyanın orijinal faturaları veya bunların tasdikli suretleri ile mümkün olduğu takdirde ve iki Hükûmetin emniyeti bakımından mahzurlu değilse, yapılacak işin plânları, projeleri, mukaveleleri ve şartnameleri eklenir. Bu beyannamenin sözü edilen Türk makamınca tasdikli bir nüshası Gümrük makamlarına ibraz ve eşya yukarıda yazılı vergi, resim ve ücretlerden muaf olarak Türkiye'ye ithal olunacaktır. Şurası mukarrerdir ki, işbu fıkranın şümûlüne giren vergi muafiyeti, Türkiye haricinde mübayaa edilip Türkiye'ye ithal olunan eşya hususunda da muafiyeti tazammun eder.

Müşterek savunma ile ilgili işe lüzumlu yabancı menşeli eşyanın Türkiye dahilinde tedarikine lüzum hasıl olduğu ahvalde şu esaslara uyulacaktır. Yabancı menşeli eşya dahilde bu işin ticareti ile uğraşan müesseselerden büyük miktarlarda yeni olarak satın alınmış bulunduğu takdirde, eşyayı satan müessese veya ithalin yapıldığı gümrük kayıtlarından bu eşya için ithal sırasında ödenmiş yukarıda yazılı vergi, resim ve ücretin tutarı mümkün olduğu nisbette hesap olunarak ilgili Amerika Birleşik Devletleri makamına veya ona izafetle müteahhide Türkiye Hükûmetince iade olunacaktır. Bu suretle tedarik olunan eşyanın işbu Anlaşmada derpiş olunan gayelere lüzumu ve miktarının işe yeterliği Ek'in 18'inci fıkrasında zikrolunan Türk makamı tarafından, ve alıcının vereceği beyanname ile bundan evvelki fıkrada derpiş edildiği veçhile eklenecek vesaike müsteniden tasdik olunacaktır. Bu esaslar akaryakıttan

above procedure shall be applied to goods other than liquid fuels. The procedure to be applied to liquid fuels procured in Turkey is set forth in paragraph 9 below.

These procedures shall be applied in harmony with other required procedures applied by the Turkish Customs Administration, to ensure that the goods in question shall be available expeditiously for the stated purposes of common defense.

2. Transaction tax on manufacturing (Imalat muamele vergisi). (Law No. 3843 of June 4, 1940, and any amendments.)

(a) In the event articles subject to transaction tax are manufactured in Turkey by the United States Government or on its behalf by a contractor, exclusively for purposes of common defense and not for delivery to any third person, no transaction tax shall be paid thereon and relief from the tax shall be afforded by way of exemption.

(b) In the event articles manufactured in Turkey are purchased by the United States Government or on its behalf by a construction contractor for purposes of common defense, relief from this tax shall be accorded by refund of the amount of such tax to the United States Government or to the construction contractor. The transaction tax included in the manufacturers' sales price, in accordance with the nature of the article, is presently expressed by the following ratios: $\frac{12.5}{112.5}$, $\frac{15}{115}$ or $\frac{18}{118}$. Calculation of the transaction tax paid with respect to manufactured articles is made by applying these ratios to the gross prices, including taxes, of the manufacturing establishments. Purchasers shall be required to keep and produce on demand documents to show from which manufacturing establishment the articles were bought and the amount of the transaction tax paid to the manufacturing establishment in connection with the delivery of the articles. In cases where substantial quantities of articles are purchased from a commercial firm engaged in the sale of such articles and not directly from the manufacturer, evidence of the price at which the articles were bought from the manufacturer by the commercial firm shall be produced,

gayri eşyaya münhasır olup dâhilde tedarik olunacak akaryakıtlara ait vergilerle ilgili hususlar aşağıda 9'uncu fıkrada belirtilmiştir.

Bu usûller, müşterek müdafaa maksadiyle ihtiyaç görülen eşyanın sür'atle tedarikini teminen, Türk Gümrüklerince uygulanmakta olan diğer usûllerle hemâhenk olarak tatbik olunacaktır.

2. İmalât muamele vergisi (4/6/1940 tarihli ve 3843 sayılı kanun ve ek ve tâdilleri.)

(a) Amerika Birleşik Devletleri Hükûmetinin veya ona izafetle bir müteahhidin, başkalarına teslimatta bulunmaksızın münhasıran müşterek müdafaa mevzuunu teşkil eden işte kullanılmak üzere, Türkiye'de bizzat yapacakları imalât muamele vergisinin şümûlüne giren işler dolayısiyle ödenmesi gereken muamele vergisinden muaf olacaktır.

(b) Amerika Birleşik Devletleri Hükûmeti veya ona izafetle bir inşaat müteahhidi tarafından müşterek savunma maksadı ile dahilde imal edilmiş maddeler satın alındığı takdirde, bunların muamele vergisine tâbi tutulmuş olanlarının muamele vergileri şu suretle tesbit ve Amerika Birleşik Devletleri Hükûmetine veya inşaat müteahhidine iade olunacaktır. Sınaî müessesenin muamele vergili satış fiyatı içinde muamele vergisi, maddenin tâbi bulunduğu nispete göre, hâlen şu nispetlerle ifade edilir: $\frac{12,5}{112,5}$, $\frac{15}{115}$ or $\frac{18}{118}$. Muamele vergisine tâbi tutulmuş yerli mamuller için ödenen muamele vergisi, mamûlü imâl eden sınaî müesseselerin vergili toptan satış bedellerine, mamûllerin tâbi bulunduğu vergi nispetlerine göre, yukarıda belirtilen nispetler tatbik edilmek suretile bulunabilecektir. Bu maddeleri satın alanlar o maddeyi hangi sınaî müesseseden satın aldıklarını, bu maddelerin o müesseselerden vâki teslimleri için muamele vergisi ödenmiş olup olmadığını tevsik edecek vesaiki de temin edip iade olunacak verginin hesabını bunlarla tevsik edeceklerdir. Bu eşya doğrudan doğruya imâli yapan sınaî müesseseden satın alınmayıp da o türlü eşyanın ticaretiyle uğraşan ticarethanelerden büyük miktarlarda satın alındığı ahvalde de tüccarın bu malı imâli yapan sınaî müesseseden hangi fiyatla satın aldığının yukarıda belirtilen unsurlar bakımından tevsiki lâzımdır, tâ ki yukarıda

so that the wholesale price, including taxes, to which the above ratios may be applied, may be determined.

3. Transportation tax (Nakliyat resmi). (Law No. 472 of April 10, 1340 A. H. (1924 A. D.) and Law No. 3828 of May 17, 1940, and any amendments.)

The transportation tax paid with respect to the transportation of goods by ships between Turkish ports or by railway trains in Turkey for purposes of common defense, shall be determined on the basis of documents to be obtained from the transportation agencies and produced by the United States Government or on its behalf by the contractor, and shall be refunded to the United States Government or the contractor, respectively, by the Turkish Government.

The transportation tax paid with respect to travel of United States personnel who are present in Turkey for purposes of common defense as envisaged in this Agreement, in ships and railway trains in Turkey in connection with their official duties, shall be determined in the same manner and shall be refunded by the Turkish Government.

4. Fees (Harclar). (Law No. 5887 of February 25, 1952, other laws providing for fees, and any amendments.)

Any transaction connected with expenditures for purposes of common defense, provided that a statement to the effect that the transaction is subject to relief from taxes under the terms of the Agreement is contained in the appropriate document, shall be exempt from fees.

5. Stamp duties (Damga resmi). (Law No. 1324 of May 29, 1928, and any amendments.)

All advertisements and documents and certificates, whether drawn up in Turkey or abroad, provided that they contain a statement to the effect that they are subject to relief from taxes under the terms of the Agreement, shall be exempt from stamp duties.

6. National taxes on the consumption of electricity and gas (Devletce alinan elektrik ve havagazi istihlak vergisi). (Law No. 1718 of June 17, 1930, and any amendments.)

gösterilen nispetlerin tatbik olunacağı sınaî müessesenin vergili toptan satış fiyatı bulunabilsin.

3. Nakliyat resmi (10 Nisan 1340 hicrî tarihli ve 472 sayılı ve 17/5/1940 tarihli ve 3828 sayılı kanunlarla bunların ek ve tâdilleri.)

Müşterek savunma faaliyetleri ile ilgili eşyanın Türkiye'de vapur ve trenlerle nakli dolayısiyle ödenecek nakliyat resmi, Amerika Birleşik Devletleri makamları veya onlara izafetle müteahhit tarafından nakliyat müesseselerinden alınıp muhafaza olunacak vesaikle tevsik olunmak suretile hesap ve Türkiye Hükûmetince ilgili Amerika Birleşik Devletleri makamına veya müteahhide iade olunacaktır.

Amerika Birleşik Devletleri Hükûmetince işbu Anlaşmada derpiş olunduğu veçhile müşterek savunma işleriyle resmen vazifelendirilen personelin Türk şehirleri arasında tren ve vapurlarla ve bu işlerle ilgili olarak yapacakları seyahatler dolayısiyle ödenecek nakliyat resmi de, ayni suretle tevsik olunmak şartiyle, Türkiye Hükûmetince iade olunacaktır.

4. Harçlar (25/2/1952 tarihli ve 5887 sayılı kanun ile diğer kanunlarda yer alan harçlar ve bunların ek ve tâdilleri.)

Bu Anlaşmanın şümûlüne giren müşterek savunma maksatları ile yapılan masraflarla ilgili muameleler, müteallik bulunduğu vesikada tasrih edilmek kaydiyle, harçtan müstesna olarak yapılacaktır.

5. Damga resmi (29/5/1928 tarihli ve 1324 sayılı kanun ile ek ve tâdilleri.)

Mündericatında münhasıran bu Anlaşmanın şümûlüne giren müşterek savunma maksatları ile yapılan masraflarla ilgili bulunduğu tasrih edilmek şartiyle, Türkiye'de veya hariçte tanzim edilmiş olan evrak, senetler ve ilânlar damga resminden müstesna olacaktır.

6. Devletçe alınan elektrik ve havagazı istihlâk vergileri (17/6/1930 tarihli ve 1718 sayılı kanun ile ek ve tâdilleri.)

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Any electricity and gas to be consumed in the construction or maintenance of facilities required for the common defense, including living quarters on the site of such facilities, shall be exempt from the national consumption tax.

7. Municipal taxes on the consumption of electricity and gas (Belediyelerce alinan elektrik ve havagazi istihlak vergisi). (Law No. 5237 of July 9, 1948, and any amendments.)

Any electricity and gas consumed under the conditions described in paragraph 6 above shall also be exempt from municipal consumption taxes and surtaxes.

8. Municipal taxes on boilers and engines (Belediyelerce alinan motor ve kazan resmi). (Law No. 5237 of July 9, 1948, and any amendments.)

Boilers and engines to be used as a source of motive power in any activities involving expenditures for purposes of common defense shall be exempt from municipal permit taxes and surtaxes.

9. Taxes on liquid fuels procured locally (Dahilde tedarik olunacak akaryakitlardan alinan vergi ve resimler). (Laws enumerated in paragraph 1 of this Annex and Law No. 5237 of July 9, 1948, and any amendments.)

Tax relief on the importation of liquid fuels required for activities involving expenditures for purposes of common defense has been accorded by sub-paragraph 2 (a) of the Agreement and elaborated in paragraph 1 of this Annex. The provision contained in sub-paragraph 2 (g) of the Agreement supplements such relief. Under this provision:

(a) Relief from taxes on liquid fuels to be purchased by United States personnel who are members of the United States forces and their civilian component as defined in the NATO Status of Forces Agreement (and supplementary arrangements) for vehicles used in connection with their official travels will be provided through a mechanism similar to that applied to personnel of foreign diplomatic and military missions in Turkey.

(b) In the event the liquid fuels procured in bulk by the United States Government, or on its behalf by a construction contractor, under the procedure envisaged in paragraph 1 of this Annex, are insufficient or in cases

Müşterek savunmanın icap ettirdiği tesisatın inşası, bakımı ve işletilmesinde istihlâk olunacak elektrik ve havagazı Devlet tarafından alınmakta olan istihlâk vergisinden müstesna olacaktır. Tesisat sahasındaki meskenlerde istihlâk olunan elektrik ve havagazı da bu hükmün şümûlüne dahildir.

7. Belediyelerce alınan elektrik ve havagazı istihlâk vergisi (9/7/1948 tarihli ve 5237 sayılı kanun ile ek ve tadilleri.)

Yukarıda 6'ıncı fıkrada belirtilen şartlar dairesinde istihlâk olunan elektrik ve havagazı Belediyelerce alınan istihlâk vergisi ile zamlarından da müstesna olacaktır.

8. Belediyelerce alınan motör ve kazan resmi (9/7/1948 tarihli ve 5237 sayılı kanun ile ek ve tadilleri.)

Münhasıran müşterek savunma maksadiyle yapılan masraflarla ilgili işlerde muharrik kuvvet olarak kullanılacak motörlerle buharlı kazanlar Belediyelerce alınan ruhsat resminden ve zamlarından müstesna olacaktır.

9. Dahilde tedarik olunacak akaryakıtlardan alınan vergi ve resimler (Ek'in 1'inci fıkrasında zikredilen kanunlarla 9/7/1948 tarihli ve 5237 sayılı kanun ve ek ve tadilleri.)

Müşterek savunma maksadiyle yapılan masraflarla ilgili işlere lüzumlu akaryakıtların vergisiz ithali prensibi Anlaşmanın 2'inci fıkrasının (a) bendinde ve Ek'in 1'inci fıkrasında yer almıştır. Anlaşmanın 2 (g) fıkrasında yer alan hüküm ise mezkûr prensibi tamamlayıcı bir hükümdür. Bu hükme göre:

(a) NATO Silâhlı Kuvvetler Statüsü Sözleşmesinde ve buna müzeyyel anlaşmalarda târif olunduğu veçhile, Amerika Birleşik Devletleri askerî kuvvet ve sivil unsur mensupları bulunan Amerika Birleşik Devletleri tabiiyetli personelin resmî vazifeleri ile ilgili hizmetler dolayısiyle yapacakları seyahatlerde kullandıkları taşıtlar için perakende olarak satın alacakları akaryakıt konusunda hâlen memleketimizdeki yabancı elçilik mensupları ile askerî heyetlerin istifade ettikleri usûller tatbik edilmek suretile, ödenmesi melhuz vergiler bertaraf edilecektir.

(b) Amerika Birleşik Devletleri Hükûmeti veya onun namına inşaat müteahhidi tarafından münhasıran müşterek savunma ile ilgili

of urgency, the liquid fuels required for purposes of common defense may be procured tax-free on a wholesale basis from specified depots of distributing agencies in Turkey, in accordance with a procedure similar to that applied to foreign diplomatic missions in Turkey.

The Turkish office mentioned in paragraph 18 of this Annex shall ensure that, considering the quantities of liquid fuels imported tax-free, the liquid fuels procured under the procedure envisaged in this paragraph are in accord with actual requirements for purposes of common defense.

(c) Liquid fuels produced in Turkey may be procured tax-free from producers by the United States Government or on its behalf by a construction contractor for purposes of common defense. The Turkish office mentioned in paragraph 18 of this Annex shall ensure that fuels procured in this manner are in accord with actual requirements for purposes of common defense.

10. National defense tax on telephone and telegraph charges (Telgraf ve telefon ucretlerinden alinan mudafaa vergisi). (Law No. 5004 of February 17, 1947, and any amendments.)

National defense taxes paid with respect to expenditures by the United States Government or on its behalf by construction contractors of United States nationality on telephone and telegraph charges, which are subject to this tax, shall be refunded by the Turkish Government on the basis of pertinent receipts or other documents, to the United States Government or to the construction contractor.

11. Duties and charges payable in connection with the operation of vessels and aircraft.

Vessels calling at Turkish ports or aircraft calling at Turkish airfields to load or unload goods or to embark or disembark personnel or for other purposes in connection exclusively with common defense as envisaged in the Agreement, and goods unloaded from or loaded by such vessels or aircraft at Turkish ports or airfields, shall be relieved from:

işlerde kullanılmak üzere, Ek'in 1'inci fıkrası ile derpiş olunan usûller dairesinde büyük miktarlarda tedarik edilen akaryakıtlar kâfi gelmediği veya ihtiyacın sür'atle temini zarureti hâsıl olan ahvâlde, lüzumlu akaryakıt Türkiye'deki tevzi müesseselerinin önceden tespit edilecek depolarında, perakende olmamak üzere, hâsıl olan ihtiyaca tekabül edecek miktarlarda, elçilikler hakkında uygulanan usûl dairesinde vergisiz olarak tedarik olunabilecektir.

Ek'in 18'inci fıkrasında zikredilen Türk makamı, muafen ithal olunan akaryakıtların miktarını da göz önünde bulundurarak, bu fıkrada derpiş olunan usûl dairesinde tedarik olunan akaryakıtların bilfiil müşterek savunma ihtiyaçlarına tekabül etmesini temin edecektir.

(c) Dahilde istihsal olunacak akaryakıtlar, müşterek savunma maksadiyle kullanılmak üzere, Amerika Birleşik Devletleri Hükûmeti veya ona izafetle inşaat müteahhidi tarafından istihsali yapan müesseselerden vergisiz olarak alınabilecektir. Ek'in 18'inci fıkrasında zikredilen Türk makamı bu suretle tedarik olunan akaryakıtların bilfiil müşterek savunma ihtiyaçlarına tekabül etmesini temin edecektir.

10. Telgraf ve telefon ücretlerinden alınan müdafaa vergisi (17/2/1947 tarihli ve 5004 sayılı kanun ile ek ve tadilleri.)

Amerika Birleşik Devletleri Hükûmeti veya ona izafetle Amerika Birleşik Devletleri tabiiyetli inşaat müteahhitlerinin müdafaa vergisine tabi telgraf ve telefon masraflarına isabet eden ve posta idarelerinden alınmış makbuz ve sair vesikalarla tevsik edilen müdafaa vergisi, Türkiye Hükûmetince Amerika Birleşik Devletleri Hükûmetine veya inşaat müteahhidine iade olunur.

11. Gemi ve uçaklar dolayısiyle liman ve hava meydanlarında alınan resim ve ücretler.

Münhasıran bu Anlaşmanın şümûlüne giren müşterek savunma ile ilgili olmak üzere,

i) eşya yüklemek veya boşaltmak,
ii) personel almak veya bırakmak,
iii) diğer maksadlarla

Türk limanlarına veya Türk hava meydanlarına gelen gemi ve uçaklarla bu gibi gemi ve uçaklardan Türk liman ve hava meydanlarına boşaltılan veya bunlara yüklenen eşyaya aşağıdaki resim ve ücretlerden muafiyet sağlanacaktır:

(a) Harbor occupation duty (Liman isgal resmi). (Law No. 5237 of July 9, 1948, and any amendments.)

(b) Duties payable on vessels (Merakibi bahriyeden alinacak rusum). (Law No. 216 of April 15, 1338 A. H. (1922 A. D.) and Law No. 1755 of February 2, 1931, and any amendments.)

(c) Charges payable at piers, quays, canals, etc. (Iskele, rihtim, kanal ve saire ile ilgili mururiye resimleri). (Law No. 3004 of June 8, 1936. and any amendments.)

(d) Sanitary duties (Rusumu sihhiye). (Law No. 500 of April 21, 1340 A. H. (1924 A. D.) and Law No. 3056 of July 31, 1936, and any amendments.) Relief shall not be accorded for payments for services actually rendered by Turkish authorities for the vessels in question.

(e) Duties and charges connected with services with respect to the protection of life and property at sea, such as the services of lighthouses, lighted buoys, marker buoys and lifesaving facilities, and pilotage and towage (Fenerler, ziyali samandiralar, gecit samandiralari, tahlisiye hizmetleri, kilavuzluk ve romorkaj gibi denizde mal ve can korunmasina mutesallik hizmetlerle ilgili resim ve ucretler). (Law No. 3056 of July 31, 1936 and Law No. 5842 of August 16, 1951, and any amendments.) Relief shall not be accorded for payments for services actually rendered by Turkish authorities for the vessels in question.

(f) Charges for services at airfields (Hava meydanlarinda yapilan hizmetler karsiliginda alinan ucretler). (Law No. 3424 of June 14, 1938, and any amendments.) Relief shall not be accorded for payments for services actually rendered by Turkish authorities for the aircraft in question.

Relief from the duties and charges listed in sub-paragraphs (a), (b), (c) and (f) above shall be by way of exemption. Relief from the duties and charges listed in sub-paragraphs (d) and (e) above shall be by way of refund by the Turkish Government to the payer of the duties and charges in question.

The relief provided for in this paragraph, whether through exemption or

(a) Liman işgal resmi (9/7/1948 tarihli ve 5237 sayılı kanun ile ek ve tadilleri.)

(b) Merakibi bahriyeden alınacak rüsum (15 Nisan 1338 hicrî tarihli ve 216 sayılı ve 26/2/1931 tarihli ve 1755 sayılı kanunlarla ek ve tadilleri.)

(c) İskele, rıhtım, kanal ve saire ile ilgili mürüriye resimleri (8/6/1936 tarihli ve 3004 sayılı kanun ile ek ve tadilleri.)

(d) Rüsumu sıhhiye (21 Nisan 1340 hicrî tarihli ve 500 sayılı kanun ile ek ve tadilleri ve 31/7/1936 tarihli ve 3056 sayılı kanun.) Türk makamlarınca mevzuubahs gemilere fiilen ifa edilen hizmetler karşılığı alınacak ücretler işbu muafiyetin haricindedir.

(e) Fenerler, ziyalı şamandıralar, geçit şamandıraları, tahlisiye hizmetleri, kılavuzluk ve römorkaj gibi denizde can ve mal korunmasına müteallik hizmetlerle ilgili resim ve ücretler (31/7/1936 tarihli ve 3056 sayılı kanun ve 16/8/1951 tarihli ve 5842 sayılı kanun ile ek ve tadilleri.) Türk makamlarınca mevzuubahs gemilere fiilen ifa edilen hizmetler karşılığı alınacak ücretler işbu muafiyetin haricindedir.

(f) Hava meydanlarında yapılan hizmetler karşılığında alınan ücretler (14/6/1938 tarihli ve 3424 sayılı kanun ile ek ve tadilleri.) Türk makamlarınca mevzuubahs uçaklara fiilen ifa edilen hizmetler karşılığı alınacak ücretler işbu muafiyetin haricindedir.

Yukarıda (a), (b), (c) ve (f) bendlerinde zikrolunan resim ve ücretlerin masraflara sirayeti muafiyet yolu ile önlenmiştir. Yukarıda (d) ve (e) bendlerinde zikrolunan resim ve ücretlerin masraflara sirayeti ise bunların Türkiye Hükûmetince bunları ödeyenlere iadesi suretiyle önlenecektir.

Ek'in bu fıkrasında derpiş olunan muafiyetler veya iadelerle ilgili hükümler, alâkadar Türk makamlarının Türk mevzuatına göre

refund, shall not preclude the Turkish authorities from performing services which may be required of them under Turkish legislation.

12. Municipal taxes on the award of contracts and on advertisements (Belediyelerce alinan ilan ve tellallik resmi). (Law No. 5237 of July 9, 1948, and any amendments.)

In connection with activities for purposes of common defense, purchases effected through public bids and awards of contracts by public bids or submission of sealed tenders (adjudications), shall be exempt from municipal taxes on the award of contracts; advertisements shall be exempt from municipal taxes on advertisements.

13. Consumption taxes on sugar (Seker istihlak vergileri). (Law No. 1718 of June 17, 1930, and any amendments.)

Refined sugar may be sold by the Turkish manufacturers to the United States Government or to special military agencies of the United States, such as post exchanges, commissaries and officers' clubs, for the exclusive use of United States personnel, at a price net of the variable consumption tax and surtaxes. The Turkish office mentioned in paragraph 18 of this Annex shall certify that the sugar thus purchased is in quantities to meet the requirements of the United States personnel in question. Such sales will be subject to the presentation of a purchase request, thus certified, to the manufacturers.

14. Monopoly, defense and special consumption taxes on manufactured tobacco and alcoholic beverages (Mamul tutun ve ickilere ait inhisar resimleri, mudafaa vergisi ve hususi istihlak vergisi). (Law No. 2460 of May 28, 1934, Law No. 3437 of June 10, 1938, Law No. 4036 of May 21, 1941 and Law No. 4250 of June 8, 1942, and any amendments.)

Under the terms set forth in paragraph 13 above, tobacco and alcoholic beverages manufactured in Turkey may be sold exclusively by the Turkish Monopolies Administration to the United States Government or to special military agencies of the United States such as post exchanges, commissaries and officers' clubs, for the exclusive use of United States personnel, at a price including monopoly profits

yapmakla vazifeli bulundukları hizmetlerin ifasına mani olmayacaktır.

12. Belediyelerce alınan ilân ve tellâllık resmi (9/7/1948 tarihli ve 5237 sayılı kanun ile ek ve tadilleri.)

Münhasıran müşterek savunma ile ilgili işler dolayısiyle açık eksiltme ile yapılacak mübayaalarla açık eksiltme veya kapalı zarf usûlü ile yapılacak ihaleler belediye tellâllık resminden, ilânlar belediye ilân resminden muaf olacaktır.

13. Şeker istihlâk vergileri (17/6/1930 tarihli ve 1718 sayılı kanun ile ek ve tadilleri.)

Münhasıran Amerika Birleşik Devletleri tabiiyetli personelin ihtiyacı için lüzumlu tasfiye edilmiş şeker, mütehavvil ve munzam istihlâk vergilerinin dahil edilmeyeceği bir fiyatla şeker fabrikalarından Amerika Birleşik Devletleri Hükûmetine veya askerî mağazalar, kantinler, subay kulüpleri gibi Amerika Birleşik Devletlerinin özel askerî teşekküllerine satılabilecektir. Bu suretle satın alınacak şekerin mevzuubahs Amerika Birleşik Devletleri personelinin ihtiyaçlarını karşılayacak miktarda olduğunun Ek'in 18'inci fıkrasındaki Türk makamı tarafından tasdiki lâzımdır. Bu tasdiki ihtiva eden talepname fabrikalara ibraz olunmadıkça böyle bir satış yapılamaz.

14. Mamûl tütün ve içkilere ait inhisar resimleri, müdafaa vergisi ve hususî istihlâk vergisi (28/5/1934 tarihli ve 2460 sayılı, 10/6/1938 tarihli ve 3437 sayılı, 21/5/1941 tarihli ve 4036 sayılı, ve 8/6/1942 tarihli ve 4250 sayılı kanunlarla bunların ek ve tadilleri.)

Yukarıda 13'üncü fıkrada belirtilen esas ve ölçü dairesinde Türkiye İnhisarlar İdaresince Amerika Birleşik Devletleri Hükûmetine veya askerî mağazalar, kantinler, subay kulüpleri gibi Amerika Birleşik Devletlerinin özel askerî teşekküllerine, münhasıran Amerika Birleşik Devletleri personelinin ihtiyacı için yerli mamûl tütünler ve alkollü içkiler, Tekel kârı hariç, inhisar resmi ve

but not of the monopoly and defense taxes and of the special consumption tax in the case of wines.

15. Income and Corporation Taxes (Gelir ve kurumlar vergileri). (Law No. 5421 of June 3, 1949, Law No. 5422 of June 3, 1949 and Law No. 5432 of June 7, 1949, and any amendments.)

(a) In accordance with paragraph 3 of the Agreement, expenditures incurred in Turkey by the United States Government or by contractors on its behalf in connection with common defense activities undertaken by persons or firms of United States nationality, shall be relieved of income and corporation taxes. Similarly, expenditures made with respect to individuals of United States nationality employed by the aforesaid persons and firms shall be relieved of income taxes. Relief from income and corporation taxes of the above-mentioned expenditures shall be ensured as follows:

(1) Any income or corporation taxes or any monetary penalties with respect thereto, which, but for the provisions of the Agreement, should be collected from persons or firms of United States nationality with respect to common defense activities undertaken by them, shall not be collected.

(2) Any fees for professional services and wages paid to individuals of United States nationality by the aforesaid persons or firms shall not be subject to income tax.

(3) If the entity undertaking common defense activities is a corporation, it shall not withhold funds from its income as income tax.

(b) Sub-paragraphs (a)(2) and (3) above provide for relief by way of exemption and such relief shall not entail any obligation for the firms or persons referred to therein.

(c) Sub-paragraph (a) (1) above provides for relief wherein the income and corporation taxes to be calculated on the basis of the income of the aforesaid persons or firms shall not be collected. The persons and firms referred to in sub-paragraph (a)(1) above shall comply with the provisions of the Laws on Income and Corporation Taxes and Tax Procedure, referred to at the beginning of this paragraph, with respect to income earned by them in Turkey, up to the point when

müdafaa vergisinin ve şarapsa hususî istihlâk vergisinin katılmayacağı bir fiyatla satılabilir.

15. Gelir ve Kurumlar vergileri (3/6/1949 tarihli ve 5421 sayılı, 3/6/1949 tarihli ve 5422 sayılı ve 7/6/1949 tarihli ve 5432 sayılı kanunlarla bunların ek ve tadilleri.)

(a) Anlaşmanın 3'üncü fıkrası hükmü mucibince Amerika Birleşik Devletleri Hükûmetince veya onun namına müteahhitlerce, Amerika Birleşik Devletleri tabiiyetli şahıs ve şirketler tarafından yapılan müşterek müdafaa faaliyetleri ile ilgili olmak üzere Türkiye'de ihtiyar olunan masraflara gelir ve kurumlar vergileri sirayet ettirilmiyecektir. Keza, sözü geçen şahıs ve şirketlerin istihdam ettikleri kimselerden yine Amerika Birleşik Devletleri tabiiyetli olanları için ihtiyar ettikleri masraflara da gelir vergisi sirayet ettirilmiyecektir. Gelir ve kurumlar vergilerinin anılan masraflara sirayet ettirilmemesi keyfiyeti aşağıdaki şekilde sağlanacaktır:

(1) Müşterek müdafaa işlerini yapan Amerika Birleşik Devletleri tabiiyetli şahıs ve şirketlerden, mezkûr işlerinden dolayı, bu Anlaşmanın ademi mevcudiyeti halinde tahsili icap edecek olan gelir ve kurumlar vergileri ile bunlarla ilgili her türlü para cezaları tahsil olunmayacaktır.

(2) Mezkûr şahıs ve şirketler tarafından Amerika Birleşik Devletleri tabiiyetli kimselere ödenen ücret ve serbest meslek kazançları gelir vergisinden istisna edilecektir.

(3) Müşterek müdafaa işlerini yapanlar kurum ise, şirket kazancından gelir vergisi namıyle tevkifat yapmayacaklardır.

(b) Yukarıdaki (a)(2) ve (3) bendleri vergi istisnası hükmünü ihtiva ettiklerinden, bu bakımdan mezkûr şirket ve şahıslar için ifası gereken bir mecburiyet mevcut değildir.

(c) Yukarıdaki (a)(1) bendindeki hüküm mezkûr şahıs ve şirketlerin kazançları üzerinden hesaplanacak gelir ve kurumlar vergilerinin tahsil olunmaması suretiyle masraflara sirayetini önlemektedir. Bu itibarla, yukarıdaki (a)(1) bendinde zikredilen şahıs ve şirketlerin Türkiye'de sağladıkları kazanç üzerinden bu Anlaşmanın ademi mevcudiyeti halinde tahsili gerekecek olan gelir

income or corporation taxes would be collected but for the provisions of the Agreement. The provisions of these laws shall apply with particular reference to the furnishing by the persons and firms in question of information (including the production of the pertinent records and accounts) required by the appropriate Turkish authorities with regard to other persons or firms with whom they have business relations or with regard to other persons to whom they pay fees for professional services or wages, in connection with activities in Turkey, and which other persons or firms are subject to taxation under Turkish legislation; and they shall also apply to the withholding and remission of taxes with respect to persons, not covered by sub-paragraph (a)(2) above, to whom they pay fees for professional services or wages.

(d) No payments, or penalties with respect thereto, shall be required of or collected from persons or firms of United States nationality, and if previously collected shall be refunded, nor shall such persons or firms be required to submit any declaration or documents in connection therewith, with respect to income or corporation taxes from which relief has been provided for in the Agreement or similar abrogated taxes in connection with payments to persons of United States nationality as fees for professional services or wages, with respect to common defense activities in Turkey between January 1, 1950 and the date of the Agreement; provided, however, that any such persons or firms engaged in common defense activities in Turkey on the date of the Agreement, and which have been continuously so engaged since 1950, shall submit to the appropriate Turkish tax office, prior to July 8, 1954, Turkish Ministry of Finance Form No. 28 (Declaration for Income Tax) and Form No. 29 (Declaration for Corporation Tax), as applicable, with respect to income earned by them in connection with such activities between January 1, 1950 and December 31, 1953.

Similarly, no penalties shall be assessed on or collected from, and if previously assessed shall be waived, and if previously collected shall be refunded to, persons or firms of United States nationality engaged in common defense activities in Turkey between January 1, 1950 and the date of the Agreement, with

ve kurumlar vergilerinin tahsili safhasına kadar bu fıkranın başlangıcında zikri geçen Gelir ve Kurumlar Vergileri ile Vergi Usûl Kanunlarının hükümlerine riayet edeceklerdir. Bilhassa, mezkûr şahıs ve şirketlerin Türkiye'deki faaliyetleri dolayısiyle kendileri ile iş münasebetleri idame ettikleri şahıs ve şirketlerle ücret ve serbest meslek kazancı ödemesi yaptıkları kimselerden Türk kanunlarına göre vergi mükellefi olanlar hakkında salâhiyetli Türk makamlarınca istenecek malûmatın (ilgili defter ve vesikaların ibrazı da dahil olmak üzere) verilmesi hususunda olduğu gibi yukarıdaki (a)(2) bendi dışında kalan kimselere yapacakları ücret veya serbest meslek kazancı ödemelerine ait vergilerin tevkif ve tediyesi ile ilgili olarak da bu kanunların hükümleri tatbik olunacaktır.

(d) 1 Ocak 1950 tarihi ile bu Anlaşmanın tarihi arasındaki devre zarfında müşterek müdafaa faaliyetleri ile alâkalı olarak Türkiye'de faaliyette bulunmuş olan Amerika Birleşik Devletleri tabiiyetli şahıs ve şirketlerden bu Anlaşma ile istisnası veya tahsil olunmaması kabul edilmiş bulunan gelir ve kurumlar vergileri ile cezaları talep olunmayacağı gibi Amerika Birleşik Devletleri tabiiyetli kimselere yapılan ücret ve serbest meslek kazancı ödemeleri dolayısiyle mümasili mülga vergiler ve cezaları da talep olunmayacak, evvelce tahsil edilmiş bu gibi vergi ve cezalar mevcutsa iade olunacak ve mezkûr şahıs ve şirketler bu Anlaşma ile istisnası veya tahsil olunmaması kabul edilen gelir ve kurumlar vergileri ile mülga vergiler için herhangi bir beyanname tevdiine veya vesika ibrazına mecbur tutulmayacaklardır; beanşart ki, bu Anlaşma tarihinde Türkiye'de müşterek müdafaa faaliyetlerinde bulunan ve 1950'denberi devamlı surette bu nevi faaliyetlerde bulunmuş olan şahıs ve şirketlerin 1 Ocak 1950 ile 31 Aralık 1953 tarihleri arasında mezkûr faaliyetlerinden elde ettikleri kazançlara ait olmak üzere, Türkiye Maliye Vekâletinin 28 ve 29 nümune numaralı (Gelir Vergisi Beyannamesi) veya (Kurumlar Vergisi Beyannamesi) tanzim ve bu beyannameyi 8 Temmuz 1954 tarihinden evvel ilgili Türk vergi dairesine tevdi etmeleri gerekir.

Keza, 1 Ocak 1950 ile bu Anlaşma tarihi arasındaki devre zarfında Türkiye'de müşterek müdafaa faaliyetleri ile alâkalı faaliyette bulunmuş olan Amerika Birleşik Devletleri tabiiyetli şahıs ve şirketler tarafından Amerika Birleşik Devletleri tabiiyetli

respect to taxes withheld or required to be withheld by them from fees for professional services or wages paid to their personnel other than those of United States nationality, provided that they shall have submitted to the appropriate Turkish tax office, within six months following the date of the Agreement, declarations on Turkish Ministry of Finance Form No. 15 (Summary Declaration) showing the taxes mentioned in this paragraph.

16. In the event that any of the laws cited in this Annex are modified, abrogated or superseded, the two Governments shall consult as provided in paragraph 8 of the Agreement, through the offices mentioned in paragraph 18 below, in order to ensure that appropriate relief is granted as envisaged in the Agreement.

17. Detailed technical arrangements for implementation of the Agreement and this Annex, and any modifications of the procedures set forth herein, including those required by the mutual security interests of both Governments, shall be the subject of mutual understanding between the proper authorities of the two Governments.

18. The authorized office to act as a coordinating office on behalf of the Turkish Government to ensure the efficient application of the terms of this Agreement, as provided in paragraph 11 of the Agreement, is the Turkish North Atlantic Treaty Central Council constituted in accordance with Ministerial Decree No. 3/14591 of March 13, 1952.

The authorized office for such coordination on behalf of the United States Government is the Embassy of the United States in Ankara.

The two Governments may, after consultation, designate other authorities to replace the aforesaid offices.

olmayan kimselere yapılan ücret ve serbest meslek kazancı ödemeleri ile bunlardan kesilen veya kesilmesi icap eden vergileri gösterir bir Muhtasar Beyannameyi (Türkiye Maliye Vekâletince yayınlanan 15 nümune numaralı beyanname) bu Anlaşma tarihinden itibaren altı ay zarfında ilgili Türk vergi dairesine tevdi ettikleri takdirde, işbu vergilerden dolayı ceza kesilmez ve kesilmiş olan vergi cezaları ile misil zamları terkin olunur ve tahsil edilmişse iade edilir.

16. İşbu Ek'de zikri geçen kanunlardan herhangi birinin tadili, ilgası veya yerine diğer bir kanun ikamesi halinde, Anlaşmada derpiş olunduğu veçhile, vergilerin masraflara sirayetini münasip surette önlemek maksadı ile iki Hükûmet, Anlaşmanın 8'inci fıkrasında tasrih olunduğu veçhile ve aşağıda 18'inci fıkrada zikrolunan makamlar vasıtasiyle istişare edeceklerdir.

17. Anlaşmanın ve işbu Ek'in tatbikatı ile ilgili teknik teferruat ve işbu Ek'te tesbit edilen usûllerde yapılmasına lüzum görülecek değişiklikler, her iki Hükûmetin karşılıklı emniyet mülâhazaları ile lüzum görülecek değişiklikler de dahil olmak üzere, iki Hükûmetin yetkili makamları arasında karşılıklı anlaşma mevzuu yapılacaktır.

18. Anlaşmanın 11'inci fıkrasında derpiş olunduğu veçhile, Anlaşmanın müessir bir şekilde tatbiki bakımından Türkiye Hükûmeti için yetkili koordinasyon mercii, 13 Mart 1952 tarihli ve 3/14591 sayılı İcra Vekilleri Heyeti kararı ile teşkil edilmiş bulunan Atlantik Antlaşması Merkez Heyetidir.

Amerika Birleşik Devletleri Hükûmeti için yetkili koordinasyon mercii de Amerika Birleşik Devletlerinin Ankara'daki Büyükelçiliğidir.

Taraflar lüzumunda birbirleriyle istişare ederek bu mercilerin yerine başkalarını ikame edebilirler.

MINUTE

It is understood that relief from corporation and income taxes, under paragraph 3 of the Agreement and paragraph 15 (a) of the Annex, shall apply to persons and firms of United States nationality, excluding, except as may be otherwise mutually agreed hereafter under paragraph 8 of the Agreement. persons or firms, other than those engaged in technical assistance activities, under contract with the Turkish Government.

ZABIT

Şurası mukarrerdir ki, Anlaşmanın 3'üncü fıkrası ve Ek'in 15 (a) bendi mucibince gelir ve kurumlar vergileri hususunda kabul edilmiş bulunan muafiyetler, ileride Anlaşmanın 8'inci fıkrası gereğince aksine karşılıklı bir mutabakate varılmadıkça, Türkiye Hükûmeti ile aralarında mevcut bir mukavele gereğince (teknik yardım işleri müstesna) Türkiye'de faaliyette bulunan şahıs ve şirketler hariç olmak üzere, Amerika Birleşik Devletleri tabiiyetli şahıs ve şirketlere tatbik olunacaktır.

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TIAS 2997
Mar. 18 and
Apr. 20, 1954

ARMY MISSION TO PERU

Agreement between the
UNITED STATES OF AMERICA
and PERU

Extending Agreement of
June 20, 1949

- Effected by Exchange of Notes Signed at Washington March 18 and April 20, 1954
- Entered into force April 20, 1954; operative retroactively June 20, 1953

The Secretary of State to the Peruvian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 18 1954

EXCELLENCY:

I have the honor to refer to Your Excellency's note of July 7, 1953 [1] which transmitted a proposed revision of the Army Mission Agreement of June 20, 1949 between the Governments of Peru and the United States of America [2] and to a memorandum of October 15, 1953 from the Department of State [1] which transmitted the comments of this Government on the proposed revision along with a draft Army Mission Agreement acceptable to the Government of the United States.

Until such time as our two Governments have had an opportunity to arrive at a text of a United States Army Mission Agreement which is mutually acceptable, I believe it would be desirable if our two Governments continued to consider the Agreement of June 20, 1949 as being in full force and effect.

Accordingly it is proposed that the Army Mission Agreement between the Governments of Peru and of the United States of America, signed at Washington on June 20, 1949 be extended effective as of June 20, 1953 until such time as our two Governments sign a new Army Mission Agreement which is currently being negotiated.

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

For the Secretary of State:
ROBERT F. WOODWARD

His Excellency
Señor Don FERNANDO BERCKEMEYER,
Ambassador of Peru.

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[1] Not printed.
[2] Treaties and Other International Acts Series 1937; 63 Stat., pt. 3, p. 2522.

The Peruvian Ambassador to the Secretary of State

PERUVIAN EMBASSY
WASHINGTON 6, D. C.

N° 5-3-M/61

APRIL 20, 1954

EXCELLENCY:

I have the honor to refer to Your Excellency's note of March 18, 1954, concerning the proposal of the Government of the United States of America that the Army Mission Agreement signed on June 20, 1949, between the Governments of Peru and the United States of America be considered in full force and effect until a new Army Mission Agreement be signed.

In this connection I have been instructed by my Government to inform Your Excellency that Peru considers this Agreement in force from its expiration date of June 20, 1953, plus a further period of sixty days effective as of April 9, 1954.

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

F BERCKEMEYER

His Excellency
JOHN FOSTER DULLES
Secretary of State
Washington, D. C.

MUTUAL DEFENSE ASSISTANCE

TIAS 2998
June 8, 15, 1954

Special Program of Facilities Assistance

Agreement between the UNITED STATES OF AMERICA and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

- **Effected by Exchange of Notes Signed at London June 8 and 15, 1954**
- **Entered into force June 15, 1954**

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

AMERICAN EMBASSY
LONDON, ENGLAND
June 8, 1954

No. 2879

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance proposed to be furnished by the Government of the United States to the Government of the United Kingdom of Great Britain and Northern Ireland in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments dated the 27th of January, 1950,[1] as supplemented by an Exchange of Notes dated the 8th of January, 1952,[2] and such other applicable Agreements as may be in force between our two Governments. The purpose of this program would be to increase the capacity of the United Kingdom of Great Britain and Northern Ireland to produce propellants and explosives, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions the following understandings were arrived at concerning the arrangements which the two governments intend shall govern the execution of any such program:

(1) Subject to the terms and conditions set out in the present Note, to the completion of the supplementary arangements referred to in numbered paragraph (5) below and to the terms and conditions of the relevant United States legislation, the Government of the United States intend to furnish to the Government of the United Kingdom such production equipment and technical advice as may be mutually arranged in accordance with the provisions of para. (5) below.

(2) The Government of the United Kingdom for their part intend, should such production equipment and technical advice be furnished,

[1] Treaties and Other International Acts Series 2017; 1 UST 126.
[2] TIAS 2622; 3 UST, pt. 4, p. 4665.

(a) not to discriminate in the sale of propellants and explosives produced with facilities provided under these arrangements against any North Atlantic Treaty country in terms of the price charged, the quality made available, delivery dates, or in any other manner;

(b) to maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time equipment furnished by the United States and such additional facilities may be used for other purposes, provided that such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives;

(c) to furnish all the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and to take whatever measures are required to accomplish the increase in production facilities envisaged in this program.

(3) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the United Kingdom Government intend if assistance is furnished to the United Kingdom under this Program, and subject to the voting by the Parliament of the necessary funds, requests for which will, whenever necessary, be made, to maintain or cause to be maintained in usable condition in addition to the new facilities provided for hereunder a total production capacity for propellants and explosives which shall not be less than the aggregate of that now existing and that already programmed for construction in the United Kingdom, whether under private or public ownership.

(4) Undertakings of the United Kingdom Government in accordance with subparagraph (b) of paragraph (2) and paragraph (3) above would be subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or unfeasible, the United Kingdom Government may, after consultation with the Government of the United States, modify or terminate these undertakings in accordance with such changed conditions.

(5) In carrying out the Facilities Assistance Program our two Governments intend, acting through their appropriate Contracting Officers, to enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amount of the contributions to be made by the Government of the United States and the United Kingdom Government, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement from the United Kingdom Government under the Off-Shore Procurement Program, of the equipment which is to be furnished by the United States Government, and the transfer of such equipment to the United Kingdom Government in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the Government of the United Kingdom, the present Note and your Note in reply thereto shall be considered as constituting a confirmation of these arrangements pursuant to Article I, paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments, and that these arrangements shall, unless otherwise agreed between our two Governments, govern the execution of this Special Program of Facilities Assistance.

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

WINTHROP W. ALDRICH

The Right Honorable
ANTHONY EDEN, M. C., M. P.
Secretary of State
for Foreign Affairs
Foreign Office
London, S. W. 1

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

FOREIGN OFFICE, S. W. 1.
June 15, 1954.

(M 1028/17).

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 2879 of the 8th of June, concerning a special programme of facilities as-

sistance proposed to be furnished by the Government of the United States to the Government of the United Kingdom.

In reply I have to state that the understandings set forth in the said note are acceptable to Her Majesty's Government in the United Kingdom, and that Your Excellency's note and this reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, paragraph 1 of the Mutual Defence Assistance Agreement between our two Governments, and that these arrangements shall, unless otherwise agreed between our two Governments, govern the execution of this Special Programme of Facilities Assistance.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

SELWYN LLOYD

His Excellency
The Honourable
WINTHROP W. ALDRICH, G. B. E.,
etc., etc., etc.,
1, Grosvenor Square,
W. 1.

TIAS 2999
Apr. 6, 1954

TECHNICAL COOPERATION

Training School in Mexico

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

- Effected by Exchange of Notes
  Dated at México April 6, 1954
- Entered into force April 6, 1954

The American Ambassador to the Mexican Minister for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F., April 6, 1954

No. 912

EXCELLENCY:

I have the honor to refer to the Point Four General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America effected by an exchange of notes signed at Mexico City on June 27, 1951, [1] as subsequently modified and supplemented, [2] and to the request of your Government, dated August 5, 1952, in note No. 506625, [3] for the initiation of a project of technical cooperation for the establishment in Mexico of a school for training operators and mechanics for equipment for construction, agriculture and transportation.

I am pleased to inform Your Excellency that my Government is prepared to cooperate in initiating and carrying out the requested project convinced that it will further the general welfare of the peoples of our respective countries and will strengthen still further the bonds of friendship between them. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the requested project.

1. *Operating Facilities*

Pursuant to the Point Four General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Mexico effected by an exchange of notes signed at Mexico City on June 27, 1951, as subsequently modified and supplemented, a cooperative project for the establishment of a school for training operators and mechanics for equipment for construction, agriculture and transportation shall be initiated and carried out in Mexico. Responsibility for fulfillment of the obligations assumed herein by the Government of Mexico shall rest with the Ministry of Communications and Public Works (hereinafter referred to as "Communications"). Communications, in discharging those obligations, may secure the assistance of other public and private agencies. The obligations assumed herein by the Government of the

[1] Treaties and Other International Acts Series 2273; 2 UST 1243.
[2] TIAS 2646; 3 UST, pt. 4, p. 4781.
[3] Not printed.

United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration") and the Administration's Mission in Mexico (hereinafter referred to as the "Mission"). The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, its regional office for Latin America, and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of those obligations. This Agreement and all activities carried on pursuant to it shall be governed by the above-mentioned Point Four General Agreement for Technical Cooperation.

2. *Project Activities.*

a. During the term of this Agreement the Administration shall furnish technical consultation and assistance in the establishment and initial operation at El Olivar D.F., Mexico, of a school for training operators and mechanics for equipment for construction, agriculture and transportation (hereinafter referred to as "El Olivar School"). It is understood that the Asociación Mexicana de Caminos (hereinafter referred to as "AMC"), a private civic association for highway promotion in Mexico, has primary responsibility for the establishment and operation of El Olivar School. It is specifically agreed that the technical consultation and assistance to be furnished by the Administration shall be provided directly to AMC and its designees. The technical consultation and assistance to be furnished by the Administration shall consist of the following:

(1) The Administration will furnish technical consultation in the planning of a curriculum, in the development of courses, in the selection and training of the teaching staff, and in other professional and technical matters related to the establishment and initial operation of El Olivar School.

(2) The Administration will, during the term of this Agreement, furnish to AMC or to such legal entity as AMC may designate on behalf of El Olivar School, for use at El Olivar School, workshop equipment, educational materials and teaching aids of a total value of not to exceed $50,000 (Fifty Thousand Dollars). The Director of the Mission (hereinafter referred to as the "Director"), or his designee and the head of AMC or his designee shall mutually agree upon the specific items to be furnished by the Administration and the times at which they are to be furnished. The Administration will directly procure and pay for the materials, equipment and other items which it is to furnish under this paragraph, and shall provide for their transportation to El Olivar School. It is understood that title to such materials, equipment and other items shall pass to AMC or other appropriate legal entity on behalf of El Olivar School

at the time title to such material, equipment or other item passes from the seller. Such materials, equipment and other items shall, unless otherwise approved in writing by the Director or his designee, be used at El Olivar School in carrying out its projects during the full term of this Agreement.

b. The Government of Mexico shall take all necessary and appropriate steps to assure the effective establishment and operation of El Olivar School, and for making effective use of the technical consultation and assistance to be furnished by the Administration in connection therewith. It is the intention of the two parties that El Olivar School shall in general be established and operated in accordance with the plan dated August 30, 1953, submitted to Communications by the tripartite planning commission composed of members from Communications, the Government of the United States of America, and AMC. It is understood, however, that AMC may make or authorize to be made such departure from the plan as it may consider appropriate.

3. *Technicians and Specialists*

The Administration will make available in Mexico not more than two full-time specialists, and may make available additional short-term consultants, to furnish the technical consultation agreed to be provided by the Administration under paragraph 2 above. These specialists shall be selected and assigned by the Administration but shall be subject to acceptance by the Government of Mexico.

These specialists shall be members of the Mission and under the direction of the Director. It is understood that the Administration may at its discretion, after consultation with AMC, withdraw, replace or temporarily assign to other duty any specialist assigned to this cooperative project by the Administration.

4. *Contributions*

a. The Administration will pay the following costs in connection with this cooperative project:

(1) Costs of salaries, allowances (including cost of per diem for travel within Mexico), and costs of international travel of the specialists assigned in accordance with paragraph 3 above, as well as necessary and related costs of an administrative nature incurred by the Administration.

(2) Costs of furnishing the materials, equipment, and other items agreed to be furnished by the Administration in accordance with paragraph 2a (2) above.

b. The Government of Mexico will pay, or arrange to have paid, all other costs involved in carrying out this cooperative project including, but not necessarily limited to the following:

(1) Costs of furnishing office space, office equipment and supplies, and stenographic and other services required by the specialists to be assigned by the Administration for the effective performance of their services.

(2) Costs of necessary transportation within Mexico performed in connection with work under this Agreement by the specialists assigned by the Administration.

(3) Costs of furnishing the land, buildings, facilities, materials, equipment, supplies and services, (other than the materials, equipment, and other items to be furnished by the Administration under paragraph 2a (2) above) required for the effective establishment and operation of El Olivar School, the nature and extent of such items to be determined by the Government of Mexico.

5. *Rights and Exemptions*

a. The Government of Mexico shall make such arrangements as may be necessary so that the Government of the United States of America and any public or private organization under contract with the Government of the United States of America, shall incur no expense for customs duties or import taxes on supplies, equipment, and materials introduced into Mexico for purposes of this Agreement by the Administration or such public or private organization under contract.

b. The Government of Mexico shall make such arrangements as may be necessary so that, in connection with activities under this Agreement, the Government of the United States of America, and all personnel of the Government of the United States of America, who are present in Mexico to perform work under this Agreement, whether employed directly by it or under contract with a public or private organization, shall incur no expense for income or social security taxes levied under the laws of Mexico with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

6. *Completion Memorandum and Reports*

Upon substantial completion of this cooperative project, a Completion Memorandum shall be drawn up and signed by the Director and the Minister of Communications and Public Works of Mexico or their designees which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data. In addition, the Director and the Minister or their designees shall provide for the

rendering to Communications and the Administration of interim reports on activities under this Agreement at such intervals as may be appropriate but not less frequently than annually.

7. *Duration and Termination*

a. This Agreement shall remain in force until December 31, 1956, or until thirty days after either Government shall have given written notice to the other of intention to terminate it, whichever is earlier.

b. In the event of termination of this Agreement prior to December 31, 1956, by action of the Government of the United States of America, the Administration shall be relieved of its obligation to furnish materials, equipment and other items under paragraph 2a (2) hereof with respect to materials, equipment and other items in which title has not vested in AMC or other legal entity on behalf of El Olivar School at the time of termination. In the event of termination of this Agreement prior to December 31, 1956, by action of the Government of Mexico, the Administration shall be relieved of its obligation under paragraph 2a (2) above and the Government of Mexico shall, unless otherwise agreed in writing by the Director, reimburse the Administration for the cost of materials, equipment and other items in which title was vested in AMC or other legal entity on behalf of El Olivar School at the time of termination.

c. It is understood that the obligations of the two Governments hereunder after June 30, 1954, shall be subject to the availability of appropriated funds for that purpose.

The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments on the terms and conditions set forth above which shall enter into force on the date of your note in reply.

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

FRANCIS WHITE

His Excellency
Señor Don LUIS PADILLA NERVO
Minister for Foreign Relations
México, D. F.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

503972. MÉXICO, D. F., *a 6 de abril de 1954.*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia número 912, de esta fecha, en la cual se refiere al Acuerdo General sobre Cooperación Técnica, celebrado entre el Gobierno de México y el de los Estados Unidos de América por medio del canje de notas de 27 de junio de 1951, modificado y adicionado posteriormente, así como la nota de mi Gobierno número 506625, de fecha 5 de agosto de 1952, a fin de que se inicie un proyecto de cooperación técnica para el establecimiento en México de una escuela de adiestramiento de operarios y mecánicos especializados en equipos de construcción y agricultura y transportes.

Vuestra Excelencia, en su nota número 912, me dice al respecto:

> Tengo el honor de referirme al Acuerdo General de Punto IV para la Cooperación Técnica entre el Gobierno de México y el Gobierno de los Estados Unidos de América, efectuado mediante canje de notas firmado en la ciudad de México el día 27 de junio de 1951 el cual fué modificado y adicionado posteriormente, y a la solicitud de vuestro Gobierno contenida en nota número 506625, de 5 de agosto de 1952, a fin de que se iniciara un proyecto de cooperación técnica para el establecimiento en México de una escuela de adiestramiento para operarios y mecánicos en equipos de construcción, agricultura y transportes.–Me es grato informar a Vuestra Excelencia que mi Gobierno está dispuesto a cooperar en la ejecución del proyecto solicitado, convencido de que el mismo estimulará el bienestar general de los pueblos de los respectivos países y fortalecerá, aún más, los vínculos de amistad y entendimiento entre ellos.–Por lo tanto estoy autorizado por mi Gobierno para proponer que nuestros dos Gobiernos convengan en los siguientes términos y condiciones para la realización del proyecto solicitado.
>
> 1. *FACILIDADES PARA LA APLICACION DEL PROYECTO.*– De conformidad con el Acuerdo General de Punto Cuarto de Cooperación Técnica entre el Gobierno de los Estados Unidos de América y el Gobierno de México, que se llevó a efecto mediante un canje de notas firmado en la ciudad de México el día 27 de junio de 1951, el cual fué modificado y adicionado posteriormente, se iniciará y ejecutará en México un proyecto cooperativo para el establecimiento de una escuela para adiestrar operarios y mecánicos especializados en equipos de construcción, agricultura y trans-

portes. La responsabilidad del cumplimiento de las obligaciones contraídas en el presente Acuerdo por el Gobierno de México, quedará a cargo de la Secretaría de Comunicaciones y Obras Públicas (a la que en lo sucesivo se denominará "Comunicaciones").-Comunicaciones, al cumplir con dichas obligaciones, puede recabar la ayuda de otras Dependencias públicas o privadas. Las obligaciones contraídas por el Gobierno de los Estados Unidos de América en el presente Acuerdo, las desempeñará por conducto de la Administración de Operaciones Extranjeras (a la que en lo sucesivo se denominará "la Administración") y por la Misión de dicha Administración en México (a la que en lo sucesivo se denomina "la Misión"). La Administración podrá cumplir con el cometido que le asigna este Acuerdo, por conducto del Instituto de Asuntos Interamericanos, de su Oficina Regional para la América Latina, y puede conseguir también para el desempeño de sus obligaciones, la ayuda de otras Dependencias del Gobierno de los Estados Unidos de América, además de otras dependencias públicas o privadas. Este Acuerdo y todas las actividades que se lleven a cabo de conformidad con él, se regirán por el precitado Acuerdo General de Punto IV de Cooperación Técnica.

2.-*ACTIVIDADES RELATIVAS AL PROYECTO.*-

a) Durante la vigencia de este Acuerdo, la Administración proporcionará consultas y ayuda de carácter técnico para el establecimiento y las operaciones iniciales de una escuela para adiestrar operarios y mecánicos en equipos de construcción, de agricultura y de transporte, en El Olivar, D. F., México, (a la que en lo sucesivo se denominará "Escuela El Olivar"). Queda entendido, que la Asociación Mexicana de Caminos (a la que en lo sucesivo se denominará "AMC")—asociación civil privada para el fomento de carreteras en México—asumirá la responsabilidad primordial del establecimiento y funcionamiento de la Escuela El Olivar. Se conviene expresamente, en que las consultas y la ayuda técnica que proporcionará la Administración serán dadas directamente a la AMC, y a las entidades o personas designadas por la misma. Las consultas y la ayuda técnica que proporcione la Administración, consistirán en lo siguiente:

(1) La Administración proporcionará consultas técnicas para el planeamiento de los estudios correspondientes, para el desarrollo de dichos cursos, para la selección y adiestramiento del personal docente; y, para otros asuntos profe-

sionales y técnicos relacionados con el establecimiento y operación inicial de la Escuela El Olivar.

(2) La Administración, durante la vigencia de este Acuerdo suministrará a la AMC o a cualquiera persona moral que la AMC designe, en nombre de la Escuela El Olivar, y para utilizarse en dicha escuela, equipo de talleres, materiales educativos y ayudas docentes, con un valor total que no exceda de 50,000 dólares (CINCUENTA MIL DOLARES). El Director de la Misión (a quien en lo sucesivo se denominará "El Director") o su delegado, y el jefe de la AMC o su delegado, se pondrán mutuamente de acuerdo sobre los artículos que específicamente haya de proporcionar la Administración, y sobre las fechas en que dichos artículos deberán ser suministrados. La Administración, directamente obtendrá y pagará los materiales, equipo y otros artículos que deba suministrar de acuerdo con este párrafo, y además, se encargará de su transporte a la Escuela El Olivar. Queda entendido, que el título de propiedad de dichas materias, equipo y otros artículos, será adjudicado a la AMC, u otra entidad legal competente, en nombre de la Escuela El Olivar, en la fecha en que el título de propiedad de los referidos materiales, equipo y otros artículos, dejen de pertenecer al vendedor. Estos materiales, equipo y otros artículos, serán empleados en la Escuela El Olivar, para llevar a cabo sus proyectos durante la vigencia del presente Acuerdo; a menos que el Director o su delegado, disponga otra cosa por escrito.

b) El Gobierno de México, tomará todas las medidas necesarias y pertinentes para asegurar el establecimiento efectivo y el funcionamiento de la Escuela El Olivar, y, para hacer uso eficaz de las consultas y ayuda técnica que la Administración proporcionará, de conformidad con este Acuerdo.

Es el propósito de ambas partes, que la Escuela El Olivar se establezca y funcione, en general, de acuerdo con el plan de fecha 30 de agosto de 1953, sometido a la consideración de Comunicaciones por la Comisión Tripartita de Planeamiento, integrada por miembros de Comunicaciones, del Gobierno de los Estados Unidos de América y por la Asociación Mexicana de Caminos. Queda entendido, sin embargo, que la AMC puede efectuar o autorizar modificaciones al plan si las juzga conveniente.

3. *TECNICOS Y ESPECIALISTAS.*

La Administración facilitará en México, los servicios de no más de dos especialistas que dediquen todo su tiempo a sus cometidos, y podrá además proporcionar asesores adicionales

a corto término para que suministren las consultas técnicas que debe proporcionar la Administración, de conformidad con las estipulaciones del párrafo 2 arriba mencionado. Estos especialistas, serán seleccionados y adscritos por la Administración, pero quedarán sujetos a la aceptación del Gobierno de México. Estos especialistas, deberán ser miembros de la Misión y estarán bajo las órdenes del Director. Queda entendido que la Administración podrá a discreción suya, después de consultar con la AMC, retirar, reemplazar, o temporalmente asignar otras obligaciones a cualquier especialista que se haya designado por la Administración para este proyecto cooperativo.

4. *CONTRIBUCIONES.*

a) La Administración pagará los gastos siguientes, en conexión con este proyecto cooperativo:

(1) Pagos de salarios, prestaciones (incluyendo el costo diario de viaje dentro de la República Mexicana), y sufragará los viajes internacionales de los especialistas designados de acuerdo con el anterior párrafo 3, así como los gastos necesarios y otros conexos de carácter administrativo, en que incurra la Administración.

(2) Los gastos por concepto de suministro de materiales, equipo y otros artículos que la Administración se haya comprometido a proporcionar de acuerdo con el párrafo segundo (2) anterior.

b) El Gobierno de México, pagará o hará arreglos para que se paguen, todos los demás gastos involucrados en el desarrollo de este proyecto cooperativo, incluyendo, pero no de un modo necesariamente limitativo, los siguientes:

(1) Los gastos para el suministro de locales de Oficina, equipo y materiales de oficina, y servicios de taquígrafos y algunos otros que requieran los especialistas designados por la Administración, para el desempeño eficaz de sus servicios.

(2) Los gastos de transportes necesarios, dentro de la República Mexicana, que hagan con relación a los trabajos que especifica este Acuerdo, los especialistas designados por la Administración.

(3) Los gastos para suministrar el terreno, los edificios, facilidades, materiales, equipo, refacciones y servicios, (diferentes de los materiales, equipo y otros artículos que la Administración debe suministrar de acuerdo con el párrafo (2) citado arriba, que se requieran para el establecimiento y funcionamiento efectivo de la Escuela El Olivar; debiendo el Gobierno de México determinar la naturaleza y monto de tales partidas.

5. *DERECHOS Y EXENCIONES.–*

a) El Gobierno de México, hará los arreglos necesarios a fin de que el Gobierno de los Estados Unidos de América y cualquiera otra organización pública o privada que esté bajo contrato con el Gobierno de los Estados Unidos de América, no incurra en gasto alguno por concepto de derechos aduanales o de impuestos de importación sobre los artículos, equipo y materiales introducidos a México para los fines de este Arreglo, por la Administración o por las organizaciones públicas o privadas que estén bajo contrato.

b) El Gobierno de México, hará los arreglos necesarios a fin de que, en relación con las actividades establecidas en este Acuerdo el Gobierno de los Estados Unidos de América y todo el personal del mismo que se encuentre en México para desarrollar las labores que dispone el citado Acuerdo, ya sea que esté empleado directamente por dicho Gobierno, o bajo contrato con una organización pública o privada, no incurra en gasto alguno por concepto de impuestos sobre la renta o contribuciones al seguro social que impongan las leyes mexicanas, con respecto a los ingresos sobre los que haya de pagarse impuestos sobre la renta o contribuciones por concepto de seguro social al Gobierno de los Estados Unidos de América, por los impuestos de propiedad sobre propiedad personal destinada a su propio uso, o por el pago de cualquier derecho o tarifa sobre artículos personales o domésticos introducidos al país para el uso personal de los empleados y de los miembros de sus familias.

6. *MEMORANDUM FINAL DE INFORMES.–*

Al realizarse substancialmente este proyecto cooperativo, se formulará un Memorándum Final y se firmará por el Director y por el Secretario de Comunicaciones y Obras Públicas de México o por las personas que designen, el cual suministrará un registro de los trabajos desempeñados, de los objetivos que se hayan tratado de lograr, de los gastos hechos, de los problemas planteados y resueltos y de los datos básicos relacionados con lo anterior. Además, el Director y el Secretario, o quienes ellos designen, rendirán informes provisionales a Comunicaciones y a la Administración respecto de las actividades desarrolladas de conformidad con este Acuerdo, en los intervalos que se consideren apropiados, pero nunca con intervalos mayores de un año.

7. *DURACION Y TERMINO.–*

a) Este Arreglo tendrá vigencia hasta el 31 de diciembre de 1956, o bien hasta treinta días después de que cualquiera de los dos Gobiernos notifique por escrito al otro, su intención de

darlo por terminado, surtiendo efectos la notificación que sea anterior.

b) En el caso de que este Acuerdo termine antes del 31 de diciembre de 1956, por decisión del Gobierno de los Estados Unidos de América, la Administración quedará relevada de su obligación de suministrar materiales, equipo y otros artículos, contraída de acuerdo con el párrafo 2o. (2) del presente Acuerdo, con respecto a los materiales, equipo y otros artículos cuyo título de propiedad no haya sido otorgado en favor de la AMC o de otra entidad legal a nombre de la Escuela El Olivar, en el momento de la terminación del Acuerdo. En el caso de que este Acuerdo se dé por terminado con anterioridad al 31 de diciembre de 1956, por decisión del Gobierno de México, la Administración quedará relevada de su obligación mencionada en el párrafo 2o. (2) y el Gobierno de México, a menos de que por escrito el Director convenga otra cosa, reembolsará a la Administración el costo de los materiales, equipo y otros artículos cuyo título de propiedad haya sido adjudicado a la AMC o a otra entidad legal a nombre de la Escuela El Olivar, en el momento de la terminación del Acuerdo.

c) Queda entendido, que las obligaciones de los dos Gobiernos de conformidad con el presente Acuerdo, después del día 30 de junio de 1954, estarán sujetas a la disponibilidad de fondos adscritos para dicho fin.

El Gobierno de los Estados Unidos de América, considerará que esta nota y la respuesta de Su Excelencia, constituyen un Acuerdo entre nuestros dos Gobiernos en los términos y condiciones mencionados arriba, y que entrará en vigor en la fecha de su nota de contestación."

Me es grato decir a Vuestra Excelencia que mi Gobierno acepta los términos de su nota arriba transcrita, en la inteligencia de que dicha nota y la presente constituyen un Acuerdo sobre Cooperación Técnica para el establecimiento en México de una Escuela de adiestramiento para operarios y mecánicos en equipos de construcción, agricultura y transportes, que entra en vigor en esta fecha, y que se regirá en todo por las estipulaciones del Acuerdo General sobre Cooperación Técnica.

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

L. P N.

Excelentísimo Señor
FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

503972. MÉXICO, D. F., *April 6, 1954.*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 912 of today's date, in which reference is made to the General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America, effected by an exchange of notes on June 27, 1951, as subsequently modified and supplemented, and to my Government's note No. 506625, of August 5, 1952, requesting the initiation of a project of technical cooperation for the establishment in Mexico of a school for training operators and mechanics specialized in construction, agricultural, and transportation equipment.

In this connection Your Excellency informs me as follows in note No. 912:

[For the English language text of the note, see *ante*, p. 1.]

I am pleased to inform Your Excellency that my Government accepts the terms of your note transcribed above, with the understanding that the said note and the present communication shall constitute an Agreement on Technical Cooperation for the establishment in Mexico of a training school for operators and mechanics of construction, agricultural, and transportation equipment, which shall enter into force today and shall be governed in its entirety by the stipulations of the General Agreement for Technical Cooperation.

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

L. P N.

His Excellency
FRANCIS WHITE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

DEFENSE

TIAS 3000
Sept. 2, 1953

Offshore Procurement Program

Agreement and Exchange of Notes between the UNITED STATES OF AMERICA and BELGIUM

- Signed at Brussels September 2, 1953
- Entered into force July 22, 1954

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM

RELATING TO OFFSHORE PROCUREMENT,

SIGNED AT

BRUSSELS, ON SEPTEMBER 2nd, 1953.

ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE

RELATIF AUX ACHATS DITS "OFFSHORE",

SIGNE A

BRUXELLES, LE 2 SEPTEMBRE 1953.

AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND BELGIUM

RELATING TO OFFSHORE PROCUREMENT.

The Government of the United States of America and the Government of Belgium, desiring to set forth certain principles and policies governing the United States Offshore Procurement Program in Belgium, have agreed as follows :

Article 1.

Scope and Purpose of the Offshore Procurement Program.

It is the intent of the United States Government under the Offshore Procurement Program to conduct a program of military procurement in countries participating in the Mutual Security Program of those types of materials, services, supplies and equipment appropriate either for the mutual security military aid program or for the direct use of United States Forces. The extent of this program in Belgium is dependent upon the ability of the United States Government to place contracts at reasonable prices and with satisfactory delivery dates. It is intended that the carrying out of this program will materially contribute to the combined defense productive capacity of the nations which are members of the North Atlantic Treaty Organization and the European Defense Community and will at the same time provide a means for increasing the dollar earnings of these countries.

ACCORD ENTRE

LES ETATS-UNIS D'AMERIQUE

ET LA BELGIQUE

RELATIF AUX ACHATS DITS "OFFSHORE".

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge, dans le but de faciliter et de réglementer les achats dits "offshore" en Belgique, sont convenus de ce qui suit :

Article 1.

Buts et objet du programme d'achats offshore.

Dans le cadre du programme d'achats offshore, le Gouvernement des Etats-Unis a l'intention de passer, dans les pays participant au programme de Sécurité Mutuelle, des commandes militaires portant sur les matières, services, fournitures et équipement des types convenant, soit au programme d'aide militaire, soit à l'utilisation directe par les forces armées des Etats-Unis. L'importance de ce programme en Belgique dépend de la possibilité qu'aura le Gouvernement des Etats-Unis de conclure des contrats à des prix raisonnables et à des conditions de livraison satisfaisantes. L'exécution de ce programme doit apporter une contribution substantielle à la capacité de production militaire combinée des nations membres de l'Organisation du Traité de l'Atlantique Nord et de la Communauté Européenne de Défense. Elle doit en même temps, constituer un moyen d'accroître les recettes en dollars de ces pays.

The United States Government will conduct the Offshore Procurement Program in accordance with the laws of the United States governing military procurement and the Mutual Security Program. It is also the intent of the United States that the Offshore Procurement Program shall be carried out in Belgium in furtherance of the principles set forth in Section 516 of the Mutual Security Act of 1951,[1] the Mutual Defense Assistance Control Act of 1951,[2] and article II (3) of the Economic Cooperation Agreement between the United States of America and the Kingdom of Belgium, signed in Brussels on July 2, 1948,[3] as amended.[4]

Le Gouvernement des Etats-Unis administrera le Programme d'Achats offshore conformément aux lois des Etats-Unis en matière d'achats militaires et au programme de Sécurité Mutuelle. Dans l'esprit du Gouvernement des Etats-Unis, l'exécution du Programme d'achats offshore en Belgique doit également servir les principes énoncés à la Section 516 du Mutual Security Act de 1951, dans le Mutual Defense Assistance Control Act de 1951, et à l'article II (3) de l'Accord de Coopération Economique entre les Etats-Unis d'Amérique et le Royaume de Belgique, signé à Bruxelles, le 2 juillet 1948, avec ses amendements.

Article 2.

Intergovernmental Coordination.

The two Governments will exchange information, as needed, and on a continuing basis, with respect to procurement plans, production facilities in Belgium and progress in the achievement of production objectives in Belgium.

It is understood that the Belgian Government may, to ensure the execution of its own defense procurement program, inform the United States Government that certain commodities are in short supply in Belgium, in which case the United States Government will abstain from placing contracts in Belgium for such commodities. Contracts in existence at the time of such notice will not be affected by such Belgian Government measure.

In so far as feasible and appropriate, information relating to overall United States offshore procurement programs in Europe and individual requests for bids will be furnished in due time to the Belgian Government by the United States Government.

Article 2.

Coordination intergouvernementale.

Les deux Gouvernements échangeront d'office toutes informations utiles relatives aux programmes d'achats, aux moyens de production de la Belgique et aux progrès marqués dans la poursuite des objectifs de production en Belgique.

Il est entendu que, en vue d'assurer l'exécution de son propre programme de commandes militaires, le Gouvernement belge peut signaler au Gouvernement des Etats-Unis certains produits dont il y a pénurie en Belgique; le Gouvernement des Etats-Unis s'abstiendra, dans ce cas, de placer en Belgique des contrats pour ces produits. Les contrats existant au moment de cette notification ne seront cependant pas touchés par cette mesure du Gouvernement belge.

Le Gouvernement des Etats-Unis communiquera, en temps opportun, au Gouvernement belge pour autant que cela soit possible et utile les informations relatives tant aux programmes d'ensemble d'achats offshore des Etats-Unis en Europe qu'aux appels d'offres individuels.

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[1] 65 Stat. 382; 22 U.S.C. § 1667.

[2] 65 Stat. 644; 22 U.S.C. § 1611 note.

[3] Treaties and Other International Acts Series 1781; 62 Stat., pt. 2, p. 2173.

[4] TIAS 1906; 62 Stat., pt. 3, p. 3776; TIAS 2093; 1 UST 510; TIAS 2334; 2 UST 2057; and TIAS 2790; 4 UST, p. 435.

Copies or abstracts of contracts signed with Belgian private contractors will be currently furnished the Belgian Government by the United States Government.

Article 3.

Contract Placement by Procurement Officers.

It is understood that offshore procurement contracts will be placed and administered on behalf of the United States Government by procurement officers of the United States Military Departments.

Article 4.

Parties to Contracts.

United States procurement officers may :

1) contract directly with private contractors, including individuals, firms, or other legal entities, or

2) with the Belgian Government.

It is the preference of the Belgian Government that the United States Government contract directly with private contractors.

Article 5.

Contract Assistance.

The Belgian Government will, upon request of the contracting officer, provide such technical informa-

Des copies ou extraits des contrats signés avec des fournisseurs privés belges seront transmis de façon régulière au Gouvernement belge par le Gouvernement des Etats-Unis.

Article 3.

Placement des contrats par des officiers acheteurs.

Il est entendu que les contrats d'achats offshore seront placés et administrés au nom du Gouvernement des Etats-Unis par des officiers acheteurs des Départements militaires des Etats-Unis.

Article 4.

Parties aux contrats.

Les officiers acheteurs des Etats-Unis peuvent :

1) soit conclure des contrats directement avec des fournisseurs privés, c'est-à-dire tant des particuliers que des sociétés ou autres personnes juridiques

2) soit avec le Gouvernement belge.

Le Gouvernement belge marque sa préférence pour les contrats directs entre le Gouvernement des Etats-Unis et les fournisseurs privés.

Article 5.

Assistance gouvernementale.

A la demande de l'officier acheteur, le Gouvernement belge communiquera les renseignements techniques

tion as is available to it for assistance in the selection of contractors and subcontractors and will lend its good offices to the United States Government and individual contractors, to the extent necessary and appropriate, to facilitate the administering and carrying out of offshore procurement contracts.

dont il disposerait en vue de faciliter la sélection des fournisseurs et sous-traitants. Il prêtera également, si cela est nécessaire, ses bons offices au Gouvernement des Etats-Unis et aux fournisseurs privés pour faciliter l'administration et l'exécution des contrats d'achats offshore.

Article 6.

Supply of Equipment, Materials, and Manpower.

The Belgian Government will accord to offshore procurement contractors and their subcontractors priorities for securing equipment, materials, manpower and services generally equal to those which are accorded contractors having similar types of contracts with the Belgian Government, provided that the normal and timely execution of the Belgian Government's own defense procurement program be safeguarded, and that the Belgian Government be notified in due time of the requests of such priorities.

Article 6.

Fourniture d'équipement, de matières et de main-d'oeuvre.

Le Gouvernement belge accordera aux adjudicataires de contrats offshore et à leurs sous-traitants, en vue de l'obtention d'équipement, de matières, de main-d'oeuvre et de services, des priorités équivalentes aux priorités accordées aux adjudicataires de contrats analogues avec le Gouvernement belge, étant entendu que l'exécution normale, dans les délais prévus, du programme propre d'acquisition de biens de défense du Gouvernement belge sera sauvegardée et que le Gouvernement belge, d'autre part, sera informé en temps utile des demandes de priorité de cette nature.

Article 7.

Security.

Any security-classified or protected material, including information delivered by one Government to the other, will be treated by the recipient Government in the same manner as its own similarly protected material or information.

Security-classified material of the United States Government needed by a private Belgian contractor will be delivered to the appropriate Ministry of the Belgian Government

Article 7.

Sécurité.

Tout document, objet, information, délivré par un Gouvernement à l'autre, et qui serait classifié ou protégé pour des raisons de sécurité sera traité par le Gouvernement qui le reçoit de la même façon que ses propres objets, documents ou informations soumis à des mesures similaires de protection.

Lorsqu'un objet ou document du Gouvernement des Etats-Unis classifié secret est requis par un fournisseur privé belge, il sera remis par le Gouvernement des Etats-Unis au Dépar-

for transmittal to the contractor. Such material will, prior to transmittal, receive a security classification of the Belgian Government and be transmitted with the warning that its divulgation or improper use may subject the person or persons involved to criminal prosecution. When requested by the contracting officer or other United States Government representative, the Belgian Government shall assist in establishing restricted areas according to Belgian laws and regulations.

In order to ensure adequate protection of security-classified or protected information and material, the appropriate Ministry of the Belgian Government will in special cases, upon request, conduct a security investigation of any prospective Belgian contractor for the United States Government in the same manner as such investigations are conducted in cases of defense procurement by the Belgian Government, and a recommendation resulting from such investigation will be made to the United States Government.

No charge will be made by the Belgian Government for services rendered pursuant to this clause.

Article 8.

Inspection.

Inspection of all materials, supplies, equipment and services procured by the United States in Belgium shall, in so far as feasible, be carried out by inspectors of the Belgian Government when so requested by the United States Government contracting officer.

In such cases the Belgian Government will furnish the necessary materials and inspection

tement compétent du Gouvernement belge pour transmission au fournisseur. Cet objet ou document sera coté comme secret militaire par le Gouvernement belge et transmis ensuite par celui-ci à l'intéressé avec l'avertissement que sa divulgation ou toute utilisation abusive pourra donner lieu à des poursuites répressives. A la demande de l'officier acheteur ou de tout autre représentant du Gouvernement des Etats-Unis, le Gouvernement belge prêtera son concours en vue de l'établissement de zones interdites conformément aux lois et règlements belges.

En vue d'assurer la protection des objets, documents ou informations classifiés comme secret militaire, le Ministère compétent du Gouvernement belge mènera, dans certains cas spéciaux et sur demande, une enquête de sécurité au sujet de tout belge, fournisseur éventuel du Gouvernement des Etats-Unis, dans les mêmes formes que celles dans lesquelles se font les enquêtes en cas de commandes militaires du Gouvernement belge, et une recommandation sera adressée au Gouvernement des Etats-Unis à la suite de cette enquête.

Aucun paiement ne sera exigé par le Gouvernement belge pour des services rendus en application de la présente clause.

Article 8.

Inspection.

Lorsque l'officier acheteur des Etats-Unis en fait la demande, et dans la mesure du possible, l'inspection de tous les produits, fournitures, équipements et services acquis par les Etats-Unis en Belgique sera assurée par des inspecteurs du Gouvernement belge.

Dans ce cas, le Gouvernement belge fournira l'équipement et les matériaux, nécessaires à l'inspection, dont il

equipment as available, and its inspectors will conduct inspections in accordance with the Belgian Government administrative inspection procedures and according to such technical standards as are acceptable to the United States Government contracting officer, in order to determine whether the materials, supplies, or equipment are being produced in accordance with the specifications set forth in the contracts.

Upon completion of such inspections, the Belgian Government inspectors will certify that their inspection has been so performed and that the products meet all specifications and other technical requirements of the contract.

As a rule inspections shall not be duplicated. For verification purposes the United States Government representatives will be entitled to be present at all inspections performed by the Belgian Government inspectors and to examine the Belgian Government inspection records. United States Government representatives shall have the right to make special inspections and verifications. Such inspections will be made in company with Belgian Government inspectors provided they are available. Notice of these inspections will be given to the Belgian Government inspectors in so far as feasible at least forty-eight hours in advance. In case the Belgian Government inspectors cannot be present at such inspections, the United States Government representatives will send a full report to the Belgian Government inspectors.

No charges will be made by the Belgian Government for inspection services and for tests performed in Belgian Government installations, except that, where special expenses are involved, the appropriate representatives of the two Governments will consult regarding defrayment of such expenses prior to the signing of each contract.

dispose et ses inspecteurs effectueront les inspections suivant les procédures administratives d'inspection du Gouvernement belge et suivant les normes techniques jugées acceptables par l'officier acheteur du Gouvernement des Etats-Unis en vue d'établir si la fabrication des produits, fournitures ou équipements s'effectue conformément aux spécifications définies dans les contrats.

L'inspection terminée, les inspecteurs du Gouvernement belge certifieront qu'elle a été menée sur ces bases et que les produits sont conformes à toutes les spécifications et autres exigences techniques du contrat.

En général, les inspections ne seront pas renouvelées. Aux fins de vérification, les représentants du Gouvernement des Etats-Unis seront autorisés à assister à toutes les inspections effectuées par les inspecteurs du Gouvernement belge et à examiner les protocoles d'inspection du Gouvernement belge. Les représentants du Gouvernement des Etats-Unis auront le droit de procéder à des inspections et vérifications particulières; celles-ci seront faites conjointement avec des inspecteurs du Gouvernement belge, pour autant que ces derniers soient disponibles. Les inspecteurs du Gouvernement belge seront prévenus de ces inspections autant que possible au moins 48 h. d'avance. Au cas où les inspecteurs du Gouvernement belge ne pourraient assister à ces inspections, les représentants du Gouvernement des Etats-Unis leur enverront un rapport complet.

Aucun paiement ne sera exigé par le Gouvernement belge pour ces services d'inspections ni pour les tests effectués dans les installations du Gouvernement belge; au cas toutefois où ces services entraîneraient des frais spéciaux, les représentants compétents des deux Gouvernements se consulteront au sujet de leur financement avant la signature de chaque contrat.

Article 9.

Credit Arrangements.

It is understood that the Belgian Government will assist administratively in providing Belgian contractors, producing for the United States Offshore Procurement Program, treatment concerning commercial credit facilities at least equal to that accorded to Belgian business establishments producing for the defense or export program of Belgium.

Article 9.

Crédit.

Il est entendu que le Gouvernement belge aidera administrativement les fournisseurs belges, produisant pour le programme d'achats offshore des Etats-Unis, à obtenir, en matière de crédit commercial, un traitement au moins équivalent à celui dont jouissent les entreprises belges produisant pour le programme de la Défense Nationale belge ou pour l'exportation.

Article 10.

Licenses.

The Belgian Government will grant any necessary licenses, including exchange control, export and import licenses, required in connection with any United States offshore procurement contract placed in Belgium except for contracts involving commodities in short supply placed after the notification provided in Article 2.

The Belgian Government will also facilitate, within the framework of its general policy, the granting of such licenses required in connection with offshore procurement contracts placed in other North Atlantic Treaty or European Defense Community countries, providing that the country concerned grants reciprocal treatment to Belgium in respect of offshore procurement contracts placed in Belgium.

Article 10.

Licences.

Le Gouvernement belge accordera toutes les licences, y compris celles de change, d'exportation et d'importation, requises en raison de tout contrat d'achat offshore placé par les Etats-Unis en Belgique à l'exception des contrats portant sur des produits dont il y a pénurie, et placés après la notification prévue à l'article 2.

Le Gouvernement belge facilitera également, dans le cadre de sa politique générale, l'octroi de licences de ce genre, requises en raison de contrats d'achats offshores placés dans d'autres pays membres de l'Organisation du Traité de l'Atlantique Nord ou de la Communauté Européenne de Défense, pour autant que le pays en cause accorde un traitement réciproque à la Belgique pour des contrats d'achats offshore placés en Belgique.

Article 11.

Taxes.

The provisions of the Agreement

Article 11.

Taxes.

Les dispositions de l'accord entre

between the United States of America and Belgium relating to relief from taxes and duties, concluded by exchange of notes signed at Brussels on March 18 and April 7, 1952,[1] as well as the agreed procedures which have been worked out thereunder by representatives of the two Governments, are applicable to this program.

In contracts between the two Governments, the United States Government will be accorded at least the same exemptions from taxes and charges as those to which the Belgian Government is entitled under its own contracts with its suppliers.

The two Governments may consult from time to time as the occasion arises regarding further implementation of the tax agreement.

les Etats-Unis d'Amérique et la Belgique, relatif à l'exonération des taxes et des droits, conclu par échange de lettres, datées à Bruxelles, les 18 mars et 7 avril 1952, de même que les procédures élaborées de commun accord entre les représentants des deux Gouvernements sont applicables à ce programme.

Dans les contrats entre les deux Gouvernements, le Gouvernement des Etats-Unis se verra accorder les mêmes exemptions de taxes et de droits que celles dont jouit le Gouvernement belge dans ses propres contrats avec ses fournisseurs.

Les deux Gouvernements peuvent se consulter de temps à autre, quand l'occasion s'en présente, sur le développement de l'Accord sur les taxes.

Article 12.

Standard Contract Clauses.

The Belgian Government understands that offshore procurement contracts between the United States Government and either Belgian private contractors or the Belgian Government will contain such clauses as are required by United States laws.

Insofar as authorized by United States laws and regulations, no provision for renegotiation of contracts under the Renegotiation Act of 1951[2] or examination of records under Public Law 245, 82nd Congress,[3] will be included in offshore procurement contracts placed in Belgium. In case of application by the United States Government of the clause of termination for the convenience of the United States Government, due compensation to the supplier, whether Government or private contractor, will be provided for in the terms of the contract.

Article 12.

Clauses standard.

Le Gouvernement belge prend note que les contrats d'achats offshore entre le Gouvernement des Etats-Unis et, soit des fournisseurs belges privés, soit le Gouvernement belge contiendront toutes clauses requises par la législation des Etats-Unis.

Pour autant que les lois et règlements des Etats-Unis le permettent, les contrats d'achats offshore placés en Belgique ne contiendront aucune disposition de renégociation des contrats basés sur le "Renegociation Act" de 1951 ni de "contrôle des archives basé sur la loi 245 du 82ème Congrès". Au cas où le Gouvernement des Etats-Unis appliquerait la clause de résiliation pour raison de convenances du Gouvernement des Etats-Unis, les termes du contrat prévoiront un dédommagement adéquat du fournisseur, qu'il soit le Gouvernement ou un fournisseur privé.

[1] Treaties and Other International Acts Series 2719; 3 UST, pt. 4, p. 5245.

[2] 65 Stat. 7; 50 U.S.C. App. 1211 note.

[3] 65 Stat. 700; 41 U.S.C. §§ 153(c), 254(c).

Standard clauses will be approved by the two Governments for use, as appropriate, in contracts between them. Other clauses may be included in individual contracts.

There will be no cost plus a percentage of cost contract between the United States Government and either private contractors or the Belgian Government nor in subcontracts thereunder.

Des clauses standard seront approuvées par les deux Gouvernements pour être reprises, selon convenance, dans les contrats conclus entre eux. D'autres clauses peuvent être reprises dans les contrats particuliers.

Il est entendu qu'il n'y aura pas de contrats du type "coût plus pourcentage du coût" entre, d'une part, le Gouvernement des Etats-Unis et, d'autre part, soit des fournisseurs privés, soit le gouvernement belge, pas plus que dans les sous-contrats s'y rapportant.

Article 13.

Protection of United States Property and Personnel.

It is understood that any United States Government property furnished to a contractor or acquired through offshore procurement contracts in Belgium will be immune from legal process or seizure. Likewise, it is understood that the United States Government is protected against suits or other legal action in Belgium which may arise out of offshore procurement contracts.

The privileges and immunities accorded MDAP personnel, as set forth in paragraphs (b) and (c) of Annex E to the Mutual Defense Assistance Agreement between the United States and Belgium, signed in Washington on January 27, 1950,[1] are applicable to procurement officers and their personnel who are United States nationals and whose names have been duly reported to the Belgian Government; provided that upon entry into force with respect to the United States of America and Belgium of the Agreement between the parties to the North Atlantic Treaty regarding the status of their forces and appendix thereto, signed in London on June 19, 1951,[2] the status

Article 13.

Protection du personnel et de la propriété des Etats-Unis.

Il est entendu que toute propriété du Gouvernement des Etats-Unis fournie à un contractant ou acquise en Belgique, en vertu de contrats d'achats offshore, jouira d'une immunité de saisie ou d'action judiciaire. De même, il est entendu que le Gouvernement des Etats-Unis est à l'abri de toute poursuite ou autre action en justice auxquelles les contrats d'achats offshore pourraient donner lieu en Belgique.

Les privilèges et immunités accordés au personnel MDAP, tels qu'ils sont définis aux paragraphes (b) et (c) de l'Annexe E de l'accord d'aide pour la défense mutuelle entre les États-Unis et la Belgique, signé à Washington le 27 janvier 1950, sont applicables aux officiers acheteurs, aux membres de leur personnel qui sont des ressortissants des Etats-Unis et dont les noms ont été dûment notifiés au Gouvernement belge; étant entendu qu'à la date de l'entrée en vigueur à l'égard des Etats-Unis d'Amérique et de la Belgique de la convention entre les Etats Parties au Traité de l'Atlantique Nord sur le Statut de leurs forces et annexe, signées à Londres, le

[1] Treaties and Other International Acts Series 2010; 1 UST 12.
[2] TIAS 2846; 4 UST, pt. 2, p. 1792.

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of contracting officers and other authorized procurement personnel will be reconsidered in the light of that Agreement or such other pertinent Agreement as may be in force between the two Governments and such other considerations as may be appropriate.

19 juin 1951, le statut des officiers acheteurs et des autres membres autorisés des services d'achats, sera réexaminé à la lumière de cet accord, ainsi que de tout autre accord qui serait en vigueur entre les deux Gouvernements, et de toute autre considération appropriée.

Article 14.

Report of Subcontracts.

On such contracts as are entered into between the United States Government and the Belgian Government, the Belgian Government will furnish to the United States contracting officers such information as may be requested regarding the placement by the Belgian Government of subcontracts and purchase orders under such government to government contracts.

Article 14.

Notification des sous-contrats.

Pour tous les contrats conclus entre le Gouvernement des Etats-Unis et le Gouvernement belge, le Gouvernement belge fournira aux officiers acheteurs des Etats-Unis tous renseignements qu'ils pourraient désirer concernant le placement, par le Gouvernement belge, de sous-contrats et d'ordres d'achat se rapportant à ces contrats de gouvernement à gouvernement.

Article 15.

Profits.

On offshore procurement contracts entered into between the United States Government and the Belgian Government, it is understood that no profits, including net gains resulting from fluctuations in exchange rates, will be made by the Belgian Government. The Belgian Government agrees to determine, prior to December 31, 1954, or on such later dates as may be mutually agreed upon by the two Governments, whether it has realized any such profit, in which event, or in the event that the United States Government prior to such date considers that such profit may have been realized, the Belgian Government agrees that it will enter into conversations with the United States Government for the purpose of determining the existence and the amount of such profit. During

Article 15.

Profits.

Il est entendu que, sur les contrats d'achats offshore conclus entre le Gouvernement des Etats-Unis et le Gouvernement belge, le Gouvernement belge ne réalisera aucun profit, ce terme comprenant les gains nets résultant des variations des cours de change.- Le Gouvernement belge accepte de déterminer, avant le 31 décembre 1954 ou à toute date ultérieure dont conviendraient les deux Gouvernements, s'il a réalisé un profit de ce genre. Si tel est le cas ou si, avant cette date, le Gouvernement des Etats-Unis considérait qu'un profit peut avoir été réalisé, le Gouvernement belge accepte d'entrer en pourparlers avec le Gouvernement des Etats-Unis en vue d'établir l'existence et le montant de ce profit.- Au cours de ces pourparlers, le Gouvernement des Etats-Unis aura

these conversations the United States Government shall have access to such documents and accounting data as may be necessary to determine the facts.

In the computation of profits hereunder, the contracts shall be taken collectively and allowances will be made for the increase in costs to the Belgian Government which may have arisen out of the contracts due to a fluctuation of exchange rates. If as a result of conversations between the two Governments it is established that a profit has been realized by the Belgian Government, the latter shall refund the amount of such profit to the United States Government under arrangements and procedures to be agreed upon between the two Governments.

accès à tous documents et données comptables jugés nécessaires pour établir les faits.

Pour le calcul des profits visés ci-dessus, les contrats seront considérés dans leur ensemble et il sera tenu compte de l'augmentation des coûts des contrats pour le Gouvernement belge par suite de la variation du cours de change. S'il est établi, à la suite des pourparlers entre les deux Gouvernements, qu'un profit a été réalisé par le Gouvernement belge, ce dernier remboursera le montant de ce profit au Gouvernement des Etats-Unis selon des dispositions et des procédures à convenir entre les deux Gouvernements.

Article 16.

Ratification and Entry into Force.

This Agreement shall come into force at the moment the Belgian Government has notified the United States Government of ratification by Belgium.[1]

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

DONE at Brussels, in duplicate, in the English and French languages, both texts being equally authentic, this 2nd day of September 1953.

FOR THE UNITED STATES OF AMERICA,
POUR LES ETATS-UNIS D'AMERIQUE,

F M ALGER Jr.

[SEAL]

Article 16.

Ratification et entrée en vigueur.

Le présent accord entrera en vigueur au moment où sa ratification en Belgique aura été notifiée au Gouvernement des Etats-Unis d'Amérique par le Gouvernement belge.

En foi de quoi, les Plénipotentiaires soussignés, dûment autorisés à cet effet, ont signé le présent accord.

Fait à Bruxelles, en double exemplaire, en langues anglaise et française, les deux textes faisant également foi, le 2 septembre 1953.

FOR BELGIUM,
POUR LA BELGIQUE,

PAUL VAN ZEELAND,

[SEAL]

[1] July 22, 1954.

The American Ambassador to the Belgian Minister for Foreign Affairs

AMERICAN EMBASSY.

Brussels, September 2, 1953.

n° 209.

Excellency:

I have the honor to set forth below my Government's understanding of certain points agreed on during the negotiations leading to the signature on this date of the Agreement between the United States of America and Belgium relating to Offshore Procurement:

Re Article 1:

In accordance with the understanding expressed in paragraph 2 of Article 1 that the United States Government intends to conduct the Offshore Procurement Program in accordance with relevant United States legislation and in furtherance of the principles set forth in United States statutes, it is understood that in order to carry out this intention the Embassy of the United States of America may from time to time submit the names of certain firms and individuals who have acted contrary to mutual security interests of our two countries and that no contracts or subcontracts will be awarded to these firms and individuals under the Offshore Procurement Program.

Re Article 2:

The Administration Belge de Coopération Economique is the administrative office of the Belgian Government to which the United States Government will furnish the information mentioned in Article 2 and in other Articles of the Agreement.

Re Article 7:

It is understood that while Article 7 provides for certain security arrangements and safeguards for classified material and information made available by the United States Government to the Belgian Government under the Offshore Procurement Program, nothing therein is to be construed as affecting the obligations with respect to security which the two Governments have assumed as parties to the NATO Agreement on Security set forth in Annex A to NATO document D.C. 2/7 (Final), dated April 8, 1952.

The Belgian Government is also promoting legislation which will provide greater security in all important matters relating to the mutual defense of Belgium and the countries with which Belgium has defense agreements.

The Belgian Government is of the opinion that provisions for the establishment of restricted areas required in connection with the manufacture of materials for defense which need special protection should normally be included in the contracts made between procurement officers and suppliers.

Re Article 8:

In connection with this Article, the expression "inspection" in the English text as well as in the French text includes all procedures of examination during and after manufacture and prior to acceptance required for verification of compliance with specifications.

It is understood that individual agreements concerning inspection will be concluded for each contract or series of contracts. These agreements will set forth special conditions relating to inspection and determine in particular the division of cost between the two Governments, the principles laid down in Article 8 being in all cases respected.

Re Article 12:

The Belgian Government has no law similar to the United States Renegotiation Act of 1951 authorizing the recoupment of excess profits.

Re Article 13:

The Belgian Government is promoting legislation in support of the provisions contained in Article 13 of the Agreement.

Re Article 15:

Nothing in Article 15 is to be construed as affecting in any way such profit refunding provisions as may be contained in individual offshore procurement contracts between the two Governments.

My Government also understands that by an exchange of notes dated June 18, 1953 a special regime regarding Belgian export licenses has been agreed upon for goods delivered in the BLEU[1] to the United States Government under offshore procurement contracts. By means of this special regime, the Belgian Government relieves United States officers from any obligation to obtain export licenses for such offshore procurement goods. Since satisfaction has been given in this connection, the United States Government agrees to make all payments under offshore procurement contracts in dollars or in francs bought for dollars from the National Bank of Belgium. Moreover, the United States Government agrees that payment for goods delivered by the BLEU under offshore procurement contracts shall be made by check, payable to the National Bank of Belgium, bearing the indication of the name of the supplier as the beneficiary. It is understood, however, that the United States Government reserves the right to consult with the Belgian Government concerning alternative means of effecting offshore procurement payments in the event that future developments should indicate the desirability of re-examining the method of payment.

If your understanding of these points conforms to mine, I shall be most appreciative if you will be good enough to send me a note to that effect. My Government will consider that my note and your reply constitute an Agreement between our two Governments, effective on the date on which the Agreement between the United States of America and Belgium relating to Offshore Procurement comes into force.

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

F M ALGER Jr.

His Excellency
PAUL VAN ZEELAND,
Minister for Foreign Affairs,
Brussels.

[1] Belgo-Luxembourg Economic Union.

The Belgian Minister for Foreign Affairs to the American Ambassador

MINISTERE
DES
AFFAIRES ETRANGERES
ET DU
COMMERCE EXTERIEUR.

Bruxelles, le 2 septembre 1953.

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser la réception de la note de Votre Excellence en date de ce jour, concernant l'interprétation à donner à certains points de l'Accord entre nos deux Gouvernements relatif aux achats dits "offshore", note conçue comme suit :

" I have the honor to set forth below my
" Government's understanding of certain points agreed on
" during the negotiations leading to the signature on this
" date of the Agreement between the United States of
" America and Belgium relating to Offshore Procurement:

" Re Article 1:

" In accordance with the understanding expressed
" in paragraph 2 of Article 1 that the United States
" Government intends to conduct the Offshore Procurement
" Program in accordance with relevant United States
" legislation and in furtherance of the principles set
" forth in United States statutes, it is understood that
" in order to carry out this intention the Embassy of the
" United States of America may from time to time submit
" the names of certain firms and individuals who have acted
" contrary to mutual security interests of our two countries
" and that no contracts or subcontracts will be awarded to
" these firms and individuals under the Offshore Procure-
" ment Program.

" Re Article 2:

" The Administration Belge de Coopération Econo-
" mique is the administrative office of the Belgian
" Government to which the United States Government will
" furnish the information mentioned in Article 2 and in
" other Articles of the Agreement.

" Re Article 7:

" It is understood that while Article 7 provides
" for certain security arrangements and safeguards for
" classified material and information made available by
" the United States Government to the Belgian Government
" under the Offshore Procurement Program, nothing therein
" is to be construed as affecting the obligations with
" respect to security which the two Governments have
" assumed as parties to the NATO Agreement on Security set
" forth in Annex A to NATO document D.C. 2/7 (Final), dated
" April 8, 1952.

" The Belgian Government is also promoting
" legislation which will provide greater security in all
" important matters relating to the mutual defense of
" Belgium and the countries with which Belgium has defense
" agreements.

" The Belgian Government is of the opinion that
" provisions for the establishment of restricted areas
" required in connection with the manufacture of materials
" for defense which need special protection should normally
" be included in the contracts made between procurement
" officers and suppliers.

" Re Article 8:

" In connection with this Article, the expression
" "inspection" in the English text as well as in the French
" text includes all procedures of examination during and
" after manufacture and prior to acceptance required for
" verification of compliance with specifications.

" It is understood that individual agreements
" concerning inspection will be concluded for each contract
" or series of contracts. These agreements will set forth
" special conditions relating to inspection and determine
" in particular the division of cost between the two Govern-
" ments, the principles laid down in Article 8 being in all
" cases respected.

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" the United States Renegotiation Act of 1951 authorizing
" the recoupment of excess profits.

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" The Belgian Government is promoting legislation
" in support of the provisions contained in Article 13 of
" the Agreement.

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" as may be contained in individual offshore procurement
" contracts between the two Governements.

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" payments under offshore procurement contracts in dollars
" or in francs bought for dollars from the National Bank
" of Belgium. Moreover, the United States Government agrees
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" offshore procurement contracts shall be made by check,
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" ment reserves the right to consult with the Belgian
" Government concerning alternative means of effecting
" offshore procurement payments in the event that future
" developments should indicate the desirability of
" re-examining the method of payment.

" If your understanding of these points conforms
" to mine, I shall be most appreciative if you will be good
" enough to send me a note to that effect. My Government
" will consider that my note and your reply constitute an
" Agreement between our two Governments, effective on the
" date on which the Agreement between the United States
" of America and Belgium relating to Offshore Procurement
" comes into force."

La traduction française de cette note, arrêtée de commun accord entre nos deux Gouvernements, se lit comme suit :

J'ai l'honneur d'exposer, ci-dessous, l'interprétation donnée par mon Gouvernement à certains points de l'Accord entre les Gouvernements belge et des Etats-Unis concernant les achats offshore, conformément aux décisions intervenues au cours des négociations qui ont mené à la signature dudit Accord, ce jour.

Article 1.

En exécution du par. 2 de l'article 1 où il est déclaré que le Gouvernement des Etats-Unis a l'intention d'exécuter le programme d'achats offshore en conformité avec la législation appropriée des Etats-Unis et en respectant les principes qui y sont exposés il est entendu, qu'en vue de mettre ces intentions en pratique, l'Ambassade des Etats-Unis peut de temps à autre soumettre les noms de certains particuliers ou firmes qui ont agi à l'encontre des intérêts de la sécurité mutuelle de nos deux pays, et qu'aucun contrat ni sous-contrat ne sera accordé à ces firmes et particuliers sous le programme d'achats offshore.

Article 2.

L'Administration Belge de Coopération Economique, est le service administratif du Gouvernement belge auquel le Gouvernement des Etats-Unis fournira l'information mentionnée à l'article 2 ainsi que dans les autres articles de l'Accord.

Article 7.

Il est entendu qu'alors que l'article 7 prévoit certaines dispositions de sécurité et de sauvegarde du matériel et de l'information classifiés mis à la disposition du Gouvernement belge par le Gouvernement des Etats-Unis sous le programme d'achats offshore rien dans ces dispositions ne doit être interprété comme affectant les obligations en matière de sécurité que les deux Gouvernements ont assumées comme parties à l'accord NATO sur la sécurité, obligations exposées à l'annexe A du document DC/2/7 final daté du 8 avril 1952.

Le Gouvernement belge s'occupe de promouvoir une législation qui assurera une plus grande sécurité, en toutes matières importantes relatives à la défense mutuelle de la Belgique et des pays avec lesquels la Belgique a des accords de défense.

Le Gouvernement belge est d'avis que des dispositions pour l'établissement de zones interdites nécessaires en vue de la fabrication de matériel de défense nécessitant une protection spéciale doivent normalement être comprises dans les contrats entre les officiers acheteurs et les fournisseurs.

Article 8.

Dans cet article le terme "inspection", dans le texte anglais aussi bien que dans le texte français,

comprend toute procédure d'examen, pendant et après la fabrication jusqu'au moment de l'acceptation, nécessaire pour la vérification de la concordance du produit avec les spécifications.

Il est entendu que des accords individuels concernant l'inspection seront conclus pour chaque contrat ou série de contrats. Ces accords détermineront les conditions spéciales et, en particulier, la répartition des frais entre les deux Gouvernements, les principes exposés à l'article 8 étant en tout état de causes respectés.

Article 12.

Le Gouvernement belge n'a aucune loi semblable à la loi américaine de renégociation de 1951 autorisant le recouvrement des profits excessifs.

Article 13.

Le Gouvernement belge s'occupe de promouvoir la législation nécessaire en vue de rendre effectives les dispositions contenues à l'article 13 de l'accord.

Article 15.

Rien dans l'article 15 ne peut être interprété comme affectant de quelque manière que ce soit les clauses de remboursement de profits qui pourraient être contenues dans des contrats offshore individuels entre les deux Gouvernements.

Mon Gouvernement comprend également que par échange de lettres daté du 18 juin 1953, un accord a été réalisé établissant un régime spécial en matière de licences d'exportations pour tous biens délivrés sur le territoire de l'U.E.B.L. au Gouvernement des Etats-Unis sous contrats offshore.

En vertu de ce régime spécial, le Gouvernement belge exempte les officiers des Etats-Unis de toute obligation de demander eux-mêmes des licences d'exportation pour de telles marchandises achetées en offshore. Satisfaction ayant été donnée sous ce rapport, le Gouvernement des Etats-Unis accepte de faire tout paiement sous contrats offshore en dollars des Etats-Unis, ou en francs belges achetés contre dollars des Etats-Unis à la Banque Nationale de Belgique.

Au surplus, le Gouvernement des Etats-Unis marque son accord à ce que le paiement des biens livrés par

l'U.E.B.L. sous contrats offshore se fera par chèque payable à la Banque Nationale de Belgique, avec l'indication du nom du fournisseur comme bénéficiaire. Il est entendu toutefois que le Gouvernement des Etats-Unis se réserve le droit d'entrer en consultation avec le Gouvernement belge concernant d'autres moyens d'effectuer les paiements sous contrats offshore, au cas notamment où les développements futurs indiqueraient l'opportunité de réexaminer cette méthode de paiement.

Si votre interprétation de ces points est conforme à la mienne, je vous serais reconnaissant de bien vouloir m'envoyer une note en ce sens. Mon Gouvernement considérera que ma note et votre réponse constituent un accord entre nos deux Gouvernements, qui entrera en vigueur en même temps que l'accord entre la Belgique et les Etats-Unis d'Amérique, relatif aux achats dits "offshore".

J'ai l'honneur de vous marquer mon accord sur le contenu de cette note; le texte français faisant foi au même titre que le texte anglais.

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

PAUL VAN ZEELAND

Son Excellence Monsieur FREDERICK M. ALGER Jr.
Ambassadeur extraordinaire et plénipotentiaire
des Etats-Unis d'Amérique,
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

BRUSSELS, *September 2, 1953.*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note of today's date concerning the interpretation of certain points of the Agreement between our two Governments relating to Offshore Procurement, which note reads as follows:

[Here follows the quoted text of the American Embassy note. See *ante*, p. 1324.]

The French translation of this note, drawn up by agreement of our two Governments, reads as follows:

[For the French translation of the note, see *ante*, p. 1329.]

I have the honor to inform you of my agreement with respect to the contents of this note, the French and English texts being equally authentic.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my highest consideration.

PAUL VAN ZEELAND

His Excellency
FREDERICK M. ALGER Jr.,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Brussels.

TIAS 3001
Nov. 19, 1953

DEFENSE

Standard Contract Form for Use in Offshore Procurement Program

Agreement between the
UNITED STATES OF AMERICA
and BELGIUM

- Effected by Exchange of Notes
  Signed at Brussels November 19, 1953
- Entered into force July 22, 1954

The American Ambassador to the Belgian Minister for Foreign Affairs

No. 450. BRUSSELS, *November 19, 1953.*

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Belgium relating to Offshore Procurement which was signed in Brussels on September 2, 1953[1] and to the discussions between representatives of our two Governments regarding government-to-government contracts for procurement under the terms of this Agreement. I attach a copy of the standard contract prepared during the course of these discussions and agreed to by those representatives.

I am now instructed to inform you that the standard contract attached hereto has been agreed to by the Government of the United States of America. I would appreciate it if you would confirm that this document is acceptable to your Government. My Government will consider that this note and your reply constitute an Agreement between our two Governments, effective on the date on which the Agreement relating to Offshore Procurement comes into force.[2]

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

FREDERICK M. ALGER, JR.

Enclosure:

Copy of Standard Contract.

His Excellency
PAUL VAN ZEELAND,
Minister for Foreign Affairs.

[1] Treaties and Other International Acts Series 3000, *ante*, p. 1311.
[2] July 22, 1954.

MODEL CONTRACT

Contract No. _____

NEGOTIATED CONTRACT For the Procurement of Supplies,

Services, and Materials in Belgium

This contract is entered into pursuant to the provisions of Section 2(c)(1) of the Armed Services Procurement Act of 1947, as amended (41 U.S. Code 151 et seq.) and other applicable law.

Funds Chargeable: _____

Amount of Contract: _____

Fiscal Officer: _____

PAYMENT: to be made in United States Dollars by _____

at _____

to _____

This Contract is entered into this ____ day of _____ 19__ by and between the United States of America (hereinafter called the United States Government) represented by the Contracting Officer executing this contract and the Government of Belgium (hereinafter called the Belgian Government) represented by _____.

This contract is executed subject to the agreement and conditions included in the Agreement between the United States Government and the Belgian Government relating to Offshore Procurement dated September 2, 1953.

The parties hereto agree that the Belgian Government shall furnish and deliver all of the supplies and perform all the services set forth in the Schedule for the consideration stated therein.

Schedule Page 1 of ____ Pages

SCHEDULE

Item No.	Supplies or Services	Quantity (Number of Units)	Unit	Unit Price Excl Taxes*	Amount Excl Taxes*
			TOTAL CONTRACT PRICE EXCL TAXES*:		

* See Clause 8 of General Provisions.

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under-Secretary, or any Assistant Secretary of the United States Military Department concerned; and the term "his duly authorized representative" means any person or persons (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) The term "United States Government" means the United States of America.

(d) The term "Belgian Government" means the Government of Belgium or any officer duly authorized to act on behalf of the Belgian Government in relation to this contract.

(e) Except as otherwise provided in this contract, the term "subcontracts" means any agreement, contract, subcontract, or purchase order made by the Belgian Government with any contractor in fulfillment of any part of this contract, and any agreements, contracts, subcontracts or purchase orders thereunder.

2. CHANGES

The Contracting Officer may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Belgian Government for adjustment under this clause must be asserted within thirty days from the date of receipt by the Belgian Government of the notification of change or such later date as may be mutually agreed; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Nothing in this clause shall excuse the Belgian Government from proceeding with the contract as changed; provided, however, that any such change must be within the ability of the Belgian Government to perform.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) Adequate inspection and test of all supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) to insure conformity with drawings, designs and specifications of the contract shall be effected by the Belgian Government.

(b) The Belgian Government will furnish a certificate or certificates stating that the inspection has been made and that all

1 supplies, services or materials covered by the certificate meet all require-
2 ments of the schedules, drawings, designs and specifications of the
3 contract.

4 (c) United States Government representatives shall have the
5 right to verify the certifications and to verify that (1) the end items
6 conform to standards and to drawings, designs and specifications and (2)
7 the quantity of end items specified is delivered. United States repre-
8 sentatives will notify the appropriate Belgian Government representatives
9 when they intend to conduct inspections and such inspections will, insofar
10 as feasible, be conducted promptly.

11 (d) In case any supplies or lots of supplies are defective in
12 material or workmanship or otherwise not in conformity with the requirements
13 of this contract, the United States Government shall have the right to
14 either reject them (with or without instructions as to their disposition)
15 or to require their correction. Supplies or lots of supplies which have
16 been rejected or required to be corrected shall be removed or corrected
17 in place, as requested by the Contracting Officer, without any charge to
18 the United States Government, promptly after notice, and shall not again
19 be tendered for acceptance unless the former tender and either the
20 rejection or requirement for correction is disclosed.

21 (1) The Belgian Government will provide and require their
22 contractors and subcontractors to provide to the United States Government
23 inspectors, without additional charge to the United States Government,
24 reasonable facilities and assistance for the safety and convenience of
25 the United States Government representatives in the performance of their
26 duties. Final acceptance or rejection of the supplies shall be made as
27 promptly as practicable after delivery, except as otherwise provided in
28 this contract; but failure to inspect and accept or reject supplies shall
29 neither relieve the Belgian Government from responsibility for such
30 supplies as are not in accordance with the contract requirements nor
31 impose liability on the United States Government therefor.

32 (2) The inspection and test by the United States
33 Government of any supplies or lots thereof does not relieve the Belgian

1 Government from any responsibility regarding defects or other failures to
2 meet the contract requirements which may be discovered prior to final
3 acceptance. Except as otherwise provided in this contract, final acceptance
4 shall be conclusive except as regards latent defects.
5 (e) The Belgian Government shall provide and maintain a satis-
6 factory inspection system covering the supplies hereunder. Records of
7 all inspection work by the Belgian Government shall be kept complete and
8 available to the United States Government during the performance of this
9 contract and for such longer period as may be specified elsewhere in this
10 contract.
11 6. RESPONSIBILITY FOR SUPPLIES
12 Except as otherwise provided in this contract, (1) the Belgian
13 Government shall be responsible for the supplies covered by this contract
14 until they are delivered at the designated delivery point, regardless
15 of the point of inspection; and (2) the Belgian Government shall bear
16 all risks as to rejected supplies after notice of rejection.
17 7. TERMINATION
18 (a) The performance of work under this contract may be terminated
19 by the United States Government in accordance with this clause in whole, or,
20 from time to time, in part, whenever the Contracting Officer, after consulta-
21 tion with the appropriate Belgian Government representatives, shall determine
22 that such termination is in the best interests of the United States Govern-
23 ment. Any such termination shall be effected by delivery to the Belgian
24 Government of a Notice of Termination specifying to the extent to which
25 performance of work under the contract is terminated, and the date upon
26 which such termination becomes effective.
27 (b) After receipt of a Notice of Termination, and except as
28 otherwise directed by the Contracting Officer, the Belgian Government
29 shall (1) stop work under the contract on the date and to the extent
30 specified in the Notice of Termination; (2) place no further orders
31 or subcontracts for materials, services, or facilities except as may
32 be necessary for completion of such portion of the work under the
33 contract as is not terminated; (3) terminate all orders and subcontracts
34 to the extent that they relate to the performance of work terminated

1 by the Notice of Termination; (4) assign to the United States Government,
2 in the manner, at the times, and to the extent directed by the Contracting
3 Officer, all of the right, title, and interest of the Belgian Government
4 under the orders and subcontracts so terminated; (5) settle all out-
5 standing liabilities and all claims arising out of such termination of
6 orders and subcontracts, with the approval or ratification of the
7 Contracting Officer to the extent he may require, which approval or
8 ratification shall be final for all the purposes of this clause; (6)
9 transfer title and deliver to the United States Government, in the manner,
10 at the times, and to the extent, if any, directed by the Contracting
11 Officer, (i) the fabricated or unfabricated parts, work in process, com-
12 pleted work, supplies, and other material produced as a part of, or
13 acquired in connection with the performance of, the work terminated by
14 the Notice of Termination, and (ii) the completed or partially completed
15 plans, drawings, information, and other property which, if the contract
16 had been completed, would have been required to be furnished to the
17 United States Government; (7) use its best efforts to sell, in the
18 manner, at the times, to the extent, and at the price or prices directed
19 or authorized by the Contracting Officer, any property of the types
20 referred to in provision (6) of this paragraph, provided, however,
21 that the Belgian Government (i) shall not be required to extend credit
22 to any purchaser, and (ii) may acquire any such property under the
23 conditions prescribed by and at a price or prices approved by the
24 Contracting Officer and provided further that the proceeds of any such
25 transfer or disposition shall be applied in reduction of any payments
26 to be made by the United States Government to the Belgian Government
27 under this contract or shall otherwise be credited to the price or
28 cost of the work covered by this contract or paid in such other manner
29 as the Contracting Officer may direct; (8) complete performance of such
30 part of the work as shall not have been terminated by the Notice of
31 Termination; and (9) take such action as may be necessary, or as the
32 Contracting Officer may direct, for the protection and preservation
33 of the property related to this contract which is in the possession

of the Belgian Government and in which the United States Government has or may acquire an interest. At any time after expiration of the plant clearance period, as defined in Section VIII, Armed Services Procurement Regulation, as it may be amended from time to time, the Belgian Government may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Belgian Government shall submit to the Contracting Officer its termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than two years from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Belgian Government made in writing within such two-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such two-year period or any extension thereof. Upon failure of the Belgian Government to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Belgian Government by reason of the termination and shall thereupon pay to the Belgian Government the amount so determined.

1 (d) Subject to the provisions of paragraph (c), the Belgian
2 Government and the Contracting Officer may agree upon the whole or any
3 part of the amount or amounts to be paid to the Belgian Government by
4 reason of the total or partial termination of work pursuant to this
5 clause. The contract shall be amended accordingly, and the Belgian
6 Government shall be paid the agreed amount.
7 (e) Any determination of costs under paragraph (c) hereof shall
8 be governed by the Statement of Principles for Consideration of Costs
9 set forth in Part 4 of Section VIII of the Armed Services Procurement
10 Regulation, as in effect on the date of this contract.
11 (f) In arriving at the amount due the Belgian Government under
12 this clause there shall be deducted (1) all unliquidated payments on
13 account theretofore made to the Belgian Government, (2) any claim which
14 the United States Government may have against the Belgian Government in
15 connection with this contract, and (3) the agreed price for, or the
16 proceeds of sale of, any materials, supplies, or other things acquired by
17 the Belgian Government or sold, pursuant to the provisions of this clause,
18 and not otherwise recovered by or credited to the United States Government.
19 (g) If the termination hereunder be partial, prior to the
20 settlement of the terminated portion of this contract, the Belgian Govern-
21 ment may file with the Contracting Officer a request in writing for an
22 equitable adjustment of the price or prices specified in the contract
23 relating to the continued portion of the contract (the portion not
24 terminated by the Notice of Termination) and such equitable adjustment
25 as may be agreed upon shall be made in such price or prices.
26 (h) Upon notification to the United States Government by the
27 Belgian Government that the Belgian Government is precluded from per-
28 forming the contract in accordance with its terms and conditions due to
29 circumstances beyond its control the two Governments will consult with
30 a view toward negotiating an amendment to this contract. If the two
31 Governments cannot agree to an amendment extending the time of performance
32 or otherwise modifying the contract so as to enable the Belgian Government
33 to perform it, the United States Government may terminate this contract

by reason of the inability of the Belgian Government to perform it. Such termination shall be without cost to the United States Government and without liability of either Government to the other; provided that the parties hereto may agree upon the transfer to the United States Government of any or all of the property of the types referred to in paragraph (b)(6) above, in which event the United States Government will pay to the Belgian Government (i) the price provided in the contract for items completed in accordance with the contract requirements, and (ii) a price mutually agreed upon for other items.

(i) Unless otherwise provided for in this contract, or by applicable statute, the Belgian Government, from the effective date of termination and for a period of five years after final settlement under this contract, shall preserve and make available to the United States Government at all reasonable times at the office of the Belgian Government but without direct charge to the United States Government, all its books, records, documents, and other evidence bearing on the costs and expenses of the Belgian Government under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

8. TAXES

(a) The contract price, including the prices in subcontracts hereunder, do not include any tax or duty which the United States Government and the Belgian Government have agreed shall not be applicable to expenditures in Belgium by the United States Government, or any other tax or duty not applicable to this contract under the laws of Belgium. If any such tax or duty has been included in the contract prices through error or otherwise, the contract prices shall be correspondingly reduced.

(b) The Belgian Government further agrees that no taxes or duties are included in the contract prices from which it may claim an exemption; and that no tax will be applied on the delivery to the United States Government of the supplies, services or materials called for under this contract.

(c) If, after the contract date, the United States Government and the Belgian Government shall agree that any tax or duty included in the contract prices shall not be applicable to expenditures in Belgium by the United States Government, the contract prices shall be reduced accordingly.

(d) The Belgian Government, in placing subcontracts hereunder, will include a clause therein indicating that such subcontracts are being placed for the United States Government and thus are exempted from those taxes covered by the Tax Agreement between the two Governments of April 7, 1952.

9. SUBCONTRACTING

(a) The Belgian Government undertakes that in any subcontract made in connection with this contract they will employ the same procurement methods and procedures as they employ in contracting for their own requirements.

(b) The Belgian Government agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to the performance of this contract, by any subcontractor against the Belgian Government or the United States Government.

10. PAYMENTS

The Belgian Government shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or, when requested by the Belgian Government, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either $1,000 or 50% of the total amount of this contract.

11. UNITED STATES OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress of the United States, or resident commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES

The Belgian Government warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Belgian Government for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. GRATUITIES

The Belgian Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 and Section 629 of Public Law 488, 82nd Congress of the United States.

14. FILING OF PATENT APPLICATIONS

While and so long as the subject matter of this contract is classified security information, the Belgian Government agrees that it will not file, or cause to be filed, an application or registration for patent disclosing any of said subject matter without first referring the proposed application or registration to the Contracting Officer for determination as to whether, for reasons of security, permission to file such application or registration should be denied, or whether such application may be filed on conditions imposed by the Contracting Officer.

15. COPYRIGHT

(a) The Belgian Government agrees to and does hereby grant to the United States Government, and to its officers, agents and employees

acting within the scope of their official duties, (i) a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize, in behalf of the United States Government or in the furtherance of mutual defense, others so to do, all copyrightable material first produced or composed and delivered to the United States Government under this contract by the Belgian Government, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Belgian Government in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent that the Belgian Government now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Belgian Government agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The Belgian Government agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Belgian Government with respect to any material delivered under this contract.

16. GUARANTY

The Belgian Government undertakes that the benefit of any guarantee obtained in respect of any subcontract shall be passed on to the United States Government.

17. SECURITY

Any materials, documents, designs, drawings or specifications delivered by the United States Government to the Belgian Government and

any materials, documents, designs, drawings, specifications or supplies delivered by the Belgian Government to the United States Government in the performance of this contract, which are classified by the originating Government as "Top Secret", "Secret", "Confidential" or "Restricted", shall be given a security classification by the recipient Government which will afford to the material substantially the same degree of security as that afforded by the originating Government and shall be treated by the recipient Government as its own classified material of that security grading.

The recipient Government will not use such material including information, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating Government.

The recipient Government will, upon request, give to the originating Government an acknowledgment of receipt in writing for any such classified material.

The recipient Government agrees to include appropriate provisions covering military security material including information in all sub-contracts hereunder.

18. TECHNICAL INFORMATION

The Belgian Government agrees that the United States Government shall have the right to duplicate, use and disclose, in behalf of the United States Government or in the furtherance of mutual defense, all or any part of the reports, drawings, blueprints, data and technical information, specified to be delivered by the Belgian Government to the United States Government under this contract.

19. ASSIGNMENT OF CLAIMS

No claim arising under this contract shall be assigned by the Belgian Government except as follows:

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940 as amended (31 U.S. Code 203, 41 U.S. Code 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Belgian Government from the United States

Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", "Confidential", or "Restricted" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer.

20. LABOR RELATIONS AND STANDARDS

The provisions of this contract and the performance hereunder shall be subject to and in accordance with the laws of the Belgian Government and any political subdivision thereof, from time to time in effect, which govern the hours, wages, labor relations (including collective bargaining), workman's compensation, working conditions, and other matters pertaining to labor.

21. REPORTING OF ROYALTIES

If this contract is in an amount which exceeds $10,000 the Belgian Government agrees to report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by it directly to others in the performance of this contract. The Belgian Government further agrees (i) to furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer, and (ii) to insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of ten thousand United States dollars.

1 22. EXAMINATION OF RECORDS

2 The following clause is applicable only to the extent exemption
3 is not permissible under the laws of the United States:

4 (a) The Belgian Government agrees that the Comptroller General of
5 the United States or any of his duly authorized representatives shall,
6 until the expiration of three years after final payment under this contract,
7 have access to and the right to examine any directly pertinent books,
8 documents, papers and records of the Belgian Government involving trans-
9 actions related to this contract.

10 (b) The Belgian Government further agrees to include in all its
11 subcontracts hereunder a provision to the effect that the subcontractor
12 agrees that the Comptroller General of the United States or any of his
13 duly authorized representatives shall, until the expiration of three years
14 after final payment under this contract with the United States Government,
15 have access to and the right to examine any directly pertinent books,
16 documents, papers, and records of such subcontractor involving transactions
17 related to the subcontract. The term "subcontract" as used in this
18 clause excludes (i) purchase orders not exceeding $1,000 and (ii) sub-
19 contracts or purchase orders for public utility services at rates
20 established for uniform applicability to the general public.

The rights and obligations of the parties to this contract shall be subject to and governed by the Cover Sheet, the Schedule consisting of _____ numbered pages, the General Provisions consisting of 14 numbered pages and this Signature Sheet. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. To the extent of any inconsistency between this Contract and the Agreement dated September 2, 1953, the Agreement shall control. It is agreed that quotations and/or conversations leading up to and during the negotiations of this contract have been consummated by signing this contract which, together with the Agreement dated September 2, 1953 constitute the entire agreement between the parties hereto. The provisions of this contract shall be interpreted on the basis of the laws of the United States and the English language version of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

BELGIUM	THE UNITED STATES OF AMERICA
By _____	By _____
_____ (Authorized Officer)	_____ (Contracting Officer)
_____ (Address)	_____ (Address)
For _____	

The Belgian Minister for Foreign Affairs to the American Ambassador

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES
ET DU
COMMERCE EXTÉRIEUR

Direction Générale
du
Commerce Extérieur

B.5/OS/03494

BRUXELLES, *le 19 novembre 1953*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre du 19 novembre, N° 450, par laquelle Votre Excellence a bien voulu me transmettre un exemplaire du contrat type préparé à l'issue des entretiens qui ont eu lieu entre les représentants de nos deux Gouvernements, concernant les contrats de Gouvernement à Gouvernement dans le cadre de l'Accord entre les Etats-Unis d'Amérique et la Belgique au sujet des offshore, signé à Bruxelles le 2 septembre 1953.

Je marque par la présente lettre, l'accord du Gouvernement belge sur le modèle de contrat dont les termes ont été dûment modifiés dans l'avant-dernier paragraphe.

La note de Votre Excellence en date du 19 novembre ainsi que la présente réponse seront considérées comme constituant accord entre nos deux Gouvernements qui deviendra effectif à la date à laquelle l'accord concernant les offshore sera lui-même mis en vigueur.

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

Le Ministre,
PAUL VAN ZEELAND

A Son Excellence
Monsieur F. M. ALGER,
Ambassadeur des Etats-Unis d'Amérique
à Bruxelles.–

68086 O - 56 Pt. II - 16

Translation

MINISTRY
OF
FOREIGN AFFAIRS
AND
FOREIGN TRADE

Office of the Director General
of
Foreign Trade

B.5/OS/03494

BRUSSELS, *November 19, 1953*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of note No. 450, dated November 19, with which Your Excellency was so good as to transmit to me a copy of the standard contract prepared at the conclusion of the discussions which took place between the representatives of our two Governments regarding government-to-government contracts within the framework of the Agreement between the United States of America and Belgium relating to Offshore [Procurement], signed at Brussels on September 2, 1953.

I give notice by means of the present note of the agreement of the Belgian Government with respect to the standard contract the terms of which were duly modified in the penultimate paragraph.

Your Excellency's note, dated November 19, together with the present reply, will be considered as constituting an agreement between our two Governments which shall become effective on the date on which the Agreement relating to Offshore [Procurement] is itself brought into force.

I avail myself of this occasion, Mr. Ambassador, to renew to Your Excellency the assurance of my highest consideration.

Minister,
PAUL VAN ZEELAND

His Excellency
F. M. ALGER,
Ambassador of the
United States of America,
Brussels.

UNITED STATES EDUCATIONAL COMMISSION IN THE UNITED KINGDOM

TIAS 3002
June 15, 1954

Additional Financial Contributions

Agreement between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN
IRELAND

- Effected by Exchange of Notes
  Signed at London June 15, 1954
- Entered into force June 15, 1954

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

EMBASSY OF THE
UNITED STATES OF AMERICA
LONDON

June 15, 1954

SIR:

In order to provide for the continued operation of the United States Educational Commission in the United Kingdom established pursuant to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed in London on September 22, 1948,[1] I have the honor to propose that the Government of the United Kingdom shall make available for the purposes of the said Agreement by deposit in the United Kingdom in the name of the Treasurer of the United States of a sum in pounds sterling not exceeding the equivalent of $250,000 in United States currency in amounts and at times requested by the Government of the United States. The sum herein requested is additional to the deposit previously made in accordance with Article 2 of the Agreement and to that made in accordance with the Exchange of Notes of January 20, 1950 [2] and October 22, 1952. [3] This request is pursuant to the Exchange of Notes of April 28–30, 1952 [4] prolonging with modifications the provisions of paragraph 6 of the Joint Statement of 6th December 1945 [5] regarding settlement for lend-lease, reciprocal aid, surplus war property and claims.

If the Government of the United Kingdom agrees to the above proposal, I have the honor further to propose that this Note together with your reply in that sense shall constitute an agreement between our respective Governments.

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

WINTHROP W. ALDRICH

The Rt. Hon. ANTHONY EDEN, M.C., M.P.,
Secretary of State for Foreign Affairs,
The Foreign Office,
London, S. W. 1.

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[1] Treaties and Other International Acts Series 1870; 62 Stat., pt. 3, p. 3577.
[2] TIAS 2051; 1 UST 279.
[3] TIAS 2709; 3 UST, pt. 4, p. 5156.
[4] TIAS 2562; 3 UST, pt. 3, p. 4180.
[5] TIAS 1509; 60 Stat. 1565.

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

FOREIGN OFFICE, S.W. 1.
June 15, 1954.

No. CRL 1451/14

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note of the 15th of June, 1954 which reads as follows:–

"In order to provide for the continued operation of the United States Educational Commission in the United Kingdom established pursuant to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed in London on September 22, 1948, I have the honor to propose that the Government of the United Kingdom shall make available for the purposes of the said Agreement by deposit in the United Kingdom in the name of the Treasurer of the United States of a sum in pounds sterling not exceeding the equivalent of $250,000 in United States currency in amounts and at times requested by the Government of the United States. The sum herein requested is additional to the deposit previously made in accordance with Article 2 of the Agreement and to that made in accordance with the Exchange of Notes of January 20, 1950 and October 22, 1952. This request is pursuant to the Exchange of Notes of April 28–30, 1952 prolonging with modifications the provisions of paragraph 6 of the Joint Statement of 6th December 1945 regarding settlement for lend-lease, reciprocal aid, surplus war property and claims."

In reply I have the honour to inform you that the Government of the United Kingdom accept the proposal contained in your Note and confirm that that Note together with the present reply shall constitute an agreement between our two Governments.

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

SELWYN LLOYD
on behalf of the
Secretary of State
for Foreign Affairs

His Excellency
The Honourable WINTHROP W. ALDRICH, G.B.E.,
etc., etc., etc.,
1, Grosvenor Square,
W. 1.

TIAS 3003
July 22, 1954

EXEMPTION OF UNITED STATES AIRLINE COMPANIES FROM CERTAIN GERMAN TAXES

**Agreement between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC
OF GERMANY**

- **Effected by Exchange of Notes
Signed at Washington July 22, 1954**
- **Entered into force July 22, 1954;
operative retroactively July 1, 1950**

The Chargé d'Affaires ad interim of the Federal Republic of Germany to the Secretary of State

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
WASHINGTON, D. C.

WASHINGTON, D. C., *July 22, 1954*

EXCELLENCY:

I have the honor to inform you that in connection with the Convention signed today between the United States of America and the Federal Republic of Germany for the Avoidance of Double Taxation with Respect to Taxes on Income, the Federal Republic of Germany will take appropriate measures to assure that, for the period from July 1, 1950 until the aforementioned Convention comes into force, the airline companies of the United States operating in Germany will be accorded exemption from the German corporation income tax, the Berlin Emergency contribution, and local government trade taxes insofar as the latter apply to income.

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

ALBRECHT V. KESSEL
Acting Chargé d'Affaires

His Excellency
JOHN FOSTER DULLES
Secretary of State
Washington, D. C.

The Secretary of State to the Chargé d'Affaires ad interim of the Federal Republic of Germany

DEPARTMENT OF STATE
WASHINGTON
July 22, 1954

SIR:

I have the honor to acknowledge receipt of your note of this date informing me that in connection with the Convention signed today between the United States of America and the Federal Republic of Germany for the avoidance of Double Taxation with Respect to Taxes on Income, the Federal Republic of Germany will take appropriate measures to assure that, for the period from July 1, 1950 until the

aforementioned Convention comes into force, the airline companies of the United States operating in Germany will be accorded exemption from the German corporation income tax, the Berlin Emergency contribution, and local government trade taxes insofar as the latter apply to income.

On behalf of my Government I am pleased to accept the undertakings of the Government of the Federal Republic of Germany as set forth in your letter.

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

JOHN FOSTER DULLES

The Honorable
ALBRECHT VON KESSEL,
Chargé d'Affaires ad interim of the
Federal Republic of Germany.

TECHNICAL COOPERATION AND ECONOMIC ASSISTANCE

TIAS 3004
June 24, 1954

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

Amending Agreement of
December 28, 1953

- Signed at Karachi June 24, 1954
- Entered into force June 24, 1954

AMENDMENT OF 1954 SUPPLEMENTARY PROGRAM AGREEMENT FOR TECHNICAL COOPERATION AND ECONOMIC ASSISTANCE BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Pursuant to the general 'Agreement For Technical Cooperation Between the United States of America and Pakistan', signed on the 9th day of February, 1951,[1] and the 'Supplementary Agreement for Technical Cooperation Between the United States of America and Pakistan', signed on the 2nd day of February, 1952,[2] the Governments of the United States of America and Pakistan

Have further agreed as follows:

1. The '1954 Supplementary Program Agreement For Technical Cooperation Between the Government of Pakistan and the Government of the United States of America', dated the 28th day of December, 1953,[3] is hereby amended by increasing the amount of nineteen million dollars ($19,000,000) available for agreed projects to read nineteen million and three hundred thousand dollars ($19,300,000).

2. It is understood that this increase of three hundred thousand dollars ($300,000) for agreed projects is within the total amount of twenty-two million dollars available for the 1954 program of technical cooperation and economic assistance.

3. Except as amended hereby, the aforesaid 1954 Supplementary Program Agreement is continued in full force and effect.

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

Done at Karachi, in duplicate, this 24th day of June, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN K EMMERSON
(John K. Emmerson)
Charge d'Affaires ad interim of the United States of America in Pakistan.
[SEAL]

FOR THE GOVERNMENT OF PAKISTAN:

AGHA HILALY.
(Agha Hilaly)
Acting Secretary to the Government of Pakistan, Ministry of Foreign Affairs and Commonwealth Relations.
[SEAL]

[1] Treaties and Other International Acts Series 2254; 2 UST 1008.
[2] TIAS 2506; 3 UST, pt. 3, p. 3767.
[3] TIAS 2889; 4 UST, pt. 2, p. 2805.

CIVIL AVIATION MISSION TO HONDURAS

TIAS 3005
Mar. 7, 1952

Agreement between the
UNITED STATES OF AMERICA
and HONDURAS

- **Effected by Exchange of Notes Signed at Washington March 7, 1952**
- **Entered into force February 15, 1954**

The Secretary of State to the Honduran Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 7, 1952

EXCELLENCY:

I have the honor to refer to the request of the Government of Honduras that the Government of the United States of America and the Government of Honduras initiate a cooperative project in the field of Civil Aeronautics. I am pleased to state that my Government is prepared to cooperate in such a project in accordance with the following terms:

Project Agreement for Civil Aviation Mission to Honduras

Pursuant to the terms of the General Agreement for Technical Cooperation concluded on January 26, 1951, between the Governments of the United States and Honduras,[1] and in recognition of the need for civil air transportation in achieving a balanced and integrated development of the economic resources and productive capacities of Honduras, the Government of the United States of America agrees, subject to the availability of qualified personnel and funds for the purpose, to designate a Civil Aviation Mission to be assigned to the Government of Honduras under the terms and conditions specified below. Further, the Government of the United States agrees, subject to the availability of funds and facilities, to provide training in the United States for qualified citizens of Honduras in the several aeronautics specialties in accordance with the terms and conditions contained in prospectuses which will be issued periodically by the Government of the United States.

ARTICLE I

Programs and Personnel

1. The United States Civil Aviation Mission to Honduras shall be composed of a Chief of Mission selected by the Government of the United States of America, subject to the approval of the Government of Honduras, and such additional experts as may be required

[1] Treaties and Other International Acts Series 2192; 2 UST 467.

to carry out specific programs or projects proposed by the Government of Honduras and agreed to by the Government of the United States of America. The Chief of Mission so selected shall serve as principal consultant to the Government of Honduras on all matters concerned with civil aeronautics and shall consult and maintain liaison with the heads of Bureaus or Agencies of the Government of Honduras concerned with or related to civil aeronautics, and shall collaborate with these officials and their designated representatives in the execution of approved programs and projects and in the development of new programs and projects for consideration by appropriate authority. Members of the Mission shall be subject to the technical direction of the Chief of Mission and to the administrative direction of the Director of Technical Cooperation in Honduras, and shall work directly with designated personnel of the Government of Honduras in the conduct of studies and analyses and in the accomplishment of technical projects. They shall furnish technical advice and assistance on matters within their competence, shall demonstrate aeronautical processes and methods, and assist in the training of technical and administrative personnel of the Government of Honduras employed in civil aviation.

2. In addition to the regularly assigned and accredited members of the Mission referred to in paragraph 1 above, additional experts of the Government of the United States of America may be detailed to Honduras from time to time, for periods of not more than 30 days at any one time, upon request to the Chief of Mission from responsible civil aviation officials of the Government of Honduras, for the purpose of special technical consultation and assistance relating to existing or proposed projects. The reimbursement specified in Article II below shall not apply to experts so detailed, as all costs for their services shall be borne by the Government of the United States of America.

3. Personnel of the Mission shall be assigned or detailed in accordance with the laws of the Government of the United States of America governing such assignments. The duration of the assignment of each person shall be based on the duties contemplated and the probable time required for completion of the project involved. However, the assignment of any person may be terminated upon the request of the Government of Honduras or by recall by the Government of the United States of America upon 60 days notice by either Government.

4. Salaries and living allowances of the personnel of the Mission and the cost of transportation for them, their families, and household and personal effects between the United States of America and

Tegucigalpa, Honduras, shall be paid by the Government of the United States of America in accordance with its laws and regulations.

5. The Government of Honduras shall pay the cost of travel of personnel of the Mission incurred outside the capital, Tegucigalpa, and its suburbs in the conduct of their duties. In addition, it shall provide means of transportation to Mission members for travel within Tegucigalpa and its suburbs as may be necessary in the conduct of the program.

6. The Government of Honduras shall provide suitable private offices, the office supplies and equipment required by the Mission for the fulfillment of its functions, and shall furnish bilingual clerical personnel and bear the cost thereof.

7. The Government of Honduras shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

8. The Government of Honduras shall provide personnel of the Mission with necessary credentials of identification for their use in facilitating travel into and within Honduras.

9. The two Governments will establish procedures whereby the Government of Honduras will so deposit, segregate, or assure title to all funds allocated to or derived from this project, that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when the Government of Honduras is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance.

Article II

Reimbursement for Cost of Mission

The Government of Honduras shall reimburse the Government of the United States of America for the cost of maintaining the Mission in Honduras at the rate of $1,000 each per annum for the Chief and regularly assigned and accredited member of the Mission.

Such reimbursements shall be made at intervals of six months and may be made in Honduran currency at the rate of exchange prevailing at the time of payment. For accounting and procedural reasons, it will not be necessary for the Government of Honduras to make any payment to the Government of the United States of America until such time as the Government of Honduras shall have received a statement of its obligation in this connection. The duration of assignments of personnel of the Mission shall be based on the period commencing

from the date of their arrival in Honduras and shall terminate upon their departure from Honduras upon completion of their duties.

ARTICLE III

Duration and Amendment

1. This arrangement shall remain in force for a period of three years or until three months after either Government shall have given notice in writing to the other of intention to terminate the arrangement, whichever is the earlier; subject, however, to the availability of appropriations and personnel for this purpose.

2. If, during the life of this project, either Government should consider desirable the expansion or other modification of the activities carried out under this arrangement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing on an Amendment to this arrangement.

If the foregoing terms are acceptable to your Excellency the Government of the United States of America will consider the present note and your reply concurring therein as constituting an arrangement between our respective Governments which shall enter into force on the date of receipt by the Government of the United States of notification in writing from the Government of Honduras [1] of approval of the arrangement in accordance with the constitutional procedures of Honduras.

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

For the Secretary of State:
EDWARD G. MILLER

His Excellency
Senor Dr. Don RAFAEL HELIODORO VALLE,
Ambassador of Honduras.

The Honduran Ambassador to the Secretary of State

EMBAJADA DE HONDURAS
WASHINGTON, D. C.

7 DE MARZO DE 1952.

EXCELENCIA:

Tengo el honor de referirme a la nota de Vuestra Excelencia de fecha 7 de marzo de 1952 que se relaciona con la Asistencia Técnica solicitada por el Gobierno de Honduras al Gobierno de los Estados Unidos de América, relativa al envío de una Misión que asesore a la

[1] Feb. 15, 1954.

Dirección General de Aeronautica de Honduras, solicitud que se hiciera conforme a lo estipulado en el Convenio del 26 de enero de 1951, celebrado entre mi Gobierno y el de Vuestra Excelencia.

El Gobierno de Honduras, por medio de la presente, acepta los términos especificados en el Proyecto de Acuerdo siguiente:

Proyecto de Acuerdo para el establecimiento de una Mision de Aviación Civil en Honduras:

De acuerdo con los terminos del Convenio General para Cooperación Técnica, suscrita el 26 de enero de 1951, entre los Gobiernos de Estados Unidos de América y de Honduras, y en reconocimiento a necesidades que debe llenar el transporte aéreo civil para lograr el desarrollo seguro y eficaz de los recursos económicos y capacidad productiva de Honduras, el Gobierno de los Estados Unidos de América conviene, siempre que disponga de personal calificado y de los fondos requeridos, en designar una Misión de Aviación Civil que se asignará al Gobierno de Honduras bajo los términos y condiciones que abajo se especifican. Además, el Gobierno de los Estados Unidos de América conviene, sujeto a la disponibilidad de fondos y de facilidades, en proporcionar entrenamiento en los Estados Unidos, a ciudadanos hondureños calificados en las distintas especialidades aeronáuticas de conformidad con los términos y las condiciones contenidas en los prospectos que se serán emitidos periodicamente por el Gobierno de los Estados Unidos de América.

ARTICULO I

De los Programas y del Personal

1.–La Misión de Aviación Civil de los Estados Unidos a Honduras estará formada por un Jefe de Misión seleccionado por el Gobierno de los Estados Unidos de América, sujeto a la aprobación por parte del Gobierno de Honduras, y por aquellos expertos adicionales que sean necesarios para llevar a cabo programas específicos o proyectos propuestos por el Gobierno de Honduras y aceptados por el Gobierno de los Estados Unidos de América. El Jefe de Misión así seleccionado actuará como asesor principal del Gobierno de Honduras en todos los asuntos relacionados con la Aeronáutica civil y consultará y mantendrá enlaces con los jefes de las oficinas o agencias del Gobierno de Honduras interesados o relacionados con aeronáutica civil, y colaborará con estos funcionarios y con sus representantes designados en la ejecución de programas y proyectos aprobados y en el desarrollo de nuevos programas y proyectos que se sometan a la consideración de las autoridades apropiadas. Los miembros de la Misión quedarán sujetos a la dirección técnica del Jefe de la Misión y a la dirección

administrativa del Director de Cooperación Técnica en Honduras y deberán trabajar directamente con el personal designado por el Gobierno de Honduras en la elaboración de estudios y análisis y en la realización de proyectos técnicos. Deberán proporcionar asesoría técnica y asistencia en asuntos dentro de su capacidad, deberán hacer demostraciones de procedimientos y métodos aeronáuticos, y prestar asistencia en el entrenamiento de personal técnico y administrativo del Gobierno de Honduras empleado en aviación civil.

2.–Además de los miembros de la Misión regularmente asignados y acreditados a que se hace referencia en el párrafo 1 anterior, podrán ser destacados a Honduras, de tiempo en tiempo, expertos adicionales del Gobierno de los Estados Unidos de América, por períodos de no más de treinta días cada vez, cuando así lo solicite oficialmente al Jefe de la Misión un funcionario responsable de aviación civil del Gobierno de Honduras, con el propósito de obtener asesoría y asistencia técnicas especiales, en relación con proyectos existentes o propuestos. El reembolso a que se refiere el Artículo II, abajo, no será aplicable a los expertos así trasladados, pues el costo completo de sus servicios será sufragado por el Gobierno de los Estados Unidos de América.

3.–El personal de la Misión será asignado y destacado de acuerdo con las leyes del Gobierno de los Estados Unidos de América relativas a dichas asignaciones. La duración de la asignación de cada persona se basará en las funciones que para cada caso se prevean y en el período probable requerido para la realización del proyecto en cuestión. Sin embargo, la asignación de una persona podrá ser suspendida si así lo solicita el Gobierno de Honduras o por llamamiento de parte del Gobierno de los Estados Unidos de América, debiendo cada gobierno notificar con sesenta días de anticipación.

4.–Los salarios y los gastos de permanencia del personal de la Misión, así como el costo del transporte de los mismos, sus familias, enseres y efectos personales, entre los Estados Unidos de América y Tegucigalpa, Honduras, correrán por cuenta del Gobierno de los Estados Unidos de América de acuerdo con sus leyes y reglamentos.

5.–El Gobierno de Honduras pagará el costo de los viajes del personal de la Misión fuera de la capital, Tegucigalpa, y sus suburbios en el desempeño de sus funciones. Además, deberá proporcionar medios de transporte a los miembros de la misión para trasladarse dentro de Tegucigalpa y sus suburbios según sea necesario en el desarollo del programa.

6.–El Gobierno de Honduras deberá proporcionar oficinas privadas adecuadas, el equipo y los materiales de oficina requeridos por la

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Misión para el desarrollo de sus funciones, y deberá proveer el personal de oficina bilingue y sufragar los gastos que esto ocasione.

7.–El Gobierno de Honduras asumirá la responsabilidad civil resultante de los daños y perjuicios o destrucción de propiedad, o de daños a personas o muertes causadas por cualquier miembro de la Misión mientras actue dentro de los límites de sus funciones.

8. El Gobierno de Honduras deberá extender a los miembros de la Misión las credenciales de identidad necesarias para facilitar su entrada al territorio hondureño y viajar dentro del mismo.

9.–Los dos Gobiernos establecerán procedimientos por medio de los cuales el Gobierno de Honduras depositará, separará, o asegurará título de todos los fondos destinados a o deribados de este proyecto, que dichos fondos no estarán sujetos a notificaciones, embargos, sobrecogimientos o cualquier otro proceso legal por cualquier persona, firma, agencia, corporación, organización o gobierno, cuando el Gobierno de Honduras es notificado por el de los Estados Unidos de América de que tales procesos legales interferirían con el logro de los objetivos de los programas de asistencia.

Articulo II

De los reembolsos por el costo de la Misión

El Gobierno de Honduras hará un reembolso al Gobierno de los Estados Unidos de América por el costo del sostenimiento de la Misión en Honduras, a razón de $1,000 dólares, cada uno, por año, por el Jefe y por los miembros de la Misión regularmente asignados y acreditados.

Dichos reembolsos se harán con intervalos de seis meses y podrán hacerse en moneda hondureña al tipo de cambio existente al efectuarse el pago. Por razones de contabilidad y de procedimiento, no será necesario que el Gobierno de Honduras efectúe ningún pago al Gobierno de los Estados Unidos de América sino hasta que el Gobierno de Honduras haya recibido una notificación de sus obligaciones al respecto. La duración de las asignaciones del personal de la Misión se basarán en el período comprendido entre la fecha de llegada a Honduras y la fecha de salida de Honduras al terminar de cumplir sus funciones.

Articulo III

De la Vigencia y Enmiendas

1.–El Proyecto de Acuerdo entrará en vigencia en la fecha en que el Gobierno de los Estados Unidos de America reciba notificación por

escrito del Gobierno de Honduras sobre la aprobación del Acuerdo, conforme a los procedimientos constitucionales de Honduras. Permanecerá en vigor por un período de tres años o hasta tres meses después de que cualquiera de los Gobiernos haya notificado por escrito al otro Gobierno su intención de suspender el Acuerdo.

2.–Si, durante la vigencia del presente proyecto, cualquiera de los Gobiernos considerase deseable la prolongación o cualquiera otra modificación de las actividades que se lleven a cabo bajo este Acuerdo, deberá si notificarlo por escrito al otro Gobierno y ambos gobiernos deberán a continuación estudiar el caso con miras a llegar a un acuerdo sobre la enmienda de este convenio.

Válgome de la oportunidad para expresar por el digno conducto de Vuestra Excelencia, al Gobierno de los Estados Unidos, el agradecimiento del Gobierno de Honduras por esta nueva prueba de solidaridad continental, y al mismo tiempo aprovecho la ocasión para reiterar a Excelencia las seguridades de mi más alta y distinguida consideración.

[SEAL] RAFAEL HELIODORO VALLE
Rafael Heliodoro Valle

Excelentísimo Señor
DEAN ACHESON
Secretario de Estado
Washington, D. C.

Translation

EMBASSY OF HONDURAS
WASHINGTON, D.C.

MARCH 7, 1952.

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated March 7, 1952, relating to the technical assistance requested of the Government of the United States of America by the Government of Honduras in connection with the sending of a mission to advise the Dirección General de Aeronautica [Office of the Director General of Aeronautics] of Honduras. This request was made in accordance with the provisions of the convention of January 26, 1951, concluded between my Government and that of Your Excellency.

The Government of Honduras hereby accepts the terms set forth in the following project agreement:

[For the English language text of the note, see *ante*, p. 1364.]

I avail myself of the opportunity to express to the Government of the United States, through Your Excellency's good offices, the thanks of the Government of Honduras for this new proof of hemisphere solidarity, and at the same time I take this occasion to renew to Your Excellency the assurances of my highest and most distinguished consideration.

[SEAL] RAFAEL HELIODORO VALLE
Rafael Heliodòro Valle

His Excellency
DEAN ACHESON,
Secretary of State,
Washington, D C.

TECHNICAL COOPERATION

TIAS 3006
Apr. 13, 1954

Assurances Against Attachments

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

Amending Agreement of June 27, 1951

- Effected by Exchange of Notes
  Signed at México April 13, 1954
- Entered into force April 13, 1954

The American Ambassador to the Mexican Minister for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F., April 13, 1954.

No. 919

EXCELLENCY:

I have the honor to refer to Section (II) of the memorandum which the Embassy received from the Foreign Office under date of January 11, 1952, [1] referring to a proposed amendment to the Point Four General Agreement for Technical Cooperation between the Governments of Mexico and of the United States of America.

I also have the honor to inform Your Excellency that my Government understands that the Mexican Government and the Government of the United States of America have agreed that the Point Four General Agreement, which was effected by an exchange of notes dated June 27, 1951, [2] shall be amended to include the following language:

> "Both Governments shall establish, in accordance with their respective laws, procedures to be followed in depositing or segregating funds destined to any technical cooperation program, or derived from such program, that will guarantee control over the same in such manner that such funds shall not be subject, in the country in which such technical cooperation will be carried out, to garnishments, attachments in general, or any other such legal action by any person, enterprise, agency, society, organization or government."

My Government would appreciate confirmation of Your Excellency's acceptance of the foregoing amendment.

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

FRANCIS WHITE

His Excellency
Señor Don LUIS PADILLA NERVO
Minister for Foreign Relations
México, D. F.

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[1] Not printed.

[2] Treaties and Other International Acts Series 2273; 2 UST 1243.

The Mexican Acting Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

504734 MÉXICO, D. F., *a 13 de abril de 1954.*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la nota de Vuestra Excelencia número 919, de esta misma fecha, concebida en los siguientes términos:

"Tengo la honra de referirme a la sección (II) del memorándum que la Embajada recibió de la Secretaría de Relaciones Exteriores con fecha 11 de enero de 1952, con relación a una modificación propuesta para el Convenio General sobre Cooperación Técnica de Punto Cuarto entre los Gobiernos de México y los Estados Unidos de América.—También tengo la honra de informar a Vuestra Excelencia que mi Gobierno entiende que el Gobierno mexicano y el de los Estados Unidos de América han convenido en que el Convenio General de Punto Cuarto, que se efectuó mediante un canje de notas fechado el 27 de junio de 1951 será reformado de manera de incluir la siguiente redacción:

'Los dos Gobiernos establecerán, de acuerdo con sus respectivas leyes, procedimientos que deberán seguirse al depositar o segregar fondos destinados a cualquier programa de cooperación técnica, o que se deriven de tal programa, los cuales garanticen un dominio de los mismos de tal manera que dichos fondos no queden sujetos en el país en el cual se lleve a cabo tal cooperación técnica, a embargos de terceros, a embargos en general, o cualquier otro procedimiento semejante por cualquier persona, empresa, agencia, sociedad, organismo o gobierno.'

Mi Gobierno estimaría una confirmación de que Vuestra Excelencia acepta la reforma arriba mencionada.—Aprovecho esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración".

En contestación a la nota transcrita arriba me es grato confirmar a Vuestra Excelencia que el Gobierno de México conviene plenamente en que el Convenio General sobre Cooperación Técnica concluido entre los Gobiernos de México y de los Estados Unidos mediante canje de notas de 27 de junio de 1951, quede reformado de manera de incluir el párrafo redactado de común acuerdo por los dos Gobiernos en los términos en que aparece citado en la nota de Vuestra Excelencia que ahora contesto.

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

JOSÉ GOROSTIZA

Al Excelentísimo Señor FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

504734 MÉXICO, D. F., *April 13, 1954.*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 919, dated today, which states as follows:

[For the English language text of the note, see *ante*, p. 1374.]

In reply to the note transcribed above, I am happy to confirm to Your Excellency that the Government of Mexico is in full agreement that the General Agreement on Technical Cooperation entered into by the Governments of Mexico and the United States by an exchange of notes on June 27, 1951, shall be amended to include the paragraph drawn up by mutual agreement of the two Governments in the terms quoted in Your Excellency's note to which I am now replying.

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

JOSÉ GOROSTIZA

His Excellency
FRANCIS WHITE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

TECHNICAL COOPERATION

TIAS 3007
Apr. 6, 1954

Project in Developmental Engineering

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

- Effected by Exchange of Notes
  Dated at México April 6, 1954
- Entered into force April 6, 1954

The American Ambassador to the Mexican Minister for Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 918 MÉXICO, D. F., *April 6, 1954*

EXCELLENCY:

I have the honor to refer to the Point Four General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America effected by an exchange of notes signed at Mexico City on June 27, 1951, [1] as subsequently modified and supplemented, [2] and to the request of your Government dated June 12, 1952 in note number 504778, [3] for the initiation of a project of technical cooperation in developmental engineering with the Instituto Mexicano de Investigaciones Tecnológicas of the Banco de México.

I am pleased to inform Your Excellency that my Government is prepared to cooperate in initiating and carrying out the requested project convinced that it will further the general welfare of the peoples of our respective countries and will strengthen still further the bonds of friendship and understandind between them. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the requested project.

1. *Operating Agencies*

Pursuant to the Point Four General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Mexico effected by an exchange of notes signed at Mexico City on June 27, 1951, as subsequently modified and supplemented, a cooperative project in developmental engineering shall be initiated and carried out in Mexico. The obligations assumed herein by the Government of Mexico will be performed by it through the Bank of Mexico (hereinafter referred to as the "Bank"). The

[1] Treaties and Other International Acts Series 2273; 2 UST 1243.
[2] TIAS 2646; 3 UST, pt. 4, p. 4781.
[3] Not printed.

Bank may discharge its obligations under this Agreement through its Instituto Mexicano de Investigaciones Tecnológicas (hereinafter referred to as the "IMIT"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration") and the Administration's Mission in Mexico (hereinafter referred to as the "Mission"). The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, its regional office for Latin America, and may secure the assistance of a private consulting agency in the discharge of those obligations. This Agreement and all activities carried on pursuant to it shall be governed by the provisions of the above-mentioned Point Four General Agreement for Technical Cooperation.

2. *Project Activities*

During the term of this Agreement the Administration shall furnish to the Bank, and to any other public or private agency approved by the Bank, technical consultation and assistance in developmental and unit process engineering in connection with the activities conducted by the IMIT concerned with converting laboratory production processes into commercial scale production processes. The Bank shall be responsible for the administration and carrying out of the developmental engineering activities of the IMIT on which the two parties are to collaborate in conducting the cooperative project, and for making effective use of the technical consultation and assistance furnished by the Administration in connection with those activities.

3. *Technicians and Specialists*

The Administration will make available in Mexico not more than two specialists in developmental and unit processing engineering to furnish the technical consultation and assistance agreed to be provided by the Administration under paragraph 2 above. These specialists shall be selected and assigned by the Administration but shall be subject to acceptance by the Government of Mexico. These specialists shall be members of the Mission and under direction of the Director of the Mission (hereinafter referred to as the "Director"). It is understood that the Administration may at its discretion, after consultation with the Bank, replace, withdraw, or temporarily reassign to other duties any specialist assigned to this cooperative project by the Administration.

4. *Contributions*

a. The Administration will pay the salaries, allowances (including per diem costs for travel within Mexico) and costs of international

travel of the specialists assigned in accordance with paragraph 3 above, as well as other necessary and related costs of an administrative nature incurred by the Administration.

b. The Government of Mexico will pay, or arrange to have paid, all other costs involved in carrying out this cooperative project, including, but not necessarily limited to, the following:

(1) Costs of furnishing office space, office equipment and furnishing, and stenographic and other services required by the specialists assigned by the Administration for the effective performance of their services.

(2) Costs of necessary transportation within Mexico in connection with work under this Agreement by the specialists assigned by the Administration.

(3) Costs of furnishing the facilities, materials, equipment, supplies, and services required for the effective carrying out of the developmental engineering activities within the scope of this cooperative project.

5. *Rights and Exemptions*

a. The Government of Mexico shall make such arrangements as may be necessary so that the Government of the United States of America, and any public or private organization under contract with the Government of the United States of America, shall incur no expense for customs duties or import taxes on supplies, equipment and materials introduced into Mexico for purposes of this Agreement by the Administration or such public or private organization under contract.

b. The Government of Mexico shall make such arrangements as may be necessary so that, in connection with activities under this Agreement, the Government of the United States of America and all personnel of the Government of the United States of America who are present in Mexico to perform work under this Agreement, whether employed directly by it or under contract with a public or private organization, shall incur no expense for income or social security taxes levied under the laws of Mexico with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

6. *Completion Memorandum and Reports*

Upon substantial completion of this cooperative project a Completion Memorandum shall be drawn up and signed by the Director of

the Bank and the Director of the Mission or their designees which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data. In addition, the Director of the Bank and the Director of the Mission or their designees shall render to the Bank and the Administration interim reports on activities under this Agreement at such intervals as may be appropriate but not less frequently than annually.

7. Duration and Termination

This Agreement shall remain in force through June 30, 1955 or until thirty days after either Government shall have given written notice to the other of intention to terminate it, whichever is earlier. It is understood that the obligations of the two Governments hereunder after June 30, 1954 shall be subject to the availability to the two Governments of appropriated funds for that purpose.

The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments on the terms and conditions enumerated above which shall enter into force on the date of your note in reply.

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

FRANCIS WHITE

His Excellency
Señor Don LUIS PADILLA NERVO
Minister for Foreign Relations
México, D. F.

The Mexican Minister for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

503973. MÉXICO, D. F., *a 6 de abril de 1954.*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia número 913, fechada el día de hoy, en la cual se refiere al Acuerdo General sobre Cooperación Técnica, celebrado entre el Gobierno de México y el de los Estados Unidos de América por medio del canje de notas de 27 de junio de 1951, modificado y adicionado

posteriormente, así como a la nota de mi Gobierno número 504778, de fecha 12 de junio de 1952, a fin de que se inicie un proyecto de cooperación técnica en materia de ingeniería de desarrollo con el Instituto Mexicano de Investigaciones Tecnológicas del Banco de México.

Vuestra Excelencia, en su nota número 913, me dice sobre este particular:

"Tengo la honra de hacer referencia al Acuerdo General de Punto IV para la Cooperación Técnica entre el Gobierno de México y el Gobierno de los Estados Unidos de América, efectuado por un canje de notas firmado en la ciudad de México el 27 de junio de 1951, modificado y adicionado posteriormente, así como a la solicitud de su Gobierno, contenida en su nota número 504778 de fecha 12 de junio de 1952, para la iniciación de un proyecto de cooperación técnica en materia de ingeniería de desarrollo con el Instituto Mexicano de Investigaciones Tecnológicas del Banco de México.–Me complazco en informar a Vuestra Excelencia que mi Gobierno está dispuesto a cooperar en la iniciación y ejecución del proyecto solicitado, convencido como está de que fomentará el bienestar general de los pueblos de nuestros respectivos países y fortalecerá todavía más los vínculos de amistad y entendimiento entre ellos. Consecuentemente, he sido autorizado por mi Gobierno para proponer que nuestros dos Gobiernos celebren un Acuerdo en los siguientes términos y condiciones, para llevar a cabo el proyecto solicitado:

1.–*Agencias que actuarán.*

De conformidad con el Acuerdo General de Punto IV para la Cooperación Técnica entre el Gobierno de los Estados Unidos de América y el Gobierno de México celebrado por medio de un canje de notas firmado en la ciudad de México, D.F. el 27 de junio de 1951, modificado y adicionado posteriormente, se iniciará y llevará a cabo en México un proyecto cooperativo de ingeniería de desarrollo. Las obligaciones asumidas por el Gobierno de México según el presente Acuerdo, se cumplirán por conducto del Banco de México (al que en lo sucesivo se denominará "El Banco"). El Banco puede desempeñar las obligaciones contraídas en virtud del presente Acuerdo, por medio de su Instituto Mexicano de Investigaciones Tecnológicas (que en lo sucesivo se denominará el "IMIT"). Las obligaciones que de conformidad con el presente Acuerdo asume el Gobierno de los Estados Unidos de América las cumplirá por conducto de la Administración de Operaciones Extranjeras–Foreign Operations Administration–, (a la que en lo sucesivo se denominará

"la Administración"), y por la Misión de la Administración en México (a la que en lo sucesivo se denominará "la Misión"). La Administración puede dar cumplimiento a las obligaciones contraídas en este Acuerdo por conducto del Instituto de Asuntos Interamericanos, (Institute of Inter-American Affairs), (su oficina regional para la América Latina) y podrá obtener la asistencia de una agencia consultiva privada para el desempeño de dichas obligaciones. Este Acuerdo y todas las actividades desarrolladas de conformidad con él, serán regidos por las disposiciones del precitado Acuerdo General de Punto IV para la Cooperación Técnica.

2.-*Actividades relativas al Proyecto.*

Durante la vigencia de este Acuerdo, la Administración proporcionará al Banco, y a cualquiera otra agencia pública o privada que el Banco apruebe, consultas y ayuda de carácter técnico para la ingeniería de desarrollo y procesos de unidad, en conexión con las actividades llevadas a cabo por el IMIT relativas a la conversión de los procesos de producción de laboratorio en procesos de producción a la escala comercial. El Banco será responsable por la administración y ejecución de las actividades de ingeniería de desarrollo del IMIT, en las cuales ambas partes deben colaborar para la dirección del proyecto cooperativo, y para hacer un uso efectivo de las consultas y ayuda técnicas proporcionadas por la Administración en relación con dichas actividades.

3.-*Técnicos y Especialistas.*

La Administración facilitará en México los servicios de no más de dos especialistas en ingeniería de desarrollo y procesos de unidad, para proporcionar las consultas y asistencia técnicas que se conviene haya de suministrar la Administración según el párrafo 2 anterior. Dichos especialistas serán elegidos y asignados por la Administración, pero estarán sujetos a la aceptación del Gobierno de México. Los mismos especialistas serán miembros de la Misión y dependerán en su trabajo del Director de la Misión (a quien en lo sucesivo se designará como "el Director"). Queda entendido que la Administración podrá, a su discreción, después de consultar con el Banco, reemplazar, retirar o temporalmente reasignar a otras labores a cualquier especialista adscrito por la Administración para este proyecto cooperativo.

4.–*Contribuciones.*

a. La Administración pagará los salarios, prestaciones (incluyendo los costos por día de viajes en México) y los costos de viaje internacional de los especialistas asignados de acuerdo con el párrafo 3 anterior, así como todos los demás costos necesarios y relacionados con los anteriores, de naturaleza administrativa, en que incurra la Administración.

b. El Gobierno de México pagará, o hará que se paguen, todos los demás costos involucrados en el desarrollo de este proyecto cooperativo, incluyendo de una manera enunciativa, pero no necesariamente limitativa, los siguientes:

(1) Costos relativos a la adjudicación de locales para oficinas, equipo de oficinas y eneres, y servicios estenográficos y otros, requeridos por los especialistas asignados por la Administración para el desempeño efectivo de sus servicios.

(2) Costos del transporte que se requiera dentro de los límites de México, en conexión con las labores que desarrollen según este Acuerdo, los especialistas asignados por la Administración.

(3) Costos de suministro de facilidades, materiales, equipo, artículos y servicios requeridos para la ejecución efectiva de las actividades de ingeniería de desarrollo, dentro de la esfera de acción de este proyecto cooperativo.

5.–*Derechos y exenciones.*

a. El Gobierno de México hará los arreglos que sean necesarios para que el Gobierno de los Estados Unidos de América, o cualquier organización pública o privada bajo contrato con el Gobierno de los Estados Unidos de América, no incurra en gasto alguno por concepto de derechos aduanales o impuestos de importación sobre artículos, equipo y materiales introducidos a México para los fines de este Acuerdo por la Administración o por cualuier organización pública o privada bajo contrato.

b. El Gobierno de México hará los arreglos que sean necesarios a efecto de que, en conexión con las actividades que se desarrollen bajo este Acuerdo, el Gobierno de los Estados Unidos de América y todo el personal del Gobierno de los Estados Unidos de América que esté presente en México para laborar según este Acuerdo, ya sea empleado directamente por dicho Gobierno o por contrato con una organización pública o privada, no incurran en gasto alguno por concepto de impuesto sobre la renta o cuotas de seguro social decretadas por la legislación mexicana con respecto a los ingresos sobre los cuales

dichas personas estén obligadas a pagar impuesto sobre la renta o cuotas de seguro social al Gobierno de los Estados Unidos de América, por los impuestos de propiedad sobre propiedad personal destinada a su propio uso, o por el pago de ninguna tarifa o derechos sobre artículos de uso personal o doméstico llevados al país para el uso personal de ellos mismos o de los miembros de sus familias.

6.-*Memorándum final e informes.*

Una vez que el presente acuerdo cooperativo haya concluído en lo sustancial, un Memorándum Final será redactado y firmado por el Director del Banco y el Director de la Misión, o las personas designadas por ellos en el cual aparecerá un registro de la labor desempeñada, de los objetivos que se haya tratado de alcanzar, de los gastos erogados, de los problemas planteados y resueltos y de todos los datos básicos relacionados con lo anterior. Además el Director del Banco y el Director de la Misión, o las personas designadas por ellos, rendirán al Banco y a la Administración informes provisionales sobre las actividades a que este Acuerdo se contrae, a intervalos que se consideren apropiados, pero no mayores de un año.

7.-*Duración y término.*

Este Acuerdo estará vigente hasta el 30 de junio de 1955 o hasta treinta días después de que cualquiera de los Gobiernos haya notificado por escrito al otro su intención de darlo por terminado, surtiendo efecto la notificación que sea anterior. Queda entendido que las obligaciones de ambos Gobiernos contratantes, después del 30 de junio de 1954, estarán sujetas a que los dos Gobiernos puedan disponer de las partidas apropiadas para dicho propósito.

El Gobierno de los Estados Unidos de América considerará que la presente nota y su respuesta a la misma constituyen un acuerdo entre nuestros dos Gobiernos, en los términos y condiciones arriba enumerados, y que entrará en vigor en la fecha de su nota de contestación".

Me es grato hacer del conocimiento de Vuestra Excelencia que mi Gobierno acepta los términos de su nota arriba transcrita, en la inteligencia de que dicha nota y la presente constituyen un Acuerdo sobre Cooperación Técnica en Materia de Ingeniería de Desarrollo con el Instituto Mexicano de Investigaciones Tecnológicas del Banco de México, que entra en vigor en esta fecha, y que se regirá en todo por las estipulaciones del Acuerdo General sobre Cooperación Técnica.

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

L. P N.

Excelentísimo Señor FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

503973. MÉXICO, D. F., *April 6, 1954.*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 913, of today's date, referring to the General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America effected by an exchange of notes on June 27, 1951, as subsequently modified and supplemented, as well as my Government's note No. 504778, dated June 12, 1952, for the initiation of a project of technical cooperation in developmental engineering with the Instituto Mexicano de Investigaciones Tecnológicas of the Banco de México.

In this connection Your Excellency, in your note No. 913, informs me as follows:

[For the English language text of the note, see *ante*, p. 1378.]

I am pleased to inform Your Excellency that my Government accepts the terms of your note transcribed above, with the understanding that the said note and the present note constitute an Agreement on Technical Cooperation in Developmental Engineering with the Instituto Mexicano de Investigaciones Tecnológicas of the Banco de México, which shall enter into force on this date and shall be governed in its entirety by the provisions of the General Agreement on Technical Cooperation.

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

L. P N.

His Excellency
FRANCIS WHITE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

TECHNICAL COOPERATION

TIAS 3008
June 23, 1954

Program of Agriculture

Agreement between the
UNITED STATES OF AMERICA
and NICARAGUA

Implementing and Amending
Agreement of June 30, 1953

- Signed at Managua June 23, 1954
- Entered into force June 23, 1954

AGREEMENT IMPLEMENTING AND AMENDING THE COOPERATIVE AGRICULTURE PROGRAM OF JUNE 30, 1953.

Managua, D.N., 23 de Junio de 1954.

AGREEMENT IMPLEMENTING AND AMENDING THE COOPERATIVE AGRICULTURE PROGRAM OF JUNE 30, 1953.

The Government of the United States of America and the Government of Nicaragua have agreed upon the following provisions for implementing and amending the Cooperative Agriculture Program Agreement between the two Governments signed at Managua on June 30, 1953.[1]

Article 1.

a. The Government of the United States of America through The Institute of Inter-American Affairs of the Foreign Operations Administration shall deposit to the credit of the Servicio Tecnico Agricola de Nicaragua for the period July 1, 1954 through December 31, 1954 the sum of $65,000 (Sixty Five Thousand Dollars) in currency of the United States of America as follows: Six equal monthly payments.

b. The Government of Nicaragua through its Ministry of Agriculture shall deposit to the credit of the Servicio Tecnico Agricola de Nicaragua for the period of July 1, 1954 through December 31, 1954 the sum of C$986,700 (Nine Hundred Eighty Six Thousand and Seven Hundred Cordobas) in currency of Nicaragua as follows: Six equal monthly payments.

c. The contributions provided for herein shall be in addition to the contributions to the Servicio Tecnico Agricola de Nicaragua specified in prior agreements.

Article 2.

The Cooperative Agriculture Program Agreement between the Government of the United States of America and the Government of the Republic of Nicaragua signed at Managua June 30, 1953 is hereby amended as follows:

a. The date "June 30, 1954" appearing in paragraph 1 of Article VI is changed to read "June 30, 1960."

b. The date "July 1, 1954" appearing in the second sentence of Article XIII is changed to read "July 1, 1953".

Done in duplicate, in the English and Spanish languages, at Managua This twenty-third day of June, 1954.

[1] Treaties and Other International Acts Series 2857; 4 UST. pt. 2, p. 2018.

CONVENIO COMPLETANDO Y ENMENDANDO EL PROGRAMA COOPERATIVO AGRICOLA DEL 30 DE JUNIO DE 1953.

El Gobierno de los Estados Unidos de América y el Gobierno de Nicaragua han convenido en las siguientes disposiciones para completar y enmendar el Convenio sobre un Programa Cooperativo Agrícola entre los dos Gobiernos, firmado en Managua el 30 de Junio de 1953.

Artículo 1.

a. El Gobierno de los Estados Unidos de América depositará por medio del Instituto de Asuntos Interamericanos de la Administración de Operaciones Extranjeras, la suma de SESENTA Y CINCO MIL DOLARES (US$65,000) en moneda de los Estados Unidos, a favor del Servicio Técnico Agrícola de Nicaragua, para el período del 1o. de Julio de 1954 al 31 de Diciembre de 1954, en seis pagos mensuales e iguales.

b. El Gobierno de Nicaragua por medio del Ministerio de Agricultura, depositará a favor del Servicio Técnico Agrícola de Nicaragua, para el período del 1o. de Julio de 1954 al 31 de Diciembre de 1954, la suma de NOVECIENTOS OCHENTA Y SEIS MIL SETECIENTOS CORDOBAS (C$986,700) en moneda de Nicaragua, en seis pagos mensuales e iguales.

c. Las contribuciones aquí previstas serán en adición a las contribuciones al Servicio Técnico Agrícola de Nicaragua, especificadas en Convenios anteriores.

Artículo 2.

El Convenio sobre un Programa Cooperativo Agrícola entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Nicaragua, firmado en Managua el 30 de Junio de 1953, es enmendado por este Convenio de la manera siguiente:

a. La fecha "30 de Junio de 1954", que aparece en el párrafo 1 del artículo VI, debe leerse "30 de Junio de 1960".

b. La fecha "1o. de Julio de 1954", que aparece en la segunda cláusula del artículo XIII, debe leerse "1o. de Julio de 1953".

Hecho en duplicado, en los idiomas inglés y español, en Managua a los veintitrés días de Junio de 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

THOMAS E. WHELAN
Thomas E. Whelan
Ambassador of the United States of America

E. O. FINNIE
Director, United States Operations Mission to Nicaragua, The Institute of Inter-American Affairs of the Foreign Operations Administration.

FOR THE GOVERNMENT OF THE REPUBLIC OF NICARAGUA:
POR EL GOBIERNO DE LA REPUBLICA DE NICARAGUA:

OSCAR SEVILLA SACASA
Oscar Sevilla Sacasa
Minister for Foreign Affairs.

ENRIQUE F SÁNCHEZ
Enrique F. Sánchez
Minister for Agriculture

[SEAL]

TIAS 3009
June 11, 18,
1954

SPECIAL ECONOMIC ASSISTANCE

Agreement between the
UNITED STATES OF AMERICA
and LEBANON

- Effected by Exchange of Notes
  Signed at Beirut June 11 and 18, 1954
- Entered into force June 18, 1954

The American Ambassador to the Lebanese Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Beirut, June 11, 1954.

No. 1448

EXCELLENCY,

I have the honor to refer to the Point IV General Agreement for Technical Cooperation of May 29, 1951, [1] ratified by Parliament on December 13, 1951, and to the two supplementary agreements signed on December 24, 1951, [2] and June 26, 1952, [3] as well as to recent conversations between representatives of our two Governments concerning assistance by my Government, designed to promote the economic development of Lebanon. My Government is prepared, in accordance with the following understandings, both to continue furnishing assistance to Lebanon provided for by the Point IV General Agreement for technical cooperation between our two Governments, and to complement this assistance with additional special economic assistance for this purpose.

1. The furnishing of any economic or technical assistance by the Government of the United States to the Government of Lebanon under this agreement will be based on requests to be made by the Government of Lebanon and approved by the Government of the United States, in accordance with any applicable United States legislation regarding foreign assistance.

2. In order to provide maximum benefits to the people of Lebanon from such assistance, our two Governments will cooperate to assure that such commodities or services as may be furnished for use under this agreement will be procured at reasonable prices and on reasonable terms, and will be distributed and utilized in Lebanon in furtherance of the purposes of this agreement and on terms and conditions acceptable to both Governments.

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[1] Treaties and Other International Acts Series 2457; 3 UST, pt. 2, p. 2843.

[2] Should read "December 26, 1951." The agreement was effected by an exchange of notes dated Dec. 26, 1951, and Jan. 5, 1952; TIAS 2639; 3 UST, pt. 4, p. 4751.

[3] TIAS 2659; 3 UST, pt. 4, p. 4860.

3. It is understood that the Government of Lebanon, in consonance with its primary sovereign responsibility for the economic development of Lebanon, will assume an effective share of the costs of this joint program as may be mutually arranged between the two Governments, and that the contemplated assistance on the part of the Government of the United States will be designed to supplement rather than to replace the expenditures assumed by the Government of Lebanon.

4. The Government of Lebanon will furnish to the Government of the United States such information and data as may be necessary to facilitate consideration of assistance proposals made by the Government of Lebanon and evaluation of the effectiveness of assistance furnished, and shall give publicity to these programs of assistance as provided in Article 6 of the Point IV General Agreement for Technical Cooperation.

5. It is understood that this agreement is complementary to and does not supersede any existing agreements between our two Governments.

I have the honor to propose, if these understandings are acceptable to your Government, that this note, including the attached annex, and your Excellency's note concurring therewith constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, renewed assurances of my highest consideration.

RAYMOND A. HARE
American Ambassador

Enclosure:
Annex to Economic and Technical Assistance Agreement Proposed For Negotiation with Lebanon.

His Excellency
ALFRED Bey NACCACHE,
Minister of Foreign Affairs,
Republic of Lebanon.

1. The responsibilities of the Government of the United States in Lebanon in connection with this program will be carried out by designated representatives (including contract personnel engaged in activities under this agreement) who will be accorded privileges and immunities specified in Article 5 of the Point IV General Agreement for Technical Cooperation between the two Governments of May 29, 1951. The Government of Lebanon will further give full cooperation to such representatives, including the provision of facilities necessary for observation of operations pursuant to this agreement and the use of assistance furnished under it.

2. (a) The two Governments will enter into discussions concerning the effective share of the program to be assumed by the Government of Lebanon pursuant to Paragraph 3 of this Agreement and the methods by which this undertaking will be carried out including, as may be appropriate, the direct expenditures or contributions to be made by the Government of Lebanon for program operations and for administrative and related expenses of the joint program.

(b) Should any equipment, commodities or services provided on a grant basis for use in projects under this agreement or for any other related purposes mutually agreed upon be sold in Lebanon the Government of Lebanon will, without prejudice to additional arrangements under subparagraph (a) above, establish a special account, and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. Such account shall be drawn upon to cover local currency requirements of the United States Government for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States will from time to time notify the Government of Lebanon of such local currency requirements and the Government of Lebanon will thereupon make such sums available from the special account in the manner requested by the Government of the United States in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this agreement as may be agreed to from time to time by the two Governments.

3. The Government of Lebanon will so deposit, segregate, or assure title to all funds allocated to or derived from any program involving the use of contributions by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organization or government.

The Lebanese Minister of Foreign Affairs to the American Ambassador

الجمهورية اللبنانية
وزارة الخارجية والتجارة

الوزير

الرقم ١٢٧٧٥ /٩/

صاحب السعادة

أتشرف باشعاركم باستلامي كتابكم رقم ١٤٤٨ بتاريخ ١١ حزيران ١٩٥٤ والتالي نصه :

" أتشرف بالاشارة الى اتفاق النقطة الرابعة العام للتعاون الفني الموقع في ٢٩ ايار ١٩٥١ والتي ابرمها البرلمان في ١٣ كانون الاول ١٩٥١ والى الاتفاقيتين الاضافيتين الموقع عليهما في ٢٤ كانون الاول ١٩٥١ و٢٦ حزيران ١٩٥٢ ، والى المحادثات الاخيرة بين ممثلي حكومتينا بشأن مساعدة حكومتي الرامية الى تعزيز الانماء الاقتصادي في لبنان . وان حكومتي مستعدة ، وفقا للامور المتفاهم عليها ادناه ، لمتابعة تقديمها للبنان المساعدة المنصوص عليها في اتفاق النقطة الرابعة العام للتعاون الفني بين حكومتينا ولتتميم هذه المساعدة بمساعدة اقتصادية خاصة اضافية لهذه الغاية .

١ — ان تقديم اية مساعدة اقتصادية او فنية من حكومة الولايات المتحدة الى حكومة لبنان بموجب هذه الاتفاقية يكون مبنيا على اساس طلبات تتقدم بهما حكومة لبنان وتوافق عليها حكومة الولايات المتحدة وفقا لاي تشريع معمول به في الولايات المتحدة بشأن المساعدة الخارجية .

٢ — لكي يؤمن للشعب اللبناني الحد الاقصى من منافع هذه المساعدة ، تتعاون حكومتانا على توفير الحاجات او الخدمات التي قد تقدم بموجب هذه الاتفاقية باسعار وشروط معقولة ، وعلى توزيعها واستعمالها في لبنان بشكل يساعد على تحقيق اهداف هذه الاتفاقية وبشروط واحكام مقبولة لدى الحكومتين .

٣ — ومن المفهوم ان حكومة لبنان ، انسجاما مع مسؤوليتها العليا ذات السيادة في انماء لبنان اقتصاديا ، ستتحمل من نفقات هذا المنهاج المشترك حصة فعلية حسبما تتفق عليه الحكومتان ، وان المساعدة التي تنوي حكومة الولايات المتحدة تقديمها تهدف الى استكمال النفقات التي تتحملها حكومة لبنان لا الى ان تحل مكانها .

٤ — تقدم حكومة لبنان لحكومة الولايات المتحدة المعلومات والاحصاءات التي قد تدعو الحاجة اليها لتسهيل درس اقتراحات المساعدة التي تتقدم بها حكومة لبنان

ولتقدير مدى فعالية المساعدة المقدمة كما تذيع مناهج المساعدة هذه وفقا لنص المادة السادسة من اتفاق النقطة الرابعة العام للتعاون الفني .

٥ — ومن المفهوم ان هذه الاتفاقية تكمل الاتفاقيات القائمة بين حكومتينا ولا تحل محل اى منها . ؟

واني اذ احيطكم علما بموافقة الحكومة اللبنانية على ما ورد في كتابكم اعلاه أرجو اعتبار الكتاب المذكور بما فيه الملحق المرفق ربطا وجوابي بالموافقة ، اتفاقية بين حكومتينا تدخل في حيز التنفيذ بتاريخ اليوم ، وتبقى نافذة ثلاثة اشهر بعد استلام احدى الحكومتين من الاخرى اشعارا خطيا بعزمها على انهاء الاتفاقية .

وتفضلوا سعادتكم بقبول تأكيد اعتباري الفائق .

بيروت في ١٨ حزيران ١٩٥٤

سعادة السيد ريموند ا . هير
سفير الولايات المتحدة الاميركية
بيروت

وزير الخارجية والمغتربين

ملحق باتفاقية المساعدة الاقتصادية
والفنية المعقودة بين حكومة الولايات المتحدة
الاميركية والحكومة اللبنانيـــة [1]

١ — ان مسؤوليات حكومة الولايات المتحدة في لبنان بشأن هذا المنهاج يضطلع بها مطلوبون معينون (بما في ذلك الموظفون العاملون بموجب عقود في نطاق هذه الاتفاقية) يحملون الميزات والحصانات المحددة في المادة الخامسة من اتفاق النقطة الرابعة العام للتعاون الفني المعقود بين الحكومتين بتاريخ ٢٩ ايار ١٩٥١ .

وتتعاون حكومة لبنان علاوة على ذلك تعاونا تاما مع هؤلاء المعنيين بما فيه تقديم التسهيلات اللازمة لملاحظة العمليات الجارية بمقتضى هذه الاتفاقية واستعمال المساعدة المقدمة بموجبها .

٢ — "أ" — تدخل الحكومتان في محادثات بشأن الحصة الفعلية التي تعطيها حكومة لبنان من المنهاج وفقا للفقرة ٣ من هذه الاتفاقية وبشأن الوسائل التي يتم بها تنفيذ هذا التعهد ، بما في ذلك ، حسب مقتضى الحال ، المصاريف المباشرة او المساهمات التي تؤمنها حكومة لبنان لاجل عمليات المنهاج ولاجل النفقات الادارية او غيرها مما يتعلق بالمنهاج المشترك .

"ب" اذا بيعت في لبنان اية معدات او سلع او خدمات مقدمة بمثابة هبة لتستعمل في مشاريع نصت عليها هذه الاتفاقية او لاي غرض آخر يتعلق بها ويتفق عليه الفريقان ، فان حكومة لبنان ، دون مساس بالتدابير الاضافية الواردة في الفقرة "أ" اعلاه ، تنشئ حسابا خاصا تودع فيه ، فور قبضها ، كمية النقد المحلي التي تحصل عليها من بيع تلك السلع او الخدمات او التي تعود اليها من استيراد تلك السلع او الخدمات . وسحب من هـــذا الحساب ما تحتاج اليه حكومة الولايات المتحدة من النقد المحلي لتسديد النفقات الادارية ونفقات الاعمال العائدة لتقديم المساعدة وفقا لهذه الاتفاقية . وتشعر حكومة الولايات المتحدة حكومة لبنان ، من حين لآخر ، بحاجاتها من النقد المحلي فتعمل حكومة لبنان على تجهيز هذه المبالغ من الحساب الخاص وفقا للطريقة التي ترسمها حكومة الولايات المتحدة في اشعارها . ويمكن ، شرط تأمين الحاجات السابقة الذكر ، ان تسحب من الحساب الخاص المبالغ اللازمة ، بالنقد المحلي ، لتسديد نفقات اعمال المنهاج الداخلة في نطاق هـــذا الاتفاق حسب ما تتفق عليه الحكومتان من حين الى آخر .

٣ — ان حكومة لبنان تودع وتحتفظ وتؤمن جميع الاموال المخصصة لاي منهاج كان تستعمل فيه مساهمات حكومة الولايات المتحدة او جميع الاموال الناتجة من هذا المنهاج بحيث لا تكون هذه الاموال عرضة لاي حجز او ضبط او انذار او لاي اجراء قانوني من قبل اي مؤسسة او وكالة او شركة او منظمة او حكومة .

[1] In translation reads: "ANNEX TO THE ECONOMIC AND TECHNICAL AID AGREEMENT ENTERED INTO BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF LEBANON."

Translation

THE REPUBLIC OF LEBANON
MINISTRY OF FOREIGN AFFAIRS
AND EMIGRANTS

No. 12775/9/

EXCELLENCY:

I have the honor of acknowledging receipt of your letter No. 1448, dated June 11, 1954, reading as follows:

[For the English language text of the note, see *ante*, p. 1393.]

I wish to inform you of the approval of the Government of Lebanon of the contents of your above-mentioned letter, and I request you kindly to consider the said letter together with the attached annex [1] and this my answer in approval, as an agreement between our two Governments, entering into force on today's date, and remaining so for three months after receipt by either of the two Governments from the other, of a written notification indicating its decision to terminate the agreement.

Accept, Excellency, renewed assurances of my highest consideration.

BEIRUT, *June 18, 1954*

ALFRED NACCACHE
Minister of Foreign Affairs
and Emigrants
[SEAL]

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

[1] For the English language text of the annex, see *ante*, p. 1395.

TECHNICAL COOPERATION

TIAS 3010
June 21, 1954

Agreement between the UNITED STATES OF AMERICA and ISRAEL

Amending Agreement of February 26, 1951

- **Effected by Exchange of Notes Signed at Tel Aviv June 21, 1954**
- **Entered into force June 21, 1954**

68086 O - 56 Pt. II - 19

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

AMERICAN EMBASSY,
No. 182 *Tel Aviv, June 21, 1954.*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning the advisability of amending the Point Four General Agreement for Technical Cooperation between our two Governments of February 26, 1951, [1] to provide the same privileges to United States contract personnel, who are assigned to duties in Israel in connection with cooperative technical assistance programs and projects, as are provided to direct employees of the United States Government who are assigned to duties in Israel in such connection. Accordingly it is proposed that the first sentence of Article IV of the aforesaid Agreement be amended as follows: between "America" and "assigned" insert ", including United States contract personnel,". In the second sentence of Article IV insert after "shall" the phrase ", except as may otherwise be mutually agreed,".

Upon receipt of a note from your Excellency indicating that the above provision is acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your Excellency's reply thereto constitute an agreement between the two Governments. Such agreement shall enter into force on the date of your Excellency's note in reply and shall remain in force until three months after the receipt by either Government of notice in writing by the other of intention to terminate the Agreement.

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

FRANCIS H. RUSSELL

His Excellency
MOSHE SHARETT,
Minister of Foreign Affairs for
The State of Israel.

[1] Treaties and Other International Acts Series 2401; 3 UST 380.

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

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

מ ש ר ד ה ח ו ץ
י ר ו ש ל י ם

FA/857/54

JERUSALEM, *21 June 1954*

SIR,

I have the honour to acknowledge receipt of your Note No. 182, dated 21 June 1954, concerning amendments to the Point Four General Agreement for Technical Cooperation between our two Governments of 26 February 1951, and to confirm that the provisions set forth in that Note are acceptable to the Government of Israel, which considers your Note and this reply as constituting an agreement between the two Governments on this subject, entering into force on this date.

Please accept the assurances of my highest consideration.

M. SHARETT
Minister for Foreign Affairs

MR. FRANCIS H. RUSSELL,
Chargé d'Affaires,
United States Embassy in Israel.

TIAS 3011
June 21, 1954

AMERICAN DEAD IN WORLD WAR II

Military Cemetery at Madingley

Agreement between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND

- Effected by Exchange of Notes
  Signed at London June 21, 1954
- Entered into force June 21, 1954

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

FOREIGN OFFICE,
S. W. 1.
June 21, 1954.

No. AU 1851/7

YOUR EXCELLENCY,

I have the honour to refer to the discussions between the United States and British military authorities which took place in London in March, 1948, and subsequently for the purpose of settling the terms of use, by the Government of the United States of America, of land at Madingley, near Cambridge, as a United States Military Cemetery. As a contribution towards the happy relationship between this country and the United States of America, the University of Cambridge have now arranged for the land in question, which is defined in pink and brown on the map at Annex A hereto, [1] to be conveyed, in the form of a gift, to Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland. As a result of the discussions, Her Majesty's Government are ready to make the land defined in pink available to the American Battle Monuments Commission for use as a cemetery, on the following conditions, for as long as it may be required for that purpose:–

(a) The areas defined in pink and brown on the map shall remain vested in Her Majesty's War Office.

(b) The American Battle Monuments Commission shall accept responsibility for all expenses concerning the permanent layout and subsequent upkeep of the cemetery.

(c) The strip of land coloured brown on the map is being dedicated as a public footpath in lieu of the one at present crossing the site of the cemetery, which will be permanently closed. The American Battle Monuments Commission shall accept responsibility for the erection and maintenance of the fencing on both sides of the public footpath coloured brown.

[1] Annex A is printed herein.

(d) No plans for buildings or other architectural features, which would involve variations or deviations from the master-plans of the cemetery (copies at Annexes B, C and D hereto) [1] shall be carried out without prior reference to Her Majesty's War Office.

(e) Arrangements shall be made by Her Majesty's Government so that, during such time as the area defined in pink on the map is used as a cemetery, the area coloured yellow will be restricted to agricultural use, and the American Battle Monuments Commission will be consulted about any proposal to develop the area coloured blue.

(f) Any rates or taxes, which may be levied on the land referred to in sub-paragraph (a) above, or on property thereon, shall be paid by Her Majesty's Government, and shall not be a charge on the United States Government.

The conditions set out in the preceding paragraph are acceptable to Her Majesty's Government and, if they are equally acceptable to the Government of the United States, I have the honour to suggest that the present Note, and its Annexes, together with Your Excellency's reply to that effect, shall be regarded as constituting an agreement between the two Governments in this matter, which shall enter into force as from today's date.

I have the honour to be,

With the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable WINTHROP W. ALDRICH, G. B. E.,

etc., etc., etc.,

American Embassy,

1 Grosvenor Square,

W. 1.

[1] Large-scale architectural drawings (annexes B, C, and D) as received with the signed original British Foreign Office note are deposited with the note in the archives of the Department of State where they are available for reference.

O.S. CAMBRIDGESHIRE XXXIX·16. (Edition 1926) (Traced from, Oldbury)

GPO-SSO-2861

68086 O - 56 (Face p. 1406)

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

EMBASSY OF THE
UNITED STATES OF AMERICA
June 21, 1954

No. 2974

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, referring to the discussions which have taken place between representatives of our two Governments for the purpose of settling the terms of use, by the Government of the United States of America, of land at Madingley, near Cambridge, as a United States Military Cemetery; informing me that the land in question has now been conveyed by the University of Cambridge to Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland, in the form of a gift, as a contribution towards the happy relationship between our two countries; and indicating the conditions upon which, as a result of the discussions, Her Majesty's Government is prepared to make the land available to the United States Government. These conditions are set forth in sub-paragraphs (a) to (f) of paragraph 2 of Your Excellency's Note.

In reply I have the honor to confirm that the conditions set forth in your Note are also acceptable to the Government of the United States of America and that it agrees with your suggestion that your Note, including the Annexes thereto, together with the present reply, shall be regarded as constituting an agreement between the two Governments in this matter which shall enter into force as from today's date.

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

WINTHROP W. ALDRICH

Winthrop W. Aldrich
American Ambassador

Annex "A"—Colored Map of Madingley
Annex "B"—Plan of Memorial Mall
Annex "C"—General Grading Plan
Annex "D"—Plan-Steps at North Entrance

The Right Honorable
ANTHONY EDEN, M. C., M. P.,
Secretary of State for Foreign Affairs,
Foreign Office,
London, S.W. 1.

TIAS 3012
July 12, 1950

JURISDICTION OVER OFFENSES BY UNITED STATES FORCES IN KOREA

Agreement between the
UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

- Effected by Exchange of Notes
  Dated at Taejon July 12, 1950
- Entered into force July 12, 1950

The American Embassy to the Korean Ministry of Foreign Affairs

AMERICAN EMBASSY,
TAEJON, KOREA
July 12, 1950

The American Embassy presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to state that in the absence of a formal agreement defining and setting forth the respective rights, duties and jurisdictional limitations of the military forces of the United States (excepting the United States Military Advisory Group to Korea, which is covered by the agreement signed in Seoul on January 26, 1950) [1] and the Government of the Republic of Korea, it is proposed that exclusive jurisdiction over members of the United States Military Establishment in Korea will be exercised by courts-martial of the United States.

It is further proposed that arrests of Korean nationals will be made by United States forces only in the event Korean nationals are detected in the commission of offenses against the United States forces or its members. In the event that arrests of Korean nationals are made under the circumstances set forth above, such persons will be delivered to the civil authorities of the Republic of Korea as speedily as practicable.

The Ministry of Foreign Affairs and the Government of the Republic of Korea will understand that in view of prevailing conditions, such as the infiltrations of north Koreans into the territory of the Republic, United States forces cannot be submitted, or instructed to submit, to the custody of any but United States forces. Unless required, owing to the nonexistence of local courts, courts of the United States forces will not try nationals of the Republic of Korea.

The American Embassy would be grateful if the Ministry of Foreign Affairs would confirm, in behalf of the Government of the Republic of Korea, the above-stated requirements regarding the status of the military forces of the United States within Korea.

E. F. D.

[1] Treaties and Other International Acts Series 2436; 3 UST, pt. 2, p. 2696.

The Korean Ministry of Foreign Affairs to the American Embassy

REPUBLIC OF KOREA
MINISTRY OF FOREIGN AFFAIRS

TAEJON, *July 12, 1950*

The Ministry of Foreign Affairs of the Republic of Korea presents its compliments to the American Embassy and acknowledges the receipt of the Embassy's note of July 12, 1950, at Taejon.

The Ministry has the honor to inform the American Embassy that the Government of the Republic of Korea is glad to accept the propositions as set forth in the Embassy's note of July 12, 1950, that:

(1) The United States courts-martial may exercise exclusive jurisdiction over the members of the United States Military Establishment in Korea;

(2) In the event that arrests of Korean nationals by the United States forces are made necessary when the former are known to have committed offenses against the United States forces or its members, such person will be delivered to the civil authorities of the Republic of Korea as speedily as practicable; and

(3) The Ministry of Foreign Affairs understands that in view of prevailing conditions of warfare, the United States forces cannot be submitted to any but United States forces; and that courts of the United States forces will not try nationals of the Republic of Korea, unless requested owing to the nonexistence of local courts.

THE MINISTRY OF FOREIGN AFFAIRS
Republic of Korea
Taejon

AIR TRANSPORT SERVICES

TIAS 3013
Aug. 6, 1954

Agreement between the
UNITED STATES OF AMERICA
and SWEDEN

Amending Agreement of December 16, 1944

- **Effected by Exchange of Notes**
  Signed at Washington August 6, 1954
- **Entered into force August 6, 1954**

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

DEPARTMENT OF STATE
WASHINGTON
August 6, 1954

SIR:

I have the honor to refer to discussions which have recently taken place in Washington concerning the revision of the Air Transport Agreement between the United States of America and Sweden, signed December 16, 1944,[1] so as to include capacity principles, provisions relative to rates and the accompanying articles relating to consultation and arbitration procedures.

It is proposed that the following articles be agreed to between the Government of the United States and the Government of Sweden for incorporation in the Air Transport Agreement signed December 16, 1944.

ARTICLE 10

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 11

In the operation by the airlines of either contracting party of the trunk 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 provides on all or part of the same routes.

ARTICLE 12

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.

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity

[1] Executive Agreement Series 431; 58 Stat. 1466.

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:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 13

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Sweden referred to in the Annex shall, consistent with the provisions of the present Agreement, 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 powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Sweden pursuant to the principles enunciated in paragraph (B) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or

2. At any time no IATA procedure is applicable, or

3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the con-

tracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 15 of this Agreement shall apply.

Article 14

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Annex. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry for Foreign Affairs of Sweden as the case may be. Should agreement be reached on amendment of the Agreement or its Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

Article 15

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either

contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

The inclusion of Article 14 above relating to consultation would eliminate the need for Article 10 as it now appears in the Agreement, and this article should therefore be deleted.

If the proposals for amendment as set forth above are agreeable to the Government of Sweden, the Government of the United States will be pleased to consider these amendments as entering into force upon the date of your reply of acceptance.

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

For the Secretary of State:

THORSTEN V. KALIJARVI

Mr. ERIK VON SYDOW,
Chargé d'Affaires ad interim
of Sweden.

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

EMBASSY OF SWEDEN
WASHINGTON 8, D. C.

AUGUST 6, 1954.

SIR,

I have the honor to acknowledge the receipt of your note of August 6, 1954, which reads as follows:

I have the honor to refer to discussions which have recently taken place in Washington concerning the revision of the Air Transport Agreement between the United States of America and Sweden, signed December 16, 1944, so as to include capacity principles, pro-

visions relative to rates and the accompanying articles relating to consultation and arbitration procedures.

It is proposed that the following articles be agreed to between the Government of the United States and the Government of Sweden for incorporation in the Air Transport Agreement signed December 16, 1944.

ARTICLE 10

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 11

In the operation by the airlines of either contracting party of the trunk 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 provides on all or part of the same routes.

ARTICLE 12

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.

It is the understanding of both contracting parties that services provided by a designated airline under the present 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:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

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ARTICLE 13

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Sweden referred to in the Annex shall, consistent with the provisions of the present Agreement, 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 powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Sweden pursuant to the principles enunciated in paragraph (B) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or

2. At any time no IATA procedure is applicable, or

3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 15 of this Agreement shall apply.

ARTICLE 14

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Annex. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry for Foreign Affairs of Sweden as the case may be. Should agreement be reached on amendment of the Agreement or its Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

ARTICLE 15

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not

agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

The inclusion of Article 14 above relating to consultation would eliminate the need for Article 10 as it now appears in the Agreement, and this article should therefore be deleted.

If the proposals for amendment as set forth above are agreeable to the Government of Sweden, the Government of the United States will be pleased to consider these amendments as entering into force upon the date of your reply of acceptance.

Acting upon instructions from my Government I have the honor to inform you that the proposals for amendment as set forth above are agreeable to the Government of Sweden and that my Government will consider these amendments as entering into force as of the present date.

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

ERIK V SYDOW.

The Honorable
JOHN FOSTER DULLES,
Secretary of State,
etc. etc. etc.

TIAS 3014
Aug. 6, 1954

AIR TRANSPORT SERVICES

Agreement between the
UNITED STATES OF AMERICA
and DENMARK

Amending Agreement of December 16, 1944,
as Amended

- Effected by Exchange of Notes
  Signed at Washington August 6, 1954
- Entered into force August 6, 1954

The Secretary of State to the Danish Ambassador

DEPARTMENT OF STATE
WASHINGTON
August 6, 1954

EXCELLENCY:

I have the honor to refer to discussions which have recently taken place in Washington concerning the revision of the Air Transport Agreement between the United States of America and Denmark, signed December 16, 1944,[1] as amended effective March 21, 1946,[2] so as to include capacity principles, provisions relative to rates and the accompanying articles relating to consultation and arbitration procedures.

It is proposed that the following articles be agreed to between the Government of the United States and the Government of Denmark for incorporation in the Air Transport Agreement signed December 16, 1944, as amended.

ARTICLE 10

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 11

In the operation by the airlines of either contracting party of the trunk 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 provides on all or part of the same routes.

ARTICLE 12

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.

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement

[1] Executive Agreement Series 430; 58 Stat. 1458.
[2] Treaties and Other International Acts Series 1519; 60 Stat. 1646.

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:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 13

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Denmark referred to in the Annex shall, consistent with the provisions of the present Agreement, 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 powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical

authorities of Denmark pursuant to the principles enunciated in paragraph (B) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or
2. At any time no IATA procedure is applicable, or
3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect

provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 15 of this Agreement shall apply.

Article 14

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Annex. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry for Foreign Affairs of Denmark as the case may be. Should agreement be reached on amendment of the Agreement or its Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

Article 15

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through

consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

The inclusion of Article 14 above relating to consultation would eliminate the need for Article 10 as it now appears in the Agreement, and this article should therefore be deleted.

If the proposals for amendment as set forth above are agreeable to the Government of Denmark, the Government of the United States will be pleased to consider these amendments as entering into force upon the date of your reply of acceptance.

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

For the Secretary of State:
THORSTEN V. KALIJARVI

His Excellency
HENRIK DE KAUFFMANN,
Ambassador of Denmark.

The Danish Ambassador to the Secretary of State

DANISH EMBASSY
WASHINGTON 8, D. C.

August 6th, 1954. Reference no. 93.F.14.a.

SIR:

I have the honor to acknowledge the receipt of your note of August 6th, 1954, which reads as follows:

"I have the honor to refer to discussions which have recently taken place in Washington concerning the revision of the Air Transport Agreement between the United States of America and Denmark, signed December 16, 1944, as amended effective March 21, 1946, so as to include capacity principles, provisions relative to rates and the accompanying articles relating to consultation and arbitration procedures.

It is proposed that the following articles be agreed to between the Government of the United States and the Government of Denmark for incorporation in the Air Transport Agreement signed December 16, 1944, as amended.

ARTICLE 10

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 11

In the operation by the airlines of either contracting party of the trunk 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 provides on all or part of the same routes.

ARTICLE 12

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.

It is the understanding of both contracting parties that services provided by a designated airline under the present 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:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 13

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Denmark referred to in the Annex shall, consistent with the provisions of the present Agreement, 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 powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Denmark pursuant to the principles enunciated in paragraph (B) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or

2. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the

territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 15 of this Agreement shall apply.

ARTICLE 14

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Annex. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry for Foreign Affairs of Denmark as the case may be. Should agreement be reached on amendment of the Agreement or its Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

ARTICLE 15

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery

by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

The inclusion of Article 14 above relating to consultation would eliminate the need for Article 10 as it now appears in the Agreement, and this Article should therefore be deleted.

If the proposals for amendment as set forth above are agreeable to the Government of Denmark, the Government of the United States will be pleased to consider these amendments as entering into force upon the date of your reply of acceptance."

Acting upon instructions from my Government I have the honor to inform you that the proposals for amendment as set forth above are agreeable to the Government of Denmark and that my Government will consider these amendments as entering into force as of the present date.

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

HENRIK KAUFFMANN

The Honorable
JOHN FOSTER DULLES,
Secretary of State,
Department of State,
Washington, D. C.

AIR TRANSPORT SERVICES

TIAS 3015
Aug. 6, 1954

Agreement between the
UNITED STATES OF AMERICA
and NORWAY

Amending Agreement of
October 6, 1945

- **Effected by Exchange of Notes**
  Signed at Washington August 6, 1954
- **Entered into force August 6, 1954**

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The Secretary of State to the Norwegian Ambassador

DEPARTMENT OF STATE
WASHINGTON
August 6, 1954

EXCELLENCY:

I have the honor to refer to discussions which have recently taken place in Washington concerning the revision of the Air Transport Agreement between the United States of America and Norway, signed October 6, 1945, [1] so as to include capacity principles, provisions relative to rates and the accompanying articles relating to consultation and arbitration procedures.

It is proposed that the following articles be agreed to between the Government of the United States and the Government of Norway for incorporation in the Air Transport Agreement signed October 6, 1945.

ARTICLE 10

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 11

In the operation by the airlines of either contracting party of the trunk 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 provides on all or part of the same routes.

ARTICLE 12

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.

It is the understanding of both contracting parties that services provided by a designated airline under the present 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

[1] Executive Agreement Series 482; 59 Stat. 1658.

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:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 13

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Norway referred to in the Annex shall, consistent with the provisions of the present Agreement, 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 powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Norway pursuant to the principles enunciated in paragraph (B) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific

rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or

2. At any time no IATA procedure is applicable, or

3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the

expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 15 of this Agreement shall apply.

Article 14

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Annex. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Affairs of Norway as the case may be. Should agreement be reached on amendment of the Agreement or its Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

Article 15

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

The inclusion of Article 14 above relating to consultation would eliminate the need for Article 9 as it now appears in the Agreement, and this article should therefore be deleted. Article 10 as it now appears in the Agreement would accordingly be renumbered as Article 9.

If the proposals for amendment as set forth above are agreeable to the Government of Norway, the Government of the United States will be pleased to consider these amendments as entering into force upon the date of your reply of acceptance.

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

For the Secretary of State:
THORSTEN V. KALLJARVI

His Excellency
WILHELM MUNTHE DE MORGENSTIERNE,
Ambassador of Norway.

The Norwegian Ambassador to the Secretary of State

NORWEGIAN EMBASSY
WASHINGTON, D. C.

WASHINGTON, D. C., *August 6, 1954.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of August 6, 1954, which reads as follows:

"I have the honor to refer to discussions which have recently taken place in Washington concerning the revision of the Air Transport Agreement between the United States of America and Norway, signed October 6, 1945, so as to include capacity principles, provisions relative to rates and the accompanying articles relating to consultation and arbitration procedure.

It is proposed that the following articles be agreed to between the Government of the United States and the Government of Norway for incorporation in the Air Transport Agreement signed October 6, 1945.

ARTICLE 10

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 11

In the operation by the airlines of either contracting party of the trunk 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 provides on all or part of the same route.

ARTICLE 12

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.

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adaquate 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:

(a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(b) to the requirements of through airline operation; and,

(c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 13

Rates to be charged on the routes provided for in this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of Norway referred to in the Annex shall, consistent with the provisions of the present Agreement, 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 powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Norway pursuant to the principles enunciated in paragraph (B) above.

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or
2. At any time no IATA procedure is applicable, or
3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a

point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph (B) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (B) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (G) below.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 15 of this Agreement shall apply.

ARTICLE 14

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Annex. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Affairs of Norway as the case may be. Should agreement be reached on amendment of the Agreement or its Annex, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

ARTICLE 15

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

The inclusion of Article 14 above relating to consultation would eliminate the need for Article 9 as it now appears in the Agreement, and this article should therefore be deleted. Article 10 as it now appears in the Agreement would accordningly be renumbered as Article 9.

If the proposals for amendment as set forth above are agreeable to the Government of Norway, the Government of the United States

will be pleased to consider these amendments as entering into force upon the date of your reply of acceptance"

Acting upon instructions from my Government I have the honor to inform you that the proposals for amendment as set forth above are agreeable to the Government of Norway and that my Government will consider these amendments as entering into force as of the present date.

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

WILHELM MORGENSTIERNE

His Excellency
JOHN FOSTER DULLES
Secretary of State.

No. 244.

TIAS 3016
Aug. 6, 1954

AIR TRANSPORT SERVICES

Agreement between the UNITED STATES OF AMERICA and SWEDEN

- Effected by Exchange of Notes Signed at Washington August 6, 1954
- Entered into force August 6, 1954

and

Aide Memoire

- Dated at Washington August 6, 1954

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

DEPARTMENT OF STATE
WASHINGTON
August 6, 1954

SIR:

I have the honor to refer to discussions and correspondence that have recently taken place relating to the establishment of an air route between Scandinavia and the United States by way of Greenland. The United States suggests that such a route be established in accordance with the following terms and conditions:

An airline or airlines designated by the Government of Sweden may operate on a route from Sweden, Denmark, and Norway via Greenland to Los Angeles in both directions.

An airline or airlines designated by the Government of the United States may operate on a route from the United States via Greenland to Stockholm and beyond in both directions.

Operations by an airline or airlines designated by the Government of Sweden shall be limited to an experimental period of three years from the date on which a foreign air carrier permit shall be issued by the United States aeronautical authorities to such airline. If operating experience during the experimental period warrants making these routes permanent, the bilateral air transport agreement between the United States and Sweden, effected by an exchange of notes signed at Washington on December 16, 1944, [1] shall be amended to provide for such routes. In this connection, the United States will be prepared to make arrangements with the Government of Sweden at the end of two years of operation on the experimental route to review the operating experience for the purpose of determining whether the route should be made permanent. If the agreement is amended at the end of three years to provide for permanent routes as specified, the United States will wish also to amend the route now contained in paragraph B of the Annex to the Agreement by deleting Chicago.

The Air Transport Agreement between the United States and Sweden effected by an exchange of notes signed at Washington on December 16, 1944, as amended effective December 4, 1945 [2] and as

[1] Executive Agreement Series 431; 58 Stat. 1466.

[2] Treaties and Other International Acts Series 1550; 60 Stat. 1859.

amended effective August 6, 1954, [1] shall apply to the airlines and their operations on the routes.

If the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Sweden, this Government will be pleased to consider this note and the reply of the Government of Sweden as constituting an agreement effective from the date of the Swedish Government's reply of acceptance.

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

For the Secretary of State:
THORSTEN V. KALIJARVI

Mr. ERIK VON SYDOW,
Chargé d'Affaires ad interim
of Sweden.

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

EMBASSY OF SWEDEN
WASHINGTON 8, D. C.

AUGUST 6, 1954.

SIR,

I have the honor to acknowledge the receipt of your note of August 6, 1954 which reads as follows:

> I have the honor to refer to discussions and correspondence that have recently taken place relating to the establishment of an air route between Scandinavia and the United States by way of Greenland. The United States suggests that such a route be established in accordance with the following terms and conditions:
>
> An airline or airlines designated by the Government of Sweden may operate on a route from Sweden, Denmark, and Norway via Greenland to Los Angeles in both directions.
>
> An airline or airlines designated by the Government of the United States may operate on a route from the United States via Greenland to Stockholm and beyond in both directions.
>
> Operations by an airline or airlines designated by the Government of Sweden shall be limited to an experimental period of three years from the date on which a foreign air carrier permit shall be issued by the United States aeronautical authorities to such airline. If operating experience during the experimental period warrants making these routes permanent, the bilateral air transport agreement between the United States and Sweden, effected by an exchange of notes signed at Washington on December 16, 1944, shall be amended to provide for such routes. In this connection, the United States will be prepared to make arrangements with the Government

[1] Treaties and Other International Acts Series 3013, *ante*, p. 1411.

of Sweden at the end of two years of operation on the experimental route to review the operating experience for the purpose of determining whether the route should be made permanent. If the agreement is amended at the end of three years to provide for permanent routes as specified, the United States will wish also to amend the route now contained in paragraph B of the Annex to the Agreement by deleting Chicago.

The Air Transport Agreement between the United States and Sweden effected by an exchange of notes signed at Washington on December 16, 1944, as amended effective December 4, 1945 and as amended effective August 6, 1954, shall apply to the airlines and their operations on the routes.

If the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Sweden, this Government will be pleased to consider this note and the reply of the Government of Sweden as constituting an agreement effective from the date of the Swedish Government's reply of acceptance.

Acting upon instructions from my Government I have the honor to inform you that the terms and conditions specified above are in accordance with the understanding of the Government of Sweden and that my Government will consider your note together with this reply as constituting an agreement between our two Governments effective from today's date.

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

ERIK V SYDOW.

The Honorable
JOHN FOSTER DULLES,
Secretary of State,
etc. etc. etc.

The Swedish Embassy to the Department of State

EMBASSY OF SWEDEN
WASHINGTON 8, D. C.

AIDE MEMOIRE

The Government of Sweden understands that the experimental period of three years, referred to in the exchange of notes, dated August 6, 1954 between the Chargé d'affaires ad interim of Sweden and the Secretary of State, relating to the establishment of an air route between Sweden and the United States by way of Greenland, applies to an airline or airlines designated by the Government of the

United States as well as to an airline or airlines designated by the Swedish Government to operate the air route involved, the experimental period to run concurrently for any such Swedish and United States airline or airlines. In view of rights already granted to the United States in the Air Transport Agreement effected by an exchange of notes signed at Washington on December 16, 1944, as amended effective December 4, 1945, the expiration of the experimental period as applied to an airline or airlines of the United States will not result in the expiration of any of the traffic rights granted in those agreements.

Furthermore, it is the understanding of the Government of Sweden that the Government of the United States is agreeable to the designated Swedish airline or airlines carrying socalled third and fourth freedom traffic Stockholm-Edmonton and vice versa, if and when the Canadian Government's consent may be obtained.

WASHINGTON, D. C., *August 6, 1954.*

S.

AIR TRANSPORT SERVICES

TIAS 3017
Aug. 6, 1954

Agreement between the
UNITED STATES OF AMERICA
and DENMARK

- Effected by Exchange of Notes
  Signed at Washington August 6, 1954
- Entered into force August 6, 1954

and

Aide Memoire

- Dated August 6, 1954

68086 O - 56 Pt. II - 22

The Secretary of State to the Danish Ambassador

DEPARTMENT OF STATE
WASHINGTON
August 6, 1954

EXCELLENCY:

I have the honor to refer to discussions and correspondence that have recently taken place relating to the establishment of an air route between Scandinavia and the United States by way of Greenland. The United States suggests that such a route be established in accordance with the following terms and conditions:

An airline or airlines designated by the Government of Denmark may operate on a route from Denmark, Norway, and Sweden via Greenland to Los Angeles in both directions.

An airline or airlines designated by the Government of the United States may operate on a route from the United States via Greenland to Copenhagen and beyond in both directions.

Operations by an airline or airlines designated by the Government of Denmark shall be limited to an experimental period of three years from the date on which a foreign air carrier permit shall be issued by the United States aeronautical authorities to such airline. If operating experience during the experimental period warrants making these routes permanent, the bilateral air transport agreement between the United States and Denmark, effected by an exchange of notes signed at Washington on December 16, 1944, [1] shall be amended to provide for such routes. In this connection, the United States will be prepared to make arrangements with the Government of Denmark at the end of two years of operation on the experimental route to review the operating experience for the purpose of determining whether the route should be made permanent. If the agreement is amended at the end of three years to provide for permanent routes as specified, the United States will wish also to amend the route now contained in paragraph B of the Annex to the Agreement by deleting Chicago.

The Air Transport Agreement between the United States and Denmark effected by an exchange of notes signed at Washington on December 16, 1944, as amended effective March 21, 1946 [2] and as amended

[1] Executive Agreement Series 430; 58 Stat. 1458.

[2] Treaties and Other International Acts Series 1519; 60 Stat. 1646.

effective August 6, 1954,[1] shall apply to the airlines and their operations on the routes.

If the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Denmark, this Government will be pleased to consider this note and the reply of the Government of Denmark as constituting an agreement effective from the date of the Danish Government's reply of acceptance.

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

For the Secretary of State:

THORSTEN V. KALIJARVI

His Excellency
HENRIK DE KAUFFMANN,
Ambassador of Denmark.

The Danish Ambassador to the Secretary of State

DANISH EMBASSY
WASHINGTON 8, D. C.

August 6th, 1954. Ref. No. 93.F.14.a.

SIR,

I have the honor to acknowledge the receipt of your Note of August 6, 1954, which reads as follows:

"I have the honor to refer to discussions and correspondence that have recently taken place relating to the establishment of an air route between Scandinavia and the United States by way of Greenland. The United States suggests that such a route be established in accordance with the following terms and conditions:

An airline or airlines designated by the Government of Denmark may operate on a route from Denmark, Norway, and Sweden via Greenland to Los Angeles in both directions.

An airline or airlines designated by the Government of the United States may operate on a route from the United States via Greenland to Copenhagen and beyond in both directions.

[1] Treaties and Other International Acts Series 3014, *ante*, p. 1422.

Operations by an airline or airlines designated by the Government of Denmark shall be limited to an experimental period of three years from the date on which a foreign air carrier permit shall be issued by the United States aeronautical authorities to such airline. If operating experience during the experimental period warrants making these routes permanent, the bilateral air transport agreement between the United States and Denmark, effected by an exchange of notes signed at Washington on December 16, 1944, shall be amended to provide for such routes. In this connection, the United States will be prepared to make arrangements with the Government of Denmark at the end of two years of operation on the experimental route to review the operating experience for the purpose of determining whether the route should be made permanent. If the agreement is amended at the end of three years to provide for permanent routes as specified, the United States will wish also to amend the route now contained in paragraph B of the Annex to the Agreement by deleting Chicago.

The Air Transport Agreement between the United States and Denmark effected by an exchange of notes signed at Washington on December 16, 1944, as amended effective March 21, 1946 and as amended effective August 6, 1954, shall apply to the airlines and their operations on the routes.

If the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Denmark, this Government will be pleased to consider this note and the reply of the Government of Denmark as constituting an agreement effective from the date of the Danish Government's reply of acceptance."

Acting upon instructions from my Government I have the honor to inform you that the terms and conditions specified above are in accordance with the understanding of the Government of Denmark and that my Government will consider your note together with this reply as constituting an agreement between our two Governments effective from today's date.

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

HENRIK KAUFFMANN

The Honorable
JOHN FOSTER DULLES,
Secretary of State,
Department of State,
Washington, D. C.

The Danish Embassy to the Department of State

DANISH EMBASSY
WASHINGTON 8, D. C.

Ref. No. 93.F.14.a.

AIDE MEMOIRE

The Government of Denmark understands that the experimental period of three years, refferred to in the exchange of notes, dated August 6, 1954 between the Ambassador of Denmark and the Secretary of State, relating to the establishment of an air route between Denmark and the United States by way of Greenland, applies to an airline or airlines designated by the Government of the United States as well as to an airline or airlines designated by the Danish Government to operate the air route involved, the experimental period to run concurrently for any such Danish and United States airline or airlines. In view of rights already granted to the United States in the Air Transport Agreement effected by an exchange of notes signed at Washington on December 16, 1944, as amended effective March 21, 1946, the expiration of the experimental period as applied to an airline or airlines of the United States will result only in the expiration of traffic rights at Greenland.

Furthermore, it is the understanding of the Government of Denmark that the Government of the United States is agreeable to the designated Danish airline or airlines carrying socalled third and fourth freedom traffic Copenhagen-Edmonton and vice versa, if and when the Canadian Government's consent may be obtained.

WASHINGTON, D. C.
August 6, 1954.

TIAS 3018
Aug. 6, 1954

AIR TRANSPORT SERVICES

Agreement between the
UNITED STATES OF AMERICA
and NORWAY

- Effected by Exchange of Notes
  Signed at Washington August 6, 1954
- Entered into force August 6, 1954

and

Aide Memoire

- Dated at Washington August 6, 1954

The Secretary of State to the Norwegian Ambassador

DEPARTMENT OF STATE
WASHINGTON
August 6, 1954

EXCELLENCY:

I have the honor to refer to discussions and correspondence that have recently taken place relating to the establishment of an air route between Scandinavia and the United States by way of Greenland. The United States suggests that such a route be established in accordance with the following terms and conditions:

An airline or airlines designated by the Government of Norway may operate on a route from Norway, Sweden, and Denmark via Greenland to Los Angeles in both directions.

An airline or airlines designated by the Government of the United States may operate on a route from the United States via Greenland to Oslo and beyond in both directions.

Operations by an airline or airlines designated by the Government of Norway shall be limited to an experimental period of three years from the date on which a foreign air carrier permit shall be issued by the United States aeronautical authorities to such airline. If operating experience during the experimental period warrants making these routes permanent, the bilateral air transport agreement between the United States and Norway, effected by an exchange of notes signed at Washington on October 6, 1945, [1] shall be amended to provide for such routes. In this connection, the United States will be prepared to make arrangements with the Government of Norway at the end of two years of operation on the experimental route to review the operating experience for the purpose of determining whether the route should be made permanent. If the agreement is amended at the end of three years to provide for permanent routes as specified, the United States will wish also to amend the route now contained in paragraph B of the Annex to the Agreement by deleting Chicago.

The Air Transport Agreement between the United States and Norway effected by an exchange of notes signed at Washington on Oc-

[1] Executive Agreement Series 482; 59 Stat. 1658.

tober 6, 1945, as amended effective August 6, 1954,[1] shall apply to the airlines and their operations on the routes.

If the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Norway, this Government will be pleased to consider this note and the reply of the Government of Norway as constituting an agreement effective from the date of the Norwegian Government's reply of acceptance.

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

For the Secretary of State:

THORSTEN V. KALLJARVI

His Excellency
WILHELM MUNTHE DE MORGENSTIERNE,
Ambassador of Norway.

The Norwegian Ambassador to the Secretary of State

NORWEGIAN EMBASSY
WASHINGTON, D. C.

WASHINGTON, D, C., *August 6, 1954.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of August 6, 1954, which reads as follows:

"I have the honor to refer to discussions and correspondence that have recently taken place relating to the establishment of an air route between Scandinavia and the United States by way of Greenland. The United States suggests that such a route be established in accordance with the following terms and conditions:

An airline or airlines designated by the Government of Norway may operate on a route from Norway, Sweden, and Denmark via Greenland to Los Angeles in both directions.

An airline or airlines designated by the Government of the United States may operate on a route from the United States via Greenland to Oslo and beyond in both directions.

Operations by an airline or airlines designated by the Government of Norway shall be limited to an experimental period of three

[1] Treaties and Other International Acts Series 3015, *ante*, p. 1433.

years from the date on which a foreign air carrier permit shall be issued by the United States aeronautical authorities to such airline. If operating experience during the experimental period warrants making these routes permanent, the bilateral air transport agreement between the United States and Norway, effected by an exchange of notes signed at Washington on October 6, 1945, shall be amended to provide for such routes. In this connection, the United States will be prepared to make arrangements with the Government of Norway at the end of two years of operation on the experimental route to review the operating experience for the purpose of determining whether the route should be made permanent. If the agreement is amended at the end of three years to provide for permanent routes as specified, the United States will wish also to amend the route now contained in paragraph B of the Annex to the Agreement by deleting Chicago.

The Air Transport Agreement between the United States and Norway effected by an exchange of notes signed at Washington on October 6, 1945, as amended effective August 6, 1954, shall apply to the airlines and their operations on the routes.

If the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Norway, this Government will be pleased to consider this note and the reply of the Government of Norway as constituting an agreement effective from the date of the Norwegian Government's reply of acceptance."

Acting upon instructions from my Government I have the honor to inform you that the terms and conditions specified above are in accordance with the understanding of the Government of Norway and that my Government will consider your note together with this reply as constituting an agreement between our two Governments effective from today's date.

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

WILHELM MORGENSTIERNE

His Excellency
JOHN FOSTER DULLES
Secretary of State.

No. 242.

The Norwegian Embassy to the Department of State

NORWEGIAN EMBASSY
WASHINGTON, D. C.

AIDE-MEMOIRE.

The Government of Norway understands that the experimental period of three years, referred to in the exchange of notes, dated August 6, 1954 between the Ambassador of Norway and the Secretary of State, relating to the establishment of an air route between Norway and the United States by way of Greenland, applies to an airline or airlines designated by the Government of the United States as well as to an airline or airlines designated by the Norwegian Government to operate the air route involved, the experimental period to run concurrently for any such Norwegian and United States airline or airlines. In view of rights already granted to the United States in the Air Transport Agreement effected by an exchange of notes signed at Washington on October 6, 1945, effective October 15, 1945, the expiration of the experimental period as applied to an airline or airlines of the United States will not result in the expiration of any of the traffic rights granted in that agreement.

Furthermore, it is the understanding of the Government of Norway that the Government of the United States is agreeable to the designated Norwegian airline or airlines carrying socalled third and fourth freedom traffic Oslo-Edmonton and vice versa, if and when the Canadian Government's consent may be obtained.

WASHINGTON, D. C. *August 6, 1954*

No. 245.

NAVIGATION

TIAS 3019
May 1, 3, 1954

Loran Station on Cape Christian, Baffin Island

Agreement between the
UNITED STATES OF AMERICA
and CANADA

- Effected by Exchange of Notes
  Signed at Ottawa May 1 and 3, 1954
- Entered into force May 3, 1954

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

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. D99 OTTAWA, *May 1, 1954.*

EXCELLENCY:

I have the honour to refer to our Aide-Mémoire of May 20, 1953, [1] in which the Canadian Government granted to your Government the right of entry to the site of the proposed Loran Station on Cape Christian, Baffin Island, and which authorized the commencement of the preliminary work described in your Note No. 221 of April 16, 1953, [1] subject to the requirements listed in our Aide-Mémoire.

Since the Canadian Government considers that the construction and operation of a Loran Station on Cape Christian is in the defence interests of both countries, it is prepared to authorize the erection and operation of the proposed Station by the United States Coast Guard subject to the availability of appropriated funds and in accordance with the terms and conditions listed in the annex to this Note. If these conditions are acceptable to your Government, I should like to suggest that this Note and your reply shall constitute the agreement of our Governments regarding the proposed Station.

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

BROOKE CLAXTON
Acting Secretary of State
for External Affairs.

His Excellency R. DOUGLAS STUART,
Ambassador of the United States of America,
100 Wellington Street,
Ottawa.

[1] Not printed.

ANNEX

CONDITIONS FOR CONSTRUCTION AND OPERATION OF THE LORAN STATION AT CAPE CHRISTIAN, BAFFIN ISLAND

(In this Annex, unless the context otherwise requires, "Canada" means the Government of Canada, and "United States" means the Government of the United States of America.)

(1) *Site*

Canada shall retain title to all the land required for the Loran Station and its ancillary facilities. The Canadian Government grants and assures to the U.S. Government, without charge, such rights of access, use and occupancy as may be required for the construction, equipment and operation of the station, subject to the provisions described in the following paragraphs.

(2) *Plans*

The detailed plans of the buildings, roads, landing and storage facilities, water supply facilities, use of local materials (rock fill, sand, gravel, etc.,) and arrangements for disposal of garbage, sewage and rubbish shall require the approval of the Department of Transport and the Department of Northern Affairs and National Resources in advance of the construction. Canadian officials shall have the right of inspection during construction. Any plans for subsequent construction must also be submitted in advance for approval of the appropriate Canadian officials.

(3) *Construction*

(a) Canadian contractors shall be extended equal consideration with U.S. contractors in the awarding of contracts, and Canadian and U.S. contractors shall have equal consideration in the procurement of materials, equipment and supplies in either Canada or the U.S.

(b) Any contractors awarded a contract for construction in Canada shall be required to give preference to qualified Canadian labour for such construction. The rates of pay and working conditions for this labour will be set after consultation with the Canadian Department of Labour and will be set in accordance with the Canadian Fair Wages and Hours of Labour Act of 1935.

(c) Canadian law (e. g. tax laws, labour, workmen's compensation, ordinances of the Northwest Territories, etc.) will apply.

(d) Subject to the agreement of the appropriate Canadian authorities, the U.S. may use, without charge, gravel and other construction material from Federal Crown lands.

(4) *Ownership of Movable Property*

Ownership of movable property brought into Canada or purchased in Canada by the United States for the Station, shall remain in the United States.

The United States shall have the unrestricted right of removing or disposing of all such property,

PROVIDED

(a) that the removal or disposition does not impair the operation of the station, unless it has been discontinued in accordance with paragraph 5 (b) below, and

(b) that removal or disposition takes place within a reasonable time after the date on which the operation of the Station has been discontinued pursuant to this agreement.

(5) *Operation of the Station*

(a) *Right of Canada to Assume Operation*

Canada shall have the right, on one year's notice, to take over the operation and manning of the Station. In the event that Canada does take over the operation and manning of the Station, the subsequent costs of operation (excluding military man-power costs) shall be shared by the two countries, the proportion to be paid by each to be determined on the basis of the use made by each of the services provided by the Station.

(b) *Period of Operation of the Station*

The Station shall be maintained in operation for a period of ten years or such shorter period as shall be agreed by both countries in the light of their mutual defence interests. Thereafter, the Station shall be operated so long as in the opinion of both countries there is a continuing need for the facilities in their mutual defence interests; in the event that either government wishes to discontinue the arrangement and to close the Station, the question of continuing need shall be referred to the Permanent Joint Board on Defence. In considering the question of continuing need, the Permanent Joint Board on Defence shall take into account the relationship of the Loran facilities at this Station with those established elsewhere in the same general region.

If it is decided at any time that the Station is no longer necessary it shall be closed within one year, and the land together with any immovable facilities on it shall revert to the use of Canada.

(c) It shall be the responsibility of the United States at the end of its occupancy of the site to ensure that the site is left in good order.

(6) *Assignment of Radio Frequencies*

Arrangements respecting such technical matters as frequencies and powers shall be co-ordinated with the RCAF and with the Department of Transport, and will be subject to the approval of the Department of Transport.

(7) *Scientific Information*

Any geological, topographical, hydrographical or other scientific data obtained in the course of operations at Cape Christian shall be transmitted to the Canadian Government.

(8) *Protection of Wildlife and Objects of Historic Interest*

No game or wildlife shall be taken or molested on Baffin Island by members of the construction force or personnel on the Station staff.

No objects of archaeological interest or historic significance on Baffin Island will be disturbed or removed therefrom.

In the event that facilities planned for the Station might encroach on or disturb the existing settlement at Clyde or any Eskimo settlements, burial grounds, etc., in that area, the permission of the Canadian Department of Northern Affairs and National Resources must be obtained before such facilities are constructed. The United States authorities shall be responsible for the removal of any objects to an acceptable location.

(9) *Consultation with Canadian Official on Cape Christian*

Should any situation develop during the construction and operation of the Station which conflicts with any of the provisions listed above, the senior United States official shall consult the Canadian officer-in-charge in an attempt to resolve the problem or hindrance.

(10) *Station Staff*

It is noted that the U.S. Coast Guard expects to staff the Loran Station with one commissioned officer and 32 enlisted men. Any substantial increase in the complement shall become a matter of negotiation between the two Governments.

It is understood that the personnel will not be engaged in any Military operations other than those concerned with the proper functioning of a Loran Transmitting Station.

No provision for station security shall be made beyond that which the normal station complement can make with a nominal allowance of small arms.

(11) Canadian Immigration and Customs Regulations

The entry of U.S. personnel into Baffin Island will be in accordance with Canadian customs and immigration procedures which will be administered by a local Canadian official designated by the Canadian Government. However, the usual arrangements shall be made for the exemption from Canadian customs duties and taxes, of U.S. Government-owned property brought to Baffin Island for the construction and operation of the Station.

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

UNITED STATES EMBASSY,
Ottawa, May 3, 1954

No. 240

SIR:

I have the honor to refer to your Note No. D–99 of May 1, 1954, stating that the Canadian Government considers that the construction and operation of a Loran Station on Cape Christian, Baffin Island, is in the defense interest of both countries and that it is prepared to authorize the erection and operation of the proposed station by the United States Coast Guard, subject to the conditions contained in the Annex attached to the Note. The United States Government concurs in the conditions mentioned, on the understanding that this agreement is subject to the availability of appropriated funds. The United States Government confirms that your Note and this reply shall constitute the agreement of our two Governments regarding the proposed stations.

Accept, Sir, the renewed assurances of my most distinguished consideration.

R. DOUGLAS STUART

The Honorable
BROOKE CLAXTON,
Acting Secretary of State
for External Affairs,
Ottawa.

STATUS OF UNITED STATES FORCES IN TURKEY

TIAS 3020
June 23, 1954

Agreement, with Minutes of Understanding, between the UNITED STATES OF AMERICA and TURKEY

Implementing Status of Forces Agreement of June 19, 1951, between the Parties to the North Atlantic Treaty

- **Signed at Ankara June 23, 1954**
- **Entered into force June 23, 1954**

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AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY RELATIVE TO THE IMPLEMENTATION OF THE "AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY, REGARDING THE STATUS OF THEIR FORCES"

AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE CÜMHURİYETİ ARASINDA, "KUZEY ATLANTİK ANDLAŞMASINA TARAF DEVLETLER ARASINDA, KUVVETLERİNİN STATÜSÜNE DAİR SÖZLEŞME" NİN TATBİKATINA MÜTEALLİK ANLASMA

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY RELATIVE TO THE IMPLEMENTATION OF THE "AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY, REGARDING THE STATUS OF THEIR FORCES"

For the implementation of the "Agreement Between the Parties to the North Atlantic Treaty, Regarding the Status of their Forces", dated June 19, 1951,[1] the two Governments have agreed as follows:

1. All persons who are relatives of, and in accordance with United States laws or regulations, depending for support upon and actually residing with any member of a United States force or the civilian component, except those who are not United States citizens, shall also be considered dependents and will be treated in all respects as those persons defined in Article I, paragraph 1, sub-paragraph c, of the aforesaid NATO Agreement.

2. For the purpose of the application of the aforesaid NATO Agreement and of the provisions of this Agreement, persons "who are in the employ of" the United States armed services, within the meaning of Article I-1.(b) of the aforesaid NATO Agreement, and without prejudice to the other requirements of that Article, shall include employees of United States military organizations, employees of United States Government departments, Post Exchanges, and recreational organizations for military personnel, Red Cross and United Services Organization personnel, and technical representatives of contractors with the United States forces who are assigned to United States military organizations in Turkey. All of these persons are subject to United States military law. Should any other specific categories become involved, the United States Government would wish to discuss

[1] Treaties and Other International Acts Series 2846; 4 UST, pt. 2, p. 1792.

AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE CÜMHURİYETİ ARASINDA, "KUZEY ATLANTİK ANDLAŞMASINA TARAF DEVLETLER ARASINDA, KUVVETLERİNİN STATÜSÜNE DAİR SÖZLEŞME" NİN TATBİKATINA MÜTEALLİK ANLAŞMA

19 Haziran 1951 tarihli "Kuzey Atlantik Andlaşmasına Taraf Devletler arasında, Kuvvetlerinin Statüsüne dair Sözleşme" nin tatbikatı için iki Hükümet aşağıdaki hususlarda mutabık kalmışlardır:

1. Amerika Birleşik Devletlerinin bir kuvvetinin veya sivil unsurunun herhangi bir mensubunun hısmı olup, Amerika Birleşik Devletleri kanunlarına veya nizamlarına göre nafakası o mensuba terettüp eden ve bilfiil onunla birlikte ikamet eden bütün şahıslar da, Amerika Birleşik Devletleri vatandaşı olmayanlar müstesna, "yakın" addedilecek ve her bakımdan, yukarda mezkür NATO Sözleşmesinin I.inci maddesinin 1.inci fıkrasının (c) bendinde tarif edilen şahıslar gibi muamele göreceklerdir.

2. Yukarda mezkür NATO Sözleşmesinin ve işbu Anlaşma hükümlerinin tatbikatı bakımından, Amerika Birleşik Devletleri silâhlı kuvvetlerinin, yukarda zikri geçen NATO Sözleşmesinin I-1.(b) maddesinde yazılı olduğu veçhile, "hizmetinde bulunan" şahıslar, mezkür maddenin diğer şartları mahfuz kalmak üzere, Amerika Birleşik Devletleri askerî teşkilâtının, Amerika Birleşik Devletleri Hükümeti devairinin, askerî mağazaların ve askerî personelin istirahatine mahsus müesseselerin memur ve müstahdemlerini, Kızılhaç ve Birleşik Hizmetler Teşkilâtı (USO) personelini ve Amerika Birleşik Devletleri Kuvvetleri hesabına iş gören müteahhitlerin Türkiye'deki Amerika Birleşik Devletleri askerî teşkilâtı nezdine tayin olunmuş teknik mümessillerini ihtiva edecektir. Bütün bu şahıslar Amerika Birleşik Devletleri askerî kanunlarına tâbidirler. İleride, muayyen başka kategori eşhas mevzubahis olursa, Amerika Birleşik Devletleri Hükümeti, onların

their inclusion in this paragraph with the authorities of the Turkish Government.

3. Residence documents to the members of the civilian component and the dependents described in paragraph 1 of this Agreement, as well as the dependents described in Article I, paragraph 1, sub-paragraph c, of the Agreement regarding the Status of NATO Forces, will be issued without fees, except for administrative expenses incurred in issuing the documents.

4. It is the agreed understanding of the Parties that reasonable quantities of provisions, supplies and other goods imported for the exclusive use of United States personnel, directly by special military agencies of the United States, such as post exchanges, commissaries, and officers' clubs, shall be accorded duty-free entry under the terms of Article XI, paragraph 4, of the aforesaid NATO Agreement in accordance with arrangements to be agreed with the appropriate Turkish authorities. It is understood that such provisions, supplies and other goods will be subject to agreed certification by an authorized United States official, and to inspection by Turkish customs for conformance with the certificates which shall be drawn up in accordance with the agreed arrangements mentioned above. It is further agreed that such special military agencies as post exchanges, commissaries, and officers' clubs will be permitted to operate at agreed locations without licenses, inspections or taxes and other charges. Categories of articles to be agreed between appropriate United States and Turkish authorities may be sold by these official United States military agencies only to authorized United States personnel. Administrative measures shall be taken by United States military authorities, in cooperation with the

da bu fıkraya ithäl edilmeleri hususunu Türkiye Hükümeti makamlariyle müzakere etmek arzusundadır.

3. Sivil unsur mensuplarına ve işbu Anlaşmanın 1.inci fıkrası ile NATO Kuvvetlerinin Statüsüne mütedair Sözleşme'nin I.inci maddesinin 1.inci fıkrasının (c) bendinde tärif olunan yakınlara, ikamet tezkereleri, bu tezkerelerin itäsı için yapılan idarî masraflar hariç, biläharç verilecektir.

4. Askerî mağazalar, kantinler, subay kulüpleri gibi Amerika Birleşik Devletlerinin özel askerî müesseseleri tarafından doğrudan doğruya ve münhasıran Amerika Birleşik Devletleri personelinin istimäli için hariçten getirtilecek mäkul miktarlarda erzak, maddeler ve diğer eşyanın, yukarıda mezkür NATO Sözleşmesinin XI.inci maddesinin 4.üncü fıkrasına müsteniden, ilgili Türk makamları ile kararlaştırılacak esaslar dahilinde, bilärüsum ithäli hususunda Taraflar arasında mutäbık kalınmıştır. Şurası mukarrerdir ki, bu erzak, maddeler ve diğer eşya, Amerika Birleşik Devletlerinin yetkili bir memuru tarafından, mutäbık kalınan şekilde tevsik olunacak ve yukarıda zikredilen esaslara tevfikan tanzim edilecek vesikalara uygunluğunu tahkik için Türk gümrüklerinin muayenesine täbi olacaktır. Kezälik, askerî mağazalar, kantinler, subay kulüpleri gibi, Amerika Birleşik Devletleri özel askerî müesseselerinin mutäbık kalınan mahallerde ruhsat, teftiş, vergi ve tekäliften muaf olarak faaliyette bulunmalarına müsaade edilmesi hususunda mutäbık kalınmıştır. Nev'ileri selähiyetli Türk ve Amerikan makamlarınca kararlaştırılacak maddeler, Amerika Birleşik Devletlerinin bu resmî müesseseleri tarafından yalnız, Amerika Birleşik Devletlerinin selähiyetli personeline satılabilecektir. İşbu madde hükümleri gereğince satılmış eşyanın, mezkür müesseselerden mübayaatta bulunmalarına müsaade edilmemiş olan şahıslara tekrar satılmasını veya herhangi bir surette devrini ve umumiyetle bu madde ile bahşedilen kolaylıkların suiistimälini önlemek için Amerika Birleşik Devletleri askerî makamları, selähiyetli Türk makamlariyle işbirliği yapmak suretiyle gerekli idarî tedbirleri alacaklardır.

appropriate Turkish authorities, to prevent the resale or transfer in any way of merchandise sold under the provisions of this paragraph to persons not entitled to purchase items from such agencies, and generally to prevent the abuse of the facilities provided for in this paragraph.

5. In the implementation of Article XI of the aforesaid NATO Agreement, with respect to the duty-free entry of personal and household effects, it is understood that the free importation of such effects will be permitted from two months prior to six months after the arrival of the individual concerned or of any of his dependents.

6. It is understood that sales of personal and household effects and automobiles, taking place between individuals entitled to customs-free entry, are not subject to Turkish taxes.

7. It is understood that in the case of any damages in Turkey, caused by persons referred to in paragraph 2 above who are not paid from appropriations made to the United States Department of Defense, which require, under the provisions of Article VIII of the aforesaid NATO Agreement, the payment of an amount in order to satisfy the claimant with respect to such damages, the Turkish Government shall pay such amount. Procedures with respect to the reimbursement to the Turkish Government of such amounts shall be the subject of special arrangements agreed between the two Governments.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Ankara, Turkey, in duplicate, in the English and Turkish languages, each of which shall be of equal authenticity, this twenty-third day of June, 1954.

For the Government of the United States of America	For the Government of the Republic of Turkey
Avra M. Warren [1]	F. Köprülü [2]
[SEAL]	[SEAL]

[1] Avra M. Warren.
[2] F. Köprülü.

5. Zâti eşya ile ev eşyasının gümrük resminden muaf olarak ithâli bakımından yukarıda mezkûr NATO Sözleşmesinin XI.inci maddesinin tatbikatında, bu gibi eşyanın, alâkalı şahsın veya yakınlarının muvasalatlarından iki ay evvelinden altı ay sonrasına kadar olan müddet zarfında bilârüsum ithâline müsaade edilmesi mukarrerdir.

6. Gümrük resmi muafiyetinden faydalanan şahıslar arasında vuku bulacak zâti eşya ile ev eşyasının ve otomobillerin satışları Türk vergilerine tâbi değildir.

7. Şurası mukarrerdir ki, yukarıdaki 2.inci fıkra şümûlüne giren ve maaş veya ücretleri Amerika Birleşik Devletleri Müdafaa Nezâretine tahsis olunmuş ödeneklerden tediye edilmeyen şahısların Türkiye'de iras edecekleri zarar ve hasar, bahsi geçen NATO Sözleşmesinin VIII.inci maddesinde tesbit edilen şartlar dahilinde, bu zarar ve hasar için tazminat talebinde bulunan şahsı tatmin edecek bir mebläğın tediyesini icab ettirdiği takdirde, Türkiye Hükûmeti bu gibi mebaliği ödeyecektir. Bu gibi mebaliğin Türkiye Hükûmetine iadesine müteallik usuller iki Hükûmet arasında hususî bir anlaşma mevzuu teşkil edecektir.

Yukarıdaki hususları tasdiken, iki Hükûmetin bu maksatla selâhiyettar kılınmış bulunan mümessilleri işbu Anlaşmayı imzalamışlardır.

Ankara'da, 1954 yılı Haziran ayının yirmi üçüncü gününde, her ikisi de aynı derecede muteber olmak üzere, Türkçe ve İngilizce lisanlarında iki nüsha olarak yapılmışdır.

Amerika Birleşik Devletleri
Hükûmeti adına:

Avra M. Warren

Türkiye Cümhuriyeti
Hükûmeti adına:

F. Köprülü

MINUTE OF UNDERSTANDING WITH RESPECT TO PARAGRAPH FOUR OF THE "AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY RELATIVE TO THE IMPLEMENTATION OF THE 'AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY, REGARDING THE STATUS OF THEIR FORCES' "

It is not the intention of the Turkish Government to prohibit the sale of articles normally sold through United States special military agencies.

A. M. W. K.

MINUTE OF UNDERSTANDING REGARDING PARAGRAPH 7 OF THE AGREEMENT BETWEEN THE REPUBLIC OF TURKEY AND THE UNITED STATES OF AMERICA RELATIVE TO THE IMPLEMENTATION OF THE "AGREEMENT BETWEEN THE PARTIES TO THE NORTH ATLANTIC TREATY REGARDING THE STATUS OF THEIR FORCES"

It is understood that the United States Government is able to accept responsibility for repayment only with respect to claims arising from the acts of employees paid from appropriated funds of the Department of Defense. With respect to claims arising from the acts of all other members of the civilian component it is understood that the United States will exercise its good offices to make satisfactory arrangements with the responsible entities for reimbursing the Turkish Government. However, the United States Government under existing laws can accept no financial liability with respect to the latter category of claims.

A. M. W. K.

TIAS 3021
May 17 and
Aug. 17, 1954

SURPLUS PROPERTY

Settlement of Obligation of the Federal Republic of Germany

Interim Agreement between the
UNITED STATES OF AMERICA and
the FEDERAL REPUBLIC OF GERMANY

- Effected by Exchange of Notes Dated at Washington May 17 and August 17, 1954
- Entered into force August 18, 1954

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

The Secretary of State presents his compliments to the Charge d'Affaires ad interim of the Diplomatic Mission of the Federal Republic of Germany and refers to the negotiations which commenced in Washington on February 19, 1954 at a Conference between representatives of the Government of the Federal Republic of Germany and the Government of the United States pursuant to Articles I and VII of the Agreement between the United States of America and the Federal Republic of Germany regarding the Settlement of the Obligation of the Federal Republic of Germany to the United States of America for Surplus Property Furnished Germany, signed at London on February 27, 1953.[1] These negotiations are for the purpose of reaching agreement, in accordance with Article VII of the Agreement, on the total amount to be deducted from the indebtedness of the Federal Republic to the United States specified in Article I of the Agreement in respect of claims for damages lodged by third parties against the Federal Republic or its agencies arising from the reacquisition of certain of the surplus property by the United States.

At the outset of the negotiations, consideration was given to determining the total number of third party claims which the Conference might be called upon to consider. The information available to representatives of both Governments was exchanged and it was agreed that the maximum number of claims involved was twenty-two. A list setting forth these claims for identification purposes, by number and by name, is attached.

The Conference undertook a careful review and study of the legal and factual basis of the individual claims, taking into account the assurances and explanations of the German representatives regarding German law, governmental procedures, and pertinent facts relating to the claims themselves and to the manner in which they have been and would be processed in Germany. While this review and study has included all of the twenty-two claims, it has been completed to the satisfaction of the Conference only with respect to claims C–1 through C–11 and C–19.

In the interest of fulfilling the obligations contained in Article VII of the Surplus Property Payment Agreement insofar as is possible at this time, the Government of the United States proposes an interim

[1] Treaties and Other International Acts Series 2797; 4 UST, pt. 1, p. 923.

agreement to provide for the final disposition of claims C–1 through C–11 and C–19, and for the orderly conduct of further studies of the remaining claims as may be required, in the following terms:

1. The United States Government will allow and the Government of the Federal Republic will accept a deduction of $2,350,000 effective January 1, 1953 from the indebtedness of the Federal Republic specified in Article I of the Surplus Property Payment Agreement of February 27, 1953 as full and final disposition and adjustment as between the two Governments in respect of claims C–1 through C–11 and C–19, as shown on the attached list, including any interest thereon and any other costs relating thereto.

2. The Government of the Federal Republic will undertake all further dealings with the claimants regarding claims C–1 through C–11 and C–19, including any disposition which may be made as to such claims; and the Federal Republic on behalf of itself and all persons subject to its jurisdiction hereby releases and discharges the United States, including its agencies and instrumentalities and all officers and employees thereof, from any and all claims and liabilities either now existing or hereafter arising in connection with transactions involved in these twelve claims, and will indemnify and hold harmless the United States with respect to any and all such claims and liabilities.

3. Representatives of the two Governments will cooperate in obtaining and assembling additional pertinent factual information regarding the remaining ten claims so that the review and study of these claims may be complete as promptly as possible. Thereafter, the negotiations will be resumed for the purpose of reaching agreement as to what additional amount is to be deducted in respect of such remaining ten claims from the indebtedness of the Federal Republic to the United States specified in Article I of the Surplus Property Payment Agreement.

If the Government of the Federal Republic of Germany is agreeable to the foregoing proposals the Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our respective Governments which shall enter into force on the date of the receipt of your note in reply.[1]

Enclosure:
List of Claims.

DEPARTMENT OF STATE,
Washington, May 17 1954

[1] Aug. 18, 1954.

NEGOTIATIONS BETWEEN THE UNITED STATES AND THE FEDERAL REPUBLIC OF GERMANY UNDER ARTICLES I AND VII OF THE SURPLUS PROPERTY PAYMENTS AGREEMENT

AGREED LIST OF CLAIMS FOR REFERENCE PURPOSES

C-1 Trucks and Spares
C-2 Metall-Chemie GmbH - Prop. Rudolf Buchmann
C-3 Kruger and Hoffmann
C-4 Karl Forster Kraftfahrzeug GmbH
C-5 ACMA GmbH (successor in interest to Sievert)
C-6 Paul Fabricant
C-7 Tauber and Schadendorf
C-8 Christian Schenchl
C-9 NORDAP, Kraftsfahrzeug GmbH
C-10 Bundesbahn (German Federal Railway)
C-11 ATEGE
C-12 ANSKA TRUST III (Binswagen Depot)
C-13 COGIMEX (Compagnie Generale d'Importation et d'Exportation)
C-14 Allied Equipment Company
C-15 William J. Lutes (U. S. Truck Sales)
C-16 David B. Kaplus
C-17 Oakland Truck Sales
C-18 Cuban Truck and Equipment Company
C-19 Testa (Cleveland)
C-20 Richard Kuhn
C-21 ANSKA TRUST I (automotive engines)
C-22 ANSKA TRUST II (Mannheim Depot)

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

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
1742–44 R STREET, NORTHWEST
WASHINGTON 9, D. C.

The Chargé d'Affaires ad interim of the Federal Republic of Germany presents his compliments to the Secretary of State and has the honor to acknowledge receipt of the Secretary of State's note of May 17, 1954 which reads as follows:

"The Secretary of State presents his compliments to the Charge d'Affaires ad interim of the Diplomatic Mission of the Federal Republic of Germany and refers to the negotiations which commenced in Washington on February 19, 1954 at a Conference between representatives of the Government of the Federal Republic of Germany and the Government of the United States pursuant to Articles I and VII of the Agreement between the United States of America and the Federal Republic of Germany regarding the Settlement of the Obligation of the Federal Republic of Germany to the United States of America for Surplus Property Furnished Germany, signed at London on February 27, 1953. These negotiations are for the purpose of reaching agreement, in accordance with Article VII of the Agreement, on the total amount to be deducted from the indebtedness of the Federal Republic to the United States specified in Article I of the Agreement in respect of claims for damages lodged by third parties against the Federal Republic or its agencies arising from the reacquisition of certain of the surplus property by the United States.

"At the outset of the negotiations, consideration was given to determining the total number of third party claims which the Conference might be called upon to consider. The information available to representatives of both Governments was exchanged and it was agreed that the maximum number of claims involved was twenty-two. A list setting forth these claims for identification purposes, by number and by name, is attached.

"The Conference undertook a careful review and study of the legal and factual basis of the individual claims, taking into account the assurances and explanations of the German representatives regarding German law, governmental procedures, and pertinent facts relating to the claims themselves and to the manner in which they have been and would be processed in Germany. While this review and study has included all of the twenty-two claims, it has been

completed to the satisfaction of the Conference only with respect to claims C–1 through C–11 and C–19.

"In the interest of fulfilling the obligations contained in Article VII of the Surplus Property Payment Agreement insofar as is possible at this time, the Government of the United States proposes an interim agreement to provide for the final disposition of claims C–1 through C–11 and C–19, and for the orderly conduct of further studies of the remaining claims as may be required, in the following terms:

"1. The United States Government will allow and the Government of the Federal Republic will accept a deduction of $2,350,000 effective January 1, 1953 from the indebtedness of the Federal Republic specified in Article I of the Surplus Property Payment Agreement of February 27, 1953 as full and final disposition and adjustment as between the two Governments in respect of claims C–1 through C–11 and C–19, as shown on the attached list, including any interest thereon and any other costs relating thereto.

"2. The Government of the Federal Republic will undertake all further dealings with the claimants regarding claims C–1 through C–11 and C–19, including any disposition which may be made as to such claims; and the Federal Republic on behalf of itself and all persons subject to its jurisdiction hereby releases and discharges the United States, including its agencies and instrumentalities and all officers and employees thereof, from any and all claims and liabilities either now existing or hereafter arising in connection with transactions involved in these twelve claims, and will indemnify and hold harmless the United States with respect to any and all such claims and liabilities.

"3. Representatives of the two Governments will cooperate in obtaining and assembling additional pertinent factual information regarding the remaining ten claims so that the review and study of these claims may be complete as promptly as possible. Thereafter, the negotiations will be resumed for the purpose of reaching agreement as to what additional amount is to be deducted in respect of such remaining ten claims from the indebtedness of the Federal Republic to the United States specified in Article I of the Surplus Property Payment Agreement.

"If the Government of the Federal Republic of Germany is agreeable to the foregoing proposals the Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our respec-

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tive Governments which shall enter into force on the date of the receipt of your note in reply."

On behalf of the Government of the Federal Republic of Germany the Chargé d'Affaires ad interim has the honor to inform the Secretary of State that the proposals set forth in his note of May 17, 1954 are acceptable and that the German Federal Government concurs with the further proposal that that note and this reply shall be considered as constituting an agreement between our respective Governments which shall enter into force on the date of the receipt of this reply by the Secretary of State.

WASHINGTON, D. C., *August 17, 1954.*

AIR TRANSPORT SERVICES

TIAS 3022
July 21, 1954

Agreement between the
UNITED STATES OF AMERICA
and SPAIN

Amending Agreement of December 2, 1944, as Amended

- **Effected by Exchange of Notes Signed at Washington July 21, 1954**
- **Entered into force July 21, 1954**

The Secretary of State to the Spanish Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jul 21 1954

EXCELLENCY:

I have the honor to refer to the civil aviation consultation which has taken place in Washington in May, June and July 1954 pursuant to Article IX of the Air Transport Services Agreement of December 2, 1944 [1] as amended, [2] between the United States of America and Spain. This consultation was concluded on July 14, 1954 with the Delegations of the United States and Spain having recommended to their respective Governments a revision of Article I (a) 2 of the Agreement of December 2, 1944, as amended, to be made effective by an exchange of diplomatic notes which should become an integral part of the aforementioned Agreement.

The Government of the United States is in accord with the recommendation of the Delegations and therefore agrees to the amendment of Article I (a) 2 of the Air Transport Services Agreement to read as follows:

"2. Spanish air carriers will be permitted to operate and pick up and discharge passengers, cargo and mail in international traffic at the following points within the territory under the jurisdiction of the United States of America, in operations over the following routes:

"*Route 1*

A route from Spain to New York via Lisbon and the Azores in both directions.

"*Route 2*

A route from Spain to San Juan, Puerto Rico, via Lisbon, the Azores and Bermuda, and Caracas in both directions and from San Juan to points beyond in the Caribbean area and the West Coast of South America in both directions.

"In addition, the aircraft of the air transport enterprise of Spain which are engaged in international air services will have the right to over-fly the territory of the United States as well

[1] Executive Agreement Series 432; 58 Stat. 1476.

[2] Treaties and Other International Acts Series 2131; 62 Stat., pt. 3, p. 4078; and TIAS 2132; 62 Stat., pt. 3, p. 4081.

as to make non-traffic stops at airports open to international traffic in the territory of the United States. The foregoing shall not restrict the right of the United States, for reasons of military necessity or public safety, to prohibit or otherwise restrict the aircraft of Spain from flying over certain areas in its territory, subject to the applicable provisions of Article VII below."

The United States Government agrees that the foregoing revision shall be embodied as an integral part of the Air Transport Services Agreement signed in Madrid December 2, 1944, as amended.

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

For the Secretary of State:
SAMUEL C. WAUGH

His Excellency
Señor Don JOSÉ FÉLIX DE LEQUERICA,
Ambassador of Spain.

The Spanish Ambassador to the Secretary of State

EMBAJADA DE ESPAÑA
WASHINGTON

21 DE JULIO DE 1954

SEÑOR SECRETARIO:

Tengo a honra referirme a las consultas que sobre aviación civil han tenido lugar en Washington durante los meses de Mayo, Junio y Julio de 1954, de acuerdo con el Artículo IX del Convenio relativo al funcionamiento de Servicios Internacionales de Transporte Aéreo entre España y los Estados Unidos de Norteamérica de 2 de Diciembre de 1944, posteriormente enmendado. Esta consulta fué concluída el 14 de Julio de 1954 entre las delegaciones de España y los Estados Unidos, habiendo recomendado a sus respectivos Gobiernos la revisión del Artículo I(a)2 del Acuerdo de 2 de Diciembre de 1944, posteriormente enmendado, para que se haga efectiva por medio de un canje de Notas que constituirá parte integrante del mencionado acuerdo.

El Gobierno de España está de acuerdo con la recomendación de las delegaciones y por lo tanto acepta enmendar el Artículo I(a)2 del Convenio relativo al funcionamiento de Servicios Internacionales de Transporte Aéreo que dirá lo siguiente:

"2.– Las empresas de transporte aéreo de España podrán funcionar y recoger y dejar viajeros, carga y correo en tráfico internacional en los puntos indicados a continuación, que estén dentro del

territorio sometido a la jurisdicción de los Estados Unidos de América, operando en las siguientes rutas:

"Ruta No. 1.– Ruta de España a Nueva York, vía Lisboa y Azores en ambas direcciones.

"Ruta No. 2.– Ruta de España a San Juan de Puerto Rico, vía Lisboa, Azores y Bermudas, y Caracas en ambas direcciones y desde San Juan de Puerto Rico a puntos mas allá en el área del Caribe y la Costa Occidental de Sudamérica en ambas direcciones.

"Además, las aeronaves de las empresas de transporte aéreo de España afectas a servicios aéreos internacionales, tendrán derecho a sobrevolar el territorio de los Estados Unidos, así como a efectuar escalas técnicas en los aeropuertos abiertos al tráfico internacional en el territorio de los Estados Unidos. Ello se entenderá sin perjuicio del derecho de los Estados Unidos, por razones de necesidad militar o seguridad pública, a prohibir o restringir de algún otro modo a las aeronaves españolas el vuelo sobre ciertas zonas de su territorio, de acuerdo con las disposiciones pertinentes del art. VII del presente Convenio."

El Gobierno español está conforme con que esta revisión sea incorporada y forme parte integrante del Convenio relativo al funcionamiento de Servicios Internacionales de Transporte Aéreo firmado en Madrid el 2 de Diciembre de 1944, posteriormente enmendado.

Aprovecho esta oportunidad para expresar a Vuestra Excelencia el testimonio de mi mas alta y distinguida consideración.

JOSÉ F. DE LEQUERICA

José Félix de Lequerica
Embajador

Excelentísimo Señor JOHN FOSTER DULLES
Secretario de Estado
Washington, D. C.

Translation

EMBASSY OF SPAIN
WASHINGTON

JULY 21, 1954

MR. SECRETARY:

I have the honor to refer to the civil aviation consultation which took place in Washington in May, June, and July 1954, pursuant to Article IX of the International Air Transport Services Agreement of December 2, 1944, between Spain and the United States of America,

as subsequently amended. This consultation was concluded on July 14, 1954, between the delegations of Spain and the United States, they having recommended to their respective Governments a revision of Article I (a) 2 of the agreement of December 2, 1944, as subsequently amended, to be made effective, by an exchange of notes which will constitute an integral part of the aforementioned agreement.

The Government of Spain is in accord with the recommendation of the delegations and therefore agrees to amend Article I (a) 2 of the International Air Transport Services Agreement to read as follows:

[For the English language text of the amendment, see *ante*, p. 1484.]

The Spanish Government agrees that this revision shall be embodied in and shall form an integral part of the International Air Transport Services Agreement signed in Madrid December 2, 1944, as subsequently amended.

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

JOSÉ F. DE LEQUERICA

José Félix de Lequerica
Ambassador

His Excellency
JOHN FOSTER DULLES,
Secretary of State,
Washington, D. C.

TIAS 3023
Apr. 21, 1954

TECHNICAL COOPERATION

Special Technical Services

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Signed at Addis Ababa April 21, 1954
- Entered into force April 21, 1954

AGREEMENT FOR SPECIAL TECHNICAL SERVICES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ETHIOPIA

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

Having entered into a General Agreement for Technical Cooperation, signed on behalf of the two Governments at Addis Ababa on June 16, 1951, [1] which makes provision for the execution of supplementary agreements for specific programs and projects to be carried on jointly by the two Governments; and

Desiring to set forth the conditions which will govern the furnishing of technical services for all those projects now in operation or hereafter to be instituted that do not come within the scope of program agreements dealing with particular fields of activity;

Have agreed as follows:

ARTICLE I. SPECIAL TECHNICAL SERVICES

1. The Government of the United States of America will make available to the Imperial Ethiopian Government, from time to time, when requested by the Imperial Ethiopian Government and agreed to by the Government of the United States of America, the services of technicians and specialists in any field of activity that is related to the economic development of Ethiopia and that is included within the scope of the technical cooperation program of the United States of America.

2. Technical service will be made available to the Imperial Ethiopian Government under this Agreement in those cases where the services requested and agreed to are not provided for in Program Agreements covering specific fields of program activity heretofore or hereafter entered into by the parties to this Agreement.

3. The obligations assumed by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration will secure the assistance of other agencies of the Government of the United States of America and of other public

[1] Treaties and Other International Acts Series 2271; 2 UST 1227.

and private agencies in discharging its obligations under this agreement.

4. The technicians and specialists made available to the Imperial Ethiopian Government under this Agreement, together with those made available under program agreements covering specific fields of program activity, will constitute the Technical Mission of the Administration in Ethiopia. The Technical Mission shall be headed by the Director, U.S. Operations Mission to Ethiopia (hereinafter referred to as the "Director"). The Director and other members of the Technical Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Imperial Ethiopian Government.

5. Every technician or specialist made available to the Imperial Ethiopian Government under paragraph 1 of this Article shall perform his services under the provisions of this Agreement and of the General Agreement for Technical Cooperation referred to above.

Article II. Project Operations

1. The work to be performed under this Agreement shall consist of a series of projects to be jointly planned and administered by the Director, or the principal technician in the field of activity involved when designated for this purpose by the Director, and the Minister of the Imperial Ethiopian Government at the head of the Ministry within whose field of responsibility the activity lies, or such other Representative as the Imperial Ethiopian Government may designate for this purpose (hereinafter referred to as the "Minister"). Each project shall be embodied in a written project agreement which shall be signed by the Director and the Minister, shall define the work to be done, shall make financial provision for all the costs of the project other than the salaries and expenses of the persons to be made available for the project by the administration, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Director and Minister, which shall provide a record of the work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. Specialists, technicians, and others in any field of activity that is related to the economic development of Ethiopia may be sent for training to the United States of America or elsewhere, as an activity to be carried on under the provisions of this Agreement and as a part of the training program of the Administration. The selection of the persons to be sent for such training, as well as the training activities

in which they shall participate, shall be determined jointly by the Director and the Minister.

4. The policies and procedures that are to govern the carrying out of projects under the Agreement, including the incurrence of obligations, the disbursement of and accounting for funds, the purchases, use, inventory, control and disposition of property, the appointment and discharge of personnel to be employed on the project and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Director and the Minister.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be signed by the Director and the Minister. The books and records relating to each project shall be open at all times for examination by the authorized representatives of the Government of the United States of America and the Imperial Ethiopian Government. The Director and the Minister shall render reports of the activities of each project to the two Governments at such intervals as may be appropriate, but not less frequently than annually in the case of any project that may continue in operation for more than one year.

6. Any power conferred in this Agreement upon either the Director or the Minister may be delegated by either of them to any of his respective assistants provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either to refer any matter directly to the other for discussion and decision.

Article III. Joint Contributions

1. The Government of the United States of America, except as may be otherwise provided in particular project agreements, will pay the salaries and other expenses of the specialists and technicians made available to the Imperial Ethiopian Government under this Agreement, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with activities under this Agreement.

2. In addition, the two Governments will make suitable provision in each project agreement executed under this Agreement for meeting all other costs anticipated for the particular project.

3. The Imperial Ethiopian Government may, at its own expense, pursuant to agreement between the Director and the Minister:

a. Appoint specialists and other personnel to collaborate with the members of the technical mission assigned by the Director to the particular project;

b. Make available such office space, office equipment and furnishings, materials, equipment, supplies, and services as it can provide;

c. Make available the general assistance of the other governmental agencies of the Imperial Ethiopian Government for carrying out such projects.

4. The projects to be undertaken under this Agreement may include cooperation with national, and local government agencies in Ethiopia, as well as with organizations of which the United States of America and Ethiopia are members. By agreement between the Director and the Minister, contributions of funds, property, service or facilities by any of such third parties may be accepted for use in effectuating any such project.

5. All materials, equipment and supplies acquired for any project carried on under this Agreement may be used for the purposes of that project or of any other project carried on hereunder. Any such materials, equipment and supplies remaining at the termination of any such project and not needed for the purpose of any other project hereunder shall be at the disposition of the Imperial Ethiopian Government.

Article IV. Rights and Exemptions

1. The Imperial Ethiopian Government agrees to extend to the Director and the Minister for the purpose of each project carried on under this Agreement, and to all personnel working under their supervision upon such projects, all rights and privileges which are generally enjoyed, under the laws, by agencies of the Imperial Ethiopian Government or by their personnel.

2. Supplies, equipment and materials contributed to any project under this Agreement by the Government of the United States of America, either directly or by contract between it and a public or private organization, shall be admitted into Ethiopia free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article IV shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for any project under this Agreement.

4. All personnel of the Government of the United States of America whether employed directly by it or under contract between it and a private or public organization, who are present in Ethiopia to perform work under this Agreement, and whose entrance into the country has been approved by the Imperial Ethiopian Government under Article I of this Agreement, shall be exempt from income and social security taxes levied under the laws of Ethiopia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from prop-

erty taxes or personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to Ethiopia shall furnish to the Minister of Foreign Affairs of Ethiopia the names of the personnel to whom the provisions of this paragraph are applicable.

ARTICLE V. ENTRY INTO FORCE AND DURATION

The Agreement may be referred to as the "Special Services Program Agreement". It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force through December 31, 1960, or until three months after either government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement shall be subject to the availability of appropriations to both parties for the purpose of this Agreement.

DONE at Addis Ababa this twenty-first day of April, Nineteen Hundred and Fifty Four.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JOSEPH SIMONSON
Ambassador of the United States of America

MARCUS J. GORDON
Director, United States Operations Mission to Ethiopia, Foreign Operations Administration

[SEAL]

FOR THE IMPERIAL ETHIOPIAN GOVERNMENT

H. ALEMAYEHOU
Vice Minister of Foreign Affairs

[SEAL]

TIAS 3024
May 10 and
June 1, 1954

TECHNICAL COOPERATION

Program of Education

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes
  Dated at Addis Ababa May 10 and
  June 1, 1954
- Entered into force June 1, 1954

The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 193

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government and has the honor to refer to the Embassy's Notes 152 of November 7, 1952, [1] and 250 of June 23, 1953, [2] and to the Ministry's replies No. 23/3-B/45 of November 7, 1952,[1] and 4916/24/45 of June 25, 1953, [2] in which our two Governments agreed to cooperate in a program of education.

The Government of the United States of America, being agreeable to the further continuation of this cooperative program, agrees to the following provisions with respect to the future operation of the program and with respect to the Joint Fund established therefor:

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The Vice Minister of Education of Ethiopia or his designee and the Director of the United States Operations Mission to Ethiopia or his designee shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate), which, at the time of conversion are applicable to the purchase of U.S. dollars for the respective purposes for which the U.S. dollars deposited to the credit of the Joint Fund are to be used.

[1] Treaties and Other International Acts Series 2728; 3 UST, pt. 4, p. 5286.
[2] TIAS 2804; 4 UST, pt. 2, p. 1451.

No funds shall be withdrawn from monies of the Joint Fund for any purposes except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies required for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

It is understood that subject to the availability of appropriations, the Ethiopian and United States Governments intend to make further contributions to continue this program and to initiate additional activities designed to carry out the purposes of this cooperative program. Such further contributions and additional activities may be authorized and agreed upon in operating agreements between the Vice Minister of Education and the Director of the U.S. Operations Mission to Ethiopia, who shall jointly determine the amounts of con-

tributions, program content, general policies and organizational requirements.

Such arrangements will be effective on the date of the Ministry's reply concurring herewith and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program.

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

J. S.

AMERICAN EMBASSY,
Addis Ababa, May 10, 1954.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

የኢትዮጵያ ፡ ንጉሠ ፡ ነገሥት ፡ መንግሥት ፡
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MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡ Addis Ababa, *June 1st, 1954*

No. 5758/26/46

The Ministry of Foreign Affairs of the Imperial Ethiopian Government present their compliments to the Embassy of the United States of America and have the honor to refer to the Embassy's Note No. 193 of May 10th, 1954, and to the exchanges of notes between our Governments dated November 7, 1952, and June 23 and June 25, 1953, which provided for a cooperative program of education.

The Ministry are pleased to communicate this agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note No. 193 of May 10th, 1954, namely:

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The Vice Minister of Education of Ethiopia or his designee and the Director of the United States Operations Mission to Ethiopia or his designee shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund may be maintained in such

bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate), which, at the time of conversion, are applicable to the purchase of U.S. dollars for the respective purposes for which the U.S. dollars deposited to the credit of the Joint Fund are to be used.

No funds shall be withdrawn from monies of the Joint Fund for any purposes except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of the cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective

contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies required for the cooperative program shall become the property of the Joint Fund and shall be used only in the futherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

It is understood that subject to the availability of appropriations, the Ethiopian and United States Governments intend to make further contributions to continue this program and to initiate additional activities designed to carry out the purposes of this cooperative program. Such further contributions and additional activities may be authorized and agreed upon in operating agreements between the Vice Minister of Education and the Director of the U.S. Operations Mission to Ethiopia, who shall jointly determine the amounts of contributions, program content, general policies and organizational requirements.

Such arrangements will be effective on the date of the Ministry's reply concurring herewith and shall remain in force through December 31, 1960, or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the program.

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassay the assurance of their high consideration.

EMBASSY OF THE UNITED STATES, [SEAL]
Addis Ababa.

TIAS 3025
Apr. 27 and
May 11, 1954

TECHNICAL COOPERATION

Water Resources Development Program

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes
  Dated at Addis Ababa April 27 and
  May 11, 1954
- Entered into force May 11, 1954

The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 186

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government and has the honor to refer to the Embassy's Notes 147 of June 23, 1952, [1] and 258 of June 27, 1953, [2] and to the Ministry's replies No. 4444/21/44 of June 24, 1952, [1] and No. 97/3B/45 of June 30, 1953, [2] in which our two Governments agreed to cooperate in a program for the study of the water resources of Ethiopia and the preparation of plans for the development thereof, and to extend this program to include a project for demonstration and teaching techniques of drilling wells in Ethiopia.

The Government of the United States of America, being agreeable to the further continuation of this cooperative program, agrees to the following provisions with respect to the future operation of the program and with respect to the Joint Fund established therefor:

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The Minister of Commerce and Industry of Ethiopia or his designee and the Director of the United States Operations Mission to Ethiopia or his designee shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U. S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U. S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U. S. dollars for

[1] Treaties and Other International Acts Series 2662; 3 UST, pt. 4, p. 4893.
[2] TIAS 2814; 4 UST, pt. 2, p. 1524.

the respective purposes for which the U. S. dollars deposited to the credit of the Joint Fund are to be used.

No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies required for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

It is understood that, subject to availability of appropriations, the Ethiopian and United States Governments intend to make further contributions to continue this activity and to initiate additional activities designed to carry out the purposes of this cooperative program. Such additional activities may be authorized in operating agreements between the Minister of Commerce and Industry and the Director,

U. S. Operations Mission, who shall jointly determine the amounts of contributions, program content, general policies and organizational requirements.

This arrangement will be effective for a further period of two years from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement whichever is earlier; subject, however, to the availability of appropriations for this purpose for the period subsequent to June 30, 1954.

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

J. S.

AMERICAN EMBASSY,
Addis Ababa, April 27, 1954.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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MINISTRY OF FOREIGN AFFAIRS

No. 4563/26/46

አዲስ ፡ አበባ ፡ Addis Ababa, *11th May, 1954.–*

The Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note N° 186 of April 27, 1954, in which reference is made to the Embassy's Notes N° 147 of June 23, 1952, and N° 258 of June 27, 1953 and to the Ministry's replies N° 4444/21/44 of June 24, 1952 and N° 97/3B/45 of June 30, 1953, in which our two Governments agreed to cooperate in a program for the study of water resources of Ethiopia and the preparation of plans for the development thereof, and to extend this program to include a project for demonstration and teaching techniques of drilling wells in Ethiopia.

The Ministry have to communicate the agreement of the Imperial Ethiopian Government to the terms of the Note under reference, that is that:

The Government of the United States of America, being agreeable to the further continuation of this cooperative program, agrees to the following provisions with respect to the future operation of the program and with respect to the Joint Fund established therefor:

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The Minister of Commerce and Industry or his designee and the Director of the United States Operations Mission to Ethiopia or his designee shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purpose of this cooperative program.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed upon by the two Governments but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U.S. dollars deposited to the credit of the Joint Fund are to be used.

No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a completion memorandum shall be drawn up and signed by the Co-Directors, which shall

provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain enexpended and unobligated on the termination of this cooperative program, shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies required for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

It is understood that, subject to availability of appropriations, the Ethiopian and the United States Governments intend to make further contributions to continue this activity and to initiate additional activities designed to carry our the purposes of this cooperative program. Such additional activities may be authorized in operating agreements between the Minister of Commerce and Industry and the Director, U.S. Operations Mission who shall jointly determine the amounts of contributions, program content general policies and organizational requirements.

This agreement will be effective for a further period of two years from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement whichever is earlier; subject, however, to the availability of appropriations for this purpose for the period subsequent to June 30, 1954.

The Ministry of Foreign Affairs of the Imperial Ethiopian Government avail themselves of this opportunity to renew to the Embassy of the United States of America the assurance of their high consideration.

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa.

TIAS 3026
May 18 and
June 12, 1954

TECHNICAL COOPERATION

Application to Eritrea

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes
  Dated at Addis Ababa May 18 and
  June 12, 1954
- Entered into force June 12, 1954

The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 229

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government and has the honor to refer to the Embassy's Note 227 of December 24, 1952, and to the Ministry's replies No. 39/3–B/45 of December 24, 1952 and 59–3–B/45 of March 30, 1953 [1] in which our two governments agreed to an extension of the technical cooperation program to Eritrea, and to make initial equal contributions for carrying out the purposes of the agreement.

The Government of the United States of America being agreeable to continuing the extension of the program, agrees at this time to make available an additional contribution of $80,000 (Eighty Thousand Dollars) in the currency of the United States for expenditure in Eritrea to defray in part the cost of jointly approved projects, providing the Imperial Ethiopian Government similarly expresses its willingness to make an additional contribution for this purpose of $200,000 (Two Hundred Thousand Dollars) in the currency of Ethiopia.

In the continuation of this program it is agreed that the following provisions will govern the future operation of the program and the administration of the Joint Fund herein established for the financing of the program.

Contributions of both governments shall be deposited in a Joint Fund to be designated "The Technical Cooperation Service Joint Fund for Eritrea". The Vice Minister of Commerce and Industry of Ethiopia, or his designee, acting as the representative of the Imperial Ethiopian Government and the Director of the United States Operations Mission to Ethiopia, or his designee, shall serve as Co-Directors of the Joint Fund. In implementing the program the Co-Directors will make funds available from the Joint Fund as needed to the representatives of our governments, designated to carry out the program in Eritrea, when specific projects and project budgets recommended by the designated representatives, are approved by the Co-Directors.

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The monies of the Joint Fund may be deposited in any such bank or banks as the Co-Directors shall select and shall be avail-

[1] Treaties and Other International Acts Series 2802; 4 UST, pt. 2, p. 1443.

able only for the purposes of this cooperative program. Funds contributed by either government shall be available for disbursement from the Joint Fund only to the extent that an equal amount has been pledged and deposited by the other government.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U.S. dollars for the respective purposes for which the U.S. dollars deposited to the credit of the Joint Fund are to be used.

No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issusnce of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time,

be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

This arrangement will be effective for a period of one year from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement whichever is earlier; subject, however, to the availability of appropriations for this purpose for the period subsequent to June 30, 1954.

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

AMERICAN EMBASSY,
Addis Ababa, May 18, 1954.

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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MINISTRY OF FOREIGN AFFAIRS

No. 4994/26/46

አዲስ ፡ አበባ ፡ Addis Ababa, *June 12th, 1954.*

The Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to refer to the Embassy's Note No. 229 of May 18th, 1954, in which reference is made to the Embassy's Note No. 227 of December 24th, 1952, and to the Ministry's replies No 39/3–B/45 of December 24, 1952 and No 59/3–B/45 of March 30th, 1953, in which our two governments agreed to an extension of the technical cooperation program to Eritrea,

and to make initial contributions for carrying out the purposes of this agreement.

The Ministry are pleased to communicate this agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note No. 229 of May 18th, 1954, namely:

The Government of the United States of America being agreeable to continuing the extension of the program, agrees at this time to make available an additional contribution of $80,000 (Eighty Thousand Dollars) in the currency of the United States for expenditure in Eritrea to defray in part the cost of jointly approved projects, providing the Imperial Ethiopian Government similarly expresses its willingness to make an additional contribution for this purpose of $200,000 (Two Hundred Thousand Dollars) in the currency of Ethiopia.

In the continuation of this program it is agreed that the following provisions will govern the future operation of the program and the administration of the Joint Fund herein established for the financing of the program.

Contributions of both governments shall be deposited in a Joint Fund to be designated "The Technical Cooperation Service Joint Fund for Eritrea". The Vice Minister of Commerce and Industry of Ethiopia, or his designee, acting as the representative of the Imperial Ethiopian Government and the Director of the United States Operations Mission to Ethiopia, or his designee, shall serve as Co-Directors of the Joint Fund. In implementing the program the Co-Directors will make funds available from the Joint Fund as needed to the representatives of our governments, designated to carry out the program in Eritrea, when specific projects and project budgets recommended by the designated representatives, are approved by the Co-Directors.

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The monies of the Joint Fund may be deposited in any such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program. Funds contributed by either government shall be available for disbursement from the Joint Fund only to the extent that an equal amount has been pledged and deposited by the other government.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U.S. dollars for commercial transactions in Ethiopia. If

there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of U.S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U.S. dollars for the respective purposes for which the U.S. dollars deposited to the credit of the Joint Fund are to be used.

No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

This arrangement will be effective for one year from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement whichever is earlier; subject, however, to the availability of appropriations for this purpose for the period subsequent to June 30, 1954.

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassy of the United States of America the assurance of their high consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa.

TECHNICAL COOPERATION

TIAS 3027
May 18 and
June 12, 1954

Vocational and Industrial Crafts Program

Agreement between the
UNITED STATES OF AMERICA
and ETHIOPIA

- Effected by Exchange of Notes Dated at Addis Ababa May 18 and June 12, 1954
- Entered into force June 12, 1954

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The American Embassy to the Ethiopian Ministry of Foreign Affairs

No. 230

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Imperial Ethiopian Government of Ethiopia, and has the honor to refer to the Embassy's Note 152 of November 7, 1952 and to the Ministry's reply No. 23/3-B/45 of November 7, 1952 [1] in which our two governments agreed to cooperate in a program of training in vocational and industrial crafts and to establish a Joint Fund for the improvement and expansion of Her Imperial Majesty's Handicraft School in Addis Ababa as the first activity to be undertaken pursuant to the Agreement.

The Government of the United States of America and the Imperial Ethiopian Government, in addition to the obligations which they have already agreed to assume in the Exchanges of Notes referred to above, agree to make additional cash contributions to be deposited in a "Vocational and Industrial Crafts Joint Fund". This Joint Fund shall supersede the "Joint Handicraft School Fund" previously established and, on the last day of the Western calendar month during which this Agreement becomes effective will succeed to all of the assets and assume all of the liabilities of the previously established "Joint Handicraft School Fund".

The Vice Minister of Commerce and Industry of the Imperial Ethiopian Government, or his designee, as the representative of the Imperial Ethiopian Government, and the Director of the U.S. Operations Mission to Ethiopia, or his designee, shall serve as Co-Directors of the Joint Fund.

The Co-Directors are authorized to enter into operating agreements to continue existing activities, to initiate additional activities in the program of training in vocational and industrial crafts and to appropriate monies from the Joint Fund for such approved activities or projects.

The amount of the cash contributions to be deposited in the Joint Fund by the two governments in their respective currencies shall be fixed in the operating agreements, herein authorized, to be entered into by the Co-Directors.

A program of work and a budget for each authorized activity or project shall be approved by the Co-Directors and all books and rec-

[1] Treaties and Other International Acts Series 2728; 3 UST, pt. 4, p. 5286.

ords relating to the operation of the cooperative program shall be open at all times for inspection and audit by authorized representatives of the two governments. An annual report of the activities and finances of each project and other periodic or special reports shall be prepared as required by the Co-Directors.

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The monies of the Joint Fund may be deposited in any such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program. No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U. S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more rates that are not unlawful for the purchase of U. S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U. S. dollars for the respective purposes for which the U. S. dollars deposited to the credit of the Joint Fund are to be used.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the

expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies for the cooperative program shall become the property of the Joint Fund and shall be used only in the futherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

Interest received on monies of the Joint Fund, revenues from sales or from rendering of any service of whatever nature or source shall be devoted to the carrying out of the program and shall not be credited against the contributions of the respective governments.

This arrangement will be effective for a period of three years from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement, whichever is earlier; subject, however to the availability of appropriations for this purpose for the period subsequent to 30th June, 1954.

The Embassy avails itself of this opportunity to renew to the Ministry the assurance of its highest consideration.

AMERICAN EMBASSY,
Addis Ababa, May 18, 1954

The Ethiopian Ministry of Foreign Affairs to the American Embassy

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MINISTRY OF FOREIGN AFFAIRS

አዲስ ፡ አበባ ፡ Addis Ababa. *June 12th, 1954*

No. 5626/26/46

The Ministry of Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to

refer to the Embassy's Note No. 230 of May 18th, 1954 in which reference is made to the Embassy's Note No. 152 of November 7th, 1952 to the Ministry's reply Note No. 23/3–B/45 of November 7th, 1952 in which our two governments agreed to cooperate in a program of training in vocational and industrial crafts and to establish a Joint Fund for the improvement and expansion of Her Imperial Majesty's Handicraft School in Addis Ababa as the first activity to be undertaken pursuant to the Agreement.

The Ministry are pleased to communicate this agreement of the Imperial Ethiopian Government to the terms of the Embassy's Note No. 230 of May 18th, 1954, namely:

The Government of the United States of America and the Imperial Ethiopian Government, in addition to the obligations which they have already agreed to assume in the Exchanges of Notes referred to above, agree to make additional cash contributions to be deposited in a "Vocational and Industrial Crafts Joint Fund". This Joint Fund shall supersede the "Joint Handicraft School Fund" previously established and, on the last day of the Western calendar month during which this Agreement becomes effective will succeed to all of the assets and assume all of the liabilities of the previously established "Joint Handicraft School Fund".

The Vice Minister of Commerce and Industry of the Imperial Ethiopian Government, or his designee, as the representative of the Imperial Ethiopian Government, and the Director of the U. S. Operations Mission to Ethiopia, or his designee, shall serve as Co-Directors of the Joint Fund.

The Co-Directors are authorized to enter into operating agreements to continue existing activities, to initiate additional activities in the program of training in vocational and industrial crafts and to appropriate monies from the Joint Fund for such approved activities or projects.

The amount of the cash contributions to be deposited in the Joint Fund by the two governments in their respective currencies shall be fixed in the operating agreements, herein authorized, to be entered into by the Co-Directors.

A program of work and a budget for each authorized activity or project shall be approved by the Co-Directors and all books and records relating to the operation of the cooperative program shall be open at all times for inspection and audit by authorized representatives of the two governments. An annual report of the activities and finances of each project and other periodic or special reports shall be prepared as required by the Co-Directors.

The Joint Fund shall serve as an agency of the Imperial Ethiopian Government. The monies of the Joint Fund may be deposited in any such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this cooperative program. No funds shall be withdrawn from monies of the Joint Fund for any purpose except by issuance of a check or other sutiable withdrawal document signed by both Co-Directors of the Joint Fund. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Joint Fund any monies which it shall pay out from the Joint Fund on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors.

Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into Ethiopian dollars at the par value for the Ethiopian dollar agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of U. S. dollars for commercial transactions in Ethiopia. If there is no such agreed par value or if there are two or more rates that are not unlawful for the purchase of U. S. dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion, are applicable to the purchase of U. S. dollars for the respective purposes for which the U. S. dollars deposited to the credit of the Joint Fund are to be used.

It is understood that the two Governments will establish procedures whereby the Imperial Ethiopian Government will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Imperial Ethiopian Government is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of work done, the objective sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

Any funds of the Joint Fund which remain unexpended and unobligated on the termination of this cooperative program shall, unless otherwise agreed upon in writing by the parties hereto at that time,

be returned to the parties hereto in the proportion of the respective contributions made or to be made by the Government of the United States of America and the Imperial Ethiopian Government for this cooperative program.

All materials, equipment, and supplies for the cooperative program shall become the property of the Joint Fund and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Imperial Ethiopian Government.

Interest received on monies of the Joint Fund, revenues from sales or from rendering of any service of whatever nature or source shall be devoted to the carrying out of the program and shall not be credited against the contributions of the respective governments.

This arrangement will be effective for a period of three years from the date of the Ministry's reply concurring herein or until sixty days after either Government has informed the other in writing of its intention to terminate this arrangement, whichever is earlier; subject, however, to the availability of appropriations for this purpose for the period subsequent to 30th June, 1954.

The Ministry of Foreign Affairs avail themselves of this opportunity to renew to the Embassy of the United States of America the assurance of their high consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Addis Ababa

TIAS 3028
Jan. 7, 31,
1935

CONSULAR OFFICERS

Free Entry Privileges

Agreement between the
UNITED STATES OF AMERICA
and PANAMA

- **Effected by Exchange of Notes**
  Signed at Panamá January 7 and 31, 1935
- **Entered into force January 31, 1935**

The American Minister to the Panamanian Secretary for Foreign Affairs

No. 307 PANAMA, *January 7, 1935.*

EXCELLENCY:

I have the honor to inform Your Excellency that the American Government would view with favor an arrangement for the extension of the free importation privilege on a basis of reciprocity, to American consular officers assigned to Panama and Panamanian consular officers assigned to the United States.

It is proposed that, in addition to the free entry of baggage and effects upon arrival and return to their posts in the United States after visits abroad, which Panamanian consular officers already enjoy, such officers who are Panamanian nationals and not engaged in any private occupation for gain, and their families, on a basis of reciprocity would be accorded the privilege of importing free of duty articles for their personal or family use at any time during their official residence, on the understanding that no article the importation of which is prohibited by the laws of the United States should be imported by them.

The arrangement would likewise provide that American consular officers who are nationals of the United States and not engaged in any private occupation for gain, and their families, would be accorded in Panama the privileges as set forth above.

I beg to express the confidence that Your Excellency will be good enough to favor the Legation with your views on this subject.

Accept, Excellency, the renewed assurance of my most distinguished consideration.

ANTONIO C. GONZALEZ

His Excellency
Señor doctor don J. D. AROSEMENA,
Secretary for Foreign Affairs.

The Panamanian Secretary for Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTRO DE RELACIONES EXTERIORES
DEPARTAMENTO CONSULAR

D C N° 151

PANAMÁ, *31 de enero de 1935.*

HONORABLE SEÑOR:

Cúmpleme referirme a la atenta nota número 307 de 7 de los corrientes, de esa Legacion, en la cual se sugiere la conveniencia de conceder a los funcionarios consulares panameños en en Estados Unidos, y a los de este país en Panamá, exoneración del pago de derechos de introducción sobre los artículos que reciban, mientras desempeñen sus funciones oficiales.

Es para mí motivo de sincera satisfacción poder expresar a Vuestra Señoría que la sugestión del Gobierno americano ha sido favorablemente acogida por el Gobierno de Panamá, y que, en consecuencia, el Despacho a mi cargo acepta llegar a un arreglo que permita a los funcionarios consulares americanos residentes en Panamá, que sean nacionales de los Estados Unidos, y a los funcionarios consulares de Panamá acreditados en Norte América, que sean ciudadanos panameños, importar libremente, sin pagar derecho alguno, en los países donde residen, toda clase de artículos para su uso personal o de sus familias, siempre y cuando que no se dediquen a negocios con fines de lucro y que no introduzcan artículos cuya importación esté prohibida por las leyes de Panamá o de los Estados Unidos, respectivamente.

Reitero a Vuestra Señoría las expresiones de mi más alta y distinguida consideración.

J D AROSEMENA

J. D. Arosemena,
Secretario de Relaciones Exteriores.

Su Señoría
LA ENCARGADO DE NEGOCIOS A. I.
DE LOS ESTADOS UNIDOS DE NORTE AMÉRICA,
Ciudad.

Translation

MINISTRY OF FOREIGN AFFAIRS
CONSULAR DEPARTMENT

D C No. 151

PANAMÁ, *January 31, 1935.*

SIR:

I refer to your Legation's courteous note No. 307 of January 7 suggesting the desirability of according to Panamanian consular officers in the United States and to those of your country in Panama exemption from the payment of import duties on articles received by them while exercising their official functions.

It gives me great pleasure to inform you that the suggestion of the Government of the United States has been viewed with favor by the Government of Panama, and that, consequently, the Office of which I am head agrees to enter into an arrangement permitting American consular officers residing in Panama who are United States nationals, and consular officers of Panama accredited to the United States, who are Panamanian citizens, to import in unlimited amounts, free of duty, into the countries where they reside, any class of articles for their personal or family use, if and when they are not engaged in any occupation for gain and are not importing any article the importation of which is prohibited by the laws of Panama or the United States, respectively.

I renew to you the assurances of my highest and most distinguished consideration.

J D AROSEMENA

J. D. Arosemena,
Secretary for Foreign Affairs.

THE CHARGÉ D'AFFAIRES AD INTERIM
OF THE UNITED STATES OF AMERICA,
City.

TIAS 3029
July 7, 1954

MUTUAL DEFENSE ASSISTANCE

Disposition of Surplus Equipment and Materials

Memorandum of Understanding
and Exchange of Notes between the
UNITED STATES OF AMERICA
and LUXEMBOURG

Implementing Agreement of
January 8, 1952

- Signed at Luxembourg July 7, 1954
- Entered into force July 7, 1954

MEMORANDUM OF UNDERSTANDING

between the United States of America and the Grand Duchy of Luxembourg
relating to the disposal of redistributable and excess property
furnished in connection with the Mutual Defense Assistance Program

--------: --------

ARRANGEMENT

entre les Etats-Unis d'Amérique et le Grand-Duché de Luxembourg
sur l'Aide pour la Défense Mutuelle excédentaire et redistribuable

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

Being parties to the Mutual Defense Assistance Agreement signed at Washington on January 27, 1950,[1] as amended by the notes exchanged between the two Governments on January 8, 1952;[2]

Desiring to implement Article 2 of the notes of January 8, 1952;

Have agreed as follows:

1. The Government of Luxembourg will report to the United States Military Assistance Advisory Group such equipment and materials furnished under end item programs as are no longer required in the furtherance of the Mutual Defense Assistance Program for Luxembourg.

2. The Government of the United States of America may accept title to such equipment and materials for transfer to a third country or for such other disposition as may be determined by the Government of the United States of America.

3. When title is accepted by the Government of the United States of America, such equipment and materials will be delivered free on board inland carrier at a shipping point in the Grand Duchy of Luxembourg designated by the United States Military Assistance Advisory Group.

4. The equipment and materials mentioned in the preceding paragraphs will be returned to the Government of the United States of America in the state in which they are found at the moment of restitution, without the Government of Luxembourg being responsible for their rehabilitation.

5. Such equipment and materials may not, after being returned to the Government of the United States of America, be sold on the Luxembourg market without the prior assent of the Government of Luxembourg

6. Such equipment and materials reported as no longer required in the Mutual Defense Assistance Program for Luxembourg and as not accepted by the Government of the United States of America for redistribution or return will be disposed of as agreed between the two Governments.

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[1] Treaties and Other International Acts Series 2014; 1 UST 69.
[2] TIAS 2614; 3 UST, pt. 4, p. 4627.

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement luxembourgeois,

Etant parties à l'Accord sur l'Aide pour la Défense Mutuelle signé à Washington le 27 janvier 1950, modifié par l'échange de notes entre les deux Gouvernements en date du 8 janvier 1952;

Désireux d'exécuter l'article 2 des notes du 8 janvier 1952;

Sont convenus de ce qui suit:

1. Le Gouvernement luxembourgeois communiquera au Groupe consultatif d'Assistance Militaire des Etats-Unis (M.A.A.G.), un relevé de l'équipement et du matériel fournis dans le cadre des programmes de livraison d'équipement et dont il n'a plus besoin pour la réalisation du Programme d'Aide pour la Défense Mutuelle pour le Luxembourg.

2. Le Gouvernement des Etats-Unis pourra reprendre cet équipement et ce matériel pour les livrer à un tiers pays ou pour en disposer à son gré.

3. Si le Gouvernement des Etats-Unis reprend cet équipement et ce matériel, ceux-ci seront rendus "free on board" du moyen de transport intérieur au point d'embarquement au Grand-Duché de Luxembourg à désigner par le M.A.A.G.

4. L'équipement et le matériel visés aux paragraphes qui précèdent seront remis au Gouvernement des Etats-Unis dans l'état où ils se trouvent au moment de leur restitution sans que le Gouvernement luxembourgeois puisse être engagé à leur remise en état.

5. Cet équipement et ce matériel ne pourront - après leur restitution au Gouvernement américain - être mis en vente sur le marché luxembourgeois sans l'assentiment préalable du Gouvernement luxembourgeois.

6. L'équipement et le matériel que le Gouvernement luxembourgeois aura indiqués comme n'étant plus nécessaires à la réalisation du Programme d'Aide pour la Défense Mutuelle et qui ne sera pas repris par le Gouvernement des Etats-Unis pour redistribution ou pour retour, recevront une affectation à convenir entre le Gouvernement luxembourgeois et celui des Etats-Unis.

7. Any salvage or scrap from equipment and materials furnished under the Mutual Defense Assistance Agreement shall be reported to the Government of the United States of America in accordance with Paragraph 1 above and shall be disposed of in accordance with Paragraphs 2 and 3. Salvage or scrap which is not accepted by the United States of America will be used to support the defense effort of Luxembourg or other countries to whom military assistance is being furnished by the United States of America or will be disposed of as agreed between the two Governments.

8. This Agreement shall come into force upon signature.

In witness whereof the representatives of the two Governments, duly authorized for the purpose, have signed this Memorandum of Understanding.

Done in Luxembourg, in two originals, in the English and French languages, both texts being equally authoritative.

The 7th of July 1954

For the Government of the United States of America:

WILEY T BUCHANAN Jr

For the Government of the Grand Duchy of Luxembourg:

BECH

7. L'existence de tout matériel de récupération ou mitraille provenant d'équipement ou de matériel fourni dans le cadre de l'Accord d'Aide Mutuelle sera portée à la connaissance du Gouvernement des Etats-Unis, conformément au paragraphe 1 du présent Arrangement. Ce surplus et mitraille sera utilisé conformément aux paragraphes 2 et 3 dudit Arrangement. Tout matériel de récupération ou mitraille qui ne sera pas accepté par le Gouvernement des Etats-Unis sera utilisé pour soutenir l'effort de défense du Luxembourg ou d'autres pays auxquels les Etats-Unis accordent leur aide militaire, ou bien recevra une affectation à convenir entre les deux Gouvernements.

8. Le présent Arrangement entrera en vigueur au moment de sa signature.

En foi de quoi, les représentants des deux Gouvernements, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Luxembourg, en deux exemplaires, en anglais et en français, les deux textes faisant également foi.

Le 7 juillet 1954

Pour le Gouvernement des Etats-Unis d'Amérique:	Pour le Gouvernement du Grand-Duché de Luxembourg:
WILEY T BUCHANAN Jr	BECH

[SEAL]

The American Minister to the Luxembourg Minister of Foreign Affairs

AMERICAN LEGATION,
Luxembourg, July 7, 1954.

No. 1

EXCELLENCY:

I have the honor to refer to the Memorandum of Understanding Relating to the Disposal of Redistributable and Excess MDAP Property which we have signed today on behalf of our respective Governments.

The Government of the United States considers that the provisions of Paragraph (1) of the Memorandum of Understanding do not preclude the United States Military Assistance Advisory Group from approaching the Government of Luxembourg with respect to equipment and materials which come to the attention of MAAG as eligible for return under Paragraph (2) of the agreement effected by the exchange of notes on January 8, 1952.

Your Excellency's concurrence in the statements contained in this letter will be appreciated.

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

WILEY T. BUCHANAN, JR.

His Excellency
JOSEPH BECH,
Minister of Foreign Affairs for the
Grand Duchy of Luxembourg.

The Luxembourg Minister of Foreign Affairs to the American Minister

MINISTÈRE
DES AFFAIRES ETRANGÈRES

15.11.1.

LUXEMBOURG, *le 7 juillet 1954*

MONSIEUR LE MINISTRE,

J'ai l'honneur de me référer à l'Arrangement sur l'Aide pour la Défense Mutuelle Excédentaire et Redistribuable que nous avons signé aujourd'hui au nom de nos Gouvernements respectifs ainsi qu'à la lettre de Votre Excellence relative audit Arrangement.

Le Gouvernement luxembourgeois considère que les dispositions du paragraphe (1) de l'Arrangement n'empêchent pas le Groupe Consultatif d'Assistance Militaire des Etats-Unis (MAAG) d'approcher le Gouvernement luxembourgeois au sujet de l'équipement et du matériel qui ont été portés à son attention comme pouvant être retournés au Gouvernement des Etats-Unis aux termes du paragraphe 2 de l'Accord conclu par l'Echange de notes du 8 janvier 1952.

Je saisis cette occasion, Monsieur le Ministre, pour renouveler à Votre Excellence les assurances de ma haute considération.

Ministre d'Etat,
Président du Gouvernement,
Ministre des Affaires Etrangères.
BECH

Son Excellence
Monsieur WILEY T. BUCHANAN, JR.
Ministre des Etats-Unis d'Amérique
Luxembourg

Translation

MINISTRY
OF FOREIGN AFFAIRS

15.11.1. LUXEMBOURG, *July 7, 1954*

MR. MINISTER,

I have the honor to refer to the Arrangement Relating to Excess and Redistributable Mutual Defense Assistance which we signed today in the name of our respective Governments, as well as to Your Excellency's note relating to the said arrangement.

The Luxembourg Government considers that the provisions of paragraph (1) of the arrangement do not preclude the United States Military Assistance Advisory Group (MAAG) from approaching the Luxembourg Government with respect to equipment and material which have been brought to its attention as eligible for return to the Government of the United States under paragraph (2) of the agreement effected by the exchange of notes of January 8, 1952.

I avail myself of this occasion, Mr Minister, to renew to Your Excellency the assurances of my high consideration.

Minister of State,
President of the Government,
Minister of Foreign Affairs.
BECH

His Excellency
WILEY T BUCHANAN, Jr.,
Minister of the United States
of America,
Luxembourg.

RELIEF SUPPLIES AND EQUIPMENT

TIAS 3030
Apr. 29 and
May 29, 1954

Duty-Free Entry and Exemption From Internal Taxation

Agreement between the
UNITED STATES OF AMERICA
and AFGHANISTAN

- Effected by Exchange of Notes Dated at Kabul April 29 and May 29, 1954
- Entered into force May 29, 1954

The American Embassy to the Afghan Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 729

The Embassy of the United States of America presents its compliments to the Royal Afghan Ministry of Foreign Affairs and has the honor to submit herein a proposed agreement which, if approved by the Royal Afghan Government, would permit the United States Government to pay the ocean freight costs of certain goods (as specified in Article 2 of the agreement) which might at some time or from time to time be sent to Afghanistan by voluntary, nonprofit relief and rehabilitation agencies in the United States pursuant to agreements between such agencies and the Royal Afghan Government.

Agreements of the type proposed below have already been concluded with the Governments of India, Pakistan, Lebanon and Iran, as well as with several European governments.

The Embassy wishes to point out to the Royal Ministry that acceptance of this agreement entails no obligation on the part of the United States Government to supply any of the goods covered by the agreement. Whether such goods will be sent to Afghanistan will depend entirely on agreements between the Royal Afghan Government and the voluntary, nonprofit agencies.

The text of the proposed agreement is as follows:

1. The Royal Government of Afghanistan shall accord duty-free entry into Afghanistan, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Afghanistan which have been or hereafter shall be approved by the Royal Government of Afghanistan.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief and rehabilitation supplies and equipment in support

of projects of health, sanitation, education and recreation, agriculture and promotion of small self-help industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both Governments for the purpose of carrying out operations under this agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Pakistan and Afghanistan to the ultimate beneficiary will be borne by the Royal Government of Afghanistan.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Royal Government of Afghanistan, and this agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Royal Government of Afghanistan.

The Embassy has the honor to propose that, if these understandings meet with the approval of the Royal Afghan Government, this note and the Royal Ministry's note in reply constitute an agreement between the two Governments.

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

C. J. L.

AMERICAN EMBASSY,
Kabul, April 29, 1954.

The Afghan Ministry of Foreign Affairs to the American Embassy

د خارجی دچارو وزارت
د (قنصلیت)
د (اقتصادی) عاملګه

نمبر ۵۰۸

جنه ۳/۸ مبلغت ۱۳۳۳

مل

یادداشت

وزارت امور خارجه دولت پادشاهی افغانستان تعارفات خویش را بسفارت کبرای امریکا تقدیم نموده بجواب یادداشت نمبر ۷۲۹ مورخه ۲۹ اپریل ۱۹۵۴ اعزازاً تذکر میدهد.

حکومت شاهی افغانستان حسب توضیح متن یادداشت فوق الذکر سفارت کبرای محترم به مفهوم مراد آن موافقت خود را اظهار میدارد.

در خاتمه اعتبارات فائقه یی

ROYAL GOVERNMENT OF AFGHANISTAN
MINISTRY OF FOREIGN AFFAIRS

سفارت کبرای امریکا در کابل

Translation

MINISTRY OF FOREIGN AFFAIRS
OFFICE OF FOREIGN AFFAIRS
DIVISION OF ECONOMICS

No. 508

(3/8/1333)
MAY 29, 1954

NOTE

The Ministry of Foreign Affairs of the Royal State of Afghanistan presents its compliments to the Embassy of the United States of America and in reply to note No. 729 of April 29, 1954, respectfully states:

The Royal Government of Afghanistan declares that it agrees to the understanding of the contents as explained in the text of the aforementioned note of the Embassy.

In conclusion, we pay our highest respects.

[SEAL]

EMBASSY OF THE
UNITED STATES OF AMERICA,
Kabul.

TIAS 3031
June 18, 30, 1954

UNITED STATES EDUCATIONAL COMMISSION FOR FRANCE

Agreement between the
UNITED STATES OF AMERICA
and FRANCE

Amending Agreement of
October 22, 1948

- Effected by Exchange of Notes
  Dated at Paris June 18 and 30, 1954
- Entered into force June 30, 1954

The American Embassy to the French Ministry of Foreign Affairs

435

The American Embassy presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Agreement between the governments of the French Republic and the United States of America, establishing a program of educational exchange between the two countries, which was signed at Paris on October 22, 1948.[1]

Article 9 of this agreement provides that the Secretary of State of the United States of America will make available for expenditure, as authorized by the Commission established by the said agreement, currency of the Government of the French Republic in an amount not to exceed the equivalent of five million dollars. Of the funds originally provided under the terms of this agreement, there now remains a balance of the equivalent of $770,200 available to the United States Government for expenditure during the academic year 1954–1955. Since the execution of the program which has been drawn up and approved for the 1954–55 academic year will require the expenditure of the franc equivalent of $1,000,000, the remaining funds are insufficient for the coming academic year.

Pursuant to the terms of paragraph 5 of the Memorandum of Understanding between the two governments signed on May 28, 1946, regarding the settlement of Lend-Lease, Reciprocal Aid, Surplus War Property and Claims, [2] of which paragraph 5 provides for the payment by the Government of the French Republic of up to the equivalent of $10,000,000 in francs, which may be used for the educational exchange program, the Embassy has the honor to propose to the Ministry that the existing agreement be amended to provide that under the terms of Paragraph 5, the Government of the French Republic will make available for this purpose the sum of the equivalent in francs of $229,800. This sum plus $770,200 will enable the French Government to complete payment before the end of the calendar year 1954 of the equivalent of $1,000,000, necessary for the successful execution of the educational exchange program during the academic year 1954–55. The sum specified in Article 9 of the agreement of October 22, 1948 shall be increased to provide for the making available

[1] Treaties and Other International Acts Series 1877; 62 Stat., pt. 3, p. 3625.
[2] TIAS 1928; 61 Stat., pt. 4, p. 4176.

for expenditure as authorized by the Commission of additional funds as provided for herein.

If the government of the French Republic agrees to the above proposal the Embassy has the honor to propose that this note together with the Ministry's reply in that sense shall constitute an agreement between their respective governments.

The Embassy takes this opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest regards.

RPJ

June 18, 1954

MINISTÈRE DES AFFAIRES ETRANGÈRES
Paris

The French Ministry of Foreign Affairs to the American Embassy

MJB/ah

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

DIRECTION DES RELATIONS CULTURELLES
Service de l'Enseignement
et
des Oeuvres.

LIBERTÉ · ÉGALITÉ · FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

RC.3.1

PARIS, *le*

Le Ministère des Affaires Etrangères—Direction des Relations Culturelles—présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Paris et a l'honneur d'accuser réception de sa note en date du 18 juin 1954 relative au dégagement, dans le cadre du Memorandum d'Accord du 28 mai 1946, d'un crédit en francs équivalent à 229.800 dollars nécessaire à la réalisation du programme d'échanges universitaires entre les deux pays prévu pour l'année universitaire 1954–1955, en vertu de l'Accord signé à Paris le 22 octobre 1948.

Le Ministère des Affaires Etrangères soucieux d'assurer une bonne exécution du programme élaboré pour l'année scolaire visée, a l'honneur d'informer l'Ambassade des Etats-Unis d'Amérique que le Gouvernement Français prendra les dispositions nécessaires pour qu'une somme en francs équivalent à 229.800 dollars soit ajoutée au versement prévu par l'Accord du 22 octobre 1948 qui prévoyait la mise à la disposition des autorités américaines d'une somme en francs équivalent à cinq millions de dollars.

Le Gouvernement de la République Française estime qu'un échange de note à ce sujet équivaudra à un accord entre les deux Gouverne-

ments, modifiant sur ce point l'article 9 de la Convention du 22 octobre 1948.

Le Ministère des Affaires Etrangères souligne à ce sujet l'intérêt qui s'attache à ce que les sommes restant disponibles sur le crédit global de dix millions de dollars soit employées au financement d'un programme d'échanges universitaires analogue à celui qui, mis en oeuvre en vertu de la Convention du 22 octobre 1948, s'est révélé extrêmement profitable à la compréhension entre les deux pays.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis les assurances de sa haute considération./.

MB

PARIS, *le 30 juin 1954.*

AMBASSADE DES ETATS-UNIS D'AMERIQUE
à Paris

Translation

MJB/ah

MINISTRY
OF
FOREIGN AFFAIRS

OFFICE OF CULTURAL RELATIONS

Education
and
Welfare Service.

LIBERTY · EQUALITY · FRATERNITY

FRENCH REPUBLIC

RC.3.1

PARIS,

The Office of Cultural Relations of the Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America in Paris and has the honor to acknowledge the receipt of its note of June 18, 1954, regarding the provision, pursuant to the Memorandum of Understanding of May 28, 1946, of the amount of francs equivalent to 229,800 dollars necessary for carrying out the program of educational exchange between the two countries provided for the 1954–55 academic year under the agreement signed in Paris on October 22, 1948.

The Ministry of Foreign Affairs, desirous of ensuring the successful execution of the program for the academic year under reference, has the honor to inform the Embassy of the United States of America that the French Government will make the necessary arrangements to have the amount of francs equivalent to 229,800 dollars added to

the payment specified in the agreement of October 22, 1948, which provided for the making available to the American authorities of the amount of francs equivalent to five million dollars.

The Government of the French Republic understands that an exchange of notes on this matter will constitute an agreement between the two Governments amending article 9 of the agreement of October 22, 1948.

In this connection the Ministry of Foreign Affairs emphasizes the desirability of having the unencumbered balances in the total credit of ten million dollars used to finance an educational exchange program similar to the one carried out under the agreement of October 22, 1948, which proved extremely helpful in promoting understanding between the two countries.

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

PARIS, *June 30, 1954.*

EMBASSY OF THE UNITED STATES OF AMERICA
Paris

DOUBLE TAXATION

TIAS 3032
Aug. 3, 19,
1954

Taxes on Estates of Deceased Persons

Understanding between the
UNITED STATES OF AMERICA
and GREECE

Regarding Clerical Errors in
Convention of February 20, 1950

- Effected by Exchange of Notes
  Dated at Athens August 3 and 19, 1954

The American Embassy to the Greek Ministry for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 27

The Embassy of the United States of America presents its compliments to the Royal Ministry for Foreign Affairs and has the honor to refer to the convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons, which was signed at Athens on February 20, 1950, [1] and which was brought into force by the exchange of instruments of ratification on December 30, 1953.

Under instructions from the Secretary of State of the United States, the Embassy has the honor to invite attention to the fact that it has been discovered, in connection with administrative measures affecting the convention above-mentioned, that certain words of substantive importance were omitted from the English text as signed at Athens.

The signed original which was received by the United States Government contains in the English text of paragraph (2) of Article VI the following words *inter alia:*

> "each State shall allow against its tax a credit for the part of the tax purposes by both States" et cetera.

That text should read, in accord with the text agreed upon prior to signature, as follows:

> "each State shall allow against its tax a credit for the part of the tax imposed by the other State with respect to property included for tax purposes by both States" et cetera.

It will be observed that the words omitted from the signed text are "tax imposed by the other State with respect to property included for".

Apart from the fact that the provision has no sensible meaning without such words, it is evident that the omission was inadvertent because

[1] Treaties and Other International Acts Series 2901; *ante*, p. 12.

the corresponding Greek text includes the substance of those omitted words.

Attention is invited also to two other omissions, as follows:

In the first line of paragraph (1) of Article X, the word "shall" was omitted after the word "case". The text should read, "In no case shall the provisions" et cetera. The corresponding Greek text is accurate.

In the seventh line of Article XII of the English text as signed, the word "of" was omitted after the word "either". The text should read *inter alia* "if he is not a citizen or subject of either of the Contracting States" et cetera. The corresponding Greek text is accurate.

It will be observed that the final paragraph of the convention provides that both the English and Greek texts shall have equal authenticity.

For administrative reasons, it is desirable that there be documentary evidence of the concurrence of the two Governments that the words, as indicated above, were inadvertently omitted from the English text of the signed original of the convention received by the United States Government; specifically, that the words "tax imposed by the other State with respect to property included for" belong in Article VI (2) as indicated, that the word "shall" belongs in Article X (1) as indicated, and that the word "of" belongs in Article XII as indicated.

The same concurrence would, of course, apply with respect to the English text of the signed original retained by the Greek Government if it should be found that the same words were omitted therefrom.

The United States Government will consider this note, together with a concurring note from the Greek Government, as adequate evidence of the concurrency of the two Governments with respect to this matter.

The Embassy avails itself of this occasion to renew to the Royal Ministry of Foreign Affairs the assurances of its highest consideration.

CEB

AMERICAN EMBASSY,
Athens, August 3, 1954.

To the
ROYAL MINISTRY FOR FOREIGN AFFAIRS,
Athens.

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The Greek Ministry for Foreign Affairs to the American Embassy

ROYAL MINISTRY
FOR FOREIGN AFFAIRS

DEPARTMENT OF ECONOMIC AFFAIRS
N° 8678

NOTE VERBALE

The Royal Ministry for 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 of August 31, [1] 1954, relating to the omission of certain words from the English text of the convention between the Kingdom of Greece and the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons, which was signed at Athens on February 20, 1950, and which was brought into force by the exchange of instruments of ratification on December 30, 1953.

The words "tax imposed by the other State with respect to property included for" belong in the English text of Article VI (2), the word "shall" belongs in the English text of Article X (1), and the word "of" belongs in the English text of Article XII, as indicated in the above mentioned Note. These words were omitted inadvertently from the signed original of the convention which was received by the United States Government.

The same words were omitted from the English text of the signed original of the convention retained by the Greek Government and it is understood that those words belong in such text to correspond to the Greek text of the same provision.

It is understood that the Embassy's note and this reply are considered to be adequate evidence of the concurrence of the two Governments with respect to this matter.

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

ATHENS, *August 19, 1954*

[SEAL]

To the EMBASSY
OF THE UNITED STATES OF AMERICA
Athens

[1] Should read "August 3."

RELIEF SUPPLIES AND EQUIPMENT

TIAS 3033
June 3, 16, 1954

Duty-Free Entry and Exemption From Internal Taxation

Agreement between the
UNITED STATES OF AMERICA
and BOLIVIA

- Effected by Exchange of Notes
  Signed at La Paz June 3 and 16, 1954
- Entered into force June 16, 1954

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

EMBASSY OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
La Paz, June 3, 1954.

No. 154

EXCELLENCY:

I have the honor to bring to the attention of Your Excellency's Government that the United States has for some years furthered the humanitarian activities of American voluntary relief and rehabilitation agencies by reimbursing ocean freight costs on relief shipments to certain countries. Eligible agencies are those registered with the Advisory Committee on Voluntary Foreign Aid, which Committee and its functions were transferred from the Department of State to the Foreign Operations Administration on July 1, 1953. However, before expending funds appropriated by Congress for reimbursing ocean freight costs on relief shipments to certain countries, an agreement must be entered into with the receiving country providing for duty-free entry of supplies and inland transportation to the point of ultimate distribution by the receiving government.

In order to carry out the agreement, the following points are brought to the attention of Your Excellency's Government:

1. The Government of Bolivia shall accord duty-free entry into Bolivia, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Bolivia which have been or hereafter shall be approved by the Government of Bolivia.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief and rehabilitation supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small self-help industries, but shall not include

tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Bolivia to the ultimate beneficiary will be borne by the Government of Bolivia.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Bolivia, and this agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Bolivia.

I have the honor to propose that, if these understandings meet with the approval of the Government of Bolivia, this note and Your Excellency's note in reply constitute an agreement between our two Governments.

EDWARD J. SPARKS

His Excellency
WALTER GUEVARA ARZE,
Minister of Foreign Affairs and Worship
of the Republic of Bolivia.

The Bolivian Minister of Foreign Affairs and Worship to the American Chargé d'Affaires ad interim

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

No. O. I. 368.- LA PAZ, *16 de junio de 1954*

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de referirme a la atenta nota de Vuestra Señoría No. 154, fechada el 3 del presente mes, poniendo en mi conocimiento que, desde hace algunos años, los Estados Unidos han fomentado las

actividades humanitarias de socorro y rehabilitación, mediante el reembolso del costo de los fletes marítimos pagados por los suministros gratuitos de artículos destinados a ciertos países.

Estoy informado, igualmente, que las Agencias designadas para el objeto anteriormente indicado, son aquellas que se encuentran inscritas en el Consejo Consultivo de Ayuda Voluntaria al Extranjero, el mismo que en fecha 1° de julio de 1953, ha sido transferido del Departamento de Estado a la Administración de Operaciones en el Exterior. Para proceder a efectuar los desembolsos de referencia, deberá celebrarse un Convenio con el Gobierno del beneficiado, el cual otorgará la liberación de derechos de los abastecimientos que se introduzcan y el pago del transporte interno, hasta el punto final de distribución en el país respectivo.

Este Despacho, sobre el particular, expresa a Vuestra Señoría, su conformidad con las siguientes claúsulas:

1. Que el Gobierno de Bolivia, otorgará la internación a su territorio, libre de derechos aduaneros e impuestos, a los suministros de efectos aprobados por el Gobierno de Vuestra Señoría, que sean donados o adquiridos por Agencias voluntarias idóneas, sin fines lucrativos, para socorro y rehabilitación, de conformidad con la reglamentación del Gobierno de los Estados Unidos y consignados a las mencionadas organizaciones, incluyendo las sucursales de estas Agencias en Bolivia, que hubieran sido y, en adelante, fueran aprobadas por el Supremo Gobierno.

2. Tales suministros, podrán incluir los tipos de efectos que llenen los requisitos necesarios para gozar de subvención de flete, en conformidad con la Reglamentación vigente en los Estados Unidos, como artículos básicos esenciales para la alimentación, abrigo, y medicinas, abastecimientos de socorro y rehabilitación, equipos previstos en concordancia con proyectos de salubridad, sanidad, educación y recreo, agrícolas y promoción de pequeñas industrias manual y artesanía, excluyendo tabaco, cigarros, cigarrillos, bebidas alcohólicas y artículos para el uso personal de los representantes de aquellas Agencias estadounidenses, establecidas en Bolivia.

3. La franquicia de derechos de importación y exportación, como también la exención de gravámenes internos, será igualmente extensiva a los abastecimientos y equipo importados por organismos aprobados por ambos gobiernos, para la ejecución de las operaciones especificadas en el presente Convenio. Se deja establecido, que tales abastecimientos y equipo, no incluirán items de uso personal de los representantes de las Agencias.

4. El costo de transporte de los mencionados abastecimientos y equipo, incluyendo gastos de puerto, manipulación, almacenaje, trans-

porte y otros semejantes, desde los puertos de desembarque hasta el último destino beneficiario, será por cuenta del Gobierno de Bolivia.

5. Los abastecimientos proporcionados por las Agencias voluntarias, deberán ser consideradas como adicionales al racionamiento diario a que tienen derecho con carácter individual.

6. Las organizaciones citadas que funcionan en aplicación del presente Convenio, podrán celebrar arreglos complementarios con el Gobierno de Bolivia, no pudiendo interpretarse que dichos acuerdos, derogan a ninguno de los beneficios obtenidos por cualquiera de tales organizaciones, mediante estipulaciones vigentes con el Gobierno de la Nación.

En consecuencia, me es grato expresar a Vuestra Señoría que el Gobierno de Bolivia está de perfecto acuerdo con el Gobierno de los Estados Unidos de América, en sentido de que las claúsulas consignadas en la nota No. 154 de 3 del mes en curso, y la presente respuesta, formalizan el presente Convenio entre nuestros dos países, a partir de la presente fecha.

W GUEVARA ARZE

A Su Señoría EDWARD J. ROWELL,
Encargado de Negocios a. i.
de los Estados Unidos de América,
Presente.

Translation

REPUBLIC OF BOLIVIA

MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. O. I. 368.- LA PAZ, *June 16, 1954*

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your courteous note No. 154, dated the 3d of this month, bringing to my attention that the United States has for some years furthered humanitarian relief and rehabilitation activities by reimbursing ocean freight costs on free supplies of articles for certain countries.

I have also been informed that the agencies designated for the abovementioned purpose are those registered with the Advisory Committee on Voluntary Foreign Aid, which was transferred from the Department of State to the Foreign Operations Administration on July 1, 1953. Before making the expenditures in question, an agreement must be entered into with the receiving Government, providing for duty-free

entry of supplies and payment of inland transportation to the ultimate point of distribution in the country in reference.

This communication on the matter expresses to you agreement on the following clauses:

1. The Government of Bolivia will accord, duty-free, tax-free entry into its territory of supplies of goods approved by your Government, donated or purchased by eligible voluntary, nonprofit relief and rehabilitation agencies under United States Government Regulations and consigned to such organizations, including branches of these agencies in Bolivia which have been or hereafter shall be approved by the Government of Bolivia.

2. Such supplies may include goods of types qualified for freight subsidy under existing United States Regulations, such as basic necessities of food, clothing, and medicines, relief and rehabilitation supplies, equipment provided for under projects of health, sanitation, education, and recreation, agriculture and promotion of small manual and craft industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of representatives of such United States agencies established in Bolivia.

3. Duty-free importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this agreement. It is understood that such supplies and equipment shall not include items for the personal use of representatives of the agencies.

4. The cost of transporting such supplies and equipment (including port, handling, storage, transportation, and other similar charges) from the ports of debarkation to the ultimate beneficiary will be borne by the Government of Bolivia.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to the rations to which they are entitled as individuals.

6. The aforementioned organizations operating under this agreement may enter into additional arrangements with the Government of Bolivia, and these agreements shall not be construed to derogate from any of the benefits obtained by any such organization in existing agreements with the Government of Bolivia.

Consequently, I am happy to inform you that the Bolivian Government is in perfect accord with the Government of the United States of America that the clauses set forth in note No. 154 of June 3 and the

present reply constitute the present agreement between our two countries, effective from today.

W GUEVARA ARZE

Mr. EDWARD J. ROWELL,
Chargé d'Affaires ad interim
of the United States of America,
City.

TIAS 3034
July 30, 1954

DEFENSE

Offshore Procurement Program

Agreement between the
UNITED STATES OF AMERICA
and GREECE

- Effected by Exchange of Notes
  Signed at Athens July 30, 1954
- Entered into force July 30, 1954

The American Ambassador to the Greek Minister of Foreign Affairs

AMERICAN EMBASSY,
Athens, July 30, 1954.

EXCELLENCY:

I have the honor to refer to recent conversations concerning a Memorandum of Understanding in regard to the basic principles and policies governing the operation in Greece of the United States Offshore Procurement Program and to my letter to you of July 9 on the same subject.

This memorandum and copies of my letter are enclosed and I shall appreciate your confirmation, in reply to this note, that the policies, procedures, and interpretations set forth in the enclosures are acceptable to the Government of Greece.

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

CAVENDISH W. CANNON

Enclosures (in triplicate)
1) Memorandum of Understanding
2) Letter of July 9, 1954

His Excellency
STEPHAN STEPHANOPOULOS
Minister of Foreign Affairs

MEMORANDUM OF UNDERSTANDING

The basic principles and policies governing the operation in Greece of the United States Offshore Procurement Program are set forth in the following Memoranda of Understanding exchanged between the Government of the United States and the Government of Greece:

a) Memoranda of Understanding on Inspection and Acceptance Testing, Security, and Temporary Storage, acceptance of which was confirmed by the Royal Ministry of Foreign Affairs in Note Verbal No. 1614 of December 17, 1952 and by the American Embassy in its Note No. 219 of December 24, 1952; [1]

b) Memorandum of Understanding Re Implementation of the Common Defense Program and Any and All Foreign Aid Programs of the United States, Concerning Privileges, Immunities and Exemptions from Taxes or Other Levies and Charges, acceptance of which was effected by an exchange of notes between the Royal Ministry of Foreign Affairs and the American Embassy on February 4, 1953.[2]

It is desirable to establish within the framework of the aforementioned Memoranda certain interpretive and procedural understandings concerning the operation of the Offshore Procurement Program in Greece.

At the time the aforementioned Memoranda of Understanding were exchanged, the nature of the operation of the Offshore Procurement Program in Greece was such as to make unnecessary detailed references to contracts between the Government of the United States and the Government of Greece (as distinct from contracts between the Government of the United States and private manufacturers). It is recognized that certain eventualities are now contemplated which will make it desirable in the mutual interest of the two governments that contracts be entered into directly between the Governments, although in suitable cases contracts will continue to be placed with private contractors. Procurement of a type which requires a high degree of supervision and control by the Government of Greece may be better adapted to the Government-to-Government form of contract, even though the manufacturing process might not actually be conducted in an establishment operated by the Government of Greece.

In the event that such a contract is entered into by the two governments, it is agreed that no profit of any nature will be made by the

[1] Treaties and Other International Acts Series 2738.
[2] TIAS 2775; 4 UST, p. 166.

Government of Greece. It is recognized, however, that even though no allowance for profit is to be included in any contract price quoted by the Government of Greece, a profit may be inadvertently realized in the event that expenditures of the Government of Greece under the contract prove to be less than the total contract price; therefore, the Government of Greece agrees to determine whether it has in fact realized any such profit, in which event, or in the event that the United States Government considers that such profit may have been realized, the Government of Greece will enter into conversations with the United States Government for the purpose of determining the existence and the amount of such profit. During these conversations, the United States Government shall have access to such information as may be helpful. In the computation of profits hereunder, the government-to-government contracts shall be taken collectively, and net gains and losses resulting from fluctuations in exchange rates shall be taken into consideration. If it is established that a profit has in fact been realized by the Government of Greece on such contracts, the amount of the profit shall be refunded to the United States Government under arrangements and procedures to be agreed upon between the two governments. Such computation shall cover the period ending December 31, 1956 and/or such later periods as may be agreed to by the Governments.

Standard clauses for use in such Government-to-Government contracts shall, to the extent appropriate, be in the form set forth in the attached Model Contract. Additional clauses may be included as appropriate in particular contracts.

With respect to the Offshore Procurement Program in general, it is understood that the undertaking of the Government of Greece to facilitate the Offshore Procurement Program includes extending to offshore procurement contractors and subcontractors similar benefits and aids to those accorded to defense contractors and subcontractors of the Government of Greece. Such aids and benefits include not less than equal priorities with respect to materials, manpower, and credit arrangements. Exchange control, import, export or other licenses required to implement the Offshore Procurement Program will be granted and expedited.

Material classified by the United States Government to be made available to a contractor or subcontractor will not be delivered to the contractor or subcontractor directly but will be delivered to the appropriate Ministry of the Greek Government. That Ministry will transmit the material to the contractor or subcontractor under such procedures as will assure the same protection as would be afforded to Greek material or data of equivalent classification. Upon such trans-

mittal the criminal laws, regulations, and other sanctions of the Greek Government respecting security shall apply.

The Government of Greece agrees that it will not permit any material or data classified by the United States and received by the Government of Greece for purposes of offshore procurement contracting, or end items made with the assistance thereof, to be made available to any person, organization or Government without the permission of the United States Government.

Contract No_____

NEGOTIATED CONTRACT for the Procurement of Supplies,
Services, and Materials in _____

The contract is entered into pursuant to the provisions of Section 2(c)(1) of the Armed Services Procurement Act of 1947, as amended (41 U.S. Code 151 et seq.) and other applicable law.

Funds Chargeable:_____

Amount of Contract:_____

Fiscal Officer:_____

PAYMENT: to be made in United States Dollars

by_____

at_____

to_____

This contract is entered into this_____day of_____ 19___ by and between the United States of America (hereinafter called the United States Government) represented by the Contracting Officer executing this contract and the _____ (hereinafter called the_____Government) represented by _____.

This contract is executed subject to the agreement and conditions included in the Memorandum of Understanding between the United States Government and the _____Government relating to procurement of supplies, services and materials dated_____.

The parties hereto agree that the _____Government shall furnish and deliver all of the supplies and perform all the services set forth in the Schedule for the consideration stated therein.

Schedule Page 1 of _____pages

SCHEDULE

Item No.	Supplies or Services	Quantity (Number of Units)	Unit	Unit Price Excl taxes	Amount Excl taxes
		TOTAL CONTRACT PRICE EXCL TAXES:			

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under-Secretary, or any Assistant Secretary of the United States Military Department concerned; and the term "his duly authorized representative" means any person or persons (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) The term "United States Government" means the United States of America.

(d) The term "_____ Government" means the _____ or any officer duly authorized to act on behalf of the _____Government in relation to this contract.

(e) Except as otherwise provided in this contract, the term "subcontracts" means any agreement, contract, subcontract, or purchase order made by the _____Government with any contractor in fulfillment of any part of this contract, and any agreements, contracts, subcontracts or purchase orders thereunder.

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2. CHANGES

The Contracting Officer may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the _____ Government for adjustment under this clause must be asserted within thirty days from the date of receipt by the _____ Government of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Nothing in this clause shall excuse the _____Government from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor has been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been

caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) Adequate inspection and test of all supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) to insure conformity with drawings, designs and specifications of the contract shall be effected by the _____ _____Government.

(b) The _____Government will furnish a certificate or certificates stating that the inspection has been made and that all supplies, services or materials covered by the certificate meet all requirements of the schedules, drawings and designs and specifications of the contract.

(c) United States Government representatives shall have the right to verify the certifications and to verify that (1) the end items conform to standards and to drawings, designs and specifications and (2) the quantity of end items specified is delivered. United States representatives will notify the appropriate _____Government representatives when they intend to conduct inspections and such inspections will, insofar as feasible, be conducted promptly.

(d) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected in place, as requested by the Contracting Officer,

by and at the expense of the _____Government promptly after notice, and shall not again be tendered for acceptance unless the former tender and either the rejection or requirement for correction is disclosed.

(1) The _____Government will provide and require their contractors and subcontractors to provide to the United States Government inspectors, without additional charge to the United States Government, reasonable facilities and assistance for the safety and convenience of the United States Government representatives in the performance of their duties. Final acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the _____Government from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the United States Government therefor.

(2) The inspection and test by the United States Government of any supplies or lots thereof does not relieve the _____Government from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to final acceptance. Except as otherwise provided in this contract, final acceptance shall be conclusive except as regards latent defects.

(3) The _____ Government shall provide and maintain an inspection system acceptable to the United States Government covering the supplies hereunder. Records of all inspection work by the _____ Government shall be kept complete and available to the United States Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (1) the _____ Government shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and (2) the _____ Government shall bear all risks as to rejected supplies after notice of rejection.

7. TERMINATION

(a) The performance of work under this contract may be terminated by the United States Government in accordance with this clause in whole, or, from time to time, in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the United States Government. Any such termination shall be effected by delivery to the _____ _____ Government of a Notice of Termination specifying to the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the _____ Government shall (1) stop work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the United States Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the _____ Government under the orders

and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title and deliver to the United States Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the United States Government; (7) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in provision (6) of this paragraph, provided, however, that the _____Government (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the United States Government to the _____Government under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; (8) complete performance of such part of the work as shall not have been terminated by

the Notice of Termination; and (9) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the _____ Government and in which the United States Government has or may acquire an interest. At any time after expiration of the plant clearance period, as defined in Section VIII, Armed Services Procurement Regulation, as it may be amended from time to time, the _____Government may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the _____Government shall submit to the Contracting Officer its termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than two years from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the _____Government made in writing within such

two-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such two-year period or any extension thereof. Upon failure of the _____Government to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the _____Government by reason of the termination and shall thereupon pay to the _____Government the amount so determined.

(d) Subject to the provisions of paragraph (c), the _____Government and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the _____Government by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the _____ Government shall be paid the agreed amount.

(e) Any determination of costs under paragraph (c) hereof shall be governed by the Statement of Principles for Consideration of Costs set forth in Part 4 of Section VIII of the Armed Services Procurement Regulation, as in effect on the date of this contract.

(f) In arriving at the amount due the _____ Government under this clause there shall be deducted (1) all unliquidated payments on account theretofore made to the _____Government, (2) any claim which the United States Government may have against the _____Government in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials supplies, or other things acquired by the _____Government or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the United States Government.

(g) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the _____Government may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(h) Upon notification to the United States Government by the _____Government that the _____Government is precluded from performing the contract in accordance with its terms and conditions due to circumstances beyond its control the two Governments will consult with a view toward negotiating an amendment to this contract. If the two Governments cannot agree to an amendment extending the time of performance or otherwise modifying the contract so as to enable the _____Government to perform it, the United States Government may terminate this contract by reason of the inability of the _____Government to perform it. Such termination shall be without cost to the United States Government and without liability of either Government to the other; provided that the parties hereto may agree upon the transfer to the United States Government of any or all of the property of the types referred to in paragraph (b)(6) above, in which event the United States Government will pay to the _____ Government (i) the price provided in the contract for items completed in accordance with the contract requirements, and (ii) a price mutually agreed upon for other items.

(i) Unless otherwise provided for in this contract, or by applicable statute, the _____Government, from the effective date of termination and for a period of six

years after final settlement under this contract, shall preserve and make available to the United States Government at all reasonable times at the office of the _____Government but without direct charge to the United States Government, all its books, records, documents, and other evidence bearing on the costs and expenses of the _____ Government under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

8. TAXES

(a) The contract prices, including the prices in subcontracts hereunder, do not include any tax or duty which the Government of the United States and the Government of _____have agreed shall not be applicable to expenditures in _____by the United States, or any other tax or duty not applicable to this contract under the laws of _____. If any such tax or duty has been included in the contract prices through error or otherwise, the contract prices shall be correspondingly reduced.

(b) If, after the contract date, the Government of the United States and the Government of _____shall agree that any tax or duty included in the contract prices shall not be applicable to expenditures in _____by the United States, the contract prices shall be reduced accordingly.

9. SUBCONTRACTING

(a) The _____Government undertakes that in any subcontract made in connection with this contract they will employ the same procurement methods and procedures as they employ in contracting for their own requirements.

(b) The _____Government agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to the performance of this contract, by any subcontractor against the _____Government or the United States Government.

10. PAYMENTS

The _____Government shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or, when requested by the _____Government, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either $1,000 or 50% of the total amount of this contract.

11. UNITED STATES OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress of the United States, or resident commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES

The _____ Government warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial

or selling agencies maintained by the _____Government for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. GRATUITIES

The _____ Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 and Section 629 of Public Law 488, 82nd Congress of the United States.

14. FILING OF PATENT APPLICATIONS

While and so long as the subject matter of this contract is classified security information, the _____ Government agrees that it will not file, or cause to be filed, an application or registration for patent disclosing any of said subject matter without first referring the proposed application or registration to the Contracting Officer for determination as to whether, for reasons of security, permission to file such application or registration should be denied, or whether such application may be filed on conditions imposed by the Contracting Officer.

15. COPYRIGHT

(a) The _____Government agrees to and does hereby grant to the United States Government, and to its officers, agents and employees acting within the scope of their official duties, (i) a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize, in behalf of the United States Government or in the furtherance of mutual defense,

others so to do, all copyrightable material first produced or composed and delivered to the United States Government under this contract by the _____Government, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copy-rightable work not first produced or composed by the _____ Government in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent that the _____Government now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The _____Government agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The _____Government agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the _____Government with respect to any material delivered under this contract.

16. GUARANTY

The _____Government undertakes that the benefit of any guarantee obtained in respect of any subcontract shall be passed on to the United States Government.

17. SECURITY

Any materials, document, designs, drawings or specifications delivered by the United States Government to the

_____ Government and any materials, documents, designs, drawings, specifications or supplies delivered by the _____ Government to the United States Government in the performance of this contract, which are classified by the originating Government as "Top Secret", "Secret", "Confidential" or "Restricted", shall be given a security classification by the recipient Government which will afford to the material substantially the same degree of security as that afforded by the originating Government and shall be treated by the recipient Government as its own classified material of that security grading.

The recipient Government will not use such material including information, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating Government.

The recipient Government will, upon request, give to the originating Government an acknowledgement of receipt in writing for any such classified material.

The recipient Government agrees to include appropriate provisions covering military security material including information in all subcontracts hereunder.

18. TECHNICAL INFORMATION

The _____ Government agrees that the United States Government shall have the right to duplicate, use and disclose, in behalf of the United States Government or in the furtherance of mutual defense, all or any part of the reports, drawings, blueprints, data and technical information, specified to be delivered by the _____ Government to the United States Government under this contract.

19. ASSIGNMENT OF CLAIMS

No claim arising under this contract shall be assigned by the _____ Government except as follows:

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940 as amended (31 U.S. Code 203, 41 U.S. Code 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the _____ Government from the United States Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", "Confidential", or "Restricted" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer.

20. LABOR RELATIONS AND STANDARDS

The provisions of this contract and the performance hereunder shall be subject to and in accordance with the laws of the Government of _____ and any political subdivision thereof, from time to time in effect, which govern the hours,

wages, labor relations (including collective bargaining), workman's compensation, working conditions, and other matters pertaining to labor.

21. REPORTING OF ROYALTIES

If this contract is in an amount which exceeds $10,000 the _____ Government agrees to report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by it directly to others in the performance of this contract. The _____ Government further agrees (i) to furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer, and (ii) to insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of ten thousand United States dollars.

AMERICAN EMBASSY
Athens, July 9, 1954

MY DEAR MR. MINISTER:

I have the honor to refer to the recent conversations held between representatives of the Greek Government and this Embassy concerning a draft memorandum covering certain procedural and interpretive understandings relative to the operation of the Offshore Procurement Program in Greece.

In the course of these conversations, the question has been raised as to the measures that may be taken in the event the Government of Greece, in carrying out an Offshore Procurement contract undertaken on a government-to-government basis, should suffer a financial loss.

In this connection, I am authorized to bring to your attention the following:

1) That part of the draft memorandum under discussion permitting the inclusion of additional clauses in the model contract would allow consideration of the question of assurance against loss during the negotiation of any particular government-to-government contract;

2) It is the understanding of the United States Government that any losses incurred by the Government of Greece may be offset against gains and that only net profits will be refunded to the United States at the conclusion of the periodic conversations and computations prescribed in the draft memorandum.

I trust that in the light of the above clarification, agreement on the draft memorandum may be reached at an early date.

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

CAVENDISH W. CANNON
American Ambassador

His Excellency
STEPHAN STEPHANOPOULOS
Minister of Foreign Affairs

68086 O - 56 Pt. II - 30

The Greek Minister of Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES AFFAIRES ETRANGÈRES[1]

ATHENS, *July 30, 1954.*

EXCELLENCY,

I have the honour to acknowledge receipt of your note of July 30, 1954, of a Memorandum of Understanding in policies governing the operation in Greece of the United States offshore procurement program and of a copy of your letter of July 9, 1954.

I have the honour to confirm that the policies, procedures and interpretations set forth in the Memorandum and Your letter July 9, 1954, quoted above, are acceptable to the Government of Greece.

Please accept Excellency the assurances of my highest consideration.

STEPHANOPOULOS

His Excellency
CAVENDISH W. CANNON
Ambassador of the United States

[1] The Royal Ministry of Foreign Affairs.

TECHNICAL COOPERATION

TIAS 3035
May 28, 1954

Program of Rural Education

Agreement between the
UNITED STATES OF AMERICA
and HAITI

- Effected by Exchange of Notes
  Signed at Port-au-Prince May 28, 1954
- Entered into force May 28, 1954

The American Ambassador to the Haitian Secretary of State for Foreign Relations

AMERICAN EMBASSY,
PORT-AU-PRINCE, HAITI
May 28, 1954

No. 288

EXCELLENCY:

I have the honor to refer to existing programs of technical cooperation in which several agencies of the Government of Haiti and the United States Operations Mission to Haiti of the Foreign Operations Administration of the Government of the United States of America are now cooperating. These programs are provided for in agreements under the general agreement of May 2, 1951,[1] between our two governments. The general agreement was published in *Le Moniteur* 106 ème Année no. 42 of 21 May, 1951.

I also have the honor to refer to your request for technical cooperation in the field of rural education in your note no. SG/AT/47/707 of 11 November 1953.[2] Your request for technical cooperation in this field has been given careful consideration and I am pleased to inform you that my Government, through the United States Operations Mission to Haiti of the Foreign Operations Administration is willing and prepared to cooperate with your Government in the field of rural education.

To assure mutual understanding with respect to cooperation in this field and to provide a practical working basis for the cooperation, I propose that an agreement containing the following provisions be entered into by our respective governments;

AGREEMENT FOR A COOPERATIVE PROGRAM OF RURAL EDUCATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF HAITI

The Government of the United States of America and the Government of Haiti have agreed as follows:

[1] Treaties and Other International Acts Series 2414; 3 UST 545.
[2] Not printed.

Article I. The Operating Agencies

Pursuant to the General Agreement for Technical Cooperation, effected by an exchange of notes signed at Port-au-Prince on May 2, 1951, a cooperative program of rural education shall be initiated in Haiti. The obligations assumed herein by the Government of Haiti shall be performed by it through its Ministry of Education (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations hereunder through the Institute of Inter-American Affairs, and may secure the assistance of other public and private organizations in discharging those obligations. The Ministry, on behalf of the Government of Haiti, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation, as modified and supplemented.

Article II. Objectives

The objectives of this cooperative program of rural education are:

1. To facilitate the development of education in rural areas of Haiti through cooperative action on the part of the two Governments.
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in the field of rural education.
3. To promote and strengthen understanding and good will between the peoples of Haiti and the United States of America.

Article III. Fields of Activity

This cooperative program of education will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of Haitian rural schools in the fields of (a) sanitation, (b) nutrition, (c) agriculture, (d) school buildings, (e) equipment, (f) teaching materials and such other fields as the parties may agree upon.

2. The formulation and continuous adaptation of a program to help meet such needs.

3. The initiation and administration of such projects in the fields of rural education as the parties may agree upon in the fields of activity indicated in paragraph 1 of this Article.

4. Related training activities, both within and outside of Haiti.

ARTICLE IV. THE UNITED STATES OF AMERICA OPERATIONS MISSION TO HAITI

The Administration will make available a group of technicians and specialists to collaborate in carrying out the activities to be conducted pursuant to this agreement. The size and composition of this group shall be determined by the Administration in agreement with the Haitian Government. These technicians and specialists shall be selected and assigned by the Government of the United States of America but shall be subject to acceptance by the Government of Haiti. They shall be members of the United States of America Operations Mission to Haiti (hereinafter referred to as the "Operations Mission") and shall be under the direction of the Director of the Operations Mission.

ARTICLE V. THE HAITIAN-AMERICAN COOPERATIVE SERVICE IN RURAL EDUCATION

The Government of Haiti agrees to establish within the Ministry a Service to be known as the Haitian-American Cooperative Service in Rural Education (hereinafter referred to as the "Service"). The Service shall be responsible, under the supervision of the Minister of Education (hereinafter referred to as the "Minister"), for administering the cooperative program of rural education in accordance with the provisions of this agreement. The Director General of Education of Haiti, or his designee, shall be the Chief of this Service (hereinafter referred to as the "Chief"). The Director of the Operations Mission, or his designee, shall be the Associate Chief of the Service (hereinafter referred to as the "Associate Chief"). Members of the Operations Mission may work in the Service under such arrangements as may be agreed upon by the Ministry and the Operations Mission. The moneys contributed to the Service may be maintained in such bank or banks as the Chief and the Associate Chief shall agree upon, and shall be available only for the purposes of this agreement.

ARTICLE VI. CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during

the period covered by this agreement, in accordance with the following schedules:

1. The Government of the United States of America shall pay the salaries and other expenses of the members of the Operations Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be expended by the Government of the United States of America and shall not be deposited to the credit of the Service.

2. In addition, for the period from the date of entry into force of this agreement through December 31, 1954, the Government of the United States of America, through The Institute of Inter-American Affairs of the Administration, shall contribute to the Service the sum of $75,000 (Seventy-Five Thousand Dollars). This sum shall be deposited to the credit of the Service in currency of the United States of America on or before June 1, 1954.

3. The Government of Haiti, acting through the Ministry, shall contribute to the Service for the period from the date of entry into force of this agreement through December 31,1954 the sum of G375,000 (Three Hundred and Seventy-Five Thousand Gourdes). This sum shall be deposited to the credit of the Service in currency of Haiti as follows:

June 1, 1954 –	G125,000
October 1, 1954–	G250,000

4. The parties may later agree in writing upon the amount of funds that each will contribute each year for use in carrying out the program during the period from December 31, 1954 through September 30, 1959. The provisions of this Article VI shall be applicable to such subsequent contributions.

5. With respect to contributions to be deposited to the credit of the Service, it is intended that such deposits will, ordinarily be made by the two Governments at the same times and in proportionally equivalent amounts. Each deposit made to the credit of the Service by either of the parties shall be available for withdrawal or expenditure only after the corresponding agreed deposit of the other party has been made. Funds deposited by either party and not matched by the corresponding agreed deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph 4 of Article IX of this agreement.

6. The funds contributed pursuant to paragraph 2, 3, and 4 of this Article VI shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and

other personal services by employment or contract, and for any other needs of the program.

7. Funds deposited to the credit of the Service may be maintained in such bank or banks as the Chief and the Associate Chief shall agree upon, and shall be available only for the purposes of this agreement. No funds of the Service shall be withdrawn for any purpose except by issuance of a check or other suitable withdrawal document signed by the Chief and the Associate Chief or their designees. The Chief and the Associate Chief shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Service any moneys which it shall pay out from the funds of the Service on the basis of any document other than a check or other withdrawal document that has been signed by the Chief and the Associate Chief or their designees.

Article VII. Additional Contributions

1. The projects to be undertaken under this agreement may include cooperation with national and local governmental agencies in Haiti, as well as with organizations of a public or private character in Haiti, and in the United States of America, and international organizations of which the United States of America and Haiti are members. By agreement between the Chief and the Associate Chief contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted by the Service for use in effectuating the cooperative program of education, in addition to the funds, property, services and facilities required to be contributed under Article VI.

2. The Government of Haiti, in addition to the cash contribution provided for in paragraph 3 of Article VI hereof, may, at its own expense:

a. Appoint specialists and other necessary personnel to collaborate with the Mission.

b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies, and services as it can provide for the said program.

c. Make available the general assistance of the other governmental agencies of the Government of Haiti for carrying out the cooperative program of rural education.

Article VIII. Project Operations

1. The cooperative program of rural education herein provided for shall consist of a series of projects to be jointly planned and administered by the Chief and the Associate Chief. Each project

shall be embodied in a written project agreement which shall be signed by the Chief and Associate Chief, shall define the work to be done, shall make allocations of funds therefor from moneys available to the Service, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Chief and the Associate Chief, which shall provide a record of the objectives sought to be achieved, the work done, the expenditures made, the problems encountered and the results achieved.

3. The general policies and administrative procedures that are to govern the cooperative program of rural education, the carrying out of projects and the operations of the Service, such as the disbursement of and accounting for funds, the incurrence of obligations of the Service, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Chief with the concurrence of the Associate Chief.

4. All contracts and other instruments and documents relating to the execution of projects under this agreement shall be executed in the name of the Service and shall be signed by the Chief and the Associate Chief. The books and records of the Service relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Haiti and the Government of the United States of America. The Chief, with the concurrence of the Associate Chief, shall render an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate.

5. Any power conferred by this agreement upon the Chief or the Associate Chief may be delegated by either of them to any of their respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

Article IX. Additional Fiscal Provisions

1. All funds deposited to the credit of the Service pursuant to this agreement shall continue to be available for the cooperative program of rural education during the existence of this agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies, acquired for the cooperative program shall become the property of the Service and

shall be used only in the furtherance of this agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be the property of the Government of Haiti.

3. Interest received on funds of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Service which remain unexpended and unobligated on the termination of the cooperative program of education shall, unless otherwise agreed upon in writing by the parties hereto at the time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Haiti under this agreement, as it may, from time to time be amended and extended.

Article X. Rights and Exemptions

1. The Government of Haiti agrees to extend to the Service and to all personnel employed by the Service, all rights and privileges which are enjoyed under its laws, by agencies of the Government of Haiti or by their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of Haiti or their personnel, shall include free postal services; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph, or other services; and exemption from taxes, excises, imposts

2. Supplies, equipment and materials contributed to the Service by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Haiti free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article X pertaining to communications, transportation and exemption from taxes and imposts shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative program of education.

4. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization who are present in Haiti to perform work for the cooperative program of rural education, and whose entrance into the country has been approved by the Government of Haiti under Article IV of this agreement, shall be exempt from income and social security taxes under the laws of Haiti with

respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

ARTICLE XI.—SOVEREIGN IMMUNITY

1. The parties declare their recognition that the Administration and The Institute of Inter-American Affairs, being agencies of the Government of the United States of America, are entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Haiti, which are enjoyed by the Government of the United States of America.

2. The two Governments will establish procedures whereby the Government of Haiti will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of Haiti is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XII. LEGISLATIVE AND EXECUTIVE ACTION

The Government of Haiti will endeavor to take such executive and legislative action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION

This agreement may be referred to as the "Rural Educational Program Agreement". It shall enter into force on the date on which it is signed and shall remain in force through September 30, 1959 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this agreement for the period from June 30, 1954 through September 30, 1959, except for those specified in paragraphs 2 and 3 of Article VI, shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4 hereof.

I propose that if Your Excellency accepts these provisions that we consider this note and Your Excellency's reply thereto as constituting

the agreement and that the agreement be effective as of the date of your reply.

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

ROY TASCO DAVIS

Agreed to on behalf of the
Foreign Operations Administration
RAYMOND C. SMITH
Director of the United States
Operations Mission to Haiti

His Excellency
M. PIERRE LIAUTAUD,
Secretary of State for Foreign Relations,
Port-au-Prince.

The Haitian Secretary of State for Foreign Relations to the American Ambassador

SECRÉTAIRERIE D'ETAT
DES
RELATIONS EXTÉRIEURES
SG/AT/286/3932

RÉPUBLIQUE D'HAÏTI
Port-au-Prince, le 28 Mai 1954

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la Note de Votre Excellence en date du 28 Mai en cours No–288 dont les termes en français sont les suivants:

"EXCELLENCE

J'ai l'honneur de me référer aux programmes actuels de coopération technique auxquels collaborent plusieurs Services du Gouvernement d'Haiti et la Mission en Haiti de l'Administration des Opérations étrangères des Etats-Unis d'Amérique. Ces programmes sont prévus dans des accords intervenus en fontion de l'Accord Général du 2 Mai 1951 entre nos deux Gouvernements. L'Accord Général a été publié au Moniteur No–42 du 21 Mai 1951.

J'ai l'honneur de me référer également à la demande de coopération technique dans le domaine de l'éducation rurale contenue dans votre note No–SG/AT/47/707/ du 11 Novembre 1953. Votre demande d'assistance technique dans ce domaine a reçu la plus soigneuse considération et j'ai le plaisir de vous informer que mon Gouvernement, par l'intermédiaire de la Mission en Haiti de l'Administration des Opérations Etrangères des Etats-Unis est disposé et prêt à coopérer avec votre Gouvernement dans le domaine de l'éducation rurale.

Afin d'assurer une compréhension mutuelle en ce qui a trait à la coopération dans ce domaine et afin d'établir dans ce but une base de travail pratique, je propose qu'un accord comportant les dispositions suivantes intervienne entre nos Gouvernements respectifs:

ACCORD EXECUTIF POUR UN PROGRAMME COOPERATIF D'EDUCATION RURALE ENTRE LE GOUVERNEMENT DES ETATS UNIS D'AMERIQUE ET LE GOUVERNEMENT D'HAITI

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernenement d'Haiti sont convenus de ce qui suit:

ARTICLE I–LES SERVICES EXECUTIFS

Conformément à l'Accord de Base de Coopération Technique conclu par échange de notes et signé le 2 mai 1951, à Port-au-Prince, un Programme Coopératif d'Education Rurale sera institué en Haiti. Les engagements pris ci-après par le Gouvernement d'Haiti seront remplis par son Département de l'Education Nationale (ci-après dénommé le "Département"). Les engagements assumés par le Gouvernement des Etats-Unis d'Amérique seront exécutés par l'Administration des opérations étrangères (ci-après dénommée "L'Administration"), organisme du Gouvernement des Etats-Unis d'Amérique. "L'Administration" pourra remplir les obligations ci-dessous mentionnées par l'entremise de l'Institut des Affaires Interaméricaines et se procurer l'aide d'autres organisations publiques et privées dans l'exécution de ces obligations. Le Département, au nom du Gouvernement d'Haiti, et l' "Administration", au nom du Gouvernement des Etats-Unis d'Amérique, participeront conjointement à toutes les phases d'élaboration et d'administration du programme coopératif. Cet accord ainsi que toutes les activités qui y seront rattachés seront régis par les dispositions de l'Accord de Base de Coopération Technique telles qu'elles ont été modifiées et complétées.

ARTICLE II. BUTS

Les Buts de ce Programme Coopératif d'Education Rurale sont de:

1. Faciliter le développement de l'education dans les campagnes d'Haiti par une action coopérative des deux gouvernements.

2. Stimuler et augmenter dans le domaine de l'éducation rurale les échanges de connaissances, de pratiques et de techniques entre les deux pays.

3. Favoriser et fortifier la compréhension et la bonne entente entre les peuples haitien et américain.

ARTICLE III. CHAMPS D'ACTIVITES

Ce programme coopératif d'éducation pourra comprendre, au fur et à mesure que les deux parties se mettront d'accord là-dessus, les genres d'activités suivants:

1. L'étude des besoins des écoles rurales haitiennes dans les différents domaines (a) de l'hygiène (b) de la nutrition, (c) de l'agriculture (d) de la construction (e) de l'équipement, (f) du matériel d'enseignement et tous autres sur lesquels les parties pourront se mettre d'accord.

2. L'élaboration et l'adaptation d'un programme permettant de répondre à ces besoins.

3. La mise en application et l'administration de projets relatifs aux différents points énumérés dans le paragraphe 1. du présent article, sur lesquels les parties pourront se mettre d'accord.

4.–l'entraînement du personnel à l'intérieur et à l'extérieur d'Haiti.

ARTICLE IV.–LA MISSION DES OPERATIONS DES ETATS UNIS EN HAITI

"L'Aministration" fournira un groupe de techniciens et de spécialistes qui participeront à l'exécution du dit accord. L'importance et la composition de ce groupe seront déterminés par l'"Administration" d'accord avec le Gouvernement Haitien. Ces techniciens et spécialistes seront choisis et nommés par le Gouvernement des Etats-Unis d'Amérique mais devront être agréés par le Gouvernement Haitien. Ils seront membres de la Mission des Opérations des Etats-Unis en Haiti (ci-après dénommée la Mission des Opérations) et seront placés sous le contrôle du Directeur de la Mission des Opérations.

ARTICLE V.–LE SERVICE COOPERATIF HAITIANO AMERICAIN D'EDUCATION RURALE

Le Gouvernement d'Haiti convient d'établir dans le cadre du Département, un Service qui sera désigné sous le nom de "Service Coopératif Haitiano Américain d'Education Rurale" (ci-après dénommée le "Service".) Ce Service sera chargé, sous le contrôle du Ministre de l'Education Nationale, (ci-après dénommé le "Ministre"), de l'Administration du programme coopératif d'éducation rurale conformément aux dispositions de cet Accord. Le Directeur Général de l'Education Nationale d'Haiti, ou son délégué, sera le Directeur de ce Service (ci-après dénommé le "Directeur"). Le Directeur de la Mission des Opérations ou son délégué, sera le Directeur Adjoint du Service (ci-après dénommé le "Directeur Adjoint"). Les membres de la Mission des Opérations pourront travailler dans le Service après entente entre le Département et la Mission des Opérations. Les valeurs mises à la

disposition du Service, à titre de contribution, pourront être déposées dans la banque ou les banques que le Directeur et le Directeur Adjoint choisiront et ne seront utilisées que pour les buts fixés dans cet Accord.

ARTICLE VI. CONTRIBUTIONS

Les parties verseront jusqu'à concurrence des valeurs stipulées ci-dessous, des fonds qui seront employés pour l'application du programme, pendant la période prévue dans ce contrat, selon les arrangements suivants:

1. Le Gouvernement des Etats-Unis d'Amérique paiera les salaires et autres dépenses des membres de la Mission des Opérations et également telles autres dépenses de nature administrative que le Gouvernement des Etats-Unis d'Amérique peut avoir à faire en rapport avec ce programme coopératif. Ces fonds seront employés par le Gouvernement des Etats-Unis d'Amérique et ne seront pas déposés au Crédit du Service.

2. De plus, pour la période allant de la date d'entrée en vigueur de cet accord au 31 décembre 1954, le Gouvernement des Etats-Unis d'Amérique, par l'entremise de l'Institut des Affaires Américaines de l'"Administration" versera au Service la somme de $75.000 (Soixante quinze Mille Dollars) à titre de contribution. Cette somme sera déposée au crédit du Service en monnaie des Etats-Unis d'Amérique le 1er juin 1954 ou avant.

3. Le Gouverenment d'Haiti, agissant par l'entremise du Département, versera au Service pour la période s'étendant de la date d'entrée en vigueur de cet Accord au 31 décembre 1954, la somme de G. 375.000 (Trois Cent Soixante Quinze Mille Gourdes.) Cette somme sera déposée au crédit du Service en monnaie haitienne comme suit:

1er Juin 1954 ₲. 125.000
1er Octobre 1954 ₲. 250.000

4. Les parties pourront par la suite se mettre d'accord par écrit, sur le montant que chacune d'elles versera chaque année, pour l'exécution du programme, durant la période s'étendant du 31 décembre 1954 au 30 septembre 1959. Les prescriptions de cet article VI seront applicables aux contributions subséquentes.

5. En ce qui concerne les versements à effectuer au crédit du Service, il est entendu que de tels dépôts seront ordinairement faits par les deux Gouvernements en même temps et en valeurs proportionnellement équivalentes. Chaque dépôt fait au crédit du Service par l'une des parties ne pourra être tiré ou dépensé qu'après que le dépôt correspondant aura été fait par l'autre partie. Les fonds déposés par l'une ou l'autre des Parties seront retournés à cette Partie, avant la répartition

prévue au paragraphe 4 de l'Article IX de cet Accord, dans le cas ou l'autre Partie n'aurait pas effectué le dépot correspondant convenu.

6. Les fonds versés conformément aux paragraphes 2, 3 et 4 de cet article VI seront disponibles pour l'achat des fournitures, du matériel et de l'équipement, pour l'engagement de techniciens supplémentaires et pour l'obtention d'autres services personnels par recrutement ou contrat et pour tous autres besoins du programme.

7. Les fonds déposés au crédit du Service pourront être maintenus dans la banque ou les banques désignées par le Directeur et le Directeur Adjoint et ne seront utilisés que pour les buts fixés par cet accord. Les fonds du Service ne peuvent être tirés, sous quelque prétexte que ce soit, qu'après émission d'un chèque, ou de tout autre document convenable de tirage, signé par le Directeur et le Directeur Adjoint ou leurs délégués. Le Directeur et le Directeur Adjoint feront inclure, dans le contrat de dépôt de fonds qu'ils feront avec une banque, une clause disant que cette banque est obligée de rendre au Service tout argent, qu'elle aura payé des fonds du Service, sur tout document autre qu'un chèque ou document de tirage signé par le Directeur et le Directeur Adjoint ou leurs délégués.

Article VII.–Contributions Additionnelles

1. Les projets qui seront enterpris en vertu de cet Accord pourront comprendre la coopération avec les Services du Gouvernement Haitien ainsi qu'avec les organisations ayant un caractère public ou privé en Haiti et aux Etats-Unis d'Amérique, et les organisations internationales dont les Etats-Unis d'Amérique et Haiti son membres. Selon accord entre le Directeur et le Directeur Adjoint, les contributions faites sous forme de fonds, propriétés, services ou facilités par l'une ou l'autre des deux parties, ou par un tiers, pourront être acceptées par le Service afin d'être employées à l'exécution du programme coopératif d'éducation, en surplus des fonds, propriétés, services et facilités prévus comme contributions à l'article VI.

2. Le Gouvernement d'Haiti, en plus des contributions en espèces prévues au paragraphe 3 de l'article VI des présentes, pourra à ses propres frais:

a. Nommer des spécialistes et tout autre personnel nécessaire pour collaborer avec la Mission.

b. Fournir les locaux, équipement de bureau, et tous autres facilités, matériel, équipement, fournitures, et toute aide qu'il pourra fournir au programme.

c. Prêter l'assistance des autres Services du Gouvernement Haitien pour l'exécution de ce programme.

ARTICLE VIII. MARCHE DES PROJETS

1. Le présent programme coopératif d'éducation rurale consistera en une série de projets qui seront conjointement élaborés et dirigés par le Directeur et le Directeur Adjoint. Chaque projet sera incorporé dans une mémorandum d'accord qui sera signé par le Directeur et le Directeur Adjoint, définira le travail à entreprendre, prévoira les allocations à prélever des fonds disposnibles du Service, et pourra contenir tous autres détails que les parties pourraient désirer y inclure.

2. Après achèvement de n'importe quel projet, un mémorandum relatif aux buts poursuivis, au travail accompli, aux dépenses faites, aux difficultés rencontrées et aux résultats obtenus, sera rédigé et signé par le Directeur et le Directeur Adjoint.

3. Les principes généraux et les normes administratives devant régir le programme coopératif d'éducation rurale, l'exécution des projets et les opérations du Service, telles que celles ayant trait au paiement et à la comptabilité, aux engagements contractuels du Service, à l'achat, l'usage, l'inventaire et la disposition des biens, la nomination et la mise en disponibilité des employés de tous ordres du Service, aux termes et conditions de leur emploi et à toutes autres matières administratives, seront déterminées par le Directeur d'accord avec le Directeur Adjoint.

4. Tous contrats, actes et autres documents relatifs à l'exécution des projets prévus dans cet accord seront exécutés au nom du Service et seront signés par le Directeur et le Directeur Adjoint. Les livres et archives du Service relatifs au programme coopératif pourront être inspectés et contrôlés à tout moment par les représentants autorisés du Gouvernement d'Haiti et du Gouvernement des Etats-Unis d'Amérique. Le Directeur d'accord avec le Directeur Adjoint présentera aux deux Gouvernements un rapport annuel sur les activités du Service, et d'autres rapports à des intervalles appropriés.

5. Les pouvoirs conférés par cet accord au Directeur et au Directeur Adjoint peuvent être délégués par l'un ou l'autre à n'importe lequel de leurs assistants respectifs, pourvu que cette délégation soit satisfaisante à l'autre. Une telle délégation ne leur enlèvera pas le droit de référer toute question directement à l'autre pour discussion et décision.

ARTICLE IX. DISPOSITIONS FISCALES ADDITIONNELLES

Tous les fonds déposés au crédit du Service, conformément à cet accord, continueront à être disponibles pour le programme coopératif d'éducation rurale pendant la durée de cet accord, sans égard aux dates d'expiration des exercices budgétaires ou fiscaux de l'une ou l'autre partie.

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2. Le Matériel, l'équipement et les fournitures acquis en vue de l'exécution du programme coopératif, deviendront la propriété du Service et ne seront utilisés que pour la meilleure exécution de cet accord. Le matériel, l'équipement et les fournitures existant à la fin du programme coopératif seront la propriété du Gouvernement d'Haiti.

3. Les intérêts sur les fonds du Service et toute autre plus-value des biens du Service, de quelque nature ou source que ce soit, seront affectés à l'exécution du programme coopératif et ne seront pas déduits des contributions requises de l'un ou l'autre Gouvernement.

4. Tous les fonds du Service non dépensés et non engagés au terme du programme coopératif d'éducation, à moins que par écrit il n'en ait été décidé autrement, seront retournés aux parties, en proportion des contributions respectives faites par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement d'Haiti, conformément au présent accord et aux amendements qui pourraient y être apportés.

Article X. Drois et Exemptions

1. Le Gouvernement d'Haiti consent à étendre au Service et à tout le personnel employé par le Service, tous droits et privilèges légaux dont jouissent les Services du Gouvernement d Haiti et leur personnel. Ces droits et privilèges, dans la mesure où ils sont applicables aux autres services du Gouvernement d'Haiti ou à leur personnel, comprendront sans toutefois s'y limiter: la franchise postale, le droit aux rabais ou tarifs préférentiels accordés par les compagnies locales de navigation maritime, fluviale, et aérienne, les services téléphoniques, télégraphiques et autres, et les exemptions de taxes, de droits d'accise et d'impôts.

2. Les fournitures, matériel et matériaux fournis au Service par le Gouvernement des Etats Unis d'Amérique, soit directement ou par contrat avec une organisation privée ou publique, seront exonérés de toutes taxes à l'importation et bénéficieront de la franchise douanière.

3. Les droits et privilèges mentionnés au paragraphe 1 de cet Article X ayant trait aux communications, transport et exemptions de taxes et d'impôts, seront aussi accordés à l' "Administration" et au personnel du Gouvernement des Etats-Unis d'Amérique pour ce qui a trait aux opérations relatives au programme coopératif d'éducation et aux biens qui doivent être utilisés à cette fin.

4. Tous les employés du Gouvernement des Etats-Unis d'Amérique engagés dans l'exécution du programme coopératif d'éducation rurale, (qu'ils soient nommés directement par ce Gouvernement ou qu'ils aient un contrat avec une organisation publique ou privée, quand leur entrée au pays a été approuvée par le Gouvernement d'Haiti suivant l'article IV de cet accord,) seront exonérés en Haiti, de tout

impôt sur le revenu et taxes d'assistance sociale eu égard aux revenus sur lesquels ils sont obligés de payer l'impot et les taxes d'assurance sociale au Gouvernement des Etats Unis d'Amérique. Ils sont également exonérés de l'impot sur les effets personnels destinés à leur usage personel. De plus, ces employés seront exonérés des droits de douane sur les effets personnels et sur les articles de ménage importés pour leurs besoins exclusifs et ceux de leurs familles.

ARTICLE XI. IMMUNITES

1. Les parties reconnaissent que l'"Administration" et l'Institut des Affaires Interaméricaines en tant que organismes du Gouvernement des Etats-Unis d'Amérique, ont droit à la pleine jouissance de tous les privilèges et immunités dont jouit le Gouvernement des Etats-Unis d'Amérique y compris l'immunité juridique vis-à vis des tribunaux haitiens.

2. Les deux Gouvernements établiront des procédures par lesquelles le Gouvernement d'Haiti déposera, séparera ou dénommera tous les fonds affectés à l'exécution du programme ou en provenant, de telle façon que ces fonds ne soient pas susceptibles de saisies ou d'oppositions ou de toute autre mesure légale de la part de toute personne, firme, agence, société, organisation ou Gouvernement, lorsque le gouvernement d'Haiti aura été avisé par le Gouvernement des Etats-Unis que de telles mesures légales compromettraient les buts du programme.

ARTICLE XII. MESURES EXECUTIVES ET LEGISLATIVES

Le Gouvernement d'Haiti tâchera de prendre toute mesure exécutive et législative requise pour mettre à exécution les termes de cet accord.

ARTICLE XIII. ENTREE EN VIGUEUR ET DUREE

Cet accord sera désigné sous le titre d'"Accord du Programme d'Education Rurale", Il deviendra effectif à la date de sa signature et restera en vigueur jusqu'au 30 septembre 1959, ou trois mois après que l'un ou l'autre Gouvernement aura par écrit, donné avis à l'autre Gouvernement de son intention d'y mettre fin. Toutefois, les obligations des parties intéressées à Cet Accord, pour la période allant du 30 juin 1954 au 30 septembre 1959, excepté celles mentionnées aux paragraphes 2 et 3 de l'article VI, seront subordonnées à la disponibilité des allocations accordées aux deux Parties pour l'exécution du programme et à l'accord des Parties prévu à l'article VI, paragraphe 4 du présent accord.

Si Votre Excellence accepte les dispositions ci-dessus, je propose que la présente note et la réponse de Votre Excellence soient consi-

dérées comme constituant un accord qui entrera en vigueur à la date de la dite réponse.

Je saisis cette occasion pour renouveler à Votre Excellence, les assurances de ma plus haute et plus distinguée considération.

S) ROY TASCO DAVIS

Accepté au nom de
l'Administration des Opérations Etrangères:

S) RAYMOND C. SMITH
Directeur de la Mission des
Opérations des Etats-Unis en Haiti"

En réponse à cette communication, j'ai l'honneur d'informer Votre Excellence que le Gouvernement d'Haiti accepte les propositions faites dans la Note ci-dessus, et conformément à la suggestion qui y est contenue, cette Note et la présente Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord entrera en vigueur à partir de ce jour.

Je profite de cette occasion pour renouveler à Votre Excellence les assurances de ma haute considération.

P. LIAUTAUD.

Son Excellence Monsieur ROY TASCO DAVIS
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats-Unis d'Amérique à
Port au Prince

Translation

MINISTRY OF STATE
FOR
FOREIGN RELATIONS
SG/AT/286/3932

REPUBLIC OF HAITI
Port-au-Prince, May 28, 1954

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note No. 288, dated May 28, 1954, which reads as follows in translation:

[For the English language text of the note, see *ante*, p. 1580.]

In reply to your communication I have the honor to inform Your Excellency that the Government of Haiti agrees to the proposals made in the above note and, in conformity with the suggestion contained therein, your note and the present reply shall be considered as con-

stituting an agreement between our two Governments, to enter into force on today's date.

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

P LIAUTAUD.

His Excellency
ROY TASCO DAVIS,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Port-au-Prince.

TIAS 3036
June 30, 1954

ARCHIVES OF ALLIED HIGH COMMISSION FOR GERMANY AND CONNECTED TRIPARTITE AGENCIES

Storage of, Access to, and Release of Information

Agreement and Exchanges of Notes between the UNITED STATES OF AMERICA, the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, and FRANCE

- Signed at Bonn June 30, 1954
- Entered into force June 30, 1954

AGREEMENT

CONCERNING STORAGE OF, ACCESS TO, AND RELEASE

OF INFORMATION FROM THE ARCHIVES OF THE ALLIED

HIGH COMMISSION AND CONNECTED TRIPARTITE AGENCIES

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the French Republic, desiring to provide for the storage of, access to, and release of information from the tripartite archives of the Allied High Commission and connected agencies, have agreed as follows.

Article 1

The tripartite archives of the Allied High Commission and connected agencies shall be disposed of in accordance with the arrangements made by the Governments of the United Kingdom, France, and the United States and set forth in the annex to the present Agreement.

Article 2

The archives shall be kept intact in a place chosen by the Government having custody of them, which Government shall bear the cost of their maintenance and security

Article 3

Free access to the archives shall be afforded at any time to official representatives of the Contracting Governments.

Article 4

Requests from any of the Contracting Governments for information from the archives, or for original documents or copies thereof, shall be fulfilled. Costs of reproduction and postal charges shall be paid by the Government making the request. Any original document thus released shall be returned when no longer needed.

Article 5

The Government having custody of the archives shall designate the agency responsible for authorizing access to the archives and the issue of information, original documents, and copies therefrom.

Article 6

Except as provided in the present Agreement, no Contracting Government shall, without the consent of the other two, publish any document from the archives or release any information therefrom, unless the document or information concerned is unclassified. If a Government intends to publish, or to release information from, an unclassified document it shall inform the other two Governments of such intention.

Article 7

The present Agreement shall enter into force on the date of its signature and shall continue in force until terminated by agreement between the Contracting Governments.

The present Agreement shall be reviewed at the end of ten years from the date of its entry into force, or earlier at the request of two of the Contracting Governments.

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

Done in triplicate at Bonn on this thirtieth day of June, Nineteen Hundred and Fifty-Four, in the English and French languages, both texts being equally authentic.

On behalf of the Government of the
United States of America
JAMES B. CONANT

On behalf of the Government of the
United Kingdom of Great Britain
and Northern Ireland
F R HOYER MILLAR.

On behalf of the Government of the
French Republic
ANDRÉ FRANÇOIS-PONCET

ANNEX

1. ALLIED HIGH COMMISSION ARCHIVES

The tripartite archives of the Allied High Commission shall be left intact and stored in France in the custody of the French Government. All original documents shall be retained in the Allied General Secretariat's tripartite archives until the Allied High Commission ceases to exist, at which time they shall pass into the custody of the French Government. Photostatic copies of these originals shall be made forthwith and given to the competent authorities of the UK and US Governments.

2. MILITARY SECURITY BOARD ARCHIVES

The tripartite archives of the Military Security Board shall be left intact and stored in France in the custody of the French Government. The competent authorities of the UK and US Governments shall be provided with microfilm copies of such valuable data as they require.

3. COMBINED COAL CONTROL GROUP ARCHIVES

The tripartite archives of the Combined Coal Control Group fall into two categories: i) those concerning Allied High Commission Law No. 27; and ii) all others.

The archives in the first category shall be transferred to the Combined Coal Control Group's successor agency if it is established. Such successor agency shall keep them separate from its new archives and shall transfer them, as soon as they are no longer needed, to the custody of the French Government. Should there be no successor agency to the Combined Coal Control Group, the archives in this category shall be transferred directly to the custody of the French Government.

The archives in the second category shall be left intact and deposited, together with those of the North German Coal Control Group and those of the Bipartite Coal Control Group, in the United Kingdom in the custody of the United Kingdom Government.

4. COMBINED STEEL GROUP ARCHIVES

The tripartite archives of the Combined Steel Group shall be transferred to the Combined Steel Group's successor agency if it is established. Such successor agency shall keep them separate from its new archives and shall transfer them, as soon as they are no longer needed, to the custody of the French Government.

Should there be no successor agency to the Combined Steel Group, the archives shall be transferred directly to the custody of the French Government.

5. CIVIL AVIATION BOARD ARCHIVES

As soon as the Civil Aviation Board no longer needs its tripartite archives, they shall be stored intact in France in the custody of the French Government.

6. TRIPARTITE I. G. FARBEN CONTROL GROUP ARCHIVES

Those tripartite archives of the Tripartite I. G. Farben Control Group retained by the French representative in the Group shall be deposited with the agency responsible for the maintenance of the Allied High Commission tripartite archives in France.

Those tripartite archives of the Tripartite I. G. Farben Control Group retained by the US and UK representatives shall be left to the disposition of the US and UK Governments respectively.

It is agreed that no further tripartite instruction is necessary regarding the Tripartite I. G. Farben Control Group's tripartite archives on the understanding that the seized records of I. G. Farben and affiliated enterprises (contracts and agreements, general correspondence files, accounting records, books, etc.) are being disposed of by the Tripartite I. G. Farben Control Group in accordance with instructions given by each High Commission to each national element of the Group.

7. COMBINED TRAVEL BOARD ARCHIVES

It is agreed that no further tripartite instruction is necessary regarding the Combined Travel Board's tripartite archives on the understanding that:

a) the microfilming of the Combined Travel Board policy files shall be completed and the competent authorities of the UK and French Governments shall each receive a set of the microfilms;

b) the original Combined Travel Board policy and security files shall be kept accessible for use by the competent authorities of the three Governments as at present until the closing of the Mehlem tripartite office of the Combined Travel Board (as distinguished from the Allied Travel Liaison Office in Bonn); on the closing of this office, the policy files shall be stored in the United States in the custody of the United States Government, and the security files shall be stored under the supervision of the US Supervisory Consul General in Germany, presently situated at Mehlem, and shall come under the terms of the present Agreement;

c) the French element agrees to use its former interzonal travel staff at Baden-Baden to screen the unclassified entry-exit case files for original documents which appear likely to be of value to the owners (such as birth certificates, old passports, et cetera), which documents shall be transmitted to the Federal Government for return to the owners, and all other contents of these files shall be destroyed;

d) the general correspondence files shall be kept accessible for use by the competent authorities of the three Governments until the closing of the Mehlem tripartite office, at which time they shall be destroyed; and

e) upon their liquidation, Permit Offices shall extract from their files information of value for integration with the headquarters files and destroy the rest.

8. JOINT EXPORT-IMPORT AGENCY ARCHIVES

It is agreed that the tripartite archives of the Joint Export-Import Agency shall be stored in France under the supervision of the French Government in accordance with the agreement concluded between the Allied High Commission and the French Government on 22 August 1953. It is understood that the screening party presently at work is disposing of some of the archives in accordance with unilateral instructions from the three Governments.

9. GENERAL

It is agreed that the Governments not having custody of particular groups of archives shall receive a comprehensive index to each such group of archives. These indices shall be prepared by the agencies concerned before the archives are transferred to the custodial Governments; if possible, these indices shall be recorded on microfilm.

It is agreed that French agencies shall undertake the removal of the archives to France for storage in the Metz area in so far as the expenses involved can be met from occupation costs, which are also intended to cover end items such as off-loading. It is also agreed that these expenses shall be shared by one-third payments from the DM occupation costs funds available to the three Governments. To facilitate this, the French authorities undertake to keep the US and UK authorities currently informed concerning expenditures. All three Governments reserve, for the time being, their positions concerning any expenditures which cannot be met from occupation costs funds. These provisions concerning costs do not apply to the disposal of the Joint Export-Import Agency archives inasmuch as the costs of the latter are provided for in the agreement of 22 August 1953 concluded between the Allied High Commission and the French Government.

It is agreed that the National Secretaries shall be charged with the supervision of the implementation of these measures to dispose of tripartite archives, which shall be begun without delay and concluded as soon as is practicable taking into consideration the essential needs of the agencies concerned. The National Secretaries shall submit progress reports to the AHC Working Party on Political Affairs and the General Committee. Estimates of the costs involved should be included in the first report. The availability of funds and the extent to which occupation costs funds, if not actually paid out before the entry into force of the Bonn Conventions, can be committed before that date must be coordinated with the appropriate budgetary authorities and with the Occupation Requirements and Charges Subcommittee.

[SEAL]

A C C O R D

relatif à la conservation et à la consultation des archives de la Haute Commission Alliee et des organismes tripartites rattaches, ainsi qu'à la communication de renseignements provenant de ces archives

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Les Gouvernements de la République Française, des Etats-Unis d'Amérique et du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, désirant prendre des dispositions touchant la conservation et la consultation des archives tripartites de la Haute Commission Allie e et des organismes rattaches, ainsi que la communication de renseignements provenant de ces archives, sont convenus de ce qui suit

Article I

Les archives tripartites de la Haute Commission Alliée et des organismes rattachés seront réparties conformement aux arrangements conclus par les Gouvernements français, américain et britannique, et exposés dans l'Annexe au présent Accord

Article 2

Les archives seront conservées intactes en un lieu designé par le Gouvernement dépositaire, qui assumera la charge de leur entretien et de leur sauvegarde

Article 3

Les archives seront ouvertes à tout moment a la libre consultation des représentants autorisés par les Gouvernements contractants.

Article 4

Satisfaction sera donnee a toute demande emanant d'un des Gouvernements contractants et tendant à la communication soit de renseignements tires des archives, soit de pieces originales, soit de copies de celles-ci Les frais de reproduction et d'expédition seront a la charge du Gouvernement dont émane la demande

Tout document original, communique selon cette procedure, sera renvoye apres usage

Article 5

Le Gouvernement depositaire désignera l'organisme ayant qualité pour autoriser la consultation des archives et la communication de renseignements, de documents originaux et de copies

Article 6

Sauf dispositions contraires du present Accord, aucun des Gouvernements contractants ne pourra, sans le consentement des deux autres, ni publier un document, ni divulguer une information tiree d'un document des archives, a moins que le document dont il s'agit soit dépourvu de la mention "confidentiel" ou "secret" Au cas où il se proposerait de publier un document ni confidentiel ni secret, ou de divulguer une information tirée d'un tel document, le Gouvernement intéressé devrait faire part de son projet aux deux autres Gouvernements contractants.

Article 7

Le present Accord entrera en vigueur à la date de sa signature et restera en vigueur jusqu'au jour où les Gouvernements contractants y auront mis fin d'un commun accord.

Le present Accord sera revise à l'expiration d'une période de dix annees apres son entree en vigueur ou, si deux des Gouvernements contractants en expriment le désir, a une date plus rapprochee

En foi de quoi les soussignes, dûment autorisés par leurs Gouvernements respectifs, ont signe le present Accord.

Fait en triple exemplaire, à Bonn

le **trente Juin mil neuf cent cinquante quatre.**

dans les langues française et anglaise, les deux textes faisant egalement foi

Pour le Gouvernement
de la République Française
ANDRÉ FRANÇOIS-PONCET

Pour le Gouvernement
des Etats-Unis d'Amérique
JAMES B. CONANT

Pour le Gouvernement
de Grande-Bretagne et
d'Irlande du Nord
F R HOYER MILLAR.

ANNEXE

I. ARCHIVES DE LA HAUTE COMMISSION ALLIEE.-

Les archives tripartites de la Haute Commission Allie seront laissées intactes et deposees en France, sous la garde du Gouvernement français Tous les documents originaux seront conservés dans les Archives tripartites du Secretariat Géneral Allié jusqu'au jour ou la Haute Commission Allie cessera d'exister, date a laquelle ils seront remis a la garde du Gouvernement français Des copies photostatiques de ces originaux seront établies sans délai et données aux Elements britannique et americain.

2. ARCHIVES DE L'OFFICE MILITAIRE DE SECURITE -

Les archives tripartites de l'Office Militaire de Sécurité seront laissées intactes et deposees en France, sous la garde du Gouvernement français. Des copies photostatiques des documents importants seront remises, sur leur demande, aux Elements britannique et américain.

3. ARCHIVES DU GROUPE DE CONTROLE DU CHARBON.-

Les archives tripartites du Groupe de Contrôle du Charbon se divisent en deux catégories

(i) celles qui concernent la Loi N°27 de la Haute Commission Allie et

(ii) toutes les autres

Les archives de la première categorie seront remises à l'organisme successeur du Groupe de Contrôle du Charbon si un tel organisme est constitué L'éventuel organisme successeur les conservera indépendamment de ses nouvelles archives et les remettra, dès qu'il n'en aura plus l'usage, a la garde du Gouvernement français Au cas où il ne serait pas crée d'organisme successeur du Groupe de Contrôle du Charbon, les archives de cette catégorie seront remises directement sous la garde du Gouvernement français

Les archives de la deuxieme categorie seront laissées intactes et deposees, avec celles du "North German Coal Control Group" et celles du "Bipartite Coal Control Group", sur le territoire du Royaume-Uni, sous la garde du Gouvernement britannique

4. ARCHIVES DU GROUPE DE CONTROLE DE L'ACIER.-

Les archives tripartites du Groupe de Contrôle de l'Acier seront remises a l'organisme successeur du Groupe si un tel organisme est constitue L'eventuel organisme successeur les conservera indépendamment de ses nouvelles archives et les remettra, des qu'il n'en aura plus l'usage, sous la garde du Gouvernement français Au cas ou il ne serait pas cree d'organisme successeur du Groupe de Contrôle de l'Acier, les archives seront remises directement à la garde du Gouvernement français

5 ARCHIVES DE L'OFFICE DE L'AVIATION CIVILE.-

Des que l'Office de l'Aviation Civile n'aura plus besoin de ses archives tripartites, celles-ci seront deposees intactes en France, sous la garde du Gouvernement français.

6 ARCHIVES DU GROUPE DE CONTROLE DE L'I.G. FARBEN.-

La collection d'archives tripartites du Groupe de Contrôle de l'I.G FARBEN, qui est detenue par le représentant français au sein du Groupe, sera deposee auprès de l'organisme chargé de la conservation en France des archives tripartites de la Haute Commission Alliée

Les collections d'archives tripartites du Groupe de Contrôle de l'I.G FARBEN, détenues respectivement par les représentants americain et britannique au sein du Groupe, resteront à la disposition des Gouvernements americain et britannique, respectivement

Il est convenu qu'il n'est besoin d'aucune instruction tripartite supplementaire concernant les archives tripartites du Groupe de Contrôle de l'I.G FARBEN, etant entendu que les documents saisis dont disposent le Groupe et les entreprises rattachees

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(contrats et accords, dossiers de correspondance generale, archives de comptabilite, registres, etc) recevront la destination fixee par le Groupe de contrôle de l'I.G FARBEN, conformement aux instructions donnees par chaque Haut-Commissariat a son element national à l'interieur du Groupe

7. ARCHIVES DE L'OFFICE TRIPARTITE DE LA CIRCULATION -

Il est convenu qu'aucune instruction tripartite supplementaire n'est necessaire en ce qui concerne les archives tripartites de l'Office Tripartite de la Circulation, etant entendu que

a) la reproduction sur microfilm des archives de l'Office Tripartite de la Circulation concernant ses directives politiques (policy files) devra être menee a bonne fin et que les autorites competentes françaises et britanniques recevront chacune une serie de ces microfilms,

b) les dossiers de l'Office Tripartite de la Circulation contenant les documents originaux relatifs aux directives politiques et aux renseignements de securite (policy and security files) devront demeurer, comme ils le sont a present, accessibles aux autorites competentes des trois Gouvernements jusqu'a la date de fermeture du Bureau de Mehlem de l'Office Tripartite de la Circulation, (par opposition au bureau de Bonn) A cette date, les archives relatives aux directives politiques seront deposees aux Etats-Unis, sous la garde du Gouvernement des Etats-Unis, et les archives relatives aux renseignements de sécurite seront déposees en Allemagne, sous le contrôle du "Supervisory Consul General" americain, presentement a Mehlem. Ces archives seront soumises aux dispositions du présent Accord,

c) l'élément français consent à charger son personnel, précédemment employe au Bureau de Circulation interzone de Baden-Baden, de trier les dossiers non confidentiels relatifs aux questions d'entrée et de sortie afin d'en retirer les documents originaux (tels qu'actes de naissance, passeports périmes, etc), auxquels leurs titulaires

attacheraient une valeur Ces documents seront transmis au Gouvernement de la République Féderale pour remise a leurs proprietaires, le reste de ces dossiers sera detruit,
d) les dossiers relatifs a la correspondance generale devront demeurer accessibles aux autorites competentes des trois Gouvernements jusqu'à la fermeture du Bureau tripartite de Mehlem, date a laquelle ils devront être detruits,

e) lors de leur liquidation, les Bureaux de Permis devront extraire de leurs archives les documents presentant de l'importance, en vue de leur integration dans les archives centralisees, et proceder à la destruction du reste

8. ARCHIVES DE LA "JOINT EXPORT-IMPORT AGENCY.-

Il est convenu que les archives tripartites de la "JOINT EXPORT-IMPORT AGENCY" seront déposées en France, sous le contrôle du Gouvernement français, conformement aux termes de l'accord intervenu entre le Gouvernement français et la Haute Commission Alliée, le 22 Août 1953. Il est entendu qu'un Groupe de travail procede actuellement au tri de ces archives, conformément aux instructions unilatérales des trois Gouvernements.

9. GENERALITES -

Il est convenu que les Gouvernements non depositaires de certaines catégories d'archives recevront un sommaire detaille de chacune de ces catégories d'archives. Ces sommaires seront établis par les organismes interesses avant le transfert des archives aux Gouvernements dépositaires; si possible, ces sommaires seront enregistres sur microfilms.

Il est convenu que les Services français se chargeront du transport des archives vers la France, en vue de leur conservation dans la region de Metz, dans la mesure où les dépenses afférentes a ce transport peuvent être imputées sur les frais d'occupation, c'est sur ces derniers que seront également réglées les dépenses effectuées au lieu de destination, telles que celles relatives

au dechargement des archives Il est egalement convenu que le reglement de ces dépenses sera partagé également et imoute sur les frais d'occupation en DM. mis a la disposition des trois Gouvernements Afin de faciliter ce partage des frais, les autorites françaises s'engagent à tenir regulierement les autorites américaines et britanniques au courant des depenses qu'elles effectuent. Pour le moment, les trois Eléments réservent leur position au sujet des depenses qui ne peuvent être imputées sur les frais d'occupation. Les dispositions ci-dessus, relatives aux dépenses, ne s'appliquent pas au transfert des archives de l'Agence Commune pour l'exportation et l'importation (J.E.I.A.) étant donné que les frais de ce transfert seront réglés selon l'accord du 22 Août 1953, conclu entre le Gouvernement français et la Haute Commission Alliée.

Il est convenu que les Secretaires Nationaux seront chargés de surveiller l'application des mesures relatives au transfert des archives tripartites, ce travail devra commencer sans tarder et être termine des que possible, compte tenu des oesoins essentiels des organismes intéresses Les Secretaires Nationaux devront adresser au Groupe de travail des Affaires Politiques et au Comité des Affaires générales des comptes-rendus sur l'etat d'avancement de ce travail Une estimation des frais afférents à ces tâches devra être incluse dans le premier rapport. Il conviendra de déterminer d'accord avec les autorités budgetaires intéressées et avec le Sous-comité des Besoins et Charges d'occupation quels crédits sont disponibles et dans quelle mesure il est possible d'engager, avant la date d'entree en vigueur des Conventions de Bonn, des credits prélevés sur les frais d'occupation pour des dépenses oui, en fait, seront reglées après cette date.

The United Kingdom High Commissioner for Germany to the United States High Commissioner for Germany

UNITED KINGDOM HIGH COMMISSION
(22c) BONN
FRIEDRICH-EBERT-ALLEE 77

/ / /54 JUNE 30, 1954.

YOUR EXCELLENCY,

In connexion with the Agreement between the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the French Republic concerning the storage of, access to and the release of information from the archives of the Allied High Commission and connected Tripartite Agencies, which has been signed today, I have the honour to propose on instructions from Her Majesty's Principal Secretary of State for Foreign Affairs that the archives of the Bipartite Coal Control Group shall be left intact and deposited with the Government of the United Kingdom on the understanding that

(a) as between the Government of the United Kingdom and the Government of the United States, the provisions of the aforesaid Tripartite Agreement shall be applicable to those archives; and

(b) the French Government shall be accorded access, on the same terms and conditions as are set forth in the aforesaid Tripartite Agreement, to those portions of the archives of the Bipartite Coal Control Group in which the French Government determine that they have an interest.

I have the honour further to state that the Government of the United Kingdom are willing to accord to the Government of the United States access, on the same terms and conditions as are set forth in the aforesaid Tripartite Agreement, to those portions of the archives of the North German Coal Control Group deposited with the Government of the United Kingdom, in which the United States Government determine that they have an interest.

If the foregoing proposals are acceptable to the United States Government, I have the honour to suggest that the present Note and your reply in that sense, in conjunction with an Exchange of Notes of even date in similar terms between the undersigned and the French High

Commissioner [1] and with a like Exchange between the latter and yourself, [1] should be regarded as placing formally on record the agreement of the three Governments in this matter.

I take this opportunity to renew to Your Excellency the assurance of my highest esteem.

F R HOYER MILLAR.

His Excellency
Dr. JAMES B. CONANT,
United States High Commissioner in Germany,
Mehlem.

The United States High Commissioner for Germany to the United Kingdom High Commissioner for Germany

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

JUNE 30, 1954.

EXCELLENCY

I have the honor to acknowledge the receipt of your note of June 30, 1954 and, in reply, to inform you that, in connection with the Agreement between the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the French Republic concerning the storage of, access to, and release of information from the tripartite archives of the Allied High Commission and connected tripartite agencies, which has been signed today, the United States Government agrees to your proposal that the archives of the Bipartite Coal Control Group shall be left intact and deposited with the Government of the United Kingdom on the understanding that

(a) as between the Government of the United Kingdom and the Government of the United States, the provisions of the aforesaid Tripartite Agreement shall be applicable to those archives, and

(b) the French Government shall be accorded access, on the same terms and conditions as are set forth in the aforesaid Tripartite Agreement, to those portions of the archives of the Bipartite Coal Control Group in which the French Government determines that it has an interest.

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[1] Not printed. The signed original notes or certified copies thereof are filed in the archives of the Department of State, where they are available for reference.

I have the honor further to state that the Government of the United States accepts the offer of the Government of the United Kingdom to accord to the Government of the United States access, on the same terms and conditions as are set forth in the aforesaid Tripartite Agreement, to those portions of the archives of the North German Coal Control Group deposited with the Government of the United Kingdom, in which the United States Government determines that it has an interest.

Inasmuch as the foregoing proposals are acceptable to the United States Government, I have the honor to agree that your note and this reply, in conjunction with an exchange of notes of even date in similar terms between yourself and the French High Commissioner and with a like exchange between the latter and myself, should be regarded as placing formally on record the agreement of the three Governments in this matter.

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

JAMES B. CONANT
James B. Conant,
United States High Commissioner for Germany.

His Excellency
Sir FREDERICK HOYER MILLAR,
United Kingdom High Commissioner for Germany.

TIAS 3037
June 28, 1954

UNITED STATES EDUCATIONAL FOUNDATION IN GREECE

Agreement between the
UNITED STATES OF AMERICA
and GREECE

Amending Agreement of
April 23, 1948

- Effected by Exchange of Notes
  Signed at Athens June 28, 1954
- Entered into force June 28, 1954

The American Ambassador to the Greek Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Athens, June 28, 1954.

No. 354

EXCELLENCY:

In order to provide for the operation during the academic year 1954–1955 of the United States Educational Foundation in Greece, which Foundation was established pursuant to the Agreement between the Government of the United States of America and the Government of Greece signed at Athens on April 23, 1948, [1] I have the honor to propose that the first paragraph of Article 11 of that Agreement be amended by substituting the figure $2,200,000 for the figure $2,000,000 now appearing therein. If the Government of Greece agrees to the above proposal, I have the honor to propose that this Note, together with Your Excellency's reply, shall constitute an agreement between our respective Governments.

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

CAVENDISH W. CANNON

His Excellency
STEPHAN STEPHANOPOULOS,
Minister for Foreign Affairs,
Athens.

The Greek Minister for Foreign Affairs to the American Ambassador

ROYAL MINISTRY FOR
FOREIGN AFFAIRS

No 46891

ATHENS, *June 28, 1954*

EXCELLENCY,

I have the honor to refer to Your Excellency's Note of June 28, 1954, which reads as follows:

"In order to provide for the operation during the academic year 1954–1955 of the United States Educational Foundation in Greece, which Foundation was established pursuant to the Agreement be-

[1] Treaties and Other International Acts Series 1751; 62 Stat., pt. 2, p. 1901.

tween the Government of the United States of America and the Government of Greece signed at Athens on April 23, 1948, I have the honor to propose that the first paragraph of Article 11 of that Agreement be amended by substituting the figure $2,200,000 for the figure $2,000,000 now appearing therein. If the Government of Greece agrees to the above proposal, I have the honor to propose that this Note, together with Your Excellency's reply, shall constitute an agreement between our respective Governments.

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

In reply I have the honor to inform you that the Government of Greece accepts the proposal contained in your Note and to confirm that your Note together with the present reply constitute an agreement between our respective Governments.

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

STEPHANOPOULOS

His Excellency
Mr. CAVENDISH CANNON
Ambassador of the United States of America
Athens.

TECHNICAL COOPERATION

TIAS 3038
June 7, 1954

Education Survey Program

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

- Effected by Exchange of Notes
  Dated at México June 7, 1954
- Entered into force June 7, 1954

The American Ambassador to the Mexican Secretary for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 1018 *México, D. F., June 7, 1954*

EXCELLENCY:

I have the honor to refer to the Point Four General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America effected by an exchange of notes signed at Mexico City on June 27, 1951, [1] as subsequently modified and supplemented, [2] and to the request of your Government for the initiation of a project of technical cooperation in connection with the proposed Survey of Mexico's Technical Education Activities and Needs, as requested in Part II of your request dated June 2, 1952, Note No. 504778 [3] and subsequently endorsed by the University of Mexico and the Secretariat of Education.

I am pleased to inform your Excellency that my Government is prepared to cooperate in initiating and carrying out the requested project, convinced that it will further the general welfare of the peoples of our respective countries and will strengthen still further the bonds of friendship between them. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the requested project.

1. *Operating Agencies*

Pursuant to the Point Four General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Mexico signed at Mexico City on June 27, 1951, as subsequently modified and supplemented, a cooperative survey project encompassing studies of the present and anticipated future needs of industry for technically trained personnel, and the study of the educational programs and facilities in Mexico's principal colleges and universities shall be initiated and carried out in Mexico. The obligations assumed herein by the Government of Mexico shall be performed by it through the Banco de México (hereinafter referred to as the "Bank"). The Bank may discharge its obligations in cooperation with the Secretariat of Education, the University of Mexico,

[1] Treaties and Other International Acts Series 2273; 2 UST 1243.
[2] TIAS 2646 and 3006; 3 UST, pt. 4, p. 4781; and *ante*, p. 1373.
[3] Not printed.

Chambers of Commerce, Trade Associations, Industrial Organizations, interested lay groups, and other appropriate agencies. The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration") and the Administration's Mission in Mexico (hereinafter referred to as the "Mission"). The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, its regional office for Latin America, and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of these obligations. This Agreement and all activities carried on pursuant to it shall be governed by the above-mentioned Point Four General Agreement for Technical Cooperation.

2. *Project Activities*

During the term of this Agreement the Administration shall furnish to the Bank, and to cooperating agencies and institutions designated by the Bank, technical consultation and assistance in the planning of the studies contemplated in connection with the survey of Mexico's technical education activities and needs and in the development of a survey organization and the techniques to be applied. The Bank, with the cooperation of the designated participating agencies and institutions, shall be responsible for carrying on the actual operation, administration and financing of the survey project and for making effective use of the technical consultation and assistance furnished by the Administration, in connection with all survey activities. The project may also include training to be provided in the United States for Mexican personnel in accordance with such arrangements as may subsequently be agreed upon by the Mission Director and the Manager of the Bank.

3. *Technicians and Specialists*

The Administration will make available in Mexico and in the United States technicians and specialists to provide the consultation and assistance services specified in paragraph 2 above. The number and type of technicians to be assigned shall be determined by the Administration in consultation with the Bank and designated cooperating agencies and institutions. The specialists shall be selected and assigned by the Administration but shall be subject to acceptance by the Government of Mexico. These specialists shall be members of the Mission, which is under the direction of the Director of the Mission (hereinafter referred to as the "Mission Director"). It is understood that the Administration may at its discretion, after consultation with the Bank, replace, withdraw, or temporarily assign to other duties any specialist assigned to this cooperative project by the Administration.

4. *Contributions*

The Administration will pay the following costs in connection with this cooperative project:

a. Costs of salaries, allowances (including subsistence allowances during travel within Mexico) and costs of international travel of the specialists assigned in accordance with paragraph 3 above, as well as necessary and related costs of an administrative nature incurred by the Administration.

b. The Government of Mexico will arrange to have paid through the Bank and designated cooperating agencies and institutions all other costs involved in carrying out this cooperative project including, but not necessarily limited to, the following:

(1) The costs of furnishing office space, office equipment and supplies, and stenographic and other services required by the specialists to be assigned by the Administration for the effective performance of their services.

(2) Costs of necessary transportation within Mexico performed in connection with work under this Agreement by the specialists assigned by the Administration.

(3) Costs of furnishing the facilities, supplies and services, including forms, printing, binding and administrative costs, required for the effective carrying out of the survey within the scope of this cooperative project.

5. *Rights and Exemptions*

The Government of Mexico shall make such arrangements as may be necessary so that, in connection with activities under this Agreement, the Government of the United States, and all personnel of the Government of the United States who are present in Mexico to perform work under this Agreement, whether employed directly by it or under contract with a public or private organization, shall incur no expense for income or social security taxes levied under the laws of Mexico with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

6. *Reports*

The Mission Director and the Manager of the Bank shall submit to the Administration and the Bank reports on activities under this Agreement at such times as may be appropriate, including a final report summarizing the activities and accomplishments of the project.

The Administration may at any time observe operations under this Agreement and examine materials pertinent thereto.

7. *Duration and Termination*

a. This Agreement shall remain in force until October 30, 1957, or until thirty days after either Government shall have given written notice to the other of intention to terminate it, whichever is earlier.

b. It is understood that the obligations of the two Governments hereunder shall be subject to the availability of appropriated funds for that purpose.

The Government of the United States of America will consider the present note and your reply concurring therein as constituting an Agreement between our two Governments on the terms and conditions set forth above which shall enter into force on the date of your note in reply.

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

FRANCIS WHITE

His Excellency
Don LUIS PADILLA NERVO
Secretary for Foreign Relations,
México, D. F.

The Mexican Secretary for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

505310 MÉXICO, D. F. *a 7 de junio de 1954.*

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia número 1018, fechada el día de hoy, en la cual se refiere al Acuerdo General sobre Cooperación Técnica, celebrado entre el Gobierno de México y el de los Estados Unidos de América por medio del canje de notas de 27 de junio de 1951, modificado y adicionado posteriormente, así como a la nota de mi Gobierno número 504778 de fecha 12 de junio de 1952, en relación con la iniciación de un programa de cooperación técnica para el exámen de las necesidades y actividades de México en materia de educación técnica.

Vuestra Excelencia, en su nota número 1018, me dice sobre este particular:

"Tengo la honra de hacer referencia al Acuerdo General de Punto IV para la Cooperación Técnica entre el Gobierno de México y el

Gobierno de los Estados Unidos de América, efectuado por canje de notas firmadas en la ciudad de México, el 27 de junio de 1951 modificado y adicionado posteriormente, así como a la solicitud de su Gobierno, para la iniciación de un programa de cooperación técnica relativo al plan de exámen de las necesidades y actividades de México en materia de educación técnica, contenida en la parte II de su nota número 504778, de fecha 2 de junio de 1952, y subsecuentemente aprobada por la Universidad de México y la Secretaría de Educación.

Me complazco en informar a Vuestra Excelencia que mi Gobierno está dispuesto a cooperar en la iniciación y ejecución del programa solicitado, convencido como está de que fomentará el bienestar general de los pueblos de nuestros respectivos países y fortalecerá todavía más los vínculos de amistad entre ellos. Consecuentemente, he sido autorizado por mi Gobierno para proponer que nuestros dos Gobiernos celebren un Acuerdo en los siguientes términos y condiciones, para llevar a cabo el programa solicitado.

1. – *AGENCIAS QUE ACTUARAN.*

De conformidad con el Acuerdo General de Punto IV para la Cooperación Técnica entre el Gobierno de los Estados Unidos de América y el Gobierno de México firmado en la ciudad de México el 27 de junio de 1951, modificado y adicionado posteriormente, se iniciará y llevará a cabo en México un programa cooperativo para el exámen de las necesidades actuales y las que puedan preverse en el futuro de la industria para el personal técnicamente entrenado, y el estudio de programas educativos y facilidades en los principales colegios y universidades de México. Las obligaciones asumidas por el Gobierno de México en el presente Acuerdo se cumplirán por conducto del Banco de México (al que en lo sucesivo se denominará "el Banco"). El Banco puede desempeñar sus obligaciones en cooperación con la Secretaría de Educación Pública, la Universidad de México, las Cámaras de Comercio, las Asociaciones Mercantiles, las Organizaciones Industriales, otros grupos similares interesados, y otras agencias apropiadas.

Las obligaciones que de conformidad con el presente Acuerdo asume el Gobierno de los Estados Unidos de América las cumplirá por conducto de la Administración de Operaciones Extranjeras—Foreign Operation Administration—(a la que en lo sucesivo se denominará "la Administración) y por la Misión de la Administración en México (a la que en lo sucesivo se denominará "la Misión"). La Administración puede dar cumplimiento a las obligaciones contraídas en este Acuerdo por conducto del Instituto de Asuntos Interamericanos, (su Oficina Regional para la América Latina), y podrá obtener la asistencia de otras agencias del Gobierno de los Estados

Unidos de América y otras agencias públicas y privadas para el desempeño de las mismas. Este Acuerdo y todas las actividades desarrolladas de conformidad con él, serán regidos por las disposiciones del precitado Acuerdo General de Punto IV para la Cooperación Técnica.

2. - *ACTIVIDADES RELATIVAS AL PROYECTO.*

Durante la vigencia de este Acuerdo, la Administración proporcionará al Banco y a las agencias e instituciones que cooperen a la ejecución del mismo, designadas por el Banco, consultas y ayuda de carácter técnico en el planeamiento de los estudios proyectados con respecto al exámen de las necesidades y actividades de México en materia de educación técnica, y en el desarrollo de una organización investigadora así como de los métodos que habrán de ser aplicados. El Banco, con la colaboración de las agencias e instituciones designadas y participantes en la aplicación del Acuerdo, se hará responsable de la ejecución práctica y Administrativa, y del financiamiento del programa de estudios y del empleo efectivo de las consultas y ayuda técnica proporcionada por la Administración, en lo que respecta a todas las actividades investigadoras. El programa puede incluir también el entrenamiento por parte de los Estados Unidos de personal mexicano de conformidad con los términos de aquellos arreglos que subsecuentemente hayan podido acordar el Director de la Misión y el Director del Banco.

3. - *TECNICOS ESPECIALISTAS.*

La Administración facilitará en México y en los Estados Unidos a técnicos y especialistas que proporcionarán los servicios de consultas y ayuda especificados en el inciso 2 anterior. La Administración de acuerdo con el Banco y las agencias e instituciones designadas y participantes, determinarán el número y tipo de técnicos que se asignarán para tal efecto.

Los especialistas serán elegidos y asignados por la Administración, pero estarán sujetos a la aceptación del Gobierno de México. Los mismos especialistas serán miembros de la Misión, la que está a cargo del Director de la Misión (a quien en lo sucesivo se designará como "el Director de la Misión"). Queda entendido que la Administración podrá, a su discreción, después de consultar con el Banco, reemplazar, retirar o temporalmente reasignar a otras labores a cualquier especialista adscrito por la Administración para este programa cooperativo.

4. - *CONTRIBUCIONES.*

La Administración sufragará las siguientes erogaciones en conexión con este programa cooperativo:

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a) Salarios, prestaciones (incluyendo las prestaciones de subsistencia durante los viajes en México) y los costos de viaje internacional de los especialistas asignados de acuerdo con el párrafo 3 anterior, así como todos los demás costos necesarios y relacionados con los anteriores, de naturaleza administrativa, en que incurra la Administración.

b) El Gobierno de México hará que se paguen por conducto del Banco y de las Agencias e instituciones designadas y participantes, todos los demás costos involucrados en la ejecución de este programa cooperativo, incluyendo de una manera enunciativa pero no necesariamente limitativa los siguientes:

(1) Costos relativos a la adjudicación de locales para oficinas, equipo de oficinas y enseres, y servicios estenográficos y otros requeridos por los especialistas asignados por la Administración para el desempeño efectivo de sus servicios;

(2) Costos del transporte que se requiera dentro de los límites de México, en conexión con las labores que desarrollen según este Acuerdo, los especialistas asignados por la Administración.

(3) Costos de suministro de facilidades, refacciones y servicios, incluyendo formas, servicios de imprenta y costos administrativos y de encuadernación requeridos para la ejecución efectiva de los estudios dentro de la esfera de acción de este programa cooperativo.

5. – *DERECHOS Y EXCENCIONES.*

El Gobierno de México hará los arreglos que sean necesarios a efecto de que en concexión con las actividades que se desarrollen bajo este Acuerdo, el Gobierno de los Estados Unidos de América y todo el personal del Gobierno de los Estados Unidos de América que esté presente en México para laborar según este Acuerdo, ya sea empleado directamente por dicho Gobierno o por contrato con una organización pública o privada, no incurran en gasto alguno por concepto de impuestos sobre la renta o cuotas de seguro social decretadas por la legislación mexicana con respecto a los ingresos sobre los cuales dichas personas estén obligadas a pagar impuestos sobre la renta o cuotas de seguro social al Gobierno de los Estados Unidos de América por los impuestos de propiedad sobre propiedad personal destinada a su propio uso, o por el pago de cualesquiera tarifa o derechos sobre artículos de uso personal o doméstico traídos al país para el uso personal de ellos mismos o de los miembros de su familia.

6. - *INFORMES.*

El Director de la Misión y el Director del Banco someterán a la Administración y al Banco informes sobre las actividades a que este Acuerdo se contrae, a intervalos que se consideren apropiados, incluyendo un informe final resumiendo dichas actividades y los resultados del programa. La Administración y el Banco pueden en cualquier tiempo vigilar las actividades a que se contrae este Acuerdo e inspeccionar los materiales relacionados con las mismas.

7. - *DURACION Y TERMINO.*

a) Este Acuerdo estará vigente hasta el 30 de octubre de 1957, o hasta 30 días después de que cualquiera de los Gobiernos haya notificado por escrito al otro su intención de darlo por terminado, surtiendo efecto la notificación que sea anterior.

b) Queda entendido que las obligaciones de ambos Gobiernos estarán sujetas a que los dos Gobiernos puedan disponer de las partidas asignadas para dicho fin.

El Gobierno de los Estados Unidos de América considerará que la presente nota y su respuesta a la misma constituyen un Acuerdo entre nuestros dos Gobiernos, en los términos y condiciones arriba enumerados y que entrará en vigor en la fecha de su nota de contestación."

Me es grato hacer del conocimiento de Vuestra Excelencia que mi Gobierno acepta los términos de su nota arriba transcrita, en la inteligencia de que dicha nota y la presente constituyen un Acuerdo sobre Cooperación Técnica para el exámen de las necesidades y actividades de México en materia de educación técnica, que entra en vigor en esta fecha, y que se regirá en todo por las estipulaciones del Acuerdo General sobre Cooperación Técnica.

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

L. P N.

Excelentísimo Señor FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

505310

MÉXICO, D. F., *June 7, 1954.*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 1018, dated today, in which you refer to the General Agreement for Technical Cooperation concluded between the Government of Mexico and that of the United States of America by an exchange of notes of June 27, 1951, as subsequently modified and supplemented, and to my Government's note No. 504778 dated June 12, 1952, in connection with the initiation of a program of technical cooperation for the survey of Mexico's technical education needs and activities.

In this connection Your Excellency states in your note No. 1018:

[For the English language text of the note, see *ante*, p. 1620.]

I am pleased to inform Your Excellency that my Government accepts the terms of your note transcribed above, with the understanding that the said note and the present note constitute an Agreement on Technical Cooperation for the survey of Mexico's technical education needs and activities, which enters into force on this date and which will be governed in all respects by the stipulations of the General Agreement for Technical Cooperation.

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

L. P N.

His Excellency
FRANCIS WHITE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

TRADE

TIAS 3039
July 7, 1954

Extension of Duty-Free Entry Period From July 4, 1954, Through December 31, 1955

Agreement between the
UNITED STATES OF AMERICA and
the REPUBLIC OF THE PHILIPPINES

- Effected by Exchange of Notes
  Signed at Manila July 7, 1954
- Entered into force July 7, 1954;
  operative retroactively July 4, 1954

The American Chargé d'Affaires ad interim to the Philippine Acting Secretary of Foreign Affairs

AMERICAN EMBASSY,
Manila, July 7, 1954.

No. 0016

EXCELLENCY:

I have the honor to refer to President Magsaysay's letter of March 19, 1954 to Ambassador Spruance, requesting that the reciprocal free trade period provided for by the Agreement between the United States of America and the Republic of the Philippines concerning trade and related matters, signed at Manila on July 4, 1946, [1] be extended beyond July 3, 1954.

I am pleased to communicate to Your Excellency that the Act of July 5, 1954, entitled "An Act to Provide for an Extension on a Reciprocal Basis of the Period of the Free Entry of Philippine Articles in the United States", [2] stipulates that the duty free treatment which is provided for in paragraph 1, Article I of the said Agreement shall apply, in lieu of the treatment specified in sub-paragraphs (a) and (b), paragraph 2, Article I, to Philippine articles (as defined in the protocol accompanying the Agreement) entered, or withdrawn from warehouse, in the United States for consumption during such period after July 3, 1954, but not after December 31, 1955, as the President of the United States proclaims that United States articles (as defined in the said protocol) will be admitted into the Philippines free of ordinary customs duty (as such duty is defined in the protocol).

It would be appreciated if Your Excellency would inform me during what period, if any, after July 3, 1954 but not after December 31, 1955, the Philippines will apply the duty free treatment provided for in paragraph 1, Article I of the Agreement, in lieu of the treatment specified in sub-paragraphs (a) and (b), paragraph 2, Article I, to United States Articles (as defined in the protocol) admitted into the Philippines for consumption.

Upon receipt of Your Excellency's note indicating such period, the President of the United States will issue a proclamation pursuant to the said Act providing for the duty free treatment of Philippine articles entering the United States.

[1] Treaties and Other International Acts Series 1588; 61 Stat., pt. 3, p. 2611.
[2] 68 Stat. 448.

Notwithstanding the extension of reciprocal duty free treatment as provided above, sub-paragraph (b), paragraph 2, Article I of the Agreement shall be considered as having been in effect for the purpose of applying the provisions of sub-paragraph (c) thereof.

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

WILLIAM S. B. LACY

His Excellency,
LEON MA. GUERRERO
Acting Secretary of Foreign Affairs for the Republic of the Philippines.

EXTENSION OF THE PERIOD OF THE DUTY-FREE TREATMENT TO PHILIPPINE ARTICLES IN THE UNITED STATES

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS, pursuant to the authority conferred by section 401 of the Philippine Trade Act of 1946 (60 Stat. 143), the President of the United States, through his duly empowered Plenipotentiary, entered into an agreement on July 4, 1946, with the President of the Philippines; and

WHEREAS on October 22, 1946, the two Governments exchanged notes making certain clarifying amendments[1] to the said agreement; and

WHEREAS the said agreement and the said notes were proclaimed by the President of the United States by Proclamations of December 17, 1946 and January 8, 1947, and entered into force on January 2, 1947; and

WHEREAS the act of July 5, 1954, entitled "An Act to provide for an extension on a reciprocal basis of the period of the free entry of Philippine articles in the United States", provides as follows:

> "The duty-free treatment provided for in section 201 of the Philippine Trade Act of 1946 (60 Stat. 143) shall apply in lieu of the treatment specified in paragraphs (1) and (2) of subsection (a) of section 202 of that Act, to Philippine articles entered, or withdrawn from warehouse, in the United States for consumption during such period after July 3, 1954, but not after December 31, 1955, as the President may declare by proclamation to be a period during which United States articles, as defined in that Act, will be admitted into the Republic of the Philippines free of ordinary customs duty, as such duty is defined in that Act. Notwithstanding any such proclamation, paragraph (2) of such subsection shall be considered as having been in effect for the purpose of applying the provisions of paragraph (3) of such subsection.":

NOW THEREFORE, I, DWIGHT D. EISENHOWER, President of the United States of America, acting under and by virtue of the authority vested in me by the said act of July 5, 1954, do hereby declare and proclaim, on the basis of information received from the Government of the Philippines, that United States articles, as defined in the said Philip-

[1] Treaties and Other International Acts Series 1588; 61 Stat., pt. 3, p. 2632.

pine Trade Act of 1946, entered, or withdrawn from warehouse, in the Philippines for consumption, during the period from July 4, 1954, to December 31, 1955, both dates inclusive, will be admitted into the Philippines free of ordinary customs duty, as such duty is defined in the said Philippine Trade Act of 1946.

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

DONE at the City of Washington this tenth day of July, in the year of our Lord nineteen hundred and fifty-four and of the Independence of the United States of America the one hundred and seventy-ninth.

[SEAL]

DWIGHT D EISENHOWER

By the President
JOHN FOSTER DULLES
Secretary of State

10 July 1954

The Philippine Acting Secretary of Foreign Affairs to the American Chargé d'Affaires ad interim

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, *July 7, 1954*

SIR:

I have the honor to acknowledge receipt of your note of July 7, 1954, informing the Philippine Government of the enactment on July 5, 1954 of a United States public law entitled, "An Act to Provide for an Extension on a Reciprocal Basis of the Period of the Free Entry of Philippine Articles in the United States" and to refer to Republic Act No. 1137 of the Congress of the Philippines authorizing such an extension.

My Government has the honor to propose that the proclamations necessary to put into effect the provisions of the said laws be issued by the Presidents of the Philippines and the United States at the earliest possible date so that the duty-free treatment provided for in paragraph 1, Article I of the Trade Agreement of July 4, 1946 shall be made to apply to the period from July 4, 1954 to December 31, 1955. The proclamation of the President of the Philippines providing for the continued duty-free entry of United States articles into the Philippines for consumption for the above-specified period will be issued momentarily. A copy of such a proclamation will be transmitted to the Embassy upon issuance thereof.

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

L M GUERRERO
Leon Ma. Guerrero
Acting Secretary

The Honorable
WILLIAM S. B. LACY
Charge d'Affaires a.i.
Embassy of the United States of America
Manila

MALACAÑANG
RESIDENCE OF THE PRESIDENT
OF THE PHILIPPINES
MANILA

BY THE PRESIDENT OF THE PHILIPPINES

PROCLAMATION NO. 49

WHEREAS, paragraphs 1 and 2, Article I of the Agreement between the Republic of the Philippines and the United States of America Concerning Trade and Related Matters which was signed at Manila on July 4, 1946, provide as follows:

ARTICLE I

1. During the period from the date of the entry into force of this Agreement to July 3, 1954, both dates inclusive, United States articles as defined in Subparagraph (e) of Paragraph I of the Protocol to this Agreement entered, or withdrawn from warehouse, in the Philippines for consumption, and Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol entered, or withdrawn from warehouse, in the United States for consumption, shall be admitted into the Philippines and the United States, respectively, free of ordinary customs duty.

2. The ordinary customs duty to be collected on United States articles as defined in Subparagraph (e) of Paragraph 1 of the Protocol, which during the following portions of the period from July 4, 1954, to July 3, 1974, both dates inclusive, are entered, or withdrawn from warehouse; in the Philippines for consumption, and on Philippine articles as defined in Subparagraph (f) of Paragraph 1 of the Protocol, other than those specified in Items D to G, both inclusive, of the Schedule to Article II, which during such portions of such period are entered, or withdrawn from warehouse, in the United States for consumption, shall be determined by applying the following percentages of the Philippine duty as defined in Subparagraph (h) of Paragraph 1 of the Protocol, and of the United States duty as defined in Subparagraph (g) of Paragraph 1 of the Protocol, respectively:

(a) During the period from July 4, 1954, to December 31, 1954, both dates inclusive, five *per centum.*

(b) During the calendar year 1955, ten *per centum.*

(c) During each calendar year after the calendar year 1955 until and including the calendar year 1972, a percentage equal to the per-

centage for the preceding calendar year increased by five *per centum* of the Philippine duty and the United States duty, respectively, as so defined.

(d) During the period from January 1, 1973, to July 3, 1974, both dates inclusive, one hundred *per centum.*

WHEREAS, Philippine Republic Act No. 1137 of June 16, 1954, entitled "An Act to Amend Commonwealth Act Seven Hundred and Thirty-Three" authorized the extension on the basis of reciprocity up to December 31, 1955, of the duty-free entry of United States articles in the Philippines as provided for in paragraph 1, Article I of the Agreement, in lieu of the treatment specified in subparagraphs (a) and (b), paragraph 2, Article I;

WHEREAS, the United States public law of July 5, 1954, entitled "An Act to Provide for an Extension on a Reciprocal Basis of the Period of the Free Entry of Philippine Articles in the United States" likewise authorized the extension on the basis of reciprocity up to December 31, 1955, of the duty-free entry of Philippine articles in the United States as specified in paragraph 1, Article I of the said Agreement, in lieu of the treatment specified in subparagraphs (a) and (b), paragraph 2, Article I; and

WHEREAS, in pursuance of the Act of the United States Congress of July 5, 1954, the President of the United States of America has issued a Proclamation dated July 10, 1954, extending the duty-free treatment provided for in Paragraph 1, Article I of the said Agreement, in lieu of the treatment specified in subparagraphs (a) and (b), paragraph 2, Article I, to Philippine articles (as defined in the Protocol accompanying the Agreement) entered, or withdrawn from warehouse in the United States for consumption during the period from July 4, 1954, to December 31, 1955, both dates inclusive;

NOW, THEREFORE, be it known that I, RAMON MAGSAYSAY, President of the Philippines, pursuant to Republic Act No. 1137 of June 16, 1954, do hereby proclaim the extension of the duty-free treatment provided for in Article I, Paragraph 1, of the Agreement, in lieu of the treatment provided for in Article I, Paragraph 2, subparagraphs (a) and (b), to United States articles (as defined in the Protocol) entered, or withdrawn from warehouse in the Philippines for consumption during the period from July 4, 1954, to December 31, 1955, both dates inclusive, to the end that the same and every part thereof may be observed and fulfilled with good faith by the Republic of the Philippines, the citizens of the Republic of the Philippines and all other persons subject to the jurisdiction thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Republic of the Philippines to be affixed.

Done in the City of Manila, this 12th day of July, in the year of Our Lord, nineteen hundred and fifty-four, and of the Independence of the Philippines, the ninth.

RAMON MAGSAYSAY
President of the Philippines

By the President:
FRED RUIZ CASTRO
Executive Secretary

TIAS 3040
Mar. 23 and
May 16, 1932

NONCOMMISSIONED FOREIGN SERVICE PERSONNEL

Free Entry Privileges

Agreement between the
UNITED STATES OF AMERICA
and CUBA

- Effected by Exchange of Notes Signed at Habana March 23 and May 16, 1932
- Entered into force May 16, 1932

The American Ambassador to the Cuban Secretary of State

No. 830 HABANA, *March 23, 1932*

EXCELLENCY:

I have the honor to refer to the Note Verbale of Your Excellency's Department dated November 29, 1927, by which the Embassy was informed in reply to its note of November 16, 1927, [1] that Your Excellency's Government was disposed to grant free entry privileges to the non-commissioned personnel of my Government's Embassy at Habana who were citizens of the United States and who were not engaged in any other business in Cuba, subject to the condition of the extension of reciprocal courtesies by the United States to corresponding employees of the Cuban Embassy at Washington.

Pursuant to instructions received from my Government, I have the honor to advise Your Excellency that no objections are now perceived to the extension of such free entry privileges on a reciprocal basis to such of the non-commissioned personnel of the Cuban Embassy at Washington as are Cuban nationals and not engaged in any other business on the understanding that no article the importation of which is prohibited by the laws of the United States shall be imported by them. The arrangement proposed would include the free entry of baggage and effects upon the arrival in the United States of such employees of the Cuban Embassy and upon their return to their post in the United States after leave of absence spent abroad, and would further provide for the free entry of articles imported by them into the United States for personal use at any time during their employment as above mentioned. Domestic servants employed by members of the Embassy staff would not be accorded the privilege of free importation of articles for their personal use subsequent to their arrival.

I am authorized further to convey to Your Excellency the expression of my Government's readiness immediately to give effect to such a reciprocal arrangement upon being advised of the continued willingness of Your Excellency's Government, as indicated in the note of November 29, 1927, above mentioned, to act in conformity with the Government of the United States in this matter.

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

HARRY F. GUGGENHEIM

His Excellency
Dr. JOSÉ CLEMENTE VIVANCO,
Secretary of State,
Habana.

[1] Not printed.

The Cuban Acting Secretary of State to the American Chargé d'Affaires ad interim

REPUBLICA DE CUBA
SECRETARIA DE ESTADO

LA HABANA, *16 de mayo de 1932.–*

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de acusar recibo de la atenta nota de esa Embajada, No. 830, de fecha 23 de marzo del actual, en relación con correspondencia anterior, por la que se sirve informar que su Gobierno no percibe ahora objeción alguna a la concesión de los privilegios de libre entrada, a base de reciprocidad, al personal subalterno de la Embajada cubana en Washington, que sean ciudadanos cubanos y no se dediquen a cualquier otro negocio, en la inteligencia de que por ellos no ha de ser importado artículo alguno cuya importación esté prohibida por las leyes de los Estados Unidos, y que el arreglo propuesto incluiría la libre entrada del equipaje y efectos de esos empleados de la Embajada cubana a su llegada a los Estados Unidos, y también a su regreso, después de una licencia disfrutada por ellos, y además, la libre entrada de los artículos importados para su uso personal durante el tiempo en que estén empleados; así como que a los sirvientes domésticos empleados por el personal de la Embajada no se les concederá el privilegio de libre entrada para los artículos de su uso personal, con posterioridad a su llegada.

En relación con lo expresado en dicha nota, de que su Gobierno está preparado para dar efectividad inmediata al arreglo recíproco, una vez conocido el parecer del Gobierno de Cuba, me complazco en significar a Vuestra Señoría que el Gobierno Cubano está conforme con dicho arreglo recíproco y ofrecerá el beneficio de libre entrada al personal subalterno de la Embajada de los Estados Unidos en la Habana, que se encuentren en la situación antes mencionada.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría el testimonio de mi mayor consideración.

E. USABIAGA
Subsecretario de Estado,
Encargado del Despacho.

Al Su Señoría EDWARD L. REED,
Encargado de Negocios ad-interim
de los Estados Unidos de América.–

Translation

REPUBLIC OF CUBA
DEPARTMENT OF STATE

HABANA, *May 16, 1932.*

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of your Embassy's courteous note No. 830 dated March 23, 1932, in which, with reference to previous correspondence, you are so good as to state that your Government does not now perceive any objection to the granting of free entry privileges on a reciprocal basis to the noncommissioned personnel of the Cuban Embassy in Washington who are Cuban citizens and are not engaged in any other business, with the understanding that no article the importation of which is prohibited by the laws of the United States shall be imported by them. The arrangement proposed would include the free entry of the baggage and effects of the said employees of the Cuban Embassy upon their arrival in the United States and also upon their return after they have been on leave, and the free entry of articles imported for their personal use while they are employed. Domestic servants employed by personnel of the Embassy will not be granted the privilege of free entry for articles for their personal use after their arrival.

With reference to the statement in the said note to the effect that your Government is prepared to give immediate effect to the reciprocal arrangement upon learning the opinion of the Government of Cuba, I take pleasure in informing you, Sir, that the Cuban Government agrees to the said reciprocal arrangement and will extend free entry privileges to the noncommissioned personnel of the Embassy of the United States in Habana who are in the above-mentioned situation.

I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

E. USABIAGA
Acting Secretary of State.

Mr. EDWARD L. REED,
Chargé d'Affaires ad interim
of the United States of America.

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TIAS 3041
June 28, 1954

TECHNICAL COOPERATION

Housing Program

Agreement between the
UNITED STATES OF AMERICA
and CHILE

- Signed at Santiago June 28, 1954
- Entered into force June 28, 1954

AGREEMENT FOR A COOPERATIVE HOUSING PROGRAM BETWEEN

THE GOVERNMENT OF CHILE

AND THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Republic of Chile, represented by its Minister of Foreign Affairs, His Excellency Roberto Aldunate León, and the Government of the United States of America, represented by its Ambassador in the Republic of Chile, the Honorable Willard L. Beaulac, have agreed as follows:

ARTICLE I

Pursuant to the Basic Agreement for Technical Cooperation, signed on behalf of the two Governments at Santiago, Chile, January 16, 1951,[1] ratified by the Chilean Congress and promulgated by Decree Nº392 of the Ministry of Foreign Affairs, dated June 26, 1951. The cooperative program described below shall be initiated in Chile. The obligations assumed herein by the Government of the Republic of Chile, will be performed by it through the Corporación de la Vivienda (hereinafter referred to as the "Corporación"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Institute of Inter-American Affairs,

[1] Treaties and Other International Acts Series 2403; 3 UST 390.

a corporate agency of the Government of the United States of America (hereinafter referred to as the "Institute"). The Corporación, on behalf of the Government of the Republic of Chile, and the Institute, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. The Institute will secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies in discharging its obligations under this Agreement. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said Basic Agreement for Technical Cooperation.

ARTICLE II

The objectives of this cooperative program will be:

1. To develop building materials and modern methods, which will permit to lower the cost of housing construction and thus make it possible to increase it.

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in this field.

3. To promote and strengthen understanding and good will between the peoples of the United States of America and the Republic of Chile and to strengthen the democratic ways of life.

ARTICLE III

It is agreed that this cooperative program may include

activities of the following types:

1. Studies, tests and development of materials for the construction of low cost houses.

2. Construction of a Model Project in which the above mentioned materials and new methods of construction will be applied.

3. An experimental project for cooperative housing construction, as part of the "Chillan Plan", based on the principles of aided self help and mutual assistance.

4. Establishment of a continuing program designed to improve the housing problem in Chile.

ARTICLE IV

The Institute agrees to furnish the technicians and specialists to collaborate in carrying out the cooperative program.

ARTICLE V

There is hereby established a Joint Fund which will serve as an agency of the Government of the Republic of Chile and shall administer the cooperative program in accordance with the provisions of this Agreement. The Vice-President of the Corporación (hereinafter referred to as the "Vice-President"), or his representative, and the Director of Technical Cooperation of the Institute in Chile, or his representative, shall act as Directors of the Joint Fund. The moneys of the Joint Fund shall be maintained in such bank or banks as the Directors shall select,

and shall be available only for the purpose of this Agreement.

ARTICLE VI

The contracting parties shall make available, to the extent provided below, the funds for use in carrying out the program during the period covered by this Agreement:

1. The Government of the United States of America, during the period from the date of signing of this Agreement through December 31, 1954, shall make available the funds necessary to pay salaries and other expenses of the American specialists and technicians, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be controlled by the Institute and shall not be deposited to the credit of the Joint Fund.

2. In addition, for the period from the effective date of this Agreement through December 31, 1954, the Government of the United States of America shall contribute and make available to the Joint Fund the sum of $30,000.00 (Thirty Thousand Dollars) in currency of the United States of America. The contracting parties agree that this sum shall be withheld in the United States of America to meet payments of the Joint Fund made outside of the Republic of Chile in U.S. dollars; provided, however, that the Vice-President and the Director of Technical Cooperation of the Institute may agree to deposit any part of

this sum so withheld to the Joint Fund when deemed necessary. The amounts invested in this way shall be considered as deposited to the credit of the Joint Fund, provided that the deposit is agreed to by the Vice-President and Director.

3. The Government of the Republic of Chile, for the period from the effective date of this Agreement through December 31, 1954, shall deposit to the credit of the Joint Fund the sum of $9,900,000.00 (Nine Million Nine Hundred Thousand Pesos) in currency of the Republic of Chile.

4. The contracting parties may later agree in writing upon the amount of funds that each will contribute and make available each year for use in carrying out the program during the period from December 31, 1954, through June 30, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Joint Fund shall be convertible into pesos at the highest exchange rate available at the time the conversion is made.

6. The sums deposited to the credit of the Joint Fund in banks, either the United States of America or in Chile, shall be withdrawn only by checks or other documents bearing the joint signatures of the Directors of the Joint Fund. The Directors shall include in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay to the Joint Fund any moneys which it shall pay out from the Joint Fund on the basis of any document other than a check or

other withdrawal document that has been signed by both Directors.

ARTICLE VII

1. The projects undertaken under this Agreement may include cooperation with national or provincial local governmental agencies in Chile, as well as with organizations of a public or private character, and other international organizations of which the United States of America and the Republic of Chile are members. By agreement between the Directors, contributions of funds or property, by either or both parties, or by any of such third parties shall be accepted for the Joint Fund in addition to those mentioned in Article VI.

2. The Government of the Republic of Chile in addition to the cash contribution provided for in Paragraph 3 of Article VI hereof, may, at its own expense, and pursuant to agreement between the Vice-President and the Director of Technical Cooperation:

a) Appoint specialists and other necessary personnel to collaborate with the Joint Fund.

b) Make available such office space, office equipment and furnishings and such other facilities, materials, equipment, supplies and services, as it can conveniently provide for the Program.

c) Make available the general assistance of the other governmental agencies of the Government of the Republic of Chile.

for carrying out the cooperative program.

ARTICLE VIII

1. The cooperative program shall consist of projects to be jointly planned and administered by the Directors of the Joint Fund. Each project shall be embodied in a written operational agreement which shall be signed by the Directors, shall define the work to be done, shall make the necessary allocations of funds, and may contain such other matters as the parties may agree to include.

2. Upon completion of any projects, a completion memorandum shall be drawn up and signed by the Directors which shall provide a record of the work done, the objectives achieved, the funds provided for, the problems encountered and solved, and related basic data.

3. The selection of housing specialists, technicians and other Chilean personnel to be sent to the United States of America or elsewhere at the expense of the Joint Fund pursuant to this program, as well as the training or other activities in which they shall participate shall be determined jointly by the Directors.

4. The general policy and administrative procedures that are to govern the cooperative program, the carrying out of projects, and the operations of the Joint Fund, such as the disbursement of and accounting for funds, the incurrence of obli-

gations of the Joint Fund, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Joint Fund and the terms and conditions of their employment, and all other administrative matters shall be determined jointly by the Directors.

5. All contracts and other instruments and documents relating to the execution of projects agreed shall be executed in the name of the Joint Fund and shall be signed by the Directors. The books and records of the Joint Fund Program shall be open at all times for examination by authorized representatives of the Government of the Republic of Chile and the Government of the United States of America. The Directors shall render a joint annual report of their activities to the two Governments and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon either the Vice-President or the Director of Technical Cooperation of the Institute may be delegated by either of them to any of their respective assistants, provided each such delegation be satisfactory to the other. Such delegation will not limit the right of the Vice-President or of the Director of Technical Cooperation of the Institute to try to resolve directly between them any matters which may be involved in this Agreement.

ARTICLE IX

1. The funds deposited to the credit of the Joint Fund shall continue to be available for the program during the existence of this Agreement, without regard to annual periods or fiscal years of either of the two parties.

2. All materials, equipment and supplies acquired for the program shall become the property of the Joint Fund and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of Chile.

3. Interest received on funds of the Joint Fund and any other increment of assets of the Joint Fund, of whatever nature or source, shall be devoted to the program and shall not be credited against any contribution due from either Government.

4. The funds of the Joint Fund which remain unexpended and unobligated on the termination of the cooperative program shall, unless otherwise agreed upon by the parties hereto at that time, be disposed of in the following manner:

a) Deposits in Chilean currency will be returned to the Government of Chile.

b) Deposits in United States currency will be returned to the Government of the United States of America.

ARTICLE X

The Government of Chile agrees to extend to the Joint Fund, and to all personnel, all rights and privileges enjoyed by agencies of the Government of Chile or by its personnel.

ARTICLE XI

It is agreed by the contracting parties that the personnel of the Institute, cooperating with the Program shall be entitled to the same privileges accorded under Article IV of the Basic Agreement for Technical Cooperation.

ARTICLE XII

The Government of the Republic of Chile will endeavour to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII

This Agreement may be referred to as the "Chilean-American Agreement for a Housing Program". It shall become effective on the date it is signed and shall remain in force through June 30, 1960, or until three months after either Government shall give notice in writing to the other of intention to terminate it. The duration of this Agreement through June 30, 1960, shall be subject

to the availability of appropriations to both parties for the purpose of the program and pursuant to Article VI, paragraph 4 hereof.

Done in quadruplicate, in the English and Spanish languages, at Santiago, Chile, this 28th day of June, 1954.

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

Minister of Foreign Relations

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Ambassador

FOR THE CORPORACION DE LA VIVIENDA

Vice-Presidente Ejecutivo

FOR THE INSTITUTE OF INTER-AMERICAN AFFAIRS

Director of Technical Cooperation in Chile

ACUERDO PARA UN PROGRAMA COOPERATIVO ENTRE
EL GOBIERNO DE CHILE Y EL DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de Chile, representado por su Ministro de Relaciones Exteriores, Excelentísimo señor Roberto Aldunate León, y el Gobierno de los Estados Unidos de América, representado por su Embajador, señor Willard L. Beaulac, han acordado lo que sigue:

ARTICULO I

En conformidad con el Convenio Básico para Cooperación Técnica, suscrito por los dos Gobiernos en Santiago de Chile, el 16 de Enero de 1951, ratificado por el Congreso de Chile y promulgado por el Decreto Nº 392, de fecha 26 de Junio de 1951, del Ministerio de Relaciones Exteriores, se llevará a cabo en Chile el programa cooperativo que más adelante se indica. Los compromisos contraidos por el Gobierno de la República de Chile mediante este Acuerdo serán asumidos por la Corporación de la Vivienda (en adelante llamada "Corporación"). Los compromisos aquí contraidos por el Gobierno de los Estados Unidos de América, serán asumidos por el Instituto de Asuntos Interamericanos (en adelante llamado "Instituto"), una agencia incorporada del Gobierno de los Estados Unidos de América. La Corporación, en representación del Gobierno de la República de Chile, y el Instituto, en representación del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases de la planificación y la administración del programa cooperativo. El Instituto obtendrá la colaboración de otras reparticiones del Gobierno de los Estados Unidos de América y de otras instituciones, públicas y privadas, para cumplir con los compromisos contraidos por el presente Acuerdo. Este Acuerdo y todas las actividades que se emprendan en virtud de él, estarán sometidas a lo estipulado en el Convenio Básico para Cooperación Técnica.

ARTICULO II

Los objetivos de este programa cooperativo serán:

1. Desarrollar materiales y métodos modernos que permitan la construcción más económica de viviendas y así poder aumentar la construcción de habitaciones.

2. Estimular e incrementar el intercambio entre ambos paises de conocimientos, prácticas y técnicas en este ramo.

3. Promover y acrecentar la amistad y buen entendimiento entre los pueblos de Chile y los Estados Unidos de América y fortalecer las prácticas democráticas.

ARTICULO III

El programa cooperativo podrá incluir actividades de los siguientes tipos:

1. Estudios, ensayos y el desarrollo de materiales para la construcción de viviendas económicas.

2. La edificación de un Proyecto Modelo en el que se aplicarán los materiales descritos arriba y nuevos métodos de construcción.

3. Un proyecto experimental de construcciones en forma cooperativa como parte del Plan Chillán y que se basará en el principio de la Ayuda Propia y la Ayuda Mutua.

4. Establecimiento de un programa continuo para mejorar el problema de la vivienda en Chile.

ARTICULO IV

El Instituto acuerda proporcionar los técnicos y especialistas que colaborarán en la realización del programa cooperativo.

ARTICULO V

Por el presente instrumento se establece un Fondo Común que servirá como un organismo del Gobierno de la República de Chile y administrará el programa cooperativo en conformidad con lo estipulado en el presente Acuerdo. El Vice-Presidente Ejecutivo de la Corporación (en adelante llamado "Vice-Presidente"), o su Delegado, y el Director de Cooperación Técnica del Instituto en Chile, o su Delegado, actuarán como Directores del Fondo Común. Los dineros del Fondo Común se mantendrán en el banco o bancos que determinen los Directores y estarán disponibles exclusivamente para los fines de este Acuerdo.

ARTICULO VI

Las partes contratantes aportarán los fondos qua se detallan a continuación para llevar a cabo al programa durante el período comprendido por este Acuerdo:

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la fecha en que se firma este Acuerdo y el 31 de Diciembre de 1954 proveerá los fondos necesarios para cancelar los sueldos y otros gastos de los técnicos y especialistas norteamericanos, así como otros gastos de orden administrativo en que pueda incurrir el Gobierno de los Estados Unidos de América con relación a este programa cooperativo. Estos fondos serán controlados por el Instituto y no se depositarán a la cuenta del Fondo Común.

2. Además, el Gobierno de los Estados Unidos de América proporcionará al Fondo Común para el período comprendido entre la fecha en que se firma este Acuerdo y el 31 de Diciembre de 1954, la suma de US$30.000,00 (Treinta Mil Dólares), en moneda de los Estados Unidos de América. Las partes con-

tratantes acuerdan que estos fondos serán retenidos en los Estados Unidos de América para pagar los gastos del Fondo Común efectuados fuera de la República de Chile en dólares, sin perjuicio que el Vice-Presidente y el Director de Cooperación Técnica del Instituto acuerden depositar a la cuenta del Fondo Común cualquier parte de los fondos así retenidos cuando lo estimen conveniente. Las sumas así invertidas serán consideradas como depositadas a la cuenta del Fondo Común, siempre que su inversión haya sido acordada por el Vice-Presidente y el Director.

3. El Gobierno de la República de Chile depositará en la cuenta del Fondo Común, para el período comprendido entre la fecha en que se firma este Acuerdo y el 31 de Diciembre de 1954, la suma de $9.900.000,00 (Nueve Millones Novecientos Mil Pesos) en moneda de la República de Chile.

4. Las partes contratantes podrán acordar por escrito, posteriormente, los fondos con que contribuirán cada año las respectivas partes para continuar el programa durante el período comprendido entre el 31 de Diciembre de 1954 y el 30 de Junio de 1960.

5. La conversión de los fondos aportados por el Gobierno de los Estados Unidos de América al Fondo Común, deberá efectuarse al cambio más alto obtenible al momento de la conversión.

6. Las sumas depositadas en la cuenta del Fondo Común, tanto en los bancos de los Estados Unidos de América como en Chile, podrán retirarse únicamente mediante cheques u otros instrumentos de pago debidamente firmados por ambos Directores del Fondo Común. Los Directores estipularán en el Acuerdo de Depósito a firmarse con cualquier banco, que el banco se comprometerá a restituir al Fondo Común cualquier suma de dinero que no sea pagada por el banco contra cheques u otros instrumentos de pago debidamente firmados por ambos Directores.

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ARTICULO VII

1. Los proyectos que se emprendan en conformidad a este Acuerdo podrán comprender la cooperación de otras instituciones fiscales de carácter nacional, provincial o de carácter particular, o de otras organizaciones internacionales de las cuales la República de Chile y los Estados Unidos de América son miembros. Por acuerdo de los Directores, serán aceptados para el Fondo Común los aportes en dinero o bienes que se reciban de una o de ambas partes contratantes o de terceras partes, además de las ya citadas en el Artículo VI.

2. El Gobierno de la República de Chile, además del aporte en dinero efectivo estipulado en el párrafo 3 del Artículo VI de este Acuerdo, podrá por su propia cuenta y por acuerdo entre el Vice-Presidente y el Director de Cooperación Técnica:

a) Designar técnicos y otro personal necesario para colaborar con el Fondo Común;

b) Proporcionar oficinas, equipo y amoblado para oficinas y otras facilidades, materiales, equipo, mercaderías y servicios que pueda convenientemente facilitar para el programa;

c) Poner a disposición la ayuda general de otras reparticiones del Gobierno de la República de Chile para llevar a cabo el programa cooperativo.

ARTICULO VIII

1. El programa cooperativo que se menciona consistirá en proyectos que deberán ser planificados y administrados conjuntamente por los Directores del Fondo Común. Cada proyecto será incorporado en un acuerdo de proyecto de trabajo, firmado por ambos Directores, que definirá el trabajo por realizar;

asignará los fondos necesarios y comprenderá otros asuntos que los Directores acuerden incluir.

2. Al término de cualquier proyecto, se redactará un Memorandum de Terminación de Proyecto, que será firmado por los Directores, y contendrá un resumen del trabajo realizado, los resultados alcanzados, los fondos aportados, los problemas que se hubieren presentado y solucionado, y demás datos pertinentes.

3. La selección de especialistas, técnicos y otro personal chileno en el ramo de la Vivienda que sean enviados a los Estados Unidos de América u otro país por cuenta del Fondo Común en virtud de este programa, así como las actividades de especialización u otras en que ellos participen, serán determinadas conjuntamente por los Directores.

4. Las normas generales y procedimientos administrativos que regirán el programa cooperativo; la ejecución de los proyectos y el manejo de los dineros del Fondo Común, así como su desembolso y contabilización; la aceptación de compromisos por parte del Fondo Común; la compra, uso, inventario, control y disposición de los bienes; el nombramiento y despido de jefes y de otro personal del Fondo Común y los términos y condiciones de su empleo y todo otro asunto de índole administrativa, serán determinados conjuntamente por los Directores.

5. Todos los contratos y otros instrumentos y documentos relativos a la ejecución de los proyectos acordados se celebrarán en nombre del Fondo Común y serán firmados por los Directores. Los libros y registros del programa del Fondo Común estarán en todo momento disponibles para su revisión e inspección por los representantes autorizados del Gobierno de la República de Chile y del Gobierno de los Estados Unidos de América. Los Directores del Fondo Común rendirán conjuntamente un informe anual de sus actividades a los dos Gobiernos

y otros informes periódicos según se estime conveniente.

6. Cualquier derecho, poder u obligación conferido por este Acuerdo, tanto al Vice-Presidente o al Director de Cooperación Técnica del Instituto, podrá ser delegado por cualquiera de ellos en cualquiera de sus respectivos ayudantes, siempre que dicha delegación sea, en cada caso, satisfactoria al otro contratante. Tal delegación no limitará el derecho del Vice-Presidente ni del Director de Cooperación Técnica del Instituto de tratar de resolver directamente entre ellos cualquiera de los asuntos que comprende este Acuerdo.

ARTICULO IX

1. Las sumas depositadas en la cuenta del Fondo Común permanecerán disponibles para los fines del programa durante la vigencia del presente Acuerdo, sin tomar en consideración la terminación del año calendario o el ejercicio presupuestario de cualquiera de los dos Gobiernos.

2. Los equipos, materiales o mercaderías adquiridos para el programa serán bienes del Fondo Común, y se utilizarán exclusivamente para los fines del programa. Cualesquier material, equipo o mercadería que quede al término del programa se pondrá a disposición del Gobierno de Chile.

3. Los intereses que perciba el Fondo Común y cualquier otro incremento en el haber del Fondo Común, de cualquier origen o naturaleza, será destinado al programa y no se abonará a los aportes efectuados por cualquiera de los Gobiernos.

4. A menos que las partes contratantes acuerden otra cosa, al término del programa cooperativo, los dineros del Fondo Común que no hubieren sido gastados o comprometidos a esa fecha, se dispondrán como sigue:

a) Los fondos depositados en moneda chilena se devolverán al Gobierno de la República de Chile;

b) Los fondos que queden depositados en dólares en los Estados Unidos de América, se devolverán al Gobierno de los Estados Unidos de América.

ARTICULO X

El Gobierno de Chile acuerda conceder al Fondo Común y a todo su personal, todos los derechos y privilegios de que gozan las reparticiones y demás organismos del Gobierno de la República de Chile y su personal.

ARTICULO XI

Las partes contratantes acuerdan que el personal del Instituto que cooperará en este programa, tendrá los mismos derechos que se le confiere en el Artículo IV del Convenio Básico para Cooperación Técnica.

ARTICULO XII

El Gobierno de la República de Chile tratará de obtener la aprobación legislativa de las disposiciones del presente Acuerdo que la requieran y tomará las medidas ejecutivas necesarias para su cumplimiento.

ARTICULO XIII

Este Acuerdo se denominará "Acuerdo Chileno-Americano para un Programa de Vivienda". Entrará en vigencia el día de su firma, y regirá hasta el 30 de Junio de 1960, o hasta tres meses después que cualquiera de los dos Gobiernos informe por escrito al otro de su intención de ponerle término. La vigencia del Acuerdo hasta el 30 de Junio de 1960, estará sujeta a la disponibilidad de fondos de ambas partes para los fines del programa y a lo dispuesto en el párrafo 4 del Artículo VI del presente Acuerdo.

Hecho en cuatro ejemplares y en los idiomas castellano e inglés, en Santiago de Chile, el día 28 de Junio de 1954.

POR EL GOBIERNO DE LA REPUBLICA DE CHILE

Ministro de Relaciones Exteriores

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Embajador

POR LA CORPORACION DE LA VIVIENDA

Vice-Presidente Ejecutivo

POR EL INSTITUTO DE ASUNTOS INTERAMERICANOS

Director de Cooperación Técnica en Chile

LOAN OF SUBMARINES TO TURKEY

TIAS 3042
Feb. 16 and
July 1, 1954

Agreement between the UNITED STATES OF AMERICA and TURKEY

- Effected by Exchange of Notes Signed at Ankara February 16 and July 1, 1954
- Entered into force July 1, 1954

The American Ambassador to the Turkish Minister for Foreign Affairs

AMERICAN EMBASSY,
Ankara, February 16, 1954.

No. 909

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of Turkey of two submarines, the Guitarro (SS-363) and the Hammerhead (SS-364). I also confirm the understanding reached as a result of those conversations, as follows:

1. The Government of Turkey will retain possession of and will use these submarines in accordance with the conditions contained in the Agreement on Aid to Turkey between our two Governments signed on July 12, 1947,[1] and the Mutual Security Agreement between our two Governments signed on January 7, 1952.[2]

2. This loan shall remain in effect for a period of not more than five years from the date of delivery of the submarines. The Government of the United States may, however, request the return of the submarines at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of Turkey will promptly redeliver the submarines in accordance with paragraph 6 below.

3. Each submarine, together with its available onboard spares and allowances, including consumable stores and fuel, will be delivered to the Government of Turkey at such a place and time as may be mutually agreed upon, each delivery to be evidenced by a delivery certificate. The Government of Turkey shall have the use of all outfittings, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the submarines at the time of their delivery.

4. While the Government of Turkey may place each submarine under the Turkish flag, the title to the submarines, and the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of Turkey shall not, without the

[1] Treaties and Other International Acts Series 1629; 61 Stat., pt. 3, p. 2953.
[2] TIAS 2621; 3 UST, pt. 4, p. 4660.

consent of the Government of the United States, relinquish physical possession of the submarines or any such appurtenances.

5. The Government of Turkey renounces all claims which might arise against the Government of the United States in connection with the transfer, use or operation of the submarines and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

6. Upon expiration or termination of the loan as provided in paragraph 2, each submarine, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, fair wear and tear excepted, as it was when transferred to the Government of Turkey. Any appurtenances of the type enumerated in paragraph 3 on board the submarines at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should either submarine sustain damage from any cause, such as in the opinion of the Government of Turkey renders it a total loss, the Government of Turkey shall consult with the Government of the United States before declaring it to be a total loss. If either submarine is lost, or if it is not in substantially the same condition upon redelivery as it was when originally transferred, the Government of Turkey agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon, taking into consideration whether such loss or damage was caused through action by a hostile force.

I propose that, if these understandings meet with the approval of the Government of Turkey, the present note and your note in reply shall be considered as constituting an agreement confirming these understandings.

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

AVRA M. WARREN
American Ambassador

His Excellency
FUAD KÖPRÜLÜ,
Minister for Foreign Affairs,
Ankara.

The Turkish Minister for Foreign Affairs to the American Ambassador

TÜRKİYE CUMHURİYETİ
DIŞİŞLERİ VEKÂLETİ [1]

6221 ANKARA *July 1, 1954*

EXCELLENCY,

I have the honor to acknowledge receipt of your Note No: 909, of February 16, 1954, as follows:

"I have the honor to refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of Turkey of two submarines, the Guitarro (SS-363) and the Hammerhead (SS-364). I also confirm the understanding reached as a result of those conversations, as follows:

1. The Government of Turkey will retain possession of and will use these submarines in Accordance with the conditions contained in the Agreement on Aid to Turkey between our two Governments signed on July 12, 1947, and the Mutual Security Agreement between our two Governments signed on January 7, 1952.

2. This loan shall remain in effect for a period of not more than five years from the date of delivery of the submarines. The Government of the United States may, however, request the return of the submarines at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of Turkey will promptly redeliver the submarines in accordance with paragraph 6 below.

3. Each submarine, together with its available onboard spares and allowances, including consumable stores and fuel, will be delivered to the Government of Turkey at such a place and time as may be mutually agreed upon, each delivery to be evidenced by a delivery certificate. The Government of Turkey shall have the use of all out-fittings, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the submarines at the time of their delivery.

4. While the Government of Turkey may place each submarine under the Turkish flag, the title to the submarines, and the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of Turkey shall not, without the consent of the Government of the United States, relinquish physical possession of the submarines or any such appurtenances.

[1] Republic of Turkey
Ministry of Foreign Affairs.

5. The Government of Turkey renounces all claims which might arise against the Government of the United States in connection with the transfer, use or operation of the submarines and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

6. Upon expiration or termination of the loan as provided in paragraph 2, each submarine, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, fair wear and tear excepted, as it was when transferred to the Government of Turkey. Any appurtenances of the type enumerated in paragraph 3 on board the submarines at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should either submarine sustain damage from any cause, such as in the opinion of the Government of Turkey renders it a total loss, the Government of Turkey shall consult with the Government of the United States before declaring it to be a total loss. If either submarine is lost, or if it is not in substantially the same condition upon redelivery as it was when originally transferred, the Government of Turkey agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon, taking into consideration whether such loss or damage was caused through action by a hostile force.

I propose that, if these understandings meet with the approval of the Government of Turkey, the present note and your note in reply shall be considered as constituting an Agreement confirming these understandings.

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

I have the honor to inform you that my Government is in agreement with the foregoing.

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

F. KÖPRÜLÜ

His Excellency
AVRA M. WARREN
Ambassador of the
United States of America
Ankara

TIAS 3043
July 16, 1954

MEXICAN AGRICULTURAL WORKERS

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

Amending Agreement of August 11, 1951,
as Amended

- Effected by Exchange of Notes
  Signed at México July 16, 1954
- Entered into force July 16, 1954

The American Ambassador to the Mexican Secretary of Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 55 MEXICO, D. F., *July 16, 1954*

EXCELLENCY:

Pursuant to the notes exchanged by the Acting Secretary of Foreign Relations and me on March 10, 1954, (his note No. 20015-3 and my note No. 817) [1] establishing a Joint Migratory Labor Commission and setting forth its functions, that Commission met, as Your Excellency knows, in Mexico City on April 5th, 6th and 8th. As the result of its deliberations, the Commission on April 8th submitted its recommendations under paragraph (B) of the referred to exchange of notes.

My Government has carefully considered the proposal of the Joint Commission on Migratory Labor with respect to the reduction of the authorized minimum contracting period under the Migrant Labor Agreement of 1951, [2] as amended, [3] from the present six-week minimum to a four-week minimum. I desire to record my understanding of the Agreement reached between our two Governments with respect to the recommendation of the Commission as follows:

Workers who are residents of Mexicali, Baja California; Chihuahua, Chihuahua; and Monterrey, Nuevo Leon, may be contracted for four-week periods. The quota for the recruitment of Workers under the four-week contract will be 10,000 for each of these three cities. If adequate qualified Workers cannot be obtained from residents of these cities, Workers may be selected from areas adjacent thereto. To the degree possible, specialized Workers will be provided for the four-week contracts, and an effort will be made to establish a system of lists of names of Workers or job titles in order to facilitate their selection according to the type of work they shall perform.

Employers who enter into a four-week contract will be required to guarantee the Workers the opportunity for employment for at least 160 hours during this four-week period. The four-week contracts shall be printed on paper of a color distinct from that of the Standard Work Contract and shall bear the title "Special Contract for Four Weeks." In view of the fact that the proposal of the Joint Com-

[1] Treaties and Other International Acts Series 2932.
[2] TIAS 2331; 2 UST 1940.
[3] TIAS 2531; 3 UST, pt. 3, p. 3958; and TIAS 2586; 3 UST, pt. 3, p. 4341.

mission on Migratory Labor does not fully cover certain essential areas with respect to the application of the guarantee of employment, I am recording my understanding of our Agreement with respect to the application of this provision as follows:

If a Worker initially contracted under a four-week contract is retained after the expiration of that contract for any portion of the grace period provided for under Article 9 of the Standard Work Contract, he shall receive a five-sixths guarantee of employment for such additional Work Days. If the Work Contract is extended after the expiration of the initial four-week period, the Worker shall, at the expiration of the four-week contract be paid any amount due him under the 160-hour guarantee and, in addition, he shall for the total period of such extension receive the three-fourths guarantee of employment provided for in Article 10 of the Standard Work Contract.

In all other respects the provisions of the Migratory Labor Agreement of 1951, as heretofore amended, shall apply to a four-week contract to the same extent and in the same manner as they apply to contracts executed for minimum periods of six weeks or more. If a four-week contract is terminated prior to its expiration date in a manner other than provided for in Article 30 of the Migrant Labor Agreement, as amended, the guarantee of employment shall be reduced proportionately. The minimum guarantee of 160 hours provided for in Article 10 of the Special Contract for four weeks shall apply with respect to terminations of four-week contracts made in accordance with Article 9 of the Migrant Labor Agreement with Mexico of 1951, as amended.

The adaptation of Article 10 of the Standard Work Contract to the requirements of the "Special Contract for Four Weeks" proposed under paragraph (f) of the Commission's recommendation necessitates some language changes: Article 10, as revised for use in the Special Contract, will read as follows:

"10. EMPLOYMENT GUARANTEE—Except as otherwise provided in this contract, or in the Migrant Labor Agreement of 1951, as amended, the Employer guarantees the Mexican Worker the opportunity for at least 160 hours of employment, beginning with the Work Day following the Mexican Worker's arrival at the place of employment, and ending on the expiration date specified herein. If the Worker is retained after the expiration date of this contract for any portion of the grace period provided for under Article 9 of this contract, he shall receive a five-sixths guarantee of employment for such additional Work Days. If this contract is extended after its expiration date, the Worker shall, at the expiration of the four-week contract be paid any amounts due him under the 160-hour guarantee, and in addition he shall, for the total period of such

extension receive the three-fourths guarantee of employment provided for in Article 10 of the Standard Work Contract. In all other respects, the provisions of the Migrant Labor Agreement of 1951, as amended, shall apply to this contract to the same extent and in the same manner as they apply to contracts executed for minimum periods of 6 weeks or more. If this contract is terminated prior to its expiration date in a manner other than provided for in Article 30 of the Migrant Labor Agreement of 1951, as amended, the guarantee of employment shall be reduced proportionately. If this contract is terminated in accordance with Article 9 of the Migrant Labor Agreement of 1951, as amended, prior to its expiration date, the minimum guarantee of 160 hours provided for in this Article shall apply. If this contract is extended after its expiration date, the provisions of the Standard Work Contract approved pursuant to the Migrant Labor Agreement of 1951, as amended, shall supersede this contract to the extent that it is inconsistent herewith.

"If the Employer affords the Mexican Worker, during such period, less employment than required under this provision, such Mexican Worker shall be paid the amount which he would have earned had he, in fact, worked for the guaranteed number of hours. Any day that the Mexican Worker is absent on furlough authorized in accordance with Article 13 of this Contract shall not be considered a Workday within the meaning of this Article. Where wages are paid on a piece-rate basis, the Mexican Worker's average hourly earnings shall be used for the purpose of computing the amount due the Mexican Worker under this guarantee period.

"In determining whether the guarantee of employment provided for in this Article has been met, any hours which the Mexican Worker fails to work during a Workday, when he is afforded the opportunity to do so by the Employer, and all hours of work performed, shall be counted in calculating the hours of employment required to meet the satisfaction of this guarantee.

"For each Workday on which the Mexican Worker is willing and physically able to work and is not provided the opportunity for employment in excess of four hours, he will receive wages for the work actually performed during any such Workday and in addition subsistence, without cost to him. Subsistence is defined as three meals per day or, where the Mexican Worker has under Article 12 of this Contract elected not to eat at the Employer's restaurant facilities, subject to the provisions of said Article 12, the amount specified in this Work Contract."

I should appreciate receiving your confirmation of the above understanding.

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

FRANCIS WHITE

His Excellency
Señor Licenciado LUIS PADILLA NERVO,
Secretary of Foreign Relations,
México, D. F.

The Mexican Acting Secretary of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

20071 MÉXICO, D. F., *a 16 de julio de 1954.*

EXCELENCIA:

Tengo el honor de acusar recibo a Vuestra Excelencia de su Nota número 55 fechada el día de hoy, que textualmente dice:

"Refiriéndome a las notas cambiadas entre el Secretario de Relaciones Exteriores y el suscrito con fecha 10 de marzo de 1954 (su nota número 20015–3 y mi nota número 817), por medio de las cuales se estableció una Comisión Conjunta sobre Trabajadores Migratorios, señalándose sus funciones. Como Vuestra Excelencia está informada, dicha Comisión se reunió en la Ciudad de México durante los días 5, 6 y 8 del mes de abril último. Como resultado de sus deliberaciones, la propia Comisión presentó con fecha 8 de abril las recomendaciones que aparecen en el párrafo que alude al punto (B) de las notas citadas."

"Mi Gobierno ha estudiado cuidadosamente la proposición formulada por la Comisión Conjunta sobre Trabajadores Migratorios con respecto a la reducción del plazo mínimo de los contratos que autoriza el Acuerdo de 1951 sobre Trabajadores Migratorios, con sus reformas, reduciendo dicho plazo mínimo de 6 a 4 semanas. A este respecto deseo expresar en las siguientes líneas mi criterio acerca del arreglo que se ha logrado entre los dos Gobiernos con respecto a la recomendación formulada por la Comisión a que me refiero, como sigue:

"Los Trabajadores que sean residentes de Mexicali, Baja California; Chihuahua, Chihuahua; y Monterrey, Nuevo León, podrán ser contratados por períodos de cuatro semanas. La cuota de trabajadores que sean enrolados para obtener contratos de cuatro semanas será de 10,000 para cada una de las tres ciudades mencionadas. Si no es posible cubrir la cuota de trabajadores aceptables entre los residentes de dichas ciudades, tales trabajadores podrán ser seleccionados en

las áreas adyacentes a las mismas. Hasta donde sea posible, para los contratos de cuatro semanas se dará preferencia a los trabajadores especializados, y se procurará también adoptar un sistema de listas nominales de dichos trabajadores y su clasificación por actividades, a fin de facilitar su selección de acuerdo con la clase de trabajos que vayan a desempeñar."

"Se estipulará en los contratos de plazo de cuatro semanas, que el patrón le garantizará a los trabajadores por lo menos 160 horas de ocupación durante dicho plazo. Los contratos de cuatro semanas serán impresos en papel de distinto color del de los contratos standard de trabajo y llevarán el siguiente título: "Contrato especial por cuatro semanas". En vista de que la proposición de la Comisión Conjunta sobre Trabajadores Migratorios no cubre completamente algunos puntos esenciales relativos al cumplimiento de la garantía de empleo, hago constar a continuación los términos que expresan, según yo lo entiendo, nuestro común acuerdo respecto a la aplicación de las disposiciones relativas, como sigue:

"Si un trabajador que hubiere sido contratado inicialmente por cuatro semanas es retenido a la expiración de su contrato durante una parte del período de gracia que autoriza la Cláusula 9 del contrato tipo de trabajo, tendrá derecho a una garantía de cinco sextas partes de los días adicionales de trabajo que hubiere sido ocupado. Si el contrato de trabajo es prorrogado al expirar el período inicial de cuatro semanas, el trabajador recibirá el pago de los salarios que le correspondan en concepto de las 160 horas de garantía, y además estará cubierto por la garantía de las tres cuartas partes de tiempo de ocupación correspondientes al período total de la prórroga, con arreglo al artículo 10 del contrato tipo de trabajo."

"En todo lo demás regirán los preceptos del Acuerdo de 1951 sobre Trabajadores Migratorios, con sus enmiendas, aplicándolos a los contratos de cuatro semanas en igual forma como son aplicados a los contratos que se celebren por períodos de seis semanas o más. Si un contrato de cuatro semanas se da por terminado antes de la fecha de su expiración, en forma distinta a la establecida por el artículo 30 del Acuerdo sobre Trabajadores Migratorios, reformado, la garantía de tiempo de empleo se reducirá proporcionalmente. Con respecto a los Contratos Especiales de Cuatro Semanas que se den por terminados con arreglo al artículo 9 del Acuerdo de 1951 sobre Trabajadores Migratorios, reformado, se les aplicará la garantía mínima de 160 horas de ocupación que establece el artículo 10 de los propios Contratos Especiales de Cuatro semanas."

"Para ajustar la Cláusula 10 del contrato tipo de trabajo a los requisitos del "Contrato Especial de Cuatro Semanas" que la Comisión propone en el párrafo (f) de sus recomendaciones, se hace nece-

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sario cambiar su redacción, por lo que el citado artículo 10, revisado para aplicarlo a los Contratos Especiales, quedaría como sigue:

"10. GARANTIA DE TIEMPO DE EMPLEO.—Salvo lo que se estipule en contrario en este contrato, o en el Acuerdo de 1951 sobre Trabajadores Migratorios, con sus reformas, el patrón garantiza al trabajador mexicano la oportunidad de empleo durante 160 horas de trabajo por lo menos, a partir del primer día de trabajo siguiente al arribo del trabajador mexicano al lugar de ocupación, y terminando en la fecha de expiración que se especifica en este contrato. Si el trabajador es retenido después de la fecha de expiración de este contrato, por cualquiera porción del período de gracia estipulado en la Cláusula 9 de este contrato, se le garantiza ocupación por las cinco sextas partes de los días de trabajo adicionales. Si el presente contrato es prorrogado después de la fecha de su expiración, se pagará al trabajador todo lo que se le adeude en concepto de garantía de 160 horas de trabajo a la expiración del contrato de cuatro semanas, y además se le garantizarán las tres cuartas partes del tiempo de empleo durante el período total de dicha prórroga, con sujeción a la Cláusula 10 del contrato tipo de trabajo. En todo lo demás, las disposiciones del Acuerdo de 1951 sobre Trabajadores Migratorios, con sus reformas, serán aplicadas a este contrato con igual amplitud y de la manera que se aplican a los contratos celebrados por un período mínimo de seis semanas o más. Si antes de la fecha de expiración del presente Contrato se le da por terminado en forma distinta a la establecida por el artículo 30 del Acuerdo de 1951 sobre Trabajadores Migratorios, reformado, la garantía de tiempo de empleo se reducirá proporcionalmente. Si este Contrato es terminado antes de la fecha de expiración con arreglo al artículo 9 del Acuerdo de 1951 sobre Trabajadores Migratorios, reformado, se le aplicará la garantía de ocupación mínima de 160 horas que establece la presente cláusula. Si este contrato es prorrogado después de la fecha de su expiración, las estipulaciones del contrato tipo de trabajo adoptadas con arreglo al Acuerdo de 1951 sobre Trabajadores Migratorios, con sus reformas, se tendrán por modificadas en este contrato en cuanto se opongan a lo aquí establecido."

"Si el patrón, durante el período indicado, le proporciona al trabajador mexicano menos horas de trabajo de las requeridas conforme a esta disposición, se pagará a dicho trabajador las cantidades que hubiere ganado como si, de hecho, hubiera trabajado durante el número de horas garantizadas. Los días que el trabajador mexicano estuviere ausente con motivo de vacaciones autorizadas con arreglo a la Cláusula 13 de este contrato, no serán considerados como días de trabajo para los efectos de la presente Cláusula. Cuando el pago de salarios se haga a base de destajo, para los fines del cómputo de las sumas que se le adeuden al trabajador mexicano en concepto de

tiempo de garantía, se tomará el promedio de lo que hubiere ganado por hora."

"Para determinar si la garantía de empleo estipulada en este artículo ha sido satisfecha, las horas que el trabajador mexicano deje de trabajar durante un día de trabajo, cuando se le proporcione por el patrón la oportunidad de trabajar, así como todas las horas de trabajo ejecutadas, serán computadas para calcular las horas de trabajo requeridas para satisfacer esta garantía."

"Por cada día de trabajo que el trabajador mexicano esté capacitado físicamente para trabajar y tenga voluntad de trabajar, no obstante lo cual no se le dé la oportunidad de ocupación por más de cuatro horas, recibirá sus jornales por el trabajo efectivamente realizado durante tal día de trabajo y además la subsistencia, sin costo para el mismo trabajador. La subsistencia consistirá en tres comidas diarias, o bien la cantidad especificada en este contrato, con arreglo a la Cláusula 12 del mismo, si el trabajador ha resuelto, conforme a la propia Cláusula, no tomar sus alimentos en el restaurante establecido por el patrón."

En debida respuesta a la Nota que arriba se transcribe, me es satisfactorio manifestar a Vuestra Excelencia que mi Gobierno confirma y acepta en todas sus partes el texto relacionado y está de acuerdo en que el mismo sea considerado como parte integrante del Acuerdo vigente de 1951, reformado, para los efectos de que la nueva modalidad que se le introduce, de contratos con plazo mínimo de 4 semanas, sea aplicada desde luego y a partir del canje de la presente Nota y la correspondiente de Vuestra Excelencia que antes se menciona.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOSÉ GOROSTIZA

A su Excelencia
El Señor FRANCIS WHITE,
Embajador de los Estados Unidos de América,
Ciudad

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

20071 MÉXICO, D. F., *July 16, 1954.*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 55, dated today, which reads, word for word, as follows:

[For the English language text of the note, see *ante*, p. 1669.]

In due reply to the note which is transcribed above, I am pleased to inform Your Excellency that my Government fully confirms and accepts the related text and agrees that it be considered as an integral part of the 1951 agreement, as amended, to the end that the new procedure introduced concerning minimum four-week contracts shall apply immediately from the date of the exchange of the present note and Your Excellency's corresponding one which is mentioned above.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOSÉ GOROSTIZA

His Excellency
FRANCIS WHITE,
Ambassador of the United States of America,
City.

TECHNICAL COOPERATION

TIAS 3044
June 2, 30, 1954

Industrial Apprenticeship Training Program

Agreement between the
UNITED STATES OF AMERICA
and BRAZIL

Extending Agreement of June 30, 1952

- Effected by Exchange of Notes Signed at Rio de Janeiro June 2 and 30, 1954
- Entered into force June 30, 1954

The Brazilian Minister of State to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

CNAT/244/602.(04) *Em 2 de junho de 1954.*

SENHOR EMBAIXADOR,

Tenho a honra de comunicar a Vossa Excelência que, terminando a 30 de junho de 1954 o prazo de vigência do Acôrdo do Programa de Aprendizagem Industrial, celebrado entre os Governos dos Estados Unidos do Brasil e dos Estados Unidos da América, e assinado no Rio de Janeiro a 30 de junho de 1952, e não estando ainda atingidos inteiramente os objetivos nêle colimados, parece-me de grande interêsse para ambas as Altas Partes Contratantes prorrogar por mais um período de um ano, a contar de 1° de julho de 1954, o prazo de validade do Ato Internacional em aprêço.

2. Esta Nota e a resposta que me dará Vossa Excelência, no caso de ser aceita pelo Govêrno dos Estados Unidos da América a presente proposta, constituirão um Acôrdo entre os dois Governos.

3. Fica entendido pelo meu Govêrno que as disposições dos parágrafos 1 e 2 do artigo IV se acham condicionadas às disponibilidades de verba após 30 de junho de 1954.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

Em nome do Ministro de Estado:

H. DE SOUZA GOMES
Pelo Secretário Geral.

A Sua Excelência o Senhor JAMES SCOTT KEMPER,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

CNAT/244/602.(04) *June 2, 1954.*

MR. AMBASSADOR,

I have the honor to inform Your Excellency that, inasmuch as the Industrial Apprenticeship Training Program Agreement concluded between the Governments of the United States of Brazil and the United States of America, and signed at Rio de Janeiro on June 30,

1952, [1] expires June 30, 1954, and the objectives envisaged therein have not yet been fully reached, it appears to me of great advantage for both of the High Contracting Parties to extend that international instrument for a period of one year from July 1, 1954.

2. This note, together with Your Excellency's reply thereto in the event that the present proposal is acceptable to the Government of the United States of America, will constitute an agreement between the two Governments.

3. It is understood by my Government that the provisions of paragraphs 1 and 2 of Article IV are subject to the availability of funds beyond June 30, 1954.

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

In the name of the Minister of State:
H. DE SOUZA GOMES
For the Secretary General.

His Excellency
JAMES SCOTT KEMPER,
Ambassador of the United States of America.

The American Ambassador to the Brazilian Minister of Foreign Affairs

AMERICAN EMBASSY
No. 412 *June 30, 1954*

EXCELLENCY:

I have the honor to refer to the note of Your Excellency's Ministry of June 2, 1954, which is as follows:

"I have the honor to inform Your Excellency that, inasmuch as the Industrial Apprenticeship Training Program Agreement entered into between the Governments of the United States of Brazil and the United States of America, and signed at Rio de Janeiro on June 30, 1952, expires June 30, 1954, and the intended objectives have not yet been fully reached, it appears to me of great advantage for both of the High Contracting Parties to extend that international instrument for a period of one year from July 1, 1954.

This note, and Your Excellency's reply thereto, in the event that the present proposal is acceptable to the Government of the United States of America, will constitute an agreement between the two Governments.

It is understood by my Government that the provisions of paragraphs 1 and 2 of Article IV are subject to the availability of funds beyond June 30, 1954."

[1] Treaties and Other International Acts Series 2748; 3 UST, pt. 4, p. 5455.

and to state, in behalf of the Government of the United States of America, that my Government is in agreement with the proposal made in the above-quoted note of Your Excellency's Ministry to extend the Industrial Apprenticeship Training Program Agreement for a period of one year from July 1, 1954, through June 30, 1955, it being understood that the provisions of paragraphs 1 and 2 of Article IV are subject to the availability of funds beyond June 30, 1954.

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

JAMES SCOTT KEMPER

His Excellency
VICENTE RÁO
Minister of Foreign Affairs
Rio de Janeiro

TECHNICAL COOPERATION

Joint Fund Program

TIAS 3045
June 21, 29, 1954

Agreements between the
UNITED STATES OF AMERICA
and ISRAEL

Amending Agreement of May 9, 1952,
as Amended

- Effected by Exchange of Notes
  Signed at Tel Aviv June 21, 1954
- Entered into force June 21, 1954

and

- Exchange of Notes
  Signed at Tel Aviv June 29, 1954
- Entered into force June 29, 1954

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

AMERICAN EMBASSY,
No. 183 *Tel Aviv, June 21, 1954.*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning amendments to the Agreement for a Technical Cooperation Program between our two Governments of May 9, 1952, [1] as amended August 17, 1952 [2] and March 11, 1953.[3]

Accordingly it is proposed that the aforesaid Agreement be amended as follows:

(1) Article I is amended to read:

"Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at Hakirya on February 26, 1951, [4] a technical cooperation program shall be initiated in Israel. The obligations assumed herein by the Government of Israel will be performed by it through such representative (hereinafter referred to as the 'Israel Representative') as may be designated by it. The obligations assumed herein by the Government of the United States of America will be performed by it through such representative as may be designated by it (hereinafter referred to as the 'United States Representative'). The United States Representative, on behalf of the Government of the United States of America, and the Israel Representative, on behalf of the Government of Israel, shall participate jointly in all phases of the planning and administration of the cooperative program. This agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the said General Agreement for Technical Cooperation."

(2) Article III, paragraph one, is amended to read:

"1. The furnishing by the Government of the United States of a field party of specialists to collaborate in carrying out the cooperative program."

[1] Treaties and Other International Acts Series 2570; 3 UST, pt. 3, p. 4258.
[2] TIAS 2697; 3 UST, pt. 4, p. 5088.
[3] TIAS 2788; 4 UST, p. 427.
[4] TIAS 2401; 3 UST 380.

(3) Article IV is amended to read:

"The field party of specialists shall be of such size and composition as the Government of the United States shall deem advisable and the numbers and skills of those technicians scheduled in implementation of special projects shall be determined upon in consultation with the Government of Israel. The field party of specialists, which shall be deemed to include United States contract personnel, shall be under the over-all direction of the United States Representative. The services of such field party of specialists shall be arranged for as mutually agreed by the two Governments and the members thereof shall be acceptable to the Government of Israel. Except as otherwise may be agreed, the field party of specialists and such contract personnel shall be accorded the privileges referred to in Article IV of the Point Four General Agreement."

(4) Article V is amended to read:

"There shall be established an agency of the Government of Israel to be known as the 'Israel-American Joint Fund' (hereinafter referred to as the 'Joint Fund') for the use of which there shall be established one or more special bank accounts in banks satisfactory to the Israel Representative and the United States Representative. All funds deposited to the credit of the Joint Fund under the terms of this Agreement shall be available only for the purposes of this Agreement. The Israel Representative and the United States Representative shall serve as Co-Directors of the Joint Fund."

(5) In Article VII add an "s" to the last "exchange"; before the comma which appears after the last "1952" insert "and November 25, 1953"; and strike "refugee relief and resettlement projects" and insert "special economic assistance projects".

(6) In Article VIII, paragraph one, change "1953" to "1954"; "technical mission" to "field party of specialists"; and "administration" to "Government of the United States."

Change the period at the end of the first sentence of paragraph two of Article VIII to a semicolon and insert thereafter the following:

"and for the period from July 1, 1953 through June 30, 1954, the Government of the United States of America shall contribute to the Joint Fund the sum of $695,000 (six hundred ninety-five thousand dollars) in currency of the United States of America."

In Article VIII, paragraph three, change "1953" to "1954".

(7) In Article X, paragraph one, change "technical mission" to "field party of specialists".

(8) In Article XVI strike "Technical Cooperation Administration of the Department of State" and substitute "Foreign Operations Administration".

Upon receipt of a note from your Excellency indicating that the above provisions are acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your Excellency's reply thereto constitute an agreement between the two Governments. Such agreement shall enter into force on the date of your Excellency's note in reply and shall remain in force until three months after the receipt by either Government of notice in writing by the other of intention to terminate the Agreement.

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

FRANCIS H. RUSSELL

His Excellency,
MOSHE SHARETT,
Minister of Foreign Affairs for
The State of Israel.

[SEAL]

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

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

משרד החוץ
ירושלים

FA/858/54

JERUSALEM, *21 June 1954*

SIR,

I have the honour to acknowledge receipt of your Note No. 183, dated 21 June 1954, concerning amendments to the Agreement for a Technical Cooperation Program between our two Governments of 9 May 1952 as amended 17 August 1952 and 11 March 1953, and to confirm that the provisions set forth in that Note are acceptable to the Government of Israel, which considers your Note and this reply as constituting an agreement between the two Governments on this subject, entering into force on this date.

Please accept the assurances of my highest consideration.

M. SHARETT
Minister for Foreign Affairs

Mr. FRANCIS H. RUSSELL,
Chargé d'Affaires,
United States Embassy in Israel.

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

AMERICAN EMBASSY,
Tel Aviv, June 29, 1954.

No. 188

EXCELLENCY:

I have the honor to refer to my note no. 183 of June 21, 1954 and to your note no. FA/858/54 of the same date concerning amendments to the Agreement for a Technical Cooperation Program between our two Governments of May 9, 1952, as amended August 17, 1952 and March 11, 1953.

My Government now finds it possible to increase by $58,000 (fifty-eight thousand dollars) its contribution to the Joint Fund and accordingly proposes a further amendment to the Agreement as amended by the exchange of notes of June 21, 1954. In the first sentence of paragraph two of Article VIII, the phrase "$695,000 (six hundred ninety-five thousand dollars)" should be deleted and in its place inserted the phrase "$753,000 (seven hundred fifty-three thousand dollars)".

Upon receipt of a note from your Excellency indicating that the above amendment is acceptable to the Government of Israel, the Government of the United States of America will consider that this note and your Excellency's reply thereto constitute an agreement between the two Governments. Such agreement shall enter into force on the date of your Excellency's note in reply and shall remain in force until three months after the receipt by either Government of notice in writing by the other of intention to terminate the Agreement.

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

FRANCIS H. RUSSELL

His Excellency,
MOSHE SHARETT,
Minister of Foreign Affairs for
The State of Israel.

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

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

משרד החוץ
ירושלים

FA/863/54

JERUSALEM, *29 June 1954*

SIR,

I have the honour to acknowledge receipt of your Note No. 188, dated 29 June 1954, concerning a further amendment to the Agreement for a Technical Cooperation Program between our two Governments of 9 May 1952 as amended 17 August 1952, 11 March 1953 and 21 June 1954, and to confirm that the provisions set forth in that Note are acceptable to the Government of Israel, which considers your Note and this reply as constituting an agreement between the two Governments on this subject, entering into force on this date.

Please accept the assurances of my highest consideration.

M. SHARETT
Minister for Foreign Affairs

Mr. FRANCIS H. RUSSELL,
Chargé d'Affaires,
United States Embassy in Israel.

INTERNATIONAL RICE COMMISSION

TIAS 3046
Dec. 10, 1953

Amended Constitution, With Rules of Procedure, Adopted by the UNITED STATES OF AMERICA and OTHER GOVERNMENTS

- Formulated by the Third Session of the International Rice Commission at Bandung, May 1952
- Approved by a resolution adopted December 10, 1953, by the Seventh Session of the Conference of the Food and Agriculture Organization of the United Nations, held at Rome November 23–December 11, 1953
- Entered into force December 10, 1953

INTERNATIONAL RICE COMMISSION

COMMISSION INTERNATIONALE DU RIZ

CONSTITUTION

ACTE CONSTITUTIF

RULES OF PROCEDURE

REGLEMENT INTERIEUR

1954

INTERNATIONAL RICE COMMISSION

CONSTITUTION[1]

Preamble

The Fourth Session of the Conference of the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO"), having considered the recommendations of the Rice Meeting held in Baguio, Philippines, in March 1948, as approved in principle by the Council of FAO at its meeting in April 1948, approved the establishment of an International Rice Commission (hereinafter referred to as "the Commission") in accordance with the provisions of the Draft Constitution drawn up at the Rice Meeting at Baguio.

ARTICLE I.

Object

The object of the Commission shall be to promote national and international action with respect to production, conservation, distribution and consumption of rice, except matters relating to international trade.

ARTICLE II.

Membership

The Members of the Commission shall be such Nations, which are Members of FAO, as may accept this Constitution in accordance with the provisions of Article VIII thereof.[2]

[1] This amended text of the constitution of the International Rice Commission replaces the constitution formulated at Baguio in March 1948 (Treaties and Other International Acts Series 1938; 63 Stat., pt. 3, p. 2533).

[2] The member nations of the Commission as of July 21, 1954, were as follows: United States of America, Australia, Burma, Cambodia, Ceylon, Cuba, Dominican Republic, Ecuador, Egypt, France, India, Indonesia, Italy, Japan, Republic of Korea, Laos, Mexico, Netherlands, Pakistan, Paraguay, Philippines, Thailand, United Kingdom, and Viet-Nam.

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ARTICLE III.

Seat

The seat of the Commission shall be the same place as the seat of the headquarters of the FAO Regional Office for Asia and the Far East.

ARTICLE IV.

Functions

The Commission shall have the functions of:

(a) keeping under review the scientific, technical and economic problems that bear upon the object of the Commission as stated in Article I;

(b) encouraging and co-ordinating research on the above-mentioned problems and promoting its practical application;

(c) undertaking, where necessary and appropriate, co-operative projects directed to the solution of the above-mentioned problems;

(d) recommending to Member Nations of the Commission, through the Director-General of FAO, such national and international action as may appear to the Commission to be necessary or desirable for the solution of the above-mentioned problems;

(e) recommending to the Director-General of FAO the provision of technical assistance to Member Nations of the Commission in measures directed to that end;

(f) assembling, collating and disseminating, through the publications of FAO or otherwise, information relating to the problems and activities pertinent to the functions of the Commission; and

(g) reporting at appropriate intervals on its activities, through the Director-General, to the FAO Conference, and making such other reports to the Director-General of FAO on matters relating to the production, conservation, distribution and consumption of rice, as the Commission itself may consider expedient or the Director-General or the FAO Conference may request.

ARTICLE V.

Organization

1. Each nation that becomes a Member of the Commission as defined in Article II hereof shall have the right to be represented at sessions of the Commission by a single delegate, who may be accompanied by an alternate and by experts and advisers. Alternates, experts and advisers shall be entitled to take part in the proceedings of the Commission but not to vote, except in the case of an alternate who is duly authorized to act for a delegate.

2. Each Member Nation shall have one vote. Decisions of the Commission shall be taken by a simple majority of votes cast except as otherwise provided by this Constitution.

3. The Commission shall elect, at the beginning of each regular session, a Chairman and two Vice-Chairmen from amongst the delegates who shall serve until the beginning of the next regular session, without prejudice to the right of re-election.

4. Subject to the provisions of paragraphs 2 and 5 of this Article, the Commission shall with the concurrence of the Director-General of FAO, establish its own rules of procedure and determine the time and place of its sessions.

5. The Director-General of FAO, after consultation with the Chairman, shall call a regular session of the Commission at least once every two years, unless otherwise directed by a majority of Member Nations.

6. Any Member Nation of the Commission shall have the right, with the concurrence of the Director-General of FAO, to call for a special session of the Commission, and such a session shall be called if at least one-third of the Member Nations so request.

7. The Director-General of FAO shall appoint and provide the secretariat of the Commission from FAO staff.

ARTICLE VI.

Committees and Working Parties

1. The Commission may establish temporary, special, or standing

committees to study and report on matters pertaining to the purpose of the Commission.

2. The Commission may establish working parties to study and recommend on specific technical problems. These working parties shall be convened by the Director-General of FAO at such times and places as are in accordance with the objectives for which they were established.

3. The members of committees and working parties shall be Member Nations of the Commission. The Commission shall determine the membership of such committees and working parties and the representatives of members on committees and working parties shall be designated by their respective governments.

4. Each committee or working party shall elect its own Chairman and FAO shall provide its secretariat.

ARTICLE VII.

Expenses

1. Expenses incurred by delegates and their alternates, experts and advisers in attending meetings of the Commission shall be determined and paid by their respective governments.

2. The expenses of the secretariat of the Commission, and any expenses incurred by the Chairman of the Commission in performing duties connected with its work in intervals between sessions of the Commission, shall be determined and paid by FAO within the limits of an annual budget prepared and approved by the FAO Conference in accordance with the Rules of Procedure and Financial Regulations of FAO for the time being in force.

3. Expenses for co-operative projects by Member Nations as authorized in Article IV (c), unless they are met by FAO or from any other source, shall be determined and paid by Member Nations in such manner and proportions as they may mutually agree.

ARTICLE VIII.

Acceptance and Withdrawal

1. Acceptance of this Constitution by any Member Nation of FAO

shall be effected by the deposit of a notification of acceptance with the Director-General of FAO and shall take effect on receipt of such notification by the Director-General, who shall inform all the Member Nations of FAO of such receipt.

2. Any Member Nation may give notice of withdrawal from the Commission at any time after the expiration of one year from the date of its acceptance of this Constitution. Such notice of withdrawal shall take effect six months after the date of its receipt by the Director-General of FAO, who shall inform all Member Nations of FAO of such receipt.

ARTICLE IX.

Amendments

This Constitution may be amended by the vote of a two-thirds majority of all the Members of the Commission, any amendment becoming effective only after concurrence of the FAO Conference.

ARTICLE X.

Entry into Force

This Constitution shall enter into force as soon as notifications of acceptance have been received by the Director-General of FAO from at least ten Member Nations of FAO representing in the aggregate not less than half of the world production of rice in the crop year 1947/48 as shown by official statistics.

RULES OF PROCEDURE

RULE I

Sessions of the Commission

1. The regular session of the Commission shall be held biennially unless otherwise directed by a majority of Member Nations of the Com-

mission. Each regular session of the Commission shall decide the date and place of the next regular session.

2. In pursuance of Article V, paragraph 6, of the Constitution, the Director-General of FAO shall, after consultation with the Chairman, convene the Commission to meet in special session at such time and place as the Director-General of FAO may designate.

3. Notices convening a session of the Commission shall be issued by the Director-General of FAO or his authorized representative, not less than fifty days in advance of the date fixed for the opening of the session, to Member Nations of the Commission and international organizations eligible to participate.

4. Any international organization may be invited to participate as observers in sessions of the Commission in accordance with the rules generally applied in this respect by FAO. The representatives of such participating organizations may take part in the discussions but may not vote.

RULE II

Agenda

1. A provisional agenda of each session of the Commission shall be sent by the Director-General of FAO or his authorized representative, to Member Nations of the Commission and to participating international organizations, not less than fifty days before the date fixed for the opening of the session, except as provided in Rule XII paragraph 2.

2. The provisional agenda of each regular session of the Commission shall consist of:

(a) a progress report by the Executive Secretary of the work of the Commission since its last regular session, including a review of expenditures by FAO in connection with work sponsored by the Commission;

(b) a financial statement, audited according to the established procedures of FAO, by the Executive Secretary regarding any co-operative projects sponsored by the Commission to which the Member Nations have made special contributions;

(c) budgetary proposals for the ensuing years, covering any projects requiring special contributions from Member Nations;

(d) reports by committees and working parties;

(e) approval of the Commission's report to the FAO Conference;

(f) any items which have been requested by Member Nations of the Commission in accordance with paragraph 3 of this Rule;

(g) any items which have been determined by previous sessions of the Commission;

(h) any items which the Conference, Council, or Director-General of FAO refer to the Commission; and

(i) other business arising out of the Commission's functions.

3. Proposals for items to be discussed, other than those included in the provisional agenda, may be made by any Member Nation of the Commission, provided such items are received by the Executive Secretary at least ten days in advance of the opening of the Session. Any such items, if adopted by the Commission for inclusion in the Agenda, shall not be discussed until at least forty-eight hours after the Agenda has been adopted.

4. At each session the provisional agenda, together with the proposed additions or deletions, if any, shall be submitted to the Commission for approval as soon as possible after the opening of the session and, on approval of the Commission with or without amendments, shall become the agenda of the Commission.

5. The agenda of a special session of the Commission convened in pursuance of Rule I, paragraph 2, shall be subject to approval by the Director-General of FAO.

RULE III.

Credentials

1. The credentials of delegates and the names of other members of their delegations and of the representatives of the participating international organizations shall, in so far as possible, be deposited with the Executive Secretary not later than the opening day of each session of the Commission.

2. The Executive Secretary shall examine the credentials and report thereon to the Commission.

RULE IV.

Plenary Meetings of the Commission

1. Plenary meetings of the Commission shall be held in public unless the Commission decides otherwise.

2. Subject to any decision of the Commission, the Executive Secretary shall make arrangements for the admission of the public, and of representatives of the press and other information agencies, to plenary meetings of the Commission.

RULE V.

Secretariat

1. The Secretariat of the Commission shall consist of an Executive Secretary, Technical Secretaries and, if determined as necessary by the Director-General of FAO, a Secretary-General, together with other staff members provided by FAO in pursuance of Article V, paragraph 7, of the Constitution. The Executive Secretary shall serve in a continuing capacity and the rest of the Secretariat shall serve only during the sessions of the Commission and its working parties and committees.

2. The Secretariat shall be responsible to the Director-General of FAO.

3. It shall be the duty of the Secretariat to receive and circulate documents, reports and resolutions of the Commission and of its committees and working parties; to prepare the records of their official meetings to certify expenditures and financial committments; and to perform such other work as is required of it by these rules, or by the Commission or any of its committees or working parties.

RULE VI.

Working languages

English and French shall be the working languages of the Commission.

RULE VII.

Election of Officers

1. Nominations shall be called for by the Chairman from the floor for the offices of Chairman and First and Second Vice-Chairmen of the Commission for the ensuing term of office as provided for in the constitution.

2. Each nomination shall be supported by a mover and seconded, and shall carry the endorsement of the nominee.

3. A majority vote shall be required to elect.

4. The elected officers shall hold office from the time of their election to the time when their successors are elected at the next regular session of the Commission.

RULE VIII

Powers and Duties of Chairman and Vice-Chairmen

1. In addition to exercising such powers as are conferred upon him elsewhere by these Rules, the Chairman shall declare the opening and closing of each plenary meeting of each session of the Commission. He shall direct the discussions in the plenary meetings, and at such meetings ensure observance of these Rules, accord the right to speak, put questions and announce decisions. He shall rule on points of order and, subject to these Rules, shall have complete control over the proceedings at any meeting. He shall request the Director-General of FAO to organize such committees and working parties as are recommended to be established, observe their progress and help to co-ordinate their efforts. When requested by the Director-General or the Council of FAO, he shall represent the Commission at meetings of other international bodies, and undertake other specified activities to help promote the objects of the Commission.

2. The First Vice-Chairman shall assume the duties of the Chairman while he is in office in the event that the Chairman is unable to be present or if he is otherwise prevented from serving in the capacity of Chairman. The Second Vice-Chairman shall replace the First Vice-Chairman if the latter is unable to serve.

RULE IX.

Quorum and Voting Arrangements

1. The presence of delegates representing a simple majority of the Member Nations of the Commission shall constitute a quorum.

2. Except as otherwise provided by the Constitution or these Rules, all decisions in a plenary meeting shall be taken by a majority of the votes cast.

3. When any delegate is unable to attend any plenary meetings, his place may be taken by another member of his delegation designated by him.

4. The quorum, voting arrangements and other related matters not specifically provided for by these Rules shall be governed by the Rules of Procedure of FAO.

RULE X.

Records and Reports

1. Summary records of the meetings of the Commission, committees and working parties shall be kept by the Executive Secretary and shall be circulated as soon as possible to participating members of delegations.

2. An official report of each session of the Commission, embodying the text of all resolutions, recommendations and formal decisions adopted or approved by the Commission, shall be communicated by the Director-General of FAO to all its Member Nations, to the United Nations and its Specialized Agencies, and to other participating international organizations. If requested, a statement of minority views on any issue debated by the delegates shall be included in such report.

RULE XI.

Finance

1. Except as may be otherwise provided in these Rules, the

Financial Regulations of FAO, as implemented by the Administrative Manual and memoranda and procedures based thereon, shall apply to the activities of the Commission.

2. The Commission shall prepare a detailed budget estimate for the ensuing first financial year, and a budget estimate for the ensuing second financial year with as much detail as practicable, covering any special projects which the Member Nations may agree to undertake and which require special contributions. These budget estimates shall be submitted by the Director-General of FAO or his authorized representative to the participating Member Nations for determination of the extent to which each Nation shall contribute the funds. Any proposals for work involving expenditures by FAO shall be referred to the Director-General for consideration in preparing the program of work and budget of FAO.

3. When adopted by the FAO Conference as a part of the general budget of FAO, these budgetary provisions shall constitute the limits within which the Secretariat may commit funds for activities recommended by the Commission.

4. The Executive Secretary shall submit monthly to the Director General of FAO, on appropriate forms, statements accompanied by appropriate vouchers, setting out the expenditure effected and commitments incurred.

5. The examination and audit of the accounts of the Commission shall be conducted at FAO headquarters.

6. Funds contributed by Member Nations of the Commission for co-operative projects under the terms of Article VII, paragraph 3, of the Constitution shall be administered by FAO in accordance with its established procedures for the administration of such funds and with any agreement made with the Member Nations of the Commission participating in such projects.

RULE XII.

Amendment of the Constitution

1. Proposals for the amendment of the Constitution under Article IX of the Constitution may be made by any Member Nation of the Commission in a communication addressed to both the Chairman and the Director General of FAO. The Director-General shall immediately inform all Member Nations of the Commission of all proposals for amendments.

2. No proposal for the amendment of the Constitution shall be included in the agenda of any session unless notice thereof has been sent by the Director-General of FAO to Member Nations of the Commission at least ninety days before the opening of the session.

RULE XIII.

Suspension and Amendment of Rules

1. Subject to the provisions of the Constitution, any of the foregoing Rules other than Rule I, paragraphs 2 and 3, Rule II, paragraph 5, Rules V, XI, and XII may be suspended by a two-thirds majority of votes cast at any regular or special session of the Commission, provided that notice of the intention to propose the suspension has been communicated to the delegates not less than twenty-four hours before the meeting at which the proposal is to be made.

2. Amendments of, or additions to, these Rules may be adopted by two-thirds of the delegates present at any regular or special session of the Commission, provided that the intention to propose the amendment or addition has been communicated to the delegates not less than twenty-four hours before the meeting at which the proposal is to be considered.

3. Any amendment to Rule XII which may be adopted in accordance with the provisions of paragraph 2 of this Rule shall not become effective until the next session of the Commission.

COMMISSION INTERNATIONALE DU RIZ

ACTE CONSTITUTIF

Préambule

La Conférence de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture (désignée ci-après par le sigle FAO), ayant examiné à sa quatrième session les recommandations de la Conférence du riz tenue à Baguio (Philippines) en mars 1948, telles que les avait approuvées en principe le Conseil de la FAO à sa session d'avril 1948, a approuvé la création d'une Commission internationale du riz (désignée ci-après sous le nom de "Commission") conformément au projet d'Acte constitutif élaboré à la Conférence du riz de Baguio.

ARTICLE PREMIER

Objet

La Commission a pour objet de promouvoir, sur le plan national ou international, les mesures intéressant la production, la conservation, la distribution et la consommation du riz, à l'exclusion des questions se rapportant au commerce international.

ARTICLE II

Composition

Sont membres de la Commission les Etats Membres de la FAO qui adhèrent au présent Acte constitutif conformément aux dispositions de l'Article VIII ci-après.

ARTICLE III

Siège

Le siège de la Commission est au même endroit que le siège du Bureau régional de la FAO pour l'Asie et l'Extrême-Orient.

ARTICLE IV

Fonctions

Les fonctions de la Commission sont les suivantes:

(a) examiner de façon suivie les problèmes scientifiques, techniques et économiques qui se rattachent à l'objet de la Commission tel qu'il est défini à l'Article premier;

(b) encourager et coordonner les recherches sur lesdits problèmes et promouvoir l'application pratique de ces recherches;

(c) entreprendre, s'il est nécessaire et opportun, la réalisation de projets coopératifs en vue de résoudre lesdits problèmes;

(d) recommander aux Etats Membres de la Commission, par l'intermédiaire du Directeur général de la FAO, telles mesures de caractère national ou international que la Commission considère nécessaires ou désirables pour résoudre lesdits problèmes;

(e) recommander au Directeur général de la FAO de fournir aux Etats Membres de la Commission une assistance technique, en vue de la mise en oeuvre de mesures à cette fin;

(f) rassembler, collationner et diffuser, en utilisant les publications de la FAO ou d'autres moyens, des renseignements sur les problèmes dont s'occupe la Commission et sur ses activités;

(g) rendre compte de ses activités à la Conférence de la FAO par l'entremise du Directeur général, à intervalles appropriés, et adresser au Directeur général tous rapports concernant les questions qui ont trait à la production, à la conservation, à la distribution et à la consommation du riz, que la Commission juge opportun de présenter ou qui lui sont demandés par le Directeur général ou par la Conférence de la FAO.

ARTICLE V

Organisation

1. Tout Etat qui devient membre de la Commission conformément aux dispositions de l'Article II ci-dessus a le droit de se faire représenter aux sessions de la Commission par un seul délégué, qui peut être accompagné d'un suppléant, d'experts et de conseillers. Les suppléants, les experts et les conseillers prennent part aux débats sans droit de vote, excepté le cas où un suppléant est dûment autorisé à remplacer un délégué.

2. Chaque Etat Membre dispose d'une voix. La Commission décide à la majorité simple des suffrages exprimés, sauf dispositions contraires du présent Acte constitutif.

3. Au début de chaque session ordinaire, la Commission élit parmi les délégués un Président et deux Vice-Présidents, qui restent en fonctions jusqu'au début de la session suivante. Le Président et les Vice-Présidents sont rééligibles.

4. Sous réserve des dispositions des paragraphes 2 et 5 du présent article, la Commission, avec l'approbation du Directeur général de la FAO, établit son Règlement intérieur et fixe la date et le lieu de ses sessions.

5. Le Directeur général de la FAO, après avoir consulté le Président, convoque la Commission en session ordinaire au moins une fois tous les deux ans, sauf avis contraire de la majorité des Etats Membres.

6. Tout Etat Membre de la Commission peut, avec l'approbation du Directeur général de la FAO, demander que la Commission soit réunie en session extraordinaire; une telle session est convoquée si un tiers des Etats Membres au moins en exprime le désir.

7. Le Directeur général de la FAO nomme et met à la disposition de la Commission le Secrétariat de la Commission, qui est composé de fonctionnaires de la FAO.

ARTICLE VI

Comités et groupes de travail

1. La Commission peut créer des comités provisoires, spéciaux ou

permanents, chargés d'effectuer des études et de préparer des rapports sur des questions de la compétence de la Commission.

2. La Commission peut créer des groupes de travail chargés d'étudier des problèmes techniques déterminés et de formuler des recommandations à leur sujet. Le Directeur général de la FAO convoque les groupes de travail aux dates et lieux qui conviennent à la réalisation des objectifs pour lesquels ils ont été créés.

3. Les membres des comités et des groupes de travail sont choisis parmi les Etats Membres de la Commission. La Commission détermine la composition des comités et des groupes de travail; les représentants des membres des comités et des groupes de travail sont désignés par leurs gouvernements respectifs.

4. Chaque comité ou groupe de travail élit son Président; son secrétariat est fourni par la FAO,

ARTICLE VII

Dépenses

1. Les dépenses afférentes à la participation des délégués, suppléants, experts et conseillers aux réunions de la Commission sont déterminées et payées par leurs gouvernements respectifs.

2. Les dépenses afférentes au Secrétariat de la Commission et toutes dépenses qu'encourt le Président de la Commission dans l'intervalle des sessions pour s'acquitter de fonctions ayant trait au travail de la Commission sont déterminées et payées par la FAO, dans les limites d'un budget annuel préparé et approuvé par la Conférence de la FAO conformément au Règlement intérieur et au Règlement financier de la FAO en vigueur.

3. Les dépenses afférentes aux projets coopératifs entrepris par les Etats Membres en conformité des dispositions du paragraphe c) de l'Article IV sont déterminées et payées par les Etats Membres suivant des modalités et dans des proportions arrêtées d'un commun accord par ces Etats, à moins que leur financement ne soit assuré par la FAO ou par toute autre source.

ARTICLE VIII

Adhésion et retrait

1. L'adhésion au présent Acte constitutif par tout Etat Membre de

la FAO s'effectue par le dépôt auprès du Directeur général de la FAO d'un instrument d'adhésion; l'adhésion prend effet dès réception de l'instrument par le Directeur général, qui en informe aussitôt chacun des Etats Membres de la FAO.

2. Tout Etat Membre peut notifier son retrait de la Commission à tout moment après expiration d'une année à compter de la date à laquelle il a adhéré au présent Acte constitutif. Le retrait devient effectif six mois après la date de réception de l'avis de retrait par le Directeur général de la FAO, qui notifie cette réception à tous les Etats Membres de la FAO.

ARTICLE IX

Amendements

Le présent Acte constitutif peut être amendé par un vote à la majorité des deux tiers de tous les membres de la Commission; les amendements n'entrent en vigueur qu'après approbation de la Conférence de la FAO.

ARTICLE X

Entrée en vigueur

Le présent Acte constitutif entrera en vigueur dès que le Directeur général de la FAO aura reçu l'instrument d'adhésion d'au moins dix Etats Membres de la FAO dont la production globale de riz, d'après les statistiques officielles, devra représenter la moitié au moins de la production mondiale de riz de la campagne agricole 1947/48.

REGLEMENT INTERIEUR

ARTICLE PREMIER

Sessions de la Commission

1. La Commission se réunit tous les deux ans en session ordinaire, sauf décision contraire de la majorité de ses Etats Membres. A chaque ses-

sion ordinaire, la Commission fixe la date et le lieu de la session ordinaire suivante.

2. En application des dispositions du paragraphe 6 de l'Article V de l'Acte constitutif, le Directeur général de la FAO, après avoir consulté le Président de la Commission, convoque la Commission en session extraordinaire et fixe la date et le lieu de la session.

3. Le Directeur général de la FAO ou son représentant autorisé envoie aux Etats Membres de la Commission et aux organisations internationales admises à participer aux travaux l'avis de convocation d'une sessionde la Commission cinquante jours au moins avant la date d'ouverture de la session.

4. Toute organisation internationale peut être invitée à participer en qualité d'observateur aux sessions de la Commission, conformément aux règles généralement appliquées à cet égard par la FAO. Les représentants de telles organisations participantes prennent part aux débats sans droit de vote.

ARTICLE II

Ordre du jour

1. L'ordre du jour provisoire de chaque session de la Commission est envoyé aux Etats Membres de la Commission et aux organisations internationales participantes par le Directeur général de la FAO ou par son représentant autorisé cinquante jours au moins avant la date d'ouverture de la session, sous réserve des dispositions du paragraphe 2 de l'Article XII du présent Règlement.

2. L'ordre du jour provisoire de chaque session ordinaire de la Commission comprend:

(a) un rapport du Secrétaire exécutif sur l'état des travaux de la Commission depuis sa dernière session ordinaire, comprenant un relevé des dépenses effectuées par la FAO au titre de travaux entrepris sous les auspices de la Commission;

(b) un état financier préparé par le Secrétaire exécutif et vérifié conformément aux règles qu'applique la FAO, concernant tout projet coopératif entrepris sous les auspices de la Commission et au titre duquel les Etats Membres ont versé des contributions spéciales;

(c) des propositions budgétaires pour les exercices suivants, concernant tous les projets qui nécessitent le versement de contributions spéciales des Etats Membres;

(d) les rapports des comités et des groupes de travail;

(e) l'approbation du rapport de la Commission à la Conférence de la FAO;

(f) toutes questions dont l'inscription a été demandée par des Etats Membres de la Commission conformément aux dispositions du paragraphe 3 du présent Article;

(g) toutes questions dont l'inscription a été décidée à une des sessions antérieures de la Commission;

(h) toutes questions renvoyées à la Commission par la Conférence, le Conseil ou le Directeur général de la FAO; et

(i) toutes autres questions se rattachant aux fonctions de la Commission.

3. Tout Etat Membre de la Commission peut proposer l'inscription de questions supplémentaires à l'ordre du jour provisoire, à condition que le Secrétaire exécutif reçoive les propositions dix jours au moins avant l'ouverture de la session. Si la Commission accepte d'inscrire ces questions à l'ordre du jour, elles ne seront discutées que 48 heures au moins après l'adoption de l'ordre du jour.

4. A chaque session, l'ordre du jour provisoire, accompagné le cas échéant des propositions d'inscription ou de suppression de questions, est soumis à l'approbation de la Commission dans le plus bref délai possible après l'ouverture de la session et, une fois approuvé avec ou sans modifications, il devient l'ordre du jour de la Commission.

5. L'ordre du jour d'une session extraordinaire de la Commission, convoquée en application des dispositions du paragraphe 2 de l'Article premier du présent Règlement, est soumis à l'approbation du Directeur général de la FAO.

ARTICLE III

Pouvoirs

1. Les pouvoirs des délégués et les noms des autres membres de leur délégation et des représentants des organisations internationales partici-

pant à la session doivent, dans toute la mesure possible, être communiqués au Secrétaire exécutif au plus tard le jour de l'ouverture de la session de la Commission.

2. Le Secrétaire exécutif vérifie les pouvoirs et fait rapport à leur sujet à la Commission.

ARTICLE IV

Séances plénières de la Commission

1. Les séances plénières de la Commission sont publiques, sauf décision contraire de la Commission.

2. Sous réserve des décisions de la Commission, le Secrétaire exécutif prend les dispositions nécessaires pour admettre, aux séances plénières de la Commission, le public et les représentants de la presse et des autres organes d'information.

ARTICLE V

Secrétariat

1. Le Secrétariat de la Commission est composé du Secrétaire exécutif, de secrétaires techniques et, si le Directeur général de la FAO le juge nécessaire, d'un Secrétaire général, ainsi que d'autres fonctionnaires fournis par la FAO en application des dispositions du paragraphe 7 de l'Article V de l'Acte constitutif. Les fonctions du Secrétaire exécutif sont permanentes; les autres membres du Secrétariat ne sont en fonctions que durant les sessions de la Commission et de ses comités et groupes de travail.

2. Le Secrétariat relève du Directeur général de la FAO.

3. Le Secrétariat reçoit et distribue les documents, rapports et résolutions de la Commission et de ses comités et groupes de travail; il prépare les procès-verbaux des séances officielles de ces organes; il certifie les dépenses et les engagements financiers; il exécute tout autre travail qui lui incombe en vertu du présent Règlement ou qui lui est demandé par la Commission ou par l'un quelconque de ses comités et groupes de travail.

ARTICLE VI

Langues de travail

Les langues de travail de la Commission sont l'anglais et le français.

ARTICLE VII

Election du Bureau

1. Le Président invite les délégués en séance à proposer des candidatures aux postes de Président, de premier Vice-Président et de deuxième Vice-Président de la Commission pour la période d'exercice suivante comme prévu dans l'Acte constitutif.

2. Chaque proposition de candidature doit être présentée et appuyée; elle doit avoir été acceptée par le candidat.

3. Les élections ont lieu à la majorité des suffrages.

4. Le Président et les Vice-Présidents élus restent en fonctions de la date de leur élection jusqu'à l'élection de leurs successeurs à la session ordinaire suivante de la Commission.

ARTICLE VIII

Pouvoirs et fonctions du Président et des Vice-Présidents

1. Outre les pouvoirs qui lui sont conférés par les dispositions d'autres articles du présent Règlement, le Président proclame l'ouverture et la clôture de chaque séance plénière des sessions de la Commission. Il dirige les débats en séance plénière et, au cours de ces séances, il assure l'observation du présent Règlement, donne la parole, met aux voix les propositions et proclame les décisions. Il statue sur les motions d'ordre, et, sous réserve des dispositions du présent Règlement, exerce un contrôle absolu sur la conduite de toutes séances. Il demande au Directeur général de la FAO d'organiser tels comités et groupes de travail dont la création a été recommandée, se tient au courant de leurs travaux et aide à coordonner leur efforts. A la demande du Directeur général ou du Conseil de la FAO, il re-

présente la Commission aux réunions d'autres organismes internationaux et se charge d'autres tâches déterminées tendant à favoriser la réalisation des objectifs de la Commission.

2. Le premier Vice-Président en exercice remplace le Président si ce dernier est absent ou empêché. En cas d'empêchement du premier Vice-Président, le deuxième Vice-Président le remplace.

ARTICLE IX

Quorum et vote

1. La présence de délégués en nombre au moins égal à la majorité simple des Etats Membres de la Commission constitue le quorum.

2. Sauf dispositions contraires de l'Acte constitutif ou du présent Règlement, toutes les décisions en séance plénière sont prises à la majorité des suffrages exprimés.

3. Un délégué qui ne peut assister à une séance plénière peut se faire remplacer par le membre de sa délégation qu'il désigne.

4. Sous réserve des dispositions expressément stipulées dans le présent Règlement, les questions relatives au quorum, au vote et aux questions connexes sont régies par le Règlement intérieur de la FAO.

ARTICLE X

Procès-verbaux et rapports

1. Le Secrétaire exécutif prépare les comptes rendus analytiques des séances de la Commission, des comités et des groupes de travail; ces comptes rendus sont distribués dans le plus bref délai aux membres des délégations ayant participé aux réunions.

2. Un rapport officiel de chaque session de la Commission, contenant le texte de toutes résolutions, recommandations et décisions formelles adoptées ou approuvées par la Commission, est communiqué par le Directeur général de la FAO à tous les Etats Membres de la FAO, aux Nations Unies et à leurs institutions spécialisées, ainsi qu'aux autres organisations internationales participantes. Le point de vue de la minorité sur toute question dis-

cutée par les délégués figure au rapport, si demande en a été faite.

ARTICLE XI

Finances

1. Sauf dispositions contraires du présent Règlement, les activités de la Commission sont soumises au Règlement financier de la FAO, tel qu'il est appliqué en vertu du Manuel et des mémorandums administratifs et conformément aux procédures qui en découlent.

2. La Commission établit des prévisions budgétaires détaillées pour le premier exercice financier suivant et des prévisions budgétaires aussi détaillées que possible pour le deuxième exercice financier suivant, concernant tout projet spécial que les Etats Membres acceptent d'entreprendre et qui nécessite le versement de contributions spéciales; ces prévisions sont soumises aux Etats Membres participants par le Directeur général de la FAO ou par son représentant autorisé, en vue de fixer la quote-part à verser par chaque Etat Membre. Toute proposition de travaux entraînant des dépenses pour la FAO est soumise au Directeur général, afin qu'il puisse en tenir compte lors de la préparation du programme de travail et le budget de la FAO.

3. Après avoir été adopté par la Conférence de la FAO dans le cadre du budget général de l'Organisation, le budget de la Commission constitue la limite dans laquelle le Secrétariat peut engager des dépenses au titre des activités recommandées par la Commission.

4. Le Secrétaire exécutif, utilisant à cet effet les modèles appropriés, soumet mensuellement au Directeur général de la FAO des états des dépenses effectuées et des engagements de dépenses, accompagnés des pièces justificatives.

5. L'examen et la vérification des comptes de la Commission s'effectuent au Siège de la FAO.

6. Les fonds versés par les Etats Membres pour le financement de projets coopératifs, aux termes du paragraphe 3 de l'Article VII de l'Acte constitutif, sont gérés par la FAO conformément aux modalités établies par elle pour la gestion de tels fonds et à tout accord conclu avec les Etats Membres de la Commission participant auxdits projets.

ARTICLE XII

Amendements à l'Acte constitutif

1. Les propositions d'amendement à l'Acte constitutif prévues à l'Article IX de l'Acte constitutif peuvent être présentées par tout Etat Membre dans une communication adressée au Président de la Commission et au Directeur général de la FAO. Toutes les propositions d'amendement sont immédiatement portées à la connaissance de tous les Etats Membres de la Commission par le Directeur général de la FAO.

2. Aucune proposition d'amendement à l'Acte constitutif n'est portée à l'ordre du jour d'une session si le Directeur général de la FAO n'en a avisé les Etats Membres de la Commission quatre-vingt-dix jours au moins avant l'ouverture de la session.

ARTICLE XIII

Suspension et amendement des Articles du Règlement intérieur

1. Sous réserve des dispositions de l'Acte constitutif, l'application de ces Articles précédents du Règlement intérieur, à l'exception des paragraphes 2 et 3 de l'Article premier, du paragraphe 5 de l'Article II et des Articles V, XI et XII, peut être suspendue par un vote à la majorité des deux tiers des suffrages exprimés, au cours d'une session ordinaire ou d'une session extraordinaire de la Commission, à condition que l'intention de déposer une motion de suspension ait été portée à la connaissance des délégués vingt-quatre heures au moins avant la séance au cours de laquelle la motion doit être déposée.

2. Les propositions d'amendement au présent Règlement peuvent être adoptées par un vote à la majorité des deux tiers des délégués présents, au cours d'une session ordinaire ou d'une session extraordinaire de la Commission, à condition que l'intention de déposer une proposition d'amendement ait été portée à la connaissance des délégués vingt-quatre heures au moins avant la séance au cours de laquelle la proposition doit être examinée.

3. Aucun amendement à l'Article XII qui serait adopté conformément aux dispositions du paragraphe 2 ci-dessus n'entrera en vigueur avant la session suivante de la Commission.

Certified true copy of the text of the Constitution of the International Rice Commission, as amended by the Third Session of the International Rice Commission (Bandung, May 1952) and approved by the Sixteenth Session of the Council of the Food and Agriculture Organization of the United Nations (Rome, November 1952) and the Seventh Session of the Conference of the Food and Agriculture Organization of the United Nations (Rome, November 1953).

Copie de l'Acte constitutif de la Commission Internationale du Riz, certifiée conforme au texte amendé par la Commission Internationale du Riz lors de sa troisième session (Bandung, mai 1952), et approuvé par le Conseil de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture lors de sa seizième session (Rome, novembre 1952) et par la Conférence de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture (Rome, novembre 1953).

Rome, 4 May 1954
Rome, le 4 mai 1954

P.V. Cardon

P.V. Cardon

Director-General
Directeur général

[SEAL]

Food and Agriculture Organization
Organisation pour l'Alimentation et l'Agriculture

TIAS 3047
Apr. 1, June 21, and July 20 and 30, 1954

ENLISTMENT OF PHILIPPINE CITIZENS IN THE UNITED STATES NAVY

Agreement between the
UNITED STATES OF AMERICA and
the REPUBLIC OF THE PHILIPPINES

Amending Agreement of November 18 and December 13, 1952

- Effected by Exchanges of Notes Dated at Manila April 1, June 21, and July 20 and 30, 1954
- Entered into force June 21, 1954

The American Ambassador to the Philippine Secretary of Foreign Affairs

AMERICAN EMBASSY
Manila, April 1, 1954

No. 0937

EXCELLENCY:

I have the honor to refer to the agreement which entered into force on December 13, 1952 regarding the voluntary enlistment in the United States Navy of one thousand (1,000) male Philippine citizens per calendar year, which was effected by two exchanges of notes as follows: my notes of November 18, 1952 and February 17, 1953, and Mr. Elizalde's notes of December 13, 1952 and March 9, 1953.[1]

In view of the interest that has been shown in this enlistment program by male citizens of the Republic of the Philippines, the Government of the United States of America proposes that the abovementioned agreement be amended in order to permit the acceptance of up to two thousand (2,000) male Philippine citizens per calendar year for voluntary enlistment in the United States Navy under the same conditions as set forth in the agreement under reference.

If the Government of the Republic of the Philippines agrees to the foregoing proposal, I have the honor to suggest that this note and your reply to that effect shall be regarded as placing on record the understanding arrived at between the two Governments in this matter and as amending the said agreement accordingly.

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

R. A. SPRUANCE

The Honorable
CARLOS P. GARCIA,
Secretary of Foreign Affairs,
Department of Foreign Affairs,
Manila, Philippines.

[1] Treaties and Other International Acts Series 2931; *ante* pt. 1, p. 373.

The Philippine Acting Secretary of Foreign Affairs to the American Chargé d'Affaires ad interim

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, *June 21, 1954*

SIR:

I have the honor to refer to Note No. 0937 dated April 1, 1954 of Ambassador Spruance proposing that the agreement which entered into force on December 13, 1952 regarding the voluntary enlistment in the United States Navy of one thousand (1,000) male Philippine citizens per calendar year, be amended so as to permit the voluntary enlistment of two thousand (2,000) male Philippine citizens per year under the same conditions set forth in the agreement under reference.

I am pleased to inform you that the proposed amendment is acceptable to my Government, subject however to the further provision that my Government be informed of the names and addresses of those Filipinos finally accepted for enlistment in the United States Navy.

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

L M GUERRERO
Leon Ma. Guerrero
Acting Secretary

The Honorable
WILLIAM B. LACY
Chargé d'Affaires ad interim
American Embassy
Manila

The American Chargé d'Affaires ad interim to the Philippine Acting Secretary of Foreign Affairs

AMERICAN EMBASSY
MANILA, PHILIPPINES
July 20, 1954

No. 0082

EXCELLENCY:

I have the honor to refer to Acting Secretary Guerrero's Note dated June 21, 1954, in reply to Ambassador Spruance's Note No. 0937 of April 1, 1954 proposing that the Agreement which entered into force on December 13, 1952 regarding the voluntary enlistment of male Philippine citizens in the United States Navy be amended so as to permit the voluntary enlistment of up to two thousand (2,000) male Philippine citizens per calendar year under the same conditions as

set forth in the Agreement. The second paragraph of Acting Secretary Guerrero's Note reads as follows:

> "I am pleased to inform you that the proposed amendment is acceptable to my Government, subject however to the further provision that my Government be informed of the names and addresses of those Filipinos finally accepted for enlistment in the United States Navy."

I have the honor to inform Your Excellency that my Government accepts the further provision of Your Excellency's Government and will consider that this amendment entered into force on June 21, 1954.

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

WILLIAM S. B. LACY
Chargé d'Affaires, ad interim

His Excellency
RAUL S. MANGLAPUS
Acting Secretary of Foreign Affairs
Republic of the Philippines

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the latter's note No. 0082 dated July 20, 1954 in reference to the amendment to the Agreement which entered into force on December 13, 1952 so as to permit the voluntary enlistment of up to two thousand (2,000) Philippine male citizens in the United States Navy under the same conditions as set forth in the Agreement. The Embassy's note informs further that the Government of the United States of America accepts the additional provision contained in Acting Secretary Guerrero's note of June 21, 1954 that the Philippine Government be informed of the names and addresses of those Filipinos finally accepted for enlistment in the United States Navy and considers this amendment to have entered into force on June 21, 1954.

The Department concurs in the understanding that this amendment entered into force on June 21, 1954.

RSM

MANILA, *July 30, 1954*

TIAS 3048
Aug. 11, 1954

SALE AND PURCHASE OF TIN CONCENTRATES

Agreement between the
UNITED STATES OF AMERICA
and THAILAND

- Signed at Bangkok August 11, 1954
- Entered into force August 11, 1954;
  operative retroactively August 1, 1954

An Agreement for the Sale and Purchase of Tin Concentrates between The Government of Thailand and The Government of the United States

ARTICLE I

The Government of Thailand agrees to guarantee the delivery of 2,400 tons of tin contained in concentrates for purchase by the United States Government through the Federal Facilities Corporation (Successor to the Reconstruction Finance Corporation); provided, however, that the above quantity of tin contained in concentrates does not exceed one-third of the total production of tin contained in concentrates produced in Thailand during the calendar year of 1954.

ARTICLE II

The United States Government, through the Federal Facilities Corporation, agrees to purchase and pay for in United States dollars the above quantity of tin contained in concentrates conforming to the quality set forth in the attached contract forms and delivered during the term of this agreement.

ARTICLE III

It is agreed that in the event export control in conformity with Article VII of the International Tin Agreement of March 1, 1954, comes into effect during the period of this Agreement, the amount of tin contained in concentrates covered by this agreement may be revised by mutual consent.

ARTICLE IV

For the tin contained in concentrates delivered and accepted under this agreement, the price paid will be based on the prevailing Singapore price at the time of delivery and purchase will be made in accordance with the terms and conditions set forth in the attached contract forms.

ARTICLE V

The delivery of the tin contained in concentrates specified in this agreement will, as far as possible, be in approximately equal monthly quantities and the Federal Facilities Corporation will not be obligated to purchase in excess of 500 tons of tin contained in concentrates during any calendar month throughout the term of this agreement.

ARTICLE VI

The term of this agreement shall be eight (8) months beginning August 1, 1954 and terminating March 31, 1955.

ARTICLE VII

This agreement is open to discussion upon request by either party and may be amended at any time by mutual consent.

In witness whereof, the undersigned, duly authorized representatives for the purposes, have affixed their respective signatures to the agreement.

Done in Bangkok, Thailand, in duplicate, this 11th day of August, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[SEAL] WILLIAM J. DONOVAN

William J. Donovan
United States Ambassador to Thailand

FOR THE GOVERNMENT OF THAILAND

[SEAL] KHEMJATI PUNYARATABHAN.

Khemjati Punyaratabhan
Acting Minister of Foreign Affairs

DEFENSE

TIAS 3049
Aug. 1, 1951

Continental Radar Defense System

Agreement between the
UNITED STATES OF AMERICA
and CANADA

- Effected by Exchange of Notes
  Signed at Washington August 1, 1951
- Entered into force August 1, 1951

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The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

No. 454 WASHINGTON, *August 1, 1951.*

SIR,

I have the honour to refer to the recent discussions by the Permanent Joint Board on Defence regarding the extension and co-ordination of the continental radar defence system within Canada and to record herein the Canadian Government's understanding of the arrangements which have been agreed upon:

1. Subject to the availability of appropriated funds, and to the terms and conditions hereinafter set forth, the Governments of Canada and the United States will, in the interests of joint defence against air attacks, construct and operate within Canada an extension of the continental radar defence system, (hereinafter referred to as "the extension").

2. The costs of construction (except housing for dependents), equipment, and operation of the extension will be shared on the basis of approximately two-thirds by the United States and one-third by Canada. In order to simplify the division of costs in accordance with this principle, the United States and Canada will each assume financial responsibility for construction, equipment and operation of those stations (with their associated control facilities) respectively allocated to each of them by agreement between the appropriate authorities of the two governments. Neither government will discontinue the operation of any station or any part of the extension without the prior concurrence of the other government.

3. So far as practicable, construction of the installations required for the extension will be carried out by Canadian agencies and contractors with Canadian labour and materials. Electronic and other equipment manufactured in Canada will also be used, so far as practicable.

4. Canada will acquire and retain title to all sites required in Canada for the extension. The Canadian Government hereby grants and assures to the United States Government, without charge, such rights of access, use and occupancy as may be required for the construction, equipment and operation of stations allocated to the United States pursuant to paragraph 2 of this note.

5. Within the sites made available to the United States pursuant to paragraph 4 of this note, the United States, so far as may be consistent with the laws of Canada, may do whatever is necessary or appropriate to the carrying out of its responsibilities in Canada in connection with construction, equipment and operation of the extension in accordance with this note, including:

(a) construction, installation and operation of the necessary structures, facilities, and equipment, and such improvement of the sites as may be required to fit them for their intended use, PROVIDED that there shall be prior consultation with the appropriate Canadian authorities with respect to all major construction and all installations of major equipment; and

(b) stationing of personnel under the control and command of United States military authorities.

6. Ownership of all property brought into Canada or purchased in Canada by the United States and placed on the sites, other than structures permanently affixed to the realty, shall remain in the United States. The United States shall have the unrestricted right of removing or disposing of all such property, PROVIDED that the removal or disposition shall not impair the operation of any station whose discontinuance has not been agreed upon by both governments, and PROVIDED further that removal or disposition takes place within a reasonable time after the date on which, by agreement of the two governments, the operation of the particular station has been discontinued.

7. The stations will be manned initially by Canada and the United States respectively according to arrangements agreed upon by the appropriate authorities of the two governments. Canada may, by agreement, take over the manning of stations initially manned by the United States.

8. In accordance with the principles stated in this note, further details concerning the construction, equipment and operation of the extension shall be settled by subsequent arrangement between the appropriate authorities of the two governments.

9. The capabilities of the extension will be kept under constant review in the light of current developments.

If the foregoing is acceptable to your government, this note and your reply shall constitute an agreement effective from the date of your reply.

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

H H WRONG

The Honourable DEAN ACHESON,
Secretary of State
of the United States,
Washington, D. C.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
August 1, 1951

EXCELLENCY:

I have the honor to refer to your note No. 454 dated August 1, 1951, recording the Canadian Government's understanding of the arrangements which have been agreed upon by the Permanent Joint Board on Defense regarding the extension and coordination of the Continental Radar Defense System.

The proposals contained in Your Excellency's note are acceptable to the Government of the United States of America, and it is agreed that your note and this reply thereto shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of this note.

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

For the Secretary of State:
GEORGE W. PERKINS

His Excellency
HUME WRONG,
Ambassador of Canada.

TELECOMMUNICATIONS

TIAS 3050
Aug. 18, 1954

Transfer of Community Radio Project to Greek Government

Agreement between the
UNITED STATES OF AMERICA
and GREECE

- Signed at Athens August 18, 1954
- Entered into force August 18, 1954

Συμφωνία μεταξύ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καί τῆς Ἑλληνικῆς Κυβερνήσεως περί τῶν κοινοτικῶν ραδιοφώνων.

Ἡ ἀκόλουθος συμφωνία κατηρτίσθη καί συνήφθη ἐν Ἀθήναις, τῇ δεκάτῃ ὀγδόῃ Αὐγούστου, 1954, μεταξύ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐκπροσωπουμένης ὑπό τοῦ Ἐξοχωτάτου Πρεσβευτοῦ τῶν Ἡνωμένων Πολιτειῶν κ. Κάβεντις Κάννον καί τῆς Κυβερνήσεως τῆς Ἑλλάδος ἐκπροσωπουμένης ὑπό τοῦ Ἐξοχωτάτου κ. Στεφάνου Στεφανοπούλου, Ὑπουργοῦ τῶν Ἐξωτερικῶν.

ΕΠΕΙΔΗ ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν ἔχει εἰς τήν κυριότητά της ὡρισμένον ἀριθμόν ραδιοφωνικῶν συσκευῶν μετά τῶν σχετικῶν ἐξαρτημάτων τάς ὁποίας διέθεσεν ἐπί δανεισμῷ πρός διαφόρους Δήμους ἤ Κοινότητας ἐν Ἑλλάδι, διά δανειστικῶν συμφωνητικῶν μετά τῶν οἰκείων Δημάρχων ἤ Προέδρων, (ὑπόδειγμα τῶν ὁποίων ἐπισυνάπτεται εἰς τήν παροῦσαν συμφωνίαν ὡς Προσάρτημα Α), καί

Agreement between the Government of the United States of America and the Government of Greece concerning community radios.

This agreement made and entered into in Athens, Greece, this eighteenth day of August, 1954, by and between the Government of the United States of America represented by The Honorable Cavendish W. Cannon and the Government of Greece represented by The Honorable Stefanos Stefanopoulos.

WHEREAS the Government of the United States owns a certain limited number of radio sets together with accessory equipment which it has allocated on loan to various Communities in Greece through Loan Agreements with the Mayors or Presidents of the respective Communities, a sample of which is hereby attached and made Schedule A' hereto, and

ἀνταλλακτικά εὑρισκόμενα ἤδη εἰς χεῖρας τῆς Ἀμερικανικῆς Ὑπηρεσίας Πληροφοριῶν, καί

ΕΠΕΙΔΗ ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν ἐπιθυμεῖ τώρα νά μεταβιβάση τήν κυριότητά της ἐπί τῶν ἐν λόγω ραδιοφώνων καί τῶν ἐξαρτημάτων των εἰς τήν Κυβέρνησιν τῆς Ἑλλάδος, καί ἡ Κυβέρνησις τῆς Ἑλλάδος ἐπιθυμεῖ νά ἀποκτήση κυριότητα ἐπ'αὐτῶν καί νά ἀναλάβη τήν εὐθύνην τῆς συντηρήσεως καί ἐποπτείας των.

ΔΙΑ ΤΑΥΤΑ, τά συμβαλλόμενα μέρη συνομολογοῦν τά ἀκόλουθα:

1. Ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν μεταβιβάζει εἰς τήν Ἑλληνικήν Κυβέρνησιν τήν κυριότητα ἐπί τῶν ραδιοφωνικῶν συσκευῶν, τῶν ἐξαρτημάτων καί τῶν ἀνταλλακτικῶν αὐτῶν, τῶν ἀναφερομένων εἰς τά Προσαρτήματα Β καί Γ ἀποτελούντων ἀναπόσπαστον τμῆμα τῆς παρούσης συμφωνίας.

Ἀφ'ἑτέρου, ἡ Ἑλληνική Κυβέρνησις ἀποδέχεται

spare parts now in the hands of the United States Information Service, and,

WHEREAS the Government of the United States is now desirous of transferring title on such radio sets, accessory equipment and spare parts to the Government of Greece and the Government of Greece is desirous of acquiring title to and accepting responsibility for maintenance and supervision of this property,

NOW THEREFORE the parties hereto do mutually agree as follows:

1. The Government of the United States hereby transfers to the Government of Greece title to the radio sets, accessory equipment and spare parts listed in Schedules B' and C' and made an integral part hereto and

The Government of Greece hereby accepts

τήν κυριότητα ἐπί τῶν ραδιοφωνικῶν αὐτῶν συσκευῶν καί τῶν ἀνταλλακτικῶν τῶν ἐξαρτημάτων των, ὑπό τούς ἀκολούθους ὅρους οἱ ὁποῖοι συνεφωνήθησαν ρητῶς ὑπό τῶν Συμβαλλομένων Μερῶν:

2. Ἡ παράδοσις καί παραλαβή τοῦ εἰς τό Προσάρτημα Β' ἀναγραφομένου ὑλικοῦ θέλει συντελεσθῆ διά πρωτοκόλλων ὑπογραφομένων ὑπό Ἐπιτροπῶν συγκροτουμένων ἐκ δημοσίων ὑπαλλήλων ὁριζομένων ὑπό τῶν κατά τόπους νομαρχῶν ἐκ μέρους τῆς Ἑλληνικῆς Κυβερνήσεως καί ὑπό τῶν κατά τόπους Δημάρχων ἤ Προέδρων Κοινοτήτων εἰς χεῖρας τῶν ὁποίων εὑρίσκεται τό ἐν λόγω ὑλικόν.

Ἡ παράδοσις καί παραλαβή τῶν ἀνταλλακτικῶν καί ἄλλου ὑλικοῦ τῶν ἀναγραφομένων εἰς τό Προσάρτημα Γ καί εὑρισκομένων εἰς χεῖρας τῆς Ἀμερικανικῆς Ὑπηρεσίας Πληροφοριῶν γενήσεται διά πρωτοκόλλου ὑπογραφησομένου διά λογαριασμόν μέν τῆς Κυβερνήσεως τῶν Ἡν. Πολιτειῶν ὑπό τοῦ

title to such radio sets, accessory equipment and spare parts under the following terms and conditions specifically agreed upon by the parties

2. The actual transfer of the material listed in Schedule B' will take place when protocols have been signed by committees formed of civil servants and appointed by respective Prefects, on behalf of the Government of Greece, and by the respective Mayors or Commune Presidents who now hold it.

The spare parts and other items listed in Schedule C' and now in the hands of the United States Information Service will be turned over to the Government of Greece and a protocol will be signed on behalf of the Government of the United States by the Director of the Joint

Διευθυντοῦ τῶν Κοινῶν Διοικητικῶν Ὑπηρεσιῶν καί διά λογαριασμόν τῆς Ἑλληνικῆς Κυβερνήσεως ὑπό Ἐπιτροπῆς ὁρισθησομένης ὑπό τοῦ Ὑπουργοῦ Προεδρείας τῆς Κυβερνήσεως.

3. Ἡ μεταβίβασις τῆς κυριότητος γίνεται ἐπί σκοπῷ δωρεᾶς ἄνευ χρηματικῆς τινός ἀντιπαροχῆς ἐκ μέρους τῆς Ἑλληνικῆς Κυβερνήσεως.

4. Ἡ Ἑλληνική Κυβέρνησις συμφωνεῖ ὅπως αἱ ραδιοφωνικαί συσκευαί, τά ἐξαρτήματα καί τά ἀνταλλακτικά αὐτῶν, ἡ κυριότης ἐπί τῶν ὁποίων μεταβιβάζεται διά τοῦ παρόντος εἰς αὐτήν, παραμείνουν ἐσαεί ἀπηλλαγμέναι φόρων, εἰσφορῶν, δασμῶν, ἤ ἄλλων οἱωνδήποτε ἐπιβαρύνσεων ἐπί τῶν Δήμων καί Κοινοτήτων διά τήν χρησιμοποίησιν τοιούτων ραδιοφωνικῶν συσκευῶν καί ἐξαρτημάτων, πλήν τῶν κανονικῶν συνδρομῶν τῶν εἰσπραττομένων ὑπό τοῦ Ἐθνικοῦ Ἱδρύματος Ραδιοφωνίας διά τήν κατοχήν καί χρησιμοποίησιν ραδιοφωνικῶν συσκευῶν.

Administrative Services and on behalf of the Government of Greece by a Committee to be appointed by the Minister to the Prime Minister.

3. The transfer of title shall constitute a donation and shall be free of any monetary consideration on the part of the Government of Greece.

4. The Government of Greece agrees that the radio sets, accessory equipment and spare parts hereby transferred to the Government of Greece will be kept at all times free from customs duties and there will be no taxes, contributions, dues or charges of any kind imposed upon the Communities for using such radio sets and equipment except for the normal fees collected by the National Broadcasting Institute (E.I.R.) for possessing and using a radio set.

5. Ἡ Ἑλληνική Κυβέρνησις συμφωνεῖ, περαιτέρω, ὅτι οὐδέν ἐκ τῶν ραδιοφώνων, ἐξαρτημάτων ἤ ἀνταλλακτικῶν, ἡ κυριότης ἐπί τῶν ὁποίων μεταβιβάζεται διά τοῦ παρόντος, θά ἐξαχθῆ ἐκ νέου πρός πώλησιν εἰς τάς Ἡνωμένας Πολιτείας τῆς Ἀμερικῆς, ἐν συναγωνισμῷ πρός Ἀμερικανικάς ἐπιχειρήσεις.

6. Ἡ Ἑλληνική Κυβέρνησις δέχεται, ἐπίσης, ὅπως διαθέση δωρεάν τά πρός αὐτήν μεταβιβαζόμενα ἀνταλλακτικά εἰς τούς Δήμους καί Κοινότητας, ἐφ'ὅσον διαρκεῖ τό ἀπόθεμα αὐτῶν. Οἱ Δῆμοι καί αἱ Κοινότητες δύνανται νά χρεωθῶσι μέ τά πραγματικά ἔξοδα μεταφορᾶς καί ἐγκαταστάσεως τῶν τοιούτων ἀνταλλακτικῶν, καί πάσης ἐν γένει ἐπισκευῆς καθ'ὅν τρόπον ἤθελεν θεωρήση ἐφικτόν ἡ Ἑλληνική Κυβέρνησις.

5. The Government of Greece agrees further that none of the radio sets, radio equipment or spare parts hereby transferred will be re-exported for sale in the United States of America, in competition with American business concerns.

6. The Government of Greece agrees also that the spare parts turned over to it will be furnished to the Communities without cost so long as these parts are available. The actual cost of transporting and installing such spare parts and all necessary repairs may be charged to the Communities in such a manner as the Government of Greece may find feasible.

7. Οἴκοθεν νοεῖται ὅτι ὅλαι αἱ ραδιοφωνικαί συσκευαί, αἱ διατεθεῖσαι ὑπό τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν εἰς Δήμους, Κοινότητας, ἄτομα καί ἐπισήμους, αἱ ὁποῖαι δέν ἀναγράφονται εἰς τό Προσάρτημα Β, θά παραμείνουν ὑπό τήν κυριότητα τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν.

8. Ἡ παροῦσα συμφωνία τίθεται ἐν ἰσχύϊ ἀπό τῆς σήμερον.

Ἐγένετο εἰς διπλοῦν, εἰς τήν Ἀγγλικήν καί Ἑλληνικήν γλῶσσαν, ἐν Ἀθήναις, σήμερον τήν δεκάτην ὀγδόην Αὐγούστου 1954.

7. It is understood that all radio sets issued by the Government of the United States to Communities, individuals and officials which are not listed in Schedule B' shall remain the property of the Government of the United States.

8. This Agreement will be effective as of this date.

Done in duplicate in the English and Greek languages, at Athens, this eighteenth day of August, 1954.

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ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ ΗΝΩΜΕΝΩΝ

ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ:

[SEAL]

Κάβεντις Κάννον
Πρεσβευτής τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς

ΔΙΑ ΤΗΝ ΕΛΛΗΝΙΚΗΝ ΚΥΒΕΡΝΗΣΙΝ:

[SEAL]

Στέφανος Στεφανόπουλος
Ὑπουργός τῶν Ἐξωτερικῶν.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL]

Cavendish W. Cannon
American Ambassador.

FOR THE GOVERNMENT OF GREECE:

Stefanos Stefanopoulos
Minister of Foreign Affairs.

[SEAL]

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A G R E E M E N T

BETWEEN
THE GOVERNMENT
OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF GREECE
CONCERNING COMMUNITY RADIOS

SCHEDULE A'

Σ Υ Μ Φ Ω Ν Ι Α

ΜΕΤΑΞΥ
ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
ΚΑΙ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΠΕΡΙ ΤΩΝ ΚΟΙΝΟΤΙΚΩΝ ΡΑΔΙΟΦΩΝΩΝ

ΠΡΟΣΑΡΤΗΜΑ Α'

ΣΥΜΒΑΣΙΣ Ἀριθ.

Τοῦ Δήμου (τῆς Κοινότητος)
τοῦ Νομοῦ

Αὐτή ἡ συμφωνία κατηρτίσθη καὶ ὑπεγράφη εἰς
τῆς Ἑλλάδος, σήμερον,
εἰς τὰς τοῦ μηνὸς τοῦ ἔτους 1951,
μεταξὺ τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, τὴν ὁποίαν ἐκπροσωπεῖ ὁ

ἐξουσιοδοτημένος νὰ ὑπογράφῃ τὰ μεταξὺ τῆς Διευθύνσεως Κοινῶν Διοικητικῶν Ὑπηρεσιῶν τῆς Ἀμερικανικῆς Προσβάσεως τῆς Ἀμερικανικῆς Ἀποστολῆς Βοηθείας διὰ τὴν Ἑλλάδα καὶ τῆς Διευθύνσεως Οἰκονομικῆς Συνεργασίας συμφωνητικὰ (ἡ ὁποία θὰ ἀναφέρεται εἰς τὸ συμφωνητικὸν τοῦτο ὡς «Κυβέρνησις»), καὶ τοῦ
, νομίμου Δημάρχου (Προέδρου τῆς Κοινότητος)
(ὁ ὁποῖος εἰς τὸ συμφωνητικὸν τοῦτο θὰ ἀναφέρεται ὡς «ὁ Θεματοφύλαξ»).

ΕΠΕΙΔΗ ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν ὑπέγραψε μὲ τὴν Ἑλληνικὴν Κυβέρνησιν, εἰς τὰς 2 Ἰουλίου 1948, συμφωνίαν, εἰς τὴν ὁποίαν προβλέπεται ὅτι θὰ δοθῇ οἰκονομικὴ βοήθεια εἰς τὴν Ἑλλάδα διὰ τὴν ἐνίσχυσιν τοῦ προγράμματος ἀνασυγκροτήσεώς της, καὶ

ΕΠΕΙΔΗ εἶναι ἀνάγκη, μὲ τὴν βοήθειαν ραδιοφωνικῶν προγραμμάτων καὶ ἄλλων μέσων πληροφοριῶν, νὰ δοθῇ εἰς τὸν Ἑλληνικὸν Λαὸν ἡ εὐκαιρία νὰ εἶναι πλήρως ἐνημερωμένος διὰ τὴν πρόοδον τοῦ προγράμματος ἀνασυγκροτήσεως, καθὼς καὶ διὰ τὰς καθημερινὰς ἑλληνικὰς καὶ διεθνεῖς εἰδήσεις, καὶ

ΕΠΕΙΔΗ οἱ κάτοικοι αὐτοῦ τοῦ Δήμου (ἢ Κοινότητος) ἐπιθυμοῦν νὰ ἀποκτήσουν ραδιοφωνικὰ μέσα, τὰ ὁποῖα θὰ ἠδύναντο νὰ χρησιμοποιοῦν διὰ νὰ ἀκούουν εἰδήσεις καὶ χρήσιμους πληροφορίας, καὶ

ΕΠΕΙΔΗ ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν κατέχει καὶ δύναται νὰ διαθέσῃ ἕνα ὡρισμένον, ὄχι μεγάλον, ἀριθμὸν ραδιοφωνικῶν συσκευῶν μαζὶ μὲ τὰ ἀναγκαῖα ἐξαρτήματά των, τὰ ὁποῖα δύνανται νὰ χρησιμοποιηθοῦν διὰ τὰν σκοπὸν αὐτάν,

ΔΙΑ ΤΟΥΣ ΛΟΓΟΥΣ ΤΟΥΤΟΥΣ, ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν καὶ ὁ Θεματοφύλαξ, ὁ ὁποῖος ἐκπροσωπεῖ τὸν Δῆμον τοῦτον (ἢ αὐτὴν τὴν Κοινότητα), συμφωνοῦν ἀμοιβαίως τὰ ἀκόλουθα:

1. Ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν παραδίδει εἰς τὸν Θεματοφύλακα διὰ χρησιμοποίησιν τὰ ραδιοφωνικὰ μέσα ποὺ περιγράφονται κατωτέρω (συμπληρώσατε τὰ κενὰ ἢ διαγράψατε ἐφόσον δὲν παραδίδησαν):

Ἓν (ἀριθ. 1) ραδιόφωνον τῆς ΔΟΣ, μάρκας ΛΩΡΕΝΤΣ (LORENZ) ἢ RTA μὲ αὐξόντα ἀριθμὸν
καὶ ἀριθμὸν ἀποθέματος ΔΟΣ –
πλῆρες, μὲ μεγάφωνα.

Μίαν (ἀριθ. 1) γεννήτριαν διὰ παραγωγὴν ἠλεκτρικοῦ ρεύματος, λειτουργοῦσαν μὲ βενζίνην, KMS 60, μὲ αὐξοντα ἀριθμὸν καὶ ἀριθμὸν ἀποθέματος ΔΟΣ , ἕνα μικρόφωνον ΔΟΣ, μάρκας ΛΩΡΕΝΤΣ (LORENZ) μὲ ἕνα τρίποδο καὶ μὲ ἀριθμὸν ἀποθέματος ΔΟΣ.

2. Ὁ Θεματοφύλαξ δέχεται νὰ ἀναλάβῃ νὰ φυλάξῃ τὰ ραδιοφωνικὰν ὑλικὸν ποὺ περιγράφεται εἰς τὴν παράγραφον 1 καὶ συμφωνεῖ, εἰδικῶς, ὅτι τοῦτο θὰ λειτουργῇ ὑπὸ τοὺς ἑξῆς ὅρους:

α. Τὸ ραδιοφωνικὸν ὑλικὸν θὰ ἐγκατασταθῇ εἰς κεντρικὸν σημεῖον τοῦ Δήμου (τῆς Κοινότητος), ἀπὸ τὸ ὁποῖον οἱ κάτοικοι θὰ δύνανται εἰς οἱανδήποτε στιγμὴν νὰ παρακολουθοῦν τὰς ἐκπομπάς. Τὴν ἀκριβῆ θέσιν ποὺ θὰ τοποθετηθῇ τὸ ἀνωτέρω ὑλικὸν θὰ τὴν καθορίσῃ ἡ Ἐπιτροπὴ περὶ τῆς ὁποίας ἀναφέρει ἡ ἑπομένη παράγραφος (δ), ἀπὸ καινοῦ μὲ ἕνα ἐκπρόσωπον τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

β. Μία τριμελὴς ἀντιπροσωπευτικὴ Ἐπιτροπὴ θὰ φροντίζῃ διὰ τὴν συντήρησιν τοῦ ραδιοφωνικοῦ ὑλικοῦ. Αὐτὴ ἡ ἐπιτροπὴ θὰ ἀποτελεῖται ἀπὸ τὸν Θεματοφύλακα, τὰν ἀνώτερον ἐκπαιδευτικὰν ὑπάλληλον καὶ τὸν Ἱερέα τοῦ Δήμου ἢ τῆς Κοινότητος. Ἡ Ἐπιτροπὴ θὰ εἶναι ὑπεύθυνος διὰ νὰ εὑρίσκεται πάντοτε τὸ ὑλικὸν εἰς καλὴν κατάστασιν, καθὼς καὶ διὸ νὰ ἐφαρμόζωνται οἱ ὅροι αὐτῆς τῆς συμφωνίας, τέλος δὲ διὰ νὰ χρησιμοποιῆται τὸ ὑλικὸν κατὰ τὸν πλέον ἐπωφελῆ τρόπον δι' ὅλους τοὺς κατοίκους τοῦ Δήμου ἢ τῆς Κοινότητος.

γ. Ἀρμόδιοι ἐκπρόσωποι τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν θὰ ἔχουν τὸ δικαίωμα νὰ ἐπιθεωροῦν εἰς πᾶσαν στιγμὴν τὸ ραδιοφωνικὸν ὑλικὸν καὶ νὰ ἐλέγχουν τὸν τρόπον τῆς λειτουργίας του, καὶ νὰ κρίνουν ἐὰν ἡ χρησιμοποίησις τοῦ ὑλικοῦ γίνεται συμφώνως μὲ τοὺ ὅρους τῆς παρούσης συμφωνίας. Ἐπίσης θὰ ἔχουν τὸ δικαίωμα νὰ ρυθμίζουν οἱονδήποτε ζήτημα ποὺ θὰ ἀφορᾷ τὴν χρῆσιν τοῦ ραδιοφωνικοῦ ὑλικοῦ, καὶ ποὺ ἡ Ἐπιτροπὴ δὲν θὰ ἠδύνατο νὰ ρυθμίσῃ, ἢ καὶ, τέλος, θὰ δύνανται νὰ ἀφαιρέσουν τὸ ραδιοφωνικὸν ὑλικόν, καθὼς ὁρίζεται εἰς τὴν παράγραφον 3.

δ. Οἱ κάτοικοι τοῦ Δήμου ἢ τῆς Κοινότητος ἔχουν τὸ δικαίωμα νὰ παρακολουθοῦν τὰς ἐκπομπὰς δωρεάν. Πρὸς τὸν σκοπὸν αὐτὸν θὰ ὑπάρχῃ ἐξωτερικὸν μεγάφωνον, ταποθετημένον εἰς βέραν ἐκ τῆς ὁποίας θὰ ἀκούεται καθαρὰ ἀπὸ ὅσον τὰ δυνατὸν περισσοτέρους πολίτας, εἰς τρόπον ὥστε νὰ δύνανται νὰ παρακολουθοῦν τὰς ἐκπομπὰς εὐκόλως, χωρὶς νὰ εἶναι ὑποχρεωμένοι νὰ καθήρουν εἰς καφενεῖον εἴτε ταβέρναν, εἴτε εἰς χῶρον ἄλλης ἐμπορικῆς ἐπιχειρήσεως, καὶ χωρὶς νὰ εἶναι ὑποχρεωμένοι νὰ πληρώσουν δι' ἀναψυκτικὰ κ.τ.λ. εἴτε διὰ τὴν χρησιμοποίησιν καθισμάτων οἱασδήποτε ἐμπορικῆς ἐπιχειρήσεως.

ε. Ἀπὸ καιροῦ εἰς καιρόν, ἀντιπρόσωποι τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν θὰ παραδίδῃ εἰς τὸν Θεματοφύλακα πρόγραμμα σημαντικῶν ἐκπομπῶν εἰδήσεων. Ἡ Ἐπιτροπὴ θὰ εἶναι ὑπεύθυνος νὰ φροντίζῃ ὥστε νὰ προτιμῶνται αὐταὶ αἱ ἐκπομπαὶ εἰδήσεων ἀντὶ τῶν ἁπλῶς ψυχαγωγικῶν προγραμμάτων. Ἐπὶ πλέον, ἡ Ἐπιτροπή, κάθε δύο μῆνας, θὰ πρέπει νὰ ὑποβάλλῃ σύντομον ἔκθεσιν πρὸς τὸν Νομάρχην. Εἰς τὴν ἔκθεσιν αὐτὴν θὰ φαίνεται πῶς χρησιμοποιεῖται γενικῶς τὸ ραδιοφωνικὸν ὑλικὸν καὶ συγχρόνως θὰ ὑποβάλλεται καὶ σημείωμα διὰ μερικὰς ἀπὸ τὰς ἐκπομπὰς ποὺ ἠκούσθησαν. Αἱ ἐκθέσεις αὐταὶ θὰ ἐὰρακωνται εἰς τὴν διάθεσιν τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν, διὰ νὰ τὰς χρησιμοποιήσῃ ἠρακεμένου νὰ ἀποφασίσῃ ἐὰν τὸ ραδιοφωνικὸν ὑλικὸν θὰ παραμείνῃ εἰς τὸν Δήμον ἢ τὴν Κοινότητα.

ζ. Ἐὰν ἡ Ἐπιτροπὴ δὲν δύναται νὰ διατηρήσῃ τὸ ραδιοφωνικὸν ὑλικὸν εἰς καλὴν κατάστασιν λειτουργίας, ὁ Θεματοφύλαξ ὑποχρεοῦται νὰ ἐλθῃ ἀμέσως εἰς ἐπαφὴν μὲ ἀντιπρόσωπον τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν, εἰς τρόπον ὥστε νὰ ληφθοῦν ὅλα τὰ μέτρα ποὺ πρέπει διὰ νὰ ἐξασφαλισθῇ ἡ καλὴ λειτουργία τοῦ ὑλικοῦ. Εἰς οὐδεμίαν περίπτωσιν ἐπιτρέπεται νὰ ἀφαιρεθοῦν ἐκ τοῦ ὑλικοῦ τούτου ἀριθμοί, χαρακτηριστικαὶ πινακίδες, ἀρραγίδες ἢ ἄλλα διακριτικὰ γνωρίσματα.

3. Ἐννοεῖται, βεβαίως, ὅτι ἡ ραδιοφωνικὴ αὐτὴ συσκευὴ θὰ ἐξακολουθήσῃ νὰ εἶναι ἰδιοκτησία τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν, δύναται ὅμως νὰ παραμείνῃ εἰς τὸν Δῆμον ἢ τὴν Κοινότητα ἐπὶ ὅσον χρονικὸν διάστημα θὰ ἐξυπηρετῇ σκοπὸν κοινῆς ὠφελείας, κατὰ τὸν τρόπον ποὺ ὁρίζει ἡ παροῦσα συμφωνία. Ὁποτεδήποτε ὁ Θεματοφύλαξ, διὰ λογαριασμὸν τῆς Κοινότητος ἢ τοῦ Δήμου, ὑποδείξῃ ὅτι ἡ ραδιοφωνικὴ συσκευὴ ἔπαυσε νὰ εἶναι ἐπιθυμητὴ εἰς τοὺς κατοίκους, ἢ ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν ἀποφασίσῃ ὅτι ἡ συσκευὴ πρέπει νὰ ἀφαιρεθῇ δι' οἱανδήποτε αἰτίαν, ἡ παροῦσα συμφωνία θὰ ἀκυροῦται, καὶ ὁ Θεματοφύλαξ θὰ παραδώσῃ τὴν συσκευὴν εἰς ἐξουσιοδοτημένον ἐκπρόσωπον τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν.

4. Ἀντίγραφον αὐτῆς τῆς συμφωνίας θὰ ἀναρτηθῇ πλησίον τοῦ ραδιοφώνου καὶ εἰς θέσιν ταυτότητν ὥστε οἱ ἐπιθυμοῦντες νὰ δύνανται νὰ τὴν ἀναγνώσουν εὐχέρως.

5. Ἡ παροῦσα συμφωνία θὰ δεσμεύῃ τοὺς ἑκάστοτε διαδόχους τοῦ Θεματοφύλακας.

ΕΙΣ ΕΠΙΒΕΒΑΙΩΣΙΝ ΤΩΝ ΑΝΩΤΕΡΩ ἀμφότερα τὰ συμβαλλόμενα μέρη ὑπέγραψαν τὴν παροῦσαν συμφωνίαν, ἡ ὁποία φέρει ἡμερομηνίαν τὴν ἐν ἀρχῇ ἀναγραφομένην.

ΔΙΑ ΤΟΝ ΔΗΜΟΝ Ἢ ΚΟΙΝΟΤΗΤΑ
Ὁ Θεματοφύλαξ

(Ὑπογραφή)

(Γράψατε τὸ ὄνομα καὶ μὲ κεφαλαῖα γράμματα)

ΔΥΟ ΜΕΛΗ ΤΗΣ ΑΝΤΙΠΡΟΣΩΠΕΥΤΙΚΗΣ ΕΠΙΤΡΟΠΗΣ

(Ὑπογραφή)

(Γράψατε τὸ ὄνομα καὶ μὲ κεφαλαῖα γράμματα)

(Ὑπογραφή)

(Γράψατε τὸ ὄνομα καὶ μὲ κεφαλαῖα γράμματα)

ΔΥΟ ΜΑΡΤΥΡΕΣ

(Ὑπογραφή)

(Γράψατε τὸ ὄνομα καὶ μὲ κεφαλαῖα γράμματα)

(Ὑπογραφή)

(Γράψατε τὸ ὄνομα καὶ μὲ κεφαλαῖα γράμματα)

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ ΗΝΩΜΕΝΩΝ
ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

Ἐπιτετραμμένος ἐπὶ τῶν Συμβάσεων
Κοινῶν Διοικητικῶν Ὑπηρεσιῶν

Συμφωνεῖται *ὅτι: Ὁ συνοδεύων εἰς τὴν παροῦσαν Σύμβασιν γίνεται μεταξὺ τῆς* **Δ.Ο.Σ.** *καὶ αὐτοῦ τοῦ Ἑλληνικοῦ* **Ο.Κ.Α.** *(Ὀργανισμὸν Κοινῆς Ἀσφαλείας).*

AGREEMENT №

The Community of
Nomos of

This agreement, made and entered into in Greece, this day of , 1951, by and between the Government of the United States of America represented by Contracting Officer Joint Administrative Services American Embassy, AMAG, ECA (hereinafter referred to as the Government, and duly constituted Mayor or President of the Community of (hereinafter referred to as the Trustee).

WHEREAS, the Government of the United States has entered into an agreement with the Government of Greece, dated July 2, 1948, providing for the furnishing of economic aid to Greece to assist its program of reconstruction, and

WHEREAS it is necessary that the people of Greece have the opportunity to keep fully advised of the progress of the reconstruction program as well as of other current national and international news, through the means of radio programs and other sources of information, and

WHEREAS, the people of this Community are desirous of obtaining radio equipment which may be used by them for their information and benefit, and

WHEREAS, the Government of the United States owns and has available a certain limited number of radio sets, together with necessary equipment which may be used for this purpose,

NOW, THEREFORE the parties hereto do mutually agree as follows:

1. The United States Government does turn over to the Trustee on loan, radio equipment identified as follows (fill in or strike out as applicable):

1 ECA Lorens (or) RTA radio receiver and incidental attachments, serial number ,ECA Stock Number , complete with loudspeakers.

1 KMS86 gasoline motor generator, serial number ECA Stock Number

1 ECA Lorena microphone and stand, ECA Stock Number

The Trustee does accept custody of the radio equipment described in paragraph 1, and specifically agrees that it will be operated under the following conditions:

a. The equipment will be installed at some central point in the Community where it will be available for listening purposes at all times by the people of the Community, the exact location to be decided upon by the Committee referred to in (b) below and by an authorized representative of the United States Government.

b. The equipment will be maintained by a representative committee of three persons consisting of the Trustee, the head of the school system and a priest serving the demos or community. This committee will be responsible for seeing to it that the equipment is at all times kept in good repair, that the terms of this agreement are observed and that the equipment is operated so as to be of maximum benefit to all people of the Community.

c. Authorized representatives of the United States Government shall, at all times, have the right to inspect the radio equipment and its manner of operation and determine whether it is being used in full accordance with the provisions of this agreement. They will have the right to settle any questions concerning the use of the equipment which cannot be settled by the Committee or to remove the equipment as provided in paragraph 3.

d. There will be no charge made to the people of the community for the privilege of listening to the radio, nor will such privilege be dependent upon the listeners making payment to any taverna or other commercial enterprise for refreshments, seating facilities or for any other reason. The radio will be operated through a loudspeaker at a convenient place so that it can be effectively heard by large groups of people.

e. From time to time, a representative of the United States Government will deliver to the trustee schedules of important news broadcasts. It will be the responsibility of the Committee to see that priority is given to these news broadcasts over other programs merely of entertainment nature. In addition the Committe will make a brief report every 60 days to the Nomarch indicating generally the manner in which the equipment is being used and some of the broadcasts heard. These reports will be available to the United States Government for its use in determining if the equipment should remain in the demos or community.

f. If it is not possible for the Committee to keep the equipment in good working condition, the Trustee shall immediately contact a representative of the United States Government, so that arrangements can be made to put it in working order. Under no circumstance shall any numbers, identifying plates, seals, or other markings be removed from equipment.

3. It is understood that this radio equipment will continue to be the property of the United States Government but it may remain in the Community as long as it is serving a public benefit as described in this agreement. If at any time the Trustee on behalf of the Community indicates that the radio equipment is no longer desired or the United States Government decides that it should be removed for any reason, then this agreement will be cancelled and the Trustee will turn over said radio equipment to an authorized representative of the United States Government.

4 A copy of this agreement shall be posted in a conspicuous place near the radio at all times.

5. This agreement shall be binding upon all successors in office of the Trustee.

IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date above written.

THE COMMUNITY OF
BY
Trustee

(Signature)

(Print in block capitals)

TWO MEMBERS OF THE REPRESENTATIVE COMMITTEE

(Signature)

(Print in block capitals)

(Signature)

(Print in block capitals)

TWO WITNESSES:

(Signature)

(Print in block capitals)

(Signature)

(Print in block capitals)

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY

GENERAL SERVICES OFFICER, JAS.
Contracting Officer,

Wherever ECA *appears in this agreement it shall be agreed that it equally applies to* MSA *(Mutual Security Agency).*

A G R E E M E N T

BETWEEN
THE GOVERNMENT
OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF GREECE
CONCERNING COMMUNITY RADIOS

SCHEDULE B'

Σ Υ Μ Φ Ω Ν Ι Α

ΜΕΤΑΞΥ
ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
ΚΑΙ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΠΕΡΙ ΤΩΝ ΚΟΙΝΟΤΙΚΩΝ ΡΑΔΙΟΦΩΝΩΝ

ΠΡΟΣΑΡΤΗΜΑ Β'

SCHEDULE B

Part I. LORENZ RADIOS
(each with generator and other associated equipment)

ITEM No.	PROPERTY No.	LOCATION
1	ECA/3275/DA	Koukoura Viotias
2	ECA/3278/DA	Akrefnion Viotias
3	ECA/9290/DA	Topolia Viotias
4	ECA/3299/DA	Koronia Viotias
5	ECA/3284/DA	Evangelistria Viotias
6	ECA/3281/DA	Aghion Vlassion Viotias
7	ECA/3293/DA	Chostia Viotias
8	ECA/3296/DA	Zerikion Viotias
9	ECA/3287/DA	Distomon Viotias
10	ECA/3302/DA	Kyriaki Viotias
11	ECA/3353/DA	Pentaloxon Kilkis
12	ECA/3368/DA	Vathi Kilkis
13	ECA/3365/DA	Katotheodoraki Kilkis
14	ECA/3362/DA	Pigi Kilkis
15	ECA/3359/DA	Edomenis Kilkis
16	ECA/3356/DA	Gerakonas Kilkis
17	ECA/3344/DA	Kato Grammatiko Pellis
18	ECA/3341/DA	Ano Grammatiko Pellis
19	ECA/3338/DA	Xanthogias Pellis
20	ECA/3335/DA	Nissis Pellis
21	ECA/3326/DA	Anargiron Florinis
22	ECA/3323/DA	Limnochorion Florinis
23	ECA/3320/DA	Polipotamon Florinis
24	ECA/3317/DA	Triandafillia Florinis
25	ECA/3314/DA	Neon Kaukason Florinis
26	ECA/3311/DA	Niki Florina
27	ECA/3485/DA	Mega Emathia
28	ECA/3482/DA	Aghia Fotini Pellis
29	ECA/3479/DA	Akraneos Pellis
30	ECA/3476/DA	Mandalon Pellis
31	ECA/3473/DA	Sarakinon Pellis
32	ECA/3470/DA	Ormas Pellis
33	ECA/3467/DA	Kelion Florinis
34	ECA/3464/DA	Flamiouri Florinis
35	ECA/3461/DA	Nymfeon Florinis
36	ECA/3458/DA	Aghia Paraskevi
37	ECA/3455/DA	Krateron Florinis
38	ECA/3668/DA	Pontokerasia Kilkis
39	ECA/3665/DA	Aghios Markos Kilkis
40	ECA/3662/DA	Aghios Antonios Kilkis
41	ECA/3659/DA	Vassilitsa Kilkis
42	ECA/3656/DA	Metamorfosis Kilkis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
43	ECA/3653/DA	Koupas Kilkis
44	ECA/3656/DA	Skra Kilkis
45	ECA/3647/DA	Efkarpia Kilkis
46	ECA/3644/DA	Diboumon Kilkis
47	ECA/3641/DA	Falmouria Pellis
48	ECA/3638/DA	Zerbis Pellis
49	ECA/3635/DA	Aghios Athanassios Pellis
50	ECA/3632/DA	Foustani Pellis
51	ECA/3629/DA	Periklia Pellis
52	ECA/3626/DA	Kato Edrousa Florinis
53	ECA/3623/DA	Boufi Florinis
54	ECA/3620/DA	Trivoumon Florinis
55	ECA/3617/DA	Korifi Florinis
56	ECA/3614/DA	Messocambon Florinis
57	ECA/3611/DA	Achlades Florinis
58	ECA/3608/DA	Lefkona Florinis
59	ECA/3605/DA	Psaradon Florinis
60	ECA/3401/DA	Omorfoklissia Kastorias
61	ECA/3581/DA	Aghia Kyriaki Kastoria
62	ECA/3587/DA	Polykerason Kastorias
63	ECA/3584/DA	Vissinias Kastoria
64	ECA/3578/DA	Enoys Kastoria
65	ECA/3392/DA	Kypseli Kastoria
66	ECA/3398/DA	Pentavrisson Kastoria
67	ECA/3389/DA	Ano Fteria Kastoria
68	ECA/3494/DA	Messovounon Kozanis
69	ECA/3497/DA	Pyrgon Kozanis
70	ECA/3602/DA	Anthoussia Kozanis
71	ECA/3599/DA	Dichimaron Kozanis
72	ECA/3596/DA	Chrysavgi Kozanis
73	ECA/3590/DA	Sisanion Kozanis
74	ECA/3593/DA	Koryfi Kozanis
75	ECA/3371/DA	Rodanos Kilkis
76	ECA/3350/DA	Terpillion Kilkis
77	ECA/3347/DA	Kokkinia Kilkis
78	ECA/3305/DA	Karion Florinis
79	ECA/3308/DA	Vatohorion Florinis
80	ECA/3332/DA	Vorynon Pellis
81	ECA/3395/DA	Kotylis Kastorias
82	ECA/3404/DA	Kato Kranioua Kastoria
83	ECA/3377/DA	Varykon Kastoria
84	ECA/3374/DA	Vaniliados Kastoria
85	ECA/3386/DA	Hionaton Kastorias
86	ECA/3383/DA	Skalochorion Kozanis
87	ECA/3419/DA	Zonis Kozanis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
88	ECA/3425/DA	Lyvaderon Kozanis
89	ECA/3416/DA	Polykastanon Kozanis
90	ECA/3409/DA	Zouzoulis Kastorias
91	ECA/3422/DA	Elati Kozanis
92	ECA/3491/DA	Andigonia Kilkis
93	ECA/3563/DA	Korona Kilkis
94	ECA/3572/DA	Drosaton Kilkis
95	ECA/3560/DA	Grivos Kilkis
96	ECA/3566/DA	Megalis Sterni Kilkis
97	ECA/3488/DA	Konolithion Kilkis
98	ECA/3380/DA	Nostimon Kizanis
99	ECA/3575/DA	Melissourgion Kilkis
100	ECA/3569/DA	Akrita Kilkis
101	ECA/3557/DA	Kastaneri Kilkis
102	ECA/3671/DA	Makrochorion Kastoria
103	ECA/3674/DA	Halaras Kastoria
104	ECA/3672/DA	Kastanofiton Kastorias
105	ECA/3680/DA	Damaskinia Kozanis
106	ECA/3683/DA	Komninades Kastorias
107	ECA/3686/DA	Dipotamia Kastorias
108	ECA/3689/DA	Lagas Kastorias
109	ECA/3692/DA	Melanthion Kastorias
110	ECA/3695/DA	Pefkon Kastorias
111	ECA/3698/DA	Kato Nestorion Kastorias
112	ECA/3701/DA	Germos Kastorias
113	ECA/3716/DA	Kydonies Kozanis
114	ECA/3704/DA	Pefkofyton Kastorias
115	ECA/3707/DA	Chryssis Kastorias
116	ECA/3410/DA	Eptachorion Kastorias
117	ECA/3413/DA	Dragassias Kozanis
118	ECA/3710/DA	Messologos Kozanis
119	ECA/3713/DA	Doumbion Chalkidikis
120	ECA/3719/DA	Aedonia Kozanis
121	ECA/3722/DA	Trigonikon Kozanis
122	ECA/4215/DA	Anatoliki Frangista Evritanias
123	ECA/3874/DA	Galatini Kozanis
124	ECA/3856/DA	Molassis Kozanis
125	ECA/3868/DA	Pelargon Kozanis
126	ECA/3871/DA	Ermakias Kozanis
127	ECA/3533/DA	Asthiron Kozanis
128	ECA/3536/DA	Spilion Kozanis
129	ECA/3782/DA	Avgerinon Kozanis
130	ECA/3373/DA	Rodohorion Kozanis
131	ECA/3779/DA	Lefki Kozanis
132	ECA/3788/DA	Ag.Anargiri Kozanis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
133	ECA/3791/DA	Ag. Kosmas Kozanis
134	ECA/3776/DA	Likniadon Kozanis
135	ECA/3847/DA	Trikomon Kozanis
136	ECA/3850/DA	Lavdas Kozanis
137	ECA/3853/DA	Panorama Kozanis
138	ECA/3859/DA	Hymerinon Kozanis
139	ECA/3862/DA	Dilofon Kozanis
140	ECA/3865/DA	Namata Kozanis
141	ECA/3527/DA	Oxyes Kastorias
142	ECA/3530/DA	Ag. Elias Kozanis
143	ECA/3539/DA	Sidera Kozanis
144	ECA/3800/DA	Foufa Kozanis
145	ECA/3797/DA	Eloys Kozanis
146	ECA/3785/DA	Klesoria Kozanis
147	ECA/3770/DA	Kriminion Kozanis
148	ECA/3844/DA	Prosvopon Kozanis
149	ECA/3743/DA	Tournikion Kozanis
150	ECA/3749/DA	Trikokias Kozanis
151	ECA/3731/DA	Diakos Kozanis
152	ECA/3728/DA	Kentron Kozanis
153	ECA/3725/DA	Sarakina Kozanis
154	ECA/3746/DA	Katakalis Kozanis
155	ECA/3740/DA	Diporon Kozanis
156	ECA/3737/DA	Pigaditsa Kozanis
157	ECA/3734/DA	Aimilianos Kozanis
158	ECA/3764/DA	Katafigion Kozanis
159	ECA/3761/DA	Prionia Kozanis
160	ECA/3452/DA	Spileon Kozanis
161	ECA/3755/DA	Ziaka Kozanis
162	ECA/3449/DA	Paliouregia Kozanis
163	ECA/3431/DA	Agapi Kozanis
164	ECA/3440/DA	Despotis Kozanis
165	ECA/3437/DA	Kiporgion Kozanis
166	ECA/3443/DA	Arhrakias Kozanis
167	ECA/3434/DA	Krania Kozanis
168	ECA/3428/DA	Knidis Kozanis
169	ECA/3758/DA	Megaron Kozanis
170	ECA/3767/DA	Kallony Kozanis
171	ECA/3515/DA	Rodia Kozanis
172	ECA/3512/DA	Lepsion Kozanis
173	ECA/3509/DA	Polinerion Kozanis
174	ECA/3500/DA	Eksarhon Kozanis
175	ECA/3506/DA	Anavriton Kozanis
176	ECA/3518/DA	Mikrolivadion Kozanis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
177	ECA/3521/DA	Monahition Kozanis
178	ECA/3503/DA	Mikrokleisoura Kozanis
179	ECA/3524/DA	Oropedion Kozanis
180	ECA/3551/DA	Imera Kozanis
181	ECA/3548/DA	Palialonon Kozanis
182	ECA/3803/DA	Metaxa Kozanis
183	ECA/3554/DA	Skouliari Kozanis
184	ECA/3542/DA	Mikrovalton Kozanis
185	ECA/3545/DA	Tranovalton Kozanis
186	ECA/3935/DA	Polifiton Kozanis
187	ECA/3809/DA	Kranidion Kozanis
188	ECA/3806/DA	Keraria Kozanis
189	ECA/3812/DA	Katafigion Kozanis
190	ECA/3815/DA	Melisotopon Kastorias
191	ECA/3877/DA	Koromilia Kastorias
192	ECA/3880/DA	Mesopotamia Kastorias
193	ECA/3938/DA	Kleissoura Kastorias
194	ECA/3944/DA	Mavrokampon Kastoria
195	ECA/3941/DA	Melo Kastoria
196	ECA/3947/DA	Sidirohorion Kastoria
197	ECA/3818/DA	Vitsista Kastoria
198	ECA/3794/DA	Olymbias Kozanis
199	ECA/4227/DA	Paleopyrgon Ioanninon
200	ECA/4230/DA	Drimadon Ioanninon
201	ECA/4221/DA	Argirohorion Ioanninon
202	ECA/4218/DA	Pondikatis Ioanninon
203	ECA/4224/DA	Orenon Ioanninon
204	ECA/4233/DA	Valtistis Ioanninon
205	ECA/4239/DA	Kastanianis Ioanninon
206	ECA/4236/DA	Mavropoulon Ioanninon
207	ECA/3950/DA	Pisodenon Florinis
208	ECA/3965/DA	Mega Platonos Pellis
209	ECA/3953/DA	Antigonia Florinis
210	ECA/3959/DA	Nea Zoi Pellis
211	ECA/3968/DA	Prodromos Pellis
212	ECA/3962/DA	Margarita Pellis
213	ECA/3956/DA	Maniaki Florinis
214	ECA/3971/DA	Lykostomion Pellis
215	ECA/3889/DA	Alonon Florinis
216	ECA/3892/DA	Kladorakis Florinis
217	ECA/3895/DA	Mandaron Pellis
218	ECA/3901/DA	Lykon Pellis
219	ECA/3886/DA	Atrapon Florinis
220	ECA/3974/DA	Vryta Pellis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
221	ECA/3898/DA	Kerana Pellis
222	ECA/3883/DA	Gavros Kastoria
223	ECA/4320/DA	Tsaraklimanion Thesprotias
224	ECA/4398/DA	Fatirion Thesprotias
225	ECA/4401/DA	Litsis Thesprotias
226	ECA/4314/DA	Aghia Kyriaki Thesprotias
227	ECA/4317/DA	Paleohorion Thesprotias
228	ECA/4251/DA	Kokkinia Thesprotias
229	ECA/4311/DA	Keramitsi Thesprotias
230	ECA/4308/DA	Lia Thesprotias
231	ECA/4248/DA	Anoskehoron Thesprotias
232	ECA/4245/DA	Povla Thesprotias
233	ECA/4242/DA	Soulopoulon Ioanninon
234	ECA/3904/DA	Avghi Kastoria
235	ECA/3907/DA	Tsakoni Kastoria
236	ECA/3977/DA	Spilea Kastoria
237	ECA/4494/DA	Plikation Ioanninon
238	ECA/4488/DA	Pyrson Annis Ioanninon
239	ECA/4491/DA	Stratsiannis Ioanninon
240	ECA/4326/DA	Molivdoskepaston Ioanninon
241	ECA/4329/DA	Oxia Ioanninon
242	ECA/4323/DA	Kastanianis Ioannin(Konitsis)
243	ECA/4407/DA	Aghia Varvara Ioanninon
244	ECA/4404/DA	Eglistis Ioanninon
245	ECA/4581/DA	Amaranton Ioanninon
246	ECA/4578/DA	Pournias Ioanninon
247	ECA/4257/DA	Gorgopotamon Ioanninon
248	ECA/4254/DA	Hioniadon Ioanninon
249	ECA/3910/DA	Koumaria Emathias
250	ECA/3913/DA	Kostohorion Emathias
251	ECA/3916/DA	Rigomata Emathias
252	ECA/3919/DA	Daskion Emathias
253	ECA/3821/DA	Polla Nera Emathias
254	ECA/3983/DA	Elafina Emathias
255	ECA/3830/DA	Polidendrion Emathias
256	ECA/3824/DA	Gianakohorion Emathias
257	ECA/3827/DA	Sfikia Emathias
258	ECA/4028/DA	Nea Stranga Emathias
259	ECA/3986/DA	Haradra Emathias
260	ECA/4025/DA	Sykia Emathias
261	ECA/3980/DA	Arkohorion Emathias
262	ECA/4043/DA	Mesopotamos Peirias
263	ECA/3836/DA	Lokovis (Petras) Pierias
264	ECA/3833/DA	Milia (Mesea) Pierias

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
265	ECA/4034/DA	Agh. Dimitrion Pierias
266	ECA/4031/DA	Skotiena Pierias
267	ECA/4040/DA	Elatohorion Pierias
268	ECA/3839/DA	Vrondon Pierias
269	ECA/4037/DA	Ritini Pierias
270	ECA/4091/DA	Kalivia Klafinas Pierias
271	ECA/4085/DA	Aghios Pandeleimon Pierias
272	ECA/4082/DA	Poron Pierias
273	ECA/3934/DA	Kalyvia Skotinis Pierias
274	ECA/3928/DA	Kalyvia Haradras Pierias
275	ECA/3931/DA	Kato Alonia Pierias
276	ECA/3925/DA	Pioria
277	ECA/3922/DA	Riakion Pierias
278	ECA/4016/DA	Ouranopolis Halkidikis
279	ECA/4055/DA	Barbara Halkidikis
280	ECA/4052/DA	Marathousa Halkidikis
281	ECA/4046/DA	Krimny Halkidikis
282	ECA/4049/DA	Petrokerasa Halkidikis
283	ECA/4061/DA	Metagitsi Halkidikis
284	ECA/4058/DA	Aghios Dimitrios Halkidikis
285	ECA/4007/DA	Metamorfossis Halkidikis
286	ECA/4010/DA	Vraston Halkidikis
287	ECA/4013/DA	Kalamitsion Halkidikis
288	ECA/4019/DA	Gomation Halkidikis
289	ECA/4004/DA	Amouliani Halkidikis
290	ECA/4001/DA	Sarti (Nea Afissia)Halkidikis
291	ECA/3995/DA	Parthenon Halkidikis
292	ECA/3989/DA	Pazarakion Halkidikis
293	ECA/3992/DA	Paleohora Halkidikis
294	ECA/4064/DA	Plana Halkidikis
295	ECA/3998/DA	Nea Roda Halkidikis
296	ECA/6240/DA	Mavromati Viotias
297	ECA/6243/DA	Dombrena Viotias
298	ECA/4341/DA	Visistis P.E. (Ftens)Artis
299	ECA/4410/DA	Nisista N.E. Artis
300	ECA/4413/DA	Paleoroforos Prevezis
301	ECA/4416/DA	Hosepsis Artis
302	ECA/4419/DA	Myrsini Prevezis
303	ECA/4260/DA	Athamanion Artis
304	ECA/4584/DA	Ammotopon Artis
305	ECA/4338/DA	Ramia Artis
306	ECA/4332/DA	Vryssoula Prevezis
307	ECA/4335/DA	Krania Prevezis
308	ECA/4587/DA	Assos Prevezis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
309	ECA/4590/DA	Dimarion Artis
310	ECA/4500/DA	Meliana Prevezis
311	ECA/4497/DA	Ano Kotsanopoulon Prevezis
312	ECA/4503/DA	Ano Kalendini Artis
313	ECA/4518/DA	Lahanokastron Ioanninon
314	ECA/4515/DA	Aspragelon Ioanninon
315	ECA/4596/DA	Sitarian Ioanninon
316	ECA/4512/DA	Vitsa Ioanninon
317	ECA/4593/DA	Negrades Ioanninon
318	ECA/4353/DA	Ligopsa Ioanninon
319	ECA/4350/DA	Ano Pedinon Ioannina
320	ECA/4347/DA	Papigon Ioannina
321	ECA/4344/DA	Aristis Ioannina
322	ECA/4509/DA	Protopappa Ioannina
323	ECA/4506/DA	Neohorion Ioannina
324	ECA/4422 /DA	Mazaraki Ioannina
325	ECA/4521/DA	Varyadon Ioannina
326	ECA/4431/DA	Ktimata Ioannina
327	ECA/4362/DA	Varlanan Ioannina
328	ECA/4359/DA	Moulon Ioannina
329	ECA/4428/DA	Mouzanion Ioannina
330	ECA/4524/DA	Terrovon Ioannina
331	ECA/4599/DA	Kostaniani Ioannina
332	ECA/4356/DA	Kopanin Ioannina
333	ECA/4425/DA	Chrysovitsan Ioannina
334	ECA/4602/DA	Teriahion Ioannina
335	ECA/4434/DA	Asimohorion Ioannina
336	ECA/4365/DA	Elafotopon Ioannina
337	ECA/4079/DA	Vertisko Salonika
338	ECA/4076/DA	Galini Salonika
339	ECA/4142/DA	Anoixia Salonika
340	ECA/4100/DA	Arethousa Salonika
341	ECA/4097/DA	Polidendrion Salonika
342	ECA/4139/DA	Filadelfion Salonika
343	ECA/4133/DA	Lofiskon Salonika
344	ECA/4136/DA	Vamvakia Salonika
345	ECA/4130/DA	Ysoma Kilkis
346	ECA/4127/DA	Theodossia Kilkis
347	ECA/4022/DA	Peristerion Kilkis
348	ECA/4067/DA	Koronouda Kilkis
349	ECA/4073/DA	Eptalofos Kilkis
350	ECA/4070/DA	Ellinikon Kilkis
351	ECA/4530/DA	Dikorfon Ioannina
352	ECA/4527/DA	Stavroskiadi Ioannina

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
353	ECA/6256/DA	Ahladi Evoias
354	ECA/6259/DA	Kotsikias Evoias
355	ECA/6262/DA	Agdines Evoias
356	ECA/6265/DA	Krioneritis Evoias
357	ECA/6268/DA	Kokinomilia Evoias
358	ECA/6271/DA	Metohion Evoias
359	ECA/6274/DA	Lihas Evoias
360	ECA/6246/DA	Loukissia Evoias
361	ECA/6298/DA	Virra Evoias
362	ECA/6295/DA	Styra Evoias
363	ECA/6292/DA	Gianitsi Evoias
364	ECA/6280/DA	Platanistos Evoias
365	ECA/6289/DA	Aghion Dimitrion Evoias
366	ECA/6286/DA	Kallianon Evoias
367	ECA/6283/DA	Kamito Evoias
368	ECA/6277/DA	Petries Evoias
369	ECA/6313/DA	Pily Viotias
370	ECA/6310/DA	Kouninon Viotias
371	ECA/6301/DA	Stropones Evoias
372	ECA/6304/DA	Metohi Dirfeon
373	ECA/6307/DA	Settan Evoias
374	ECA/4277/DA	Tsoukas Fthiotidos
375	ECA/4274/DA	Revoliarion Fthiotidos
376	ECA/4394/DA	Makrin Fthiotidos
377	ECA/4286/DA	Nea Giannitson Fthiotidos
378	ECA/4292/DA	Platistomon Fthiotidos
379	ECA/4289/DA	Palaiovrahan Fthiotidos
380	ECA/4280/DA	Lefkas Fthiotidos
381	ECA/4283/DA	Fterin Fthiotidos
382	ECA/4301/DA	Stayas Fthiotidos
383	ECA/4103/DA	Tymfriston Fthiotidos
384	ECA/4115/DA	Palaiokastron Fthiotidos
385	ECA/4106/DA	Merkadon Fthiotidos
386	ECA/4295/DA	Gardikion Fthiotidos
387	ECA/4298/DA	Poumkakia Fthiotidos
388	ECA/4118/DA	Fourna Evrytanias
389	ECA/4151/DA	Karoplesion Evrytanias
390	ECA/4112/DA	Neohorion-Tymfriston Fthiotidos
391	ECA/4121/DA	Vrahan Evrytanias
392	ECA/4124/DA	Kleston Evrytanias
393	ECA/4145/DA	Molohan Evrytanias
394	ECA/4109/DA	Mavrilion Fthiotidos
395	ECA/4454/DA	Marathion Evrytanias
396	ECA/4202/DA	Pavliani Fthiotidos

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
397	ECA/4370/DA	Velaora Evrytanias
398	ECA/4304/DA	Ditiky Frangista Evrytanias
399	ECA/4382/DA	Voulpin Evrytanias
400	ECA/4379/DA	Granitsan Evrytanias
401	ECA/4376/DA	Lepiana Evrytanias
402	ECA/4373/DA	Topoliana Evrytanias
403	ECA/4307/DA	Tripotamon Evrytanias
404	ECA/4199/DA	Moshokoria Fthiotidos
405	ECA/4196/DA	Divrin Fthiotidos
406	ECA/4148/DA	Neraidan Evrytanias
407	ECA/4439/DA	Neon Monastirion Fthiotidos
408	ECA/4397/DA	Neraidan Fthiotidos
409	ECA/4442/DA	Xyniada Fthiotidos
410	ECA/4445/DA	Omvriakin Fthiotidos
411	ECA/4184/DA	Mendenitsa Fthiotidos
412	ECA/4193/DA	Lyhnon Fthiotidos
413	ECA/4187/DA	Kalamaki Fthiotidos
414	ECA/4181/DA	Paxos Fthiotidos
415	ECA/4178/DA	Avlaki Fthiotidos
416	ECA/4190/DA	Velitsis Fthiotidos
417	ECA/4094/DA	Aghios Georgios Fthiotidos
418	ECA/4448/DA	Karyon Fthiotidos
419	ECA/4325/DA	Megalon Horion Evrytanias
420	ECA/4472/DA	Domnitsis Evrytanias
421	ECA/4388/DA	Rouson Evrytanias
422	ECA/4160/DA	Malindrinon Fokidos
423	ECA/4457/DA	Vinianis Evrytanias
424	ECA/4478/DA	Agrafon Evrytanias
425	ECA/4535/DA	Arotina Fokidos
426	ECA/4487/DA	Pendapous Fokidos
427	ECA/4460/DA	Domianon Evrytanias
428	ECA/4481/DA	Vragiana Evrytanias
429	ECA/4463/DA	Hohlian Evrytanias
430	ECA/4475/DA	Kerasohori Evrytanias
431	ECA/4484/DA	Aghia Efthimia Fokidos
432	ECA/4451/DA	Laspin Evrytanias
433	ECA/4466/DA	Aghia Triada Evrytanias
434	ECA/4469/DA	Krikelon Evrytanias
435	ECA/4331/DA	Katavothra Evrytanias
436	ECA/4169/DA	Klima-Efpalion Fokidos
437	ECA/4163/DA	Anomousounitsa Fokidos
438	ECA/4166/DA	Konakion Fokidos
439	ECA/4157/DA	Amygdalia Fokidos
440	ECA/4154/DA	Lidorikion Fokidos

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
441	ECA/4175/DA	Karoutes Fokidos
442	ECA/4172/DA	Ano Paleoxarion Fokidos
443	ECA/6647/DA	Krokilion Fokidos
444	ECA/4208/DA	Eptalofos Fokidos
445	ECA/4211/DA	Vounihora Fokidos
446	ECA/4205/DA	Mavrolitharion Fokidos
447	ECA/6564/DA	Arolithon Rethimnis
448	ECA/6576/DA	Livadia Rethimnis
449	ECA/6558/DA	Ano Valsamonero Rethimnis
450	ECA/6570/DA	Pandanasa Rethimnis
451	ECA/6573/DA	Melidoni Rethimnis
452	ECA/6451/DA	Akoumios Rethimnis
453	ECA/6439/DA	Selly Rethimnis
454	ECA/6433/DA	Zouridion Rethimnis
455	ECA/6475/DA	Aghion Mammon Rethimnis
456	ECA/6526/DA	Panormon Rethimnis
457	ECA/6472/DA	Zoniana Rethimnis
458	ECA/6469/DA	Perama Rethimnis
459	ECA/6448/DA	Agouseliana Rethimnis
460	ECA/6567/DA	Gerakari Rethimnis
461	ECA/6579/DA	Eleftherna Rethimnis
462	ECA/6436/DA	Koufy Rethimnis
463	ECA/6505/DA	Anogia Rethimnis
464	ECA/6454/DA	Rodakino Rethimnis
465	ECA/6561/DA	Myriokefala Rethimnis
466	ECA/6457/DA	Doxaro Rethimnis
467	ECA/6445/DA	Loutra Rethimnis
468	ECA/6442/DA	Saitoures Rethimnis
469	ECA/6633/DA	Margion Rethimnis
470	ECA/6630/DA	Malakia Rethimnis
471	ECA/6627/DA	Kalonychti Rethymnis
472	ECA/6517/DA	Keran Herakleion
473	ECA/6508/DA	Metohi-Akamarioton Herakleion
474	ECA/6591/DA	Paranyfon Herakleion
475	ECA/6502/DA	Xeniakon Herakleion
476	ECA/6499/DA	Arkalohorion Herakleion
477	ECA/6496/DA	Demation Herakleion
478	ECA/6493/DA	Niamon Herakleion
479	ECA/6490/DA	Apesokari Herakleion
480	ECA/6478/DA	Kenourgiohorion Herakleion
481	ECA/6466/DA	Ahendria Herakleion
482	ECA/6487/DA	Martha Herakleion
483	ECA/6463/DA	Ethias Herakleion
484	ECA/6484/DA	Karavado Herakleion

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
485	ECA/6481/DA	Kasteliana Herakleion
486	ECA/6588/DA	Harakos Herakleion
487	ECA/6585/DA	Stavgies Herakleion
488	ECA/6572/DA	Episkopi Herakleion
489	ECA/6603/DA	Mohon Herakleion
490	ECA/6600/DA	Sikologo Herakleion
491	ECA/6597/DA	Ano Vianon Herakleion
492	ECA/6594/DA	Kalohorio Herakleion
493	ECA/6663/DA	Koufa Herakleion
494	ECA/6460/DA	Krosona Herakleion
495	ECA/6511/DA	Karouzanos Herakleion
496	ECA/6555/DA	Gavadohorion Hanion
497	ECA/6552/DA	Kokkinohorio Hanion
498	ECA/6550/DA	Skaloti Hanion
499	ECA/6547/DA	Aspendo (Bouda) Hanion
500	ECA/6544/DA	Mahairous Hanion
501	ECA/6541/DA	Mazi Hanion
502	ECA/6538/DA	Vafe Hanion
503	ECA/6535/DA	Sklavopoulon Hanion
504	ECA/6532/DA	Sirikarion Hanion
505	ECA/6529/DA	Polyzinias Hanion
506	ECA/6400/DA	Gerolakon Hanion
507	ECA/6403/DA	Vamon Hanion
508	ECA/6397/DA	Platyvolon Hanion
509	ECA/6430/DA	Voukolion Hanion
510	ECA/6427/DA	Sarakinan Hanion
511	ECA/6409/DA	Koukounara Hanion
512	ECA/6412/DA	Keramotis Hanion
513	ECA/6415/DA	Perivolakion Hanion
514	ECA/6418/DA	Horas Efakion Hanion
515	ECA/6421/DA	Anopoleos Hanion
516	ECA/6424/DA	Paleohora Hanion
517	ECA/6406/DA	Louzakias Hanion
518	ECA/6609/DA	Krion Lasithion
519	ECA/6523/DA	Mesa Mouliana Lasithion
520	ECA/6618/DA	Orenon Lasithion
521	ECA/6514/DA	Kato Metohi Lasithion
522	ECA/6520/DA	Limnes Lasithion
523	ECA/6615/DA	Aghios Stefanos Lasithion
524	ECA/6612/DA	Stavrohorion Lasithion
525	ECA/6621/DA	Papagiannades Lasithion
526	ECA/6606/DA	Houmeriako Lasithion
527	ECA/6639/DA	Kenti Lasithion
528	ECA/6642/DA	Christon Lasithion

LORENZ RADIOS (continued)

ITEM No.	PROPERTY NO.	LOCATION
529	ECA/6645/DA	Parsa Lasithion
530	ECA/6648/DA	Kalamafka Lasithion
531	ECA/6651/DA	Anatoli Lasithion
532	ECA/6654/DA	Eksalakoma Lasithion
533	ECA/6657/DA	Kritsa Lasithion
534	ECA/6660/DA	Elounda Lasithion
535	ECA/6653/DA	Kastella Hanion
536	ECA/6650/DA	Emprosneron Hanion
537	ECA/6656/DA	Kefala Hanion
538	ECA/4610/DA	Aghia Sophia Evoias
539	ECA/4607/DA	Tserges Evoias
540	ECA/6775/DA	Eleohorion Kavallas
541	ECA/6772/DA	Kargiani Kavallas
542	ECA/6907/DA	Megali Doksasia Evrou
543	ECA/6790/DA	(Leptin)Orestias Evrou
544	ECA/6799/DA	Sarokion Evrou
545	ECA/6796/DA	(Lili-Kosti) Evrou
546	ECA/6793/DA	Valton Evrou
547	ECA/6802/DA	Skoutohorion Evrou
548	ECA/6808/DA	Mannoulin Evrou
549	ECA/6805/DA	Spilaion Evrou
550	ECA/6889/DA	Elafohorion(Lodi)Evrou
551	ECA/6901/DA	Alepohori Evrou
552	ECA/6913/DA	Ktriaki Evrou
553	ECA/7015/DA	Lavaron Evrou
554	ECA/7012/DA	Metaxades Evrou
555	ECA/7018/DA	Mavroklission Evrou
556	ECA/6916/DA	Lagana Evrou
557	ECA/6910/DA	Halidona Evrou
558	ECA/6904/DA	Megali Trahas Evrou
559	ECA/6845/DA	Mega Dereion Evrou
560	ECA/6842/DA	Asvestades Evrou
561	ECA/6836/DA	Kyani Evrou
562	ECA/6839/DA	Aspronerion Evrou
563	ECA/6898/DA	Pendalofon Evrou
564	ECA/6830/DA	Dilofon Evrou
565	ECA/6781/DA	Ftelian Evrou
566	ECA/6778/DA	Dikaion Evrou
567	ECA/6895/DA	Milian Evrou
568	ECA/6892/DA	Therapeion Evrou
569	ECA/6833/DA	Kanadan Evrou
570	ECA/6787/DA	Argon Evrou
571	ECA/6784/DA	Petrofon Evrou
572	ECA/6866/DA	Kehrokampon Kavallas

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
573	ECA/6829/DA	Platamonos Kavallas
574	ECA/7048/DA	Dipotamon Kavallas
575	ECA/7051/DA	Makryhorion Kavallas
576	ECA/7045/DA	Lekanin Kavallas
577	ECA/6871/DA	Dafnona Xanthis
578	ECA/6956/DA	Melitsa Xanthis
579	ECA/7054/DA	Mandra Xanthis
580	ECA/6946/DA	Gizola (Niamison) Xanthis
581	ECA/6949/DA	Therma Xanthis
582	ECA/6940/DA	Medousa Xanthis
583	ECA/6943/DA	Pahin Xanthis
584	ECA/6970/DA	Myrodaton Xanthis
585	ECA/6937/DA	Ehinon Xanthis
586	ECA/6955/DA	Oreon Xanthis
587	ECA/6952/DA	Kotylin Xanthis
588	ECA/6814/DA	Peplon Evrou
589	ECA/6817/DA	Nea Sanda Rodopis
590	ECA/6820/DA	Pelagia Rodopis
591	ECA/6848/DA	Mikra Kavyso Evrou
592	ECA/6851/DA	Mantheian Evrou
593	ECA/6854/DA	Kizari Rodopis
594	ECA/6857/DA	Proskiviton Rodopis
595	ECA/6860/DA	Gratini Rodopis
596	ECA/6863/DA	Fanari Rodopis
597	ECA/6922/DA	Nipsa Evrou
598	ECA/6928/DA	Maroneen Rodopis
599	ECA/6925/DA	Soston Rodopis
600	ECA/6823/DA	Loferion Rodopis
601	ECA/6826/DA	Krovilis Rodopis
602	ECA/6811/DA	Dadian Evrou
603	ECA/7042/DA	Porpis Rodopis
604	ECA/7039/DA	Dionis Rodopis
605	ECA/7021/DA	Pilean Evrou
606	ECA/6931/DA	Organi Rodopis
607	ECA/7030/DA	Shineon Rodopis
608	ECA/7036/DA	Asomaton Rodopis
609	ECA/7033/DA	Emeron Rodopis
610	ECA/7027/DA	Esynin Evrou
611	ECA/6934/DA	Pandroson Rodopis
612	ECA/7024/DA	Dorikon Evrou
613	ECA/6919/DA	Lefikimon Evrou
614	ECA/7149/DA	Mandamissan Etoloakarnanias
615	ECA/7167/DA	Kastraki Etoloakarnanias
616	ECA/7164/DA	Angelokastron Etoloakarnanias

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
617	ECA/7155/DA	Kyravgena Etoloakarnanias
618	ECA/7170/DA	Aghion Vlassion Etoloakarnanias
619	ECA/7173/DA	Houni Etoloakarnanias
620	ECA/7191/DA	Trifos Etoloakarnanias
621	ECA/7158/DA	Hrisovergi Etoloakarnanias
622	ECA/7179/DA	Kehrinia Etoloakarnanias
623	ECA/7185/DA	Skerton Etoloakarnanias
624	ECA/7152/DA	Ano Prostova Etoloakarnanias
625	ECA/7176/DA	Empeson Etoloakarnanias
626	ECA/7161/DA	Aghion Elian Etoloakarnanias
627	ECA/7182/DA	Sparton Etoloakarnanias
628	ECA/7188/DA	Malaisiada Etoloakarnanias
629	ECA/4547/DA	Ano Hristovitsa Etoloakarnanias
630	ECA/4544/DA	Kaloudion Etoloakarnanias
631	ECA/4550/DA	K. Hrysovitsa Etoloakarnanias
632	ECA/4556/DA	Drymonan Etoloakarnanias
633	ECA/4562/DA	Platyporon Etoloakarnanias
634	ECA/4538/DA	Vassiliki Etoloakarnanias
635	ECA/4577/DA	Perdikaki Etoloakarnanias
636	ECA/4574/DA	Voustrion Etoloakarnanias
637	ECA/4571/DA	Vareteda Etoloakarnanias
638	ECA/4565/DA	Halkiopouli Etoloakarnanias
639	ECA/4541/DA	Paleopyrgos Etoloakarnanias
640	ECA/4553/DA	Katoprostova Etoloakarnanias
641	ECA/4559/DA	Astopatra Etoloakarnanias
642	ECA/4568/DA	Loutron Etoloakarnanias
643	ECA/7197/DA	Lepiana Artas
644	ECA/7194/DA	Annanda Artas
645	ECA/7203/DA	Tetrakonnon Artas
646	ECA/7200/DA	Milianon Artas
647	ECA/5953/DA	Graikikon Artas
648	ECA/5956/DA	Pyges Artas
649	ECA/5959/DA	Skoulikaria Artas
650	ECA/7057/DA	Ersmion Xanthis
651	ECA/6961/DA	Gizela Xanthis
652	ECA/6997/DA	Tholon Dramas
653	ECA/7003/DA	Mikromilia Dramas
654	ECA/6991/DA	Mikroklissoura Dramas
655	ECA/7000/DA	Dratsista Dramas
656	ECA/6994/DA	Katafiton Dramas
657	ECA/7063/DA	Prasinada Dramas
658	ECA/7066/DA	Makryplagion Dramas
659	ECA/7060/DA	Vathylakon Dramas
660	ECA/7049/DA	Skalotis Dramas
661	ECA/7836/DA	Koukourava Larissis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
662	ECA/6964/DA	Achladia Dramas
663	ECA/6967/DA	Panonerion Dramas
664	ECA/6979/DA	Eksohin Dramas
665	ECA/6982/DA	Krynin Dramas
666	ECA/6986/DA	Paranestron Dramas
667	ECA/6988/DA	Pigadion (Peristeri) Dramas
668	ECA/6874/DA	L. Kalapotion Dramas
669	ECA/6880/DA	Sidironeron Dramas
670	ECA/6877/DA	Kato Vrondous Dramas
671	ECA/6886/DA	Perivlepton Dramas
672	ECA/6883/DA	Sternan Dramas
673	ECA/7009/DA	Aigeron Dramas
674	ECA/6976/DA	Leukonion Dramas
675	ECA/7400/DA	Odigitria Serron
676	ECA/7430/DA	Rodopoulos Serron
677	ECA/7436/DA	Kapnofiton Serron
678	ECA/7439/DA	Promahonas Serron
679	ECA/7427/DA	Katanoutan Serron
680	ECA/7424/DA	Nikoklima Serron
681	ECA/7433/DA	Anatoli Serron
682	ECA/7421/DA	Aidonohorion Serron
683	ECA/7403/DA	Theodorobon Serron
684	ECA/7394/DA	Amfipolin Serron
685	ECA/7397/DA	Monastirakion Serron
686	ECA/7406/DA	Schistolithon Serron
687	ECA/7409/DA	Lithotopon Serron
688	ECA/7454/DA	Stavrodromion Serron
689	ECA/7448/DA	Dafni Serron
690	ECA/7451/DA	Sitohorion Serron
691	ECA/7457/DA	Fillyran Serron
692	ECA/7460/DA	Karydohorion Serron
693	ECA/7463/DA	Agistron Serron
694	ECA/6973/DA	Karyofiton Xanthis
695	ECA/4265/DA	Sivistan Evrytanias
696	ECA/4268/DA	Neohorion Fthiotidos
697	ECA/4271/DA	Dafni Fthiotidos
698	ECA/7442/DA	Mandilion Serron
699	ECA/7412/DA	Ano Vrondon Serron
700	ECA/7469/DA	Hionohorion Serron
701	ECA/7466/DA	Anastassian Serron
702	ECA/7415/DA	Sfelinon Serron
703	ECA/7418/DA	Skopia Serron
704	ECA/7472/DA	Kato Oreini Serron
705	ECA/7475/DA	Ksirotopon Serron

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
706	ECA/7445/DA	Agriani Serron
707	ECA/5962/DA	Devriziana Ioanninon
708	ECA/7206/DA	Geurgany Ioanninon
709	ECA/7209/DA	Kamarina Prevezis
710	ECA/7224/DA	Skiada Prevezis
711	ECA/7212/DA	Kryopigi Prevezis
712	ECA/7218/DA	Stavrohori Prevezis
713	ECA/7215/DA	Avrousias Prevezis
714	ECA/7221/DA	Polystafylon Prevezis
715	ECA/5977/DA	Evgiron Lefkados
716	ECA/5974/DA	Athanion Lefkados
717	ECA/5971/DA	Kalamitsi Lefkados
718	ECA/5968/DA	Nikoli Lefkados
719	ECA/5965/DA	Platistoma Lefkados
720	ECA/7236/DA	Kefalovrison Ioanninon
721	ECA/7239/DA	Melissopetra Ioanninon
722	ECA/7230/DA	Aghia Marina Ioanninon
723	ECA/7233/DA	Kouklion Ioanninon
724	ECA/7242/DA	Fourka Ioanninon
725	ECA/7227/DA	Dolon Ioanninon
726	ECA/7245/DA	Hinka Ioanninon
727	ECA/7248/DA	Milia Ioanninon
728	ECA/7077/DA	Plakoti Thesprotias
729	ECA/7074/DA	Margariti Thesprotias
730	ECA/5992/DA	Tsamanda Thesprotias
731	ECA/5989/DA	Giromerion Thesprotias
732	ECA/5986/DA	Safiada Thesprotias
733	ECA/5983/DA	Siderion Thesprotias
734	ECA/5980/DA	Gardikion Thesprotias
735	ECA/7080/DA	Glikis Thesprotias
736	ECA/7083/DA	Dragani Thesprotias
737	ECA/7086/DA	N. Selian Thesprotias
738	ECA/7608/DA	Aspra Spitia Elias
739	ECA/7617/DA	Minthy Elias
740	ECA/7641/DA	Oreini Elias
741	ECA/7614/DA	Platiani Elias
742	ECA/7611/DA	Saha Elias
743	ECA/7560/DA	Goumeron Elias
744	ECA/7551/DA	Adronia Elias
745	ECA/7554/DA	Nemoutan Elias
746	ECA/7557/DA	Simopoulon Elias
747	ECA/7605/DA	Kastron Elias
748	ECA/7544/DA	Petralona Elias
749	ECA/7647/DA	Kalidona Elias

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
750	ECA/7563/DA	Ampelokipi Ahaias
751	ECA/7602/DA	Sandamerion Ahaias
752	ECA/7548/DA	Prostovitsi Ahaias
753	ECA/7650/DA	Lykouria Ahaias
754	ECA/7653/DA	Aroania Ahaias
755	ECA/7572/DA	Petsiakon Ahaias
756	ECA/7569/DA	Pagrati Ahaias
757	ECA/7566/DA	Ano Lousia Ahaias
758	ECA/7623/DA	Filia Ahaias
759	ECA/7620/DA	Dafni Ahaias
760	ECA/7104/DA	Trikorfon Etoloakarnanias
761	ECA/7095/DA	Dafnia Etoloakarnanias
762	ECA/7107/DA	Gavrolini Etoloakarnanias
763	ECA/7107/DA	Mesaritsa Etoloakarnanias
764	ECA/7113/DA	Homori Etoloakarnanias
765	ECA/7116/DA	Molyrion Etoloakarnanias
766	ECA/7110/DA	Mylia Etoloakarnanias
767	ECA/7098/DA	Lithovounion Etolokkarnanias
768	ECA/7089/DA	Stanon Etoloakarnanias
769	ECA/7092/DA	Drymo Etoloakarnanias
770	ECA/5950/DA	Kataraki Artas
771	ECA/7269/DA	Kristados Ioanninon
772	ECA/7284/DA	Vasiliko Ioanninon
773	ECA/7251/DA	Tsepelovon Ioanninon
774	ECA/7254/DA	Megades Ioanninon
775	ECA/7272/DA	Ampelohorion Ioanninon
776	ECA/7260/DA	Pentolakos Ioanninon
777	ECA/7281/DA	Pramata Ioanninon
778	ECA7275/DA	Matsouki Ioanninon
779	ECA/7278/DA	Kalarites Ioanninon
780	ECA/7266/DA	Houliarades Ioanninon
781	ECA/7257/DA	Toskesi Ioanninon
782	ECA/7263/DA	Serviana Ioanninon
783	ECA/7695/DA	Kalyvia Korinthias
784	ECA/7629/DA	Kefalari Korynthias
785	ECA/7632/DA	Lafka Korynthias
786	ECA/7635/DA	Mosia Korynthias
787	ECA/7638/DA	Mati Korynthias
788	ECA/7626/DA	Agelokastron Korynthias
789	ECA/7698/DA	Zarouhlan Ahaias
790	ECA/7665/DA	Dyrahion Arkadias
791	ECA/7662/DA	Rahes Arkadias
792	ECA/7659/DA	Harandran Arkadias
793/	ECA/7656/DA	Syrna Arkadias

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
794	ECA/7581/DA	Mygdalia Arkadias
795	ECA/7575/DA	Servon Arkadias
796	ECA/7578/DA	Aghion Vassianon
797	ECA/8099/DA	Ormenion Evrou
798	ECA/7668/DA	Vasta Arkadias
799	ECA/7584/DA	Skortinon Arkadias
800	ECA/7671/DA	Vasilitsion Messynias (Pylias)
801	ECA/7587/DA	Kalithea Messynias (Pylias)
802	ECA/7590/DA	Mavrommati Messynias (Pylias)
803	ECA/7674/DA	Aeton Messynias
804	ECA/7593/DA	Vromovryson Messynias
805	ECA/7677/DA	Sidirokastron Messynias
806	ECA/7737/DA	Agriano Lakonias
807	ECA/7701/DA	Kalliany Korinthias
808	ECA/7704/DA	Asprokampo Korinthias
809	ECA/7707/DA	Psari Korinthias
810	ECA/7710/DA	Skotini Argolidos
811	ECA/7713/DA	Alea Argolidos
812	ECA/7716/DA	Shinohorion Argolidos
813	ECA/7719/DA	Mydea Argolidos
814	ECA/7722/DA	Kefalovrison Argolidos
815	ECA/7725/DA	Malandrenion Argolidos
816	ECA/7728/DA	Gymnon Argolidos
817	ECA/7596/DA	Hristianous Messynias
818	ECA/7599/DA	Ampeliona Messynias
819	ECA/7731/DA	Balan Messynias
820	ECA/7734/DA	Artemissia Messynias
821	ECA/7119/DA	Varypatades Kerkyras
822	ECA/7122/DA	Ksanthates Kerkyras
823	ECA/7125/DA	Malakous Kerkyras
824	ECA/7128/DA	Horepiskopon Kerkyras
825	ECA/7131/DA	Makrades Kerkyras
826	ECA/7134/DA	Gardelades Kerkyras
827	ECA/7137/DA	Vitalades Kerkyras
828	ECA/7140/DA	Hlomotina Kerkyras
829	ECA/7740/DA	Skoutarion Lakonias
830	ECA/7743/DA	Sidirokastron Lakonias
831	ECA/7746/DA	Alephhorion Lakonias
832	ECA/7680/DA	Agelona Lakonias
833	ECA/7683/DA	Pandanassan Lakonias
834	ECA/7764/DA	Thrapsini Karditsis
835	ECA/7851/DA	Pedina Karditsis
836	ECA/7767/DA	Pappa Karditsis
837	ECA/7854/DA	Vathylakas Karditsis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
838	ECA/7770/DA	Lamperon Karditsis
839	ECA/7848/DA	Ellinokastron Karditsis
840	ECA/7773/DA	Vlassion Karditsis
841	ECA/7860/DA	Oksia Karditsis
842	ECA/7776/DA	Leonditon Karditsis
843	ECA/7883/DA	Argithea Karditsis
844	ECA/7779/DA	Moumbouriana Karditsis
845	ECA/7782/DA	Stefaniada Karditsis
846	ECA/7866/DA	Trizolon Karditsis
847	ECA/7785/DA	Argyrion Karditsis
848	ECA/7788/DA	Vragiannon Karditsis
849	ECA/7889/DA	Petroton Karditsis
850	ECA/7872/DA	Kalyhorion Karditsis
851	ECA/7791/DA	Petrilon Karditsis
852	ECA/7875/DA	Ellinika Karditsis
853	ECA/7878/DA	Anthiron Karditsis
854	ECA/7881/DA	Golgovitsa Karditsis
855	ECA/7888/DA	Karyan Argolidos
856	ECA/7818/DA	Gorgogyri Trikalon
857	ECA/7812/DA	Hrysomila Trikalon
858	ECA/7809/DA	Mavreli Trikalon
859	ECA/7806/DA	Flampouressi Trikalon
860	ECA/7803/DA	Agnatia Trikalon
861	ECA/7800/DA	Kakoplevri Trikalon
862	ECA/7815/DA	Aydona Trikalon
863	ECA/7896/DA	Ampelohorion Trikalon
864	ECA/7959/DA	Asproklissia Trikalon
865	ECA/7821/DA	Vlahava Trikalon
866	ECA/7902/DA	Kalomyra Trikalon
867	ECA/7899/DA	Katafyton Trikalon
868	ECA/7893/DA	Malakassi Trikalon
869	ECA/7824/DA	Sarandaporon Larissis
870	ECA/7827/DA	Krania Larissis
871	ECA/7911/DA	Tsapournia Larissis
872	ECA/7830/DA	Skytin Larissis
873	ECA/7965/DA	Kallipefki Larissis
874	ECA/7968/DA	Palaiokastron Larissis
875	ECA/7917/DA	Gianota Larissis
876	ECA/7971/DA	Karyan Larissis
877	ECA/7974/DA	Kryovrissis Larissis
878	ECA/7977/DA	Kokkinoplon Larissis
879	ECA/7833/DA	Elafon Larissis
880	ECA/7929/DA	Anatolis Larissis

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
881	ECA/7839/DA	Kiopekli Larissis
882	ECA/7842/DA	Eretria Larissis
883	ECA/7905/DA	Diaselon Trikalon
884	ECA/7982/DA	Agrilias Trikalon
885	ECA/7908/DA	Ellinokastron Trikalon
886	ECA/7887/DA	Klinovon Trikalon
887	ECA/7890/DA	Kastania Trikalon
888	ECA/7884/DA	Katafigion Karditsis
889	ECA/7914/DA	M. Eleftherohori Larissis
890	ECA/7926/DA	Skythron Larissis
891	ECA/7920/DA	Loufron Larissis
892	ECA/7857/DA	Mastrogianny Karditsis
893	ECA/8021/DA	Aigani Karditsis
894	ECA/8007/DA	Anthotopon Magnissias
895	ECA/8010/DA	Kokoton Magnissia
896	ECA/8013/DA	Perivlepton Magnissias
897	ECA/8015/DA	Pourion Magnissias
898	ECA/8017/DA	Kerassia Magnissias
899	ECA/8019/DA	Kisson Magnissias
900	ECA/7923/DA	Verdikousia Larissis
901	ECA/7932/DA	Spilia Larissis
902	ECA/7980/DA	Pylaki Magnissias
903	ECA/7983/DA	Kofous Magnissias
904	ECA/7988/DA	M. Perivolaki Magnissias
905	ECA/7989/DA	Vrynena Magnissias
906	ECA/7992/DA	Aghios Ioannis Magnissias
907	ECA/7995/DA	Makryrahi Magnissias
908	ECA/7998/DA	Veneton Magnissias
909	ECA/8001/DA	Amavra Magnissias
910	ECA/7889/DA	Tourkolenna Arkadias
911	ECA/7752/DA	Mari Arkadias
912	ECA/7692/DA	Rihean Lakonias
913	ECA/7749/DA	Harakan Lakonias
914	ECA/7755/DA	Milea Messinias
915	ECA/8025/DA	Skopia Larissis
916	ECA/8392/DA	Mistegnon Mytilinis
917	ECA/7758/DA	Ellynopyrgon Karditsis
918	ECA/7845/DA	Aghios Akakios Karditsis
919	ECA/7761/DA	Zeretsi Karditsis
920	ECA/7935/DA	Stournareika Trikalon
921	ECA/7794/DA	Pyra Trikalon
922	ECA/7938/DA	Leivadohorion Trikalon
923	ECA/7941/DA	Mesohora Trikalon
924	ECA/7797/DA	Paliokaria Trikalon

LORENZ RADIOS (continued)

ITEM No.	PROPERTY No.	L O C A T I O N
925	ECA/7944/DA	Pahtouri Trikalon
926	ECA/7947/DA	Armatolikon Trikalon
927	ECA/7950/DA	Neraida Trikalon
928	ECA/7953/DA	Myrofillon Trikalon
929	ECA/7956/DA	Kothony Trikalon

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PART II. R.T.A. RADIOS
(each with speakers and other associated equipment)

ITEM No.	PROPERTY No.	LOCATION
1	ECA/3220/DA	Limnis Evoies
2	ECA/3184/DA	Eleftheroupolis Kavalla
3	ECA/3176/DA	Itea Fokidos
4	ECA/3165/DA	Amintheon Florinis
5	ECA/3219/DA	Kastella Evoias
6	ECA/3175/DA	Akrata Achaias
7	ECA/3218/DA	Getrslia Messinias
8	ECA/3133/DA	Ferrai Evrou
9	ECA/3238/DA(with converter)	Alexandrouplis
10	ECA/3180/DA(with converter)	Desfinis Fokidos
11	ECA/3161/DA	Grevena Kozanis
12	ECA/3125/DA	Kardamila Chios
13	ECA/3122/DA	Karpenission Evritanias
14	ECA/3119/DA	Tirintha Argolidos
15	ECA/3131/DA	Amigdaleón Kavalas
16	ECA/3142/DA	Vrondadon Hiou
17	ECA/3239/DA	Evros Soufli
18	ECA/3198/DA	Kalavrita Achaias
19	ECA/3167/DA	Gida Imatia
20	ECA/3191/DA	Tsopylion Kozanis
21	ECA/3128/DA	Ipatis Fthiotidos
22	ECA/3199/DA	Lousikon Achaias
23	ECA/3149/DA	Robion Evoias
24	ECA/3217/DA	Irakleias Serron
25	ECA/3234/DA	Ag.Ardianou Argolidos
26	ECA/3229/DA(with converter)	Kilkis Goumenissis
27	ECA/3116/DA	Brainikon Achaias
28	ECA/3182/DA	Kastelion Hanion
29	ECA/3233/DA(with converter)	Nigritis Serron
30	ECA/3174/DA	Kopanakion Messinias
31	ECA/3228/DA	Neon Kondanion Halkidikis
32	ECA/3214/DA	Halivon Hanion
33	ECA/ 3118/DA	Erythrai Attaka
34	ECA/3132/DA	Rethimnis Rathimnou
35	ECA/3141/DA	Chios Chiou
36	ECA/3227/DA(with converter)	Argos Orestikon Kastorias
37	ECA/3196/DA	Koutsopodi Argolis
38	ECA/3201/DA	Xirokambi Lakonies
39	ECA/3205/DA	Ptolemais Kozanis
40	ECA/3157/DA	Chrisson Fokidos
41	ECA/3163/DA	Florina Florina
42	ECA/3226/DA(with converter)	Kyparissia Messinias
43	ECA/3164/DA	Verroies Imathias
44	ECA/3183/DA	Amfiklias Fthiotidos

R.T.A. RADIOS (continued)

ITEM No.	PROPERTY No.	LOCATION
45	ECA/3236/DA(with converter)	Ardeas Pellis
46	ECA/3193/DA	Politika Evoias
47	ECA/3188/DA	Domokon Fthiotidos
48	ECA/3225/DA	Dimitsana Arkadias
49	ECA/3189/DA	Neapoleos Kozanis
50	ECA/3240/DA(with generator)	Kosma Arkadias
51	ECA/3113/DA	Arneas Halkidikis
52	ECA/3198/DA	Katerine Pierias
53	ECA/3207/DA(with converter)	Fymatioupolis Salonika
54	ECA/3197/DA	Thourias Messinias
55	ECA/3150/DA	Chryssa Xanthi
56	ECA/3165/DA	Chryssoupoleos Kavallas
57	ECA/3210/DA	Zakinthou Zakinthou
58	ECA/3206/DA	Psahnou Evoias
59	ECA/3234/DA	Xanthis Xanthis
60	ECA/3156/DA	Kariston, Evoias
61	ECA/3194/DA	Polydroson Fokidos
62	ECA/3246/DA(with converter)	Galaxidion Fokidos
63	ECA/3235/DA	Velvedon Kozanis
64	ECA/3155/DA	Amfissis Fokidos
65	ECA/3159/DA	Mantoudi Evoias
66	ECA/3212/DA(with converter)	Prosotsanis Dramas
67	ECA/3209/DA(" ")	Nea Epidavros Argolidos
68	ECA/3140/DA	Neniton Chios
69	ECA/3224/DA	Agion Petron Arkadias
70	ECA/3135/DA	Sperchies Fthiotidos
71	ECA/3186/DA	Neapoleos Lasithion Kritis
72	ECA/3134/DA	Moulki Viotias
73	ECA/3166/DA	Naoussa Imathias
74	ECA/3162/DA	Kastoria
75	ECA/3158/DA	Delfon Fokidos
76	ECA/3213/DA	Kimis Evoias
77	ECA/3177/DA	Makrakomis Fthiotidos
78	ECA/3200/DA	Tolos Argolidos
79	ECA/3154/DA	Monemvasias Lakonias
80	ECA/3190/DA(with converter)	Arkaki Evoias
81	ECA/3179/DA " "	Arahovis Viotias

# # #

A G R E E M E N T

BETWEEN
THE GOVERNMENT
OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF GREECE
CONCERNING COMMUNITY RADIOS

SCHEDULE C'

Σ Υ Μ Φ Ω Ν Ι Α

ΜΕΤΑΞΥ
ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ
ΚΑΙ
ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΚΥΒΕΡΝΗΣΕΩΣ
ΠΕΡΙ ΤΩΝ ΚΟΙΝΟΤΙΚΩΝ ΡΑΔΙΟΦΩΝΩΝ

ΠΡΟΣΑΡΤΗΜΑ Γ'

68086 O - 56 Pt. II - 42

PART 1: GASOLINE DRIVEN GENERATORS AND RELATED SPARE PARTS.

(a) 8 complete generator units.

(b) Open boxes containing:

Carburators and parts for fuel systems;

Cylinders, crankshafts, bearings and related parts;

Parts for electrical systems including magnetos, spark plugs, condensors, volt meters, brushes, etc.;

Gaskets, couplers, washers, seals, nuts, bolts, etc.;

Tools, including screwdrivers, pliers, cutters, socket wrenches, files, keys, etc.

(c) Parts requiring repair, including:

55 engines (individually boxed);

103 incomplete generator units;

250 rotors.

(d) Complete cases marked as follows:

5 cases marked "SRE 146";

4 cases marked "No. 144";

8 cases marked "GR-54-3-CC-1-1".

PART II: PARTS FOR RADIOS

(a) Lorenz Radios.

Open boxes containing:

Approximately 1,000 resistors of varied types;

Approximately 1,500 condensors of varied types;

Approximately 1,000 tubes of varied types;

Miscellaneous parts, including:

Fuses, pilot lights, dial cords, microphones, switches, interior speaker horns, transformers, knobs;

18 new exterior speaker horns;

45 used exterior speaker horns;

50 microphone stands (shafts and bases);

Assorted lengths of wire on reels.

(b) RTA Radios.

Open boxes containing:

Approximately 100 tubes of varied types;

Miscellaneous parts, including:

Condensors, switches, dials, dial wire, transformers;

10 new exterior speakers;

5 used exterior speakers.

(c) Complete cases of radio parts marked as follows:

4 cases marked "AMAG 484";

3 cases marked "AMAG 2013";

6 cases marked "186";

8 cases marked "CL 3399";

15 cases marked "JAS 105".

TIAS 3051
May 4 and 13, 1954

SPECIAL ECONOMIC ASSISTANCE

Agreement between the
UNITED STATES OF AMERICA
and JORDAN

- Effected by Exchange of Notes
  Signed at Amman May 4 and 13, 1954
- Entered into force May 13, 1954

The American Ambassador to the Jordan Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Amman, May 4, 1954.

No. 172

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning assistance by my Government, designed to promote the economic development of Jordan. My Government is prepared, in accordance with the following understanding, both to continue furnishing assistance to Jordan provided for by the Point IV General Agreement for Technical Cooperation between our two Governments [1] and to provide additional special economic assistance for this purpose.

1. The furnishing of any economic or technical assistance by the Government of the United States to the Government of Jordan under this agreement will be based on requests to be made by the Government of Jordan and approved by the Government of the United States, and will be subject to the terms and conditions prescribed by any applicable United States legislation.

2. In order to provide maximum benefits to the people of Jordan from such assistance, our two Governments will cooperate to assure that such commodities or services as may be furnished under this agreement will be procured at reasonable prices and on reasonable terms, and will be distributed and utilized in Jordan in furtherance of the purposes of this agreement and on terms and conditions acceptable to both Governments.

3. It is understood that the Government of Jordan in consonance with its primary sovereign responsibility for the economic development of Jordan, will assume an effective share of the costs of this joint program as may be mutually arranged between the two Governments, and that the contemplated assistance on the part of the Government of the United States will be designed to supplement rather than to replace the expenditures assumed by the Government of Jordan.

[1] Treaties and Other International Acts Series 2233; 2 UST 812. See also TIAS 2640; 3 UST, pt. 4, p. 4755.

4. The Government of Jordan will furnish to the Government of the United States such information and data as may be requested in order to facilitate consideration of assistance proposals made by the Government of Jordan and evaluation of the effectiveness of assistance furnished, and shall give publicity to these programs of assistance as provided in Article 2 of the Point IV General Agreement for Technical Cooperation.

5. It is understood that this agreement is complementary to and does not supersede any existing agreements between our two Governments.

I have the honor to propose, if these understandings are acceptable to your Government, that this note, including the attached annex, and your Excellency's note concurring therewith constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, the assurances of my highest consideration.

L. D. MALLORY

His Excellency
JAMAL TUQAN,
Minister of Foreign Affairs,
The Hashemite Kingdom of Jordan,
Amman, Jordan.

ANNEX TO ECONOMIC AND TECHNICAL ASSISTANCE AGREEMENT WITH JORDAN

1. The responsibilities of the Government of the United States in Jordan in connection with this program will be carried out by designated representatives (including contract personnel engaged in activities under this agreement) who will be accorded privileges and immunities specified in Article 4 of the Point IV General Agreement for Technical Cooperation between the two Governments of February 27, 1951. The Government of Jordan will further give full cooperation to such representatives, including the provision of facilities necessary for observation and survey of operations pursuant to this agreement and the use of assistance furnished under it.

2. (a) The two Governments will enter into discussions concerning the effective share of the program to be assumed by the Government of Jordan pursuant to Paragraph 3 of this Agreement and the methods by which this undertaking will be carried out including, as may be appropriate, the direct expenditures or contributions to be made by the Government of Jordan for program operations and for administrative and related expenses of the joint program.

(b) Should it be subsequently determined by the Government of the United States to provide commodities or services on a grant basis for sale in Jordan the Government of Jordan will, without prejudice to additional arrangements under subparagraph (a) above, establish a special account, and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. Such account shall be drawn upon to cover local currency requirements of the United States Government for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States will from time to time notify the Government of Jordan of such local currency requirements and the Government of Jordan will thereupon make such sums available from the special account in the manner requested by the Government of the United States in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this Agreement as may be agreed to from time to time by the two Governments.

3. The Government of Jordan will so deposit, segregate or assume title to all funds allocated to or derived from any program involving

the use of contributions by the Government of the United States that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any firm, agency, corporation, organization, or government.

The Jordan Minister of Foreign Affairs to the American Ambassador

المملكة الاردنية الهاشمية
وزارة الخارجية
عمان

الرقم ٢٩١/٢/١٦/٢
التاريخ ١٣/٥/١٩٥٤

يا صاحب السعادة ،

لي الشرف ان اشير الى المخابرات المنتهية بكتابكم المؤرخ في ٤ مايس ١٩٥٤ في موضوع العون الاقتصادي الاضافي الاميركي للاردن . وان اعلمكم ان الحكومة الاردنية قررت قبول هذا العون بموجب الشروط والبيانات الواردة في كتابكم وملحقه والمذكرة التفسيرية التي شرحت ما دار في اخر مقابلة بينكم وبين سلفي .

وتفضلوا يا صاحب السعادة بقبول فائق الاحترام .

وزير الخارجية

صاحب السعادة المستر ليستر مالوري
السفير فوق العادة والمفوض الاميركي
السفارة الاميركية
عمان

Translation

THE HASHEMITE KINGDOM OF JORDAN
MINISTRY OF FOREIGN AFFAIRS

AMMAN
No. 68/2/16/2/391 *Date: May 13, 1954*

EXCELLENCY:

I have the honor to refer to the final communications in your note dated May 4, 1954, on the subject of additional American economic aid to Jordan. I inform you that the Jordan Government has decided to accept this aid according to the terms and particulars stated in your note, in the supplement thereto, and in the explanatory note which described what took place at the final meeting between you and my predecessor.

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

JAMAL TUQAN
Minister of Foreign Affairs

His Excellency
LESTER MALLORY,
American Ambassador Extraordinary and Plenipotentiary,
American Embassy,
Amman.

EMERGENCY FLOOD RELIEF ASSISTANCE

TIAS 3052
Aug. 23, 1954

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

- Effected by Exchange of Notes
  Signed at Washington August 23, 1954
- Entered into force August 23, 1954

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON
August 23, 1954

EXCELLENCY:

I have the honor to refer to your Government's request for emergency assistance in connection with the present flood disaster in East Pakistan. I am pleased to inform your Excellency that my Government is prepared to make available for this purpose certain personnel, medical equipment and supplies and agricultural and other supplies, subject to the understandings set out below, and to defray the costs of overseas transportation of such supplies to Pakistan.

1. Such supplies as may be furnished directly to the Government of Pakistan under this agreement will be used exclusively to meet famine or other urgent relief requirements of the people of East Pakistan affected by the present floods. The Government of Pakistan will distribute such supplies among such people of East Pakistan without discrimination, and will provide such supplies free of cost to persons who, by virtue of circumstances beyond their control, are unable to pay for them. Supplies not required for such free distribution may be sold to eligible persons or organizations in such manner and at such prices as may be agreed between the two Governments.

2. The Government of Pakistan will establish in its own name a Special Account (referred to below as the "Special Account") in the State Bank of Pakistan, and will promptly deposit in this account amounts of local currency equivalent to any sums accruing to the Government of Pakistan and to the States or Provinces of Pakistan from the sale of any supplies supplied under this Agreement, or otherwise accruing to the Government of Pakistan and the States or Provinces of Pakistan as a result of the import of such supplies. The Government of Pakistan may at any time make advance deposits in the Special Account, and shall ensure that the deposits required under this paragraph are made in such amounts and at such times as may be necessary, and, in any event, not later than thirty days after the accrual of any sums referred to in the preceding sentence.

3. The Government of Pakistan will upon request allocate to the use of the Government of the United States such amounts in the Special Account as the latter Government may require for its expenses in Pakistan, including its administrative expenses in connection with any assistance supplied by the Government of the United States to the Government of Pakistan under this or any other Agreement.

4. Any remaining balances in the Special Account will, as may be agreed upon by the Government of Pakistan and the Government of the United States, be drawn on for expenditures for the benefit of the people of East Pakistan affected by the recent floods. Any sums remaining in the Special Account after the satisfaction of these requirements and those set out in paragraph 3 above will be used as may be agreed between the two Governments for the economic development of Pakistan or as may otherwise be agreed.

5. The Government of Pakistan will provide such information as may be necessary to carry out the provisions of this Agreement, including statements on the use of assistance received hereunder and other relevant information which the Government of the United States of America may need to determine the nature and scope of its operations under this Agreement and to evaluate the effectiveness of assistance furnished or contemplated.

6. The Government of Pakistan will receive persons designated by the Government of the United States of America to discharge the responsibilities of the Government of the United States of America under this Agreement and will permit such persons to observe without restriction the distribution in Pakistan of supplies made available hereunder, and will provide facilities necessary for observation and review of the carrying out of this Agreement and the use of assistance furnished under it. Upon appropriate notification from the Government of the United States of America, the Government of Pakistan will accord such persons and accompanying members of their families, except as may otherwise be mutually agreed, the privileges and immunities specified in paragraphs 4 and 5 of the 1954 Supplementary Program Agreement for Technical Cooperation and Economic Assistance between our two Governments, signed at Karachi on December 28, 1953.[1]

7. The Government of Pakistan will give full and continuous publicity in Pakistan to the objectives and progress of the operations under this Agreement, including information to the people of Pakistan that this assistance is evidence of the friendship of the people of the United States of America for them, and will make public full state-

[1] Treaties and Other International Acts Series 2889; 4 UST, pt. 2, p. 2805.

ments of operations hereunder, including information as to the use of assistance received.

8. It is understood that the furnishing of any assistance under this Agreement will necessarily be subject to the terms and conditions of any applicable United States legislation. Such assistance, including the delivery of any commodities scheduled and not yet delivered, may be terminated in whole or in part if either Government determines that because of changed conditions continuation of assistance is unnecessary or undesirable.

9. The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, and will conclude such additional arrangements as may be necessary to carry out the purposes of this Agreement.

I have the honor to propose that, if these understandings are acceptable to the Government of Pakistan, this note and your Excellency's note in reply concurring therewith constitute an Agreement between our two Governments, the said Agreement to enter into force on the date of your Excellency's reply and to remain in force until the two Governments agree to terminate it.

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

For the Secretary of State:
HENRY A. BYROADE

The Honorable
SYED AMJAD ALI,
Ambassador of Pakistan.

The Pakistani Ambassador to the Secretary of State

EMBASSY OF PAKISTAN
2201 R STREET, N. W.
WASHINGTON, D. C.

AMBASSADOR OF PAKISTAN

SIR,

I have the honour to acknowledge your Note of August 23, 1954, setting out the understandings between the Government of the United States of America and the Government of Pakistan with respect to emergency flood relief assistance for East Pakistan by the Government of the United States of America in response to the Government of Pakistan's request.

The Government of Pakistan wishes to extend its sincere appreciation to the American people for their help in alleviating the present flood disaster conditions in East Pakistan, and confirms the under-

standings as outlined in the above-mentioned Note in regard to certain personnel, medical equipment and supplies, and agricultural and other supplies which may be made available by the Government of the United States of America.

It is the understanding of the Government of Pakistan that this Note in reply to the Note of The Honourable The Secretary of State, dated August 23, 1954, shall constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of this Note.

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

[SEAL]

S. AMJAD ALI
(Syed Amjad Ali)

23rd August, 1954.

The Honourable
JOHN FOSTER DULLES,
The Secretary of State,
Washington, D. C.

TIAS 3053
June 30, 1952,
and Aug. 17,
1954

SAINT LAWRENCE SEAWAY

Agreements between the
UNITED STATES OF AMERICA
and CANADA

- Effected by Exchange of Notes
  Signed at Ottawa August 17, 1954
- Entered into force August 17, 1954

and

- Exchange of Notes
  Signed at Washington June 30, 1952
- Entered into force June 30, 1952

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. X-214

OTTAWA, *August 17, 1954.*

SIR:

1. I have the honour to refer to the Exchange of Notes of June 30, 1952, [1] between the Canadian Ambassador in Washington and the Acting Secretary of State of the United States, in which it was agreed that the Canadian Government would, when all arrangements had been made to ensure the completion of the power phase of the St. Lawrence Project, construct locks and canals on the Canadian side of the International Boundary to provide for uninterrupted 27-foot navigation between Lake Erie and the Port of Montreal.

2. With the cooperation of the Government of the United States, arrangements were made to ensure the completion of the power phase of the Project by the Power Authority of the State of New York and the Hydro-Electric Power Commission of Ontario. In the meantime, the Congress of the United States enacted and the President approved on May 13, 1954, Public Law 358 [2] which created the Saint Lawrence Seaway Development Corporation and authorized and directed it to construct 27-foot navigation works on the United States side of the international section of the St. Lawrence River.

3. At the request of the United States Government, representatives of our two governments held meetings in July and August of this year to discuss the need for modification of the Notes exchanged on June 30, 1952, in the light of Public Law 358. Although the Canadian Government is ready and willing to complete the works necessary for 27-foot navigation in the St. Lawrence Seaway on Canadian territory, it understands the desire of the United States to participate in the Seaway Project by constructing certain navigation works on United States territory. Accordingly the Canadian Government is prepared to modify the arrangements set forth in the Notes of June 30, 1952, to the extent that the Canadian Government will be relieved of the

[1] *Post*, p. 1788.
[2] 68 Stat. 92.

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obligation towards the United States Government to provide forthwith the navigation works in the general vicinity of Barnhart Island on Canadian territory and in the Thousand Islands section.

4. (a) The Canadian Government wishes to state, however, that it will construct forthwith a canal and lock at Iroquois and that in addition it intends, if and when it considers that parallel facilities are required to accommodate existing or potential traffic, to complete 27-foot navigation works on the Canadian side of the International Rapids Section.

(b) Before undertaking these latter works in the general vicinity of Barnhart Island, the Canadian Government agrees to consult the United States Government and understands that, should the United States Government intend to build on United States territory in the International Rapids Section navigation works in addition to those provided for in Public Law 358, it would similarly consult the Canadian Government.

5. The Canadian Government reserves the right to decide whether and in what manner it will continue 14-foot navigation works through the International Rapids Section but agrees to consult the United States Government on the question of levying tolls in connection with such works.

6. (a) It is recognized that it is of great importance to Canada and the United States that the St. Lawrence Seaway be used to the maximum extent required by the needs of commerce. It is understood therefore that both Governments will use their best endeavours to avoid placing unreasonable restrictions on the transit of passengers, shipping or trade in the international section of the St. Lawrence Seaway.

(b) It is further agreed that each Government will consult the other before it enacts any new law or promulgates any new regulation, applicable in the respective national parts of the international section of the St. Lawrence River, which might affect Canadian or United States shipping, or shipping of third-country registry proceeding to or from Canada or the United States respectively.

(c) Similarly, with respect to any laws or regulations now in force in either country which affect the shipping interests of the other country in the international section of the St. Lawrence River, the Government affected may request consultation concerning such laws or regulations and the other Government shall accede to requests for consultation.

(d) The foregoing undertakings are in addition to the treaty obligations now in force between Canada and the United States affecting shipping in the St. Lawrence River and canals, particularly Article I of the Boundary Waters Treaty of 1909. [1]

7. I should be glad to receive your confirmation that the United States Government agrees with the modification of the Notes of June 30, 1952, proposed in paragraph 3 and with the reciprocal undertakings set forth in paragraphs 4 (b) and 6 of this Note.

8. The Canadian Government looks forward to the fruitful development of this great Seaway Project in constructive and harmonious cooperation with the United States and is confident that this joint enterprise will add to the strength and prosperity of our two countries.

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

L B PEARSON
Secretary of State
for External Affairs.

DON C. BLISS, Esq.,
Chargé d'Affaires, a. i.,
Embassy of the United States of America,
Ottawa.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

UNITED STATES EMBASSY
Ottawa, August 17, 1954

No. 38

SIR:

I have the honor to acknowledge the receipt of your Note No. X–214 of August 17, 1954 in which you inform me that the Canadian Government agrees to certain modifications in the arrangements set forth in the Notes of our Governments of June 30, 1952, in the light of the changed circumstances with respect to the St. Lawrence Seaway Project brought about by the enactment by the Congress of the United States of Public Law 358, approved by the President on May 13, 1954.

The United States Government has called the attention of the Canadian Government to the provisions of Public Law 358 authorizing and directing the St. Lawrence Seaway Development Corporation to construct certain canals and locks on the United States side of the International Rapids Section of the St. Lawrence River as its part of the St. Lawrence Seaway Project. As the Canadian Government has

[1] Treaty Series 548; 36 Stat. 2448.

been informed, it is the intention of the United States Government to participate in the St. Lawrence Seaway Project by constructing these navigational facilities.

The United States Government agrees with the requirements of consultation between the two Governments set forth in paragraphs 4 (b) and 6 and agrees to relieve Canada of its obligation of June 30, 1952 as referred to in paragraph 3 of your Note No. X–214 of August 17, 1954.

My Government notes the declarations contained in your Note as to the intentions of the Canadian Government with respect to other matters relating to the St. Lawrence Seaway Project.

The United States Government wholeheartedly shares the view expressed by the Government of Canada concerning the benefits to be anticipated from this joint enterprise and welcomes this new opportunity for constructive and harmonious cooperation between our two countries.

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

DON C. BLISS
Don C. Bliss
Chargé d'Affaires ad interim

The Honorable
LESTER B. PEARSON,
Secretary of State for External Affairs,
Ottawa.

The Canadian Ambassador to the Acting Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D. C.,
June 30, 1952.

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SIR,

I have the honour to refer to our exchange of notes of January 11, 1952, relating to the St. Lawrence Seaway and Power Project. In my note to you, I informed you that the Canadian Government is prepared to proceed with the construction of the seaway as soon as appropriate arrangements can be made for the construction of the power phase of the project as well.

I have been instructed by my Government to inform you that, when all arrangements have been made to ensure the completion of the power phase of the St. Lawrence project, the Canadian Government will construct locks and canals on the Canadian side of the International Boundary to provide for deep-water navigation to the stand-

ard specified in the proposed agreement between Canada and the United States for the development of navigation and power in the Great Lakes-St. Lawrence Basin, signed March 19, 1941, [1] and in accordance with the specifications of the Joint Board of Engineers, dated November 16, 1926, and that such deep-water navigation shall be provided as nearly as possible concurrently with the completion of the power phase of the St. Lawrence project.

The undertaking of the Government of Canada with respect to these deep-water navigation facilities is based on the assumption that it will not be possible in the immediate future to obtain Congressional approval of the Great Lakes-St. Lawrence Basin Agreement of 1941. As it has been determined that power can be developed economically, without the seaway, in the International Rapids Section of the St. Lawrence River and as there has been clear evidence that entities in both Canada and the United States are prepared to develop power on such a basis, the Canadian Government has, with Parliamentary approval, committed itself to provide and maintain whatever additional works may be required to allow uninterrupted 27-foot navigation between Lake Erie and the Port of Montreal, subject to satisfactory arrangements being made to ensure the development of power.

Canada's undertaking to provide the seaway is predicated on the construction and maintenance by suitable entities in Canada and the United States of a sound power project in the International Rapids Section. The features of such a power project are described in section 8 of the applications to be submitted to the International Joint Commission by the Governments of Canada and of the United States. They are also described in the Agreement of December 3, 1951, between the Government of Canada and the Government of Ontario, forming part of the International Rapids Power Development Act, Chapter 13 of the Statutes of Canada, 1951, (Second Session), a copy of which is attached hereto.[1] The Canadian Government wishes to make it clear that, even were the seaway not to be constructed, Canada would not give its approval to any power development scheme in the International Rapids Section of the St. Lawrence River which omitted any of the features so described.

However, in order to ensure that construction of both the power project and the deep waterway may be commenced without any further delay and notwithstanding –

(a) that the power-developing entities would be required, if power were to be developed alone, to provide for continuance of 14-foot navigation (such provision was indeed made in the 1948 applications by the Province of Ontario and the State of New York), and that the Canadian Government's commitment to

[1] Not printed.

provide concurrently a deep waterway between Lake Erie and the Port of Montreal does not alter the basic principle that any entity developing power in boundary waters must make adequate provision for the maintenance of existing navigation facilities, and

(b) that, in view of the clear priority given to navigation over power by Article VIII of the 1909 Boundary Waters Treaty, provision of channeling to the extent specified in the Annex to the 1951 Canada-Ontario Agreement referred to above is reasonable and in conformity with Canadian practice,

the Canadian Government is now prepared to agree –

(a) that the amount to be paid to Canada, as specified in the Agreement of December 3, 1951, between Canada and Ontario, in lieu of the construction by the power-developing entities of facilities required for the continuance of 14-foot navigation, be excluded from the total cost of the power project to be divided between the Canadian and United States power-developing entities, in consideration of the fact that actual replacement of 14-foot navigation facilities will be rendered unnecessary by reason of the concurrent construction of the deep waterway in Canada, and

(b) that the Authority to be established pursuant to the provisions of the St. Lawrence Seaway Authority Act, Chapter 24 of the Statutes of Canada, 1951 (Second Session), contribute $15 million towards the cost of the channel enlargement which the power-developing entities must undertake in the St. Lawrence River, as set out in paragraph 4 of the Annex to the Canada-Ontario Agreement of December 3, 1951, and in section 8 of the applications to the International Joint Commission, in consideration of the benefits which will accrue to navigation from such channel enlargement.

I understand that your Government approves the arrangements outlined in this note and that it is further agreed, subject to the modifications outlined in the preceding paragraph, that the Government of Canada and the Government of the United States will request the International Joint Commission to allocate equally between the two power-developing entities the cost of all the features described in section 8 of the applications to the International Joint Commission and in the Agreement of December 3, 1951, between Canada and Ontario.

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

H. H. WRONG

The Honourable DAVID BRUCE,
Acting Secretary of State
of the United States,
Washington, D. C.

The Acting Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 30 1952

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of June 30, 1952, in which you inform me that your Government, when all arrangements have been made to ensure the completion of the power phase of the St. Lawrence project, will construct locks and canals on the Canadian side of the International Boundary to provide deep-water navigation to the standard specified in the proposed agreement between the United States and Canada for the development of navigation and power in the Great Lakes–St. Lawrence Basin, signed March 19, 1941, and in accordance with the specifications of the Joint Board of Engineers, dated November 16, 1926, and that such deep-water navigation shall be provided as nearly as possible concurrently with the completion of the power phase of the St. Lawrence Project.

My Government approves the arrangements set forth in your note and, subject to the modifications there proposed and outlined below, agrees to request the International Joint Commission to allocate equally between the power-developing entities the cost of all the features described in Section 8 of the applications to the International Joint Commission and in the Agreement of December 3, 1951, between the Governments of Canada and Ontario.

These modifications are:

(a) the amount to be paid to Canada, as specified by the Agreement of December 3, 1951, between Canada and Ontario, in lieu of the construction by the power-developing entities of facilities required for the continuance of 14-foot navigation, be excluded from the total cost of the power project to be divided between the Canadian and United States power-developing entities, in consideration of the fact that actual replacement of 14-foot navigation facilities will be rendered unnecessary by reason of the concurrent construction of the deep waterway in Canada, and

(b) that the Authority to be established pursuant to the provisions of the St. Lawrence Seaway Authority Act, chapter 24 of the Statutes of Canada, 1951 (Second Session), contribute $15 million toward the cost of channel enlargement which the power developing entities must undertake in the St. Lawrence River, as set out in Section 8 of the applications to the International Joint Commission and in paragraph 4 of the Annex to the Canada-Ontario Agreement of December 3, 1951, in consideration of the benefits which will accrue to navigation from such channel enlargement.

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

DAVID BRUCE
Acting Secretary

His Excellency
The Honorable
HUME WRONG,
Ambassador of Canada.

MEXICAN AGRICULTURAL WORKERS

TIAS 3054
Aug. 6, 1954

Agreement between the
UNITED STATES OF AMERICA
and MEXICO

Amending Agreement of August 11, 1951,
as Amended

- **Effected by Exchange of Notes**
  Signed at México August 6, 1954
- **Entered into force August 6, 1954**

The American Ambassador to the Mexican Secretary for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F., August 6, 1954

No. 103

EXCELLENCY:

I have the honor to refer to the Recommendations made on May 29, 1954 by the Joint Migratory Labor Commission which was established by our Governments through exchange of notes nos. 817 and 20015-3 of March 10, 1954. [1]

You will recall that, pursuant to authority conferred by the exchange of notes cited, the Joint Commission's recommendations of May 29, 1954 dealt with (I) Interpretations agreed upon in April, 1953 but with respect of which no final action had been taken; (II) extension of contracts under Article 26 of the Migrant Labor Agreement of 1951, [2] as Amended; [3] (III) the enforcement procedure under Article 30 of that Agreement; (IV) the formula proposed by the Embassy of the United States for computing subsistence allowance for workers; (V) proposed changes in the maintenance of records under Article 19 of the Standard Work Contract; and the corresponding amendment of the Standard Work Contract necessitated by its recommendations.

My Government has examined the Joint Migratory Labor Commission's recommendations on features of the Agreement and Contract mentioned in the preceding paragraph of this note. I have accordingly been authorized to record its acceptance of the recommendations as well as to undertake an exchange of notes with you which will bring those recommendations into effect.

To that end I take pleasure in specifying herein my Government's understanding of the Joint Commission's recommendations, mutual acceptance of which by both our Governments is to be accomplished by my present note and your anticipated note in reply, as follows:

(1) That the Joint Interpretations referred to in Item (C) (I) of the exchange of notes dated March 10, 1954 herein cited be couched in the following terms:

[1] Treaties and Other International Acts Series 2932; *ante* pt. 1, p. 379.
[2] TIAS 2331; 2 UST 1981.
[3] TIAS 2531 and 2586; 3 UST, pt. 3, pp. 3958, 4341.

MIGRANT LABOR AGREEMENT OF 1951, AS AMENDED

Article 1

Definitions

"Under the provisions of Article 1 (b) (2) of the Migrant Labor Agreement of 1951, as Amended, an association who contracts Mexican workers may assign such workers only to individual user-members of the association and not to other associations, whether or not such other associations are members of the contracting association.

"There is no authority under this Article to contract or assign a Mexican worker to any individual, processor, marketer, or shipper for the cultivation or harvesting of any crop which is not owned or which has not been contracted for by such individual, processor, marketer, or shipper at the time the work is performed by the worker.

"Under no circumstances is a worker to be used by anyone as an inducement to, or to coerce any farmer to transact any business with him.

"For the purposes of this Agreement, an association who contracts Mexican workers is the employer of such workers and is primarily liable for the failure of any individual user-member of such association to meet his obligations under the Migrant Labor Agreement or the Work Contract. An association may, within the Mexican worker's contract period, assign him to any eligible individual user-member of the association for such periods as the association deems appropriate or desirable.

"In the case of employment of a worker by an association, the three-fourths guarantee of employment provided for in Article 10 of the Work Contract applies to the total period of the Work Contract and all of its extensions and not to the length of employment with any individual user-member, whether or not the worker has been withdrawn by the association from the individual user-member because of such individual user-member's violation of the Work Contract."

Article 21

Representatives of Mexican Workers

"This Article is designed to assure that Mexican workers are permitted to elect, by a majority vote, a representative or representatives for the sole purpose of presenting to their employers

only those complaints arising out of the failure of the employer to comply with the Migrant Labor Agreement of 1951, as Amended, or the Work Contract.

"The elected representatives may be an individual or individuals from the workers' own numbers, or from any legitimate and bona fide labor organization and the employer must recognize such representatives as spokesmen for the workers. This interpretation does not in any way deprive the worker of the right to be represented in any case by a Mexican Consul.

"A worker may personally or through the elected representative present his claim to the employer and the employer is, under Article 21, required to deal with either the worker individually or the elected representative on complaints arising out of the Work Contract.

"If, however, an individual worker desires to have his complaint presented by a personal representative other than one elected by the majority of the workers pursuant to Article 21, the employer is required to recognize such a representative only to the extent that such recognition is required by Federal or State Law."

Article 30

Enforcement Procedure

"The provision in Article 30 e) for forwarding compliance cases 'together with all available evidence' to Washington for a joint determination by the Representative of the Mexican Government and the Secretary of Labor because of the inability of the Mexican Consul and the Representative of the Secretary of Labor to reach a joint determination in such case, contemplates that both the Employer and the Mexican Worker be afforded an opportunity to present such additional arguments and evidence as they desire to be considered in connection with the review made at Washington.

"The same day that the case is referred to Washington, the employer shall be advised by the Regional Representative of the Secretary of Labor and the worker by the appropriate Mexican Consul General of the action taken with respect to the case.

"The worker and the employer may, within 5 days of such notification, submit such additional arguments and evidence to Washington for consideration in connection with the final determination to be made in the case.

"No appeal is permitted as a matter of right from the joint determination made at Washington."

Article 33

Consular Authority to Represent the Workers

"Article 33 is construed to mean that all sums due a Mexican worker whose address cannot be ascertained, whether such amounts were earned prior or subsequent to May 19, 1952, shall be paid to the appropriate Mexican Consul by a cashier's check, a certified check, a money order or such other form of negotiable instrument as may be satisfactory to the Mexican Government, drawn in favor of both the Worker and the *Secretaría de Relaciones Exteriores de México*, (Ministry of Foreign Relations of Mexico) precisely in the following manner:

"'(_____) or Secretaría de Relaciones
Name of Mexican Worker Exteriores de México.'

"The check shall be drawn as indicated in favor of both names.

"Uncashed checks previously issued in some other form should, if returned by the Mexican Government, be redrawn in accordance with this Interpretation.

"The employer and the United States Government are relieved of all responsibility for the claims covered by such payment as soon as the check is delivered to the Mexican Consul."

STANDARD WORK CONTRACT, AS AMENDED

Article 3—Occupational Risks

"Article 3 of the Standard Work Contract as Amended, does not require an employer to provide coverage for Mexican workers under a state workmen's compensation law where the state workmen's compensation law does not require or prohibits coverage of agricultural workers under that law. In the absence of coverage under state workmen's compensation law, however, an employer as a condition to contracting, extending contracts of, or recontracting Mexican workers, is required to obtain an insurance policy containing as a minimum the schedule of benefits specified in Article 3.

"While an employer is not required under Article 3 to obtain insurance policies containing benefits greater than those specified in that Article, the liability of the employer is not by virtue of Article 3 limited to the schedule of benefits contained therein.

"A worker may, consistent with the provisions of Article 3, assert his common law right to seek damages for personal injuries or diseases in excess of the amounts guaranteed in said Article."

Article 4—Payment of Wages

"Under the provisions of Article 4 of the Standard Work Contract, as Amended, the Mexican worker is, during the first 48 hours of work, guaranteed wages at a minimum of $2.00 for any day on which he works eight hours. If during the first 48 hours of work, he works in excess of eight hours in any one day, in addition to the $2.00 minimum guarantee, he is guaranteed compensation for such additional hours computed at the same rate as the compensation for the first eight hours in such work day. All hours worked in excess of eight hours per day will be counted in computing the 48 hours during which the minimum guarantee of wages provided for in this Article applies."

Article 5—Tools and Equipment

"So-called 'twistems' (tying wires) used by Mexiccan workers in carrot-tying operations are supplies required to perform the duties assigned to them, within the meaning of this Article, and as such must be furnished to workers so employed without cost to them."

Article 6—Deductions

"There is no authority to make any deductions from the wages of Mexican workers except as expressly authorized by the provisions of this Article. Since this Article contains no express provisions for deductions from the wages of workers for the cost of any tools, supplies, or equipment required to perform the duties assigned to them, deductions for 'twistems' (tying wires) furnished for use in carrot-tying are prohibited, except in accordance with paragraph (f) thereof."

(2) That with respect to Item (C) (II) of the exchange of notes dated March 10, 1954 under reference, the provision of the Agreement relating to extension of contracts be jointly interpreted as follows:

MIGRANT LABOR AGREEMENT OF 1951, AS AMENDED

Article 26

Extension of Contracts

"Article 26 of the Migrant Labor Agreement of 1951, as Amended, is construed to mean that the number of Mexican workers employed by each employer who may remain in the United States for a period over and above 12 months but not to exceed 18 months, shall be not more than 10% of the greatest number of workers employed by the

same employer on any one day of the calendar year immediately preceding the calendar year in which the contracts of such workers who have completed 12 months' employment are extended."

(3) That pursuant to Item (C) (III) of the exchange of notes of March 10, 1954 cited, joint interpretation of the Enforcement Procedure provision of the Agreement be stated in the following text:

MIGRANT LABOR AGREEMENT OF 1951, AS AMENDED

Article 30

Enforcement Procedure

"To facilitate investigations and determinations made under Article 30 of the Agreement it is understood that when a Mexican Consul or an employer is apprising the representative of the Secretary of Labor of a complaint on the basis of which a preliminary investigation will be made by the representative of the Secretary of Labor, the Mexican Consul or the employer, as the case may be, shall state the nature of the complaint in sufficient detail to enable the representative of the Secretary of Labor to know in what specific respects the Agreement or the Work Contract is alleged to have been violated by either one. If the Mexican Consul disagrees with the conclusions reached by the representative of the Secretary of Labor on the basis of the preliminary investigation and requests a joint investigation, the Mexican Consul shall specify the basis of his disagreement.

"The Agreement at present permits an employer to appeal from the joint determination of the representative of the Secretary of Labor and the Mexican Consul and requires maintenance of the *status quo* in so far as possible during the pendency of the appeal. In order to afford all due protection to the Mexican worker, it is agreed that whenever the representative of the Secretary of Labor and the Mexican Consul jointly determine that to maintain the *status quo* would imperil the health or life of the worker they may terminate the work contract."

(4) That with respect to Item (C) (IV) of the exchange of notes dated March 10, 1954 previously cited herein, in order to provide a more equitable basis both for the worker and for the employer upon which employers will be required either to furnish or to pay for subsistence for the worker, the first sentence of the last paragraph of Article 10 of the Work Contract be deleted and the following substituted therefor:

"Subsistence shall be furnished to the worker at no cost to him whenever he is not afforded the opportunity to work 64 hours or more in each two-week period. Where the employment offered in any such two-week period is less than 64 hours, the employer, with respect to each two-week period, shall furnish the worker one day's subsistence for each 8 hours or fraction thereof that the employment offered is less than 64 hours. No more than 8 hours per day shall be counted in computing the number of hours necessary to satisfy the requirements of this Article."

(5) Referring to Item (C) (V) of the exchange of notes of March 10, 1954 to which reference has been made, relating to the maintenance of records, that to provide consistency with the Amendment in Article 10 of the Work Contract, Article 19 of the Work Contract be amended as follows:

Delete the second sentence of the first paragraph and substitute the following therefor:

"Such records shall include, but shall not be limited to, information showing the number of hours worked each day, the rate of pay, the amount of work performed each day when piece work is performed and the periods for which the worker is entitled to receive subsistence."

Delete the second sentence of paragraph two and substitute the following:

"Such information shall include, but shall not be limited to, the total earnings for the pay period, the rate of pay, hours worked, periods for which subsistence was paid and an itemization of all deductions."

(6) That, as called for in the last sentence of Item (C) of the exchange of notes nos. 817 and 20015-3 of March 10, 1954, appropriate amendment of the Work Contract indicated in the Joint Migratory Labor Commission's recommendations dated May 29, 1954 be accomplished.

You will observe that the language of the first paragraph of the Joint Migratory Labor Commission's recommendations relating to Article 3 of the Standard Work Contract has been changed, though without affecting the meaning intended for it by the Joint Commission. My Government's change was necessitated by the involuntary implication carried in the Commission's text, to the effect that violation of State laws was being required.

It is my hope that your reply will indicate your Government's similar acceptance of the Joint Migratory Labor Commission's recommendations as they are here repeated; and that such acceptance will specifically apply also to the sole language change to which attention is drawn in the foregoing paragraph.

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

FRANCIS WHITE

His Excellency
Señor Licenciado LUIS PADILLA NERVO,
Secretary for Foreign Relations,
México, D. F.

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The Mexican Secretary for Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

México, D. F., a 6 de agosto de 1954.

20079

Excelencia:

Tengo el honor de acusar recibo a Vuestra Excelencia de su nota número 103 de esta misma fecha, que textualmente dice:

"Tengo el honor de referirme a las Recomendaciones de 29 de mayo de 1954 formuladas por la Comisión Conjunta sobre Trabajadores Migratorios, establecida por nuestros Gobiernos por medio del intercambio de las notas números 817 y 20015-3 de 10 de marzo de 1954.

Las citadas Recomendaciones de 29 de mayo de 1954 que la Comisión Conjunta presentó usando de las facultades que le fueron conferidas por las notas a que me refiero, como usted recordará trataron: (I) de las Interpretaciones propuestas conjuntamente en abril de 1953, respecto de las cuales no se ha promovido aún ninguna acción final; (II) de las prórrogas de contratos con arreglo al Artículo 26 del Acuerdo sobre Trabajadores Migratorios de 1951, con sus reformas; (III) del procedimiento para hacer

cumplir el Acuerdo y el Contrato de Trabajo, que establece el Artículo 30 del propio Acuerdo; (IV) la fórmula propuesta por la Embajada de los Estados Unidos de América para computar la cuota de subsistencia de los trabajadores; (V) los cambios propuestos sobre los registros que deben llevarse conforme a la Cláusula 19 del Contrato Tipo de Trabajo; y la correspondiente reforma a dicho Contrato derivada de las mismas Recomendaciones.

Mi Gobierno ha examinado las Recomendaciones de la Comisión Conjunta sobre Trabajadores Migratorios sobre los puntos del Acuerdo y del Contrato que se mencionan en el párrafo que antecede. Como resultado, he sido autorizado para hacer constar su aceptación de tales recomendaciones y asimismo para promover un intercambio de notas que pongan en vigor las repetidas recomendaciones.

Para tal efecto me es grato exponer aquí el criterio de mi Gobierno sobre las Recomendaciones de la Comisión Conjunta y su disposición para que sean aceptadas mutuamente por ambos Gobiernos por medio de la presente nota y la respuesta que se sirva darle como sigue:

(1) Que las interpretaciones conjuntas a que aluden los párrafos (C) (I) de las notas cambiadas el 10 de marzo de 1954, que arriba se citan, sean aprobadas en los siguientes términos:

ACUERDO INTERNACIONAL SOBRE TRABAJADORES MIGRATORIOS DE 1951, REFORMADO

Artículo 1

Definiciones

De acuerdo con lo dispuesto en el Artículo I inciso (b) (2) del Acuerdo sobre Trabajadores Migratorios de 1951, Reformado, una asociación que contrate Trabajadores Mexicanos, puede asignarlos solamente a los miembros individuales de la propia asociación y no a otras asociaciones, sean o no estas últimas miembros de la asociación contratante.

El citado Artículo no autoriza a ningún individuo, beneficiador, comerciante o embarcador, para contratar o emplear un trabajador en el cultivo o levantamiento de una cosecha, si ésta no le pertenece en propiedad o por contrato directo, en el momento en que el trabajador le preste sus servicios.

En ningunas circunstancias se permitirá que un trabajador sea usado como incentivo o medio de coacción para que algún agricultor se decida a efectuar un negocio con él.

Para los efectos de este Acuerdo, una asociación que contrata Trabajadores Mexicanos es el patrón de dichos trabajadores y el principal responsable de la falta de cumplimiento de las obligaciones de cualquier individuo empleador miembro de la Asociación, conforme a los términos del Acuerdo sobre Trabajadores

Migratorios y el Contrato de Trabajo. Una asociación puede, dentro del período de vigencia del Contrato del Trabajador Mexicano, asignarlo a cualquier miembro empleador autorizado de la asociación por el tiempo que dicha asociación lo estime apropiado o conveniente.

En el caso de empleo de un trabajador por una asociación, la garantía de las tres cuartas partes de trabajo estipulada en la cláusula 10 del Contrato de Trabajo, se aplica al período total del Contrato de Trabajo y todas sus prórrogas y no al tiempo que lo ocupe cualquier miembro empleador individual de la asociación, aún cuando el trabajador haya sido retirado por la asociación, de cualquier empleador miembro individual de la misma, porque éste haya violado el Contrato de Trabajo.

Artículo 21

Representantes de los Trabajadores Mexicanos

La finalidad de este Artículo es garantizar a los Trabajadores Mexicanos que se les permitirá elegir, por mayoría de votos, un representante o representantes, con el único objeto de presentar ante sus patrones solamente las reclamaciones que se originen por la falta de cumplimiento, de parte de dichos patrones, del Acuerdo sobre Trabajadores Migratorios de 1951, Reformado, o del Contrato de Trabajo.

Los representantes electos pueden ser una o varias personas de entre los mismos trabajadores o cualquiera organización

de trabajadores legítima y de buena fe, debiendo aceptar el patrón a dichos representantes como voceros de los trabajadores. Esta interpretación no priva en modo alguno a los trabajadores del derecho de ser representados en cualquier caso por un Cónsul de México.

El trabajador individualmente, o por medio de su representante electo, puede presentar al patrón sus reclamaciones y éste está obligado, de conformidad con el Artículo 21, a tratar con el trabajador personalmente, o con el representante electo, sobre las reclamaciones que se originen del Contrato de Trabajo.

Sin embargo, si un trabajador individual desea presentar su reclamación por medio de un representante personal, diverso del electo por la mayoría de los trabajadores conforme al Artículo 21, el patrón debe reconocer a dicho representante, solamente en los términos en que tal reconocimiento sea obligatorio según las Leyes Federales o del Estado respectivo.

Artículo 30

Procedimiento para hacer cumplir el Acuerdo

y el Contrato de Trabajo

La disposición del Artículo 30 e) del Acuerdo, relativa al envío a Washington de los expedientes de quejas "juntamente con todas las pruebas disponibles", para una resolución conjunta por los representantes del Gobierno de México y del Secretario del Trabajo,

por no haberse puesto de acuerdo el Cónsul de México y el representante local de dicho Secretario en el caso de que se trate, da a entender que tanto el Patrón como el Trabajador Mexicano tendrán la oportunidad de presentar los alegatos y pruebas adicionales que crean convenientes, para que se tengan en cuenta en la revisión que se haga en Washington.

El mismo día que el caso sea turnado para su revisión en Washington, deberán ser notificados del trámite, el Patrón por el Representante Regional del Secretario del Trabajo y el trabajador por el correspondiente Cónsul General de México.

El trabajador y el patrón podrán presentar en Washington, dentro de los cinco días siguientes a la notificación, los alegatos y pruebas adicionales para que sean tomados en consideración en la resolución definitiva que se dicte en el caso.

No se concede apelación como cuestión de derecho contra la resolución conjunta que se dicte en Washington.

Artículo 33

Autoridad de los funcionarios consulares para representar a los trabajadores

Se interpreta el Artículo 33 en el sentido de que las sumas de dinero que se adeuden a un Trabajador Mexicano cuyo domicilio no pueda ser precisado, ya se trate de cantidades devengadas antes o después del 19 de mayo de 1952, deberán pagarse

al Cónsul de México correspondiente por medio de un cheque de cajero, un cheque certificado, una orden de pago o algún otro documento negociable, que sea aceptable para el Gobierno de México, y que esté expedido, tanto a favor del trabajador como de la Secretaría de Relaciones Exteriores de México, precisamente en la siguiente forma:

"(_____)" o Secretaría de Relaciones Exteriores de México".
Nombre del trabajador mexicano

Como se indica, el cheque debe ser expedido con los dos nombres.

Los cheques no pagados que anteriormente hubieran sido expedidos en forma distinta, si son devueltos por el Gobierno de México, deberán ser reexpedidos en la forma que indica esta Interpretación.

Tanto el patrón como el Gobierno de los Estados Unidos quedan relevados de toda responsabilidad por cuanto a las reclamaciones cubiertas por dicho pago, desde el momento en que el cheque sea entregado al Cónsul de México.

CONTRATO TIPO DE TRABAJO, REFORMADO

Cláusula 3 - Riesgos profesionales

"La Cláusula 3 del Contrato Tipo de Trabajo, Reformado, no requiere que un patrón proporcione protección a los Trabajadores

Mexicanos conforme a las Leyes Estatales de compensación a trabajadores, cuando dichas leyes no requieran o prohiban la protección de los trabajadores del campo conforme a las mismas. Sin embargo, a falta de protección bajo las Leyes Estatales de compensación a trabajadores, el Patrón deberá obtener, como condición para contratar, prorrogar contratos de, o recontratar Trabajadores Mexicanos, una póliza de seguros que contenga, como mínimo, los beneficios anotados en la Cláusula 3".

Si bien un patrón no está obligado, conforme a la citada cláusula 3 a), a obtener pólizas de seguros que cubran mayores beneficios de los especificados en el mismo precepto, la responsabilidad del patrón no está limitada, por virtud de la repetida cláusula, a la lista de beneficios que la misma contiene.

En los términos de las disposiciones de la cláusula 3 a), el trabajador puede ejercitar sus derechos derivados de las leyes del orden común, para demandar daños y perjuicios por concepto de accidente o enfermedad, además de las cantidades garantizadas en dicha cláusula.

Cláusula 4 - Pago de salarios

Conforme a lo estipulado en la Cláusula 4 del Contrato Tipo de Trabajo, Reformado, el Trabajador Mexicano tiene garantizados salarios por un mínimo de Dls. 2.OO por un día en que trabaje ocho horas durante las primeras 48 horas de empleo. Si durante las primeras 48 horas trabaja más de ocho horas en un día,

tiene garantizada, además del mínimo de Dls. 2.00, una compensación por las horas adicionales, calculadas en la misma escala que la compensación de las primeras ocho horas de tal día de trabajo. Las horas que trabaje en exceso de ocho horas por día, serán contadas para el cómputo de 48 horas durante las cuales se aplica la garantía mínima de salarios a que se refiere esta cláusula.

Cláusula 5 - Herramientas y útiles de trabajo

El alambre para engavillar ("twistems") que utilicen los Trabajadores Mexicanos para atar manojos de zanahoria son útiles necesarios para llevar a cabo las labores que se les encomienden; por lo que, de conformidad con lo dispuesto en esta cláusula, deben ser proporcionados estos materiales a dichos trabajadores, sin costo alguno para ellos.

Cláusula 6 - Descuentos

No se harán ningunos descuentos de los salarios de los Trabajadores Mexicanos, con las solas excepciones expresamente autorizadas por las disposiciones de esta cláusula. Puesto que dicha cláusula no contiene disposición expresa para descontar de los salarios de los trabajadores el costo de cualquiera herramienta, aprovisionamiento y equipo necesarios para que ejecuten las labores que se les encomienden, se prohibe hacerles descuentos por concepto de alambre para engavillar ("Twistems") para el atado de manojos de zanahoria, con la salvedad solamente de lo dispuesto en el párrafo f) de esta cláusula.

(2) - Que por lo que toca al punto (C) (II) del citado canje de notas fechadas el 10 de marzo de 1954, la estipulación del Acuerdo relativa a la extensión de los contratos se interpreta conjuntamente como sigue:

ACUERDO SOBRE TRABAJADORES MIGRATORIOS

DE 1951, REFORMADO

Artículo 26

Prórroga de los Contratos

El Artículo 26 del Acuerdo sobre Trabajadores Migratorios de 1951, Reformado, se interpreta en el sentido de que el número de Trabajadores Mexicanos empleados por cada patrón que pueden permanecer en los Estados Unidos de América durante un período mayor dc 12 meses, pero que no pase de 18, no excederá de 10% del número máximo de trabajadores empleados por el mismo patrón en cualquier día del año de calendario inmediatamente anterior al año, también de calendario, en que se prorroguen los contratos de dichos trabajadores que hubieren completado 12 meses de empleo.

(3) - Que de conformidad con el punto (C) (III) del canje de notas del 10 de marzo de 1954, la interpretación conjunta del procedimiento para hacer cumplir el Acuerdo, se formule en la siguiente forma:

ACUERDO SOBRE TRABAJADORES MIGRATORIOS

DE 1951, REFORMADO

Artículo 30

Procedimiento para hacer cumplir el Acuerdo

y el Contrato de Trabajo

Para facilitar las investigaciones y resoluciones que se dicten conforme al Artículo 30 del Acuerdo, se conviene en que cuando el Cónsul de México o un patrón notifiquen al Representante del Secretario del Trabajo una queja con respecto a la cual habrá de practicarse una investigación preliminar por el referido Representante, el Cónsul de México o el Patrón, según fuere el caso, expresarán la naturaleza de la queja con suficiente detalle para que dicho Representante pueda saber en qué forma concreta el Acuerdo o el Contrato de Trabajo se dice que ha sido violado por cualquiera de las partes. Si el Cónsul de México está en desacuerdo con las conclusiones a que hubiere llegado el Representante del Secretario del Trabajo con respecto a la investigación preliminar y pide una investigación conjunta, el propio Cónsul especificará los motivos de su desacuerdo.

El Acuerdo actualmente permite al patrón apelar de la resolución conjunta dictada por el Representante del Secretario del Trabajo y el Cónsul de México y requiere que se mantenga el status quo en todo lo posible durante la secuela de la apelación. Para asegurar toda la debida protección al Trabajador Mexicano, se conviene en que siempre que el Representante del Secretario

del Trabajo y el Cónsul de México resuelvan conjuntamente que el mantenimiento del status quo pondría en peligro la salud o la vida del trabajador, pueden dar por terminado el Contrato de Trabajo.

(4) - Que en cumplimiento del punto (C) (IV) del canje de notas efectuado el 10 de marzo de 1954, a efecto de proveer bases más equitativas tanto para el patrón como para el trabajador, conforme a las cuales los patrones estarán obligados, ya sea a proporcionar o a pagar el importe de la subsistencia al trabajador, la primera frase del último párrafo de la cláusula 10 del Contrato de Trabajo se suprima y se substituya por la siguiente:

"Se proporcionará subsistencia al trabajador sin costo alguno para él, siempre que no se le dé la oportunidad de trabajar 64 horas o más en cada período de dos semanas. Cuando el empleo que se le ofrezca en cualquier período de dos semanas sea menor de 64 horas, el patrón proporcionará al trabajador, con respecto a cada período de dos semanas, subsistencia correspondiente a un día por cada 8 horas o fracción que el empleo ofrecido sea menor de 64 horas. No se contarán más de 8 horas por día al computarse el núm ero de horas necesarias para satisfacer los requisitos de esta cláusula".

(5) - Con referencia al punto (C) (V) del canje de notas efectuado el 10 de marzo de 1954, relativo al mantenimiento de

registro, y a fin de que la cláusula 19 concuerde con la enmienda hecha a la cláusula 10 del Contrato de Trabajo, se reforma la cláusula 19 citada en la siguiente forma:

Se suprime la segunda frase del primer párrafo de la cláusula 19 y se substituye por la siguiente:

"Dichos registros comprenderán por lo menos, cuenta y razón del número de horas trabajadas por cada día, las cuotas de salarios, la cantidad de trabajo ejecutado cada día cuando el sistema de trabajo sea a destajo y los período por concepto de los cuales el trabajador tenga derecho a recibir subsistencia".

Se suprime la segunda frase del segundo párrafo de la cláusula 19 y se substituye por la siguiente:

"Tal información deberá incluir, por lo menos, la cantidad total devengada por el trabajador en el período que abarque el pago, el tipo de salario, las horas trabajadas, los períodos por concepto de los cuales se hubiere pagado la subsistencia y un pormenor de todas las deducciones hechas".

(6) - Que tal como se establece en la parte final del punto (C) de las notas números 817 y 20015-3 del 10 de marzo de 1954, se lleven a cabo las reformas al Contrato de Trabajo que se indican en las recomendaciones que anteceden.

Podrá usted notar que el texto del primer párrafo de las Recomendaciones de la Comisión Conjunta sobre Trabajadores Migratorios, que se refieren a la Cláusula 3 del Contrato Tipo de Trabajo, ha sido cambiado, aunque sin alterar el significado que dió a dicho párrafo la Comisión Conjunta. Mi Gobierno considera que este cambio se hacía necesario debido a que el texto de la Comisión contenía una implicación involuntaria de que se requería la existencia de una violación de las Leyes Estatales.

Abrigo la esperanza de que vuestra respuesta indique que el Gobierno de Vuestra Excelencia concuerda en la aceptación de las Recomendaciones de la Comisión Conjunta sobre Trabajadores Migratorios, en la forma que aquí se reproducen, y de que tal aceptación se aplique específicamente también al único cambio de redacción sobre el cual se llama la atención en el párrafo precedente."

En respuesta a vuestra atenta nota arriba transcrita, me es satisfactorio manifestar a Vuestra Excelencia que el Gobierno de México acepta las recomendaciones de la Comisión Mixta sobre Trabajadores Migratorios, suscritas en esta capital el 29 de mayo de 1954 y que la aceptación de mi Gobierno se aplica también, específicamente, al único cambio de redacción que se propone, o sea el relativo al Artículo 3 del Contrato Tipo de Trabajo, en el entendimiento de que tal cambio, como Vuestra Excelencia se sirve señalar, no altera el significado que la Comisión Mixta dió a dicho artículo en su recomendación respectiva.

Me es grato valerme de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

A Su Excelencia el Señor FRANCIS WHITE,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

20079 MÉXICO, D. F., *August 6, 1954.*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 103, dated today, which reads as follows:

[For the English language text of the note, see *ante*, p. 1794.]

In reply to your note transcribed above, I take pleasure in informing Your Excellency that the Government of Mexico accepts the Joint Migratory Labor Commission's recommendations signed in this capital city on May 29, 1954, and that my Government's acceptance also applies, specifically, to the sole language change proposed, namely that relating to Article 3 of the Standard Work Contract, with the understanding that, as Your Excellency is good enough to point out, such change does not affect the meaning given to the said article by the Joint Commission in its pertinent recommendation.

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

L. P N.

His Excellency
FRANCIS WHITE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

VOCATIONAL AND INDUSTRIAL EDUCATION

TIAS 3055
Feb. 18 and
Apr. 5, 1952

Additional Financial Contributions

Agreement between the
UNITED STATES OF AMERICA
and BRAZIL

- **Effected by Exchange of Notes Signed at Rio de Janeiro February 18 and April 5, 1952**
- **Entered into force April 9, 1954; operative retroactively July 1, 1951**

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The American Ambassador to the Brazilian Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
February 18, 1952.

No. 419

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes signed at Rio de Janeiro on October 14, 1950,[1] between our two governments providing for the continuation of the cooperative program of education in Brazil until June 30, 1955, and specifying the contributions to be made by our respective Governments to the Comissão Brasileiro-Americana de Educação Industrial (hereinafter called the "CBAI") for the period ending June 30, 1951.

I am authorized by my Government to propose that the United States of America contribute, through The Institute of Inter-American Affairs of the Technical Cooperation Administration, $115,000.00 (one hundred fifteen thousand dollars), to the CBAI for the period July 1, 1951, through June 30, 1952, on the condition that your Government will contribute Cr$8.000.000,00 (eight million cruzeiros) during the same period. The contributions herein provided are in addition to the contributions to the CBAI which our respective Governments have agreed to make in prior agreements. The contributions herein provided shall be made by the two Governments subject to the terms of the education program agreement, concluded by the Ministry of Education and Health of the Government of Brazil and The Institute of Inter-American Affairs on October 14, 1950.[2] Contributions after June 30, 1952, will be the subject of subsequent arrangements between the appropriate authorities of our two Governments.

In addition to the contributions to the CBAI provided for herein, my Government agrees during the period July 1, 1951, through June 30, 1955, subject to the availability of funds beyond June 30, 1952, to make available, through the Institute of Inter-American Affairs of the Technical Cooperation Administration, the funds necessary to pay the salaries and other expenses of the members of the Field Party of the Institute, as well as such other expenses of an administrative nature as the Government of the United States of America may incur

[1] Treaties and Other International Acts Series 2475; 3 UST, pt. 2, p. 2945.
[2] Not printed.

in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of the CBAI.

I shall appreciate receiving an expression from your Government concerning the acceptability of the foregoing proposal. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of signature of a supplemental agreement by the Minister of Education and Health of Brazil and by a representative of the Institute of Inter-American Affairs [1] and after registration by the Tribunal de Contas of Brazil [2] embodying the above mentioned technical details.

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

HERSCHEL V. JOHNSON

Attachment: Supplemental Provision as approved by the Brazilian Ministry of Education and Health and the Institute of Inter-American Affairs.[3]

His Excellency
Dr. JOÃO NEVES DA FONTOURA
Minister for Foreign Affairs

The Brazilian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.
Em 5 de abril de 1952

DAI/219/542.2(22)

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota nº 419, de 18 de fevereiro último, na qual Vossa Excelência se referiu ao Acôrdo efetuado pro troca de notas, datadas de 14 de outubro de 1950, entre o Govêrno dos Estados Unidos da América e o Govêrno brasileiro, para a prorrogação do programa de cooperação, em matéria de educação industrial e vocacional no Brasil, até 30 de junho de 1955, em cujo texto são discriminadas as contribuições dos respectivos Governos à Comissão Brasileiro-Americana de Educação Industrial (doravante denominada "CBAI"), até 30 de junho de 1951.

2. Comunica Vossa Excelência, na citada nota, que o Govêrno dos Estados Unidos da América, através do "Institute of Inter-American

[1] Not printed.
[2] Apr. 9, 1954.
[3] Not printed. Attachment was in the form of a draft.

Affairs" (doravante denominado "Institute") contribuirá para a CBAI, no período de 1° de julho de 1951 a 30 de junho de 1952, com a quantia de US.$115.000,00 (cento e quinze mil dólares), condicionada à contribuição por parte do Govêrno brasileiro, no mesmo período, de Cr$8.000.000,00 (oito milhões de cruzeiros). As mencionadas quantias constituirão um acréscimo às contribuições à CBAI que os dois Governos fizeram em acordos anteriores.

3. Esclarece ainda Vossa Excelência que as contribuições dos dois Governos, acima especificadas, estarão sujeitas ao programa de educação industrial e vocacional, nos têrmos do Acôrdo Básico, tal qual foi firmado entre o Ministério da Educação e Saúde do Brasil e o "Institute", em 14 de outubro de 1950. As contribuições posteriores a 30 de junho de 1952 serão determinadas em acordos, a serem efetuados entre as autoridades competentes dos dois Governos.

4. Acrescenta finalmente Vossa Excelência que o Govêrno dos Estados Unidos da América fornecerá também, no período de 1° de julho de 1951 a 30 de junho de 1952, por intermédio do "Institute", as quantias necessárias ao pagamento de salários e despesas dos membros do Corpo especializado do "Institute" e ao pagamento de outras despesas de natureza administrativa que o Govêrno dos Estados Unidos da América se veja obrigado a fazer, em conexão com êsse programa. Essas quantias permanecerão na posse do "Institute" e não serão depositadas na conta da CBAI.

5. Em resposta, tenho o prazer de comunicar a Vossa Excelência que o Govêrno brasileiro aceita a proposta da Embaixada dos Estados Unidos da América, nos têrmos acima expressos, devendo esta nota e a nota n° 419, de Vossa Excelência, datada de 18 de fevereiro último, constituir um Acôrdo entre os dois Governos, o qual entrará em vigor na data da assinatura de um têrmo aditivo, pelo Senhor Ministro de Estado da Educação e Saúde e pelo Representante do "Institute", em conformidade com os pormenores técnicos supramencionados, e depois do registro do têrmo aditivo no Tribunal de Contas.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JOÃO N DA FONTOURA

A Sua Excelência o Senhor HERSCHEL V. JOHNSON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

DAI/219/542.2(22) *April 5, 1952*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of note No. 419 of February 18, 1952, in which Your Excellency referred to the agreement concluded by an exchange of notes dated October 14, 1950, between the Government of the United States of America and the Brazilian Government, for the extension of the cooperative program of industrial and vocational education in Brazil until June 30, 1955, in the text of which are specified the contributions of the respective Governments to the Comissão Brasileiro-Americana de Educação Industrial (hereinafter called "CBAI"), until June 30, 1951.

2. Your Excellency states in the aforementioned note that the Government of the United States of America, through the Institute of Inter-American Affairs (hereinafter called the "Institute") will contribute to the CBAI, in the period from July 1, 1951, to June 30, 1952, the sum of $115,000.00 (one hundred and fifteen thousand dollars) contingent upon the contribution by the Brazilian Government, in the same period, of Cr.$8,000,000.00 (eight million cruzeiros). The aforementioned amounts shall constitute an addition to the contributions to the CBAI which the two Governments made in prior agreements.

3. Your Excellency also states that the above-specified contributions of the two Governments shall be subject to the industrial and vocational education program as set forth in the Basic Agreement concluded between the Ministry of Education and Health of Brazil and the Institute on October 14, 1950. Contributions after June 30, 1952, will be specified in agreements to be concluded between the competent authorities of the two Governments.

4. Lastly, Your Excellency adds that the Government of the United States of America will also make available, in the period from July 1, 1951, to June 30, 1952, through the Institute, the funds necessary to pay the salaries and expenses of the members of the Field Party of the Institute, and for the payment of other expenses of an administrative nature which the Government of the United States of America may find itself obliged to incur in connection with that program. These funds shall remain in the possession of the Institute and shall not be deposited to the credit of the CBAI.

5. In reply, I take pleasure in informing Your Excellency that the Brazilian Government accepts the proposal of the Embassy of the

United States of America, as set forth above, and this note and Your Excellency's note No. 419, dated February 18, 1952, shall constitute an agreement between the two Governments which shall enter into force on the date of the signature of a supplemental text by the Minister of State for Education and Health and by the representative of the Institute, in conformity with the technical details mentioned above, and after registration of the supplemental text in the Tribunal de Contas.

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

JOÃO N DA FONTOURA

His Excellency
HERSCHEL V. JOHNSON,
Ambassador of the
United States of America.

TELECOMMUNICATIONS

TIAS 3056
July 22 and
Aug. 17, 1953

Establishment of Radio Range Station

Agreement between the
UNITED STATES OF AMERICA
and LUXEMBOURG

- Effected by Exchange of Notes Signed at Luxembourg July 22 and August 17, 1953
- Entered into force August 17, 1953

The American Chargé d'Affaires ad interim to the Luxembourg Minister of Foreign Affairs and Defense

AMERICAN LEGATION,
Luxembourg, July 22, 1953.

No. 3

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of the Governments of the United States and Luxembourg with respect to the establishment of a radio range station which is essential to the implementation of North Atlantic Treaty Organization plans. As a result of these discussions, the United States Government wishes to express its understandings on the following points:

1. The United States Government is authorized to establish a radio range station near Sandweiler Airport in the vicinity of the village of Mensdorf in accordance with the provisions noted below, and as may be further mutually agreed between the appropriate authorities of the two Governments.
2. The United States Government at its own expense will provide, install and replace, where required, all the necessary electronic equipment, towers and counterpoise screens, as well as an emergency power unit. Title to all these items will remain in the United States, and they will be free of all Luxembourg taxes and duties from which tax relief is provided in the notes exchanged between the two Governments on 13 March 1952, [1] and in such supplementary or implementing procedures as may have been or may be established between the two Governments.
3. The Luxembourg Government will, without cost to the United States, provide the necessary land and utilities, and those phases of construction and installation not included in paragraph two above, such as access roads, building, grading and filling, tower foundations and footings, trenches for cables, fencing and temporary storage for equipment during the construction period. In addition, the Luxembourg Government will, without cost to the United States Government, perform the necessary maintenance and operation of the range station, assure its security, and provide the electric power for its operation.

[1] The notes are dated Mar. 10 and 13, 1952. Treaties and Other International Acts Series 2538; 3 UST, pt. 3, p. 4001.

4. In the event the Luxembourg radio station LXL should be discontinued, the frequency now used at that station will be transferred to the radio range station.
5. United States personnel may enter Luxembourg for purposes of installing, repairing and inspecting the radio range station, as well as to provide technical assistance and liaison in connection with its construction, maintenance and operation. The two Governments will consult together concerning matters that may arise out of the presence of these United States personnel in Luxembourg.

If the understandings of the United States Government on these points are acceptable to the Luxembourg Government, this note and Your Excellency's reply thereto, indicating such acceptance, shall be regarded as constituting the agreement of the two Governments concerning this matter.

Please accept, Excellency, the renewed assurance of my highest consideration.

JOHN B. KETCHAM

John B. Ketcham
Charge d'Affaires, a. i.

His Excellency
JOSEPH BECH,
Minister of Foreign Affairs and Defense,
Luxembourg.

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

MINISTÈRE
DES AFFAIRES ETRANGERES

15.15.34. LUXEMBOURG, *le 17 août 1953*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre note en date du 22 juillet 1953 dont la teneur est comme suit:

"J'ai l'honneur de me référer aux discussions qui ont eu lieu dernièrement entre représentants du Gouvernement des Etats-Unis et représentants du Gouvernement luxembourgeois à propos de l'installation d'un radio phare d'alignement indispensable à la mise en application des plans de l'Organisation du Traité de l'Atlantique Nord. A l'issue de ces discussions le Gouvernement des Etats-Unis tient à exprimer son accord sur les points suivants:

1° Le Gouvernement des Etats-Unis est autorisé à installer un radio phare d'alignement près de l'aéroport de Sandweiler à proximité du village de Mensdorf aux conditions énumérées ci-après et en accord avec les arrangements sur lesquels les autorités compétentes des deux gouvernements pourront s'entendre plus tard.

2° Le Gouvernement des Etats-Unis fournira, installera et remplacera, partout où ce sera nécessaire, à ses propres frais, tout l'équipement électronique requis, les mâts et les écrans pour contrepoids d'antenne, de même qu'un générateur de secours. Les Etats-Unis garderont la propriété de cet équipement qui sera exempt de toutes les taxes et de tous les impôts luxembourgeois dont la franchise a été accordée par l'échange de notes entre les deux gouvernements du 13 mars 1952 et par telles procédures supplémentaires ou de mise en vigueur qui ont été ou pourront être établies entre les deux gouvernements.

3° Le Gouvernement luxembourgeois fournira, sans frais pour les Etats-Unis, le terrain et les services nécessaires, se chargera des parties de la construction et de l'installation qui ne sont pas comprises dans l'article 2 qui précède, tels que les routes d'accès, les bâtiments, le nivellement du terrain, les fondements des mâts et les supports en béton pour les haubans, les fossés pour les câbles, les clôtures et les dépôts temporaires pour l'équipement pendant la période de construction. En outre, le Gouvernement luxembourgeois assurera, sans frais pour le Gouvernement des Etats-Unis, l'entretien que requiert le fonctionnement du radio phare d'alignement, en assurera la sécurité et fournira le courant électrique pour son fonctionnement.

4° Au cas où le radio phare luxembourgeois L X L cesserait de fonctionner, la fréquence employée actuellement par ce radio phare sera transférée au radio phare d'alignement.

5° Le personnel des Etats-Unis aura le droit d'entrer au Luxembourg pour installer, réparer et inspecter le radio phare d'alignement de même que pour fournir l'assistance technique et assurer la liaison à propos de sa construction, de son entretien et de son fonctionnement. Les deux gouvernements se consulteront sur les questions que pourrait soulever la présence au Luxembourg du personnel américiain ci-dessus visé.

Si ces propositions du Gouvernement des Etats-Unis sont acceptables au Gouvernement luxembourgeois, la présente note et la réponse de Votre Excellence indiquant pareille acceptation seront considérées comme constituant un accord entre les deux Gouvernements en cette matière."

J'ai l'honneur de vous confirmer l'accord du Gouvernement luxembourgeois avec le texte de votre note précitée qui, ensemble avec ma réponse d'aujourd'hui pourra en conséquence être considérée comme constituant un accord entre nos deux gouvernements dans cette matière.

Afin que les travaux d'aménagement du terrain puissent être entamés en temps utile, je vous prie d'avoir l'obligeance de m'informer le plus tôt possible sur les dispositions que les techniciens américains entendent prendre en vue de l'installation du radio phare d'alignement.

Je saisis l'occasion, Monsieur le Chargé d'Affaires, pour vous renouveler l'assurance de ma considération la plus distinguée.

P. DUPONG

Pierre Dupong
Ministre des Affaires Etrangères a. i

Monsieur JOHN B. KETCHAM
Chargé d'Affaires a. i.
des Etats-Unis d'Amérique
Luxembourg

Translation

MINISTRY
OF FOREIGN AFFAIRS

15.15.34.

LUXEMBOURG, *August 17, 1953*

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of your note dated July 22, 1953, the text of which is as follows:

[For the English language text of the note, see *ante*, p. 1824.]

I have the honor to confirm to you the agreement of the Luxembourg Government to the text of your note quoted above, which, together with my reply dated today, may therefore be regarded as constituting an agreement between our two Governments on this matter.

In order that the work of preparing the site may be commenced in good time, please be good enough to inform me as soon as possible of the steps which the American technicians intend to take with a view to the establishment of the radio range station.

I avail myself of the occasion, Mr. Chargé d'Affaires, to renew to you the assurance of my most distinguished consideration.

P. DUPONG

Pierre Dupong
Acting Minister of Foreign Affairs

Mr. JOHN B. KETCHAM,
Chargé d'Affaires ad interim
of the United States of America,
Luxembourg.

FRIENDSHIP, COMMERCE AND NAVIGATION

TIAS 3057
Aug. 3 and
Dec. 26, 1951

Treaty between the UNITED STATES OF AMERICA and GREECE

- Signed at Athens August 3, 1951
- Ratification advised by the Senate of the United States of America, with a reservation, July 21, 1953
- Ratified by the President of the United States of America, subject to the said reservation, June 24, 1954
- Ratified by Greece September 10, 1954
- Ratifications exchanged at Athens September 13, 1954
- Proclaimed by the President of the United States of America October 18, 1954
- Entered into force October 13, 1954

and

Exchange of Notes

- Dated at Athens August 3 and December 26, 1951

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of friendship, commerce and navigation between the United States of America and the Kingdom of Greece was signed at Athens on August 3, 1951, the original of which treaty, in the English and Greek languages, is word for word as follows:

ΣΥΝΘΗΚΗ

ΦΙΛΙΑΣ, ΕΜΠΟΡΙΟΥ ΚΑΙ ΝΑΥΤΙΛΙΑΣ

ΜΕΤΑΞΥ

ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

ΚΑΙ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

Αἱ Ἡνωμέναι Πολιτεῖαι τῆς Ἀμερικῆς καί τό Βασίλειον τῆς Ἑλλάδος, ἐπιθυμοῦσαι νά ἐνισχύσουν τούς ἐκ παραδόσεως ὑφισταμένους μεταξύ τῶν δύο Χωρῶν δεσμούς φιλίας καί εἰρήνης καί νά προαγάγουν τήν οἰκονομικήν των ἀνάπτυξιν καί τήν ἐν γένει εὐημερίαν τῶν Λαῶν των καί ἀναγνωρίζουσαι τήν συμβολήν τήν ὁποίαν δύνανται νά προσφέρουν πρός τούς σκοπούς τούτους συμφωνίαι διευκολύνουσαι καί ἐνθαρρύνουσαι, ἐπί βάσεων ἀμοιβαίως ἐπωφελῶν, τήν εἰσροήν ἐπενδυτικῶν κεφαλαίων καί τεχνικῶν γνώσεων καί τήν περαιτέρω ἀνάπτυξιν παραγωγικ ἐπιχειρηματικότητος καί ἐμπορικῆς ἐπικοινωνίας, ἀπεφάσισαν νά συνάψουν Συνθήκην Φιλίας, Ἐμπορίου καί Ναυτιλίας, βασιζομένην ἐν γένει ἐπί τῶν ἀρχῶν τῆς ἐθνικῆς μεταχειρίσεως κα τῆς ἄνευ ὅρων μεταχειρίσεως τοῦ μᾶλλον εὐνοουμένου κράτους, παραχωρουμένων ἐπ' ἀμοιβαιότητι, καί πρός τόν σκοπόν τοῦτον διώρισαν πληρεξουσίους των,

Ὁ Πρόεδρος τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς τήν Αὐτοῦ Ἐξοχότητα τόν Κύριον JOHN E. PEURIFOY, Πληρεξούσιον Πρέσβυν καί Ἔκτακτον Ἀπεσταλμένον τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐν Ἑλλάδι, καί

Ἡ Αὐτοῦ Μεγαλειότης ὁ Βασιλεύς τῶν Ἑλλήνων τήν Αὐτοῦ Ἐξοχότητα τόν Κύριον ΣΟΦΟΚΛΗ ΒΕΝΙΖΕΛΟΝ, Πρόεδρον τῆς Κυβε νήσεως καί ἐπί τῶν Ἐξωτερικῶν Ὑπουργόν, οἵτινες ἀνταλλάξα τά πληρεξούσιά των ἔγγραφα, εὑρεθέντα ἐν τάξει, συνεφώνησαν ἐπί τῶν κάτωθι ἄρθρων:

TREATY
OF
FRIENDSHIP, COMMERCE AND NAVIGATION
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE KINGDOM OF GREECE

The United States of America and the Kingdom of Greece, desirous of strengthening the bonds of peace and friendship traditionally existing between them and of promoting their economic development and the general welfare of their peoples, and being cognizant of the contributions which may be made toward these ends by arrangements which facilitate and encourage, on bases mutually advantageous, the flow of investment capital and of technology and the further development of productive enterprise and commercial intercourse, have resolved to conclude a Treaty of Friendship, Commerce and Navigation, based in general upon the principles of national and of unconditional most-favored-nation treatment reciprocally accorded, and for that purpose have appointed as their Plenipotentiaries,

The President of the United States of America: The Honorable JOHN M. PEURIFOY, Ambassador Extraordinary and Plenipotentiary of the United States of America to Greece, and

His Majesty the King of the Hellenes: His Excellency SOPHOCLES VENIZELOS, Prime Minister and Minister of Foreign Affairs, who having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

"Αρθρον 1

"Εκαστον τῶν Συμβαλλομένων Μερῶν θά παραχωρῆ πάντοτε δικαίαν μεταχείρισιν εἰς τά πρόσωπα, τάς περιουσίας, τάς ἐπιχειρήσεις καί τά λοιπά συμφέροντα τῶν πολιτῶν καί τῶν ἑταιρειῶν τοῦ ἑτέρου τῶν Συμβαλλομένων.

"Αρθρον 2

1. Εἰς τούς πολίτας ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἐπιτρέπεται νά εἰσέρχωνται ἐλευθέρως εἰς τά ἐδάφη τοῦ ἑτέρου, νά ταξειδεύουν ἐντός αὐτῶν, νά διαμένουν ἐν αὐτοῖς, εἰς τόπους τῆς ἐκλογῆς των, καί νά ἐξέρχωνται τούτων.

2. Ἡ διέλευσις διά τῶν ἐδαφῶν ἑκατέρου τῶν δύο Συμβαλλομένων Μερῶν θά εἶναι ἐλευθέρα, χρησιμοποιουμένων πρός τοῦτο τῶν προσφορωτέρων διά τήν διεθνῆ διαμετακόμισιν ὁδῶν:

(α) διά πολίτας τοῦ ἑτέρου τῶν Συμβαλλομένων Μερῶν μετά τῶν ἀποσκευῶν των, καί

(β) δι' εἴδη καθ' ὁδόν μέ προορισμόν ἤ προέλευσιν τά ἐδάφη τοῦ ἑτέρου τῶν Συμβαλλομένων Μερῶν.

Τοιαῦτα πρόσωπα καί εἴδη ὑπό διαμετακόμισιν θά ἀπαλλάσσωνται τελῶν διαμετακομίσεως, τελωνειακῶν δασμῶν καί λοιπῶν τελῶν καί δέν θά ὑπόκεινται εἰς παραλόγους ἐπιβαρύνσεις καί ὅρους, οὐδέ θά ὑπόβάλλωνται εἰς μή ἀναγκαίας καθυστερήσεις καί περιορισμούς. Θά ὑπόκεινται οὐχ ἧττον εἰς μή δημιουργούντας δυσμενῆ διάκρισιν κανονισμούς, ἀναγκαίους διά τήν πρόληψιν καταχρήσεως τοῦ δικαιώματος τῆς διαμετακομίσεως.

3. Εἰς τούς ὑπηκόους ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἐπιτρέπεται νά εἰσέρχωνται καί νά παραμένουν εἰς τά ἐδάφη τοῦ ἑτέρου πρός δι-

Article I

Each Party shall at all times accord equitable treatment to the persons, property, enterprises and other interests of nationals and companies of the other Party.

Article II

1. Nationals of either Party shall be permitted freely to enter the territories of the other Party, to travel therein, to reside therein at places of their choice, and to depart therefrom.

2. There shall be freedom of transit through the territories of each Party by the routes most convenient for international transit:

(a) for nationals of the other Party together with their baggage; and

(b) for articles en route to or from the territories of such other Party.

Such persons and articles in transit shall be exempt from transit, customs and other duties, and from unreasonable charges and requirements; and shall be free from unnecessary delays and restrictions. They shall, however, be subject to non-discriminatory regulations necessary to prevent abuse of the transit privilege.

3. Nationals of either Party shall be permitted to enter and remain in the territories of the other Party in order to carry on trade

ενέργειαν ἐμπορίου μεταξύ τῶν ἐδαφῶν τῶν δύο Συμβαλλομένων Μερῶν καί ἀνάπτυξιν σχετικῆς ἐμπορικῆς δράσεως, ὑπό ὅρους ἐξ ἴσου εὐνοικούς πρός τούς παρεχομένους εἰς ὑπηκόους οἱασδήποτε τρίτης χώρας εἰς τούς ὁποίους ἐπιτρέπεται ἡ εἴσοδος πρός διενέργειαν ἐμπορίου μεταξύ τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους καί πάσης τρίτης χώρας.

4. Ἕκαστον τῶν Συμβαλλομένων Μερῶν ἐπιφυλάσσει εἰς ἑαυτό τό δικαίωμα νά ἀποκελίῃ ἤ νά ἀπελαύνῃ ἀλλοδαπούς, διά λόγους δημοσίας τάξεως, ἠθικῆς, ὑγείας καί ἀσφαλείας καί νά ἀσκῇ λογικήν ἐπίβλεψιν ἐπί τῶν κινήσεων ἀλλοδαπῶν ἐντός τῶν ἐδαφῶν του. Ἡ παράγραφος 1 τοῦ παρόντος ἄρθρου θά ὑπόκειται ἐπί πλέον εἰς τούς περί μεταναστεύσεως νόμους ἑκάστου τῶν Συμβαλλομένων Μερῶν.

Ἄρθρον 3

1. Πολῖται ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, ἐλευθερίας συνειδήσεως καί θά ἐπιτρέπεται εἰς τούτους νά τελοῦν ἐλευθέρως θρησκευτικάς τελετάς ὑπό τήν προστασίαν τοῦ νόμου.

2. Θά ἐπιτρέπεται ἐπίσης εἰς τούτους νά συλλέγουν καί διαβιβάζουν πληροφοριακόν ὑλικόν πρός διάδοσιν εἰς τό κοινόν ἐν τῷ ἐξωτερικῷ καί νά ἐπικοινωνοῦν μετ' ἄλλων προσώπων διαμενόντων εἴτε ἐντός εἴτε ἐκτός τῶν

between the territories of the two Parties and commercial activities related thereto, upon terms as favorable as those accorded to nationals of any third country who are permitted entry for the purpose of carrying on trade between the territories of such other Party and of such third country.

4. Each Party reserves the right to exclude or expel aliens, and to refuse transit to articles, on grounds relating to public order, morals, health and safety, and to exercise reasonable surveillance over the movement and sojourn of aliens within its territories. Moreover, paragraph 1 of the present Article shall be subject to the immigration laws of each Party.

Article III

1. Nationals of either Party shall, within the territories of the other Party, enjoy liberty of conscience and shall be permitted freely to hold religious ceremonies under the protection of the law.

2. They shall also be permitted to collect and transmit informational material for dissemination to the public abroad and to communicate with other persons located either within or outside the territory of

ἐδαφῶν τοῦ ἑτέρου Μέρους ταχυδρομικῶς, τηλεγραφικῶς ἢ διά παντός ἄλλου μέσου γενικῆς δημοσίας χρήσεως.

3. Αἱ διατάξεις τοῦ παρόντος ἄρθρου θά ὑπόκεινται εἰς τό δικαίωμα ἑκατέρου τῶν Συμβαλλομένων Μερῶν νά ἐφαρμόζῃ μέτρα ἀναγκαῖα διά τήν τήρησιν τῆς δημοσίας τάξεως καί τήν προστασίαν τῆς δημοσίας ὑγείας, ἠθικῆς καί ἀσφαλείας.

Ἄρθρον 4

1. Οἱ πολῖται ἑκατέρου τῶν δύο Συμβαλλομένων Μερῶν δέν θά ὑποβάλλωνται, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, εἰς παρανόμους ταλαιπωρήσεις οἱασδήποτε φύσεως καί θά ἀπολαύουν τῆς πλέον συνεχοῦς προστασίας καί ἀσφαλείας.

2. Ἐάν, ἐντός τῶν ἐδαφῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν, πολίτης τοῦ ἑτέρου Μέρους κατηγορηθῇ ἐπί ἐγκλήματι καί προσωποκρατηθῇ, οὗτος θέλει: (α) τύχει λογικῆς καί ἀνθρωπίνης μεταχειρίσεως, (β) λάβει γνῶσιν κατά τούς νομίμους τύπους καί ἀμέσως τῶν βαρυνουσῶν αὐτόν κατηγοριῶν, (γ) παραπεμφθῇ εἰς δίκην ὅσον ταχέως ἐπιτρέπει τοῦτο ἡ δέουσα προπαρασκευή τῆς ὑπερασπίσεώς του καί (δ) ἀπολαύει ἁπάντων τῶν λογικῶς ἀπαιτουμένων διά τήν ὑπεράσπισίν του μέσων, περιλαμβανομένων τῶν ὑπηρεσιῶν ἁρμοδίου συνηγόρου.

the other Party, by mail, telegraph or any other means open to general public use.

3. The provisions of the present Article shall be subject to the right of either Party to apply measures that are necessary to maintain public order and to protect the public health, morals and safety.

Article IV

1. Nationals of either Party within the territories of the other Party shall be free from unlawful molestations of every kind, and shall receive the most constant protection and security.

2. If, within the territories of either Party, a national of the other Party is accused of crime and is taken into custody, he shall: (a) receive reasonable and humane treatment; (b) be formally and immediately informed of the accusations against him; (c) be brought to trial as promptly as is consistent with the proper preparation of his defense; and (d) enjoy all means reasonably necessary to his defense, including the services of competent counsel.

Ἄρθρον 5

Αἱ κατοικίαι, τά γραφεῖα, αἱ ἀποθῆκαι, τά ἐργοστάσια καί ἄλλα οἰκήματα τῶν πολιτῶν καί ἑταιρειῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν, τά κείμενα ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου ἐξ αὐτῶν, δέν θά ὑπόκεινται εἰς παράνομον παραβίασιν ἢ παρενόχλησιν. Ἐπίσημοι ἔρευναι καί ἔλεγχοι τοῦ περιεχομένου των, ἐφ' ὅσον τυγχάνουν ἀναγκαῖοι, θά διεξάγωνται μέ τήν δέουσαν μέριμναν διά τήν ἄνεσιν τῶν ἐνοίκων καί τήν διεξαγωγήν τῶν ἐργασιῶν των.

Ἄρθρον 6

1. Εἰς τούς πολίτας καί τάς ἑταιρείας ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά παρέχεται ἐθνική μεταχείρισις καί μεταχείρισις ἴση πρός τήν παρεχομένην εἰς ὑπηκόους τοῦ μᾶλλον εὐνοουμένου κράτους ὑπό τήν ἰδιότητά των ὡς ἐναγόντων ἢ ἐναγομένων, προκειμένου περί προσφυγῆς ἐνώπιον τακτικῶν καί διοικητικῶν δικαστηρίων καί ὑπηρεσιῶν παντός βαθμοῦ καί δικαιοδοσίας ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου τῶν Συμβαλλομένων Μερῶν. Νοεῖται ὅτι ἑταιρεῖαι, ἑκατέρου τῶν Συμβαλλομένων Μερῶν, μή ἀσκοῦσαι δραστηριότητα ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, θά ἀπολαύουν ἐντός τῶν ἐδαφῶν τούτων τοῦ αὐτοῦ ὡς ἄνω δικαιώματος προσφυγῆς χωρίς νά ἀπαιτῆται καταχώρησις αὐτῶν εἰς μητρῷα ἢ ἀναγνώρισις αὐτῶν ὡς ἐγκατεστημένων ἐν τῇ χώρᾳ.

2. Συμβόλαια συναπτόμενα μεταξύ πολιτῶν καί ἑταιρειῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν καί πολιτῶν καί ἑταιρειῶν τοῦ ἑτέρου

Article V

The dwellings, offices, warehouses, factories and other premises of nationals and companies of either Party located within the territories of the other Party shall not be subject to unlawful entry or molestation. Official searches and examinations of their contents, when necessary, shall be conducted with due regard to the convenience of the occupants and the conduct of their business.

Article VI

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment with respect to access to the courts of justice and to administrative tribunals and agencies within the territories of the other Party, in all degrees of jurisdiction, both in pursuit and in defense of their rights. It is understood that companies of either Party not engaged in activities within the territories of the other Party shall enjoy such access therein without any requirement of registration or domestication.

2. Contracts entered into between nationals and companies of either Party and nationals and companies of the other

Μέρους, προβλέποντα τόν διακανονισμόν διαφορῶν διά διαιτησίας, δέν θά θεωροῦνται ὡς μή ἐκτελεστά μόνον ἐκ τοῦ λόγου ὅτι ὁ διά τήν διαιτητικήν διαδικασίαν καθοριζόμενος τόπος κεῖται ἐκτός τῶν ἐδαφῶν τοῦ Μέρους τούτου, ἤ ὅτι ἡ ἰθαγένεια ἑνός ἤ πλειόνων τῶν διαιτητῶν δέν εἶναι ἡ τοῦ Μέρους τούτου. Διαιτητικαί ἀποφάσεις, δεόντως ἐκδοθεῖσαι κατ' ἐφαρμογήν τοιούτων συμβολαίων, ὁριστικαί καί ἐκτελεσταί συμφώνως πρός τούς νόμους τοῦ τόπου ἐν ᾧ ἐξεδόθησαν, θά θεωροῦνται ὡς πληροῦσαι τούς ὅρους τῆς ἐκτελέσεως κατά τήν ἐνώπιον τῶν ἁρμοδίων δικαστηρίων ἑκατέρου τῶν δύο Μερῶν διαδικασίαν περιαφῆς τύπου ἐκτελέσεως καί θά κηρύσσωνται ἐκτελεσταί παρά τῶν τοιούτων δικαστηρίων, ἐκτός ἐάν ἤθελε κριθῇ ὅτι ἀντίκεινται εἰς τήν δημοσίαν τάξιν. Αἱ ἐν λόγῳ ἀποφάσεις κηρυσσόμεναι ἐκτελεσταί, θά ἀπολαύουν τῶν αὐτῶν δικαιωμάτων καί μέσων ἐκτελέσεως ὡς καί αἱ ὑπό ἐγχωρίων δικαστικῶν ἀρχῶν ἐκδιδόμεναι ἀποφάσεις. Νοεῖται ὅμως ὅτι αἱ ἐκτός τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐκδιδόμεναι ἀποφάσεις θά ἀπολαύουν ἐνώπιον οἱουδήποτε δικαστηρίου οἱασδήποτε Πολιτείας αὐτῶν ἀναγνωρίσεως μόνον ἴσης πρός τήν παρεχομένην εἰς ἀποφάσεις ἐκδιδομένας εἰς ἄλλας πολιτείας τῶν Ἡνωμένων Πολιτειῶν.

Party, that provide for the settlement by arbitration of controversies, shall not be deemed unenforceable within the territories of such other Party merely on the grounds that the place designated for the arbitration proceedings is outside such territories or that the nationality of one or more of the arbitrators is not that of such other Party. Awards duly rendered pursuant to any such contracts, which are final and enforceable under the laws of the place where rendered, shall be deemed conclusive in enforcement proceedings brought before the courts of competent jurisdiction of either Party, and shall be entitled to be declared enforceable by such courts, except where found contrary to public policy. When so declared, such awards shall be entitled to privileges and measures of enforcement appertaining to awards rendered locally. It is understood, however, that awards rendered outside the United States of America shall be entitled in any court in any State thereof only to the same measure of recognition as awards rendered in other States thereof.

Ἄρθρον 7

1. Ἡ ἰδιοκτησία πολιτῶν καί ἑταιρειῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύη ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους τῆς πλέον διαρκοῦς προστασίας καί ἀσφαλείας.

2. Ἐν σχέσει πρός τάς διατάξεις τῆς προηγουμένης παραγράφου, πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους ἐθνικῆς μεταχειρίσεως καί θά τυγχάνουν, ἐν πάσῃ περιπτώσει, μεταχειρίσεως οὐχί ὀλιγώτερον εὐνοϊκῆς τῆς χορηγουμένης εἰς πολίτας καί ἑταιρείας τοῦ μᾶλλον εὐνοουμένου κράτους.

3. Ἡ ἰδιοκτησία πολιτῶν καί ἑταιρειῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν δέν θά ἀφαιρῆται, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, εἰ μή μόνον διά λόγους δημοσίας ὠφελείας, οὐδέ θά ἀφαιρῆται ἄνευ ταχείας καταβολῆς δικαίας ἀποζημιώσεως. Τοιαύτη ἀποζημίωσις θά καταβάλλεται ὑπό μορφήν ἐξασφαλίζουσαν ἀποτελεσματικῶς τήν πραγματοποίησίν της καί θά ἀντιπροσωπεύη τό πλῆρες ἀντίτιμον τῆς ἀφαιρεθείσης περιουσίας. Ἱκανή πρόνοια δέον νά ἔχῃ ληφθῆ κατά τόν χρόνον τῆς ἀφαιρέσεως ἤ πρό αὐτοῦ διά τόν καθορισμόν καί καταβολήν τῆς ἐν λόγῳ ἀποζημιώσεως. Νοεῖται ὅτι ἀνάληψις τῆς τοιαύτης ἀποζημιώσεως θά διενεργῆται συμφώνως πρός τούς κειμένους νόμους καί κανονισμούς κατά τάς διατάξεις τοῦ ἄρθρου 15 τῆς παρούσης Συνθήκης. Αἱ διατάξεις τῆς παρούσης

Article VII

1. Property of nationals and companies of either Party shall receive the most constant protection and security within the territories of the other Party.

2. With respect to the provisions of the preceding paragraph, nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and shall in any case enjoy treatment no less favorable than that accorded to the nationals and companies of the most-favored-nation.

3. Property of nationals and companies of either Party shall not be taken within the territories of the other Party except for public benefit, nor shall it be taken without the prompt payment of just compensation. Such compensation shall be in an effectively realizable form and shall represent the full equivalent of the property taken; and adequate provision shall have been made at or prior to the time of taking for the determination and payment thereof. It is understood that withdrawal of such compensation shall be in accordance with applicable laws and regulations consistent with the provisions of Article XV of the present Treaty. The provisions of the present paragraph

παραγράφου θά ἐπεκτείνωνται καί ἐπί συμφερόντων τά ὁποῖα ἔχουν ἐμμέσως ἤ ἀμέσως πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν εἰς ἰδιοκτησίαν ἀφαιρουμένην ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους.

4. Ἐπί παντός ζητήματος σχετικοῦ πρός τήν κρατικοποίησιν ἰδιωτικῶν ἐπιχειρήσεων ἤ τήν ὑπαγωγήν τούτων ὑπό δημόσιον ἔλεγχον, συμφώνως πρός τούς ἰσχύοντας νόμους, πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Μερῶν θά ἀπολαύουν ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους ἐθνικῆς μεταχειρίσεως καί ἐν πάσῃ παριπτώσει μεταχειρίσεως οὐχί ὀλιγώτερον εὐνοϊκῆς τῆς παρεχομένης εἰς τούς πολίτας καί τάς ἑταιρείας τοῦ μᾶλλον εὐνοουμένου κράτους. Ἡ αὐτή μεταχείρισις θά παρέχεται ὁμοίως εἰς ἐπιχειρήσεις εἰς τάς ὁποίας πολῖται ἤ ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν συμμετέχουν κατ'οὐσιῶδες ποσοστόν.

Ἄρθρον 8

Οὐδέτερον τῶν Συμβαλλομένων Μερῶν θά θεσπίζη παράλογα ἤ μεροληπτικά μέτρα δυνάμενα νά παραβλάψουν τά νομίμως ἐντός τῶν ἐδαφῶν του κτηθέντα ὑπό πολιτῶν ἤ ἑταιρειῶν τοῦ ἑτέρου Μέρους συμφέροντα ἤ δικαιώματα ἐπί ὑπ' αὐτῶν ἱδρυθεισῶν ἐπιχειρήσεων ἤ ἐπί κεφαλαίων, ἐξειδικευμένης ἐμπειρίας, ἐμπειροτεχνίας

shall extend to interests held directly or indirectly by nationals and companies of either Party in property which is taken within the territories of the other Party.

4. In all matters relating to the taking of privately owned enterprises into public ownership or the placing of such enterprises under public control, in conformity with applicable laws, nationals and companies of either Party shall enjoy national treatment within the territories of the other Party and in any case treatment no less favorable than that accorded to the nationals and companies of most-favored nations. The same treatment shall likewise be accorded to enterprises in which nationals or companies of either Party have a substantial interest.

Article VIII

Neither Party shall take unreasonable or discriminatory measures that would impair the legally acquired rights or interests within its territories of nationals and companies of the other Party in the enterprises which they have established or in the capital, skills, arts or technology which

ἢ τεχνολογικῶν γνώσεων, τάς ὁποίας οὗτοι συνεισέφερον. Οὐδέ θά παρεμποδίζη ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἀδικαιολογήτως πολίτας ἢ ἑταιρείας τοῦ ἑτέρου Μέρους ὅπως προσπορίζωνται ἐπί δικαίοις ὅροις τά ἀπαραίτητα πρός οἰκονομικήν ἀνάπτυξιν κεφάλαια, ἐξειδικευμένην ἐμπειρίαν, ἐμπειροτεχνίαν ἢ τεχνολογικάς γνώσεις.

Ἄρθρον 9

1. Πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, ἐθνικῆς μεταχειρίσεως ὅσον ἀφορᾷ τήν ἀπόκτησιν δι'ἀγορᾶς ἢ ἄλλως καί ὅσον ἀφορᾷ τήν κτῆσιν, μίσθωσιν, κατοχήν καί χρῆσιν γαιῶν, κτιρίων καί ἄλλης ἀκινήτου περιουσίας, καταλλήλου πρός ἐπίδοσιν εἰς ἐμπορικήν, βιομηχανικήν, ἐπεξεργαστικήν, οἰκονομικήν, οἰκοδομικήν, ἐκδοτικήν, ἐπιστημονικήν, ἐκπαιδευτικήν, φιλανθρωπικήν καί ἐπαγγελματικήν δραστηριότητα ὡς καί διά κατοικίαν καί ἀπόκτησιν τάφου, ὑπό τούς ἑπομένους περιορισμούς:

(α) εἰς τήν περίπτωσιν ἑλλήνων πολιτῶν καί ἑλληνικῶν ἑταιρειῶν ἡ κτῆσις δι'ἀγορᾶς ἢ δι'ἄλλου τρόπου δικαιώμάτων ἰδιοκτησίας ἐπί γαιῶν, κτιρίων καί ἄλλης ἀκινήτου περιουσίας, ἐντός τῶν ἐδαφῶν τῶν Ἡνωμένων Πολιτειῶν, θά ὑπόκειται εἰς τούς κειμένους νόμους τῶν Πολιτειῶν, Ἐδαφῶν καί κτήσεων τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, ἐντός τῶν ὁποίων κεῖται ἡ ἐν λόγῳ ἰδιοκτησία, καί

they have supplied; nor shall either Party unreasonably impede nationals and companies of the other Party from obtaining on equitable terms the capital, skills, arts and technology needed for economic development.

Article IX

1. Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment with respect to acquiring by purchase or otherwise and with respect to owning, leasing, occupying and using land, buildings and other immovable property appropriate to the conduct of commercial, manufacturing, processing, financial, construction, publishing, scientific, educational, philanthropic and professional activities, and for residential and mortuary purposes, subject to the following limitations:

(a) in the case of nationals and companies of Greece the acquisition by purchase, or otherwise, of ownership rights in land, buildings, and other immovable property, within the territories of the United States, shall be dependent upon the applicable laws of the States, Territories and possessions of the United States of America within which such property is located; and

(β) εἰς τήν περίπτωσιν πολιτῶν καί ἑταιρειῶν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς τό δικαίωμα τῆς δι'ἀγορᾶς ἤ ἄλλου τρόπου κτήσεως, ὡς καί τό δικαίωμα μισθώσεως, κατοχῆς καί χρήσεως γαιῶν, κτιρίων καί ἄλλης ἀκινήτου περιουσίας, ἐντός τῶν ἐδαφῶν τῆς Ἑλλάδος, θά ὑπόκειται εἰς τούς περιορισμούς τούς ὁποίους ἡ Ἑλλάς ἤθελε κρίνει ἀναγκαῖον νά ἐπιβάλῃ ἐπί τοῦ δικαιώματος κτήσεως ὑπό ἀλλοδαπῶν δι'ἀγορᾶς ἤ δι' ἄλλου τρόπου, ὡς καί ἐπί μισθώσεως, κατοχῆς καί χρήσεως τοιαύτης περιουσίας εἰς εἰδικάς συνοριακάς καί παρακτίους περιοχάς.

2. Εἰς πολίτας καί ἑταιρείας ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἐπιτρέπεται νά διαθέτουν ἐλευθέρως, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, περιουσιακά στοιχεῖα περιελθόντα αὐτοῖς κληρονομικῷ δικαιώματι ἐκ διαθήκης ἤ ἐξ ἀδιαθέτου καί διά τήν κτῆσιν τῶν ὁποίων ἡ ἰδιότης των ὡς ἀλλοδαπῶν ἀπετέλεσε κώλυμα παροχῆς εἰς τούτους ἐθνικῆς μεταχειρίσεως, θά παρέχεται δέ εἰς τούτους πενταετής τοὐλάχιστον προθεσμία πρός πραγματοποίησιν τῆς τοιαύτης διαθέσεως.

3. Πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά τυγχάνουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, ἐθνικῆς μεταχειρίσεως ἐν σχέσει πρός τήν διάθεσιν περιουσιακῶν στοιχείων πάσης φύσεως.

(b) in the case of nationals and companies of the United States of America the right to acquire by purchase, or otherwise, and the right to lease, occupy and use land, buildings, and other immovable property, within the territories of Greece, shall be subject to restrictions which Greece may consider it necessary to impose on the right of aliens to acquire by purchase, or otherwise, and to lease, occupy and use such property in specific frontier and coastal areas.

2. Nationals and companies of either Party shall be permitted freely to dispose of property within the territories of the other Party with respect to the acquisition of which through testate or intestate succession their alienage has prevented them from receiving national treatment, and they shall be permitted a term of at least five years in which to effect such disposition.

3. Nationals and companies of either Party shall be accorded within the territories of the other Party national treatment with respect to disposing of property of all kinds.

Ἄρθρον 10

Πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά τυγχάνουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, μεταχειρίσεως ἐθνικῆς καί τῆς τοῦ μᾶλλον εὐνοουμένου κράτους ἐν σχέσει μέ τήν κτῆσιν καί διατήρησιν διπλωμάτων εὑρεσιτεχνίας καί ἐν σχέσει πρός δικαιώματα ἐπί ἐμπορικῶν σημάτων, ἐμπορικῶν ἐπωνυμιῶν, ἐμπορικῶν ἐπιγραφῶν ὡς καί ἐπί πάσης φύσεως βιομηχανικῆς ἰδιοκτησίας.

Ἄρθρον 11

1. Οἱ πολῖται τῆς Ἑλλάδος ἐντός τῶν ἐδαφῶν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, καί ἀμοιβαίως οἱ πολῖται τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐντός τῶν ἐδαφῶν τῆς Ἑλλάδος, θά ἀπολαύουν ἐθνικῆς μεταχειρίσεως κατά τήν ἐφαρμογήν νόμων καί κανονισμῶν καθιερούντων χρηματικήν ἀποζημίωσιν ἤ ἄλλην ἀντιπαροχήν ἤ ὑπηρεσίαν, λόγῳ ἀσθενείας, σωματικῶν βλαβῶν ἤ θανάτου προκληθέντων ἐξ ἀπασχολήσεως καί διαρκούσης ταύτης ἤ ὀφειλομένων εἰς τήν φύσιν τῆς ἀπασχολήσεως.

2. Ἐπί πλέον τῶν ἐν τῇ παραγράφῳ I τοῦ παρόντος ἄρθρου προβλεπομένων δικαιωμάτων καί προνομιῶν οἱ πολῖται τῆς Ἑλλάδος

Article X

Nationals and companies of either Party shall be accorded, within the territories of the other Party, national treatment and most-favored-nation treatment with respect to obtaining and maintaining patents of invention, and with respect to rights in trade-marks, trade names, trade labels, and industrial property of all kinds.

Article XI

1. Nationals of Greece shall be accorded within the territories of the United States of America, and reciprocally nationals of the United States of America shall be accorded within the territories of Greece, national treatment in the application of laws and regulations that establish a pecuniary compensation, or other benefit or service, on account of disease, injury or death arising out of and in the course of employment, or due to the nature of employment.

2. In addition to the rights and privileges provided in paragraph 1 of the present Article, nationals of Greece shall

ἐντός τῶν ἐδαφῶν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, καί ἀμοιβαίως οἱ πολῖται τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐντός τῶν ἐδαφῶν τῆς Ἑλλάδος, θά ἀπολαύουν ἐθνικῆς μεταχειρίσεως ἐν τῇ ἐφαρμογῇ νόμων καί κανονισμῶν καθιερούντων συστήματα ὑποχρεωτικῆς ἀσφαλίσεως, δυνάμει τῶν ὁποίων καταβάλλονται παροχαί ἀσχέτως τῆς ἀτομικῆς οἰκονομικῆς ἀνάγκης τοῦ δικαιούχου: (α) δι'ἀπώλειαν μισθῶν ἢ κερδῶν ὀφειλομένην εἰς γῆρας, ἀνεργίαν, ἀσθένειαν ἢ ἀναπηρίαν, ἢ (β) δι'ἀπώλειαν οἰκονομικῆς ὑποστηρίξεως ὀφειλομένην εἰς τόν θάνατον πατρός, συζύγου ἢ ἑτέρου προσώπου ἐξ οὗ ἐξηρτᾶτο ἡ τοιαύτη οἰκονομική ὑποστήριξις.

Ἄρθρον 12

1. Οἱ πολῖται καί αἱ ἑταιρεῖαι τῆς Ἑλλάδος ἐντός τῶν ἐδαφῶν τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, καί ἀμοιβαίως οἱ πολῖται καί αἱ ἑταιρεῖαι τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐντός τῶν ἐδαφῶν τῆς Ἑλλάδος, θά ἀπολαύουν ἐθνικῆς μεταχειρίσεως καί τῆς τοῦ μᾶλλον εὐνοουμένου κράτους εἰς ὅ,τι ἀφφᾶ τήν ἐπίδοσιν αὐτῶν εἰς ἐμπορικήν, βιομηχανικήν, ἐπεξεργαστικήν, οἰκονομικήν, οἰκοδομικήν, ἐκδοτικήν, ἐπιστημονικήν, φιλανθρωπικήν καί ἐπαγγελματικήν δραστηριότητα πλήν τῆς τοῦ δικηγόρου, ὀδοντιάτρου καί φαρμακοποιοῦ.

be accorded within the territories of the United States of America, and reciprocally nationals of the United States of America shall be accorded within the territories of Greece, national treatment in the application of laws and regulations establishing systems of compulsory insurance, under which benefits are paid without an individual test of financial need: (a) against loss of wages or earnings due to old age, unemployment, sickness, or disability, or (b) against loss of financial support due to the death of father, husband or other person on whom such support had depended.

Article XII

1. Nationals and companies of Greece shall be accorded within the territories of the United States of America, and reciprocally nationals and companies of the United States of America shall be accorded within the territories of Greece, national treatment and most-favored-nation treatment with respect to engaging in commercial, manufacturing, processing, financial, construction, publishing, scientific, philanthropic and professional activities, except the practice of law, dentistry and pharmacy.

2. Οἱ πολῖται καί αἱ ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν ἐπί πλέον, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, μεταχειρίσεως τοῦ μᾶλλον εὐνοουμένου κράτους ἐν σχέσει πρός:

(α) μεταλλευτικάς ἐρεύνας καί ἐκμετάλλευσιν ὀρυκτῶν κοιτασμάτων,

(β) ἐπίδοσιν εἰς θρησκευτικήν δραστηριότητα ὡς καί ἐπίδοσιν εἰς τούς τομεῖς οἰκονομικῆς καί μορφωτικῆς δραστηριότητος, ἐπιπροσθέτως πρός τάς ἐν τῷ παραγράφῳ I τοῦ παρόντος Ἄρθρου ἤ ἐν τῷ ἐδαφίῳ (α) τῆς παρούσης παραγράφου, ἀπαριθμουμένας δραστηριότητας,

(γ) ὀργάνωσιν ἑταιρειῶν τοῦ ἑτέρου Μέρους, συμμετοχήν εἰς ταύτας καί διεύθυνσιν αὐτῶν.

3. Οὐχ ἧττον πολῖται ἑκατέρου τῶν Συμβαλλομένων Μερῶν, γενόμενοι δεκτοί ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου διά σκοπούς περιωρισμένους, δέν θά δικαιοῦνται νά ἀπολαύουν τοῦ δικαιώματος νά ἐπιδίδωνται εἰς κερδοσκοπικάς ἐπιχειρήσεις κατά παράβασιν τῶν περιορισμῶν, οἵτινες ρητῶς ἐπεβλήθησαν εἰς αὐτούς, συμφώνως πρός ἐσωτερικούς νόμους καί κανονισμούς, ὡς ὅρος διά τήν εἰσδοχήν των.

4. Πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά δύνανται νά προσλαμβάνουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου, λογιστάς καί ἄλλους τεχνικούς ἐμπειρογνώμονας, διαχειριστικόν προσωπικόν, δικηγόρους, πράκτορας

2. Nationals and companies of either Party shall further be accorded, within the territories of the other Party, most-favored-nation treatment with respect to:

(a) exploring for and exploiting mineral deposits;

(b) engaging in religious activity and in fields of economic and cultural activity in addition to those listed in paragraph 1 of the present Article or in subparagraph (a) of the present paragraph;

(c) organizing, participating in and operating companies of such other Party.

3. Nationals of either Party admitted into the territories of the other Party for limited purposes shall not, however, enjoy rights to engage in gainful occupations in contravention of limitations expressly imposed, according to internal laws and regulations, as a condition of their admittance.

4. Nationals and companies of either Party shall be permitted to engage, within the territories of the other Party, accountants and other technical experts, executive personnel, attorneys, agents and other employees of their

καί ἄλλους ὑπαλλήλους τῆς ἐκλογῆς των, μεταξύ τῶν νομίμως εὑρισκομένων ἐν τῷ Χώρᾳ καί ἀπολαυόντων κατά νόμον τοῦ δικαιώματος ἐργασίας. Ἐπί πλέον τοιοῦτοι πολῖται καί ἑταιρεῖαι θά δύνανται νά χρησιμοποιοῦν προσωρινῶς λογιστάς καί ἄλλους τεχνικούς ἐμπειρογνώμονας, ἀσχέτως ἐθνικότητος καί ἀσχέτως τοῦ κατά πόσον οὗτοι κέκτηνται τά ὑπό τῆς κειμένης νομοθεσίας ἀπαιτούμενα προσόντα διά τήν ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους ἐκτέλεσιν τῶν καθηκόντων των, πρός τόν εἰδικόν σκοπόν νά προβαίνουν εἰς μελέτας, λογιστικούς ἐλέγχους καί τεχνικάς ἐρεύνας δι'ἀποκλειστικόν λογαριασμόν τῶν ἐργοδοτῶν των ἐν σχέσει πρός τήν ὀργάνωσιν καί τήν λειτουργίαν ἐπιχειρήσεων ἐλεγχομένων ὑπό τῶν τελευταίων τούτων ἤ εἰς τάς ὁποίας οὗτοι ἔχουν οἰκονομικόν συμφέρον ἐντός τῶν ἐδαφῶν τούτων.

Ἄρθρον 13

1. Πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, τοῦ δικαιώματος νά συνεταιρίζωνται καί νά ὀργανώνουν ἑταιρείας ὑπό τούς αὐτούς ὅρους ὡς οἱ πολῖται καί αἱ ἑταιρεῖαι τοῦ ἑτέρου Μέρους πρός τόν σκοπόν ἐπιδόσεως εἰς ἐμπορικήν, βιομηχανικήν, ἐπεξεργαστικήν, οἰκονομικήν, οἰκοδομικήν, μεταλλευτικήν, ἐκδοτικήν, ἐπιστημονικήν, ἐκπαιδευτικήν καί φιλανθρωπικήν δραστηριότητα ὡς καί τοῦ δικαιώματος νά

choice among those legally in the country and eligible to work. Moreover, such nationals and companies shall be permitted to engage, on a temporary basis, accountants and other technical experts, regardless of nationality and regardless of the extent to which they may possess the qualifications required by applicable laws for the exercise of their duties within the territories of such other Party, for the particular purpose of making examinations, audits and technical investigations for the exclusive account of their employers in connection with the planning and operation of enterprises controlled by the latter or in which they have a financial interest within such territories.

Article XIII

1. Nationals and companies of either Party shall be accorded within the territories of the other Party the right to associate and to organize companies under the same conditions as nationals and companies of such other Party for the purpose of engaging in commercial, manufacturing, processing, financial, construction, mining, publishing, scientific, educational and philanthropic activities, and to

ἐλέγχουν καί νά διευθύνουν ἐπιχειρήσεις τάς ὁποίας τοῖς ἐπετράπη νά ἐγκαταστήσουν ἤ νά ἀποκτήσουν ἐντός τῶν ἐδαφῶν τούτων διά τούς ὡς ἄνω καί ἄλλους σκοπούς. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν δύναται ἐν τούτοις νά θεσπίσῃ εἰδικάς διατυπώσεις ἀφορώσας, κατά τήν νομοθεσίαν του, εἰς τήν σύστασιν ἑταιρειῶν ἐλεγχομένων ὑπό ἀλλοδαπῶν.

2. Ἑταιρεῖαι ἐλεγχόμεναι ὑπό πολιτῶν καί ἑταιρειῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν καί συσταθεῖσαι ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους συμφώνως πρός τούς κειμένους νόμους καί κανονισμούς πρός ἀνάπτυξιν τῶν ἐν τῷ παραγράφῳ I τοῦ παρόντος Ἄρθρου ἀναφερομένων δραστηριοτήτων, θά ἀπολαύουν ἐθνικῆς μεταχειρίσεως ἐν σχέσει πρός τάς τοιαύτας δραστηριότητας.

Ἄρθρον 14

1. Τά Συμβαλλόμενα Μέρη συμφωνοῦν ὅτι μέθοδοι ἐργασίας, αἵτινες περιστέλλουν τόν συναγωνισμόν, περιορίζουν τήν συμμετοχήν ἄλλων ὁμοειδῶν ἐπιχειρήσεων εἰς τάς διεθνεῖς ἀγοράς ἤ ὑποθάλπουν τόν μονοπωλιακόν ἔλεγχον καί αἵτινες ἐφαρμόζονται ὑπό μιᾶς ἤ πλειόνων ἰδιωτικῶν ἤ δημοσίων ἐμπορικῶν ἐπιχειρήσεων ἤ καθιεροῦνται διά συνδυασμοῦ, συμφωνίας ἤ ἄλλης συνεννοήσεως μεταξύ τοιούτων ἐπιχειρήσεων, δύνανται νά ἔχουν ἐπιζημίας

control and manage enterprises which they have been permitted to establish or acquire within such territories for the foregoing and other purposes. Either Party, however, may prescribe special formalities in connection with the formulation of alien-controlled companies under its laws

2. Companies controlled by nationals and companies of either Party and constituted under the applicable laws and regulations within the territories of the other Party for engaging in the activities listed in paragraph 1 of the present Article, shall be accorded national treatment with respect to such activities.

Article XIV

1. The two Parties agree that business practices which restrain competition, limit access of like enterprises to international markets or foster monopolistic control, and which are engaged in by one or more private or public commercial enterprises or are made effective by combination, agreement or other arrangement among such enterprises, may have

συνεπείας ἐπί τοῦ μεταξύ τῶν ἐδαφῶν των ἐμπορίου. Κατά συνέπειαν ἕκαστον τῶν Συμβαλλομένων Μερῶν συμφωνεῖ ὅπως, ἐπί τῇ αἰτήσει τοῦ ἑτέρου, προέρχεται εἰς συνεννοήσεις μετ' αὐτοῦ ἐν σχέσει πρός οἱασδήποτε τοιαύτας μεθόδους ἐργασίας καί λαμβάνῃ τά μέτρα τά ὁποῖα ἤθελε κρίνει κατάλληλα ἐπί τῷ σκοπῷ ἐξουδετερώσεως τῶν τοιούτων ἐπιζημίων συνεπειῶν.

2. Τά Συμβαλλόμενα Μέρη ἀναγνωρίζουν ὅτι συνθῆκαι ἀνταγωνιστικῆς ἰσότητος δέον νά ἐπικρατοῦν εἰς περιπτώσεις καθ'ἃς δημόσιαι ἤ ὑπό τοῦ Δημοσίου ἐλεγχόμεναι ἐμπορικαί, βιομηχανικαί ἤ ἐπεξεργαστικαί ἐπιχειρήσεις ἑκατέρου τῶν Συμβαλλομένων Μερῶν συναγωνίζονται, ἐντός τῶν ἐδαφῶν των, πρός ἰδιωτικάς ἐπιχειρήσεις ἀνηκούσας εἰς πολίτας ἤ ἐλεγχομένας ὑπό πολιτῶν ἤ ἑταιρειῶν τοῦ ἑτέρου Μέρους. Κατά ταῦτα αἱ τοιαῦται ἰδιωτικαί ἐπιχειρήσεις θά δικαιοῦνται εἰς παρομοίας περιπτώσεις, νά ἐπωφελοῦνται οἱωνδήποτε εἰδικῶν οἰκονομικῆς φύσεως πλεονεκτημάτων παρεχομένων πρός τάς τοιαύτας δημοσίας ἐπιχειρήσεις ὑπό μορφήν ἐπιχορηγήσεων, φορολογικῶν ἀπαλλαγῶν ἤ ἄλλως. Ὁ ὡς ἄνω ἐν τούτοις κανών δέν θά ἔχῃ ἐφαρμογήν ἐπί εἰδικῶν πλεονεκτημάτων παρεχομένων ἐν σχέσει πρός: (α) τήν βιομηχανοποίησιν ἀγαθῶν πρός δημοσίαν χρῆσιν ἤ τήν προμήθειαν ἀγαθῶν καί ὑπηρεσιῶν πρός τό κράτος πρός κρατικήν χρῆσιν, ἤ (β) τήν ἱκανοποίησιν, εἰς τιμάς οὐσιαστικῶς

harmful effects upon commerce between their respective territories. Accordingly, each Party agrees, upon the request of the other Party, to consult with respect to any such business practices and to take such measures as it may deem appropriate with a view to eliminating such harmful effects.

2. The Parties recognize that conditions of competitive equality should be maintained in situations in which publicly owned or controlled commercial, manufacturing or processing enterprises of either Party engage in competition, within the territories thereof, with privately owned and controlled enterprises of nationals and companies of the other Party. Accordingly, such private enterprises shall, in such situations, be entitled to the benefit of any special advantages of an economic nature accorded such public enterprises, whether in the nature of subsidies, tax exemptions or otherwise. The foregoing rule shall not apply, however, to special advantages given in connection with: (a) manufacturing goods for government use, or supplying goods and services to the government for government use; or (b) supplying, at prices substantially below

χαμηλοτέρας τῶν τιμῶν συναγωνισμοῦ, τῶν ἀναγκῶν ὡρισμένων ὁμάδων τοῦ πληθυσμοῦ εἰς οὐσιώδη ἀγαθά καί ὑπηρεσίας, τάς ὁποίας αἱ ὁμάδες αὗται δέν θά ἠδύναντο ἐν τῇ πράξει νά προμηθευθοῦν ἄλλως.

3. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἀναλαμβάνει:

(α) ὅπως ἐπιχειρήσεις τελοῦσαι ὑπό τήν κυριότητα ἤ τόν ἔλεγχον τῆς Κυβερνήσεώς του καί ὅπως μονοπώλια ἤ ὑπηρεσίαι, εἰς τάς ὁποίας ἔχουν παραχωρηθῆ ἀποκλειστικαί ἤ εἰδικαί προνομίαι ἐντός τῶν ἐδαφῶν του, προβαίνουν εἰς τάς ἀγοράς ἤ τάς πωλήσεις των, τάς συνεπαγομένας εἴτε εἰσαγωγάς εἴτε ἐξαγωγάς ἐπηρεαζούσας τό ἐμπόριον τοῦ ἑτέρου Μέρους, μόνον συμφώνως πρός ἐμπορικά κριτήρια, συμπεριλαμβανομένων τῶν κριτηρίων τιμῆς, ποιότητος, διαθεσιμότητος, ἐμπορευσιμότητος, μεταφορᾶς καί ἄλλων ὅρων ἀγορᾶς καί πωλήσεως, καί

(β) ὅπως εἰς τούς πολίτας, τάς ἑταιρείας καί τό ἐμπόριον τοῦ ἑτέρου Μέρους χορηγῆται ἐπαρκής δυνατότης, κατά τά κρατοῦντα ἐμπορικά ἔθιμα, νά συναγωνίζωνται διά συμμετοχήν εἰς τοιαύτας ἀγοράς καί πωλήσεις.

4. Ἕκαστον τῶν Συμβαλλομένων Μερῶν θά παρέχη εἰς τούς πολίτας, τάς ἑταιρείας καί γενικῶς εἰς τό ἐμπόριον τοῦ ἑτέρου Μέρους ἀμερόληπτον καί δικαίαν μεταχείρισιν ἐν συγκρίσει πρός τήν παρεχομένην εἰς τούς πολίτας, τάς ἑταιρείας καί τό ἐμπόριον οἱασδήποτε τρίτης χώρας, εἰς πᾶν ὅ,τι ἀφορᾶ:

competitive prices, the needs of particular population groups for essential goods and services not otherwise practically obtainable by such groups.

3. Each Party undertakes:

(a) that enterprises owned or controlled by its Government, and that monopolies or agencies granted exclusive or special privileges within its territories, shall make their purchases and sales, involving either imports or exports affecting the commerce of the other Party, solely in accordance with commercial considerations, including price, quality, availability, marketability, transportation and other conditions of purchase or sale; and

(b) that the nationals, companies and commerce of such other Party shall be afforded adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases and sales.

4. Each Party shall accord to the nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to the nationals, companies and commerce of any third country, with respect to:

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(α) τάς κρατικάς προμηθείας ἐφοδίων,

(β) τήν κατακύρωσιν ἐκχωρήσεων ἤ ἄλλων κρατικῶν συμβάσεων, καί

(γ) τήν πώλησιν οἱασδήποτε ὑπηρεσίας πωλουμένης ὑπό τοῦ Κράτους ἤ ὑπό οἱουδήποτε μονοπωλίου ἤ ὀργανισμοῦ εἰς τούς ὁποίους ἐχορηγήθησαν ἀποκλειστικά ἤ εἰδικά προνόμια.

5. Οὐδεμία ἐπιχείρησις ἑκατέρου τῶν Συμβαλλομένων Μερῶν τελοῦσα ὑπό τήν κυριότητα ἤ τόν ἔλεγχον τοῦ Κράτους θά δύναται, ἐν περιπτώσει καθ'ἥν ἤθελεν ἐπιδοθῇ εἰς ἐμπορικήν, βιομηχανικήν, ἐπεξεργαστικήν, ναυτιλιακήν ἤ ἄλλην ἐπιχειρηματικήν δρᾶσιν ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου τῶν Συμβαλλομένων Μερῶν, νά διεκδικήσῃ ἤ νά ἐπωφεληθῇ εἴτε δι'ἑαυτήν εἴτε διά τήν ἰδιοκτησίαν της, ἀπαλλαγῆς ἐν αὐτοῖς ἐκ φορολογίας, δοσιδικίας, ἐκτελέσεως δικαστικῶν ἀποφάσεων ἤ ἄλλων ὑποχρεώσεων εἰς ἃς ὑπόκεινται ἐν αὐτοῖς ἐπιχειρήσεις τελοῦσαι ὑπό τόν ἔλεγχον ἤ τήν κυριότητα ἰδιωτῶν.

Ἄρθρον 15

1. Εἰς τούς πολίτας καί τάς ἑταιρείας ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά χορηγῆται ὑπό τοῦ ἑτέρου Μέρους ἐθνική μεταχείρισις καί μεταχείρισις τοῦ μᾶλλον εὐνοουμένου Κράτους ὅσον ἀφορᾷ εἰς πληρωμάς, ἐμβάσματα καί μεταφοράς κεφαλαίων ἤ πιστωτικῶν τίτλων τόσον μεταξύ τῶν ἐδαφῶν τῶν δύο Μερῶν ὅσον καί μεταξύ τῶν ἐδαφῶν ἑνός τῶν Συμβαλλομένων Μερῶν

(a) the governmental purchase of supplies;

(b) the awarding of concessions and other government contracts; and

(c) the sale of any service sold by the Government or by any monopoly or agency granted exclusive or special privileges.

5. No enterprise of either Party which is publicly owned or controlled shall, if it engages in commercial, manufacturing, processing, shipping or other business activities within the territories of the other Party, claim or enjoy, either for itself or for its property, immunity therein from taxation, suit, execution of judgment or other liability to which privately owned and controlled enterprises are subject therein.

Article XV

1. Nationals and companies of either Party shall be accorded by the other Party national treatment and most-favored-nation treatment with respect to payments, remittances and transfers of funds or financial instruments between the territories of the two Parties as well as between the territories

καί οἱασδήποτε τρίτης Χώρας.

2. Οὐδέτερον τῶν Συμβαλλομένων Μερῶν θά ἐπιβάλῃ συναλλαγματικούς περιορισμούς, ὡς οὗτοι καθορίζονται ἐν τῇ παραγράφῳ 5 τοῦ παρόντος Ἄρθρου, ἐκτός ἐν ᾧ μέτρῳ εἶναι οὗτοι ἀπαραίτητοι πρός ἀποτροπήν πτώσεως τῶν νομισματικῶν του ἀποθεμάτων εἰς πολύ χαμηλόν ἐπίπεδον ἤ πρός ἐπίτευξιν μετρίας αὐξήσεως πολύ χαμηλῶν νομισματικῶν ἀποθεμάτων. Νοεῖται ὅτι αἱ διατάξεις τοῦ παρόντος Ἄρθρου δέν μεταβάλλουν τάς ὑποχρεώσεις τάς ὁποίας ἑκάτερον τῶν Συμβαλλομένων Μερῶν δύναται νά ἔχῃ ἀπέναντι τοῦ Διεθνοῦς Νομισματικοῦ Ταμείου οὐδέ ἀποκλείουν τήν ἐπιβολήν εἰδικῶν περιορισμῶν ὁσάκις τό Ταμεῖον εἰδικῶς ἐξουσιοδοτεῖ ἤ ἀπαιτεῖ ἀπό ἕν Μέρος τήν ἐπιβολήν τοιούτων εἰδικῶν περιορισμῶν.

3. Ἐάν ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἐπιβάλῃ συναλλαγματικούς περιορισμούς συμφώνως πρός τήν ὡς ἄνω παράγραφον 2, ὀφείλει, ἀφοῦ λάβῃ οἱανδήποτε πρόνοιαν ἀναγκαίαν διά τήν ἐξασφάλισιν τῆς διαθεσιμότητος ξένου συναλλάγματος δι'ἀγαθά καί ὑπηρεσίας ἀπαραιτήτους διά τήν ὑγείαν τοῦ λαοῦ του καί ἀναγκαίας διά τήν ἀποσόβησιν σοβαρᾶς οἰκονομικῆς ἀσταθείας, νά λάβῃ ἐπαρκῆ πρόνοιαν διά τήν ἀνάληψιν εἰς ξένον συνάλλαγμα τοῦ νομίσματος τοῦ ἑτέρου Μέρους: (α) τῆς ἐν παραγράφῳ 3 τοῦ Ἄρθρου 7 τῆς παρούσης Συνθήκης ἀναφερο-

of such other Party and of any third country.

2. Neither Party shall impose exchange restrictions as defined in paragraph 5 of the present Article, except to the extent necessary to prevent its monetary reserves from falling to a very low level or to effect a moderate increase in very low monetary reserves. It is understood that the provisions of the present Article do not alter the obligations either Party may have to the International Monetary Fund or preclude imposition of particular restrictions whenever the Fund specifically authorizes or requests a Party to impose such particular restrictions.

3. If either Party imposes exchange restrictions in accordance with paragraph 2 above, it shall, after making whatever provision may be necessary to assure the availability of foreign exchange for goods and services essential to the health of its people and necessary to the avoidance of serious economic instability, make reasonable provision for the withdrawal, in foreign exchange in the currency of the other Party, of: (a) the compensation referred to in Article VII,

μένης ἀποζημιώσεως, (β) τῶν κερδῶν, εἴτε ὑπό μορφήν μισθῶν, τόκων, μερισμάτων, προμηθειῶν, δικαιωμάτων, πληρωμῶν διά τεχνικάς ὑπηρεσίας, εἴτε ἄλλως, καί (γ) ποσῶν πρός χρεωλυτικήν ἐξόφλησιν δανείων, ἀπόσβεσιν ἀμέσων ἐπενδύσεων καί μεταφορᾶς κεφαλαίων ἐντός ἐφικτῶν ὁρίων, λαμβανομένων ὑπ'ὄψιν εἰδικῶν ἀναγκῶν δι'ἄλλας συναλλαγάς. Ἐφ' ὅσον ἰσχύουν πλείονες τῆς μιᾶς τιμῆς συναλλάγματος, ἡ ἐφαρμοστέα τιμή συναλλάγματος διά τάς τοιαύτας ἀναλήψεις θά εἶναι τιμή συναλλάγματος εἰδικῶς ἐγκεκριμένη ὑπό τοῦ Διεθνοῦς Νομισματικοῦ Ταμείου διά τοιαύτας συναλλαγάς ἤ, ἐλλείψει τοιαύτης κατά τά ὡς ἄνω ἐγκεκριμένης τιμῆς συναλλάγματος, μία πραγματική τιμή συναλλάγματος, ἥτις, περιλαμβανομένων οἱωνδήποτε τελῶν ἤ ἐπιβαρύνσεων ἐπί μεταφορῶν συναλλάγματος, θά εἶναι δικαία καί λογική.

4. Συναλλαγματικοί περιορισμοί δέν θά ἐπιβάλλωνται ὑπό ἑκατέρου τῶν Συμβαλλομένων Μερῶν κατά τρόπον ἀνωφελῶς ἐπιζήμιον ἤ αὐθαιρέτως προκαλοῦντα δυσμενῆ διάκρισιν εἰς βάρος τῶν ἀπαιτήσεων, ἐπενδύσεων, μεταφορῶν, ἐμπορίου ἤ ἄλλων συμφερόντων τῶν πολιτῶν καί ἑταιρειῶν τοῦ ἑτέρου Μέρους οὔτε τῆς ἀνταγωνιστικῆς αὐτῶν θέσεως.

paragraph 3, of the present Treaty; (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise; and (c) amounts for amortization of loans, depreciation of direct investments, and capital transfers to the extent feasible, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawals shall be a rate which is specifically approved by the International Monetary Fund for such transactions or, in the absence of a rate so approved, an effective rate which, inclusive of any taxes or surcharges on exchange transfers, is just and reasonable.

4. Exchange restrictions shall not be imposed by either Party in a manner unnecessarily detrimental or arbitrarily discriminatory to the claims, investments, transport, trade, and other interests of the nationals and companies of the other Party, nor to the competitive position thereof.

5. Ὁ ὅρος "συναλλαγματικοί περιορισμοί" ὡς οὗτος χρησιμοποιεῖται ἐν τῷ παρόντι Ἄρθρῳ, περιλαμβάνει πάντας τούς περιορισμούς, κανονισμούς, βάρη, τέλη ἢ ἄλλας ὑποχρεώσεις, ἐπιβαλλομένους ὑφ' ἑκατέρου τῶν Συμβαλλομένων Μερῶν, οἵτινες ἐπιβαρύνουν ἢ παρακωλύουν πληρωμάς, ἐμβάσματα ἢ μεταφοράς κεφαλαίων ἢ πιστωτικῶν τίτλων μεταξύ τῶν ἐδαφῶν τῶν δύο Μερῶν.

6. Ἕκαστον τῶν Μερῶν θά παρέχῃ πάντοτε εἰς τό ἕτερον Μέρος ἐπαρκῆ εὐκαιρίαν πρός ἀνταλλάγήν σκέψεων ἐν σχέσει πρός τήν ἐφαρμογήν τοῦ παρόντος Ἄρθρου.

Ἄρθρον 16

1. Πολῖται ἑκατέρου τῶν Συμβαλλομένων Μερῶν, διαμένοντες ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου καί πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν, ἀσχολούμενοι μέ ἐμπόριον ἢ ἄλλας κερδοσκοπικάς ἐπιδιώξεις ἢ ἐπιδιδόμενοι εἰς ἐπιστημονικήν, ἐκπαιδευτικήν, θρησκευτικήν ἢ φιλανθρωπικήν δραστηριότητα, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, δέν θά ὑπόκεινται εἰς πληρωμήν φόρων, τελῶν ἢ βαρῶν ἐπιβαλλομένων ἢ καταλογιζομένων ἐπί εἰσοδήματος, κεφαλαίου, συναλλαγῶν, δραστηριοτήτων ἢ ἄλλου ἀντικειμένου ἢ εἰς διατυπώσεις βεβαιώσεως καί εἰσπράξεως αὐτῶν, ἐντός τῶν ἐδαφῶν

5. The term "exchange restrictions" as used in the present Article includes all restrictions, regulations, charges, taxes, or other requirements imposed by either Party which burden or interfere with payments, remittances, or transfers of funds or of financial instruments between the territories of the two Parties.

6. Each Party shall afford the other Party adequate opportunity for consultation at any time regarding application of the present Article.

Article XVI

1. Nationals of either Party residing within the territories of the other Party, and nationals and companies of either Party engaged in trade or other gainful pursuit or in scientific, educational, religious or philanthropic activities within the territories of the other Party, shall not be subject to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements, with respect to the levy and collection thereof, within the territories of such other Party,

τοῦ ἑτέρου Μέρους, ἐπαχθεστέρας ἐκείνων αἵτινες βαρύνουν τοὺς ὑπηκόους καὶ τὰς ἑταιρείας τοῦ ἑτέρου Μέρους.

2. Πολῖται καὶ ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἐν οὐδεμιᾷ περιπτώσει θὰ ὑπόκεινται, ἐντὸς τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, εἰς πληρωμὴν φόρων, τελῶν ἢ βαρῶν ἐπιβαλλομένων ἢ καταλογιζομένων ἐπὶ εἰσοδήματος, κεφαλαίου, συναλλαγῶν, δραστηριοτήτων ἢ ἄλλου ἀντικειμένου ἢ εἰς διατυπώσεις βεβαιώσεως καὶ εἰσπράξεως αὐτῶν ἐπαχθεστέρας ἐκείνων αἵτινες βαρύνουν τοὺς πολίτας, τοὺς ἐγκατεστημένους ἢ τὰς ἑταιρείας οἱασδήποτε τρίτης χώρας.

3. Εἰς ἣν περίπτωσιν ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἐπιδίδονται εἰς ἐμπόριον ἢ ἄλλην κερδοσκοπικὴν ἐπιδίωξιν ἐντὸς τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους καὶ εἰς ἣν περίπτωσιν πολῖται ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἐπιδίδονται εἰς ἐμπόριον ἢ ἄλλην κερδοσκοπικὴν ἐπιδίωξιν ἐντὸς τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, δὲν ἔχουν ὅμως τὴν μόνιμον κατοικίαν των ἐν αὐτοῖς, τὸ ἕτερον τοῦτο Μέρος δὲν θὰ ἐπιβάλλῃ ἢ καταλογίζῃ οἱονδήποτε φόρον, τέλος ἢ βάρος ἐπὶ οἱουδήποτε κεφαλαίου, προσόδου ἢ οἱασδήποτε ἄλλης βάσεως ἐπὶ πλέον τοῦ λογικῶς ἀντιστοιχοῦντος ἢ ἀναλογοῦντος εἰς τὰ ἐδάφη του. Ὁμοίως φορολογικαὶ ἀπαλλαγαὶ καὶ ἐκπτώσεις θὰ χορηγοῦνται κατὰ δικαίαν ἀναλο-

more burdensome than those borne by nationals and companies of such other Party.

2. Nationals and companies of either Party shall in no case be subject, within the territories of the other Party, to the payment of taxes, fees or charges imposed upon or applied to income, capital, transactions, activities or any other object, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country.

3. In the case of companies of either Party engaged in trade or other gainful pursuit within the territories of the other Party, and in the case of nationals of either Party engaged in trade or other gainful pursuit within the territories of the other Party but not resident therein, such other Party shall not impose or apply any tax, fee or charge upon any capital, income or other basis in excess of that reasonably allocable or apportionable to its territories. Tax exemptions and deductions shall likewise be

γίαν. Ἀνάλογοι κανόνες θά ἐφαρμόζωνται ὡσαύτως εἰς περίπτωσιν ἑταιρειῶν ὀργανωμένων καί λειτουργουσῶν ἀποκλειστικῶς διά ἐπιστημονικούς, μορφωτικούς, θρησκευτικούς ἤ φιλανθρωπικούς σκοπούς.

4. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἐπιφυλάσσει ἐν τοσούτῳ εἰς ἑαυτό τό δικαίωμα: (α) νά παρέχῃ εἰδικά πλεονεκτήματα ἐν σχέσει πρός φόρους, τέλη καί βάρη εἰς πολίτας, εἰς ἐγκατεστημένους καί εἰς ἑταιρείας πάσης τρίτης χώρας ἐπ'ἀμοιβαιότητι, ἐφ'ὅσον τοιαῦτα πλεονεκτήματα παρέχονται ὡσαύτως εἰς πολίτας, εἰς ἐγκατεστημένους καί εἰς ἑταιρείας τοῦ ἑτέρου Μέρους, (β) νά παραχωρῇ εἰς ὑπηκόους, εἰς ἐγκατεστημένους καί εἰς ἑταιρείας τρίτης χώρας εἰδικά πλεονεκτήματα δυνάμει συμφωνίας μετά τῆς χώρας ταύτης διά τήν ἀποφυγήν τῆς διπλῆς φορολογίας ἤ τήν ἀμοιβαίαν προστασίαν τοῦ εἰσοδήματος, καί (γ) νά παραχωρῇ εἰς τούς ἰδίους αὐτῆς πολίτας καί εἰς τούς ἐγκατεστημένους ἐξ ὁμόρων χωρῶν ἀπαλλαγάς προσωπικῆς φύσεως ὡς πρός τόν φόρον ἐπί τοῦ εἰσοδήματος καί τόν φόρον κληρονομίας εὐνοϊκωτέρας τῶν παρεχομένων εἰς ἄλλα μή μονίμως ἐγκατεστημένα πρόσωπα.

Ἄρθρον 17

1. Πολῖται καί ἑταιρεῖαι ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν ἐκ μέρους τοῦ ἑτέρου Μέρους μεταχειρίσεως ἐθνικῆς καί τῆς τοῦ μᾶλλον εὐνοουμένου κράτους ἐν σχέσει πρός πᾶν ζήτημα ἀφορῶν τάς εἰσαγωγάς ἤ τάς ἐξαγωγάς.

allowed according to an equitable apportionment. Comparable rules shall apply also in the case of companies organized and operated exclusively for scientific, educational, religious, or philanthropic purposes.

4. Each Party, however, reserves the right to: (a) extend specific advantages as to taxes, fees and charges to nationals, residents and companies of third countries on the basis of reciprocity, if such advantages are similarly extended to nationals, residents and companies of the other Party; (b) accord to nationals, residents and companies of a third country special advantages by virtue of an agreement with such country for the avoidance of double taxation or the mutual protection of revenue; and (c) accord to its own nationals and to residents of contiguous countries more favorable exemptions of a personal nature with respect to income taxes and inheritance taxes than are accorded to other nonresident persons.

Article XVII

1. Nationals and companies of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to all matters relating to importation and exportation.

2. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν θά παραχωρῇ τήν μεταχείρισιν τοῦ μᾶλλον εὐνοουμένου κράτους εἰς προϊόντα τοῦ ἑτέρου Μέρους κομιζόμενα ἐξ οἱουδήποτε τόπου καί δι'οἱουδήποτε μεταφορικοῦ μέσου, καί εἰς εἴδη προοριζόμενα δι'ἐξαγωγήν πρός τά ἐδάφη τοῦ ἑτέρου Μέρους, δι'οἱασδήποτε ὁδοῦ καί δι'οἱουδήποτε μεταφορικοῦ μέσου, εἰς πᾶν ὅ,τι ἀφορᾷ τελωνειακούς δασμούς καί ἄλλα βάρη καί ἐν σχέσει πρός οἱουσδήποτε ἄλλους κανονισμούς, ὅρους καί διατυπώσεις ἐπιβαλλομένους ἐπί τῶν εἰσαγωγῶν καί τῶν ἐξαγωγῶν ἤ ἐν σχέσει πρός ταύτας.

3. Οὐδέτερον τῶν Συμβαλλομένων Μερῶν θά ἐπιβάλῃ οἱανδήποτε ἀπαγόρευσιν ἤ περιορισμόν ἐπί τῆς εἰσαγωγῆς οἱουδήποτε προϊόντος τοῦ ἑτέρου Μέρους ἤ ἐπί τῆς ἐξαγωγῆς οἱουδήποτε εἴδους πρός τά ἐδάφη τοῦ ἑτέρου, οἱ ὁποῖοι:

(α) ἐάν ἐπιβάλλωνται δι'ὑγειονομικούς ἤ ἄλλους συνήθεις μή ἐμπορικῆς φύσεως λόγους ἤ πρός τόν σκοπόν τῆς προλήψεως ἀπατηλῶν ἤ δολίων τεχνασμάτων, αὐθαιρέτως μεροληπτοῦν πρός ὄφελος τῆς εἰσαγωγῆς ὁμοίου προϊόντος οἱασδήποτε τρίτης χώρας ἤ τῆς ἐξαγωγῆς ὁμοίου εἴδους πρός οἱανδήποτε τρίτην χώραν,

(β) ἐάν ἐπιβάλλωνται δι'ἄλλους λόγους, δέν ἐφαρμόζονται ἐξ ἴσου ἐπί τῆς

2. Each Party shall accord most-favored-nation treatment to products of the other Party, from whatever place and by whatever type of carrier arriving, and to articles destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, in all matters relating to customs duties and other charges, and with respect to all other regulations, requirements and formalities imposed on or in connection with imports and exports.

3. Neither Party shall impose any prohibition or restriction on the importation of any product of the other Party, or on the exportation of any article to the territories of the other Party, that

(a) if imposed on sanitary or other customary grounds of a non-commercial nature or in the interest of preventing deceptive or unfair practices, arbitrarily discriminates in favor of the importation of the like product of, or the exportation of the like article to, any third country;

(b) if imposed on other grounds, does not apply equally to the importation

εἰσαγωγῆς ὁμοίου προϊόντος ἐξ οἱασδήποτε τρίτης χώρας ἢ ἐπί τῆς ἐξαγωγῆς ὁμοίου εἴδους πρός οἱανδήποτε τρίτην χώραν;

(γ) ἐάν καθιεροῦν ποσοτικόν περιορισμόν, συνεπαγόμενον χορήγησιν ποσοστώσεως εἰς οἱανδήποτε τρίτην χώραν σχετικῶς πρός εἶδος διά τό ὁποῖον τό ἕτερον Μέρος ἐνδιαφέρεται σημαντικῶς, δέν παρέχουν εἰς τό ἐμπόριον τοῦ ἑτέρου Μέρους ἀνάλογον μερίδα ἐπί τοῦ συνόλου, εἰς ποσότητα ἢ ἀξίαν, ὅπερ ἡ χώρα αὕτη ἐπρομηθεύετο ἀπό τό ἕτερον Μέρος ἢ ἐπρομήθευεν εἰς τό ἕτερον Μέρος κατά προγενεστέραν ἀντιπροσωπευτικήν περίοδον, ὡς πρός τήν ὁποίαν περίοδον θά παρέχεται ἐκ μέρους τοῦ ἑτέρου Μέρους εὐκαιρία συζητήσεως, λαμβανομένων δεόντως ὑπ' ὄψιν οἱωνδήποτε εἰδικῶν παραγόντων ἐπηρεαζόντων τό ἐμπόριον τοῦ εἴδους τούτου.

4. Αἱ διατάξεις τοῦ παρόντος Ἄρθρου δέν ἔχουν ἐφαρμογήν ἐπί πλεονεκτημάτων παραχωρουμένων ὑφ' ἑκατέρου τῶν Συμβαλλομένων Μερῶν:

(α) εἰς τά προϊόντα τῆς ἰδίας αὐτοῦ ἁλιείας;

(β) πρός ὁμόρους χώρας ἐπί τῷ σκοπῷ διευκολύνσεως τοῦ μεθοριακοῦ ἐμπορίου, ἢ

(γ) δυνάμει τελωνειακῆς ἑνώσεως, τῆς ὁποίας ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἤθελε καταστῆ Μέλος. Ἐάν ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἀποφασίσῃ νά καταστῇ

of the like product of, or the exportation of the like article to, any third country;

(c) if a quantitative regulation involving allotment to any third country with respect to an article in which such other Party has an important interest, fails to afford to the commerce of such other Party a share proportionate to the amount, by quantity or value, supplied by or to such other Party during a previous representative period, regarding which opportunity for discussion will be afforded such other Party, due consideration being given to any special factors affecting the trade in the article

4. The provisions of the present Article shall not apply to advantages accorded by either Party:

(a) to products of its national fisheries;

(b) to adjacent countries in order to facilitate frontier traffic; or

(c) by virtue of a customs union of which either Party may become a member. If either Party decides to enter into a customs union, it shall keep the other

μέλος μιᾶς τελωνειακῆς ἑνώσεως ὀφείλει νά τηρήσῃ τό ἕτερον Μέρος ἐνήμερον τῶν προθέσεών του καί νά παράσχῃ εἰς τοῦτο ἐπαρκῆ εὐκαιρίαν δι'ἀνταλλαγήν ἀπόψεων ἐπί τοῦ προκειμένου.

Ἄρθρον 18

1. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν θά δημοσιεύσῃ ἀμελλητί νόμους, κανονισμούς καί διοικητικούς κανόνας γενικῆς ἐφαρμογῆς ἀφορῶντας τούς δασμούς, τέλη ἤ ἄλλα βάρη, τήν δασμολογικήν κατάταξιν εἰδῶν καί τούς ὅρους ἤ περιορισμούς ἐπί τῶν εἰσαγωγῶν καί ἐξαγωγῶν ἤ ἐπί τῆς μεταφορᾶς τῶν σχετικῶν μέσων πληρωμῆς, ὡς καί τούς ὅρους καί περιορισμούς τούς θίγοντας τήν πώλησιν, τήν διακίνησιν ἤ τήν χρησιμοποίησιν τῶν εἰσαγομένων ἤ ἐξαγομένων εἰδῶν. Οἱ ἀνωτέρω νόμοι, κανονισμοί καί κανόνες θά ἐφαρμόζωνται κατά τρόπον ὁμοιόμορφον, ἀμερόληπτον καί λογικόν. Κατά γενικόν κανόνα, νέοι διοικητικοί κανονισμοί ἀφορῶντες τάς εἰσαγωγάς δέν θά ἐφαρμόζωνται ἐπί ἐμπορευμάτων εὑρισκομένων καθ'ὁδόν κατά τόν χρόνον τῆς δημοσιεύσεως τῶν τοιούτων κανονισμῶν. Ἐάν ὅμως ἑκάτερον τῶν Συμβαλλομένων Μερῶν ἐξαρῇ συνήθως τῶν τοιούτων διοικητικῶν κανονιομῶν ἐμπορεύματα εἰσαχθέντα πρός ἀνάλωσιν ἤ τεθέντα εἰς ἀνάλωσιν ἐξ ἀποταμιεύσεως ἐντός χρονικῆς περιόδου 30 ἡμερῶν ἀπό τῆς ἡμερομηνίας δημοσιεύσεως τῶν ἐν λόγῳ κανονισμῶν, τό τοιοῦτον μέτρον θά θεωρεῖται ὡς πληροῦν τούς ὅρους τοῦ κανόνος τούτου. Ἐπί πλέον, ἡ ἀρχή αὕτη δέν θά ἐφαρμόζεται ἐπί κανονισμῶν ἐπιβαλλομένων διά λόγους

Party informed of its plans and shall afford such other Party adequate opportunity for an exchange of views thereon.

Article XVIII

1. Each Party shall promptly publish laws, regulations and administrative rulings of general application pertaining to rates of duty, taxes or other charges, to the classification of articles for customs purposes and to requirements or restrictions on imports and exports or the transfer of payments therefor, or affecting their sale, distribution or use. Such laws, regulations and rulings shall be administered in a uniform, impartial and reasonable manner. As a general practice, new administrative regulations affecting imports shall not apply to articles en route at the time of publication of such regulations; however, if either Party customarily exempts from such administrative regulations articles entered for consumption or withdrawn from warehouse for consumption during a period of 30 days after the date of publication of such regulations, such practice shall be considered as full compliance with this rule. This rule, moreover, shall not apply in the case of regulations imposed on sanitary grounds or for

ὑγιεινῆς ἢ δημοσίας ἀσφαλείας. Εἰς τὴν περίπτωσιν ποσοτικῶν κανονισμῶν τά μετά τήν ἡμερομηνίαν δημοσιεύσεως εἰσαγόμενα ἐμπορεύματα θά δύνανται νά ἐκπίπτωνται ἐκ τῆς ὑπό τῶν κανονισμῶν τούτων καθοριζομένης ποσοστώσεως, ἢ, ἐάν παραστῇ ἀνάγκη, ἐκ τῆς διά μίαν ἢ περισσοτέρας μεταγενεστέρας περιόδους καθορισθείσης ποσοστώσεως.

2. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν θά θεσπίσῃ δικαστικήν ἢ διοικητικήν διαδικασίαν βάσει τῆς ὁποίας πολῖται καί ἑταιρεῖαι τοῦ ἑτέρου Μέρους ὡς καί εἰσαγωγεῖς προϊόντων τοῦ ἑτέρου τούτου Μέρους, θά δύνανται νά παρέχουν πληροφορίας καί ἐπιχειρήματα καί νά ἐπιτυγχάνουν ταχεῖαν καί ἀμερόληπτον ἀναθεώρησιν καί διόρθωσιν σχετικῶν μέ τελωνειακά ζήτήματα διοικητικῶν ἐνεργειῶν, συμπεριλαμβανομένης τῆς ἐπιβολῆς προστίμων καί ποινῶν, ὡς καί κατασχέσεων καί ἀποφάσεων ἐπί ζητημάτων δασμολογικῆς κατατάξεως καί ἐκτιμήσεως ἐκ μέρους τῶν διοικητικῶν ἀρχῶν. Ποιναί ἐπιβαλλόμεναι διά παραβάσεις τῶν τελωνειακῶν καί ναυτιλιακῶν νόμων καί κανονισμῶν θά θεωροῦνται ἁπλῶς συμβολικαί εἰς περιπτώσεις ὀφειλομένας εἰς γραφικά σφάλματα ἢ ὅταν δύναται νά ἀποδειχθῇ καλή πίστις. Νοεῖται ὅτι αἱ διατάξεις διά τήν ἐπιβολήν ἁπλῶς συμβολικῶν ποινῶν δέν θά ἔχουν ἐφαρμογήν ἐπί ἀδικημάτων λαθρεμπορίας.

Ἄρθρον 19

1. Προϊόντα ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά τυγχάνουν, ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου

reasons of public safety. In the case of quantitative regulations, articles imported after the date of publication may be charged to any quota fixed by such regulations or, if necessary, to the quota fixed for one or more subsequent periods.

2. Each Party shall provide a judicial or administrative procedure under which nationals and companies of the other Party, and importers of products of such other Party, shall be able to present information and arguments and to obtain prompt and impartial review and correction of administrative action relating to customs matters, including the imposition of fines and penalties, confiscations, and rulings on questions of customs classification and valuation by the administrative authorities. Penalties imposed for infractions of the customs and shipping laws and regulations shall be merely nominal in cases resulting from clerical errors or when good faith can be demonstrated. It is understood that the provisions for imposition of merely nominal penalties do not extend to smuggling offenses.

Article XIX

1. Products of either Party shall be accorded, within the territories of the other

Μέρους, ἐθνικῆς μεταχειρίσεως καί μεταχειρίσεως τοῦ μᾶλλον εὐνοουμένου κράτους ἐπί παντός ζητήματος ἀφορῶντος εἰς τήν ἐσωτερικήν φορολογίαν, πώλησιν, διακίνησιν, ἀποθήκευσιν καί χρησιμοποίησιν αὐτῶν.

2. Εἴδη παραγόμενα ὑπό πολιτῶν καί ἑταιρειῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους ἤ ὑπό ἑταιρειῶν τοῦ τελευταίου τούτου Μέρους ἐλεγχομένων ὑπό πολιτῶν ἤ ἑταιρειῶν αὐτοῦ, θά τυγχάνουν μεταχειρίσεως οὐχί ὀλιγώτερον εὐνοϊκῆς τῆς ἐπιφυλασσομένης εἰς ὅμοια εἴδη ἐθνικῆς προελεύσεως, παραγωγῆς οἱουδήποτε προσώπου ἤ ἑταιρείας, ἐπί παντός ζητήματος ἀφορῶντος εἰς τήν ἐξαγωγήν, φορολογίαν, πώλησιν, διακίνησιν, ἀποθήκευσιν καί χρησιμοποίησιν αὐτῶν.

Ἄρθρον 20

Περιοδεύοντες ἔμποροι καί ἀντιπρόσωποι, ἀντιπροσωπεύοντες ὑπηκόους καί ἑταιρείας ἑκατέρου τῶν Συμβαλλομένων Μερῶν, ἀσχολούμενοι μέ ἐπιχειρήσεις ἐντός τῶν ἐδαφῶν αὐτῶν, θά τυγχάνουν, κατά τήν εἴσοδόν των εἰς τά ἐδάφη τοῦ ἑτέρου Μέρους, κατά τήν ἀναχώρησίν των ἐξ αὐτῶν καί κατά τήν διάρκειαν τῆς ἐν αὐτοῖς διαμονῆς των, μεταχειρίσεως τοῦ μᾶλλον εὐνοουμένου κράτους, ἐν σχέσει πρός τελωνειακά καί λοιπά ζητήματα, ὡς καί ἐν σχέσει, ὑπό τήν ἐπιφύλαξιν τῶν ἐξαιρέσεων τῆς παραγράφου 4 τοῦ Ἄρθρου 16 τῆς παρούσης Συνθήκης, πρός τά τέλη καί βάρη τά ἀφορῶντα αὐτούς, τά δείγματά των καί τήν λῆψιν παραγγελιῶν.

Party, national treatmont and most-favored-nation treatment in all matters affecting internal taxation, sale. distribution, storage and use.

2. Articles produced by nationals and companies of either Party within the territories of the other Party, or by companies of the latter Party controlled by such nationals and companies, shall be accorded therein treatment no less favorable than that accorded to like articles of national origin by whatever person or company produced, in all matters affecting exportation, taxation, sale, distribution, storage and use.

Article XX

Commercial travelers representing nationals and companies of either Party engaged in business within the territories thereof shall, upon their entry into and departure from the territories of the other Party and during their sojourn therein, be accorded most-favored-nation treatment in respect of the customs and other matters, including, subject to the exceptions in paragraph 4 of Article XVI of the present Treaty, taxes and charges applicable to them, their samples and the taking of orders.

Ἄρθρον 21

1. Μεταξύ τῶν ἐδαφῶν τῶν δύο Συμβαλλομένων Μερῶν θά ὑπάρχῃ ἐλευθερία ἐμπορίου καί ναυτιλίας.

2. Πλοῖα φέροντα τήν σημαίαν ἑκατέρου τῶν Συμβαλλομένων Μερῶν καί ἐφωδιασμένα μέ τά ἀπαιτούμενα ὑπό τῆς νομοθεσίας τοῦ Μέρους τούτου ἔγγραφα πρός ἀπόδειξιν τῆς ἐθνικότητος τοῦ πλοίου, θά θεωροῦνται πλοῖα τοῦ Μέρους τούτου τόσον εἰς τάς ἀνοικτάς θαλάσσας ὅσον καί ἐντός τῶν λιμένων, τῶν χώρων καί τῶν ὑδάτων τοῦ ἑτέρου Μέρους.

3. Ἐφ'ὅσον ἀμφότερα τά Μέρη ἐφαρμόζουν οὐσιωδῶς ὅμοια συστήματα καταμετρήσεως τῆς χωρητικότητος τῶν πλοίων, τά πιστοποιητικά χωρητικότητος τά ἐκδιδόμενα ὑφ'ἑκατέρου τῶν Συμβαλλομένων Μερῶν, θά γίνωνται δεκτά ὑπό τοῦ ἑτέρου Μέρους καί τά πλοῖα δέν θά ὑπόκεινται εἰς νέαν καταμέτρησιν εἰς τούς λιμένας τοῦ Μέρους τούτου.

4. Τά πλοῖα ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά εἶναι ἐλεύθερα, ἐπί ἴσοις ὅροις μέ πλοῖα τοῦ ἑτέρου Μέρους καί ἐπί ἴσοις ὅροις μέ πλοῖα οἱασδήποτε τρίτης χώρας, νά εἰσέρχωνται μέ τά φορτία των εἰς πάντας τούς λιμένας, τούς χώρους καί τά ὕδατα τοῦ ἑτέρου Μέρους τούς ἀνοικτούς εἰς τό ἐξωτερικόν ἐμπόριον καί τήν ναυτιλίαν. Τά πλοῖα ταῦτα καί τά φορτία των θά ἀπολαύουν ἀπό πάσης ἀπόψεως μεταχειρίσεως ἐθνικῆς καί τῆς τοῦ μᾶλλον εὐνοουμένου κράτους ἐντός τῶν λιμένων, τῶν χώρων καί τῶν ὑδάτων τοῦ ἑτέρου Μέρους.

Article XXI

1. Between the territories of the two Parties there shall be freedom of commerce and navigation.

2. Vessels under the flag of either Party, and carrying the papers required by its law in proof of nationality, shall be deemed to be vessels of that Party both on the high seas and within the ports, places and waters of the other Party.

3. So long as both Parties follow systems of tonnage measurement which are substantially similar, tonnage certificates issued by either Party, shall be accepted by the other Party, and vessels shall not be subject to new measurement in the ports of such Party.

4. Vessels of either Party shall have liberty, on equal terms with vessels of the other Party and on equal terms with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to foreign commerce and navigation. Such vessels and cargoes shall in all respects be accorded national treatment and most-favored-nation treatment within the ports, places and waters of such other Party.

5. Τά πλοῖα ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἀπολαύουν ἐκ μέρους τοῦ ἑτέρου Μέρους μεταχειρίσεως ἐθνικῆς καί τῆς τοῦ μᾶλλον εὐνοουμένου κράτους ἐν σχέσει μέ τό δικαίωμα τῆς μεταφορᾶς παντός εἴδους δεκτικοῦ θαλασσίας μεταφορᾶς πρός τά ἐδάφη καί ἐκ τῶν ἐδαφῶν τοῦ Μέρους τούτου. Τά εἴδη ταῦτα θά ἀπολαύουν μεταχειρίσεως οὐχί ὀλιγώτερον εὐνοϊκῆς τῆς παρεχομένης εἰς ὅμοια εἴδη μεταφερόμενα διά πλοίων τοῦ ἑτέρου Μέρους εἰς ὅ,τι ἀφορᾷ: (α) δασμούς καί βάρη παντός εἴδους, (β) τελωνειακήν μεταχείρισιν καί (γ) ἐπιδοτήσεις, ἐπιστροφάς δασμῶν καί ἄλλας προνομίας τοιαύτης φύσεως.

6. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν δύναται νά ἐπιφυλάσσῃ εἰς τά ἴδια αὐτοῦ πλοῖα ἀποκλειστικά δικαιώματα καί προνομίας ἐν σχέσει πρός τήν ἀκτοπλοΐαν, τήν ποταμοπλοΐαν, τήν ἐθνικήν ἁλιείαν καί τήν ἄσκησιν τῶν ναυτικῶν ὑπηρεσιῶν εἰς τούς λιμένας, ὅρμους καί παράλια, συμπεριλαμβανομένης τῆς ρυμουλκήσεως, πλοηγίας, διασώσεως καί ναυτικῆς βοηθείας. Ὁ ὅρος "ἀκτοπλοΐα" ὡς χρησιμοποιεῖται ἐν τῷ παρόντι Ἄρθρῳ θά θεωρῆται ὅτι περιλαμβάνει παντός τόπου θαλασσίαν μεταφοράν ἐκ λιμένων ἤ πρός λιμένας τοῦ αὐτοῦ Μέρους εἰδῶν ἅτινα, ἀνεξαρτήτως τῆς ἀρχικῆς των προελεύσεως καί τοῦ τελικοῦ των προορισμοῦ, μεταφόρτώνονται ἀμέσως ἤ ἐμμέσως εἰς λιμένας ἑκατέρου τῶν Συμβαλλομένων Μερῶν πρός μεταφοράν πρός ἕτερον λιμένα τοῦ αὐτοῦ Συμβαλλομένου Μέρους, δυνάμει φορτωτικῆς συνεχείας, ἤ ἀντιστρόφως, εἰδῶν ἅτινα φορτώνονται εἰς λιμένας ἑκατέρου τῶν Συμβαλλομένων Μερῶν πρός μεταφοράν

5. Vessels of either Party shall be accorded by the other Party national treatment and shall enjoy most-favored-nation treatment with respect to the right to carry any articles, capable of being carried by sea, to or from the territories of such other Party. Such articles shall be accorded treatment no less favorable than that accorded to like articles carried in vessels of such other Party with respect to: (a) duties and charges of all kinds; (b) customs administration; and (c) bounties, drawbacks and other privileges of this nature.

6. Each Party may reserve exclusive rights and privileges to its own vessels with respect to coasting trade, inland navigation, national fisheries and operating maritime services in ports, havens and seaboards, including towage, pilotage, salvage and rescue services. The term "coasting trade" as used in the present Article shall be deemed to include all types of sea transport to and from ports of the same Party in respect of articles which, regardless of their initial origin and ultimate destination, are transshipped directly or indirectly at ports of either Party for carrying to another port of the same Party on the basis of a through bill of lading, or conversely articles loaded at ports of either Party for carrying to another port of

εἰς ἕτερον λιμένα τοῦ αὐτοῦ Συμβαλλομένου Μέρους πρὸς τὸν σκοπὸν μεταφορτώσεως ἀμέσου ἢ ἐμμέσου μὲ προορισμὸν τὸ ἐξωτερικὸν δυνάμει φορτωτικῆς συνεχείας. Αἱ αὐταὶ ἀρχαὶ θὰ ἐφαρμόζωνται ἐπίσης ἐπὶ ἐπιβατῶν κατόχων εἰσιτηρίων συνεχείας.

Ἄρθρον 22

1. Πλοῖα ἑκατέρου τῶν Συμβαλλομένων Μερῶν εὑρισκόμενα ἐν κινδύνῳ θὰ ἐπιτρέπεται νὰ καταφεύγουν εἰς τὸν πλησιέστερον λιμένα ἢ ὅρμον τοῦ ἑτέρου Μέρους καὶ θὰ τυγχάνουν φιλικῆς μεταχειρίσεως καὶ βοηθείας. Πλοῖα ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἐξαναγκαζόμενα, λόγῳ κακοκαιρίας ἢ ζημιῶν, νὰ καταφεύγουν εἰς λιμένα τοῦ ἑτέρου Μέρους, θὰ ἐπιτρέπεται νὰ ἐπισκευάζωνται, νὰ ἐφοδιάζωνται καὶ νὰ ἀποπλέουν, χωρὶς νὰ ἐπιβαρύνωνται μὲ δικαιώματα καὶ τέλη ἄλλα πλὴν ἐκείνων τὰ ὁποῖα κανονικῶς καταβάλλονται εἰς ὁμοίας περιπτώσεις ὑπὸ πλοίων τοῦ Μέρους τούτου. Ἐν ᾧ ὅμως περιπτώσει ὁ πλοίαρχος τοῦ σκάφους εὑρίσκεται εἰς τὴν ἀνάγκην νὰ πωλήσῃ μέρος τοῦ ἐμπορεύματος τοῦ πλοίου πρὸς ἀντιμετώπισιν τῶν δαπανῶν του, θὰ ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τοὺς κανονισμοὺς καὶ τὸ δασμολόγιον τοῦ Μέρους εἰς ὃ ἔχει καταφύγει.

2. Εἰς ἣν περίπτωσιν πλοῖον ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἤθελεν ἐξωκείλει ἢ ναυαγήσει ἐντὸς τῶν χωρικῶν ὑδάτων τοῦ ἑτέρου, τὸ πλοῖον τοῦτο, ὡς καὶ ὅλα τὰ μέρη καὶ ἐξαρτήματα αὐτοῦ, ὡς καὶ οἱαδήποτε διασωθέντα ἐμπορεύματα καὶ ἀντικείμενα, συμπεριλαμβανομένων καὶ τῶν ριφθέντων εἰς τὴν θάλασσαν, ἢ τὸ προϊὸν τῆς ἐκποιήσεως αὐτῶν,

the same Party for the purpose of being transshipped directly or indirectly to a foreign destination on the basis of a through bill of lading. The same principles shall apply also to travelers holding through tickets.

Article XXII

1. Vessels of either Party that are in distress shall be permitted to take refuge in the nearest port or haven of the other Party, and shall receive friendly treatment and assistance. Vessels of either Party forced to take refuge, because of bad weather or damage, in a port of the other Party, shall be permitted to undergo repairs, obtain supplies and leave again, without being charged any fees and dues other than those normally paid in like circumstances by vessels of that Party. However, in the event the master of the vessel should find it necessary to sell a portion of the vessel's cargo for the purpose of defraying expenses, he shall be required to comply with the regulations and the import tariff of the place of refuge.

2. In the event a vessel of either Party should run aground or be wrecked in the territorial waters of the other Party, such vessel, as well as all parts and equipment thereof, and any goods and articles salvaged or rescued, including jetsam, or the proceeds from the sale thereof,

ὡς ἐπίσης καί ὅλα τά ἔγγραφα τοῦ πλοίου τά ἀνασυρθέντα ἐκ τοῦ οὕτω ναυαγήσαντος ἤ ἐξωκείλαντος πλοίου, θά παραδίδωνται, ἐπί τῇ αἰτήσει των, εἰς τούς ἰδιοκτήτας τοῦ πλοίου, ἤ τούς ἰδιοκτήτας τοῦ φορτίου καί τῶν λοιπῶν εἰδῶν, ἤ εἰς τούς πράκτορας αὐτῶν. Ἐν ἀπουσίᾳ ἰδιοκτητῶν ἤ πρακτόρων ἐπί τόπου, τό πλοῖον, τό φορτίον καί τά λοιπά ἀντικείμενα ἐφ'ὅσον ἀνήκουσι εἰς πολίτην τοῦ Μέρους τῆς σημαίας τοῦ πλοίου, θά παραδίδωνται εἰς προξενικόν ὑπάλληλον τοῦ Μέρους τούτου εἰς τοῦ ὁποίου τήν περιφέρειαν ἐναυάγησεν ἤ ἐξώκειλε τό πλοῖον, ὑπό τόν ὅρον ὅτι τά ἔγγραφα ταῦτα ἤθελον ζητηθῇ ἐντός τῆς ὑπό τῶν νόμων καί κανονισμῶν τοῦ Μέρους τούτου ὁριζομένης προθεσμίας. Ἡ Προξενική αὕτη Ἀρχή, οἱ ἰδιοκτῆται ἤ οἱ πράκτορες θά καταβάλλουν μόνον τάς πραγματοποιηθείσας διά τήν διάσωσιν τοῦ πλοίου καί τοῦ φορτίου του δαπάνας, συμπεριλαμβανομένων τῶν σώστρων ἤ ἄλλων δαπανῶν, ἅς θά κατέβαλε ἐθνικόν πλοῖον εἰς παρομοίαν περίπτωσιν ἀπωλείας ἤ προσαράξεως. Τά διασωζόμενα ἐμπορεύματα δέν θά ὑπόκεινται εἰς πληρωμήν οἱωνδήποτε τελωνειακῶν δασμῶν ἐκτός ἄν ἤθελον δηλωθῇ πρός ἀνάλωσιν ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους. Ἐμπορεύματα ὅμως μή τεθέντα εἰς ἀνάλωσιν δύνανται νά ὑπόκεινται εἰς μέτρα διά τήν προστασίαν τῶν δημοσίων ἐσόδων ἀναφορικῶς μέ τοιαῦτα ἐμπορεύματα μέχρι τῆς ἐξαγωγῆς των ἐκ τῆς χώρας ἐντός τῶν ὑπό τῶν κειμένων νόμων καί κανονισμῶν προβλεπομένων προθεσμιῶν. Ἡ ἐφαρμογή τῆς παρούσης παραγράφου θά ὑπόκειται εἰς τά νόμιμα δικαιώματα καί τάς νομίμους ἀπαιτήσεις τοῦ ναυαγοσώστου.

and also all ship's documents recovered from the vessel so wrecked or stranded, shall be delivered, on request, to the owners of the vessel, or the owners of the cargo and other articles, or their agents. In the absence of such owners or agents on the spot, the vessel, cargo and other articles, if the property of a national of the Party whose flag the vessel flies, shall be delivered to a Consular officer of such Party within whose district the vessel was wrecked or stranded, provided such documents shall be claimed by the aforesaid officers within the period of time provided by the laws and regulations of that Party. Such Consular officers, owners or agents shall pay only the expenses incurred in saving the vessel and its cargo, including salvage or other fees, which a national vessel would have paid in like circumstances of loss or stranding. Goods salvaged shall be subject to the payment of no customs duties unless such goods be declared for consumption within the territories of the other Party; but goods not entered for consumption may be subject to measures for the protection of the revenue in relation to such goods, pending their exit from the country within the time limits provided by applicable laws and regulations. The application of the present paragraph shall be subject to the lawful rights and claims of a salvor.

3. Ἐάν, λόγῳ κακοκαιρίας, πλοῖα ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἤθελον καταφύγει εἰς λιμένα ἢ ὅρμον τοῦ ἑτέρου Μέρους, ἢ ἤθελον ναυαγήσει ἢ ἐξωκείλει αἱ ἁρμόδιαι Προξενικαὶ Ἀρχαί, ἐν ἀπουσίᾳ τοῦ ἰδιοκτήτου ἢ τοῦ πλοιάρχου τοῦ πλοίου ἢ ἄλλου τινος πράκτορος τοῦ ἰδιοκτήτου, ἢ παρόντος καὶ τῇ αἰτήσει ἑνός τούτων, θά δικαιοῦνται νά παρέχουν εἰς τούς πολίτας τῆς χώρας των πᾶσαν ἀναγκαίαν συνδρομήν. Ἐάν πλοῖον ἑκατέρου τῶν Συμβαλλομένων Μερῶν βυθισθῇ ἐντός λιμένος ἢ ἀποτελῇ κίνδυνον διά τήν ναυσιπλοΐαν ἐντός τῶν χωρικῶν ὑδάτων τοῦ ἑτέρου Μέρους, αἱ Ἀρχαί τοῦ ἑτέρου τούτου Μέρους δύνανται νά διατάσσουν τήν λῆψιν μέτρων τά ὁποῖα ἤθελον αὗται κρίνει ἀναγκαῖα πρός πρόληψιν ζημιῶν αἵτινες θά ἠδύναντο ἄλλως νά ἐπενεχθοῦν ὑπό οὕτω ναυαγήσαντος πλοίου εἰς τήν λειτουργίαν τοῦ λιμένος ἢ εἰς ἄλλα πλοῖα.

4. Εἰς ὅλους τούς λιμένας τῆς Ἑλλάδος οἱ πλοίαρχοι ὅλων τῶν ὑπό σημαίαν τῶν Ἡνωμένων Πολιτειῶν πλοίων καί ἀμοιβαίως εἰς ὅλους τούς λιμένας τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς οἱ πλοίαρχοι ὅλων τῶν ὑπό ἑλληνικήν σημαίαν πλοίων, ὧν τά πληρώματα ἤθελον παύσει νά εἶναι πλήρως συγκεκροτημένα λόγῳ ἀσθενείας ἢ δι'οἱανδήποτε ἄλλην αἰτίαν, θά δικαιοῦνται νά ναυτολογοῦν τούς ἀναγκαίους πρός συνέχισιν τοῦ ταξειδίου ναυτικούς.

5. Προξενικαί Ἀρχαί, ἑκατέρου τῶν Συμβαλλομένων Μερῶν ὁπουδήποτε ὑπάρχουν τοιαῦται ἐντός τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους, θά τυγχάνουν τῇ αἰτήσει

3. If, due to bad weather, vessels of either Party should take refuge in a port or haven of the other Party, or should be wrecked or stranded, the appropriate Consular officers shall be permitted, in the absence of the owner or of the master of the vessel or of another agent of the owner, or in the presence and at the request of any one of them, to extend to nationals of their country such assistance as may be necessary. If a vessel of either Party is wrecked within a port or constitutes a navigational hazard within the territorial waters of the other Party, the authorities of such other Party may order measures to be taken which they consider necessary with a view to preventing damage that might otherwise be caused by such wrecked vessel to port facilities or to other vessels.

4. In all ports of Greece the masters of all ships under United States flag, and reciprocally in all ports of the United States of America the masters of all ships under Greek flag, whose crews shall have ceased to be fully constituted on account of illness or for any other cause, shall be permitted to engage such seamen as may be necessary for the continuation of the voyage.

5. Consular officers, wherever such officers of either Party are available within the territories of the other Party, shall at

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των ἐκ μέρους τῶν ἐπιτοπίων ἀρχῶν τῆς ἀπαιτουμένης βοηθείας πρός ἐκτέλεσιν, συμφώνως πρός τούς κειμένους ἐπιτοπίους νόμους καί κανονισμούς, τῶν καθηκόντων των σχετικῶς πρός τήν τήρησιν τῆς πειθαρχίας καί τάξεως ἐπί τῶν πλοίων. Διαφοραί μεταξύ τῶν μελῶν τῶν πληρωμάτων τῶν πλοίων ἑκατέρου τῶν Συμβαλλομένων Μερῶν σχετικαί πρός τάς συμβάσεις ἐργασίας των, πλήν τῆς περιπτώσεως καθ'ἣν αἱ ἁρμόδιαι δικαστικαί ἀρχαί ἤθελον τυχόν ἐπιληφθῇ, θά ἐπιλύωνται ὑπό τῶν Προξενικῶν Ἀρχῶν τῆς σημαίας τοῦ πλοίου.

6. Ναυτικοί, οἵτινες εἶναι πολῖται ἑκατέρου τῶν Συμβαλλομένων Μερῶν, θά δύνανται νά ἀποστέλλωνται εἰς λιμένας τοῦ ἑτέρου τῶν Συμβαλλομένων Μερῶν πρός ἐπάνδρωσιν ἐθνικῶν πλοίων, μερίμνῃ τῆς Προξενικῆς Ἀρχῆς, εἴτε μεμονωμένως εἴτε καθ'ὁμάδας βάσει ναυτικῶν φυλλαδίων ἐπεχόντων θέσιν διαβατηρίων. Ὁμοίως εἰς πολίτας ἑκατέρου τῶν Συμβαλλομένων Μερῶν θά ἐπιτρέπεται ἡ διέλευσις διά τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους κατά τήν μετάβασίν των πρός ναυτολόγησιν ἢ παλιννόστησιν βάσει ναυτικῶν φυλλαδίων ἐπεχόντων θέσιν διαβατηρίων.

their request be accorded by the local authorities such assistance as they may need for carrying out, in accordance with the applicable local laws and regulations, their duties with respect to the maintenance of discipline and order aboard vessels. Disputes among members of the crews of vessels of either Party relating to their employment contracts shall, except as the competent judicial authorities may assume jurisdiction, be decided by Consular officers of the country whose flag the vessel flies.

6. Nationals of either Party who are seamen may be sent to ports of the other Party to join national vessels, in care of Consular officers, either individually or in groups on the basis of seamen's papers used in lieu of passports. Likewise nationals of either Party shall be permitted to travel through the territory of the other Party on their way to join vessels or to be repatriated on the basis of seamen's papers used in lieu of passports.

Ἄρθρον 23

1. Ἡ παροῦσα Συνθήκη δέν θά ἀποκλείῃ τήν ἐφαρμογήν μέτρων:

(α) ρυθμιζόντων τήν εἰσαγωγήν καί ἐξαγωγήν χρυσοῦ καί ἀργύρου,

(β) ἀφορώντων διασπάσιμα ὑλικά, ραδιοενεργά ὑποπροϊόντα ἐκ τῆς χρησιμοποιήσεως ἤ ἐπεξεργασίας αὐτῶν, ἤ ὕλας ἀποτελούσας πηγήν διασπασίμων ὑλικῶν,

(γ) ρυθμιζόντων τήν παραγωγήν ἤ τό ἐμπόριον ὅπλων, πυρομαχικῶν καί πολεμικῶν ὀργάνων ἤ τό ἐμπόριον ἄλλων ὑλικῶν, τό διεξαγόμενον ἀμέσως ἤ ἐμμέσως πρός τόν σκοπόν ἐφοδιασμοῦ στρατιωτικῆς ἐγκαταστάσεως,

(δ) ἀναγκαίων διά τήν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἑνός τῶν Συμβαλλομένων Μερῶν πρός διατήρησιν ἤ ἀποκατάστασιν τῆς Διεθνοῦς εἰρήνης καί ἀσφαλείας ἤ ἀναγκαίων διά τήν προστασίαν τῶν οὐσιωδῶν αὐτοῦ συμφερόντων ἀσφαλείας,

(ε) ἀφορώντων τήν ἐξαγωγήν ἀντικειμένων, ἡ ἀξία τῶν ὁποίων ἀπορρέει πρωτίστως ἐκ τῆς ἰδιότητός των ὡς ἔργων τέχνης ἤ ὡς ἀρχαιοτήτων, ἤ ἐκ τῆς σχέσεώς των πρός τήν ἐθνικήν ἱστορίαν, καί τά ὁποῖα δέν θεωροῦνται κατά γενικόν κανόνα ὡς ἐμπορεύσιμα εἴδη, καί

Article XXIII

1. The present Treaty shall not preclude the application of measures:

(a) regulating the importation or exportation of gold or silver;

(b) relating to fissionable materials, to radioactive byproducts of the utilization or processing thereof, or to materials that are the source of fissionable materials;

(c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;

(d) necessary to fulfill the obligations of a Party for the maintenance or restoration of international peace and security, or necessary to protect its essential security interests;

(e) relating to the export of articles whose value arises primarily from their nature as works of art or antiques or from their relationship to the nation's history and which as a matter of general rule are not considered as items of trade; and

(ζ) ἀπαγορευόντων τήν παραχώρησιν τῶν ὠφελημάτων τῆς παρούσης Συνθήκης εἰς οἱανδήποτε ἑταιρείαν, ἔστω καί ἐάν αὕτη ἔχῃ τήν ἰθαγένειαν τῆς ἑτέρας χώρας, ἐφόσον ἡ κυριότης ἤ ἡ διεύθυνσις αὐτῆς ἐλέγχονται ὑπό πολιτῶν ἤ ἑταιρειῶν τρίτης τινός χώρας. Οὐχ' ἧττον, ἐξαιροῦνται τῶν περιοριστικῶν διατάξεων τοῦ παρόντος ἐδαφίου αἱ διατάξεις τῆς παρούσης Συνθήκης αἱ ἀφορῶσαι εἰς τήν ἀναγνώρισιν τῆς νομικῆς ὑποστάσεως τῶν ἀλλοδαπῶν ἑταιρειῶν καί εἰς τήν ἐπί δικαστηρίῳ παράστασιν αὐτῶν.

2. Μή θιγομένης τῆς ἀρχῆς τῆς ἐθνικῆς μεταχειρίσεως, καθ'ὅσον ἀφορᾷ αὕτη εἰς ὑφισταμένας ἐπιχειρήσεις ἤ εἰς ἐπιχειρήσεις τάς ὁποίας ἕν τῶν Συμβαλλομένων Μερῶν ἤθελεν ἐπιτρέψει νά ἐγκατασταθοῦν ἐφεξῆς, αἱ διατάξεις τοῦ Ἄρθρου 12, παρ. Ι καί τοῦ Ἄρθρου 13, παρ. Ι, τῆς παρούσης Συνθήκης θά ὑπόκεινται εἰς τό δικαίωμα ἑκατέρου τῶν Συμβαλλομένων Μερῶν νά ἀρνοῦνται τήν χορήγησιν ἀδείας εἰς τραπεζιτικάς ἐπιχειρήσεις, μή ἀνηκούσας ἤ μή ἐλεγχομένας ὑπό πολιτῶν αὐτοῦ, νά ἱδρύουν ἐφεξῆς ἐπιχείρησιν μεσεγγυητικήν ἤ καταθέσεων ἐκτός τῆς περιπτώσεως καταθέσεων ἀποτελουσῶν συνάρτησιν τῶν μετά τοῦ ἐξωτερικοῦ ἤ τῶν διεθνῶν αὐτῶν συναλλαγῶν.

(f) denying the advantages of the present Treaty to any company, even though it may have the nationality of the other Party, as long as ownership or direction of the company is controlled by nationals or companies of a third country. However, the provisions of the present Treaty relating to the juridical status of foreign companies and their appearance in court, are exempted from the limiting provisions of the present subparagraph.

2. Without prejudice to the principle of national treatment as it relates to existing enterprises or enterprises which a Party may permit to be established hereafter, the provisions of Article XII, paragraph 1, and Article XIII, paragraph 1 of the present Treaty, shall be subject to the right of either Party to deny authorization to banking enterprises, not owned or controlled by its nationals, to initiate hereafter a fiduciary or depository business, except with regard to deposits incidental to their foreign or international business.

3. Αἱ περὶ μεταχειρίσεως τοῦ μᾶλλον εὐνοουμένου κράτους διατάξεις τῆς παρούσης Συνθήκης αἱ ἀφορῶσαι εἰς τὴν μεταχείρισιν τῶν ἐμπορευμάτων, δὲν θὰ ἔχουν ἐφαρμογὴν ἐπὶ ὠφελημάτων παρεχομένων ὑπὸ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἢ τῶν Ἐδαφῶν καὶ τῶν κτήσεων αὐτῶν πρὸς ἀλλήλας, πρὸς τὴν Δημοκρατίαν τῆς Κούβας, πρὸς τὴν Δημοκρατίαν τῶν Φιλιππίνων, πρὸς τὸ ὑπὸ ἐντολὴν Ἔδαφος τῶν Νήσων τοῦ Εἰρηνικοῦ, πρὸς τὴν Ζώνην τῆς Διώρυγος τοῦ Παναμᾶ ἢ πρὸς τὸ Πόρτο-Ρίκο, ἀνεξαρτήτως πάσης ἀλλαγῆς ἥτις θὰ ἠδύνατο νὰ ἐπέλθῃ εἰς τὸ πολιτικὸν καθεστὼς τοῦ τελευταίου τούτου.

4. Αἱ διατάξεις τῆς παρούσης Συνθήκης αἱ ἀφορῶσαι εἰς τὴν μεταχείρισιν ἐμπορευμάτων δὲν ἀποκλείουν, δι' ἕκαστον τῶν Συμβαλλομένων Μερῶν, ἐνέργειαν ἐπιβαλλομένην ἢ εἰδικῶς ἐπιτρεπομένην ὑπὸ τῆς Γενικῆς Συμφωνίας Δασμῶν καὶ Ἐμπορίου, ἐφ' ὅσον χρόνον τὸ προβαῖνον εἰς τὴν τοιαύτην ἐνέργειαν Μέρος τυγχάνει συμβαλλόμενον μέρος εἰς τὴν Γενικὴν Συμφωνίαν. Ὁμοίως αἱ περὶ μεταχειρίσεως τοῦ μᾶλλον εὐνοουμένου κράτους διατάξεις τῆς παρούσης Συνθήκης δὲν θὰ ἐφαρμόζωνται ἐπὶ τῶν εἰδικῶν ὠφελημάτων τῶν παρεχομένων δυνάμει τῆς προρρηθείσης Γενικῆς Συμφωνίας.

5. Μὴ θιγομένων τῶν ὑποχρεώσεων ἑκατέρου τῶν Συμβαλλομένων Μερῶν, δυνάμει ἄλλης διεθνοῦς Συμφωνίας, αἱ περὶ τοῦ μᾶλλον εὐνοουμένου κράτους διατάξεις τῆς παρούσης Συνθήκης, αἱ ἀφορῶσαι εἰς τὴν μεταχείρισιν ἀγαθῶν δὲν θὰ παρεμποδίζουν ἑκάτερον τῶν Συμβαλλομένων Μερῶν νὰ ἐφαρμόζῃ μέτρα τὰ ὁποῖα ἤθελον θεωρηθῇ ἀναγκαῖα διὰ τὴν

3. The most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not apply to advantages accorded by the United States of America or its Territories and possessions to one another, to the Republic of Cuba, to the Republic of the Philippines, to the Trust Territory of the Pacific Islands, to the Panama Canal Zone, or to Puerto Rico regardless of any change that may take place in its political status.

4. The provisions of the present Treaty relating to the treatment of goods shall not preclude action by either Party which is required or specifically permitted by the General Agreement on Tariffs and Trade [1] during such time as the Party taking such action is a contracting party to the General Agreement. Similarly, the most-favored-nation provisions of the present Treaty shall not apply to the special advantages accorded by virtue of the aforesaid General Agreement.

5. Without prejudice to the obligations of either Party under any other international agreement, the most-favored-nation provisions of the present Treaty relating to the treatment of goods shall not prevent either Party from applying measures which may be deemed necessary

[1] Treaties and Other International Acts Series 1700; 61 Stat., pts. 5 and 6.

χρησιμοποίησιν ἀποθεμάτων μή μετατρεψίμου συναλλάγματος πρός δικνέργειαν εἰσαγωγῶν.

6. Ἡ παροῦσα Συνθήκη οὐδέν παρέχει δικαίωμα ἐπιδόσεως εἰς πολιτικάς ἐνεργείας.

7. Αἱ διατάξεις τοῦ Ἄρθρου 14, παράγραφος 4, ἐδάφια (β) καί (γ) καί τοῦ Ἄρθρου 21, παράγραφος 5, τῆς παρούσης Συνθήκης, δέν θά ἔχουν ἐφαρμογήν ἐπί τῶν ταχυδρομικῶν ὑπηρεσιῶν.

Ἄρθρον 24

1. Ὁ ὅρος "ἐθνική μεταχείρισις" σημαίνει μεταχείρισιν παρεχομένην ἐντός τῶν ἐδαφῶν ἑνός τῶν Συμβαλλομένων Μερῶν ὑπό ὅρους οὐχί ὀλιγώτερον εὐνοϊκούς ἀπό τήν μεταχείρισιν τήν παρεχομένην ἐντός τῆς χώρας ταύτης, εἰς παρομοίας περιπτώσεις, εἰς πολίτας, ἑταιρείας, προϊόντα, πλοῖα καί ἄλλα ἀντικείμενα τοῦ Μέρους τούτου κατά τήν περίπτωσιν. Ὁ ὅρος δέν συνεπάγεται ἀπαλλαγήν ἐκ τῶν νόμων καί κανονισμῶν ἑνός Μέρους τῶν ἐφαρμοζομένων ἀδιακρίτως εἰς πολίτας, ἑταιρείας, προϊόντα, πλοῖα ἤ ἄλλα ἀντικείμενα, κατά τήν περίστασιν, ἀμφοτέρων τῶν Μερῶν.

for the utilization of reserves of non-convertible exchange for the purpose of effecting imports.

6. The present Treaty does not accord any rights to engage in political activities.

7. The provisions of Article XIV, paragraph 4, subparagraphs (b) and (c), and of Article XXI, paragraph 5 of the present Treaty, shall not apply to postal services.

Article XXIV

1. The term "national treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of such Party. The term does not imply immunity from the laws and regulations of a Party which apply in a non-discriminatory manner to nationals, companies, products, vessels, or other objects, as the case may be, of both Parties.

2. Ὁ ὅρος "μεταχείρισις τοῦ μᾶλλον εὐνοουμένου κράτους" σημαίνει μεταχείρισιν παρεχομένην ἐντὸς τῶν ἐδαφῶν ἑνὸς τῶν Συμβαλλομένων Μερῶν ὑπὸ ὅρους οὐχὶ ὀλιγώτερον εὐνοϊκοὺς ἀπὸ τὴν μεταχείρισιν τὴν παρεχομένην ἐντὸς τῆς χώρας ταύτης, εἰς παρομοίας περιπτώσεις, εἰς πολίτας, ἑταιρείας, προϊόντα, πλοῖα ἢ ἄλλα ἀντικείμενα, κατὰ τὴν περίπτωσιν, οἱασδήποτε ἄλλης χώρας.

3. Ὁ ὅρος "ἑταιρεῖαι" ὡς χρησιμοποιεῖται ἐν τῇ παρούσῃ Συνθήκῃ, σημαίνει ἀνωνύμους, ὁμορρύθμους καὶ ἑτερορρύθμους ἑταιρείας καὶ ἄλλους συνεταιρισμοὺς περιωρισμένης καὶ ἀπεριορίστου εὐθύνης ἀνεξαρτήτως τοῦ ἐάν ἀποβλέπουν ἢ ὄχι εἰς χρηματικὸν κέρδος. Ἑταιρεῖαι συσταθεῖσαι δυνάμει τῶν ἐντὸς τῶν ἐδαφῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν ἰσχυόντων νόμων καὶ κανονισμῶν, θὰ θεωροῦνται ἑταιρεῖαι τοῦ Μέρους τούτου καὶ θὰ ἀναγνωρίζεται ἡ νομικὴ αὐτῶν ὑπόστασις ἐντὸς τῶν ἐδαφῶν τοῦ ἑτέρου Μέρους.

4. Ἡ ὑπὸ τῆς παρούσης Συνθήκης εἰς ἑταιρείας τοῦ Βασιλείου τῆς Ἑλλάδος παρεχομένη ἐθνικὴ μεταχείρισις ἐντὸς οἱασδήποτε Πολιτείας, Ἐδάφους ἢ κτήσεως τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς θὰ εἶναι ἡ ἐντὸς αὐτῶν παρεχομένη

2. The term "most-favored-nation treatment" means treatment accorded within the territories of a Party upon terms no less favorable than the treatment accorded therein, in like situations, to nationals, companies, products, vessels or other objects, as the case may be, of any third country.

3. As used in the present Treaty, the term "companies" means corporations, partnerships, companies and other associations, whether or not with limited liability and whether or not for pecuniary profit. Companies constituted under the applicable laws and regulations within the territories of either Party shall be deemed companies thereof and shall have their juridical status recognized within the territories of the other Party.

4. National treatment accorded under the provisions of the present Treaty to companies of the Kingdom of Greece shall, in any State, Territory or possession of the United States of America, be the treat-

μεταχείρισις εἰς ἑταιρείας ἱδρυθείσας ἢ ὀργανωθείσας ἐντός ἄλλων Πολιτειῶν, Ἐδαφῶν ἢ κτήσεων τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

5. Ὁ ὅρος "προσφυγή" ὡς οὗτος χρησιμοποιεῖται ἐν τῷ Ἄρθρῳ 6, παράγραφος Ι τῆς παρούσης Συνθήκης, περιλαμβάνει σύν τοῖς ἄλλοις, διορισμόν συνηγόρου καί ἀπαλλαγήν τῶν πολιτῶν ἑκατέρου τῶν Συμβαλλομένων Μερῶν τῆς ὑποχρεώσεως ἐγγυοδοσίας τόσον διά τά ἔξοδα τῆς δίκης ὅσον καί διά τήν ἐκπλήρωσιν τῆς ἐπιβληθησομένης εἰς τούτους διά δικαστικῆς ἀποφάσεως ὑποχρεώσεως, ὑπό τούς αὐτούς ὅρους τούς ἐφαρμοζομένους ἐπί τῶν πολιτῶν τοῦ ἑτέρου Μέρους καί τῶν πολιτῶν οἱασδήποτε τρίτης χώρας.

6. Ὁ ὅρος "ὀρυκτός" ὡς οὗτος χρησιμοποιεῖται ἐν Ἄρθρῳ 12, παράγραφος 2(β) θά ἀναφέρεται εἰς πετρέλαια ὡς καί εἰς ἄλλα μεταλλεύματα.

7. Ὁ ὅρος "προϊόντα τοῦ" ὡς οὗτος χρησιμοποιεῖται ἐν τῇ παρούσῃ Συνθήκῃ σημαίνει "εἴδη γεωργικῆς καί βιομηχανικῆς παραγωγῆς τοῦ".

8. Ὁ ὅρος "πλοῖα" ὡς οὗτος χρησιμοποιεῖται ἐν τῇ παρούσῃ Συνθήκῃ σημαίνει παντός τύπου πλοῖα, εἴτε ταῦτα τελοῦν ὑπό τήν κυριότητα καί ἐκμετάλλευσιν ἰδιωτῶν, εἴτε ἀνήκουν εἰς τό Δημόσιον ἢ τελοῦν ὑπό δημοσίαν ἐκμετάλλευσιν. Ὁ ὅρος ὅμως οὗτος, ἐξαιρέσει τῆς περιπτώσεως τῆς παραγράφου (2) τοῦ Ἄρθρου 21 καί τῆς παραγράφου Ι τοῦ Ἄρθρου 22, δέν περιλαμβάνει ἁλιευτικά ἢ πολεμικά πλοῖα.

ment accorded therein to companies created or organized in other States, Territories and possessions of the United States of America.

5. The term "access" as used in Article VI, paragraph 1 of the present Treaty, shall comprehend, among other things, legal aid and freedom of nationals of either Party from liability to provide both security for costs and security for judgment, on the same terms and under the same conditions as are applicable in the case of nationals of the other Party and of nationals of any third country.

6. The term "mineral" as used in Article XII, paragraph 2 (a) of the present Treaty, shall refer to petroleum as well as to other mineral substances.

7. The term "products of" as used in the present Treaty means "articles the growth, produce or manufacture of".

8. The term "vessels" as used in the present Treaty, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to paragraph 2 of Article XXI and paragraph 1 of Article XXII, include fishing vessels or vessels of war.

Ἄρθρον 25

Ἐξαιρέσει ἐνδεχομένης ἀντιθέτου διατάξεως, τά ἐδάφη ἐφ'ὧν ἔχει ἐφαρμογήν ἡ παροῦσα Συνθήκη θά περιλαμβάνουν πᾶσαν ἔκτασιν γῆς ἢ θαλάσσης ὑπό τήν κυριαρχίαν ἢ τήν ἐξουσίαν ἑκατέρου τῶν Συμβαλλομένων Μερῶν, πλήν τῆς Ζώνης τῆς Διώρυγος τοῦ Παναμᾶ καί τοῦ ὑπό Ἐντολήν Ἐδάφους τῶν Νήσων τοῦ Εἰρηνικοῦ, ἐκτός ἐάν καί ἐν ᾧ μέτρῳ ὁ Πρόεδρος τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἤθελε διά διαγγέλματος ἐπεκτείνει τάς διατάξεις τῆς Συνθήκης ἐπί τοῦ ὡς ἄνω ὑπό Ἐντολήν Ἐδάφους. Αἱ διατάξεις τοῦ Ἄρθρου τούτου δέν ἔχουν ἐφαρμογήν ἐπί ἐδαφῶν τελούντων ὑπό τήν ἐξουσίαν ἑκατέρου τῶν Συμβαλλομένων Μερῶν μόνον ὡς στρατιωτική βάσις ἢ λόγῳ προσωρινῆς στρατιωτικῆς κατοχῆς.

Ἄρθρον 26

1. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν θά ἐξετάζῃ εὐμενῶς οἱονδήποτε ζήτημα ἀφορῶν τήν ἐφαρμογήν τῆς παρούσης Συνθήκης καί θά παρέχῃ πᾶσαν διευκόλυνσιν διά τήν ἐπί τούτου ἀνταλλαγήν ἀπόψεων μετά τοῦ ἑτέρου Μέρους.

2. Πᾶσα διαφορά μεταξύ τῶν Συμβαλλομένων Μερῶν ἀφορῶσα εἰς τήν ἑρμηνείαν ἢ τήν ἐφαρμογήν τῆς παρούσης Συνθήκης, ἥτις δέν ἤθελε διακανο-

Article XXV

Except as may be otherwise provided, the territories to which the present Treaty extends shall comprise all areas of land and water under the sovereignty or authority of either of the Parties, other than the Panama Canal Zone, and other than the Trust Territory of the Pacific Islands, except to the extent that the President of the United States of America shall by proclamation extend provisions of the Treaty to such Trust Territory.

The provisions of this Article shall not apply to territories under the authority of either Party solely as a military base or by reason of temporary military occupation.

Article XXVI

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation with the other Party regarding any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by

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νισθῇ ἱκανοποιητικῶς διά τῆς διπλωματικῆς ὁδοῦ, θά ὑποβάλλεται εἰς τό Διεθνές Δικαστήριον, ἐκτός ἐάν αἱ Συμβαλλόμεναι Χῶραι ἤθελον συμφωνήσει νά διευθετήσουν τήν διαφοράν δι'ἄλλου τινός φιλικοῦ μέσου.

Ἄρθρον 27

Ἡ παροῦσα Συνθήκη ἀντικαθιστᾶ τήν Συνθήκην περί ἐγκαταστάσεως τήν ὑπογραφεῖσαν ἐν Ἀθήναις τήν 21ην Νοεμβρίου 1936.

Ἄρθρον 28

1. Ἡ παροῦσα Συνθήκη θά κυρωθῇ καί τα ὄργανα ἐπικυρώσεως θά ἀνταλλαγοῦν ἐν Ἀθήναις τό ταχύτερον δυνατόν.

2. Ἡ παροῦσα Συνθήκη θά τεθῇ ἐν ἰσχύϊ ἕνα μῆνα ἀπό τῆς ἡμέρας τῆς ἀνταλλαγῆς τῶν ὀργάνων ἐπικυρώσεως. Θά παραμείνῃ ἐν ἰσχύϊ ἐπί 10 ἔτη καί θά ἐξακολουθήσῃ ἰσχύουσα καί μετά ταῦτα μέχρις ὅτου λήξῃ ὡς ὁρίζεται κατωτέρω.

3. Ἑκάτερον τῶν Συμβαλλομένων Μερῶν δύναται, δι'ἐγγράφου προειδοποιήσεως ἑνός ἔτους πρός τό ἕτερον Μέρος, νά καταγγείλῃ τήν παροῦσαν Συνθήκην εἰς τό τέλος τῆς ἀρχικῆς δεκαετοῦς περιόδου ἤ καθ'οἱονδήποτε χρόνον μεταγενεστέρως.

diplomacy, shall be submitted to the International Court of Justice, unless the Parties agree to settlement by some other amicable means.

Article XXVII

The present Treaty shall replace the Treaty of establishment signed at Athens November 21. 1936.[1]

Article XXVIII

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Athens as soon as possible.

2. The present Treaty shall enter into force one month after the day of exchange of ratifications. It shall remain in force for ten years and shall continue in force thereafter until terminated as provided herein.

3. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

[1] Treaty Series 930; 51 Stat. 230.

Ἐφ' ᾧ οἱ Πληρεξούσιοι τῶν Συμβαλλομένων Μερῶν ὑπέγραψαν τήν παροῦσαν Συνθήκην καί ἐπέθεσαν τάς ἑαυτῶν σφραγῖδας.

ΕΓΕΝΕΤΟ εἰς διπλοῦν εἰς τήν Ἀγγλικήν καί τήν Ἑλληνικήν γλῶσσαν, ἀμφοτέρων τῶν κειμένων ὄντων ἐξ ἴσου αὐθεντικῶν, ἐν Ἀθήναις τῇ τρίτῃ Αὐγούστου τοῦ χιλιοστοῦ ἐννεακοσιοστοῦ πεντηκοστοῦ πρώτου ἔτους.

[SEAL]

[SEAL]

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Greek languages, both equally authentic, at Athens, this third day of August, one thousand nine hundred fifty-one.

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said treaty subject to a reservation as follows:

"Article XII, paragraph 1, shall not extend to professions which, because they involve the performance of functions in a public capacity or in the interest of public health and safety, are state-licensed and reserved by statute or constitution exclusively to citizens of the country, and no most-favored-nation clause in the said treaty shall apply to such professions.";

WHEREAS the text of the said reservation was communicated by the Government of the United States of America to the Government of the Kingdom of Greece by a note dated October 22, 1953 and was accepted by the Government of the Kingdom of Greece by a note dated January 18, 1954; [1]

WHEREAS the said treaty was ratified by the President of the United States of America on June 24, 1954, in pursuance of the aforesaid advice and consent of the Senate and subject to the said reservation, and was ratified on the part of the Kingdom of Greece;

WHEREAS the respective instruments of ratification, as aforesaid, were exchanged at Athens on September 13, 1954, and a protocol of exchange, in the English and Greek languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Kingdom of Greece, the said protocol of exchange indicating that the said reservation had been made and accepted;

AND WHEREAS it is provided in Article XXVIII of the said treaty that the treaty shall enter into force one month after the day of exchange of ratifications;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said treaty to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after October 13, 1954, 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, subject to the said reservation.

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

---

[1] Not printed.

DONE at the city of Washington this eighteenth day of October in the year of our Lord one thousand nine hundred fifty-four
[SEAL] and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:
JOHN FOSTER DULLES
Secretary of State

The Greek Ministry of Foreign Affairs to the American Embassy

N° 8450

NOTE VERBALE

The Royal Hellenic Ministry of Foreign Affairs presents its compliments to the United States Embassy and referring to the Treaty of Friendship, Commerce and Navigation signed in Athens today between the United States of America and the Kingdom of Greece, has the honour to state that it is the understanding of the Greek Government that Article XV of the Treaty in question is not concerned with the resumption of payment on Greek foreign debts but, in accordance with the provisions of that Article, provides for as free transfer of funds between the two countries as may be feasible.

The Royal Ministry would appreciate a confirmation of the concurrence of the United States Governments in this view.

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

ATHENS *the, 3d August 1951.*

EMBASSY OF THE
UNITED STATES OF AMERICA
En Ville

The American Embassy to the Greek Ministry of Foreign Affairs

No. 234

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

The Embassy of the United States of America presents its compliments to the Royal Hellenic Ministry of Foreign Affairs and has the honor to refer to the Ministry's note No. 8450 of August 3, 1951, concerning the Treaty of Friendship, Commerce and Navigation between the United States of America and the Kingdom of Greece, signed at Athens on that day, which note read as follows:

"The Royal Hellenic Ministry of Foreign Affairs presents its compliments to the United States Embassy and referring to the Treaty of Friendship, Commerce and Navigation signed in Athens today between the United States of America and the Kingdom of

Greece, has the honour to state that it is the understanding of the Greek Government that Article XV of the Treaty in question is not concerned with the resumption of payment on Greek foreign debts but, in accordance with the provisions of that Article, provides for as free transfer of funds between the two countries as may be feasible.

"The Royal Ministry would appreciate a confirmation of the concurrence of the United States Government in this view.

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

"ATHENS, *the 3d August 1951.*"

On behalf of the Government of the United States of America, the Embassy confirms its concurrence with the contents of the above note.

The Embassy avails itself of this opportunity to renew to the Royal Hellenic Ministry of Foreign Affairs the assurances of its highest esteem.

ATHENS, *December 26, 1951.*

To the

ROYAL MINISTRY OF FOREIGN AFFAIRS,
Athens.

TIAS 3058
Aug. 12, 26,
and 30, 1954

HIGHWAYS

Boyd-Roosevelt Highway in Panama

Modus Vivendi between
the UNITED STATES OF AMERICA
and PANAMA

Extending Modus Vivendi
of September 14, 1950, as Extended

© Effected by Exchange of Notes
Dated at Panamá August 12, 26,
and 30, 1954

© Entered into force August 30, 1954

The American Ambassador to the Panamanian Minister for Foreign Affairs

No. 3 PANAMÁ, R. P., *August 12, 1954*

EXCELLENCY:

I have the honor to refer to the Highway Convention between the Republic of Panamá and the United States of America signed at Panamá on September 14, 1950, and to the exchange of notes effected on the same date [1] in which the Governments of the two countries mutually agreed, by way of *modus vivendi*, pending the entry into force of the Highway Convention, to the immediate implementation of certain principal provisions of the Convention in order that the common interest of the two countries in the proper maintenance of the Boyd-Roosevelt Highway might be safeguarded.

I also have the honor to refer to this Embassy's note No. 203, dated August 11, 1953, and the Ministry of Foreign Affairs' note in reply, D. P. No. 1008-B, dated September 14, 1953, as well as this Embassy's note of acknowledgment dated September 21, 1953, [2] which communications constitute an agreement between the two Governments to the extension of the *modus vivendi* on highways until September 14, 1954.

In view of the approaching date of expiration of the aforementioned *modus vivendi*, the exchange of ratifications of the Highway Convention not yet having been effected, the Government of the United States proposes, for the same high purpose, that the agreement contained in the reference *modus vivendi* be extended for an additional three-year period beginning on the date of expiration of the present agreement, September 14, 1954.

The Government of the United States of America will consider this note and your reply note indicating the concurrence of your Government in the proposal set forth above as constituting an agreement between the two Governments with respect thereto.

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

SELDEN CHAPIN

His Excellency
Ing. JOSÉ RAMÓN GUIZADO,
Minister for Foreign Affairs.

[1] Treaties and Other International Acts Series 2481; 3 UST, pt. 2, p. 2970.
[2] TIAS 2874; 4 UST, pt. 2, p. 2218.

The Panamanian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

D. P. Nº 885 PANAMÁ, *26 de agosto de 1954.*

SEÑOR EMBAJADOR:

Con relación a la atenta nota de Vuestra Excelencia Nº 3, de fecha 12 del corriente, relacionada con la Convención Sobre Carreteras, entre la República de Panamá y los Estados Unidos, y firmada en Panamá el 14 de Septiembre de 1950, y al Canje de Notas efectuado en la misma fecha, en el cual los dos Gobiernos convinieron mutuamente, a via de *modus vivendi*, mientras entraba en vigor la Convención Sobre Carreteras, en el inmediato cumplimiento de ciertas estipulaciones principales de la Convención, a fin de que pudieran salvaguardarse los intereses comunes de los dos países en el apropiado mantenimiento de la Carretera Boyd-Roosevelt, y en vista de que se aproxima la fecha de expiración del mencionado *modus vivendi* sin haberse efectuado el canje de ratificaciones, me es grato informar a Vuestra Excelencia que el Gobierno de la República de Panamá está anuente a prorrogarlo por el término de un año, a partir del 14 de Septiembre de 1954.

El Gobierno de la República de Panamá procede a señalar el término de un año, a partir del 14 de Septiembre de 1954, en vista de que considera que están próximas a terminarse las negociaciones entre los Gobiernos de Panamá y los Estados Unidos sobre el particular, y que tan pronto éstas terminen podremos llegar a un acuerdo permanente.

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

J R GUIZADO

J. R. Guizado,
Ministro de Relaciones Exteriores.

Su Excelencia
SELDEN CHAPIN
Embajador de los Estados Unidos de América
Presente.–

Translation

MINISTRY OF FOREIGN AFFAIRS

D. P. No. 885 PANAMÁ, *August 26, 1954.*

MR. AMBASSADOR:

I refer to Your Excellency's courteous note No. 3 of August 12, relating to the Highway Convention between the Republic of Panama and the United States, signed at Panamá on September 14, 1950, and

to the exchange of notes of the same date in which the two Governments mutually agreed, by way of *modus vivendi*, pending the entry into force of the Highway Convention, to the immediate implementation of certain principal provisions of the Convention in order that the common interest of the two countries in the proper maintenance of the Boyd-Roosevelt Highway might be safeguarded.

In view of the fact that the date of expiration of the aforementioned *modus vivendi* is approaching, and the exchange of ratifications has not been effected, I am pleased to inform Your Excellency that the Government of the Republic of Panama is agreeable to extending it for a period of one year from September 14, 1954.

The Government of the Republic of Panama is suggesting a period of one year from September 14, 1954, since it considers that the negotiations on this matter between the Governments of Panama and the United States are about to end, and that as soon as they are terminated, we shall be able to reach a permanent agreement.

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

J R GUIZADO

J. R. Guizado,
Minister for Foreign Affairs.

His Excellency
SELDEN CHAPIN,
Ambassador of the United States of America,
City.

The American Embassy to the Panamanian Ministry of Foreign Affairs

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's Note D. P. No. 885 of August 26, 1954, which communicated the agreement of the Government of Panamá to the extension of the *modus vivendi* on highways until September 14, 1955.

PANAMÁ, R. P., *August 30, 1954.*

TIAS 3059
July 27 and
30, 1954

DEFENSE

Transfer of Military Equipment to Guatemala

Agreement between the
UNITED STATES OF AMERICA
and GUATEMALA

- Effected by Exchange of Notes
  Signed at Guatemala July 27 and 30, 1954
- Entered into force July 30, 1954

The American Ambassador to the Guatemalan Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Guatemala, July 27, 1954.

No. 12

EXCELLENCY:

I have the honor to refer to a request of the Government of Guatemala to procure military equipment and materiel from the Government of the United States of America, and to inform Your Excellency that my Government is prepared to transfer certain military items to the Government of Guatemala on the following understandings:

1. The Government of Guatemala confirms that it has agreed to—

a. Join in promoting international understanding and good will, and maintaining world peace;

b. take such action as may be mutually agreed upon to eliminate causes of international tension;

c. Make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development of its own defensive strength and the defensive strength of the free world;

d. Take all reasonable measures which may be needed to develop its defense capacities; and

e. Take appropriate steps to insure the effective utilization of any assistance provided by the Government of the United States of America.

2. Such equipment and materials that may be provided to the Government of Guatemala under this agreement are required for and will be used solely to maintain Guatemala's internal security, its legitimate self defense, or to permit it to participate in the defense of the area of which it is a part, or in the United Nations' collective security arrangements and measures, and Guatemala will not undertake any act of aggression against any other state.

3. The Government of Guatemala will not transfer title to or possession of any equipment, materials, information or services provided under this agreement except as may be agreed between the Government of Guatemala and the Government of the United States of America, and the Government of Guatemala will take appropriate

steps effectively to safeguard the security of any part, service, or information furnished under this agreement.

4. The Government of Guatemala will make payment for any items furnished under this agreement in accordance with arrangements customarily applicable to such transactions.

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

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

JOHN E. PEURIFOY

His Excellency
Licenciado CARLOS SALAZAR GÁTICA,
Minister of Foreign Relations,
Guatemala, Guatemala.

The Guatemalan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA
SECCION DIPLOMATICA

GUATEMALA, *30 de julio de 1954.*

EXCELENCIA:

Tengo el honor de acusar recibo a Vuestra Excelencia, de su atenta nota número 12, del 27 de julio en curso, mediante la cual se sirve informarnos que el Gobierno de los Estados Unidos de América está anuente a transferir cierto equipo militar al Gobierno de Guatemala, en el siguiente entendido:

1.– El Gobierno de Guatemala confirma que ha convenido en:

a) Unirse en el fomento de buena voluntad y entendidos internacionales y en el mantenimiento de la paz mundial;

b) Tomar aquellas medidas que mutuamente se convengan para eliminar las causas de tensión internacional;

c) Hacer, consistentemente con la estabilidad política y económica, una amplia contribución, conforme lo permita el potencial humano, recursos, facilidades, y condiciones económicas generales, hacia el desarrollo de su propia fuerza defensiva y de la fuerza defensiva del mundo libre;

d) Tomar todas las medidas razonables que puedan ser necesarias para desarrollar su propia capacidad defensiva; y

e) Tomar los pasos apropiados para asegurar la efectiva utilización de cualquier asistencia suministrada por el Gobierno de los Estados Unidos de América.

2.– Los equipos y materiales que puedan ser proporcionados al Gobierno de Guatemala conforme este convenio son pedidos, y serán utilizados únicamente para mantener su seguridad interna, para su legítima defensa propia, o para permitirle participar en la defensa de la región de que forma parte; o en los arreglos y medidas de seguridad de las Naciones Unidas, y Guatemala no emprenderá ningún acto de agresión contra ningún otro Estado.

3.– El Gobierno de Guatemala no transferirá el título ni la posesión de ningún equipo, material, información o servicio de los que se le proporcionen conforme este acuerdo, a excepción de lo que se convenga entre el Gobierno de Guatemala y el Gobierno de los Estados Unidos de América; y el Gobierno de Guatemala tomará las medidas adecuadas para salvaguardar efectivamente la seguridad de cualquier parte, servicio o información proporcionados conforme este convenio.

4.– El Gobierno de Guatemala pagará los elementos proporcionados de conformidad con este convenio, de acuerdo con los arreglos que habitualmente se aplican a estas transacciones.

Manifiesta, además, Vuestra Excelencia, que si tales entendidos son aceptables al Gobierno de Guatemala, propone que la nota de Vuestra Excelencia y la presente respuesta a la misma, constituyan un convenio entre nuestros dos Gobiernos, que entrará en vigencia en la presente fecha.

Al responder a la atenta comunicación de Vuestra Excelencia, me place informarle que el Gobierno de Guatemala acepta los puntos contenidos en la nota de Vuestra Excelencia, y por lo tanto, el convenio contenido en la nota de Vuestra Excelencia, entrará en vigencia desde esta fecha.

Me es muy grato aprovechar esta oportunidad, para testimoniar a Vuestra Excelencia, los sentimientos de mi más alta y distinguida consideración,

C SALAZAR

Excelentísimo Señor JOHN E. PEURIFOY,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de Norte América,
Ciudad.

68086 O - 56 Pt. II - 52

Translation

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA
DIPLOMATIC SECTION

GUATEMALA, *July 30, 1954.*

EXCELLENCY.

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 12, dated July 27, 1954, in which you were so good as to inform us that the Government of the United States of America agrees to transfer certain military equipment to the Government of Guatemala on the following understanding:

[For the English language text of the understanding, see *ante*, p. 1927.]

Your Excellency states further that, if these understandings are acceptable to the Government of Guatemala, you propose that Your Excellency's note and the present reply thereto shall constitute an agreement between our two Governments, to enter into force on today's date.

In reply to Your Excellency's courteous communication, I take pleasure in informing you that the Government of Guatemala agrees to the points contained in Your Excellency's note and therefore the agreement contained in Your Excellency's note shall enter into force on today's date.

I am happy to avail myself of this opportunity to assure Your Excellency of my highest and most distinguished consideration.

C SALAZAR

His Excellency
JOHN E. PEURIFOY,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

UNITED STATES EDUCATIONAL FOUNDATION IN AUSTRALIA

TIAS 3060
Sept. 3, 1954

Agreement between the
UNITED STATES OF AMERICA
and AUSTRALIA

Amending Agreement of November 26, 1949

- Effected by Exchange of Notes
  Signed at Canberra September 3, 1954
- Entered into force September 3, 1954

The American Ambassador to the Australian Minister for External Affairs

AMERICAN EMBASSY,
CANBERRA, AUSTRALIA
September 3, 1954

EXCELLENCY:

On instructions of my Government I have the honor to propose that Article 5 of the Agreement of November 26, 1949 [1] between the Government of the United States of America and the Government of Australia, for the use of funds made available in accordance with the Agreement between the two Governments on settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims signed at Washington and New York on 7th June, 1946,[2] be amended to read as follows:

"5. The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the 'Board').

"In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Australia (hereinafter designated 'the Chief of Mission') shall be Honorary Chairman of the Board and shall cast the deciding vote in the event of a tie vote by the Board. He may in his discretion appoint a Chairman from among the members of the Board.

"The members of the Board shall be as follows:

(a) four citizens of the United States, of whom at least two shall be officers of the Foreign Service establishment in Australia, and

(b) four citizens of Australia.

"One of the United States members shall serve as treasurer. The United States citizens on the Board shall be appointed and removed by the Chief of Mission. The Australian members on the Board shall be appointed and removed by the Minister of State for External Affairs and the Chief of Mission acting together.

"The members shall serve from the time of their appointment until one year from the following December 31 and shall be eligible for

[1] Treaties and Other International Acts Series 1994; 64 Stat., pt. 3, p. B42.
[2] TIAS 1528; 60 Stat. 1707.

reappointment. Vacancies by reason of resignation, transfer of residence outside Australia, expiration of term of service, or otherwise shall be filled in accordance with this procedure. The members shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the members in attending meetings of the Board."

Pursuant to Article 15 of the Agreement, which provides that the Agreement may be amended by an exchange of diplomatic notes, my Government suggests that, if the Government of Australia accepts the foregoing proposals, this note and your confirmatory reply should be considered as placing on record the agreement between our respective Governments to the above described amendment. My Government also suggests that the amendment should have effect forthwith.

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

AMOS J. PEASLEE

The Right Honorable
RICHARD GARDINER CASEY, C. H., D. S. O., M. C.
Minister for External Affairs,
Canberra, A.C.T.

The Australian Minister for External Affairs to the American Ambassador

3RD SEPTEMBER, 1954.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note of to-day's date in which, on the instructions of your Government, you propose that Article 5 of the Agreement of 26th November, 1949, between the Government of the United States of America and the Government of Australia for the use of funds made available in accordance with the Agreement between the two Governments on settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims signed at Washington and New York on 7th June, 1946, be amended to read as follows:-

"5. The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the 'Board').

"In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Australia (hereinafter designated 'the Chief of Mission') shall be Honorary Chairman of the Board and shall cast the deciding vote in the event of a tie

vote by the Board. He may in his discretion appoint a Chairman from among the members of the Board.

"The members of the Board shall be as follows:

(a) four citizens of the United States, of whom at least two shall be officers of the Foreign Service establishment in Australia, and

(b) four citizens of Australia.

"One of the United States members shall serve as treasurer. The United States citizens on the Board shall be appointed and removed by the Chief of Mission. The Australian members on the Board shall be appointed and removed by the Minister of State for External Affairs and the Chief of Mission acting together.

"The members shall serve from the time of their appointment until one year from the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Australia, expiration of term of service, or otherwise shall be filled in accordance with this procedure. The members shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the members in attending meetings of the Board."

I have the honour to inform you that the Government of Australia accepts the foregoing proposals and agrees that your Note and the present reply should be considered as placing on record the Agreement reached between our respective Governments. The Government of Australia also agrees that the amendment should have effect forthwith.

I have the honour to be,
With the highest consideration,
Your Excellency's obedient servant,

R G Casey.

His Excellency Mr. Amos J. Peaslee,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Yarralumla,
Canberra. A.C.T.

CLAIMS

TIAS 3061
July 15 and
21, 1954

Compensation for Damages Arising From Use of Practice Bombing Range Near Cuxhaven (Germany)

Arrangement between the
UNITED STATES OF AMERICA
and the UNITED KINGDOM

- Effected by Exchange of Letters
  Signed at Bonn July 15 and 21, 1954
- Entered into force July 21, 1954

The Deputy United States High Commissioner for Germany to the Deputy United Kingdom High Commissioner for Germany

DEPUTY UNITED STATES
HIGH COMMISSIONER
FOR GERMANY

BAD GODESBERG,
MEHLEMER AUE
July 15, 1954

MY DEAR MR. ALLEN:

Since receiving Mr. Ward's letter of December 1, 1953 [1] with respect to claims for compensation arising from the use of the practice bombing range near Cuxhaven further conversations have been held between members of our respective staffs. As a result of these conversations the procedure has been further clarified and the following agreement has been reached regarding compensation for damages arising in the course of using the range:

1. Where the damage can be shown to have been due to British action, compensation will be paid in accordance with normal procedures established in the British Zone pursuant to Allied High Commission Law No. 47.
2. Where the damage can be shown to have been due to United States action, the case will be referred to the United States claims authorities for payment in accordance with normal procedures established pursuant to Allied High Commission Law No. 47.
3. Where it is not possible to determine whether the damage is due to British or United States action, application for compensation will be filed with British authorities. Payment of compensation will be made as to fifty percent each by the British and United States authorities respectively, according to procedures applicable in their Zone.

As indicated in Mr. Ward's letter of December 1, 1953, it is our understanding that these arrangements will apply only until the entry into force of the Contractual Agreements. The detailed implementation of the above arrangements and the settlement of claims arising after the entry into force of the Contractual Agreements will be the

[1] Not printed.

subject of further consultations between representatives of the United States and of the United Kingdom elements.

I will appreciate it if you will confirm your agreement to the above compensation arrangements.

Sincerely yours,

WALTER DOWLING

ROGER ALLEN, Esquire, C. M. G.,
Deputy High Commissioner,
Office of the U. K. High Commissioner,
Friedrich-Ebert-Allee 77,
Bonn

The Deputy United Kingdom High Commissioner for Germany to the Deputy United States High Commissioner for Germany

DEPUTY U.K. HIGH COMMISSIONER
(22c) BONN
RHEINLAND
FRIEDRICH EBERT ALLEE 77

122/3/27/54

JULY 21, 1954.

DEAR MR. DOWLING,

In reply to your letter of July 15 regarding claims for compensation arising from the use of the practice bombing range near Cuxhaven, I confirm that the arrangements set out in your letter are acceptable to us.

These arrangements are as follows:–

1. Where the damage can be shown to have been due to British action, compensation will be paid in accordance with normal procedures established in the British Zone pursuant to Allied High Commission Law No. 47.
2. Where the damage can be shown to have been due to United States action, the case will be referred to the United States claims authorities for payment in accordance with normal procedures established pursuant to Allied High Commission Law No. 47.
3. Where it is not possible to determine whether the damage is due to British or United States action, application for compensation will be filed with British authorities. Payment of compensation will be made as to fifty per cent each by the British and United States authorities respectively, according to procedure applicable in their Zone.

I also confirm that these arrangements will apply only until the entry into force of the Contractual Agreements. The detailed im-

plementation of the above arrangements and the settlement of claims arising after the entry into force of the Contractual Agreements will be the subject of further consultations between representatives of the United States and of the United Kingdom elements.

This letter should be regarded as superseding Mr. Ward's letter of December 1, 1953.

Yours sincerely,

ROGER ALLEN.

(R. Allen)

Mr. WALTER DOWLING,
Deputy United States
High Commissioner,
Mehlem.

FRIENDSHIP, COMMERCE AND CONSULAR RIGHTS

TIAS 3062
June 3, 1953

Agreement between the
UNITED STATES OF AMERICA and the
FEDERAL REPUBLIC OF GERMANY

Concerning Application of Treaty
of December 8, 1923, as Amended

- Signed at Bonn June 3, 1953
- Ratification advised by the Senate of the United States of America, with a reservation, July 21, 1953
- Ratified by the President of the United States of America, subject to the said reservation, October 8, 1954
- Ratified by the Federal Republic of Germany August 12, 1954
- Ratifications exchanged at Washington October 22, 1954
- Proclaimed by the President of the United States of America November 5, 1954
- Entered into force October 22, 1954

and

Notes signed at Bonn June 3, 1953

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS an agreement between the United States of America and the Federal Republic of Germany concerning the application of the treaty of friendship, commerce and consular rights between the United States of America and Germany, signed at Washington on December 8, 1923, as amended, was signed at Bonn on June 3, 1953, the original of which agreement, in the English and German languages, is word for word as follows

AGREEMENT CONCERNING THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND GERMANY ON FRIENDSHIP, COMMERCE AND CONSULAR RIGHTS OF DECEMBER 8, 1923, AS AMENDED

The United States of America and the Federal Republic of Germany, desirous of strengthening the bonds of friendship existing between them and of placing their relations on a normal and stable basis as soon as possible, have resolved as a step toward that end to restore to full force and effect, except as otherwise provided in the following Articles, the provisions of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and Germany signed at Washington December 8, 1923,[1] as amended,[2] as a provisional measure pending the conclusion of a more comprehensive, modern treaty or treaties for such purposes, and have, through their duly authorized representatives, agreed as follows:

ARTICLE I

The provisions of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and Germany signed at Washington December 8, 1923, as amended by an exchange of notes dated March 19 and May 21, 1925,[2] and the agreement signed at Washington June 3, 1935,[2] shall be applied and be

[1] Treaty Series 725; 44 Stat., pt. 3, p. 2132.
[2] TS 897; 49 Stat., pt. 2, p. 3258. See also Treaties and Other International Acts Series 2972; *ante* pt. 1, p. 827.

considered fully operative between the United States of America and the Federal Republic of Germany on and after the effective date of the present agreement insofar as either High Contracting Party may not have heretofore notified the other Party in accordance with Article XXXI of the aforesaid Treaty an intention to modify or omit any of its Articles, and except as otherwise provided in the following Articles, without prejudice to the previous status of any provisions of the aforesaid Treaty which may have remained operative or may have again become operative at any time since the outbreak of hostilities between the United States of America and Germany.

ARTICLE II

In accordance with the intent of Article XIX of the aforesaid Treaty, that Article is hereby amended by adding the following:

> The Government of either Party may, in the territory of the other, acquire, own, lease for any period of time, or otherwise hold and occupy, such lands, buildings, and appurtenances as may be necessary and appropriate for governmental, other than military, purposes. If under the local law the permission of the local authorities must be obtained as a prerequisite to any such acquiring

or holding, such permission shall be given on request.

ARTICLE III

None of the provisions of the present agreement or of the aforesaid Treaty shall be considered as affecting in any way (1) the rights or obligations of either Party in respect of measures to safeguard essential security interests or (2) the status of the United States of America and its personnel in Germany. Until the effective date of the Conventions signed at Bonn on May 26, 1952, the provisions of legislation, regulations or directives which may be in effect by virtue of the status in Germany of the United States of America shall prevail over any inconsistent provisions of the present agreement or of the aforesaid Treaty; and thereafter the provisions of the said Conventions, and of any other related agreements that have been or may be entered into, shall so prevail in case of any such inconsistency.

ARTICLE IV

Pending the peaceful reunification of Germany, the German territory to which the aforesaid Treaty shall be applied and considered fully operative shall be understood to comprise all areas of land, water and air over which the Federal Republic of

Germany exercises jurisdiction. The present agreement shall also enter into force, and the aforesaid Treaty shall be applied and considered fully operative, in the area of Berlin (West) when the Government of the Federal Republic of Germany furnishes the Government of the United States of America a notification that all legal procedures in Berlin necessary therefor have been complied with. [1]

ARTICLE V

It is agreed that negotiations for a new Treaty of Friendship, Commerce and Navigation shall be entered into without delay.

ARTICLE VI

1. The present agreement shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.

2. The present agreement shall enter into force on the day of exchange of ratifications.

3. Either Party may terminate the present agreement by giving six months' written notice to the other Party.

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

[1] Notification dated Mar. 1, 1955.

Done in duplicate, in the English and German languages, both equally authentic, at Bonn, this third day of June one thousand nine hundred fifty three.

FOR THE UNITED STATES OF AMERICA
[SEAL]
JAMES B. CONANT

FOR THE FEDERAL REPUBLIC OF GERMANY
[SEAL] ADENAUER

68086 O - 56 Pt. II - 53

ABKOMMEN ÜBER DEN FREUNDSCHAFTS-, HANDELS- UND KONSULARVERTRAG ZWISCHEN DEUTSCHLAND UND DEN VEREINIGTEN STAATEN VON AMERIKA VOM 8. DEZEMBER 1923 MIT SEINEN ABÄNDERUNGEN

Von dem Wunsche geleitet, die zwischen ihnen bestehenden Bande der Freundschaft zu festigen, und ihre Beziehungen sobald wie möglich auf eine normale und feste Grundlage zu stellen, haben die Bundesrepublik Deutschland und die Vereinigten Staaten von Amerika als einen Schritt zu diesem Ziele hin beschlossen, die Bestimmungen des am 8. Dezember 1923 in Washington unterzeichneten Freundschafts-, Handels- und Konsularvertrages zwischen Deutschland und den Vereinigten Staaten von Amerika in seiner abgeänderten Fassung in vollem Umfang wieder in Kraft zu setzen, soweit nicht in den folgenden Artikeln etwas anderes bestimmt ist; und zwar als eine vorläufige Massnahme, so lange der Abschluss eines diesen Zwecken dienenden umfassenderen zeitgemässen Vertrages oder mehrerer solcher Verträge noch aussteht. Sie haben daher durch ihre gehörig bevollmächtigten Vertreter folgendes vereinbart:

Artikel I

Die Bestimmungen des am 8. Dezember 1923 in Washington unterzeichneten Freundschafts-, Handels- und Konsularvertrages zwischen Deutschland und den Vereinigten Staaten von Amerika in seiner durch

Notenwechsel vom 19. März/ 21. Mai 1925 und durch das in Washington am 3. Juni 1935 unterzeichnete Abkommen abgeänderten Fassung werden zwischen der Bundesrepublik Deutschland und den Vereinigten Staaten von Amerika von dem Inkrafttreten dieses Abkommens an zur Anwendung gebracht und als voll wirksam erachtet, soweit nicht einer der Hohen Vertragschliessenden Teile bisher dem anderen Vertragsteil gemäss Artikel XXXI des genannten Vertrages die Absicht kundgetan hat, irgendeinen seiner Artikel zu ändern oder auszuscheiden. Der genannte Vertrag ist wirksam, soweit nicht in den folgenden Artikeln etwas anderes bestimmt ist, unbeschadet der Frage, ob bisher Bestimmungen des genannten Vertrages nach Ausbruch der Feindseligkeiten zwischen Deutschland und den Vereinigten Staaten von Amerika wirksam geblieben oder irgendwann wieder wirksam geworden sind.

Artikel II

Entsprechend seinem Sinn wird Artikel XIX des genannten Vertrages durch folgenden Zusatz ergänzt:

> Die Regierung jedes Vertragsteils kann im Gebiet des anderen Vertragsteils Grundstücke, Gebäude und Zubehör erwerben, zu Eigentum haben, für jeden beliebigen Zeitraum mieten oder pachten, oder sonstwie innehaben und besitzen, wenn dies für Regierungszwecke, ausser für solche militärischer Art,

notwendig oder zweckdienlich ist. Falls nach dem am Ort geltenden Recht die Genehmigung der örtlichen Behörden für einen derartigen Erwerb oder Besitz erforderlich ist, so ist diese Genehmigung auf Antrag zu erteilen.

Artikel III

Keine Bestimmung dieses Abkommens oder des genannten Vertrages soll irgendwie berühren:

1. die Rechte und Pflichten eines Vertragsteils in Bezug auf Massnahmen zum Schutz wesentlicher Sicherheitsinteressen oder

2. den Status der Vereinigten Staaten von Amerika und ihres Personals in Deutschland.

Bis zum Zeitpunkt des Inkrafttretens der am 26. Mai 1952 in Bonn unterzeichneten Verträge haben die Rechtsvorschriften, Verwaltungsanordnungen oder Direktiven, die auf Grund des Status der Vereinigten Staaten in Deutschland etwa in Kraft sein sollten, den Vorrang vor Bestimmungen dieses Abkommens oder des genannten Vertrages, falls sie mit diesen nicht vereinbar sind. Von diesem Zeitpunkt an haben in einem solchen Falle die Bestimmungen der genannten Bonner Verträge und aller bereits geschlossenen oder noch zu schliessenden zusätzlichen Vereinbarungen den Vorrang.

Artikel IV

Bis zur friedlichen Wiedervereinigung Deutschlands umfasst das deutsche Gebiet, für das der genannte Vertrag gilt und voll wirksam ist, den gesamten Raum zu Lande, zu Wasser und in der Luft, über den die Bundesrepublik Hoheitsrechte ausübt. Dieses Abkommen tritt auch in Kraft und der genannte Vertrag gilt und ist voll wirksam im Gebiet von Berlin (West), sobald die Regierung der Bundesrepublik Deutschland der Regierung der Vereinigten Staaten von Amerika schriftlich mitgeteilt hat, dass alle hierfür in Berlin erforderlichen rechtlichen Voraussetzungen erfüllt sind.

Artikel V

Es wird vereinbart, dass Verhandlungen über einen neuen Freundschafts-, Handels- und Schiffahrtsvertrag unverzüglich aufzunehmen sind.

Artikel VI

1. Dieses Abkommen ist zu ratifizieren, und die Ratifikationsurkunden sind sobald wie möglich in Washington auszutauschen.

2. Dieses Abkommen tritt am Tage des Austausches der Ratifikationsurkunden in Kraft.

3. Jeder Vertragsteil kann dieses Abkommen mit einer Frist von 6 Monaten durch schriftliche Mitteilung an den anderen Vertragsteil kündigen.

ZU URKUND DESSEN haben die beiderseitigen gehörig bevollmächtigten Vertreter dieses Abkommen unterzeichnet.

GESCHEHEN in zweifacher Ausfertigung, in deutscher und englischer Sprache, die beide in gleicher Weise massgebend sind, zu Bonn am dritten Juni neunzehnhundertdreiundfünfzig.

Für die Bundesrepublik Deutschland

ADENAUER
[SEAL]

Für die Vereinigten Staaten von Amerika

JAMES B. CONANT
[SEAL]

WHEREAS the Senate of the United States of America by their resolution of July 21, 1953, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said agreement subject to a reservation as follows:

"Article I of the treaty of friendship, commerce and consular rights between the United States of America and Germany, signed at Washington on December 8, 1923, shall not extend to professions which, because they involve the performance of functions in a public capacity or in the interest of public health and safety, are state-licensed and reserved by statute or constitution exclusively to citizens of the country, and no most-favored-nation clause in the said treaty shall apply to such professions.";

WHEREAS the text of the aforesaid reservation was communicated by the Government of the United States of America to the Government of the Federal Republic of Germany by a note dated November 9, 1953 and was agreed to by the Federal Republic of Germany by a note dated September 18, 1954; [1]

WHEREAS the aforesaid agreement was ratified by the President of the United States of America on October 8, 1954, in pursuance of the aforesaid advice and consent of the Senate subject to the aforesaid reservation, and was ratified on the part of the Government of the Federal Republic of Germany on August 12, 1954;

WHEREAS the respective instruments of ratification, as aforesaid, were exchanged at Washington on October 22, 1954, and a protocol of exchange, in the English and German languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Federal Republic of Germany, the said protocol of exchange indicating that the aforesaid reservation had been made and that it is the understanding of both Governments that upon entry into force of the said agreement the said treaty of friendship, commerce and consular rights, signed at Washington on December 8, 1923, as amended, will be applied in conformity with the aforesaid reservation;

AND WHEREAS it is provided in Article VI of the aforesaid agreement that the agreement shall enter into force on the day of exchange of ratifications;

NOW, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the aforesaid agreement to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after October 22, 1954, by the United States of America and by

[1] Not printed.

the citizens of the United States of America and all other persons subject to the jurisdiction thereof, subject to the aforesaid reservation.

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

DONE at the city of Washington this fifth day of November in the year of our Lord one thousand nine hundred fifty-four [SEAL] and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES
Secretary of State

The German Federal Chancellor to the United States High Commissioner for Germany

BUNDESREPUBLIK DEUTSCHLAND
DER BUNDESKANZLER

BONN, den 3.Juni 1953

Erklärung

Anlässlich der heutigen Unterzeichnung des Abkommens über den Freundschafts-, Handels- und Konsularvertrag zwischen Deutschland und den Vereinigten Staaten von Amerika vom 8.Dezember 1923 mit seinen Abänderungen, habe ich folgende mündliche Erklärung abgegeben:

"Die Regierung der Bundesrepublik Deutschland wird sich nicht auf die Bestimmung des Artikel I Absatz 4 des Freundschafts-, Handels- und Konsularvertrages zwischen Deutschland und den Vereinigten Staaten von Amerika vom 8.Dezember 1923 berufen, um die Rückgabe der in der Zeit zwischen dem 11.Dezember 1941 und dem Inkrafttreten des heute unterzeichneten Abkommens oder dem Inkrafttreten der am 26.Mai 1952 in Bonn unterzeichneten Verträge, je nachdem welcher Zeitpunkt früher liegt, von der Regierung der Vereinigten Staaten von Amerika enteigneten deutschen Vermögenswerte zu erwirken.

Die Regierung der Bundesrepublik Deutschland hat mit Befriedigung von der Presseerklärung der amerikanischen Regierung vom 17.April 1953 Kenntnis genommen, nach der von diesem Zeitpunkt an keine neuen oder zusätzlichen deutschen Vermögenswerte in den Vereinigten Staaten von Amerika enteignet werden."

ADENAUER

Translation

FEDERAL REPUBLIC OF GERMANY
THE FEDERAL CHANCELLOR

BONN, *June 3, 1953*

Statement

On the occasion of today's signing of the Agreement Concerning the Treaty of Friendship, Commerce and Consular Rights of December 8, 1923, between Germany and the United States of America, with its modifications, I have made the following oral statement:

"The Government of the Federal Republic of Germany will not appeal to the provision of Article I, par. 4, of the Treaty of Friendship, Commerce and Consular Rights of December 8, 1923, between Germany and the United States of America, in order to bring about the return of the German assets expropriated by the Government of the United States of America during the period between December 11, 1941, and the entry into force of the agreement signed today or the entry into force of the treaties signed in Bonn on May 26, 1952, whichever date is earlier.

"The Government of the Federal Republic of Germany has noted with satisfaction the American Government's statement to the press on April 17, 1953, according to which no new or additional German assets in the United States of America will be expropriated after that date."

ADENAUER

The German Federal Chancellor to the United States High Commissioner for Germany

BUNDESREPUBLIK DEUTSCHLAND
DER BUNDESKANZLER

BONN, den 3.Juni 1953

Seiner Exzellenz
dem Hohen Kommissar der Vereinigten Staaten von Amerika
Herrn Dr.James B. CONANT

Herr Hoher Kommissar,

Im Zusammenhang mit der heutigen Unterzeichnung des Abkommens über den Freundschafts-, Handels- und Konsularvertrag zwischen Deutschland und den Vereinigten Staaten von Amerika vom 8.Dezember 1923 mit seinen Abänderungen beehre ich mich, Ihnen zu bestätigen, dass die Regierung der Bundesrepublik Deutschland beabsichtigt, ihre Verwaltungsanordnung vom 23.Oktober 1950 [1] über die steuerliche Behandlung der diplomatischen und berufskonsularischen Vertretungen auswärtiger Staaten in der Bundesrepublik Deutschland auch nach der Wiederinkraftsetzung des obengenannten Vertrages von 1923 gegenüber den berufskonsularischen Vertretungen der Vereinigten Staaten von Amerika anzuwenden. Sie behält sich aber vor, diese Verwaltungsanordnung später abzuändern oder aufzuheben. In einem solchen Falle werden den berufskonsularischen Vertretungen der Vereinigten Staaten von Amerika und deren Mitgliedern mindestens die gleichen Vorrechte und Vergünstigungen gewährt werden wie den berufskonsularischen Vertretungen anderer Staaten und deren Mitgliedern in der Bundesrepublik Deutschland, soweit den berufskonsularischen Vertretungen der Vereinigten Staaten von Amerika und deren Mitgliedern nicht eine günstigere Behandlung auf Grund des vorgenannten Vertrages von 1923 zu gewähren ist.

Ich benutze auch diesen Anlass, um Ihnen, Herr Hoher Kommissar, die Versicherung meiner ausgezeichnetsten Hochachtung zu erneuern.

ADENAUER

[1] Should read "13. Oktober 1950."

Translation

FEDERAL REPUBLIC OF GERMANY
THE FEDERAL CHANCELLOR

BONN, *June 3, 1953*

His Excellency
Dr. JAMES B. CONANT
High Commissioner of the
United States of America

MR. HIGH COMMISSIONER,

In connection with today's signing of the Agreement Concerning the Treaty of Friendship, Commerce and Consular Rights of December 8, 1923, between Germany and the United States of America, with its modifications, I have the honor to confirm to you that the Government of the Federal Republic of Germany intends to apply its administrative order of October 23, 1950, [1] concerning the tax treatment of the diplomatic and salaried consular representatives of foreign countries in the Federal Republic of Germany to the salaried consular representatives of the United States of America, also after the reinstatement of the above-mentioned treaty of 1923. It reserves the right, however, to modify or repeal this administrative order later. In such a case the salaried consular representatives of the United States of America and their members will be granted at least the same prerogatives and privileges as the salaried consular representatives of other countries and their members in the Federal Republic of Germany, in so far as the salaried consular representatives of the United States of America and their members are not to be granted more favorable treatment by virtue of the aforesaid treaty of 1923.

I avail myself of this opportunity to renew to you, Mr. High Commissioner, the assurances of my highest consideration.

ADENAUER

[1] Should read "October 13, 1950."

DEFENSE

TIAS 3063
Aug. 6 and 28, 1954

Use of Practice Bombing Range Near Cuxhaven (Germany) by United States Air Force

Arrangement between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC
OF GERMANY

- Effected by Exchange of Notes Signed at Bad Godesberg August 6 and 28, 1954
- Entered into force August 28, 1954

and

Amending Agreement

- Effected by Exchanges of Notes

The United States High Commissioner for Germany to the Chancellor of the Federal Republic of Germany

BAD GODESBERG, *Mehlemer Aue*
August 6, 1954

EXCELLENCY:

With reference to the agreement concluded on September 9, 1952, between the Government of the Federal Republic of Germany and the Government of the United Kingdom [1] to establish a practice bombing range near Cuxhaven (Sandbank), I have the honor to inform you of the desire of my Government to conclude an arrangement with the Federal Government to permit units of the United States Air Force, temporarily stationed in the United Kingdom, to use the practice range within the scope of the above-named agreement and on the same conditions as are laid down in it.

The Government of the United States of America is willing, in case of damage to property or injury to persons caused by bombs dropped outside the danger zone or by its non-compliance with the agreed safety measures, to proceed in accordance with paragraph 16 of the Annex of your note to the United Kingdom High Commissioner of September 9, 1952. It is understood that in determining the compensation with regard to claims, due consideration shall be given to the provisions of German law which would determine the liability of the Federal Republic in similar circumstances.

The United States Government gives the assurance that, in case of damage to property or injury to persons (paragraph 2, sentence 1), claims will not be rejected by the United States Government solely for the reason that the identity of the airforce responsible for the damage or injury has not been established, provided that the damage or injury is, by the facts of the case, found to be ascribable to bombing by either the United States Air Force or the Royal Air Force.

If the proposal of my Government is acceptable to the Federal Government, as I understand it is to the Government of the United Kingdom, I suggest that this note and your Excellency's note in reply be regarded as constituting an arrangement between our two Governments supplementing the agreement of September 9, 1952, between the Governments of the United Kingdom and of the Federal Republic.

[1] *Post*, p. 1964.

I am sending a copy of this note to the United Kingdom High Commissioner. [1]

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

JAMES B. CONANT
United States High Commissioner
for Germany

His Excellency
KONRAD ADENAUER,
Chancellor of the Federal Republic of Germany,
Palais Schaumburg,
Bonn.

[1] For British note, see *post*, p. 1963.

The Deputy Chancellor of the Federal Republic of Germany to the United States High Commissioner for Germany

DER STELLVERTRETER
DES BUNDESKANZLERS

BAD GODESBERG, 28. August 1954
Turmstraße 48

201-213-26/11566/54

Seiner Exzellenz
dem Hohen Kommissar der Vereinigten Staaten
Herrn Botschafter James B. Conant
Bad Godesberg - Mehlem
Mehlemer Aue

Herr Botschafter,

Ich beehre mich, den Empfang Ihres an den Herrn Bundeskanzler gerichteten Schreibens vom 6. August 1954 zu bestätigen, das in deutscher Übersetzung folgenden Wortlaut hat:

"Unter Bezugnahme auf das am 9. September 1952 zwischen der Regierung der Bundesrepublik Deutschland und der Regierung des Vereinigten Königreichs abgeschlossene Abkommen über die Errichtung eines Übungs-Bombenabwurfplatzes bei Cuxhaven (Sandbank) beehre ich mich, Sie von dem Wunsche meiner Regierung in Kenntnis zu setzen, mit der Bundesregierung eine Vereinbarung zu treffen, durch welche es zeitweilig im Vereinigten Königreich stationierten Einheiten der amerikanischen Luftstreitkräfte gestattet werden soll, das Übungsgebiet im Rahmen des oben genannten Abkommens und unter den gleichen, darin festgelegten Bedingungen zu benutzen.

Die Regierung der Vereinigten Staaten ist bereit, im Falle der Beschädigung von Eigentum oder der Verletzung von Personen durch außerhalb der Gefahrenzone abgeworfene Bomben oder durch Nichtbeachtung der vereinbarten Sicherheitsmaßnahmen nach Ziffer 16 der Anlage zu Ihrem Schreiben an den Hohen Kommissar des Vereinigten Königreichs vom 9. September 1952 zu verfahren. Es besteht Einvernehmen darüber, daß bei der Festsetzung der Entschädigung im Hinblick auf Ansprüche die Vorschriften des deutschen Rechts, nach denen sich die Haftung der Bundesrepublik unter sonst gleichen Umständen bestimmen würde, gebührende Berücksichtigung finden.

Die Regierung der Vereinigten Staaten gibt die Zusicherung, daß sie im Falle der Beschädigung von Eigentum oder der Ver-

letzung von Personen (Absatz 2, Satz 1), sofern die Beschädigung oder die Verletzung nach den Umständen des Falles auf Bombenabwürfe entweder durch die amerikanischen oder die britischen Luftstreitkräfte zurückzuführen ist, Ansprüche nicht nur deswegen zurückweisen wird, weil die Identität der für die Beschädigung oder die Verletzung verantwortlichen Luftstreitkräfte nicht festgestellt werden konnte.

Ist der Vorschlag meiner Regierung für die Bundesregierung annehmbar, wie er es meiner Auffassung nach für die Regierung des Vereinigten Königreichs ist, so schlage ich vor, dieses Schreiben und das Antwortschreiben Euerer Exzellenz als Zusatzvereinbarung zu dem Abkommen vom 9. September 1952 zwischen den Regierungen des Vereinigten Königreichs und der Bundesrepublik anzusehen.

Einen Durchdruck dieses Schreibens sende ich an den Hohen Kommissar des Vereinigten Königreichs."

Die Regierung der Bundesrepublik Deutschland nimmt den Vorschlag der Regierung der Vereinigten Staaten an und ist damit einverstanden, daß das Schreiben Euerer Exzellenz und mein Antwortschreiben als Zusatzvereinbarung zwischen unseren beiden Regierungen zu dem Abkommen vom 9. September 1952 zwischen den Regierungen der Bundesrepublik und des Vereinigten Königreichs angesehen werden.

Einen Durchdruck dieses Schreibens sende ich an den Herrn Hohen Kommissar des Vereinigten Königreichs.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.

Adenauer

68086 O - 56 Pt. II - 54

Translation

THE DEPUTY FEDERAL CHANCELLOR

Turmstrasse 48,
BAD GODESBERG,
August 28, 1954

201-213-26/11566/54

His Excellency
Ambassador JAMES B. CONANT,
High Commissioner of the United States,
Mehlemer Aue,
Bad Godesberg-Mehlem.

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of your note of August 6, 1954, to the Federal Chancellor, which in the German translation reads as follows:

[For the English language text of the note, see *ante*, p. 1958.]

The Government of the Federal Republic of Germany accepts the proposal of the Government of the United States and agrees that Your Excellency's note and my note in reply shall be regarded as constituting an arrangement between our two Governments supplementing the agreement of September 9, 1952, between the Governments of the Federal Republic and of the United Kingdom.

I am sending a copy of this note to the United Kingdom High Commissioner.

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

BLÜCHER

The British Deputy High Commissioner for Germany to the Chancellor of the Federal Republic of Germany

AUGUST 16, 1954.

MR. CHANCELLOR,

I have received a copy of the note on the use of the Cuxhaven (Sandbank) Bombing Range addressed to Your Excellency on August 6, 1954 by the United States High Commissioner for Germany, in which he states that he understands that the proposal of the Government of the United States of America contained therein is acceptable to the Government of the United Kingdom.

I have the honour to confirm that the proposal referred to is acceptable to Her Majesty's Government in the United Kingdom.

I am sending a copy of this note to the United States High Commissioner.

I beg Your Excellency to accept the assurance of my highest esteem.

ALLEN

His Excellency
Dr. KONRAD ADENAUER,
Chancellor of the Federal Republic of Germany.

The Chancellor of the Federal Republic of Germany to the British High Commissioner for Germany

Abschrift [1]

DER BUNDESKANZLER
DER BUNDESREPUBLIK DEUTSCHLAND
213-26 II 11039/52

Bonn, den 9. September 1952

Seiner Exzellenz
dem Hohen Kommissar
des Vereinigten Königreichs
Sir Ivone Kirkpatrick
W a h n e r h e i d e

Herr Hoher Kommissar,

Im März letzten Jahres brachte ich Ihnen die Bereitwilligkeit der deutschen Bundesregierung zum Ausdruck, ein anderes Bombenabwurfs-Übungsgebiet im Falle der Freigabe der Insel Helgoland zur Verfügung zu stellen. Ich beehre mich nunmehr, Sie davon in Kenntnis zu setzen, daß die deutsche Bundesregierung bereit ist, der Schaffung eines Übungsgebietes für die Benutzung durch die Royal Air Force an der Küste zwischen Cuxhaven und Bremerhaven (Übungsgebiet "Sandbank") unter den in der Anlage zu dieser Note näher bezeichneten Bedingungen zuzustimmen. Der Text der Anlage geht Ihnen in deutscher und englischer Sprache zu.

Werden diese Vorschläge von der Regierung Ihrer Majestät im Vereinigten Königreich angenommen, so beehre ich mich anzuregen, daß die Antwort Euerer Exzellenz in diesem Sinne zusammen mit dieser Note und der Anlage hierzu als Abkommen zwischen unseren beiden Regierungen in dieser Angelegenheit gelten.

Genehmigen Sie, Herr Hoher Kommissar, den Ausdruck meiner ausgezeichnetsten Hochachtung.

gez. Adenauer

[1]

Beglaubigt:
R.O.S.

AUSWÄRTIGES AMT DER BUNDESREPUBLIK DEUTSCHLAND

[1] Copy of the signed original note as certified by the Foreign Office of the Federal Republic of Germany at Bonn.

Abschrift

Anlage zur Note

Lage des Übungsgebietes

1.) Die Bundesregierung stellt der Regierung Ihrer Majestät zur Benutzung durch die Luftstreitkräfte des Vereinigten Königreichs ein Übungsgebiet für Bombenabwurf an der Küste zwischen Cuxhaven und Bremerhaven zur Verfügung, das als "Übungsgebiet Sandbank" bezeichnet werden wird

2.) Das Ziel in diesem Übungsgebiet liegt ungefähr bei

53° 49' 08" Nord
8° 26' 02" Ost

und hat eine Gefahrenzone mit einem Radius von 7000 Yards (6398 m).

Verwendung des Übungsgebietes

3.) Das Übungsgebiet wird für den Abwurf von Übungsbomben und scharfen Sprengbomben mit einem Höchstgewicht von 1000 lbs. (453,6 kg) benützt werden. Die Bomben werden in kurzen Zeitabständen geworfen und alle auf den Mittelpunkt der Gefahrenzone gezielt werden. Bei keiner Übung werden mehr als 100 Sprengbomben geworfen werden.

4.) Das Übungsgebiet wird den Luftstreitkräften des Vereinigten Königreichs jede Nacht von einer Stunde nach Sonnenuntergang bis eine Stunde vor Sonnenaufgang für den Abwurf scharfer Sprengbomben zur Verfügung stehen. Nachtübungen mit mehr als 50 Flugzeugen werden nicht öfter als zweimal im Monat stattfinden, und keine derartige Übung wird länger als eine Stunde dauern.

5.) Übungen bei Tage werden nicht ständig, sondern nur von Zeit zu Zeit stattfinden. Das Übungsgebiet wird für solche Übungen von Montag bis Freitag zwischen Sonnenaufgang und Sonnenuntergang zur Verfügung stehen. An Übungstagen werden von drei Stunden vor Hochwasser bis drei Stunden nach Hochwasser keine Bomben geworfen werden; diese Bestimmung gilt jedoch nur für eine

Tide innerhalb 24 Stunden. An keiner Verbandsübung bei Tage werden mehr als 45 Flugzeuge teilnehmen. Verbandsübungen müssen innerhalb von 20 Minuten beendet sein.

6.) Das Ziel wird entweder nach Sicht oder mit Hilfe von Radar-Geräten bombardiert werden. Nachts wird das Ziel parallel zur Küste, am Tage aus allen Richtungen angeflogen werden.

Sicherheitsmaßnahmen

7.) Dem britischen Übungsplatzkommando wird ein Polizeioffizier des Bundeswasserschutzes beigegeben, dem die Aufgabe zufällt, die Zusammenarbeit mit den örtlichen deutschen Stellen zu erleichtern.

8.) Nachts wird die Gefahrenzone vor Beginn der Übungen mit Scheinwerfern abgesucht werden.

9.) Bei Übungen am Tage werden die britischen Behörden dafür Sorge tragen, daß der Küstenschiffahrtsweg von der Elbe bis zur Weser durch Postierung je eines Wachbootes an jeder Zufahrt der Gefahrenzone abgesperrt wird.

10.) Zur Beschränkung der mit Blindgängern verbundenen Gefahren werden scharfe Bomben nur mit doppeltem Zünder abgeworfen werden.

11.) Nach jeder Übung, wenn nicht einwandfrei die Explosion jeder Bombe beobachtet werden konnte, wird das Zielgebiet durch ein britisches Übungsplatzkommando nach Blindgängern abgesucht werden.

12.) Abwurfübungen bei Tage müssen mindestens 24 Stunden vorher angekündigt werden. Erfolgt keine derartige Benachrichtigung, wird die Gefahrenzone bei Tage für Fischerei und Schiffahrt freigegeben sein.

13.) Die Art und Weise der Benachrichtigung und alle weiteren Sicherheitsmaßnahmen werden zwischen der 2nd Tactical Air Force und der Dienststelle des Beauftragten des Bundeskanzlers für die mit der Vermehrung der alliierten Truppen zusammenhängenden Fragen (Dienststelle Blank) vereinbart werden. Die Dienststelle Blank wird für die Mitwirkung der zuständigen örtlichen Behörden Sorge tragen.

Feste Anlagen

14.) Alle mit der Errichtung fester Anlagen für das Übungsgebiet zusammenhängenden Fragen werden zwischen den britischen Behörden und der Dienststelle Blank geregelt werden.

15.) Die Bundesregierung wird die gesamten Kosten für die festen Anlagen des Übungsgebietes übernehmen.

Schadensersatz

16.) Im Falle der Beschädigung von Eigentum oder der Verletzung von Personen durch außerhalb der Gefahrenzone abgeworfenen Bomben oder durch Nichtbeachtung der vereinbarten Sicherheitsmaßnahmen werden sich die Bundesregierung und die Regierung Ihrer Majestät wegen des Schadensersatzes miteinander ins Benehmen setzen.

Revision

17.) Die Bundesregierung und Ihrer Majestät Regierung sind bereit, diese Abmachungen zu revidieren, wenn durch die Benützung des Übungsgebietes ernste Schwierigkeiten - besonders im Hinblick auf die Großschiffahrtswege zur Elbe und Weser, auf Erdölbohrungen in diesem Gebiet und auf etwaige Veränderungen der geologischen Struktur des Großen Knechtsandes, der als Barre für die Marschgebiete an der Küste wirkt - verursacht werden sollten.

Unter "ernsten Schwierigkeiten" werden auch schwere Sach- oder Personenschäden verstanden, die durch Fehlabwürfe von Bomben oder Nichteinhaltung der Sicherheitsvorschriften durch die Luftstreitkräfte des Vereinigten Königreichs unter Umständen verursacht werden, die eine Wiederholung nicht als ausgeschlossen erscheinen lassen.

Wenn während der Gültigkeitsdauer dieses Abkommens Erdölbohrungen die Beendigung der Benützung des Übungsgebietes erforderlich machen sollten, wird die Bundesregierung die Errichtung eines Ersatzzieles ermöglichen; sie wird dafür Sorge tragen, daß dieses vor Aufgabe des Übungsgebiets Sandbank fertiggestellt ist.

Gültigkeitsdauer

18.) Dieses Abkommen gilt für die Zeit von 5 Jahren. Es kann nach dieser Zeit im gegenseitigen Einvernehmen verlängert werden.

Abschrift [1]

Annex to Note

Location of the Bombing Range

1.) The Federal German Government place at the disposal of Her Majesty's Government for the use of the Royal Air Force a Bombing Range on the coast between Cuxhaven and Bremerhaven, to be known as the "Sandbank Range".

2.) The target in this Bombing Range is situated approximately at:

53° 49′ 08″ North
8° 26′ 02″ East

and has a danger area with radius of 7,000 yards (6398 metres).

Use of the Bombing Range

3.) The Bombing Range will be used for dropping practice bombs and live explisive bombs with a maximum weight of 1,000 lbs. (453,6 kg). The bombs will be dropped at short intervals of time and will all be aimed at the centre of the danger area. At no one exercise will the number of explosive bombs dropped exceed 100.

4.) The Bombing Range will be available to the Royal Air Force for the dropping of live explosive bombs every night between one hour after sunset and one hour before sunrise. Night exercises with more than 50 aircraft will not exceed two per month, and each such exercise will be finished within one hour.

5.) Exercises by day will not be held continually but only from time to time. The Bombing Range will be available for such exercises from Mondays to Fridays between sunrise and sunset. On practice days, no bombs will be dropped between three hours before high tide and three hours after high tide; this provision applies, however, only to one tide within 24 hours. Not more than 45 aircraft will take part, in any formation exercise by day. Formation exercises will finish within 20 minutes.

6.) The target will be bombed either by sight or with radar equipment. By night the target may be approached parallel to the coast, by day from any direction.

[1] In translation reads: "Copy."

Safety Measures

7.) A police officer of the Federal Water Police will be attached to the British Control Detachment and will have the task of facilitating cooperation with the local German authorities.

8.) By night, the danger area will be swept by searchlights before the exercises start.

9.) If exercises are held by day, the British authorities will arrange for the coastal shipping route from the Elbe to the Weser to be blocked by one patrol vessel posted at each of the entrance points to the danger area.

10.) In order to limit the dangers connected with unexploded bombs, live bombs will be dropped only with double fusing.

11.) After every exercise, unless every bomb is clearly observed to have exploded, the target area will be searched for unexploded bombs by a British control detachment.

12.) Twenty-four hours' advance notification of bombing practice by day must be given. If no such notification is given, the danger area will be open to fishing and shipping during daytime.

13.) The method of notification and all further safety measures will be agreed upon between the 2nd Tactical Air Force and the Office of the Federal Chancellor's Commissioner for questions connected with the increase of Allied troops (Blank Office). The Blank Office will ensure coordination with the competent local authorities.

Fixed Installations

14.) All questions concerning the setting up of fixed installations for the bombing range will be settled between the British authorities and the Blank Office.

15.) The Federal German Government will bear the whole cost of the fixed installations for the bombing range.

Compensation

16.) In case of damage to property or injury to persons by bombs dropped outside the danger area or by non-compliance with the agreed safety measures the Federal German Government and Her Majesty's Government will consult about compensation.

Revision

17.) Her Majesty's Government and the Federal Government will be prepared to review the arrangements set out above if serious difficulties should arise through the use of the bombing range having

regard in particular to the shipping routes to the Elbe and the Weser, and having regard to oil boring operations in this area, and to any changes in the geological structure of the Großer Knechtsand, which acts as a bar for the marshy areas on the coast. The expression "serious difficulties" will include serious damage to property or injury to persons which may be caused through faulty bombing or non-compliance by the Royal Air Force with security regulations in circumstances which do not exclude the possibility of a repetition. If oil boring operations should necessitate abandoning the use of the range during the period of the present agreement, the Federal Government will make available an alternative target and will ensure that it is ready before use of the Sandbank Range is discontinued.

Validity

18.) This agreement is valid for five years. It can be prolonged by mutual consent.

Translation

Copy

THE FEDERAL CHANCELLOR
OF THE FEDERAL REPUBLIC OF GERMANY

213-26 II 11039/52

BONN, *September 9, 1952*

His Excellency
Sir IVONE KIRKPATRICK
High Commissioner
of the United Kingdom
Wahnerheide

MR. HIGH COMMISSIONER,

In March of last year I stated that the German Federal Government was prepared to make another bombing range available in case of the release of the island of Helgoland. I now have the honor to inform you that the German Federal Government is prepared to agree to the creation of a bombing range for the use of the Royal Air Force on the coast between Cuxhaven and Bremerhaven ("Sandbank" Bombing Range) under the conditions indicated in detail in the annex to this note. The text of the annex is being transmitted to you in German and in English.

If these suggestions are accepted by Her Majesty's Government of the United Kingdom, I have the honor to propose that Your Excellency's reply in this sense, together with this note and the annex thereto, be considered an agreement between our two Governments in this matter.

Accept, Mr. High Commissioner, the expression of my highest consideration.

ADENAUER

[Certificate, with Official Seal, of the Foreign Office of the Federal Republic of Germany]

The British High Commissioner for Germany to the Chancellor of the Federal Republic of Germany

OFFICE OF THE UNITED KINGDOM HIGH COMMISSIONER,
(22c) WAHNERHEIDE,
RHEINLAND.

9TH SEPTEMBER, 1952

MR. CHANCELLOR,

I have the honour to acknowledge receipt of Your Excellency's Note of 9th September, 1952. The proposals contained in it and in the Annex thereto are accepted by Her Majesty's Government in the United Kingdom.

I agree with Your Excellency's suggestion that this Note, Your Excellency's Note under reply and the Annex thereto should be regarded as constituting an Agreement between our two Governments in the matter.

I beg Your Excellency to accept the assurance of my highest esteem.

IVONE KIRKPATRICK

His Excellency Dr. CONRAD ADENAUER,
Chancellor of the Federal Republic of Germany,
Bonn

The United Kingdom High Commissioner for Germany to the United States High Commissioner for Germany

PRIVATE OFFICE OF THE UNITED KINGDOM HIGH COMMISSIONER
(22c) BONN
FRIEDRICH-EBERT-ALLEE 77

SEPTEMBER 21, 1954.

MY DEAR HIGH COMMISSIONER,

I have received copies of the exchange of letters between yourself and the Federal Vice-Chancellor dated the 6th and the 28th of August, [1] regarding the use of the Sandbank Practice Bombing Range by the United States Air Force.

I have now received a letter, dated the 7th of September from Professor Hallstein, of which I enclose an English translation.

Since the terms of the Agreement of the 9th of September, 1952, [2] between the Federal Government and Her Majesty's Government are now applicable to the use of the range by the United States Air Force, I shall be grateful if you will confirm that you have no objection to the amendment to paragraph 12 of the Agreement now proposed by the Federal Government.

Yours sincerely

F R HOYER MILLAR

F. R. Hoyer Millar

His Excellency Dr. JAMES B. CONANT,
United States High Commissioner in Germany,
Mehlem.

Translation of letter received from Professor Hallstein dated 7 September, 1954

DEAR MR. AMBASSADOR,

After the beginning of bombing in the practice area "Sandbank" representations were made to me from wide circles of the North German coastal population, more especially from the fishermen living there, requesting me to arrange that the target area should be given free for fishing and shipping during the time in which it is not being used by the R.A.F.

[1] *Ante*, pp. 1958, 1960.
[2] *Ante*, p. 1964.

Whereas this area is only closed by day if the R.A.F. gives notice that bombing will take place, the Federal Government under Article 3 of the River and Shipping Police Regulations of July 25, 1953 (BGB1.1953, II, p. 524) was compelled to forbid navigation by night in the bombing area permanently. Under figure 4, sentence 1 of the Annex to the Note of September 9, 1952, the area has hitherto been at the disposal of the Royal Air Force every night from one hour after sundown until one hour before sunrise without the necessity of previous notice of the carrying out of exercises during that period.

The fishing and shipping circles interested have pointed out that such a far-reaching prohibition of presence in the practice area by night is unnecessary. They have asked that in order to avoid unnecessary economic loss presence in the practice area shall only be prohibited if bombing exercises are planned at specially notified times.

In view of the wish expressed on all sides that the industrial activities of the fishermen and navigation in the practice area should only be restricted when this is necessitated by practices arranged by the R.A.F., I should be very much obliged to you, Mr. Ambassador, if Her Majesty's Government would declare its agreement that night exercises should also be notified at least 24 hours beforehand. The Federal Government would then be in a position, after altering Article 3 of the above-mentioned River and Shipping Police Regulations, to restrict the prohibition of navigation in the R.A.F. practice area to the times to be specially notified. If Her Majesty's Government agrees to this proposal, I would suggest that this letter and the reply of Your Excellency be regarded as an Agreement between our two Governments under which Figure 12) of the Annex to the Note of September 9, 1952 would now read as follows:

> "Twenty-four hours' advance notification of bombing practice must be given. If no such notification is given, the danger zone shall be opened to fishing and shipping."

Having regard to the accession of the United States to the Anglo-German Agreement of September 9, 1952, which has taken place in the meantime, of which the Deputy of the Federal Chancellor informed Your Excellency in his letter of August 28, 1954, [1] I would be grateful if you would obtain the agreement of the Government of the United States to the proposed amendment of the Agreement.

Please accept, Mr. Ambassador, the expression of my highest esteem."

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[1] *Ante*, p. 1960.

The Deputy United States High Commissioner for Germany to the United Kingdom High Commissioner for Germany

BAD GODESBERG, *Mehlemer Aue*
September 24, 1954

MY DEAR MR. HIGH COMMISSIONER:

I have received your letter of September 21, 1954 addressed to Dr. Conant which encloses a translation of a letter of September 7, 1954 to you from Professor Hallstein and seeks the agreement of my Government to amend the "Sandbank Agreement" so as to provide for 24 hour advance notification of practice bombing by night as well as by day. Accordingly, the proposal has been made to delete paragraph 12 of the Annex to the Chancellor's Note of September 9, 1952 to the United Kingdom High Commissioner (subsequently adhered to by the United States Government) and to substitute as a new paragraph 12 the following:

> "Twenty-four hours' advance notification of bombing practice must be given. If no such notification is given, the danger zone shall be opened to fishing and shipping."

I have the honor to confirm that the United States Government accepts the amendment proposed by the Government of the Federal Republic. You make take this letter as your authority to notify the Federal Government of my Government's agreement to the proposed amendment.

I am forwarding a copy of this letter to State Secretary Hallstein.

Sincerely yours,

WALTER DOWLING

His Excellency,
Sir F. R. HOYER MILLAR,
United Kingdom High Commissioner,
Bonn.

The Chancellor of the Federal Republic of Germany to the United Kingdom High Commissioner for Germany

DER BUNDESKANZLER
UND
BUNDESMINISTER DES AUSWÄRTIGEN

201-213-26/14373/54 BONN, den 15. *Oktober 1954.*

Seiner Exzellenz
dem Hohen Kommissar des Vereinigten Königreichs
Herrn Botschafter Sir FREDERICK HOYER MILLAR
Bonn a/Rhein
Friedrich-Ebert-Allee 77

HERR BOTSCHAFTER,

Ich beehre mich, auf das Abkommen Bezug zu nehmen, das durch die am 9. September 1952 in Bonn-Wahnerheide ausgetauschten Noten zwischen der Regierung der Bundesrepublik Deutschland und der Regierung des Vereinigten Königreichs von Grossbritannien und Nordirland betreffend ein neues Bombenzielgelände bei Cuxhaven mit der Bezeichnung Übungsgebiet Sandbank zustandegekommen ist, und verzuschlagen, dass Ziffer 12 der Anlage zu dem obengenannten Abkommen folgende geänderte Fassung erhält:

"Abwurfübungen müssen mindestens 24 Stunden vorher angekündigt werden. Erfolgt keine derartige Benachrichtigung, wird die Gefahrenzone für Fischerei und Schiffahrt freigegeben sein."

Falls obiger Vorschlag für die Regierung des Vereinigten Königreichs annehmbar ist, beehre ich mich, anzuregen, diese Note und die Antwort Eurer Exzellenz in diesem Sinne als Abkommen in dieser Angelegenheit zwischen den beiden Regierungen anzusehen, das sofort in Kraft treten soll.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.

ADENAUER

Translation

THE FEDERAL CHANCELLOR
AND
FEDERAL MINISTER OF FOREIGN AFFAIRS

201-213-26-/14373/54 BONN, *October 15, 1954.*

His Excellency
The High Commissioner of the United Kingdom
Ambassador Sir FREDERICK HOYER MILLAR
Friedrich Ebert Allee 77
Bonn am Rhein

MR. AMBASSADOR,

I have the honor to refer to the Agreement, constituted by the Notes which were exchanged at Bonn-Wahnerheide on September 9, 1952, between the Government of the Federal Republic of Germany and the Government of the United Kingdom of Great Britain and Northern Ireland, for a new practice bombing range near Cuxhaven to be known as the Sandbank Range, and to propose that Paragraph 12 of the Annex to the above-mentioned Agreement should be modified to read as follows:

"Not less than twenty-four hours' advance notification of bombing practice must be given. If no such notification is given, the danger area will be open to fishing and shipping."

If the foregoing proposal is acceptable to the Government of the United Kingdom, I have the honor to suggest that the present Note and Your Excellency's reply in that sense should be regarded as constituting an agreement between the two Governments in this matter which shall enter into force immediately.

Accept, Mr. Ambassador, the assurance of my highest consideration.

ADENAUER

The United Kingdom High Commissioner for Germany to the Chancellor of the Federal Republic of Germany

PRIVATE OFFICE OF THE
UNITED KINGDOM HIGH COMMISSIONER,
(22c) BONN,
FRIEDRICH EBERT ALLEE 77.

OCTOBER 18, 1954.

MR. CHANCELLOR,

I have the honour to acknowledge receipt of your Excellency's Note of the 15th of October, 1954, the English translation of which reads as follows:

68086 O - 56 Pt. II - 55

"I have the honour to refer to the Agreement, constituted by the Notes which were exchanged at Bonn-Wahnerheide on the 9th of September 1952, between the Government of the Federal Republic of Germany and the Government of the United Kingdom of Great Britain and Northern Ireland, for a new practice bombing range near Cuxhaven to be known as the Sandbank Range, and to propose that Paragraph 12 of the Annex to the above-mentioned Agreement should be modified to read as follows:

> "Twenty four hours advance notification of bombing practice must be given. If no such notification is given the danger area will be open to fishing and shipping."

If the foregoing proposal is acceptable to the Government of the United Kingdom I have the honour to suggest that the present Note and Your Excellency's reply in that sense should be regarded as constituting an agreement between the two Governments in this matter which shall enter into force immediately."

I confirm that the proposal contained in your Note is acceptable to the Government of the United Kingdom and agree that this Note and your Excellency's Note under reply shall be regarded as constituting an agreement between our two Governments in this matter which shall enter into force immediately.

Please accept, Sir, the assurance of my highest esteem.

F. R. HOYER MILLAR

His Excellency Dr. KONRAD ADENAUER,
Chancellor of the Federal Republic of Germany,
Bonn.

CONSTRUCTION OF REMEDIAL WORKS AT NIAGARA FALLS

TIAS 3064
Sept. 13, 1954

Agreement between the
UNITED STATES OF AMERICA
and CANADA

- Effected by Exchange of Notes
  Signed at Ottawa September 13, 1954
- Entered into force September 13, 1954

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

DEPARTMENT OF
EXTERNAL AFFAIRS
CANADA

No. X-233 OTTAWA, *September 13, 1954.*

SIR:

I have the honour to refer to recent conversations between representatives of our two Governments with respect to the construction of remedial works at Niagara Falls. As Article II of the Convention between the United States and Canada signed on February 27, 1950,[1] concerning uses of the waters of the Niagara River provides that "the total cost of the works shall be divided equally between the United States of America and Canada", the Government of Canada and the Government of the United States consider it desirable that 50 per cent of the cost of the remedial works at Niagara Falls completed by or on behalf of the other Government shall be paid by or on behalf of such other Government as work progresses.

I have the honour to propose, therefore, that our two Governments agree as follows:

(a) The Government of Canada and the Government of the United States shall each bear 50 per cent of the cost of the remedial works at Niagara Falls done by or on behalf of the other Government as work progresses. Monthly statements of expenditures and payments to cover them in the funds of the country performing the work shall be exchanged between the agents of the two countries as indicated below. Adjustments will be made from time to time as required.

(b) In order to facilitate administration, payments by the United States Government shall be made directly to The Hydro-Electric Power Commission of Ontario, through the office of the Project Manager, Sir Adam Beck–Niagara Generating Station No. 2, Niagara Falls, Ontario, acting on behalf of the Government of the Province of Ontario, which, under an Agreement dated March 27, 1950, made between the Government of Canada and the Gov-

[1] Treaties and Other International Acts Series 2130; 1 UST 696.

ernment of Ontario, has assumed the obligations of the Government of Canada in respect of the Canadian share of the cost of the remedial works to be constructed pursuant to Article II of the Niagara Treaty. Payments to the United States Government by The Hydro-Electric Power Commission of Ontario shall be made to "The Treasurer of the United States" and be forwarded to the District Engineer, Buffalo, New York, District of the Corps of Engineers. In order to comply with the provisions of Article II of the Niagara Treaty, the receipts to be given for each payment made by The Hydro-Electric Power Commission of Ontario to the United States Corps of Engineers, and *vice versa*, shall constitute a full and sufficient discharge of the financial obligations of the two Governments under the Treaty in respect of each such payment. In addition a final discharge of financial obligations shall be made between the Government of Canada and the Government of the United States when payments for all costs of the remedial works have been completed.

(c) Data in support of claims for reimbursements incurred for the period covered shall be made available by the Government of the United States through the District Office of the United States Corps of Engineers in Buffalo, New York, and by the Government of Canada through The Hydro-Electric Power Commission of Ontario, Office of the Project Manager, Sir Adam Beck–Niagara Generating Station No. 2, Niagara Falls, Ontario.

(d) This arrangement shall remain in force until all payments have been completed and the final discharge of financial obligations referred to above has been made by an exchange of notes. It is understood that the arrangements herein set forth for the procedure respecting payment of amounts due Canada are subject to the appropriation by the Congress of the funds required to pay such disbursements.

If the Government of the United States is agreeable to the foregoing proposals, I suggest that the present Note and your reply to that effect should constitute an agreement between our two Governments which shall take effect this day.

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

L B Pearson
Secretary of State for External Affairs

Don C. Bliss, Esq.,
Chargé d'Affaires a.i.,
Embassy of the United States
of America,
Ottawa.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

UNITED STATES EMBASSY,
Ottawa, September 13, 1954.

No. 48

SIR:

I have the honor to acknowledge receipt of your note No. X–233 of September 13, 1954, in which you make proposals concerning the procedure to be followed in the payment of expenditures incurred by or on behalf of the respective Governments for work performed at Niagara Falls pursuant to Article II of the convention between the United States and Canada signed on February 27, 1950 concerning the uses of the waters of the Niagara River.

I have the honor to state that the Government of the United States concurs in these proposals and agrees that your note and the present reply shall constitute an agreement between our Governments establishing procedures to be followed with respect to disbursement of funds in payment for expenditures on construction of remedial works at Niagara Falls.

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

DON C. BLISS

The Honorable
LESTER B. PEARSON,
Secretary of State for External Affairs,
Ottawa.

RELIEF SUPPLIES AND EQUIPMENT

TIAS 3065
June 18, 1953,
and Oct. 2, 1954

Duty-Free Entry and Exemption From Internal Taxation

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

- Effected by Exchange of Notes
  Dated at Karachi June 18, 1953,
  and October 2, 1954
- Entered into force October 2, 1954

The American Embassy to the Pakistani Ministry of Foreign Affairs and Commonwealth Relations

AMERICAN EMBASSY
No. 295 *Karachi, June 18, 1953.*

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Commonwealth Relations, and has the honor to refer to its Note No. 217 dated May 6, 1953 [1] requesting that the Government of Pakistan designate representatives with whom representatives of the Embassy of the United States might discuss the question of duty free entry of relief supplies and equipment donated to the people and/or Government of Pakistan by the people and/or Government of the United States. The Embassy understands, unofficially, that the Government of Pakistan has agreed to accord duty free entry for such supplies. The Government of the United States is also prepared to pay the ocean freight on all such shipments, provided the Government of Pakistan agrees to pay the cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Pakistan to the ultimate beneficiary.

The Embassy understands that a sizeable shipment of dried milk has been designated for Pakistan provided that agreement on certain principles can be reached by the Government of Pakistan and the Government of the United States.

The Department of State has advised that the following basic principles must govern such shipments and has suggested that the following text of a note be delivered to the Government of Pakistan:

"I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in Pakistan. I also have the honor to confirm the understandings reached as a result of those conversations, as follows:

[1] Not printed.

"1. The Government of Pakistan shall accord duty-free entry into Pakistan, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Pakistan which have been or hereafter shall be approved by the Government of Pakistan.

"2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small selfhelp industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

"3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this Agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

"4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Pakistan to the ultimate beneficiary will be borne by the Government of Pakistan.

"5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

"6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of Pakistan, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Pakistan.

"I have the honor to propose that, if these understandings meet with the approval of the Government of Pakistan, this note and your Excellency's note in reply constitute an agreement between our two Governments, effective on the date of your Excellency's reply, to remain in force until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it."

The Embassy will appreciate an early reply from the Ministry of Foreign Affairs and Commonwealth Relations advising us of the Government of Pakistan's acceptance or rejection of the principles as proposed above.

The MINISTRY OF FOREIGN AFFAIRS AND
COMMONWEALTH RELATIONS,
Karachi.

The Pakistani Ministry of Foreign Affairs and Commonwealth Relations to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
&
COMMONWEALTH RELATIONS
KARACHI

EC.2/12/54 *October 2, 1954.*

The Ministry of Foreign Affairs and Commonwealth Relations presents its compliments to the Embassy of the United States of America in Pakistan and has the honour to refer to the Embassy note No. 295 dated the 18th June, 1953, regarding an Agreement between the United States of America and Pakistan to cover the shipment of free gifts by individuals and organizations in the United States to individuals and organizations in Pakistan, the text of which as set out in the Embassy note, is as follows :–

"I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in Pakistan. I also have the honor to confirm the understandings reached as a result of those conversations, as follows:

"1. The Government of Pakistan shall accord duty-free entry into Pakistan, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Pakistan which have been or hereafter shall be approved by the Government of Pakistan.

"2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small selfhelp industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

"3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this Agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

"4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Pakistan to the ultimate beneficiary will be borne by the Government of Pakistan.

"5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

"6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of Pakistan, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Pakistan.

"I have the honor to propose that, if these understandings meet with the approval of the Government of Pakistan, this note and your Excellency's note in reply constitute an agreement between our two Governments, effective on the date of your Excellency's reply, to remain in force until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it."

2. The Ministry of Foreign Affairs and Commonwealth Relations has the honour to state that the above understandings meet with the approval of the Government of Pakistan which will regard this Agreement as effective from today and as remaining in force until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it.

3. The Ministry avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.

To

THE EMBASSY OF THE UNITED STATES
OF AMERICA IN PAKISTAN,
Karachi

TECHNICAL COOPERATION

TIAS 3066
June 30, 1954

Program of Industry

Agreement between the
UNITED STATES OF AMERICA
and ECUADOR

- Signed at Quito June 30, 1954
- Entered into force June 30, 1954

AGREEMENT FOR A COOPERATIVE PROGRAM OF INDUSTRY 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 Ecuador, have agreed as follows:

ARTICLE I

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Ecuador, signed at Quito on May 3, 1951, [1] as subsequently modified and supplemented, [2] a cooperative program of industry shall be initiated in Ecuador. The obligations assumed herein by the Government of Ecuador will be performed by it through its Ministry of Social Welfare (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations hereunder through The Institute of Inter-American Affairs, and may secure the assistance of other public and private agencies in the discharge of those obligations. The Ministry and the Administration shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation, as subsequently modified and supplemented.

ARTICLE II

FIELDS OF ACTIVITY

This cooperative program of industry will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1) Studies of the needs of Ecuador in the field of industry, and the resources which are available to meet these needs;

[1] Treaties and Other International Acts Series 2249; 2 UST 955.
[2] TIAS 2632; 3 UST, pt. 4, p. 4720.

2) The formulation and continuous adaptation of a program to help meet such needs;
3) The initiation and administration of projects in economic, industrial, technical and marketing research; modern methods of production in handicraft and small industry fields; construction of improved equipment and machinery utilizing local materials; production of textiles through improvement of raw material preparation, spinning, dyeing, weaving and styling; distribution and marketing of products; and such other projects in industry and related fields as the parties may agree upon;
4) Related training activities, both within and outside of Ecuador.

ARTICLE III

THE TECHNICIANS AND SPECIALISTS

The Administration will make available a group of technicians and specialists to collaborate in carrying out the activities to be conducted pursuant to this Agreement. The size and composition of this group shall be determined by the Administration. These technicians and specialists shall be selected and assigned by the Government of the United States of America but shall be subject to acceptance by the Government of Ecuador. They shall be members of the United States of America Operations Mission in Ecuador (hereinafter referred to as the "Operations Mission") and shall be under the direction of the Director of the Operations Mission.

ARTICLE IV

THE COOPERATIVE SERVICE

There is hereby established within the Ministry an agency to be known as the Servicio Cooperativo Interamericano de Industrias y Artes Manuales (hereinafter referred to as "SCIAM") which shall be responsible for administering the cooperative program of industry in accordance with the provisions of this Agreement. The Director of the Operations Mission or his designee shall serve as the Director of SCIAM (hereinafter referred to as the "Director"). Members of the Operations Mission may become officers or employees of SCIAM under such arrangements as may be agreed upon by the Director and the Minister of Social Welfare (hereinafter referred to as the "Minister").

ARTICLE V

JOINT CONTRIBUTIONS

The parties shall contribute and make available, to the extent provided below, funds for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules:

1) The Government of the United States of America shall pay the salaries and other expenses of the members of the Operations Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be expended by the Government of the United States of America and shall not be deposited to the credit of the SCIAM.

2) In addition, for the period from the date of entry into force of this Agreement through December 31, 1954, the Government of the United States of America, through The Institute of Inter-American Affairs of the Administration, shall contribute to SCIAM the sum of $20,000 (Twenty Thousand Dollars). This sum shall be deposited to the credit of SCIAM in currency of the United States of America as follows:

On July 1, 1954	$ 5,000.00
On September 1, 1954	$ 7,500.00
On December 1, 1954	$ 7,500.00

3) The Government of Ecuador, acting through the Ministry, shall contribute to SCIAM for the period from the date of entry into force of this Agreement through December 31, 1954, the sum of S/. 346,000 (Three Hundred Forty Six Thousand Sucres). This sum shall be deposited to the credit of SCIAM in currency of Ecuador as follows:

On July 1, 1954	S/. 86,500.00
On September 1, 1954	S/. 129,750.00
On December 1, 1954	S/. 129,750.00

4) The parties may later agree in writing upon the amount of funds that each will contribute each year for use in carrying out the program during the period from December 31, 1954, through December 31, 1960. The provisions of this Article V shall be applicable to such subsequent contributions.

5) It is intended that, with respect to contributed funds to be deposited to the credit of SCIAM, such contributions will in general be deposited in periodic installments to be made by the two parties at the same times and in proportionally corresponding amounts. Each deposit made to the credit of SCIAM by either of the parties shall be available for withdrawal or expenditure only after the agreed corresponding deposit of the other party has been made. Funds deposited by either party and not matched by the required corresponding deposit of the other party shall be returned to the contributing party prior to the distribution provided for in paragraph 4 of Article VIII of this Agreement.

6) The funds contributed pursuant to paragraphs 2, 3, and 4 of this Article V shall be available for the procurement of supplies, materials and equipment, for obtaining additional technicians and other personal services by employment or contract, and for any other needs of the program.

7) Funds deposited to the credit of SCIAM may be maintained in such bank or banks as the Director shall designate and shall be available only for the purposes of this Agreement. No funds of SCIAM shall be withdrawn for any purpose except by issuance of a check or other suitable withdrawal document signed by the Director or his designees. The Director shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to SCIAM any money which it shall pay out from the funds of SCIAM on the basis of any document other than a check or other withdrawal document that has been signed by the Director or his designees.

ARTICLE VI

ADDITIONAL CONTRIBUTIONS

1) The projects to be undertaken under this Agreement may include cooperation with national, state, and local government agencies in Ecuador, as well as with organizations of a public or private character, and international organizations of which the United States of America and Ecuador are members. By agreement between the Minister and the Director contributions of funds, property, services, or facilities, by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of SCIAM for use in effectuating the cooperative program of industry, in addition to the funds, property, services and facilities required to be contributed under Article V.

2) The Ministry and other agencies of the Government of Ecuador, in addition to the cash contribution provided for in paragraph 3, of Article V hereof, may at their own expense, pursuant to agreement between the Minister and the Director:

   a) Appoint specialists and other necessary personnel to collaborate with the Operations Mission;

   b) Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies, and services as they can provide for the said program;

   c) Make available the general assistance of other governmental agencies of the Government of Ecuador for carrying out the cooperative program of industry.

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ARTICLE VII

PROJECT OPERATIONS

1) The cooperative program of industry herein provided for shall consist of a series of projects to be jointly planned by the Minister and the Director. Each project shall be embodied in a written project agreement which shall be signed by the Minister and the Director, shall define the work to be done, shall make allocations of funds therefor from moneys available to SCIAM, and may contain such other matters as the parties may desire to include. The Minister and the Director may enter into project agreements with other ministries or agencies of the Government of Ecuador, to provide for the administration of projects by such other agencies.
2) Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister and the Director, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.
3) The selection of specialists, technicians and others in the field of industry to be sent for training to the United States of America or elsewhere at the expense of SCIAM pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Minister and the Director.
4) The general policies and administrative procedures that are to govern the cooperative industry program, the carrying out of projects, and the operations of SCIAM, such as the disbursement of and accounting for funds, the incurrence of obligations of SCIAM, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of SCIAM and the terms and conditions of their employment, and all other administrative matters, shall be determined by the Minister and the Director. Once all such administrative matters and policies have been agreed upon in principle, the Director shall be responsible for carrying out such agreements.
5) All contracts and other instruments and documents of the Servicio relating to the execution of projects under this Agreement shall be executed in the name of the Servicio and shall be signed by the Director. The books and records of SCIAM related to the Cooperative Program shall be open at all times for examination by authorized representatives of the Government of Ecuador and the Government of the United States of America. The Director shall render an annual report of the activities of SCIAM to the Minister and to the Government of the United States, and other reports at such intervals as may be appropriate.

6) Any power conferred by this Agreement upon the Minister and the Director may be delegated by either of them to any of his assistants, provided each such delegation is satisfactory to the other. Such delegation shall not limit the right of either of them to refer any matter directly to one another for discussion and decision.

ARTICLE VIII

ADDITIONAL FISCAL PROVISIONS

1) All funds deposited to the credit of SCIAM pursuant to this Agreement shall continue to be available for the cooperative program of industry during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.
2) Title to all materials, equipment and supplies acquired for SCIAM by the Administration with funds contributed to SCIAM but not deposited to the credit of SCIAM shall, unless otherwise agreed by the Minister and the Director, pass to SCIAM at the time such title is relinquished by the Seller. Property acquired by SCIAM shall be used only in the furtherance of this Agreement and any such property remaining at the termination of this cooperative program shall be at the disposition of the Government of Ecuador.
3) Income from operations of SCIAM, interest received on funds of SCIAM, and any other increment of assets of SCIAM of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either party.
4) Any funds of SCIAM which remain unexpended and unobligated on the termination of the cooperative program of industry shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made on behalf of the two Governments under this Agreement, as it may be from time to time amended and extended.
5) Funds deposited by the Government of the United States of America to the credit of SCIAM and any other funds that may be introduced into Ecuador by the Government of the United States of America pursuant to this Agreement shall be convertible at the highest rate which, at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other official expenditure in Ecuador.

ARTICLE IX

RIGHTS AND EXEMPTIONS

1) The Government of Ecuador agrees to extend to SCIAM and to all personnel employed by SCIAM, all rights and privileges which are enjoyed by other agencies of the Ministry or their personnel.
2) Supplies, equipment and materials introduced into Ecuador by the Administration, either directly or through contract with any public or private organization, for purposes of effectuating this Agreement shall be admitted into Ecuador free of any customs duties and import taxes.
3) All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are at present in Ecuador to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Ecuador in accordance with Article III hereof, shall be exempt from income and social security taxes levied under the laws of Ecuador with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

ARTICLE X

LEGISLATIVE AND EXECUTIVE ACTION

The Minister will endeavour to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XI

ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Industrial Service Program Agreement". It shall enter into force on the date that it is signed and shall remain in force through December 31, 1960, or until three months after either party shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1954, through December 31, 1960 shall be subject to the availability of funds to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article V, paragraph 4, hereof.

Done in duplicate, in the English and Spanish languages, at Quito, this 30th. day of June, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

THOMAS J. MALEADY
Chargé d'Affaires ad interim of the United States of America

CHARLES P. BLANKS, Jr.
Director of the United States Operations Mission in Ecuador, The Institute of Inter-American Affairs of the Foreign Operations Administraiion

FOR THE GOVERNMENT OF ECUADOR

LUIS ANT. PEÑAHERRERA
Minister of Foreign Affairs

P C
Minister of Public Works,
Acting Minister of Social Welfare

CONVENIO PARA UN PROGRAMA COOPERATIVO DE INDUSTRIAS, 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 del Ecuador convienen en lo que sigue:

ARTICULO I

LAS ENTIDADES A OPERAR

De conformidad cor el Convenio General para Cooperación Técnica celebrado entre el Gobierno de los Estados Unidos de América y el Gobierno del Ecuador, suscrito en Quito el 3 de Mayo de 1.951, que ha sido subsiguientemente modificado y prorrogado, se iniciará en el Ecuador un Programa Cooperativo de Industrias. Las obligaciones que por el presente asume el Gobierno del Ecuador serán cumplidas por éste a través de su Ministerio de Previsión Social, (que en adelante se llamará el "Ministerio"). Las obligaciones que por el presente asume el Gobierno de los Estados Unidos de América serán cumplidas por éste a través de la Foreign Operations Administration, (que en adelante se llamará la "Administración"), una Agencia del Gobierno de los Estados Unidos de América. La Administración podrá cumplir con sus obligaciones aquí contraídas por medio del Instituto de Asuntos Interamericanos y podrá obtener la asistencia de otras agencias públicas o privadas en el cumplimiento de dichas obligaciones. El Ministerio y la Administración participarán conjuntamente en todas las fases de la planificación y administración del Programa Cooperativo. Este Convenio y todas las actividades que se lleven a cabo bajo él estarán gobernados por las provisiones de dicho Convenio General para Cooperación Técnica, subsiguientemente reformado y prorrogado.

ARTICULO II

CAMPOS DE ACTIVIDAD

Este Programa Cooperativo de Industrias incluirá, en la extensión que las partes, de tiempo en tiempo convinieren, operaciones de los siguientes tipos:

1) Estudios de las necesidades del Ecuador en el campo de la industria, y de los recursos disponibles para llenar estas necesidades;

2) La formulación y adaptación continua de un programa que coadyuve a llenar tales necesidades;
3) La iniciación y administración de proyectos de investigación económica, industrial, técnica y de mercado de productos; de métodos modernos de producción en artes manuales y en los campos de las pequeñas industrias; de construcción de equipo mejorado y de maquinaria, mediante la utilización de materiales locales; de producción de tejidos mediante el mejoramiento en la preparación de materia prima, y en el hilado, tinturado, tejido y estilo; de distribución y consecución de mercados para estos productos; y la ejecución de aquellos otros proyectos de carácter industrial y actividades conexas, en que las partes del presente convinieren;
4) Desarrollo de actividades de capacitación y entrenamiento, relacionadas con lo que antecede, tanto dentro como fuera del Ecuador.

ARTICULO III

LOS TECNICOS Y ESPECIALISTAS

La Administración pondrá a disposición del programa un grupo de técnicos y especialistas para que colaboren en la ejecución de las actividades a desarrollarse de acuerdo con este Convenio.

El número y composición de este grupo será determinado por la Administración. Estos técnicos y especialistas serán seleccionados y asignados por el Gobierno de los Estados Unidos de América, pero estarán sujetos a la aceptación del Gobierno del Ecuador. Serán miembros de la Misión de Operaciones de los Estados Unidos de América en el Ecuador (que en adelante se llamará la "Misión") y se hallarán bajo la dirección de ésta.

ARTICULO IV

EL SERVICIO COOPERATIVO

Se establece por el presente, dentro del Ministerio, una entidad que será conocida como el Servicio Cooperativo Interamericano de Industrias y Artes Manuales (que en adelante se llamará el "SCIAM") que tendrá bajo su responsabilidad la administración del programa cooperativo de industrias, de acuerdo con las estipulaciones de este Convenio. El Director de la Misión o la persona que él designe actuará como Director del SCIAM (quien en adelante se llamará el "Director"). Los miembros de la Misión podrán actuar como funcionarios o empleados del SCIAM, en los términos y condiciones que sean convenidos entre el Director y el Ministro de Previsión Social (que en adelante se llamará el "Ministro").

ARTICULO V

CONTRIBUCIONES

Las partes del presente contribuirán y pondrán a disposición, en la medida que más adelante se indica, los fondos a emplearse en la ejecución del programa durante el período a que este Convenio se refiere, de acuerdo con las estipulaciones que siguen:

1) El Gobierno de los Estados Unidos de América pagará los sueldos y otros gastos de los miembros de la Misión, como también aquellos otros gastos de carácter administrativo en que incurriere el Gobierno de los Estados Unidos de América en conexión con este programa cooperativo. Estos fondos serán desembolsados por el Gobierno de los Estados Unidos de América y no serán depositados en la cuenta del SCIAM.

2) Además, por el período comprendido entre la fecha de vigencia de este Convenio y el 31 de Diciembre de 1.954, el Gobierno de los Estados Unidos de América, por medio del Instituto de Asuntos Interamericanos de la Administración, contribuirá al SCIAM la suma de $20.000,oo (veinte mil dólares). Esta suma será depositada en la cuenta del SCIAM, en moneda de los Estados Unidos de América, como sigue:

El 1° de Julio de 1.954	$ 5. 000,oo
El 1° de Septiembre de 1.954	$ 7. 500,oo
El 1° de Diciembre de 1.954	$ 7. 500,oo

3) El Gobierno del Ecuador, por intermedio del Ministerio, contribuirá al SCIAM, por el período comprendido entre la fecha de vigencia de este Convenio y el 31 de Diciembre de 1.954, la suma de S/.346.000,oo (trescientos cuarenta y seis mil sucres). Esta suma será depositada en la cuenta del SCIAM, en moneda del Ecuador, como sigue:

El 1° de Julio de 1.954	S/. 86. 500,oo
El 1° de Septiembre de 1.954	S/. 129. 750,oo
El 1° de Diciembre de 1.954	S/. 129. 750,oo

4) Las partes del presente podrán posteriormente convenir por escrito sobre la cantidad de fondos que cada una de ellas habrá de contribuír en cada año para el desarrollo del programa durante el período comprendido entre el 31 de Diciembre de 1.954 y el 31 de Diciembre de 1.960. Las provisiones de este Artículo V serán aplicables a tales contribuciones subsiguientes.

5) Es entendido que, con respecto a los fondos contribuídos y a ser depositados en la cuenta del SCIAM, tales contribuciones serán en general depositadas en dividendos periódicos a hacerse por las dos partes al mismo tiempo y en cantidades proporcionalmente

correspondientes. Cada depósito hecho a la cuenta del SCIAM por cualesquiera de las partes se hallará disponible para su retiro o inversión solamente después de que el correspondiente depósito de la otra parte haya sido efectuado. Los fondos depositados por cualesquiera de las partes, respecto de los cuales no se hubiere hecho el correspondiente depósito por la otra parte, serán devueltos a la parte contribuyente antes de que se efectúe la distribución prevista en el párrafo 4 del Artículo VIII de este Convenio.

6) Los fondos contribuídos de acuerdo con los párrafos 2, 3 y 4 de este Artículo V se hallarán disponibles para la adquisición de útiles, materiales y equipos; para la obtención de técnicos adicionales y de otros servicios personales, mediante empleo o por contrato, y para cualesquiera otras necesidades del programa.

7) Los fondos depositados en la cuenta del SCIAM podrán ser mantenidos en el Banco o Bancos que fueren designados para ello por el Director y se hallarán disponibles sólo para los propósitos de este Convenio. Los fondos del SCIAM serán retirados para esos propósitos sólo por medio de cheques o de algún otro documento apropiado, firmado por el Director o por las personas que él designare. El Director incluirá, en el convenio de depósito a celebrarse con cualquier Banco, una provisión en el sentido de que el Banco estará obligado a reembolsar al SCIAM cualquier suma de dinero que fuere pagada por aquel, de los fondos del SCIAM, contra cualquier documento que no fuere un cheque u otro documento de retiro de fondos firmado por el Director o sus designados.

ARTICULO VI

CONTRIBUCIONES ADICIONALES

1) Los proyectos a emprenderse bajo este Convenio, podrán incluír cooperación con entidades nacionales, departamentales y locales del Gobierno del Ecuador, y con organizaciones de carácter público o privado, como también con Organizaciones internacionales de las que sean miembros los Estados Unidos de América y el Ecuador.

   Por acuerdo entre el Ministro y el Director, podrá el SCIAM aceptar contribuciones de fondos, propiedades, servicios o facilidades de una de las dos partes, de ambas, o de terceras partes, para su uso en la ejecución del programa cooperativo de industrias, además de los fondos, propiedades, servicios y facilidades que se requiere sean contribuídos de conformidad con el Artículo V.

2) El Ministerio y otras entidades del Gobierno del Ecuador, además de la contribución en efectivo prevista en el párrafo 3 del Artículo V de este Convenio, podrán, a su costa, y previo acuerdo entre el Ministerio y el Director:

a) Nombrar especialistas y otro personal necesario para que colabore con la Misión.

b) Suministrar oficinas, equipos y mobiliario de oficina y otras facilidades, materiales, equipos, suministros y servicios que estén en posibilidad de proveer para dicho programa.

c) Suministrar la ayuda general de otras entidades o agencias del Gobierno del Ecuador para la realización del programa cooperativo de industrias.

ARTICULO VII

OPERACION DE PROYECTOS

1) El programa cooperativo de industrias aquí estipulado consistirá de una serie de Proyectos que serán mutuamente planeados por el Ministro y el Director. Cada proyecto estará contenido en un Convenio escrito que será firmado por el Ministro y el Director y definirá el trabajo a ejecutarse, proveerá la asignación de fondos para el Proyecto, de los fondos disponibles del SCIAM, y contendrá cualesquiera otros asuntos que las partes desearen incluír. El Ministro y el Director podrán entrar en convenios de proyectos con otros Ministerios o entidades del Gobierno del Ecuador para la administración de Proyectos por aquellas otras entidades.

2) A la terminación de cualquier Proyecto, se formulará un Memorandum de Finiquito, que será firmado por el Ministro y el Director. Contendrá el resumen del trabajo ejecutado, los objetivos hacia los que éste se dirigió, los gastos realizados, los problemas confrontados y resueltos y cualesquiera otros datos básicos.

3) La selección de especialistas, técnicos y otros en el ramo de industrias que deban viajar para entrenamiento a los Estados Unidos de América o a otro país, a expensas del SCIAM, de conformidad con este Programa, así como las actividades de entrenamiento en las que ellos participarán, serán determinados por el Ministro y el Director.

4) La política general y los procedimientos administrativos que habrán de gobernar el programa cooperativo de industrias, la ejecución de Proyectos y las operaciones del SCIAM, tales como el desembolso de fondos y su contabilización, la incurrencia en obligaciones por parte del SCIAM, la compra, uso, inventario, control y disposición de propiedades; el nombramiento y cancelación de funcionarios y demás personal del SCIAM y los términos y condiciones de su empleo, como también todos los demás asuntos administrativos, serán determinados por el Ministro y el Director. Una vez que tales asuntos administrativos y política o procedimientos

hayan sido convenidos en lo principal, será el Director responsable de la ejecución de tales acuerdos.

5) Todos los contratos y otros instrumentos y documentos del Servicio relacionados con la realización de Proyectos relativos a este Convenio, serán ejecutados a nombre del Servicio y firmados por el Director. Los libros y registros del SCIAM relacionados con el programa cooperativo de industrias estarán abiertos en todo tiempo para su examen por representantes autorizados del Gobierno del Ecuador y del Gobierno de los Estados Unidos de América. El Director presentará un informe anual de las actividades del SCIAM al Ministro y al Gobierno de los Estados Unidos de América, y presentará otros informes en las épocas en que se considere apropiado.

6) Cualquier poder conferido por este Convenio al Ministro y al Director podrá ser delegado por cualquiera de ellos a uno de sus respectivos asistentes, siempre que cada una de tales delegaciones sea satisfactoria a la otra parte. Tal delegación no limitará el derecho del Ministro o del Director de proponer cualquier asunto directamente, entre uno y otro, para su discusión y decisión.

ARTICULO VIII

PROVISIONES FISCALES ADICIONALES

1) Los fondos depositados en la cuenta del SCIAM de acuerdo con este Convenio continuarán a disposición del programa cooperativo de industrias durante la vigencia de este Convenio, sin consideración a períodos anuales o a años fiscales de cualesquiera de las partes.

2) Todos los materiales, equipos y suministros que fueren adquiridos para el SCIAM con fondos contribuídos al SCIAM pero no depositados en la cuenta del SCIAM pasarán a ser propiedad de éste al momento que su propiedad sea cedida por el vendedor. Toda propiedad adquirida por el SCIAM será usada sólo en la ejecución de este Convenio y cualesquiera propiedades que quedaren como remanentes a la terminación de este programa cooperativo, se hallarán entonces a disposición del Gobierno del Ecuador.

3) Ingresos provenientes de operaciones del SCIAM, intereses que se recibieren sobre fondos del SCIAM y cualquier otro incremento del activo de éste, de cualquier naturaleza o procedencia que fuere, serán dedicados a la realización del programa cooperativo y no serán acreditados como parte de las contribuciones de ninguna de las dos partes del presente.

4) Cualesquiera fondos del SCIAM que quedaren no gastados y no obligados a la terminación del programa cooperativo de industrias, y a menos que las partes suscriptoras del presente convengan entonces por escrito de diferente manera, serán devueltos a éstas en proporción a las contribuciones respectivas hechas por los dos Gobiernos de acuerdo con este Convenio y con sus posteriores prórrogas y modificaciones.

5) Los fondos depositados por el Gobierno de los Estados Unidos de América en la cuenta del SCIAM y cualesquiera otros fondos que se introdujeren al Ecuador por el Gobierno de los Estados Unidos de América bajo este Convenio serán convertidos al tipo de cambio más elevado que exista, al momento de efectuarse la conversión, para el Gobierno de los Estados Unidos de América, para sus gastos diplomáticos y otros gastos oficiales en el Ecuador.

ARTICULO IX

DERECHOS Y EXENCIONES

1) El Gobierno del Ecuador conviene en hacer extensivos al SCIAM y a todo el personal empleado por éste, todos los derechos y privilegios de que gocen otras divisiones del Ministerio o su personal.

2) Los suministros, equipos y materiales que sean introducidos al Ecuador por la Administración, ya sea directamente o por medio de contratos con cualquiera organización pública o privada, para los propósitos de la ejecución de este Convenio, ingresarán al Ecuador libres de derechos de Aduana y de impuestos de importación.

3) Todo el personal del Gobierno de los Estados Unidos de América, ya fuere directamente empleado por él o que actúe bajo contrato con una Organización pública o privada, que se halle en la actualidad en el Ecuador trabajando para el programa cooperativo y cuya entrada al país haya sido aprobada por el Gobierno del Ecuador de acuerdo con el Artículo III del presente Convenio, se hallará exento del pago de impuestos a la renta y de contribuciones al Seguro Social Ecuatoriano, exigibles según las leyes del Ecuador, respecto de la renta sobre la cual se halle obligado a pagar impuesto o contribuciones de seguro social al Gobierno de los Estados Unidos de América; se hallará exento del pago de impuestos a la propiedad sobre pertenencias personales destinadas a su propio uso, y del pago de cualesquiera tarifas o impuestos sobre artículos de uso personal o doméstico que importare del exterior para su propio uso y para el de los miembros de sus familias.

ARTICULO X

ACCION LEGISLATIVA Y EJECUTIVA

El Ministro realizará las gestiones correspondientes para obtener la promulgación de las leyes que fueren necesarias y para que se tome la acción ejecutiva que fuere del caso para el cumplimiento de los términos de este Convenio.

ARTICULO XI

VIGENCIA Y DURACION

Este convenio podrá ser conocido como el "Convenio del Programa de Servicio Industrial". Entrará en vigencia desde la fecha de su suscripción y se hallará en vigor hasta el 31 de Diciembre de 1.960 o hasta tres meses después de que cualquiera de las dos partes notificare a la otra por escrito de su intención de terminarlo, si esto sucediere antes de la fecha últimamente citada; siempre que, desde luego, las obligaciones de las partes de este Convenio durante el período comprendido entre el 30 de Junio de 1.954 y el 31 de Diciembre de 1.960, se hallen sujetas a la disponibilidad de asignación de fondos, para ambas partes, para los propósitos del programa, y a los nuevos convenios de las partes de acuerdo con lo establecido en el Artículo V párrafo 4 del presente.

Suscrito en duplicado, en los idiomas Español e Inglés, en Quito, a 30 de Junio de 1.954.

POR EL GOBIERNO DEL ECUADOR

LUIS ANT. PEÑAHERRERA
Ministro de Relaciones Exteriores

P C
Ministro de Obras Públicas, Encargado de la Cartera de Prevision Social

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

THOMAS J. MALEADY
Encargado de Negocios a. i. de los Estados Unidos de América

CHARLES P. BLANKS, Jr.
Director de la Misión de Operaciones de los Estados Unidos en el Ecuador, Instituto de Asuntos Interamericanos de la Foreign Operations Administration

TIAS 3067
Sept. 2, 1954

ENLISTMENT OF PHILIPPINE CITIZENS IN THE UNITED STATES NAVY

Agreement between the
UNITED STATES OF AMERICA
and the REPUBLIC OF THE
PHILIPPINES

Amending Agreement of
November 18 and December 13, 1952,
as Amended

- Effected by Exchange of Notes
  Signed at Manila September 2, 1954
- Entered into force September 2, 1954

The American Ambassador to the Philippine Secretary of Foreign Affairs

AMERICAN EMBASSY
Manila, September 2, 1954

No. 0268

EXCELLENCY:

I have the honor to refer to the Agreement which entered into force on December 13, 1952 [1] regarding the voluntary enlistment in the United States Navy of one thousand (1,000) male Philippine citizens per calendar year and to the amendment, which entered into force on June 21, 1954,[2] increasing the number of male Philippine citizens authorized to be enlisted in the United States Navy from one thousand (1,000) to two thousand (2,000) per calendar year.

In addition to those authorized in the amendment referred to in the preceding paragraph my Government is desirous of accepting for voluntary enlistment in the United States Coast Guard of up to four hundred (400) male Philippine citizens per calendar year under the same conditions as are set forth in the Agreement which entered into force on December 13, 1952 and the amendment of June 21, 1954.

I am authorized by my Government to state that this note and your acknowledgment of its receipt containing Your Excellency's assurances that the proposal mentioned herein is acceptable to Your Excellency's Government will be considered by my Government as placing on record the understanding arrived at between our two Governments in this matter and as further amending the Agreement of December 13, 1952 so as to permit the voluntary enlistment in the United States Coast Guard of up to four hundred (400) male Philippine citizens per calendar year.

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

R. A. SPRUANCE

The Honorable
CARLOS P. GARCIA,
Secretary of Foreign Affairs of the Republic of the Philippines.

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[1] Treaties and Other International Acts Series 2931; *ante* pt. 1, p. 373.
[2] TIAS 3047; *ante* p. 1714.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, *September 2, 1954*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 0268 of today's date reading as follows:

"I have the honor to refer to the Agreement which entered into force on December 13, 1952 regarding the voluntary enlistment in the United States Navy of one thousand (1,000) male Philippine citizens per calendar year and to the amendment, which entered into force on June 21, 1954, increasing the number of male Philippine citizens authorized to be enlisted in the United States Navy from one thousand (1,000) to two thousand (2,000) per calendar year.

"In addition to those authorized in the amendment referred to in the preceding paragraph my Government is desirous of accepting for voluntary enlistment in the United States Coast Guard of up to four hundred (400) male Philippine citizens per calendar year under the same conditions as are set forth in the Agreement which entered into force on December 13, 1952 and the amendment of June 21, 1954.

"I am authorized by my Government to state that this note and your acknowledgment of its receipt containing Your Excellency's assurances that the proposal mentioned herein is acceptable to Your Excellency's Government will be considered by my Government as placing on record the understanding arrived at between our two Governments in this matter and as further amending the Agreement of December 13, 1952 so as to permit the voluntary enlistment in the United States Coast Guard of up to four hundred (400) male Philippine citizens per calendar year."

I am pleased to inform Your Excellency that my Government interposes no objection to the desire of the Government of the United States of America to accept for voluntary enlistment in the United States Coast Guard a number of up to four hundred (400) male Philippine citizens per calendar year under the same conditions as are set forth in the Agreement which entered into force on December 13, 1952 and the amendment thereto which took effect on June 21, 1954.

It is understood that Your Excellency's note hereinabove quoted and this reply place on record the understanding arrived at between our two Governments in this matter and as further amending the

Agreement of December 13, 1952 regarding the voluntary enlistment of Philippine citizens in the United States Navy so as to permit the voluntary enlistment in the United States Coast Guard of up to four hundred (400) male Philippine citizens per calendar year. It is also understood that this amendment takes effect upon this exchange of notes today, September 2, 1954.

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

CARLOS P GARCIA
Carlos P. Garcia
Secretary

His Excellency
RAYMOND A. SPRUANCE
American Ambassador
Manila

68086 O - 56 Pt. II - 57

TIAS 3068
Sept. 1, 1954

TECHNICAL COOPERATION

Agreement between the
UNITED STATES OF AMERICA
and GUATEMALA

- Signed at Guatemala City
  September 1, 1954
- Entered into force September 1, 1954

GENERAL AGREEMENT FOR TECHNICAL COOPERATION

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GUATEMALA

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* *

CONVENIO GENERAL DE COOPERACION TECNICA

ENTRE

EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE GUATEMALA

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* *

GENERAL AGREEMENT FOR TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GUATEMALA

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

CONSIDERING

That the peoples of the United States and of Guatemala have a common interest in economic and social progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective, and

CONSIDERING

That the interchange of technical knowledge and skills will strengthen the mutual security of both peoples, and develop their resources in the interest of maintaining their security and independence, and

CONSIDERING

That the Government of the United States and the Government of Guatemala have agreed to join in promoting international understanding and good will and in maintaining world peace, and to undertake such action as they may mutually agree upon to eliminate causes for international tension,

HAVE AGREED AS FOLLOWS:

ARTICLE I. TECHNICAL COOPERATION PROGRAMS AND PROJECTS

1. The Government of the United States and the Government of Guatemala undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of Guatemala. The obligations of the Government of the United States in connection with the activities conducted pursuant to this Agreement shall be carried out by such agency or agencies as that Government may designate for that purpose.

2. The Government of the United States will make available a group of technicians and specialists to collaborate in carrying out the activities that may be conducted pursuant to this Agreement. The size and composition of this group shall be determined by the Government of the United States after consultation with appropriate representatives of the Government of Guatemala. The Government of the United States may constitute this group as a mission which shall bear such title as the Government of the United States may designate and which may be headed by an official who shall be selected and assigned by, and whose title shall be designated by, the Government of the United States. The head and other personnel of this group shall be selected and assigned by the Government of the United States but shall be subject to acceptance by the Government of Guatemala.

3. Particular technical cooperation programs and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be executed by the appropriate representative of the agency designated by

the Government of the United States pursuant to paragraph 1 above, on behalf of such agency, and by the head of the appropriate ministry or agency of the Government of Guatemala, on behalf of such agency. The two Governments may authorize other appropriate representatives to execute such program and project agreements. These agreements may establish such administrative arrangements and agencies, and may make provision for such contributions on behalf of the two Governments, as may be necessary and consistent with the laws of the two countries. Program and project agreements may include provisions relating to policies, administrative procedures, the disbursement of and accounting for funds, the contributions of each party to the cost of the program or project, the furnishing of detailed information of the character described in Article II, paragraph 1 hereof, and such other matters as may be considered appropriate.

4. The Government of Guatemala through its duly designated representatives, in cooperation with duly designated representatives of the United States and with representatives of appropriate international organizations, will endeavor to coordinate and integrate all technical cooperation programs which may be carried on in Guatemala.

5. The Government of Guatemala will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this Agreement.

6. The Government of Guatemala will endeavor to make effective use of the results of technical projects carried on in Guatemala in cooperation with the United States of America.

7. The Government of Guatemala agrees to bear a fair share of the cost of technical cooperation programs and projects.

8. The two Governments will, upon the request of either of them, consult with regard to any matter relating to the application of this Agreement to project agreements heretofore or hereafter concluded between them, or to operations or arrangements carried out pursuant to such agreements.

ARTICLE II. INFORMATION AND PUBLICITY

1. The Government of Guatemala will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon:

a. Information concerning projects, programs, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment, and services provided thereunder;

b. Information regarding technical assistance which has been or is being requested of other countries or of international organizations.

2. Not less frequently than once a year, the Governments of the United States of America and of Guatemala will make public in their respective countries periodic reports on the technical cooperation programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

3. The Governments of the United States of America and of Guatemala will endeavor to give full publicity to the objectives and

progress of the technical cooperation program carried on under this Agreement.

ARTICLE III RIGHTS AND EXEMPTIONS

1. Any supplies, materials, equipment or funds introduced into Guatemala by the Government of the United States of America for purposes of any program or project conducted pursuant to this Agreement shall be admitted into Guatemala free of any customs duties and import taxes and shall be exempt from any other taxes, service charges, investment or deposit requirements, and currency controls.

2. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in Guatemala to perform work for the cooperative program, and whose entrance into the country has been approved by the Government of Guatemala under paragraph 2 of Article I hereof, shall be exempt from income and social security taxes levied under the laws of Guatemala with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and except as may be otherwise agreed by the two parties, from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families, and from the payment of any other taxes or duties from which members of the Diplomatic Corps are now or in the future may become exempt.

3. With the purpose of furthering the cooperative activities,

the Guatemalan Government will establish a special system to facilitate the customs clearance of goods referred to in paragraphs 1 and 2 of this article.

ARTICLE IV. EXCHANGE AND PROTECTION OF UNITED STATES FUNDS

1. Funds introduced into Guatemala by the Government of the United States for purposes of this agreement may be converted into quetzales at the highest rate of quetzales to dollars which, at the time the conversion is made, is not unlawful.

2. The two Governments will establish procedures whereby the Government of Guatemala will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government, when the Government of Guatemala is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE V. ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force on the date on which it is signed. It shall remain in force until 90 days after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

2. If, during the life of this Agreement, either Government should consider that there should be an amendment thereof, it shall so notify the other Government in writing and the two

Governments will thereupon consult with a view to agreeing upon the amendment.

3. Subsidiary program and project agreements and other agreements and arrangements which have been concluded or may be concluded may remain in force beyond any termination of this Agreement, in acordance with such arrangements as the two Governments may make.

4. This Agreement shall be applicable to all technical cooperation activities now being conducted between the Government of the United States of America and the Government of Guatemala, and to all such activities which may subsequently be initiated; it being understood that this Agreement is complementary to and does not supersede existing agreements between the two Governments except insofar as such existing agreements may be inconsistent herewith.

DONE in duplicate, in the English and Spanish languages, at Guatemala City this first day of September 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
JOHN E PEURIFOY
Ambassador of the United States of America

FOR THE GOVERNMENT OF GUATEMALA
C SALAZAR
Minister of Foreigh Affairs

[SEAL] [SEAL]

CONVENIO GENERAL
DE COOPERACION TECNICA ENTRE
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE GUATEMALA

El Gobierno de los Estados Unidos de América y el Gobierno de Guatemala,

CONSIDERANDO

Que los pueblos de los Estados Unidos y de Guatemala tienen un interés común en el progreso económico y social y que sus esfuerzos cooperativos por canjear el conocimiento y las habilidades técnicas coadyuvarán a alcanzar ese objetivo, y

CONSIDERANDO

Que el intercambio de conocimiento y habilidades técnicas fortalecerá la seguridad mutua de ambos pueblos, y desarrollará sus recursos en el interés de conservar su seguridad e independencia, y

CONSIDERANDO

Que el Gobierno de los Estados Unidos y el Gobierno de Guatemala han convenido en unirse para promover la comprensión y la buena voluntad internacionales, para preservar la paz mundial, y para emprender tal acción como lo dispusieran acordar mutuamente a fin de eliminar las causas de la tensión internacional,

HAN CONVENIDO EN LO SIGUIENTE:

ARTICULO I. PROGRAMAS Y PROYECTOS DE COOPERACION TECNICA.

1. El Gobierno de los Estados Unidos y el Gobierno de Guatemala se comprometen a cooperar mutuamente en el intercambio de conocimiento y habilidades técnicas y en las actividades afines destinadas a contribuir al desarrollo balanceado e integrado de los recursos económicos y de las capacidades productivas de Guatemala. Las obligaciones del Gobierno de los Estados Unidos en relación con las actividades encaminadas al cumplimiento de este Convenio serán desempeñadas por la dependencia o dependencias que el Gobierno disponga designar para tal propósito.

2. El Gobierno de los Estados Unidos facilitará a un grupo de técnicos y especialistas para colaborar en el desempeño de las actividades que puedan desarrollarse para el cumplimiento de este Convenio. El número y las especialidades de las personas que integrarán este grupo serán determinados por el Gobierno de los Estados Unidos previa consulta con los respectivos representantes del Gobierno de Guatemala. El Gobierno de los Estados Unidos puede constituir este grupo en forma de una misión que será designada con el título que el Gobierno de los Estados Unidos disponga asignarle y que estará encabezado por un funcionario que será seleccionado y nombrado por el Gobierno de los Estados Unidos con el título que el Gobierno de los Estados Unidos le asigne. El Jefe y demás personal integrante de este grupo será seleccionado y nombrado por el Gobierno de los Estados Unidos, pero estará sujeto a su aceptación por parte del Gobierno de Guatemala.

3. Los programas y proyectos específicos de cooperación

técnica serán desarrollados de conformidad con las cláusulas de los convenios o arreglos escritos que posteriormente puedan celebrarse por separado por el representante adecuado de la dependencia designada por el Gobierno de los Estados Unidos conforme al párrafo 1 anterior, en representación de tal dependencia, y por el Jefe del Ministerio respectivo o dependencia del Gobierno de Guatemala en representación de esa dependencia. Ambos Gobiernos pueden autorizar a otros representantes adecuados para celebrar tales convenios de programas y proyectos. Estos acuerdos pueden establecer los arreglos y las dependencias administrativas y establecer las contribuciones en nombre de ambos Gobiernos según las necesidades y de conformidad con las leyes de ambos países. Los convenios de programas y proyectos pueden incluir estipulaciones relativas a la política a seguirse, a los procedimientos administrativos, desembolso y contabilidad de fondos, contribuciones de cada una de las partes al costo del programa o proyecto, suministro de información detallada del carácter descrito en el Artículo II, párrafo 1 de este mismo Convenio, y otros asuntos que se considere convenientes.

4. El Gobierno de Guatemala, por medio de sus representantes designados debidamente en cooperación con los representantes debidamente designados de los Estados Unidos y con los representantes de las organizaciones internacionales apropiadas, procurará coordinar e integrar todos los programas de cooperación técnica que pudieran desarrollarse en Guatemala.

5. El Gobierno de Guatemala cooperará en el intercambio mutuo de conocimiento y habilidades técnicas con otros países que participen en programas de cooperación técnica relacionados con el programa desarrollado bajo el presente Convenio.

6. El Gobierno de Guatemala procurará hacer uso efectivo de los resultados de los proyectos técnicos desarrollados en Guatemala en cooperación con los Estados Unidos de América.

7. El Gobierno de Guatemala conviene en hacerse cargo de una participación equitativa del costo de los programas y proyectos de cooperación técnica.

8. Ambos Gobiernos, a petición de cualquiera de ellos, se consultarán con respecto a cualquier asunto relacionado con la aplicación de este Convenio a los convenios de proyectos celebrados con anterioridad o en el futuro entre ellos, o a las operaciones o arreglos llevados a cabo de conformidad con tales convenios.

ARTICULO II. INFORMACION Y PUBLICIDAD

1. El Gobierno de Guatemala comunicará al Gobierno de los Estados Unidos en la forma y a intervalos que se convengan de común acuerdo, lo siguiente:

a. Información concerniente a los proyectos, programas, medidas y operaciones desarrolladas bajo los términos de este Convenio, incluyendo una memoria sobre el empleo de fondos, materiales, equipo y servicios proporcionados bajo el mismo.

b. Información relativa a la ayuda técnica que ha sido o esté siendo solicitada de otros países o de organizaciones internacionales.

2. Con frecuencia no menor de una vez al año, los Gobiernos de los Estados Unidos de América y de Guatemala publica-

rán en sus respectivos países reportes periódicos sobre los programas de cooperación técnica desarrollados bajo este Convenio. Tales reportes incluirán información sobre el empleo de fondos, materiales, equipo y servicios.

3. Los Gobiernos de los Estados Unidos de América y de Guatemala tratarán de dar amplia publicidad a los objetivos y progreso del programa de cooperación técnica desarrollado bajo los términos de este Convenio.

ARTICULO III. DERECHOS Y EXENCIONES

1. Cualesquiera suministros, materiales, equipo o fondos introducidos a Guatemala por el Gobierno de los Estados Unidos de América para propósitos de cualquier programa o proyecto desarrollado bajo este Convenio serán admitidos en Guatemala libres de cualesquiera derechos aduanales e impuestos de importación y estarán exentos de cualesquiera otros impuestos, cobros de servicios, requisitos de inversiones o depósitos, y de controles monetarios.

2. Todo miembro del personal del Gobierno de los Estados Unidos de América, ya sea empleado directamente por el mismo Gobierno o bajo contrato con una organización publica o privada, que se encuentre en Guatemala para trabajar en el programa cooperativo, y cuya entrada al país haya sido aprobada por el Gobierno de Guatemala bajo los términos del párrafo 2 del Artículo I de este Convenio, estarán exentos del pago de impuestos sobre ingresos y seguridad social tributados conforme a las leyes de Guatemala con respecto a los ingresos sobre los cuales

están ellos obligados a pagar impuestos sobre la renta o seguridad social al Gobierno de los Estados Unidos de América, del pago de impuestos de propiedad sobre bienes mobiliarios destinados a su propio uso y, excepto que ambas partes lo acuerden de otra manera, del pago de cualquier arancel o derecho sobre efectos personales o domésticos traídos al país para su uso personal o para uso de los miembros de sus familias, y del pago de cualesquiera otros impuestos o derechos de los que los miembros del Cuerpo Diplomático estén o lleguen a estar exentos.

3. Con el fin de facilitar el programa de actividades cooperativas, el Gobierno de Guatemala establecería un sistema especial para facilitar los trámites de importaciones a que se refieren las cláusulas 1 y 2 de este Artículo.

ARTICULO IV. CAMBIO Y PROTECCION DE LOS FONDOS DE EE. UU.

1. Los fondos traídos a Guatemala por el Gobierno de los Estados Unidos para los fines de este Convenio podrán ser convertidos a quetzales al tipo más alto de cambio de Quetzales a Dólares que, en el momento en que se haga la conversión, no sea ilegal.

2. Ambos Gobiernos establecerán normas por medio de las cuales el Gobierno de Guatemala depositará, separará o asegurará el título de propiedad de todos los fondos asignados a/o derivados de cualquier programa de ayuda de los Estados Unidos a fin de que tales fondos no estén sujetos a entredicho, embargo, comiso u otros procedimientos legales por parte de cualquier persona, firma, agencia, sociedad, organización o

gobierno, cuando el Gobierno de Guatemala sea notificado por el Gobierno de los Estados Unidos de que tal procedimiento legal interferiría con el logro de los objetivos del programa.

ARTICULO V. VIGENCIA Y DURACION

1. Este Convenio entrará en vigor en la fecha en que sea firmado. Tendrá vigencia hasta noventa días después de que cualquiera de los dos Gobiernos sea notificado por el otro por escrito de su intención de dar por terminado el Convenio.

2. Si durante la vigencia de este Convenio, cualquiera de los dos Gobiernos considera que debe hacerse una enmienda al mismo, lo notificara así al otro Gobierno por escrito y los dos Gobiernos se consultarán con miras a convenir en la enmienda.

3. Los convenios sobre programas y proyectos subsidiarios, y otros convenios y arreglos que hayan sido celebrados o que puedan celebrarse tendrán vigencia hasta después de cualquier terminación de este Convenio, de acuerdo con los arreglos que los dos Gobiernos puedan hacer.

4. Este Convenio será aplicable a todas las actividades de cooperación técnica que actualmente se están llevando a cabo entre el Gobierno de los Estados Unidos de América y el Gobierno de Guatemala, y a todas las actividades de la misma naturaleza que puedan ser iniciadas posteriormente; en el entendido de que este Convenio es complementario y que no reemplaza a los convenios existentes entre los dos Gobiernos excepto en lo que tales convenios existentes puedan ser incompatibles con el presente.

68086 O - 56 Pt. II - 58

Formulado en duplicado, en los idiomas Inglés y Español, en la ciudad de Guatemala, el día primero de septiembre de mil novecientos cincuenta y cuatro.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
JOHN E PEURIFOY

Embajador de los Estados Unidos de América

POR EL GOBIERNO DE GUATEMALA
C SALAZAR

Ministro de Relaciones Exteriores

[SEAL]

[SEAL]

DEFENSE

TIAS 3069
Apr. 15 and
May 7, 1954

Offshore Procurement Program

Agreement between the
UNITED STATES OF AMERICA
and the NETHERLANDS

- Effected by Exchange of Notes Signed at The Hague April 15 and May 7, 1954
- Entered into force July 30, 1954

The American Ambassador to the Netherlands Minister for Foreign Affairs

AMERICAN EMBASSY,
The Hague, April 15, 1954.

No. 447

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to a Memorandum of Understanding and a Model Contract for the United States Offshore Procurement Program in the Netherlands. These discussions resulted in agreement on a Memorandum of Understanding reading as follows:

"MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES AND THE NETHERLANDS GOVERNMENT RELATING TO OFFSHORE PROCUREMENT

"This memorandum sets forth certain principles and policies which the Netherlands Government and the Government of the United States have agreed will govern the United States Offshore Procurement Program in the Netherlands.

"1. *Scope and Purpose of the Offshore Procurement Program*

"It is the intent of the United States Government under the offshore procurement program to conduct a program of military procurement in countries participating in the Mutual Security Program of those types of materials, services, supplies and equipment appropriate for United States military procurement and required either for the mutual security military aid program or for the direct use of United States Forces. The extent of this program in the Netherlands is dependent upon the ability of the United States Government to place contracts at reasonable prices and with satisfactory delivery dates. It is intended that the carrying out of this program will materially contribute to the combined defense productive capacity of the nations which are members of the North Atlantic Treaty Organization and the European Defense Community and will at the same time provide a means for increasing the dollar earnings of these countries.

"The United States Government will conduct the offshore procurement program in accordance with the laws of the United States governing military procurement and the Mutual Security Program.

It is also the intent of the United States that the offshore procurement program shall be carried out in the Netherlands in furtherance of the principles set forth in Section 516 (A) of the Mutual Security Act of 1951, as amended,[1] the Mutual Defense Assistance Control Act of 1951,[2] and Article II (3) of the Economic Cooperation Agreement between the Netherlands Government and the Government of the United States of America signed in The Hague on July 2, 1948,[3] as amended.[4]

"2. *Intergovernmental Coordination*

"The procurement program of the United States Government of military items in the Netherlands will be coordinated with the defense program of the Netherlands Government as it develops. Appropriate officials of the two governments will consult together on a continuing basis to study production problems and the carrying out of recommendations for the procurement of items required by the United States Government. The two governments will exchange information, as needed, and on a continuing basis, with respect to procurement plans, production facilities in the Netherlands and progress in the achievement of production objectives in the Netherlands.

"Copies or abstracts of contracts executed with Netherlands private contractors will be furnished the Netherlands Government by the United States Government.

"3. *Contract Placement by Contracting Officers*

"It is understood that offshore procurement contracts will be placed and administered on behalf of the United States Government by contracting officers of the United States Military Departments.

"4. *Parties to Contracts*

"United States contracting officers may contract with the Netherlands Government or directly with individuals, firms or other legal entities. It is the preference of the Netherlands Government that the United States Government contract directly with individuals, firms or other legal entities.

"5. *Contract Assistance*

"The Netherlands Government will, upon request of the contracting officer, provide assistance in the selection of contractors

[1] 65 Stat. 382; 66 Stat. 146; 22 U. S. C. § 1667(a).

[2] 65 Stat. 644; 22 U. S. C. § 1611 note.

[3] Treaties and Other International Acts Series 1791; 62 Stat., pt. 2, p. 2477.

[4] TIAS 2126; 1 UST 665; TIAS 2285; 2 UST 1319; and TIAS 2721; 3 UST, pt. 4, p. 5260.

and technical information concerning prospective sub-contractors, and will assist the United States Government and individual contractors, to the extent necessary and appropriate, in the administering and carrying out of offshore procurement contracts.

"6. *Supply of Equipment, Materials and Manpower*

"The Netherlands Government will accord to offshore procurement contractors and their sub-contractors priorities for securing equipment, materials, manpower and services equal to those which are accorded contractors having similar types of contracts with the Netherlands Government.

"7. *Security*

"In the case of procurement contracts placed by the United States Government with the Netherlands Government, any classified material, including information, delivered by one government to the other, will be given a security classification by the recipient government which will afford to the material substantially the same degree of security as that afforded by the originating government and will be treated by the recipient government as its own classified material of that security grading. The recipient government will not use such material, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating government. In cases of government-to-government contracts which involve the disclosure of top secret information, the Netherlands Government shall, when so requested by the contracting officer, undertake to assist the United States Government in maintaining restricted areas in accordance with Netherlands law concerning 'prohibited places'.

"In the case of procurement contracts placed by the United States Government with individuals, firms or other legal entities, security arrangements for classified material will be followed similar to those described in the preceding paragraph. Prior to the placement of the contract, the contracting officer will notify the prospective producer and the Netherlands Government of the security classification of the contract. Classified material of the United States Government needed by a Netherlands contractor will be delivered to the appropriate ministry of the Netherlands Government for transmittal to the contractor. Such material will, prior to transmittal, receive a security classification of the Netherlands Government which will afford to the material substantially the same degree of security as that afforded by the United States Government and at the time of transmittal the Netherlands Government

will notify the contractor that the classified material delivered to it is also classified material of the Netherlands Government and is subject to the provisions of the Act on the Protection of Official Secrets. The Netherlands Government undertakes to enforce the security requirements and obligations placed upon private Netherlands contractors in possession of such classified material.

"In order to ensure adequate protection of classified information and material, the appropriate ministry of the Netherlands Government will, upon request, conduct a security investigation of any prospective Netherlands contractor with the United States Government in the same manner as such investigations are conducted in cases of defense procurement by the Netherlands Government, and a recommendation resulting from such investigation will be made to the United States Government.

"No charges will be made by the Netherlands Government for services rendered by its security services.

"8. *Inspection*

"An inspection of all materials, supplies, equipment and services procured by the United States Government in the Netherlands either from the Netherlands Government or Netherlands manufacturers and suppliers shall be carried out by representatives of the Netherlands Government when requested by the United States Government. In such cases, the Netherlands Government will certify to the United States Government that the products meet all specifications and other technical requirements of the contract. As a rule inspection shall not be duplicated. For verification purposes the United States Government representative will be entitled to be present at all inspections performed by the Netherlands Government inspectors and to examine the Netherlands Government inspection records. The United States Government representatives shall have the right to make independent inspections and verifications, and insofar as feasible, such inspections will be made in company with Netherlands inspectors. As a rule no charges will be made by the Netherlands Government for inspection services, particularly for items produced for delivery to countries which are members of NATO or the EDC. In no event will charges be made for inspection services on items procured by the United States Government for delivery to the Netherlands Government. Should the Netherlands Government find it necessary to charge for inspection services in connection with materials, supplies, equipment or services procured under a contract between the United States Government and the Netherlands Government such inspection charges will be included

in the proposed contract price quoted to the United States Government. Should the Netherlands Government find it necessary to charge for inspection services in connection with procurement made directly by the United States Government from private contractors in the Netherlands, the respective Governments will execute a contract to cover such charges. In no event will the charges for inspection exceed the cost thereof to the Netherlands Government.

"9. *Credit Arrangements*

"It is understood that the Netherlands Government will assist in providing Netherlands contractors producing for the United States offshore procurement program, treatment concerning commercial bank priorities equal to that accorded to Netherlands business establishments producing for the defense and export program of the Netherlands.

"10. *Licenses*

"The Netherlands Government will facilitate the granting or obtaining of, any necessary licenses including exchange control export and import licenses required in connection with any offshore procurement contracts placed in the Netherlands.

"The Netherlands Government will also grant and facilitate the obtaining of such licenses in connection with offshore procurement contracts placed by the United States Government in other North Atlantic Treaty or European Defense Community countries unless such other country upon request fails to grant reciprocal treatment with respect to licenses which may be required in connection with offshore procurement contracts placed in the Netherlands.

"11. *Taxes*

"The provisions of the Memorandum of Agreement Between the Netherlands Government and the United States Government dated March 7, 1952 [1] are applicable to this program as well as the agreed procedures [2] which have been worked out thereunder by representatives of the two governments. The two governments may consult from time to time as the occasion arises regarding further implementation of that Agreement.

"12. *Standard Contract Clauses*

"Standard clauses have been approved by the two governments for use, as appropriate, in contracts between them. Other clauses may be included in individual contracts including but not limited

[1] **Treaties and Other International Acts Series 2563; 3 UST, pt. 3, p. 4183.**

[2] **Effected by exchange of notes dated May 29 and June 22, 1953. TIAS 3120; *post* pt. 3, p. 2556.**

to escalation, advance and progress payment clauses, where appropriate.

"13. *Protection of United States Property and Personnel*

"In accordance with the existing law and custom in the Netherlands, any interests of the United States Government in property furnished or acquired through offshore procurement contracts in the Netherlands will be immune from legal liability or process. Likewise, the United States Government is protected against suits or other legal liability in the Netherlands on any matter which may arise out of an offshore procurement contract.

"Contracting officers and other authorized procurement personnel who are in the Netherlands in connection with the offshore procurement program and whose names have been duly reported to the Netherlands Government will be accorded the privileges and immunities set forth in paragraphs (b) and (c) of annex E to the Mutual Defense Assistance Agreement between the United States and the Netherlands signed at Washington on January 27, 1950[1] provided that upon entry into force of the NATO Status of Forces Agreement between the United States and the Netherlands,[2] the status of such contracting officers and other authorized procurement personnel will be reconsidered in the light of the agreement, such other pertinent agreements as may be in force between the two governments and such other considerations as may be appropriate.

"14. *Destination of End-Items*

"Although the determination of specifications and other requirements of particular offshore procurement contracts may require the tentative identification of the recipient country for the end-item to be produced, it is understood that, unless otherwise specifically agreed between the two governments in a particular case, the United States may subsequently amend any such prior determination and identification as to which country shall be the ultimate recipient of the end-items produced.

"15. *Contract Terms*

"Inasmuch as the statutes of the United States prohibit utilization of a contract upon which payment is based on cost plus a percentage of cost, it is understood that such a system of determining payment shall not be employed in contracts entered into between the United

[1] Treaties and Other International Acts Series 2015; 1 UST 99.

[2] TIAS 2846; 4 UST, pt. 2, p. 1792. Entered into force between the United States of America and the Netherlands Dec. 18, 1953.

States Government and either private contractors or the Netherlands Government. Further, the Netherlands Government advises that it will not utilize the type of contract in which payment is made on the basis of cost plus a percentage of cost in sub-contracts under any contracts between the United States Government and the Netherlands Government.

"For the information of the United States procurement officer the Netherlands Government advises that it does not have any law authorizing the recoupment of excess profit similar to the Renegotiation Act of the United States. The two governments may agree in contracts between them to include provisions limiting the amount of profit of sub-contractors. In such instances, the Government of the Netherlands will pass on to the Government of the United States any profits refunded by such sub-contractors. Procedures for the determination and recovery of profits will be agreed upon by the two governments.

"16. *Reporting of Sub-Contracts*

"On such contracts as are entered into between the Netherlands Government and the United States Government, the Netherlands Government will furnish to the United States contracting officers such information as may be requested regarding the placement by the Netherlands Government of sub-contracts and purchase orders under such government-to-government contracts.

"17. *No Profits Clause*

"On offshore procurement contracts entered into between the United States Government and the Netherlands Government, it is intended that no profit of any nature, including net gains resulting from fluctuations in exchange rates, will be made by the Netherlands Government. The Netherlands Government agrees to determine, prior to December 31, 1954, or at such later date as may be mutually agreed by the governments, whether it has realized any such profit, in which event, or in the event that the United States Government prior to such date considers that such profit may have been realized, the Netherlands Government agrees that it will enter into conversations with the United States Government for the purpose of determining the existence and the amount of such profit. During these conversations the United States Government shall have access to such documents and accounting data as may be necessary to determine the facts. In the computation of profits hereunder, the contracts shall be taken collectively, and allowances will be made for the increases in costs to the Netherlands Government which may

have arisen out of the contracts due to a fluctuation of exchange rates. If as a result of conversations between the respective governments it is established that a collective net profit has been realized by the Netherlands Government, it shall refund the amount of such profit to the United States Government under arrangements and procedures to be agreed upon between the two governments.

"This article shall not be construed as affecting in any manner such profit refunding provisions as may be contained in individual contracts."

Agreement was also reached on the standard clauses, referred to in Article 12 of the Memorandum of Understanding, which have been incorporated into a Model Contract. A copy of this Contract is Enclosure No. 1 to this Note.

This note and Your Excellency's affirmative reply will constitute agreement on this matter which shall enter into force on the date the Embassy of the United States of America is notified that the approval constitutionally required in the Netherlands has been obtained. Meanwhile, I suggest that the parties to the present agreement shall apply its provisions from the date of Your Excellency's reply.

If either of our two Governments wishes to amend or terminate this agreement the two Governments will consult in order to consider possible effects of such amendment or termination on contracts concluded under the agreement. Such consultation shall be without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this agreement.

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

H. FREEMAN MATTHEWS

Enclosure:
Copy of Model Contract [1]

His Excellency
J. W. BEYEN,
Royal Netherlands
Minister for Foreign Affairs,
The Hague.

[1] *Post*, p. 2046.

The Netherlands Minister for Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
THE HAGUE

The Hague, May 7, 1954

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note dated April 15, 1954, and reading as follows :

" I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to a Memorandum of Understanding and a Model Contract for the United States Offshore Procurement Program in the Netherlands. These discussions resulted in agreement on a Memorandum of Understanding reading as follows :

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES AND THE NETHERLANDS GOVERNMENT RELATING TO OFFSHORE PROCUREMENT.

"This Memorandum sets forth certain principles and policies which the Netherlands Government and the Government of the United States have agreed will govern the United States Offshore Procurement Program in the Netherlands.

"1. Scope and Purpose of the Offshore Procurement Program

"It is the intent of the United States Government under the offshore procurement program to conduct a program of military procurement in countries participating in the Mutual Security

Program of those types of materials, services, supplies and equipment appropriate for United States military procurement and required either for the mutual security military aid program or for the direct use of United States Forces. The extent of this program in the Netherlands is dependent upon the ability of the United States Government to place contracts at reasonable prices and with satisfactory delivery dates. It is intended that the carrying out of this program will materially contribute to the combined defense productive capacity of the nations which are members of the North Atlantic Treaty Organization and the European Defense Community and will at the same time provide a means for increasing the dollar earnings of these countries.

"The United States Government will conduct the offshore procurement program in accordance with the laws of the United States governing military procurement and the Mutual Security Program. It is also the intent of the United States that the offshore procurement program shall be carried out in the Netherlands in furtherance of the principles set forth in Section 516(A) of the Mutual Security Act of 1951, as amended, the Mutual Defense Assistance Control Act of 1951, and Article II (3) of the Economic Cooperation Agreement between the Netherlands Government and the Government of the United States of America signed in The Hague on July 2, 1948, as amended.

"2. Intergovernmental Coordination

"The procurement program of the United States Government of military items in the Netherlands will be coordinated with the defense program of the Netherlands Government as it develops. Appropriate officials of the two governments will consult together on a continuing basis to study production problems and the carrying out of recommendations for the procurement of items required by the United States Government. The two governments will exchange information, as needed, and on a continuing basis, with respect to procurement plans, production facilities in the Netherlands and progress in the achievement of production objectives in the Netherlands.

"Copies or abstracts of contracts executed with Netherlands private contractors will be furnished the Netherlands Government by the United States Government.

"3. Contract Placement by Contracting Officers

"It is understood that offshore procurement contracts will be placed and administered on behalf of the United States Government by contracting officers of the United States Military Departments.

"4. Parties to Contracts

"United States contracting officers may contract with the Netherlands Government or directly with individuals, firms or other legal entities. It is the preference of the Netherlands Government that the United States Government contract directly with individuals, firms or other legal entities.

"5. Contract Assistance

"The Netherlands Government will, upon request of the contracting officer, provide assistance in the selection of contractors and technical information concerning prospective sub-contractors, and will assist the United States Government and individual contractors, to the extent necessary and appropriate, in the administering and carrying out of offshore procurement contracts.

"6. Supply of Equipment, Materials and Manpower

"The Netherlands Government will accord to offshore procurement contractors and their sub-contractors priorities for securing equipment, materials, manpower and services equal to those which are accorded contractors having similar types of contracts with the Netherlands Government.

"7. Security

"In the case of procurement contracts placed by the United States Government with the Netherlands Government, any classified material, including information, delivered by one government to the other, will be given a security classification by the recipient government which will afford to the material substantially the same degree of security as that afforded by the originating government and will be treated by the recipient government as its own classified material of that security grading. The recipient government will not use such material, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating government. In cases of government-to-government

contracts which involve the disclosure of top secret information, the Netherlands Government shall, when so requested by the contracting officer, undertake to assist the United States Government in maintaining restricted areas in accordance with Netherlands law concerning 'prohibited places'.

"In the case of procurement contracts placed by the United States Government with individuals, firms or other legal entities, security arrangements for classified material will be followed similar to those described in the preceding paragraph. Prior to the placement of the contract, the contracting officer will notify the prospective producer and the Netherlands Government of the security classification of the contract. Classified material of the United States Government needed by a Netherlands contractor will be delivered to the appropriate ministry of the Netherlands Government for transmittal to the contractor. Such material will, prior to transmittal, receive a security classification of the Netherlands Government which will afford to the material substantially the same degree of security as that afforded by the United States Government and at the time of transmittal the Netherlands Government will notify the contractor that the classified material delivered to it is also classified material of the Netherlands Government and is subject to the provisions of the Act on the Protection of Official Secrets. The Netherlands Government undertakes to enforce the security requirements and obligations placed upon private Netherlands contractors in possession of such classified material.

"In order to ensure adequate protection of classified information and material, the appropriate ministry of the Netherlands Government will, upon request, conduct a security investigation of any prospective Netherlands contractor with the United States Government in the same manner as such investigations are conducted in cases of defense procurement by the Netherlands Government, and a recommendation resulting from such investigation will be made to the United States Government.

"No charges will be made by the Netherlands Government for services rendered by its security services.

"8. Inspection

"An inspection of all materials, supplies, equipment and services procured by the United States Government in the Netherlands either from the Netherlands Government or Netherlands manufacturers and suppliers shall be carried out by representatives of the Netherlands Government when requested by the United States Government. In such cases, the Netherlands Government will certify to the United States Government that the products meet all specifications and other technical requirements of the contract. As a rule inspection shall not be duplicated. For verification purposes the United States Government representative will be entitled to be present at all inspections performed by the Netherlands Government inspectors and to examine the Netherlands Government inspection records. The United States Government representatives shall have the right to make independent inspections and verifications, and insofar as feasible, such inspections will be made in company with Netherlands inspectors. As a rule no charges will be made by the Netherlands Government for inspection services, particularly for items produced for delivery to countries which are members of NATO or the EDC. In no event will charges be made for inspection services on items procured by the United States Government for delivery to the Netherlands Government. Should the Netherlands Government find it necessary to charge for inspection services in connection with materials, supplies, equipment or services procured under a contract between the United States Government and the Netherlands Government such inspection charges will be included in the proposed contract price quoted to the United States Government. Should the Netherlands Government find it necessary to charge for inspection services in connection with procurement made directly by the United States Government from private contractors in the Netherlands, the respective Governments will execute a contract to cover such charges. In no event will the charges for inspection exceed the cost thereof to the Netherlands Government.

"9. Credit Arrangements

"It is understood that the Netherlands Government will assist in providing Netherlands contractors producing for the United States offshore procurement program, treatment concerning

commercial bank priorities equal to that accorded to Netherlands business establishments producing for the defense and export program of the Netherlands.

"10. Licenses

"The Netherlands Government will facilitate the granting or obtaining of, any necessary licenses including exchange control, export and import licenses required in connection with any offshore procurement contracts placed in the Netherlands.

"The Netherlands Government will also grant and facilitate the obtaining of such licenses in connection with offshore procurement contracts placed by the United States Government in other North Atlantic Treaty or European Defense Community countries unless such other country upon request fails to grant reciprocal treatment with respect to licenses which may be required in connection with offshore procurement contracts placed in the Netherlands.

"11. Taxes

"The provisions of the Memorandum of Agreement Between the Netherlands Government and the United States Government dated March 7, 1952 are applicable to this program as well as the agreed procedures which have been worked out thereunder by representatives of the two governments. The two governments may consult from time to time as the occasion arises regarding further implementation of that Agreement.

"12. Standard Contract Clauses

"Standard clauses have been approved by the two governments for use, as appropriate, in contracts between them. Other clauses may be included in individual contracts including but not limited to escalation, advance and progress payment clauses, where appropriate.

"13. Protection of United States Property and Personnel

"In accordance with the existing law and custom in the Netherlands, any interests of the United States Government in property furnished or acquired through offshore procurement contracts in the Netherlands will be immune from legal

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liability or process. Likewise, the United States Government is protected against suits or other legal liability in the Netherlands on any matter which may arise out of an offshore procurement contract.

"Contracting officers and other authorized procurement personnel who are in the Netherlands in connection with the offshore procurement program and whose names have been duly reported to the Netherlands Government will be accorded the privileges and immunities set forth in paragraphs (b) and (c) of annex E to the Mutual Defense Assistance Agreement between the United States and the Netherlands signed at Washington on January 27, 1950 provided that upon entry into force of the NATO Status of Forces Agreement between the United States and the Netherlands, the status of such contracting officers and other authorized procurement personnel will be reconsidered in the light of the agreement, such other pertinent agreements as may be in force between the two governments and such other considerations as may be appropriate.

"14. Destination of End-Items

"Although the determination of specifications and other requirements of particular offshore procurement contracts may require the tentative identification of the recipient country for the end-item to be produced, it is understood that, unless otherwise specifically agreed between the two governments in a particular case, the United States may subsequently amend any such prior determination and identification as to which country shall be the ultimate recipient of the end-items produced.

"15. Contract Terms

"Inasmuch as the statutes of the United States prohibit utilization of a contract upon which payment is based on cost plus a percentage of cost, it is understood that such a system of determining payment shall not be employed in contracts entered into between the United States Government and either private contractors or the Netherlands Government. Further, the Netherlands Government advises that it will not utilize the type of contract in which payment is made on the basis of cost plus a percentage of cost in sub-contracts under any contracts between the United States Government and the Netherlands Government.

"For the information of the United States procurement officer the Netherlands Government advises that it does not have any law authorizing the recoupment of excess profit similar to the Renegotiation Act of the United States. The two governments may agree in contracts between them to include provisions limiting the amount of profit of sub-contractors. In such instances, the Government of the Netherlands will pass on to the Government of the United States any profits refunded by such sub-contractors. Procedures for the determination and recovery of profits will be agreed upon by the two governments.

"16. Reporting of Sub-Contracts

"On such contracts as are entered into between the Netherlands Government and the United States Government, the Netherlands Government will furnish to the United States contracting officers such information as may be requested regarding the placement by the Netherlands Government of sub-contracts and purchase orders under such government-to-government contracts.

"17. No Profits Clause

"On offshore procurement contracts entered into between the United States Government and the Netherlands Government, it is intended that no profit of any nature, including net gains, resulting from fluctuations in exchange rates, will be made by the Netherlands Government. The Netherlands Government agrees to determine, prior to December 31, 1954, or at such later date as may be mutually agreed by the governments, whether it has realized any such profit, in which event, or in the event that the United States Government prior to such date considers that such profit may have been realized, the Netherlands Government agrees that it will enter into conversations with the United States Government for the purpose of determining the existence and the amount of such profit. During these conversations the United States Government shall have access to such documents and accounting data as may be necessary to determine the facts. In the computation of profits hereunder, the contracts shall be taken collectively, and allowances will be made for the increases in costs to the Netherlands Government which may have arisen out of the contracts due to a fluctuation of exchange rates.

If as a result of conversations between the respective governments it is established that a collective net profit has been realized by the Netherlands Government, it shall refund the amount of such profit to the United States Government under arrangements and procedures to be agreed upon between the two governments.

"This article shall not be construed as affecting in any manner such profit refunding provisions as may be contained in individual contracts."

Agreement was also reached on the standard clauses, referred to in Article 12 of the Memorandum of Understanding, which have been incorporated into a Model Contract. A copy of this Contract is Enclosure no. 1 to this Note.

This note and Your Excellency's affirmative reply will constitute agreement on this matter which shall enter into force on the date the Embassy of the United States of America is notified that the approval constitutionally required in the Netherlands has been obtained. Meanwhile, I suggest that the parties to the present agreement shall apply its provisions from the date of Your Excellency's reply.

If either of our two Governments wishes to amend or terminate this agreement the two Governments will consult in order to consider possible effects of such amendment or termination on contracts concluded under the agreement. Such consultation shall be without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this agreement."

I have the honour to inform Your Excellency that the Netherlands Government are prepared to accept the foregoing provisions and will regard Your Excellency's Note and the present reply as constituting agreement on this matter between our two Governments. This agreement will enter into force on the date that the United States Government is notified by the Netherlands Government that the approval constitutionally

required in the Netherlands has been obtained.[1] Notwithstanding the foregoing, the parties to the present agreement shall apply its provisions with effect as from this day. If either of our two Governments wishes to amend or terminate this agreement the two Governments will consult in order to consider possible effects of such amendments or termination on contracts concluded under the agreement. Such consultation shall be without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this agreement.

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

J W BEYEN

Enclosure:
Copy of Model Contract.

His Excellency
H. FREEMAN MATTHEWS,
United States Ambassador,
The Hague.

[1] Notification of approval was given July 30, 1954.

Enclosure

MODEL FIXED PRICE CONTRACT

Contract No. _____

NEGOTIATED CONTRACT for the Procurement of Supplies,

Services, and Materials in the Netherlands

This contract is entered into pursuant to the provisions of Section 2(c)(1) of the Armed Services Procurement Act of 1947, as amended,(41 U.S. Code 151 et seq.) and other applicable law.

Funds Chargeable: _____

Amount of Contract: _____

Fiscal Officer: _____

PAYMENT: to be made in United States Dollars by _____

at _____

to _____

This contract is entered into this ____ day of ____ 19__ by and between the United States of America (hereinafter) called the United States Government) represented by the Contracting Officer executing this contract and the Kingdom of the Netherlands (herinafter called the Netherlands Government) represented by _____ _____.

This contract is executed subject to the agreement and conditions included in the Memorandum of Understanding between the United States Government and the Netherlands Government relating to procurement of supplies, services and materials dated _____.

The parties hereto agree that the Netherlands Government shall furnish and deliver all of the supplies and perform all the services set forth in the Schedule for the consideration stated therein.

Schedule Page 1 of ____ pages

SCHEDULE

Item No.	Supplies or Services	Quantity (Number of Units)	Unit	Unit Price Excl. Taxes	Amount Excl. taxes
				TOTAL CONTRACT PRICE EXCL TAXES:	

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under-Secretary, or any Assistant Secretary of the United States Military Department concerned; and the term "his duly authorized representative" means any person or persons (other than the Contracting Officer) authorized to act for the Secretary. (b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority. (c) The term "United States Government" means the United States of America. (d) The term "Netherlands Government" means the Kingdom of the Netherlands or any officer duly authorized to act on behalf of the Netherlands Government in relation to this contract. (e) Except as otherwise provided in this contract, the term "sub-contract" means any agreement, contract, sub-contract, or purchase order made by the Netherlands Government with any contractor in fulfillment of any part of this contract, and any agreements, contracts, sub-contracts or purchase orders thereunder.

2. CHANGES

The Contracting Officer may at any time, by a written notice make changes, within the general scope of this contract, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Netherlands Government for adjustment under this clause must be declared within thirty days from the date of receipt by the Netherlands Government of the notification

of change; provided, however, that the Contracting Officer if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. The Netherlands Government will proceed with the contract as changed and the United States Government will process claims as promptly as possible.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore has been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) Adequate inspection and test of all supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) to insure conformity with drawings, designs and specifications of the contract shall be effected by the Netherlands Government.

(b) The Netherlands Government will furnish a certificate or certificates stating that the inspection has been made and that all supplies, services or materials so certified meet all requirements of the schedules, drawings, designs and specifications of the contract.

(c) United States Government representatives shall have the right, by inspections or otherwise, to verify the certifications and to verify that (1) the end items conform to standards and to drawings, designs and specifications and (2) the quantity of end items specified is delivered. United States representatives will notify the appropiate Netherlands Government representatives when they intend to conduct inspections and such inspection will be conducted as promptly as feasible. Representatives of the Netherlands Government shall have the right to participate in such verifications should the Netherlands Government so request.

(d) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government shall have the right to either reject them (with or without making arrangements with the Netherlands Government as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected in place, as requested by the Contracting Officer, by and at the expense of the Netherlands Government promptly after notice, and shall not again be tendered for acceptance unless the former tender and either the rejection or requirement for correction is disclosed.

(e) The Netherlands Government will provide and require their contractors and sub-contractors to provide to the United States Government inspectors, without additional charge to the United States Government, reasonable facilities and assistance for the safety and convenience of the United States Government representatives in the performance of their duties.

(f) Except as otherwise provided in this contract final acceptance or rejection shall be made concurrently with or shortly after final inspection and before shipment or transportation to the delivery point; but failure of the United States Government to take action on acceptance or rejection shall neither relieve the Netherlands Government from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the United States Government therefore; provided, however , that if the Netherlands Government considers that there is an undue delay by the United States Government in taking action on acceptance or rejection, it will so notify the United States Government and the two Governments will consult with a view towards amending the contract to provide to the Netherlands Government compensation for additional expenses occasioned by such delay of the United States Government.

(g) The inspection and test by the United States Government of any supplies or lots thereof does not relieve the Netherlands Government from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to final acceptance. Except as otherwise provided in this contract, final acceptance shall be conclusive except as regards latent defects which could not have been discovered by normal inspection methods appropriate to the industry concerned.

(h) The Netherlands Government shall provide and maintain an inspection system mutually acceptable to the two Governments covering the supplies hereunder. Records of all inspection work by the Netherlands Government shall be kept complete and available to the United States Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO SUPPLIES

Except as otherwise provided in this contract, (1) the Netherlands Government shall bear all risk of loss of or damage to the supplies covered by this contract until they are delivered at the designated delivery point, even if different from the point of inspection; and (2) the Netherlands Government shall bear all risks as to rejected supplies after notice of rejection.

7. TERMINATION

(a) The performance of work under this contract may be terminated by the United States Government in accordance with this clause in whole, or, from time to time, in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the United States Government. Any such termination shall be effected by delivery to the Netherlands Government of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise authorized by the Contracting Officer, the Netherlands Government shall (1) stop work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (3) terminate all orders and sub-contracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the United States Government, in the manner, at the times, and to the extent requested by the Contracting Officer, all of the right, title, and interest of the Netherlands Government under the orders and sub-contracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Contracting Officer to the extent he may request, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title and deliver to the United States Government, in the manner, at the times, and to the extent requested by the Contracting

Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the United States Government; (7) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices authorized by the Contracting Officer, any property of the types referred to in provision (6) of this paragraph, provided, however, that the Netherlands Government (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and provided further that the net proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the United States Government to the Netherlands Government under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may authorize (for the purposes of this sub-paragraph, such net proceeds will be exclusive of any identifiable taxes included therein from which the property has been exempted under the 7 March 1952 Tax Agreement; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, whether or not requested by the Contracting Officer, for the protection and preservation of the property related to this contract which is in the possession of the Netherlands Government and in which the United States Government has an interest. As soon as practicable the Netherlands Government may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been requested or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) As soon as possible after receipt of a Notice of Termination, the Netherlands Government shall submit to the Contracting Officer its termination claim, in a suitable form to be agreed upon. The claim shall be submitted not later than two years from the effective date of termination; provided, however, that the two Governments may agree to one or more extensions within such two year period or agreed extension thereof; provided further, that if the Contracting Officer considers that the facts justify such action, he may receive and act upon any such termination claim at any time after such two year period or any agreed extension thereof and provided further, that if the Netherlands Government, due to intervening armed hostilities, is unable to submit its claim during such two year period or any agreed extension thereof then the running of such two year period or any agreed extension thereof shall be suspended for such period during which the Netherlands Government is unable to present its claim. If no such claim is submitted within said period of two years plus any extensions, the Contracting Officer may determine the amount due and the amount so determined shall be paid to the Netherlands Government in full settlement of the termination; provided that the Contracting Officer shall first give the Netherlands Government written notice of the amount thus determined and the Netherlands Government shall have ninety (90) days from receipt of such notice within which to protest the amount of the determination. If the Netherlands Government does make such a protest to the United States Government, the two Governments shall, as promptly as possible, consult with each other with a view toward settling the amount due.

(d) In mutually arriving at a settlement hereunder the Netherlands Government and the Contracting Officer or his authorized representative or successor may agree upon the whole or any part of the amount or amounts to be paid to the Netherlands Government as fair compensation by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Netherlands Government shall be paid the agreed amount.

(e) In arriving at a determination of the amount of compensation to be paid to the Netherlands Government in the event of the omission of the Netherlands Government to file a termination claim within the required time the Contracting Officer may be guided to the extent applicable by the "Statement of Principles for Determination of Costs" set forth in Part 4 of Section VIII of the Armed Services Procurement Regulation as in effect on the date of this contract, or by any other sound principles of cost determination; it being understood by both Governments

that although the Contracting Officer is not required to be guided by that "Statement of Principles", in making such determination, he will ordinarily be so guided.

(f) In arriving at the amount due the Netherlands Government under this clause there shall be deducted (1) all unliquidated payments on account theretofore made to the Netherlands Government, (2) any claim which the United States Government may have against the Netherlands Government in connection with this contract, and (3) the agreed price for, or the net proceeds of sale of, any materials, supplies, or other things acquired by the Netherlands Government or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the United States Government (for the purposes of this sub-paragraph, such net proceeds will be exclusive of any identifiable taxes included therein from which the property has been exempted under the 7 March 1952 Tax Agreement).

(g) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Netherlands Government may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(h) Upon notification to the United States Government by the Netherlands Government that the Netherlands Government is precluded from performing the contract in accordance with its terms due to circumstances beyond the control of the Netherlands Government, the two Governments will consult with a view toward negotiating an amendment to the contract, in the form of a reasonable extension of time for the performance of the contract (it being recognized, however, that there may be special cases where the United States need for the end product will not admit of postponement) or an amendment to the contract in some other respect.

If the Netherlands Government should fail to perform the contract in accordance with its terms, and such failure should be due to causes within the control of the Netherlands Government, then the United States Government may terminate this contract by reason of the failure of the Netherlands Government to perform it. Any such termination shall be without cost to the United States Government, and without liability of either Government to the other; provided that the parties hereto may agree to the transfer to the United States Government of any of the property described in paragraph (b) (6) above,

in which event the United States Government will pay to the Netherlands Government the price provided in the contract for completed items, and a price mutually agreed upon for other items.

(i) The Netherlands Government will make available to the United States Government without direct charge such books, records, documents, and other evidence bearing on the costs and expenses of the Netherlands Government under this contract and relating to the work terminated hereunder, as may be necessary to determine the facts, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

8. TAXES.

(a) The contract price, including the value of sub-contracts hereunder, does not include any tax or duty which the Government of the United States and the Government of the Netherlands have agreed in the agreement dated 7 March 1952 as it may be amended from time to time and the agreed procedures thereunder shall not be applicable to expenditures in the Netherlands by the United States or any other tax or duty not applicable to this contract under the laws of the Netherlands. If any such tax or duty has been included in the contract price through error or otherwise, the contract price shall be correspondingly reduced.

(b) If, after the contract date, the Government of the United States and the Government of the Netherlands shall agree that any tax or duty included in the contract price shall not be applicable to expenditures in the Netherlands by the United States, the contract price shall be reduced accordingly.

9. SUBCONTRACTING

(a) The Netherlands Government undertakes that in any sub-contract made in connection with this contract they will employ the same procurement methods and procedures as they employ in contracting for their own requirements.

(b) The Netherlands Government agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to the performance of this contract, by any sub-contractor against the Netherlands Government or the United States Government.

10. PAYMENTS

The Netherlands Government shall be paid, upon the submission of properly certified invoices or vouchers,

the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or, when requested by the Netherlands Government, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either $ 1,000 or 50 % of the total amount of this contract. If the invoices when submitted are completely in order with respect to the amounts due and payable; if they make correct, unambiguous reference to the items invoiced so that they can be readily identified in the contract; and if they are prepared and certified in accordance with the stated invoicing requirements of the contract, payment is customarily made without delay and in considerably less than thirty days.

11. UNITED STATES OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress of the United States, or resident commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES

The Netherlands Government warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Netherlands Government for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. GRATUITIES

The Netherlands Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 and Section 629 of Public Law 488, 82nd Congress of the United States and like provisions embodied in subsequent United States Appropriation Acts.

14. FILING OF PATENT APPLICATION

While and solong as the subject matter of this contract is classified security information of the United States

Government, the Netherlands Government agrees that it will not file, or knowingly permit to be filed, an application for patent or other like statutory protection disclosing any of said subject matter without referring the proposed application to the Contracting Officer for determination as to whether, for reasons of United States security, such application shall be held in secrecy.

15. COPYRIGHT

(a) The Netherlands Government agrees to and does hereby grant to the United States Government, and to its officers, agents and employees acting within the scope of their official duties, (i) a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize, in behalf of the United States Government or in the furtherance of mutual defense, others so to do, all copyrightable material first produced or composed and required to be delivered to the United States Government under this contract by the Netherlands Government, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Netherlands Government in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent that the Netherlands Government now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Netherlands Government agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The Netherlands Government agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Netherlands Government with respect to any material delivered under this contract.

(d) Nothing contained in this paragraph shall be deemed, directly or indirectly, to grant any license under any patent now or hereafter granted or to grant any right to reproduce any copyrighted or copyrightable material other than that referred to in sub-paragraph (a), above.

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16. GUARANTY

The Netherlands Government undertakes that the benefit of any guarantee obtained in respect of any sub-contract shall be passed on to the United States Government.

17. SECURITY

Any materials, documents, designs, drawings or specifications delivered by the United States Government to the Netherlands Government and any materials, documents, designs, drawings, specifications or supplies delivered by the Netherlands Government to the United States Government in the performance of this contract, which are classified by the originating Government as "Top Secret", "Secret", "Confidential", "Restricted", or other recognized security classification shall be given a security classification by the recipient Government which will afford to the material substantially the same security grading as that afforded by the originating Government and shall be treated by the recipient Government as its own classified material of that security grading.

The recipient Government will not use such material including information, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating Government.

The recipient Government will, upon request, give to the originating Government an acknowledgement of receipt in writing for any such classified material.

The Netherlands Government agrees to include appropriate provisions covering military security material including information in all sub-contracts hereunder.

18. TECHNICAL INFORMATION

The Netherlands Government agrees that the United States Government shall have the right to duplicate, use and disclose, in behalf of the United States Government or in the furtherance of mutual defense, all or any part of the reports, drawings, blueprints, data and technical information, specified to be delivered by the Netherlands Government to the United States Government under this contract provided that the granting of such rights shall be to the extent that the Netherlands Government is able to obtain and grant such rights. Nothing contained in this clause, in itself, shall grant any right or license to use, sell, or reproduce any patented article; it is strictly limited to reports, drawings, blueprints, data and technical information.

19. ASSIGNMENT OF CLAIMS

No claim arising under this contract shall be assigned by the Netherlands Government except as follows:

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940 as amended (31 U.S.Code 203, 41 U.S. Code 15), if this contract provides for payments aggregating $ 1,000 or more, claims for moneys due or to become due the Netherlands Government from the United States Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", "Confidential", or "Restricted" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer.

20. LABOR RELATIONS AND STANDARDS

The provisions of this contract and the performance hereunder shall be subject to and in accordance with the laws of the Government of the Netherlands and any political subdivision thereof, from time to time in effect, which govern the hours, wages, labor relations (including collective bargaining), workman's compensation, working conditions, and other matters pertaining to labor.

21. REPORTING OF ROYALTIES

If this contract is in an amount which exceeds $ 10,000 the Netherlands Government agrees to report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by it directly to others in the performance of this contract. The Netherlands Government further agrees (i) to furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer in connection with this contract, and (ii) to insert a provision similar to this clause

in any sub-contract hereunder which involves an amount in excess of the equivalent of ten thousand United States dollars.

22. EXAMINATION OF RECORDS +)

The following clause is applicable to the extent required by the laws of the United States:

(a) The Netherlands Government agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Netherlands Government involving transactions related to this contract.

(b) The Netherlands Government further agrees to include in all its sub-contracts hereunder a provision to the effect that the sub-contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract with the United States Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the sub-contract. The term "sub-contract" as used in this clause excludes (i) purchase orders not exceeding $ 1,000 and (ii) sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

+) Explanatory Note Concerning Examination of Records

As of 16 March 1954, contracts chargeable to appropriations for carrying out the purposes of the Mutual Security Act of 1951, as amended, are the only ones from which the following clause may be omitted.

The rights and obligations of the parties to this contract shall be subject to and governed by the Cover Sheet, the Schedule consisting of _____ numbered pages, the General Provisions consisting of _____ numbered pages and this Signature Sheet. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. It is agreed that quotations and/or conversations leading up to and during the negotiations of this contract have been consumated by signing this contract which, together with the memorandum of understanding dated _____, constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE KINGDOM OF THE NETHERLANDS	THE UNITED STATES OF AMERICA
By _____	By _____
_____	_____
(Authorized Officer)	(Contracting Officer)
_____	_____
(Address)	(Address)

For _____

TIAS 3070
Nov. 14, 1944;
and May 1, 1945

GERMANY

Allied Control Council

Agreement between the UNITED STATES OF AMERICA, the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, and the UNION OF SOVIET SOCIALIST REPUBLICS

- Signed at London November 14, 1944
- Entered into force February 6, 1945

and

Amending Agreement between the UNITED STATES OF AMERICA, the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, the UNION OF SOVIET SOCIALIST REPUBLICS, and the PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC

- Signed at London May 1, 1945
- Entered into force May 25, 1945

AGREEMENT ON CONTROL MACHINERY IN GERMANY

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland and the Union of Soviet Socialist Republics have reached the following Agreement with regard to the organisation of the Allied control machinery in Germany in the period during which Germany will be carrying out the basic requirements of unconditional surrender:–

Article 1.

Supreme authority in Germany will be exercised, on instructions from their respective Governments, by the Commanders-in-Chief of the armed forces of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics, each in his own zone of occupation, and also jointly, in matters affecting Germany as a whole, in their capacity as members of the supreme organ of control constituted under the present Agreement.

Article 2.

Each Commander-in-Chief in his zone of occupation will have attached to him military, naval and air representatives of the other two Commanders-in-Chief for liaison duties.

Article 3.

(a) The three Commanders-in-Chief, acting together as a body, will constitute a supreme organ of control called the Control Council.

(b) The functions of the Control Council will be:–

(i) to ensure appropriate uniformity of action by the Commanders-in-Chief in their respective zones of occupation;

(ii) to initiate plans and reach agreed decisions on the chief military, political, economic and other questions affecting Germany as a whole, on the basis of instructions received by each Commander-in-Chief from his Government;

(iii) to control the German central administration, which will operate under the direction of the Control Council and will be responsible to it for ensuring compliance with its demands;

(iv) to direct the administration of "Greater Berlin" through appropriate organs.

(c) The Control Council will meet at least once in ten days; and it will meet at any time upon request of any one of its members. Deci-

sions of the Control Council shall be unanimous. The chairmanship of the Control Council will be held in rotation by each of its three members.

(d) Each member of the Control Council will be assisted by a political adviser, who will, when necessary, attend meetings of the Control Council. Each member of the Control Council may also, when necessary, be assisted at meetings of the Council by naval or air advisers.

Article 4.

A permanent Co-ordinating Committee will be established under the Control Council, composed of one representative of each of the three Commanders-in-Chief, not below the rank of General Officer or the equivalent rank in the naval or air forces. Members of the Co-ordinating Committee will, when necessary, attend meetings of the Control Council.

Article 5.

The duties of the Co-ordinating Committee, acting on behalf of the Control Council and through the Control Staff, will include:–

(a) the carrying out of the decisions of the Control Council;

(b) the day-to-day supervision and control of the activities of the German central administration and institutions;

(c) the co-ordination of current problems which call for uniform measures in all three zones;

(d) the preliminary examination and preparation for the Control Council of all questions submitted by individual Commanders-in-Chief.

Article 6.

(a) The members of the Control Staff, appointed by their respective national authorities, will be organised in the following Divisions:–

Military; Naval; Air; Transport; Political; Economic; Finance; Reparation, Deliveries and Restitution; Internal Affairs and Communications; Legal; Prisoners of War and Displaced Persons; Man-power.

Adjustments in the number and functions of the Divisions may be made in the light of experience.

(b) At the head of each Division there will be three high-ranking officials, one from each Power. The duties of the three heads of each Division, acting jointly, will include:–

(i) exercising control over the corresponding German Ministries and German central institutions;

(ii) acting as advisers to the Control Council and, when necessary, attending meetings thereof;

(iii) transmitting to the German central administration the decisions of the Control Council, communicated through the Co-ordinating Committee.

(c) The three heads of a Division will take part in meetings of the Co-ordinating Committee at which matters affecting the work of their Division are on the agenda.

(d) The staffs of the Divisions may include civilian as well as military personnel. They may also, in special cases, include nationals of other United Nations, appointed in their personal capacity.

Article 7.

(a) An Inter-Allied Governing Authority (Komendatura) consisting of three Commandants, one from each Power, appointed by their respective Commanders-in-Chief, will be established to direct jointly the administration of the "Greater Berlin" area. Each of the Commandants will serve in rotation, in the position of Chief Commandant, as head of the Inter-Allied Governing Authority.

(b) A Technical Staff, consisting of personnel of each of the three Powers, will be established under the Inter-Allied Governing Authority, and will be organised to serve the purpose of supervising and controlling the activities of the local organs of "Greater Berlin" which are responsible for its municipal services.

(c) The Inter-Allied Governing Authority will operate under the general direction of the Control Council and will receive orders through the Co-ordinating Committee.

Article 8.

The necessary liaison with the Governments of other United Nations chiefly interested will be ensured by the appointment by such Governments of military missions (which may include civilian members) to the Control Council, having access, through the appropriate channels, to the organs of control.

Article 9.

United Nations' organisations which may be admitted by the Control Council to operate in Germany will, in respect of their activities in Germany, be subordinate to the Allied control machinery and answerable to it.

Article 10.

The Allied organs for the control and administration of Germany outlined above will operate during the initial period of the occupation of Germany immediately following surrender, that is, the period

when Germany is carrying out the basic requirements of unconditional surrender.

Article 11.

The question of the Allied organs required for carrying out the functions of control and administration in Germany in a later period will be the subject of a separate Agreement between the Governments of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics.

The above text of the Agreement on Control Machinery in Germany between the Governments of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics has been prepared and unanimously adopted by the Representatives of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics on the European Advisory Commission at a meeting held on 14th November, 1944, and is now submitted to their respective Governments for approval.[1]

For the Representative of the Government of the United States of America on the European Advisory Commission:	Representative of the Government of the United Kingdom on the European Advisory Commission:	Representative of the Government of the Union of Soviet Socialist Republics on the European Advisory Commission:
PHILIP E. MOSELY	WILLIAM STRANG	F T GOUSEV

LANCASTER HOUSE,
LONDON, S.W.1.

14th November, 1944.

[1] Approved by the United States of America on Jan. 24, 1945; by the Union of Soviet Socialist Republics, Feb. 6, 1945; and by the United Kingdom, Dec. 5, 1944.

С О Г Л А Ш Е Н И Е

О КОНТРОЛЬНОМ МЕХАНИЗМЕ В ГЕРМАНИИ.

Правительства Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии и Союза Советских Социалистических Республик пришли к следующему соглашению в отношении организации контрольного механизма Союзников в Германии на период выполнения Германией основных требований безоговорочной капитуляции:

Статья I.

Верховная власть в Германии будет осуществляться главнокомандующими вооруженных сил Соединенных Штатов Америки, Соединенного Королевства и Союза Советских Социалистических Республик, каждым в своей зоне оккупации, по инструкциям от своих соответствующих Правительств, а также совместно, по вопросам, затрагивающим Германию в целом, действующими в качестве членов верховного контрольного органа, учрежденного по настоящему Соглашению.

Статья 2.

При каждом главнокомандующем в его зоне оккупации будут состоять военные, военно-морские и военно-воздушные представители двух других главнокомандующих для выполнения функций связи.

Статья 3.

а/ Три главнокомандующих, действуя совместно, образуют верховный контрольный орган, называемый Контрольным Советом.

б/ В функции Контрольного Совета будет входить:

I/ обеспечение соответствующей согласованности в действиях главнокомандующих в их соответствующих зонах оккупации;

2/ выработка планов и достижение согласованных решений по главным военным, политическим, экономическим и другим

вопросам, общим для всей Германии, на основании инструкций, получаемых каждым главнокомандующим от своего Правительства;

3/ контролирование германской центральной администрации, которая будет действовать под руководством Контрольного Совета и будет нести перед ним ответственность за обеспечение выполнения его требований;

4/ руководство через соответствующие органы администрацией "Большого Берлина".

в/ Заседания Контрольного Совета будут созываться не реже одного раза в десять дней и в любое время по просьбе какого-либо из его членов. Решения Контрольного Совета должны быть единогласными. Обязанности председателя Контрольного Совета будут выполняться по очереди каждым из его трех членов.

г/ Каждому члену Контрольного Совета будет помогать политический советник, который, когда это окажется необходимым, будет присутствовать на заседаниях Контрольного Совета. Каждый член Контрольного Совета может также в случае необходимости пользоваться на заседаниях Контрольного Совета помощью военно-морского и военно-воздушного советников.

Статья 4.

При Контрольном Совете будет создан постоянно действующий Комитет по координации, состоящий из трех представителей в звании не ниже генерала или ему соответствующих в военно-морских и военно-воздушных силах, по одному от каждого из трех главнокомандующих. Члены Комитета по координации, когда понадобится, будут присутствовать на заседаниях Контрольного Совета.

Статья 5.

В задачи этого Комитета по координации, действующего от имени Контрольного Совета и через контролирующий аппарат, будет входить:

а/ проведение в жизнь решений Контрольного Совета;

б/ повседневное наблюдение и контроль за деятельностью соответствующих органов германской центральной администрации и учреждений;

в/ согласование текущих вопросов, требующих единообразных мероприятий во всех трех зонах;

г/ предварительное рассмотрение и подработка для Контрольного Совета всех вопросов, поднимаемых отдельными главнокомандующими.

Статья 6.

а/ Из персонала контролирующего аппарата, назначаемого соответствующими национальными властями, будут созданы следующие отделы: военный, военно-морской, военно-воздушный, транспортный, политический, экономический, финансовый, по репарациям и поставкам, внутренних дел и связи, правовой, по делам военнопленных и перемещенных лиц и отдел рабочей силы.

Уточнение числа и функций отделов может быть произведено в свете приобретенного опыта.

б/ Во главе каждого отдела будут стоять три высокопоставленных чиновника, по одному от каждой Державы. В обязанности этих трех начальников каждого отдела, действующих совместно, будет входить:

1/ осуществление контроля над соответствующими германскими министерствами и германскими центральными учреждениями;

2/ исполнение функций советников Контрольного Совета, присутствуя, когда это необходимо, на его заседаниях;

3/ передача германской центральной администрации решений Контрольного Совета, сообщаемых через Комитет по координации.

в/ Три начальника отдела будут принимать участие в заседаниях Комитета по координации, на которых рассматриваются вопросы, затрагивающие работу их отдела.

г/ В состав отделов могут входить как военные, так и гражданские лица. В него могут также в особых случаях быть включены граждане других Об"единенных Наций, назначаемые в качестве частных лиц.

Статья 7.

а/ Для совместного управления районом "Большого Берлина" будет создана Межсоюзническая Комендатура в составе трех комендантов, по одному от каждой Державы, назначаемых их соответствующими главнокомандующими. Межсоюзническая Комендатура будет возглавляться Главным Комендантом, обязанности которого будут выполняться поочередно каждым из комендантов.

б/ При Межсоюзнической Комендатуре из персонала каждой из трех Держав будет создан технический аппарат, структура которого будет отвечать задачам наблюдения и контроля за деятельностью местных органов "Большого Берлина", ведающих его городским хозяйством.

в/ Межсоюзническая Комендатура будет действовать под общим руководством Контрольного Совета и будет получать приказы через Комитет по координации.

Статья 8.

Необходимая связь с правительствами других наиболее заинтересованных Об"единенных Наций будет обеспечена назначением такими правительствами военных миссий при Контрольном Совете /в состав которых могут быть включены гражданские лица/, имеющих доступ через соответствующие каналы к органам контроля.

Статья 9.

Организации Об"единенных Наций, которым может быть разрешено Контрольным Советом действовать в Германии, в отношении своей де-

ятельности в Германии будут подчинены контрольному механизму Союзников и ответственны перед ним.

Статья IO.

Органы Союзников по контролю и управлению Германией, указанные выше, будут действовать в течение начального периода оккупации Германии, следующего непосредственно за капитуляцией, т.е. в течение периода выполнения Германией основных требований безоговорочной капитуляции.

Статья II.

Вопрос о том, какие органы Союзников должны осуществлять функции контроля и управления в Германии в более поздний период, будет предметом особого соглашения между Правительствами Соединенных Штатов Америки, Соединенного Королевства и Союза Советских Социалистических Республик.

За Представителя Правительства США в Европейской Консультативной Комиссии

Philip E. Mosely

Представитель Правительства Соединенного Королевства в Европейской Консультативной Комиссии

William Strang

Представитель Правительства СССР в Европейской Консультативной Комиссии

ЛАНКАСТЕР ХАУС,
ЛОНДОН.

I4 ноября I944г.

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA, THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE UNITED KINGDOM AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC REGARDING AMENDMENTS TO THE AGREEMENT OF 14TH NOVEMBER, 1944 ON CONTROL MACHINERY IN GERMANY.

I.

In the preamble add "the Provisional Government of the French Republic" to the names of the three Governments.

II.

In Article 1 add "the French Republic" to the names of the three Powers.

III.

In Article 2 substitute "three" for "two" before the word "Commanders-in-Chief".

IV.

In Article 3 (a) substitute "four" for "three" before the word "Commanders-in-Chief".

V.

In the last sentence of Article 3 (c) substitute "four" for "three" before the word "members".

VI.

In the first sentence of Article 4 substitute "four" for "three" before the word "Commanders-in-Chief".

VII.

In Article 5 (c) substitute "four" for "three" before the word "zones".

VIII.

In Article 6 (b) substitute "four" for "three" before the words "high-ranking officials" and before the words "heads of each Division".

IX.

In Article 6 (c) substitute "four" for "three" before the words "heads of a Division".

X.

In the first sentence of Article 7 (a) substitute "four" for "three" before the word "Commandants".

XI.

In Article 7 (b) substitute "four" for "three" before the word "Powers".

XII.

In Article 11 add "the Provisional Government of the French Republic" to the names of the three Governments.

The above text of the Agreement between the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom and the Provisional Government of the French Republic regarding Amendments to the Agreement of 14th November, 1944 on Control Machinery in Germany has been prepared and unanimously adopted by the European Advisory Commission at a meeting held on 1st May, 1945. [1]

Representative of the Government of the United States of America on the European Advisory Commission:	Representative of the Government of the Union of Soviet Socialist Republics on the European Advisory Commission:	Representative of the Government of the United Kingdom on the European Advisory Commission:	Representative of the Provisional Government of the French Republic on the European Advisory Commission:
JOHN G. WINANT.	F T GOUSEV	WILLIAM STRANG	MASSIGLI

LANCASTER HOUSE, LONDON, S.W.1.

1st May, 1945.

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[1] Approved by the Governments of the United States of America, May 14, 1945; of the United Kingdom, May 17, 1945; of France, May 18, 1945; and of the Union of Soviet Socialist Republics, May 25, 1945.

68086 O - 56 Pt. II - 61

С О Г Л А Ш Е Н И Е

между Правительствами Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства и Временным Правительством Французской Республики относительно изменений в Соглашении от 14 ноября 1944 года о Контрольном механизме в Германии.

I.

В преамбуле к названным трем Правительствам добавить: "Временное Правительство Французской Республики".

II.

В статье I к названным трем Державам добавить: "Французской Республики".

III.

В статье 2 перед словами "других главнокомандующих" вместо "двух" вставить "трех".

IУ.

В статье 3"а" перед словом "главнокомандующих" вместо "три" вставить "четыре".

У.

В последнем предложении статьи 3"в" перед словом "членов" вместо "трех" вставить "четырех".

УI.

В первом предложении статьи 4 перед словами "представителей"[x/] и "главнокомандующих" вместо "трех" вставить "четырех".

УII.

В статье 5"в" перед словом "зонах" вместо "трех" вставить "четырех".

УIII.

В статье 6"б" перед словами "высокопоставленных чиновника" вместо "три" вставить "четыре" и перед словами "начальников каждого отдела" вместо "трех" вставить "четырех".

IX.

В статье 6"в" перед словами "начальника отдела" вместо "три" вставить "четыре".

X.

В первом предложении статьи 7"а" перед словом "комендантов" вместо "трех" вставить "четырех".

---

x/ Только в русском тексте.

XI.

В статье 7"б" перед словом "Держав" вместо "трех" вставить "четырех".

XII.

В статье II к трем Правительствам добавить "Временным Правительством Французской Республики".

Вышеприведенный текст Соглашения между Правительствами Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства и Временным Правительством Французской Республики относительно изменений в Соглашении от 14 ноября 1944 года о Контрольном механизме в Германии составлен и единогласно принят Европейской Консультативной Комиссией на заседании, состоявшемся 1 мая 1945 года.

Представитель Правительства Соединенных Штатов Америки в Европейской Консультативной Комиссии:	Представитель Правительства Союза Советских Социалистических Республик в Европейской Консультативной Комиссии:	Представитель Правительства Соединенного Королевства в Европейской Консультативной Комиссии:	Представитель Временного Правительства Французской Республики в Европейской Консультативной Комиссии:
John G. Winant		William Strang	

ЛАНКАСТЕР ХАУС,
ЛОНДОН.

1 мая 1945 года.

Accord entre les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques et du Royaume-Uni et le Gouvernement Provisoire de la République Française concernant les amendements à l'accord du 14 novembre 1944 sur les Organismes de contrôle en Allemagne.

I

Dans le préamble, ajouter "le Gouvernement Provisoire de la République Française" aux noms des trois Gouvernements.

II

A l'article 1, ajouter "la République Française" aux noms des trois Puissances.

III

A l'article 2, remplacer "deux" par "trois" avant les mots "Commandants en chef".

IV

A l'article 3 (a), remplacer "trois" par "quatre" avant les mots "Commandants en chef".

V

Dans la dernière phrase de l'article 3 (c), remplacer "trois" par "quatre" avant le mot "membres".

VI

Dans la première phrase de l'article 4, remplacer "trois" par "quatre" avant les mots "Commandants en chef".

VII

A l'article 5 (c), remplacer "trois" par "quatre" avant le mot "zones".

VIII

A l'article 6 (b), remplacer "trois" par "quatre" avant les mots "Hauts fonctionnaires" et avant les mots "Chefs de chaque division".

IX

A l'article 6 (c), remplacer "trois" par "quatre" avant les mots "Chefs d'une division".

X

Dans la première phrase de l'article 7 (a), remplacer "trois" par "quatre" avant le mot "commandants".

XI

A l'article 7 (b), remplacer "trois" par "quatre" avant le mot "Puissances".

XII

A l'article 11, ajouter "le Gouvernement Provisoire de la République Française" aux noms des trois Gouvernements.

Le texte ci-dessus de l'accord entre les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques et du Royaume-Uni et le Gouvernement Provisoire de la République Française concernant les amendements à l'accord du 14 novembre 1944 sur les organismes de contrôle en Allemagne a été préparé et adopté à l'unanimité par la Commission Consultative Européenne dans sa séance du 1 mai 1945.

Représentant du Gouvernement des Etats-Unis d'Amérique à la Commission Consultative Européenne:	Représentant de l'Union des Républiques Socialistes Soviétiques à la Commission Consultative Européenne:	Représentant du Gouvernement du Royaume-Uni à la Commission Consultative Européenne:	Représentant du Gouvernement Provisoire de la République Française à la Commission Consultative Européenne:
JOHN G. WINANT.	F T GOUSEV	WILLIAM STRANG	MASSIGLI

LANCASTER HOUSE,
LONDRES, S.W.1.

1 mai 1945

TIAS 3071
Sept. 12, and
Nov. 14, 1944;
and July 26, 1945

GERMANY

Zones of Occupation and Administration of "Greater Berlin" Area

Protocol between the
UNITED STATES OF AMERICA,
the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, and the UNION OF SOVIET SOCIALIST REPUBLICS

- Signed at London September 12, 1944
- Entered into force February 6, 1945

with

Amending Agreement

- Signed at London November 14, 1944
- Entered into force February 6, 1945

and

Amending Agreement between the
UNITED STATES OF AMERICA, the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, the UNION OF SOVIET SOCIALIST REPUBLICS, and the PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC

- Signed at London July 26, 1945
- Entered into force August 13, 1945

GERMANY:
ZONES OF OCCUPATION
INTERNATIONAL FRONTIERS 1937 · INTERNAL BOUNDARIES 1941
MAP "A"
ANNEX TO PROTOCOL ON ZONES OF OCCUPATION OF GERMANY AND THE ADMINISTRATION OF "GREATER BERLIN"
12/12-44.
SCHLESWIG HOLSTEIN
MECKLENBURG
POMMERN
OSTPREUSSEN
KÖNIGSBERG
GUMBINNEN
ALLENSTEIN
DANZIG
WEST-PREUSSEN
KÖSLIN
STETTIN
GRENZMARK POSEN-WESTPREUSSEN
AURICH
OLDENBURG
STADE
LÜNEBURG
HANNOVER
PREUSSEN
OSNABRÜCK
MÜNSTER
WESTFALEN
MINDEN
LIPPE
HILDESHEIM
BRAUNSCHWEIG
MAGDEBURG
PROVINZ SACHSEN
MERSEBURG
ERFURT
KASSEL
HESSEN
THÜRINGEN
MARK BRANDENBURG
POTSDAM
BERLIN
FRANKFURT
LIEGNITZ
BRESLAU
SCHLESIEN
OPPELN
DRESDEN-BAUTZEN
LEIPZIG
CHEMNITZ
ZWICKAU
SACHSEN
DÜSSELDORF
ARNSBERG
RHEINPROVINZ
KÖLN
AACHEN
NASSAU
WIESBADEN
KOBLENZ
TRIER
SAARLAND
PFALZ
MAINFRANKEN
OBERFRANKEN UND MITTELFRANKEN
NIEDERBAYERN UND OBERPFALZ
BAYERN
L.K.BEZ. MANNHEIM
L.K.BEZ. KARLSRUHE
WÜRTTEMBERG
HOHENZOLLERNSCHE LANDE
L.K.BEZ. FREIBURG
L.K.BEZ. KONSTANZ
SCHWABEN
OBERBAYERN
TROPPAU
CZECHOSLOVAKIA
AUSTRIA
POLEN
DEUTSCHLAND
BELGIEN
LUXEMBURG
FRANKREICH
LEGEND
International Boundaries 31 Dec. 1937
Boundaries – Länder 2 Aug. 1941
" – Provinzen "
" – Reg. Bez. "
" – Kriese "
" – Zones of Occupation
Scale 1:1,600,000 approx
KILOMETERS
MILES

PROTOCOL

between the Governments of the United States of America, the United Kingdom, and the Union of Soviet Socialist Republics, on the zones of occupation in Germany and the administration of "Greater Berlin".

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics have reached the following agreement with regard to the execution of Article 11 of the Instrument of Unconditional Surrender of Germany:–[1]

1. Germany, within her frontiers as they were on the 31st December, 1937, will, for the purposes of occupation, be divided into three zones, one of which will be allotted to each of the three Powers, and a special Berlin area, which will be under joint occupation by the three Powers.

2. The boundaries of the three zones and of the Berlin area, and the allocation of the three zones as between the U.S.A., the U.K. and the U.S.S.R. will be as follows:–

Eastern Zone (as shewn on the annexed map "A")[2]	The territory of Germany (including the province of East Prussia) situated to the East of a line drawn from the point on Lübeck Bay where the frontiers of Schleswig-Holstein and Mecklenburg meet, along the western frontier of Mecklenburg to the frontier of the province of Hanover, thence, along the eastern frontier of Hanover, to the frontier of Brunswick; thence along the western frontier of the Prussian province of Saxony to the western frontier of Anhalt; thence along the western frontier of Anhalt; thence along the western frontier of the Prussian province of Saxony and the western frontier of Thuringia to where the latter meets the Bavarian frontier; thence eastwards along the northern frontier of Bavaria to

[1] Instrument was not signed and did not enter into force.
[2] Map is inserted in the pocket at the back of this book.

	the 1937 Czechoslovakian frontier, will be occupied by armed forces of the U.S.S.R., with the exception of the Berlin area, for which a special system of occupation is provided below.
North-Western Zone (as shewn on the annexed map "A") [1]	The territory of Germany situated to the west of the line defined above, and bounded on the south by a line drawn from the point where the western frontier of Thuringia meets the frontier of Bavaria; thence westwards along the southern frontiers of the Prussian provinces of Hessen-Nassau and Rheinprovinz to where the latter meets the frontier of France will be occupied by armed forces of . . . . .
South-Western Zone (as shewn on the annexed map "A")	All the remaining territory of Western Germany situated to the south of the line defined in the description of the North-Western Zone will be occupied by armed forces of . . . . .
	The frontiers of States (Länder) and Provinces within Germany, referred to in the foregoing descriptions of the zones, are those which existed after the coming into effect of the decree of 25th June, 1941 (published in the Reichsgesetzblatt, Part I, No. 72, 3rd July, 1941).
Berlin Area (as shewn on the annexed 4 sheets of map "B") [1]	The Berlin area (by which expression is understood the territory of "Greater Berlin" as defined by the Law of the 27th April, 1920) will be jointly occupied by armed forces of the U.S.A., U.K., and U.S.S.R., assigned by the respective Commanders-in-Chief. For this purpose the territory of "Greater Berlin" will be divided into the following three parts:–
	North-Eastern part of "Greater Berlin" (districts of Pankow, Prenzlauerberg, Mitte, Weissensee, Friedrichshain, Lich-

[1] Maps are inserted in the pocket at the back of this book.

SEE EXTENSION No. 4

BERLIN

Sheet 1

LEGEND

OUTER BOUNDARY OF REICHSHAUPSTADT BERLIN

BOUNDARIES OF ADMINISTRATIVE DIVISIONS (VERWALTUNGSBEZIRKE)

BOUNDARIES OF THE PARTS OF BERLIN ALLOTTED TO U.K., U.S.A AND U.S.S.R.

1	2
3	4

MAP "B" SHEET 1
ANNEX TO PROTOCOL ON ZONES OF OCCUPATION OF GERMANY AND THE ADMINISTRATION OF "GREATER BERLIN"
J. G. W.
19/12/44

Geographical Section, General Staff No. 4480 Published by War Office 1944 10,000-5.44

GPO 19550-3042 Copied from a German map dated 1937 Reproduced by Co. C 660th Engineers U.S. Army

BERLIN

Railway
Main Line Station
Suburban Line Station
Underground Railway
Tram
Bus
Tram and Bus
Post Motor Van Route
Theater
Hospital
Cemetery
Cemetery

The side of each square measures 1250 meters on the ground

Scale 1:25,000

0 500 1000 2000 3000 METERS
0 500 1000 2000 3000 YARDS
0 1/2 1 2 MILES

MAP "B" SHEET 2

ANNEX TO PROTOCOL ON ZONES OF OCCUPATION OF GERMANY AND THE ADMINISTRATION OF "GREATER BERLIN"

J.G.W.

12/12-44.

INDEX

1	2
3	4

Town Center Scale 1:12,500

Geographical Section, General Staff No. 4480
Published by War Office 1944 10,000-3-44

GPO 12880 3949

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Published by War Office 1944 10,000-5.44

GPO 1950-2919 Reproduced by Co. "C" 660th Engineers, U. S. Army Copied from a German Map dated 1937

Geographical Section, General Staff No. 4483. Published by War Office 1944 10,000-8-44

OPO—13850 3949 Reproduced by Co. "C" 660th Engineers, U. S. Army Copied from a German Map dated 1937

tenberg, Treptow, Köpenick) will be occupied by the forces of the U.S.S.R.:

North-Western part of "Greater Berlin" (districts of Reinickendorf, Wedding, Tiergarten, Charlottenburg, Spandau, Wilmersdorf) will be occupied by the forces of . . . . . .

Southern part of "Greater Berlin" (districts of Zehlendorf, Steglitz, Schöneberg, Kreuzberg, Tempelhof, Neukölln) will be occupied by the forces of . . . . . .

The boundaries of districts within "Greater Berlin", referred to in the foregoing descriptions, are those which existed after the coming into effect of the decree published on 27th March, 1938 (Amtsblatt der Reichshauptstadt Berlin No. 13 of 27th March, 1938, page 215).

3. The occupying forces in each of the three zones into which Germany is divided will be under a Commander-in-Chief designated by the Government of the country whose forces occupy that zone.

4. Each of the three Powers may, at its discretion, include among the forces assigned to occupation duties under the command of its Commander-in-Chief, auxiliary contingents from the forces of any other Allied Power which has participated in military operations against Germany.

5. An Inter-Allied Governing Authority (Komendatura) consisting of three Commandants, appointed by their respective Commanders-in-Chief, will be established to direct jointly the administration of the "Greater Berlin" Area.

6. This Protocol has been drawn up in triplicate in the English and Russian languages. Both texts are authentic. The Protocol will come into force on the signature by Germany of the Instrument of Unconditional Surrender. [1]

The above text of the Protocol between the Governments of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics, on the zones of occupation in Germany

[1] See footnote 1, p. 2079. The Protocol was approved by the Governments of the United States of America, Feb. 2, 1945; the United Kingdom, Dec. 5, 1944; and the Union of Soviet Socialist Republics, Feb. 6, 1945.

and the administration of "Greater Berlin" has been prepared and unanimously adopted by the European Advisory Commission at a meeting held on 12th September, 1944, with the exception of the allocation of the North-Western and South-Western zones of occupation in Germany and the North-Western and Southern parts of "Greater Berlin", which requires further consideration and joint agreement by the Governments of the U.S.A., U.K. and U.S.S.R. [1]

Representative of the Government of the U.S.A. on the European Advisory Commission:	Representative of the Government of the U.K. on the European Advisory Commission:	Representative of the Government of the U.S.S.R. on the European Advisory Commission:
J. G. Winant	W. Strang	F. T. Gousev
JOHN G. WINANT	WILLIAM STRANG	F T GOUSEV

LANCASTER HOUSE,
LONDON, S. W. 1.

12th September, 1944.

[1] *Post*, pp. 2087, 2093, and 2094.

П Р О Т О К О Л

Соглашения между Правительствами Соединенных Штатов Америки, Соединенного Королевства и Союза Советских Социалистических Республик о зонах оккупации Германии и об управлении "Большим Берлином".

Правительства Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии и Союза Советских Социалистических Республик пришли к следующему соглашению относительно выполнения статьи II Документа о безоговорочной капитуляции Германии:

I. Германия в границах, существовавших на 31 декабря 1937г., будет разделена для целей оккупации на три зоны, по одной из которых будет отведено каждой из трех держав, а также будет выделен особый район Берлина, оккупируемый совместно тремя державами.

2. Границы трех зон и района Берлина, а также распределение трех зон между США, Соединенным Королевством и СССР устанавливаются следующие:

Восточная зона /как показана на прилагаемой карте "А"/. Территория Германии /включая провинцию Восточная Пруссия/, расположенная к востоку от линии, проходящей от пункта на берегу Любекского залива, где сходятся границы Шлезвиг-Гольштейна и Мекленбурга, по западной границе Мекленбурга до границы провинции Ганновер, затем по восточной границе Ганновера до границы Брауншвейга, затем по западной границе прусской провинции Саксония до западной границы Ангальт, далее по западной границе Ангальт, затем по западной границе прусской провинции Саксония и западной границе Тюрингии до пересечения ее с баварской

границей и далее на восток по северной границе Баварии до чехословацкой границы 1937 года, занимается вооруженными силами СССР, за исключением района Берлина, для которого ниже предусматривается особый порядок оккупации.

Северо-западная зона /как показана на прилагаемой карте "А"/.

Территория Германии, расположенная к западу от линии, описанной выше, и ограниченная с юга линией, проходящей от пункта пересечения западной границы Тюрингии с границей Баварии, и далее на запад по южным границам прусских провинций Гессен-Нассау и Рейнпровинц до пересечения последней с границей Франции, занимается вооруженными силами .....

Юго-западная зона /как показана на прилагаемой карте "А"/.

Вся остальная территория западной Германии, расположенная к югу от линии, указанной в описании северо-западной зоны, занимается вооруженными силами .....

В вышеприведенных описаниях зон границы земель /Länder / и провинций внутри Германии являются теми, которые существовали после вступления в силу декрета от 25 июня 1941г. / опубликован в Reichsgesetzblatt, часть I, № 72 от 3 июля 1941г./.

Район Берлина /как показан на прилагаемой карте "Б" на четырех листах/.

Район Берлина /под этим выражением подразумевается территория "Большого Берлина", определенная законом от 27 апреля 1920г./ занимается совместно вооруженными силами США, Соединенного Королевства и СССР, выделяемыми соответствующими главнокомандующими. С этой целью территория "Большого Берлина" разделяется на следующие три части:

Северо-восточная часть "Большого Берлина" /районы: Панков, Пренцлауерберг, Митте, Вейсензее, Фридрихсхейн, Лихтенберг, Трептов, Кепеник/ занимается вооруженными силами СССР;

Северо-западная часть "Большого Берлина" /районы: Рейникендорф, Веддинг, Тиргартен, Шарлоттенбург, Шпандау, Вильмерсдорф/ занимается вооруженными силами .....

Южная часть "Большого Берлина" /районы: Целлендорф, Штеглиц, Шенеберг, Крейцберг, Темпельгоф, Нейкольн/ занимается вооруженными силами

.....

В вышеприведенных описаниях границы районов внутри "Большого Берлина" являются теми, которые существовали после вступления в силу декрета, опубликованного 27 марта 1928г. / Amtsblatt der Reichshauptstadt Berlin, № 13 от 27 марта 1938г., стр.215/.

3. Оккупационные вооруженные силы в каждой из трех зон, на которые разделяется Германия, подчиняются главнокомандующему, назначенному правительством той страны, вооруженные силы которой оккупируют данную зону.

4. Каждая из трех держав по своему усмотрению может включать в число вооруженных сил, предназначенных для выполнения оккупационных обязанностей под командованием своего главнокомандующего, вспомогательные контингенты из числа вооруженных сил любой другой союзной державы, которая принимала участие в военных операциях против Германии.

5. Для совместного управления районом "Большого Берлина" создается Межсоюзная Комендатура в составе трех комендантов, назначаемых их соответствующими главнокомандующими.

6. Настоящий Протокол составлен в трех экземплярах, каждый на английском и русском языках. Оба текста являются аутентичными. Протокол вступает в силу одновременно с подписанием Германией Документа о безоговорочной капитуляции.

Вышеприведенный текст Протокола Соглашения между Правительствами Соединенных Штатов Америки, Соединенного Королевства и Союза Советских Социалистических Республик о зонах оккупации Германии и об управлении "Большим Берлином" разработан и единогласно принят Европейской Консультативной Комиссией на заседании от 12 сентября 1944 года, за исключением распределения Северо-западной и Юго-западной зон оккупации Германии, а также Северо-западной и Южной частей "Большого Берлина", что подлежит дополнительному обсуждению и совместному решению Правительств США, Соединенного Королевства и СССР.

Представитель Правительства США в Европейской Консультативной Комиссии:	Представитель Правительства Соединенного Королевства в Европейской Консультативной Комиссии:	Представитель Правительства СССР в Европейской Консультативной Комиссии:
John G. Winant.	William Strang	Ф. Гусев
/Д.Г.ВАЙНАНТ/	/У.СТРЭНГ/	/Ф.Т.ГУСЕВ/

GERMANY:
ZONES OF OCCUPATION
INTERNATIONAL FRONTIERS 1937 · INTERNAL BOUNDARIES 1941
MAP "C"
To replace Map "A"
annexed to Protocol of
12th September, 1944.
SCHLESWIG HOLSTEIN
MECKLENBURG
POMMERN
OLDENBURG
HANNOVER
PREUSSEN
MARK BRANDENBURG
BERLIN
SACHSEN
WESTFALEN
RHEINPROVINZ
HESSEN
THURINGEN
NIEDER SCHLESIEN
OBER SCHLESIEN
OSTPREUSSEN
WEST PREUSSEN
DANZIG
GRENZMARK POSEN WESTPREUSSEN
BAYERN
WÜRTTEMBERG
SACHSEN
CZECHOSLOVAKIA
AUSTRIA
FRANKREICH
LUXEMBURG
BELGIEN
NEDERLANDE
LEGEND
International Boundaries 31 Dec. 1937
Boundaries – Länder 2 Aug. 1941
" – Provinzen "
" – Reg. Bez. "
" – Kreise "
" – Zones of Occupation
Scale 1:1,600,000 approx
PREPARED BY R.H.P. RESEARCH

Agreement regarding Amendments to the Protocol of 12th September, 1944, between the Governments of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics on the zones of occupation in Germany and the administration of "Greater Berlin".

1. In place of the description of the North-Western Zone given in paragraph 2 of the above-mentioned Protocol, the description of the North-Western Zone will read as follows:–

"North-Western Zone (as shown on the annexed map "C") [1]	The territory of Germany situated to the west of the line defined in the description of the Eastern zone, and bounded on the south by a line drawn from the point where the frontier between the Prussian provinces of Hanover and Hessen-Nassau meets the western frontier of the Prussian province of Saxony; thence along the southern frontier of Hanover; thence along the northwestern, western and southern frontiers of Hessen-Nassau to the point where the River Rhine leaves the latter; thence along the center of the navigable channel of the River Rhine to the point where it leaves Hessen-Darmstadt; thence along the western frontier of Baden to the point where this frontier becomes the Franco-German frontier will be occupied by armed forces of the United Kingdom."

2. In place of the description of the South-Western Zone given in paragraph 2 of the above-mentioned Protocol, the description of the South-Western Zone will read as follows:–

"South-Western Zone (as shown on the annexed map "C")	The territory of Germany situated to the south of a line commencing at the junction of the frontiers of Saxony, Bavaria and Czechoslovakia and extending westward along the northern frontier of Bavaria to

[1] Map is inserted in the pocket at the back of this book.

the junction of the frontiers of Hessen-Nassau, Thuringia and Bavaria; thence north, west and south along the eastern, northern, western and southern frontiers of Hessen-Nassau to the point where the River Rhine leaves the southern frontier of Hessen-Nassau; thence southwards along the center of the navigable channel of the River Rhine to the point where it leaves Hessen-Darmstadt; thence along the western frontier of Baden to the point where this frontier becomes the Franco-German frontier will be occupied by armed forces of the United States of America."

3. The following additional paragraph will be inserted after the description of the South-Western Zone:–

"For the purpose of facilitating communications between the South-Western Zone and the sea, the Commander-in-Chief of the United States forces in the South-Western Zone will

(a) exercise such control of the ports of Bremen and Bremerhaven and the necessary staging areas in the vicinity thereof as may be agreed hereafter by the United Kingdom and United States military authorities to be necessary to meet his requirements;

(b) enjoy such transit facilities through the North-Western Zone as may be agreed hereafter by the United Kingdom and United States military authorities to be necessary to meet his requirements."

4. At the end of the description of the North-Western part of "Greater Berlin" given in paragraph 2 of the above-mentioned Protocol, insert the following words:–

"the United Kingdom"

5. At the end of the description of the Southern part of "Greater Berlin" given in paragraph 2 of the above-mentioned Protocol, insert the following words:–

"the United States of America"

6. In the English text of the sub-paragraph in paragraph 2 of the above-mentioned Protocol beginning with the words "The frontiers

of States (Länder) and Provinces," the words "descriptions to the zones" will read "descriptions of the zones."

The above text of the Agreement regarding Amendments to the Protocol of 12th September, 1944, between the Governments of the United States of America, the United Kingdom and the Union of Soviet Socialist Republics on the zones of occupation in Germany and the administration of "Greater Berlin" has been prepared and unanimously adopted by the European Advisory Commission at a meeting held on the 14th November, 1944. [1]

For the Representative of the Government of the United States of America on the European Advisory Commission:

PHILIP E. MOSELY

Representative of the Government of the United Kingdom on the European Advisory Commission:

WILLIAM STRANG

Representative of the Government of the Union of Soviet Socialist Republics on the European Advisory Commission:

F T GOUSEV

LANCASTER HOUSE,
LONDON, S. W. 1.

14th November, 1944.

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[1] Approved by the Governments of the United States of America, Feb. 2, 1945; the United Kingdom, Dec. 5, 1944; and the Union of Soviet Socialist Republics, Feb. 6, 1945.

68086 O - 56 Pt. II - 62

С О Г Л А Ш Е Н И Е

относительно изменений в Протоколе Соглашения от 12 сентября 1944 года между Правительствами Соединенных Штатов Америки, Соединенного Королевства и Союза Советских Социалистических Республик о зонах оккупации Германии и об управлении "Большим Берлином".

1. Вместо описания северо-западной зоны, приведенного в п.2 вышеупомянутого Протокола, принять новое описание северо-западной зоны и изложить его в следующем виде:

"Северо-западная зона /как показана на прилагаемой карте "С"/. Территория Германии, расположенная к западу от линии, установленной в описании восточной зоны, и ограниченная с юга линией, проходящей от пункта пересечения границы между прусскими провинциями Ганновер и Гессен-Нассау с западной границей прусской провинции Саксония, далее по южной границе Ганновера, далее по северо-западной, западной и южной границам Гессен-Нассау до пункта, где последняя перестает следовать реке Рейн, затем по центру судоходного русла реки Рейн до пункта, где она выходит из Гессен-Дармштадт, далее по западной границе Бадена до пункта пересечения ее с франко-германской границей, занимается вооруженными силами Соединенного Королевства."

2. Вместо описания юго-западной зоны, приведенного в п.2 вышеупомянутого Протокола, принять новое описание юго-западной зоны и изложить его в следующем виде:

"Юго-западная зона /как показана на прилагаемой карте "С"/. Территория Германии, расположенная к югу от линии, начинающейся от скрещения границ Саксонии, Баварии и Чехословакии и идущей на запад по северной границе Баварии до скрещения границ Гессен-Нассау, Тюрингии и Баварии, далее к северу, западу и югу по восточной, северной, западной и южной границам Гессен-Нассау до пункта, где южная граница Гессен-Нассау перестает

следовать реке Рейн, затем на юг по центру судоходного русла реки Рейн до пункта, где она выходит из Гессен-Дармштадт, далее по западной границе Бадена до пункта пересечения ее с франко-германской границей, занимается вооруженными силами Соединенных Штатов Америки."

3. После описания юго-западной зоны вставить следующий дополнительный пункт:

"С целью облегчения сообщения между юго-западной зоной и морем главнокомандующий вооруженными силами Соединенных Штатов в юго-западной зоне будет

а/ осуществлять такой контроль над портами Бремен и Бремерхафен и необходимыми пересадочными площадками вблизи их, который в будущем может быть признан необходимым военными властями Соединенного Королевства и Соединенных Штатов для удовлетворения его потребностей;

б/ пользоваться такими возможностями транзита через северо-западную зону, которые в будущем могут быть признаны необходимыми военными властями Соединенного Королевства и Соединенных Штатов для удовлетворения его потребностей."

4. В конце описания северо-западной части "Большого Берлина", приведенного в п.2 вышеупомянутого Протокола, добавить следующие слова: "Соединенного Королевства".

5. В конце описания южной части "Большого Берлина", приведенного в п.2 вышеупомянутого Протокола, добавить следующие слова: "Соединенных Штатов Америки".

6. В английском тексте пункта 2 вышеупомянутого Протокола во фразе, начинающейся словами "В вышеприведенных описаниях зон ..."

слова " descriptions to the zones " следует читать " descriptions of the zones ".

Вышеприведенный текст Соглашения относительно изменений в Протоколе Соглашения от 12 сентября 1944 года между Правительствами Соединенных Штатов Америки, Соединенного Королевства и Союза Советских Социалистических Республик о зонах оккупации Германии и об управлении "Большим Берлином" подготовлен и единогласно принят Европейской Консультативной Комиссией на заседании, состоявшемся 14 ноября 1944 года.

За Представителя Правительства Соединенных Штатов Америки в Европейской Консультативной Комиссии

Philip E. Mosely

Представитель Правительства Соединенного Королевства в Европейской Консультативной Комиссии

William Strang

Представитель Правительства Союза Советских Социалистических Республик в Европейской Консультативной Комиссии

Ф. Гусев

ЛАНКАСТЕР ХАУС,
ЛОНДОН.
14 ноября 1944г.

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA, THE UNION OF SOVIET SOCIALIST REPUBLICS AND THE UNITED KINGDOM AND THE PROVISIONAL GOVERNMENT OF THE FRENCH REPUBLIC REGARDING AMENDMENTS TO THE PROTOCOL OF 12TH SEPTEMBER, 1944, ON THE ZONES OF OCCUPATION IN GERMANY AND THE ADMINISTRATION OF "GREATER BERLIN".

The Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom having, pursuant to the decision of the Crimea Conference announced on 12th February, 1945, invited the Provisional Government of the French Republic to take part in the occupation of Germany,

the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom and the Provisional Government of the French Republic have agreed to amend and to supplement the Protocol of 12th September, 1944, between the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom on the zones of occupation in Germany and the administration of "Greater Berlin",

and have reached the following agreement:

1. In the Preamble of the Protocol of 12th September, 1944, add the words "and the Provisional Government of the French Republic" in the enumeration of the participating Governments.

2. In Article 1 of the above-mentioned Protocol, substitute "four" for "three" in the words "three zones", "three Powers" and "three Powers".

3. In the first paragraph of Article 2 of the above-mentioned Protocol, add "and the French Republic" in the enumeration of the participating Powers; substitute "four" for "three" in the words "three zones" and "three zones".

4. In place of the description of the North-Western Zone given in Article 2 of the above-mentioned Protocol, [1] the description of the North-Western Zone will read as follows;

[1] See also paragraph 1 of agreement of Nov. 14, 1944; *ante*, p. 2087.

"North-Western (United Kingdom) Zone (as shown on the annexed map "D") [1]	The territory of Germany situated to west of the line defined in the description of the Eastern (Soviet) Zone, and bounded on the south by a line drawn from the point where the frontier between the Prussian provinces of Hanover and Hessen-Nassau meets the western frontier of the Prussian province of Saxony; thence along the southern frontier of Hanover; thence along the south-eastern and south-western frontiers of the Prussian province of Westphalia and along the southern frontiers of the Prussian Regierungsbezirke of Köln and Aachen to the point where this frontier meets the Belgian-German frontier will be occupied by armed forces of the United Kingdom."

5. In place of the description of the South-Western Zone given in Article 2 of the above-mentioned Protocol, [2] description of the South-Western Zone will read as follows:–

"South-Western (United States) Zone (as shown on the annexed map "D")	The territory of Germany situated to the south and east of a line commencing at the junction of the frontiers of Saxony, Bavaria and Czechoslovakia and extending westward along the northern frontier of Bavaria to the junction of the frontiers of Hessen-Nassau, Thuringia and Bavaria; thence north and west along the eastern and northern frontiers of Hessen-Nassau to the point where the frontier of the district of Dill meets the frontier of the district of Oberwesterwald; thence along the western frontier of the district of Dill, the north-western frontier of the district of Oberlahn, the northern and western frontiers of the district of Limburg-an-der-lahn, the north-western frontier of the district of Untertaunus and the northern frontier of the district of Rheingau; thence south and east along the western and southern frontiers of Hessen-

[1] Map is inserted in the pocket at the back of this book.

[2] See also paragraph 2 of agreement of Nov. 14, 1944; *ante*, p. 2087.

GERMANY
ZONES OF OCCUPATION.
INTERNATIONAL FRONTIERS 1937 · INTERNAL BOUNDARIES 1941
MAP "D"
Map "D" annexed to the agreement of 26th July 1945.
N.W.
W.
S.W.
W.
SCHLESWIG HOLSTEIN
MECKLENBURG
POMMERN
OSTPREUSSEN
KÖNIGSBERG
DANZIG
WEST-PREUSSEN
ALLENSTEIN
OLDENBURG
HANNOVER
PREUSSEN
MARK BRANDENBURG
BERLIN
PROVINZ SACHSEN
WESTFALEN
RHEINPROVINZ
HESSEN
NASSAU
THÜRINGEN
SACHSEN
NIEDER SCHLESIEN
OBER SCHLESIEN
SAARLAND
BAYERN
WÜRTTEMBERG
BADEN
CZECHOSLOVAKIA
AUSTRIA
POLEN
NIEDERLANDE
BELGIEN
LUXEMBURG
FRANKREICH
LEGEND
International Boundaries 31 Dec. 1937
Boundaries – Länder 2 Aug. 1941
" – Provinzen "
" – Reg. Bez. "
" – Kreise "
" – Zones
Scale 1:1,600,000 approx
PREPARED BY P.H.P. RESEARCH
C.S.G.S. Misc. No. 162.

Nassau to the point where the River Rhine leaves the southern frontier of Hessen-Nassau; thence southwards along the centre of the navigable channel of the River Rhine to the point where the latter leaves Hessen-Darmstadt; thence along the western frontier of Baden to the point where the frontier of the district of Karlsruhe meets the frontier of the district of Rastatt; thence southeast along the southern frontier of the district of Karlsruhe; thence north-east and south-east along the eastern frontier of Baden to the point where the frontier of Baden meets the frontier between the districts of Calw and Leonberg; thence south and east along the western frontier of the district of Leonberg, the western and southern frontiers of the district of Böblingen, the southern frontier of the district of Nürtingen and the southern frontier of the district of Göppingen to the point where the latter meets the Reichsautobahn between Stuttgart and Ulm; thence along the southern boundary of the Reichsautobahn to the point where the latter meets the western frontier of the district of Ulm; thence south along the western frontier of the district of Ulm to the point where the latter meets the western frontier of the State of Bavaria; thence south along the western frontier of Bavaria to the point where the frontier of the district of Kempten meets the frontier of the district of Lindau; thence south-west along the western frontier of the district of Kempten and the western frontier of the district of Sonthofen to the point where the latter meets the Austro-German frontier will be occupied by armed forces of the United States of America."

6. The following additional paragraph will be inserted in Article 2 of the above-mentioned Protocol, following the description of the South-Western Zone:–

"Western (French) Zone (as shown on the annexed map "D") [1]	The territory of Germany, situated to the south and west of a line commencing at the junction of the frontiers of Belgium and of the Prussian Regierungsbezirke of Trier and Aachen and extending eastward along the northern frontier of the Prussian Regierungsbezirk of Trier; thence north, east and south along the western, northern and eastern frontier of the Prussian Regierungsbezirk of Koblenz to the point where the frontier of Koblenz meets the frontier of the district of Oberwesterwald; thence east, south and west along the northern, eastern and southern frontiers of the district of Oberwesterwald and along the eastern frontiers of the districts of Unterwesterwald, Unterlahn and Sankt Goarshausen to the point where the frontier of the district of Sankt Goarshausen meets the frontier of the Regierungsbezirk of Koblenz; thence south and east along the eastern frontier of Koblenz; and the northern frontier of Hessen-Darmstadt to the point where the River Rhine leaves the southern frontier of Hessen-Nassau; thence southwards along the centre of the navigable channel of the River Rhine to the point where the latter leaves Hessen-Darmstadt; thence along the western frontier of Baden to the point where the frontier of the district of Karlsruhe meets the frontier of the district of Rastatt; thence south-east along the northern frontier of the district of Rastatt; thence north, east and south along the western, northern and eastern frontiers of the district of Calw; thence eastwards along the northern frontiers of

[1] Map is inserted in the pocket at the back of this book.

the districts of Horb, Tübingen, Reutlingen and Münsingen to the point where the northern frontier of the district of Münsingen meets the Reichsautobahn between Stuttgart and Ulm; thence south-east along the southern boundary of the Reichsautobahn to the point where the latter meets the eastern frontier of the district of Münsingen; thence south-east along the north-eastern frontiers of the districts of Münsingen, Ehingen and Biberach; thence southwards along the eastern frontiers of the districts of Biberach, Wangen and Lindau to the point where the eastern frontier of the district of Lindau meets the Austro-German frontier will be occupied by armed forces of the French Republic".

7. In the paragraph of Article 2 of the above-mentioned Protocol which relates to the joint occupation of "Greater Berlin", insert "and the French Republic" in the enumeration of the participating Powers; substitute the word "four" for the words "the following three".

8. In Article 3 of the above-mentioned Protocol, substitute "four" for "three" before the word "zones".

9. In Article 4 of the above-mentioned Protocol, substitute "four" for "three" before the word "Powers".

10. In Article 5 of the above-mentioned Protocol, substitute "four" for "three" before the word "Commandants".

11. In Article 6 of the above-mentioned Protocol, substitute "quadruplicate" for "triplicate"; add "French" in the enumeration of the languages; substitute "The three texts" for the words "Both texts".

The above text of the Agreement between the Governments of the United States of America, the Union of Soviet Socialist Republics and the United Kingdom and the Provisional Government of the French Republic regarding Amendments to the Protocol of 12th September, 1944, on the zones of occupation in Germany and the administration of "Greater Berlin" has been prepared and unanimously

adopted by the European Advisory Commission at a meeting held on 26th July, 1945. [1]

Representative of the Government of the United States of America on the European Advisory Commission:	Representative of the Government of the Union of Soviet Socialist Republics on the European Advisory Commission:	Representative of the Government of the United Kingdom on the European Advisory Commission:	Representative of the Provisional Government of the French Republic on the European Advisory Commission:
JOHN G. WINANT	G. SAKSIN	RONALD I. CAMPBELL	R. MASSIGLI

LANCASTER HOUSE,
LONDON, S. W. 1.
26th July, 1945.

[1] Approved by the Governments of the United States of America, July 29, 1945; the Union of Soviet Socialist Republics, Aug. 13, 1945; the United Kingdom, Aug. 2, 1945; and by the Provisional Government of the French Republic, Aug. 7, 1945.

СОГЛАШЕНИЕ

МЕЖДУ ПРАВИТЕЛЬСТВАМИ СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ, СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК И СОЕДИНЕННОГО КОРОЛЕВСТВА И ВРЕМЕННЫМ ПРАВИТЕЛЬСТВОМ ФРАНЦУЗСКОЙ РЕСПУБЛИКИ ОТНОСИТЕЛЬНО ИЗМЕНЕНИЙ В ПРОТОКОЛЕ СОГЛАШЕНИЯ от 12 сентября 1944 года О ЗОНАХ ОКУПАЦИИ В ГЕРМАНИИ И ОБ УПРАВЛЕНИИ "БОЛЬШИМ БЕРЛИНОМ".

Ввиду того, что Правительства Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства в соответствии с решением Крымской конференции, опубликованным 12 февраля 1945 года, решили пригласить Временное Правительство Французской Республики принять участие в оккупации Германии,

Правительства Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства и Временное Правительство Французской Республики согласились изменить и дополнить Протокол Соглашения от 12 сентября 1944 года между Правительствами США, СССР и Соединенного Королевства о зонах оккупации в Германии и об управлении "Большим Берлином" и заключили следующее Соглашение:

1. В преамбуле Протокола Соглашения от 12 сентября 1944 года при перечислении участвующих Правительств добавить слова "и Временное Правительство Французской Республики".

2. В статье 1 вышеупомянутого Протокола вместо слов "три зоны", "трех держав", "тремя державами" вставить слова "четыре зоны", "четырех держав", "четырьмя державами".

3. В первом абзаце статьи 2 вышеупомянутого Протокола при перечислении участвующих держав добавить слова "и Французской Республикой"; в двух случаях слова "трех зон" заменить словами "четырех зон".

4. Вместо описания северозападной зоны, приведенного в статье 2 вышеупомянутого Протокола, дать следующее описание северозападной зоны:

"Северозападная /британская/ зона /как показана на прилагаемой карте "D "/.

Территория Германии, находящаяся к западу от линии, указанной в описании восточной /советской/ зоны, и ограниченная с юга линией, идущей от пункта, где граница между прусскими провинциями Ганновер и Гессен-Нассау встречает западную границу прусской провинции Саксония, далее по южной границе Ганновера, далее по юговосточной и югозападной границам прусской провинции Вестфалия и по южным границам прусских правительственных округов Кельн и Аахен до пункта, где эта граница встречает бельгийской-германскую границу, занимается вооруженными силами Соединенного Королевства."

5. Вместо описания югозападной зоны, приведенного в статье 2 вышеупомянутого Протокола, дать следующее описание югозападной зоны:

'Югозападная /американская/ зона /как показана на прилагаемой марте "D "/.

Территория Германии, находящаяся к югу и востоку от линии, начинающейся в точке встречи границ Саксонии, Баварии и Чехословакии и идущей на запад по северной границе Баварии до точки встречи границ Гессен-Нассау, Тюрингии и Баварии, затем на север и запад по восточной и северной границам Гессен-Нассау до пункта, где граница района Дилл встречает границу района Обервестервальд, затем по западной границе района Дилл, северозападной границе Оберлан, северной и западной границам района Лимбург-на-Лане, северозападной границе района Унтертаунус и по северной границе района Рейнгау, далее на юг и восток по западной и южной границам

Гессен-Нассау до пункта, где река Рейн отходит от южной границы Гессен-Нассау, далее на юг по средине навигационного русла реки Рейн до пункта, где последняя выходит из Гессен-Дармштадт, далее по западной границе Бадена до пункта, где граница района Карлсруе встречает границу района Раштатт, затем на юго-восток по южной границе района Карлсруе, далее на северо-восток и юго-восток по восточной границе Бадена до пункта, где граница Бадена встречает границу между районами Кальв и Леонберг, затем на юг и восток по западной границе района Леонберг, западной и южной границам Бёблинген, южной границе района Нюртинген и по южной границе района Гёппинген до пункта, где последняя встречает автостраду между Штуттгартом и Ульм, далее по южному краю автострады до пункта, где последняя встречает западную границу района Ульм, затем на юг по западной границе района Ульм до пункта, где последняя встречает западную границу провинции Бавария, далее на юг по западной границе Баварии до пункта, где граница района Кемптен встречает границу района Линдау, затем на юго-запад по западной границе района Кемптен и западной границе района Зонтхофен до пункта, где последняя встречает австро-германскую границу, занимается вооруженными силами Соединенных Штатов Америки".

6. В статье 2 вышеупомянутого Протокола после описания югозападной зоны вставить следующий дополнительный абзац:

"Западная /французская/ зона /как показана на прилагаемой карте "D"/.

Территория Германии, находящаяся к югу и западу от линии, начинающейся в точке встречи границ Бельгии и прусских правительственных округов Триер и Аахен и идущей на восток по северной границе прусского правительственного округа Триер, далее на север, восток и юг по западной, северной и восточной границам прусского правительственного округа Кобленц до пункта, где граница Кобленца встречает границу района Обервестервальд, затем на восток, юг и запад по северной, восточной и южной границам района Обервестервальд и по восточным границам районов Унтервестервальд, Унтерлан и Санкт Гоарсхаузен до пункта, где граница района Санкт Гоарсхаузен встречает границу правительственного округа Кобленц, далее на юг и восток по восточной границе Кобленца и северной границе Гессен-Дармштадт до пункта, где река Рейн отходит от южной границы Гессен-Нассау, затем на юг по средине навигационного русла реки Рейн до пункта, где последняя выходит из Гессен-Дармштадт, затем по западной границе Бадена до пункта, где граница района Карлсруе встречает границу района Раштатт, далее на юго-восток по северной границе района Раштатт, затем на север, восток и юг по западной, северной и восточной границам района Кальв, далее на восток по северным границам районов Хорб, Тюбинген, Ройтлинген и Мюнзинген до пункта, где северная граница района Мюнзинген встре-

чает автостраду между Штуттгартом и Ульм, затем на юго-восток по южному краю автострады до пункта, где последняя встречает восточную границу района Мюнзинген, затем на юго-восток по северовосточным границам районов Мюнзинген, Эйнген и Биберах, далее на юг по восточным границам районов Биберах, Ванген и Линдау до пункта, где восточная граница района Линдау встречает австро-германскую границу, занимается вооруженными силами Французской Республики".

7. В абзаце статьи 2 вышеупомянутого Протокола, где говорится о совместной оккупации "Большого Берлина" при перечислении участвующих Держав вставить "и Французской Республики"; вместо слов "следующие три" вставить слово "четыре".

8. В статье 3 вышеупомянутого Протокола перед словом "зон" вместо "трех" вставить "четырех".

9. В статье 4 вышеупомянутого Протокола перед словом "держав" вместо "трех" вставить "четырех".

10. В статье 5 вышеупомянутого Протокола перед словом "комендантов" вместо "трех" вставить "четырех".

11. В статье 6 вышеупомянутого Протокола перед словом "экземплярах" вместо "трех" вставить "четырех"; при перечислении языков добавить "и французском"; вместо слов "Оба текста" вставить слова "Все три текста".

Вышеприведенный текст Соглашения Между Правительствами Соединенных Штатов Америки, Союза Советских Социалистических Республик и Соединенного Королевства и Временным Правительством Французской Республики относительно изменений в Прото-

коле Соглашения от 12 сентября 1944 года о зонах оккупации в Германии и об управлении "Большим Берлином" подготовлен и единогласно принят Европейской Консультативной Комиссией на заседании, состоявшемся 26 июля 1945 года

Представитель Правительства Соединенных Штатов Америки в Европейской Консультативной Комиссии:	Представитель Правительства Союза Советских Социалистических Республик в Европейской Консультативной Комиссии:	Представитель Правительства Соединенного Королевства в Европейской Консультативной Комиссии:	Представитель Временного Правительства Французской Республики в Европейской Консультативной Комиссии:
John G. Winant		Ronald I. Campbell	

ЛАНКАСТЕР ХАУС,
ЛОНДОН.

26 июля 1945 года.

Accord entre les Gouvernements des Etats-Unis d'Amérique de l'Union des Républiques Socialistes Soviétiques et du Royaume-Uni et le Gouvernement Provisoire de la République Française portant amendements au Protocole du 12 septembre 1944 sur les zones d'occupation en Allemagne et l'administration du "Grand Berlin"

Les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques et du Royaume Uni ayant, en application d'une décision de la Conférence de Crimée annoncée le 12 février 1945, invité le Gouvernement Provisoire de la République Française à participer à l'occupation de l'Allemagne,

Le Gouvernement des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques, du Royaume-Uni et le Gouvernement Provisoire de la Republique Française sont convenus d'amender et de compléter le Protocole du 12 septembre 1944 intervenu entre les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques et du Royaume-Uni sur les zones d'occupation en Allemagne et, l'administration du "Grand Berlin",

et ont à cet effet conclu l'Accord suivant:

1) Dans le préambule du Protocole du 12 septembre 1944, ajouter les mots "le Gouvernement Provisoire de la République Française" dans l'énumération des Gouvernements participants;

2) A l'article 1 du Protocole visé ci-dessus, remplacer "trois" par "quatre" dans les mots "trois zones", "trois puissances" et "trois puissances";

3) Au 1er paragraphe de l'article 2 du Protocole visé ci-dessus ajouter "la République Française" dans l'énumération des puissances participantes; remplacer "trois" par "quatre" dans les mots "trois zones" et "trois zones".

4) La description de la zone Nord-Ouest, telle qu'elle figure à l'article 2 du Protocole visé ci-dessus, est remplacée par la description suivante:

Zone Nord-OUest (Royaume-Uni) (voir carte "D" en annexe)	Le territoire de l'Allemagne situé à l'Ouest de la ligne définie dans la description de la zone Est (Soviets) et limité au sud par une ligne partant du point où la frontière entre les provinces prussiennes de Hanovre et de Hesse-Nassau rencontre la frontière Ouest de la province prussienne de Saxe; de là, suivant la frontière Sud du Hanovre; de là suivant la frontière Sud-Est et Sud-

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Ouest de la province prussienne de Westphalie, puis suivant les frontières Sud des districts prussiens de Cologne et d'Aix-la-Chapelle, jusqu'au point où cette frontière rencontre la frontière Belgo-Allemande, sera occupé par les forces armées du Royaume-Uni.

5. La description de la zone Sud-Ouest, telle qu'elle figure à l'Article 2 du Protocole visé ci-dessus, est remplacée par la description suivante:

Zone Sud-Ouest (Etats-Unis) (voir carte "D" en annexe)	Le territoire de l'Allemagne situé au Sud et à l'Est d'une ligne commençant au point où les frontières de Saxe, de Bavière et de Tchécoslovaquie se rejoignent et se dirigeant vers l'Ouest, suivant la frontière Nord de la Bavière, jusqu'au point où les frontières de Hesse-Nassau, de Thuringe et de Bavière se rejoignent; de là, en direction du Nord puis de l'Ouest, suivant les frontières Est et Nord de la Hesse-Nassau jusqu'au point où la frontière du cercle de Dill rejoint la frontière du cercle d'Oberwesterwald; de là, suivant la frontière Ouest du cercle de Dill, la frontière Nord-Ouest du cercle d'Oberlahn, les frontières Nord et Ouest du cercle de Limburg sur la Lahn, la frontière Nord-Ouest du cercle de l'Untertaunus et la frontière Nord du cercle de Rheingau; de là, en direction du Sud puis de l'Est, suivant les frontières Ouest et Sud de la Hesse Nassau jusqu'au point où le Rhin quitte la frontière Sud de la Hesse Nassau; de là, se dirigeant vers le Sud, suivant la ligne médiane du chenal navigable du Rhin, jusqu'au point où ce fleuve quitte la Hesse-Darmstadt; de là, suivant la frontière Ouest du pays de Bade jusqu'au point où la frontière du cercle de Carlsruhe rejoint la frontière du cercle de Rastadt; de là, en direction du Sud-Est, suivant la frontière Sud du cercle de Carlsruhe; de là, en direction du Nord-Est puis du Sud-Est, suivant la frontière Est du pays de Bade, jusqu'au point où la fron-

tière du pays de Bade rejoint les frontières des cercles de Calw et de Leonberg; de là, en direction du Sud puis de l'Est, le long de la frontière Ouest du cercle de Leonberg, les frontières Ouest et Sud du cercle de Boblingen, la frontière Sud du cercle de Nurtingen et la frontière Sud du cercle de Goppingen, jusqu'au point où cette frontière rejoint l'Autostrade entre Stuttgart et Ulm; de là, suivant la limite sud de l'Autostrade, jusqu'au point où cette dernière rejoint la frontière Ouest du cercle d'Ulm; de là, en direction du Sud, le long de la frontière Ouest du cercle d'Ulm, jusqu'au point où cette dernière rejoint la frontière Ouest de l'Etat de Bavière; de là, en direction du Sud, suivant la frontière Ouest de la Bavière, jusqu'au point où la frontière du cercle de Kempten rejoint la frontière du cercle de Lindau; de là, en direction du Sud-Ouest, le long de la frontière Ouest du cercle de Sonthofen, jusqu'au point où cette dernière rejoint la frontière Austro-Allemande, sera occupé par les forces armées des Etats-Unis d'Amériuqe.

6. Le paragraphe supplémentaire suivant sera inséré, après la description de la zone Sud-Ouest, dans l'article 2 du Protocole visé ci-dessus:

Zone Ouest (France)
(Voir carte "D" en annexe)

Le territoire d l'Allemagne situé au Sud et à l'Ouest d'une ligne commençant au point où les frontières de Belgique et des districts prussiens de Trêves et d'Aix-la-Chapelle se rejoignent, et se dirigeant vers l'Est le long de la frontière nord du district prussien de Trêves; de là en direction du Nord, de l'Est puis du Sud, suivant les frontières Ouest, Nord et Est du district prussien de Coblence, jusqu'au point où la frontière du district de Coblence rejoint la frontière du cercle d'Oberwesterwald;

de là, en direction de l'Est, du Sud, puis de l'Ouest, suivant les frontières Nord, Est et Sud du cercle d'Oberwesterwald, et suivant la frontière Est des cercles d'Unterwesterwald, d'Unterlahn et de Saint Goarshausen, jusqu'au point où la frontière du cercle de Saint Goarshausen rejoint la frontière du district de Coblence; de là, en direction du Sud puis de l'Est, le long de la frontière Est du district de Coblence, et de la frontière Nord de la Hesse-Darmstadt, jusqu'au point où le Rhin quitte la frontière Sud de la Hesse-Nassau; de là, vers le Sud, suivant la ligne médiane du chenal navigable du Rhin jusqu'au point où ce fleuve quitte la Hesse Darmstadt; de là, suivant la frontière Ouest du Pays de Bade, jusqu'au point où la frontière du cercle de Carlsruhe rejoint la frontière du cercle de Rastadt; de là, en direction du Sud-Est, suivant la frontière Nord du cercle de Rastadt; de là, en direction du Nord, de l'Est puis du Sud, suivant les frontières Ouest, Nord et Est du cercle de Calw; de là vers l'Est, suivant les frontières Nord des cercles de Horb, Tübingen, Reutlingen et Münsingen, jusqu'au point où la frontière Nord du cercle du Münsingen recontre l'Autostrade entre Stuttgart et Ulm; de là, en direction du Sud-Est, suivant la limite Sud de l'Autostrade, jusqu'au point où cette dernière rencontre la frontière Est du cercle de Münsingen; de là, en direction du Sud-Est, suivant les frontières Nord-Est des cercles de Münsingen Ehingen et Biberach; de là, vers le Sud, suivant les frontières Est des cercles de Biberach, Wangen et Lindau jusqu'au point où la frontière Est du cercle de Lindau rejoint la frontière Austro-Allemande, sera occupé par les forces armées de la République Française.

7) Au paragraphe de l'Article 2 du Protocole visé ci-dessus relatif à l'occupation jointe du "Grand Berlin" ajouter "La République Française" dans l'énumération des puissances participantes; remplacer les mots "comme suit en trois parties" par "en quarte parties".

8) A l'article 3 du Protocole visé ci-dessus, remplacer "trois" par "quatre" devant le mot "zones".

9) A l'article 4 du Protocole visé ci-dessus, remplacer "trois" par "quatre" devant le mot "puissances".

10) A l'article 5 du Protocole visé ci-dessus, remplacer "trois" par "quatre" devant les mots "Commandants supérieurs".

11) A l'article 6 du Protocole visé ci-dessus remplacer "trois" par "quatre" devant le mot "exemplaires"; ajouter "français" dans l'énumération des langues employées; remplacer "les deux textes" par "les trois textes".

Le texte ci-dessus de l'Accord entre les Gouvernements des Etats-Unis d'Amérique, de l'Union des Républiques Socialistes Soviétiques et du Royaume Uni et le Gouvernement Provisoire de la République Française, portant amendements au Protocole du 12 septembre 1944, sur les zones d'occupation en Allemagne et l'administration du "Grand Berlin" a été préparé et adopté à l'unanimité par la Commission Consultative Européenne dans sa séance du 26 juillet 1945.

Le Représentant du Gouvernement des Etats-Unis d'Amérique à la Commission Consultative Européenne.	Le Représentant du Gouvernement de l'Union des Républiques Socialistes Soviétiques à la Commission Consultative Européenne.	Le Représentant du Gouvernement du Royaume-Uni à la Commission Consultative Européenne.	Le Représentant du Gouvernement Provisoire de la République Française à la Commission Consultative Européenne.
JOHN G. WINANT	G. SAKSIN	RONALD I. CAMPBELL	R. MASSIGLI

LANCASTER HOUSE,
LONDRES, S. W. 1.

le 26 juillet 1945.

TIAS 3072
May 31, 1954

DEFENSE

Facilities Assistance Program

Agreement between the
UNITED STATES OF AMERICA
and FRANCE

- Effected by Exchange of Notes
  Signed at Paris May 31, 1954
- Entered into force May 31, 1954

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

AMERICAN EMBASSY,
Paris, May 31, 1954.

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the United States Government to the French Government to be carried out in accordance with the principles and conditions set forth in the mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950, [1] as amended and supplemented, and any other applicable agreements between our two Governments. The purpose of this program is to increase the capacity of France to produce propellants and explosives. This increased capacity is urgently needed for the mutual defense of the North Atlantic Treaty countries.

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

1. The United States Government will furnish to the French Government such production equipment and technical advice as may be mutually arranged as provided in paragraph 7 of this letter.

2. The French Government will furnish all the land, buildings, equipment, materials and services required for the construction of the additional production facilities, except for the equipment and technical advice to be furnished by the United States Government, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.

3. The French Government will maintain the additional facilities made available with United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.

4. As regards the sale of propellants and explosives produced in new facilities made available through United States assistance, the French

[1] Treaties and Other International Acts Series 2012; 1 UST 34.

Government undertakes to deal with all NATO countries on an equal footing without discrimination as to price, quality or delivery dates, except that which may arise from normal commercial considerations.

5. It is mutually understood that the appropriation of funds by the United States Congress for the facilities assistance program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the French Government undertakes that, in addition to the new facilities provided for in this letter, it will maintain or cause to be maintained in usable condition a total production capacity for propellants and explosives which shall be not less than the aggregate of that now existing and that already programmed for construction in France.

6. The undertakings in paragraph 3 and in paragraph 5 of this letter with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the French Government may, after consultation with the United States Government, modify this undertaking to accord with such changed conditions.

7. In carrying out the facilities assistance program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved which will set forth the nature and amounts of the contributions to be made by the United States Government and the French Government, the description and purposes of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government through the French Government under the offshore procurement program, and the transfer of such equipment to the French Government in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the French Government, the present letter and your letter in reply be considered as constituting the agreement of our two Governments on these arrangements pursuant to Article I, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

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

DOUGLAS DILLON

His Excellency
Monsieur MAURICE SCHUMANN,
Secretary of State for Foreign Affairs,
Paris.

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

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

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RÉPUBLIQUE FRANÇAISE

PARIS, *le 31 mai 1954*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre de Votre Excellence en date du 31 mai 1954, qui dans sa traduction se lit comme suit:

"J'ai l'honneur de me référer aux discussions qui ont eu lieu récemment entre des représentants de nos deux Gouvernements au sujet d'un programme spécial d'aide en moyens de production du Gouvernement des Etats-Unis au Gouvernement français à exécuter en accord avec les principes et les conditions qui sont exposées dans l'accord d'aide de défense mutuelle entre nos deux Gouvernements en date du 27 janvier 1950 et dans les documents qui ont amendé et complété cet accord, et dans tout autre accord applicable entre nos deux Gouvernements. Le but de ce programme est d'accroître la capacité de production en France pour les poudres et explosifs. Cette capacité accrue est nécessaire d'une façon pressante pour la défense mutuelle des pays du Traité de l'Atlantique Nord.

A la suite de ces discussions, les deux parties sont convenues des dispositions suivantes:

1. Le Gouvernement des Etats-Unis fournira au Gouvernement français l'appareillage de production et les conseils techniques, conformément aux engagements mutuels prévus au paragraphe (7) ci-dessous.

2. Le Gouvernement français fournira tous les terrains, les bâtiments, le matériel industriel, les matériaux et les services accessoires nécessaires à la constitution de ces moyens de production supplémentaires, à l'exception du matériel et des conseils techniques qui devront être fournis par le Gouvernement des Etats-Unis et il prendra toutes les mesures nécessaires pour réaliser l'accroissement de la capacité de production envisagé par le programme.

3. Le Gouvernement français maintiendra les installations additionnelles réalisées avec l'aide des Etats-Unis, de telle façon qu'elles soient en état de produire rapidement des poudres et des explosifs quand cela pourra devenir nécessaire. En attendant, le matériel fourni par les Etats-Unis et ces moyens de production additionnels pourront être utilisés à d'autres fins sous réserve qu'un tel emploi ne compromette pas l'utilisation immédiate de ce matériel et de ces moyens de production pour la fabrication de poudres et d'explosifs.

4. En ce qui concerne la cession des poudres et explosifs en provenance des installations nouvelles réalisées avec l'aide des Etats-Unis, le Gouvernement français s'engage à traiter tous les pays de l'OTAN sur un pied d'égalité sans autres discriminations que celles qui pourraient résulter de considérations commerciales normales quant aux prix, délais et qualités offerts.

5. Il est reconnu de part et d'autre que le Congrès des Etats-Unis en votant des crédits pour le programme d'aide en moyens de production a fixé comme objectif à l'aide apportée une addition nette à la capacité européenne de production de munitions. Pour se conformer à cet objectif, le Gouvernement français s'engage à maintenir ou faire maintenir en état d'utilisation, en plus des installations nouvelles dont il est question ici, une capacité de production totale pour les poudres et explosifs égale à celle qui existe maintenant en France ou qui figure dans un programme de réalisation approuvé.

6. Les engagements concernant le maintien en état des installations visés aux paragraphes 3 et 5 de la présente lettre sont d'un commun accord soumis à la réserve suivante: si des conditions nouvelles font apparaître que le respect de ces engagements est soit inutile du point de vue de la défense, soit irréalisable, le Gouvernement français pourra, après avoir consulté le Gouvernement des Etats-Unis, les modifier afin de les faire concorder avec ces nouvelles conditions.

7. En exécutant le programme d'assistance en moyens de production, nos deux Gouvernements, par le ministère de leurs agents contractants appropriés, concluront des arrangements supplémentaires couvrant les projets particuliers en cause qui feront ressortir la nature et le montant des contributions attendues du Gouvernement français et du Gouvernement des Etats-Unis, la description et le but des installations à réaliser et d'autres détails appropriés. De tels arrangements pourront comprendre des dispositions pour l'acquisition auprès du Gouvernement français au titre du programme d'achats "off shore" du matériel à fournir par les Etats-Unis et le transfert de propriété de ce matériel au Gouvernement français selon les dispositions de l'accord de l'aide de défense mutuelle.

J'ai l'honneur, en conséquence, de vous proposer, au cas où cet arrangement recueillerait l'agrément du Gouvernement français, de considérer la présente lettre et la réponse que vous voudrez bien m'adresser comme constituant l'accord de nos deux Gouvernements sur les dispositions précitées, conformément à l'article 1, paragraphe 1, de l'accord d'aide de défense mutuelle entre nos deux gouvernements."

J'ai l'honneur de vous faire savoir que cet arrangement recueille l'agrément du Gouvernement français. Votre lettre en date du 31

mai et la présente lettre devront donc être considérées comme constituant l'accord de nos deux Gouvernements sur les dispositions visées dans cet arrangement, conformément à l'article 1, paragraphe 1, de l'Accord d'aide de Défense mutuelle entre nos deux Gouvernements ./.

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

MAURICE SCHUMANN

Son Excellence
Monsieur DOUGLAS DILLON
Ambassadeur des Etats-Unis
à Paris.

Translation

MINISTRY
OF
FOREIGN AFFAIRS

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FRENCH REPUBLIC

PARIS, *May 31, 1954*

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of Your Excellency's note of May 31, 1954, which reads as follows in translation:

[For the English language text of the note, see *ante*, p. 2111.]

I have the honor to inform you that this understanding meets with the approval of the French Government. Your note of May 31 and this reply shall, therefore, be considered as constituting the agreement of our two Governments on the provisions of this understanding, in accordance with Article 1, paragraph 1, of the Mutual Defense Assistance Agreement between our two Governments.

Please accept, Mr. Ambassador, the assurances of my highest consideration.

MAURICE SCHUMANN

His Excellency
DOUGLAS DILLON,
Ambassador of the United States,
Paris.

TIAS 3073
June 16, 1954

ESTABLISHMENT OF REVOLVING LOAN FUND FOR SOUTHERN ITALY

Agreement between the
UNITED STATES OF AMERICA
and ITALY

- **Effected by Exchange of Notes Signed at Rome June 16, 1954**
- **Entered into force June 16, 1954**

The American Ambassador to the Italian Prime Minister

Rome, June 16, 1954

Excellency:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the establishment of a revolving industrial loan fund for Southern Italy.

It is my understanding that a general objective of the Italian Government is rapid economic development in Southern and Insular Italy, and a more rapid rate of industrial growth to aid in the attainment of that general objective. I further understand that elements necessary to achieve this objective include the maximum availability of private capital, including capital from outside the region and from outside Italy; the introduction and development of more advanced production and management techniques; and a broader industrial base that is not limited, as at present, primarily to the processing of regional materials or production for regional markets.

To assist the Italian Government in the attainment of the above outlined objective, the Government of the United States of America is prepared to grant 20 million dollars to the Italian Government from Mutual Security funds during the fiscal year 1954, subject to the following terms and conditions:

1. Ninety per cent of the Lira Counterpart of the 20 million dollars will be used to create a revolving industrial loan fund for Southern and Insular Italy to complement the loan operations already being carried out. The purpose of this fund will be to help overcome existing disadvantages of the South in the industrial field by providing capital on a greater risk basis than that which funds are currently available and by inducing, where needed, a substantial contribution of experienced technical and management services. To carry out this purpose, the Loan Fund will be operated in such a fashion as to (a) attract private capital, whether from local sources, from other parts of Italy, or from abroad, to the industrial development of Southern Italy, and (b) foster the introduction of advanced technological and managerial methods into the Southern economy.

2. To this end priority will be given to the following types of loans:

a. Projects where a substantial portion of the total investment requirements is provided by foreign investors.

b. Projects that will help to broaden, i.e. diversify, the industrial base of Southern and Insular Italy.

c. Projects which provide for contribution by foreign firms of engineering services and management "know-how" either through direct participation, i.e., through a foreign firm being associated with the firm applying for the loan, or through the provision of foreign skill and experience on a contract basis.

d. Projects submitted by small and medium sized enterprises. This will mean that individual loans will generally be limited to a maximum of 200 million lire. It is recognized, however, that there may be cases where it will be desirable to exceed this maximum.

3. The loan fund will be administered so as to strengthen free labor. To this end each loan applicant must be willing to negotiate with the free trade unions as the elected representatives of his workers. The applicant must also agree, in the loan contract, to observe the labor conditions and wage rates established in the national wage contracts, and to comply with existing social security legislation and other legislation pertaining to the protection of workers.

4. The loan fund will be administered in the manner that will best encourage private initiative and competition and discourage monopolistic and other restrictive practices.

5. The financial administration of the program will be effected through ISVEIMER,[1] IRFIS,[2] and CIS[3] as agents of the Fund. It is desirable that the fund be administered in as simple a manner as possible, consistent with adequate controls, and in close coordination with the other institutional loan programs in the South. The United States Government shall have the right of final approval or disapproval of any individual loan for which it desires to exercise

[1] Institute for the Economic Development of Southern Italy.
[2] Regional Institute for Loans to Medium and Small Enterprises in Sicily.
[3] Sardinian Industrial Credit.

this right, after consultation with the Italian Government, pursuant to the terms and objectives of the Mutual Security Act.[1] Any contemplated loan that exceeds 200 million lire shall automatically require prior United States Government concurrence before being finally approved by the appropriate Italian authorities. To enable the United States Government to exercise the above outlined prerogatives, the Italian Government will furnish the United States Government with a copy of each loan application, when submitted, and a statement of each project that has been approved, at least one month prior to the actual granting of a loan. The Italian Government will also furnish to the United States Government, on a semi-annual basis, a detailed report on the status of the loan fund.

6. The loan fund will be so administered that medium and long-term financing, up to 15 years, will be available for a substantial share of the cost of building, equipment, technically necessary inventory, and technical or management services essential to the success of the project. Security for the loans will be limited to reasonable coverage, not exceeding the assets of the project, and without recourse to bank guarantees or mortgages on other property privately owned by the owners of the new plant.

7. In administering the loan fund the interest charged to borrowers will be consonant with that charged on other Government financing for fully secured loans, viz. 5$\frac{1}{2}$%. The administrative institution shall be authorized to retain an interest payment of 3$\frac{1}{2}$% to cover its administrative costs and compensation for such risk as it bears. The remaining 2% interest payment will revert to the fund. Any losses are to be borne 50%[2] by the financing institution and 70% by the revolving fund. In those cases where it is mutually desirable however, this percentage may be modified by mutual agreement between the United States and Italian Governments.

8. Repayments of loans shall be paid into the loan fund and shall be available for further loans under the terms of this agreement. Should this fund be terminated, the balance remaining plus all payments due shall be returned to the Lira Counterpart Fund established under the Economic Cooperation Agreement of June 28, 1948.[3]

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[1] 65 Stat. 373; 22 U.S.C. § 1651 note.

[2] Should read "30%."

[3] Treaties and Other International Acts Series 1789; 62 Stat., pt. 2, p. 2421.

9. Subject to mutual agreement between the two Governments, special terms and procedures may be established for the approval of loans in which special risk factors are involved, in those cases where this is desirable to encourage projects of great potential value to the economic development of Southern and Insular Italy.

10. The management of the fund will assist the applicant in contracting with a qualified consulting firm for technical and management services related to the development and establishment of the project in all cases where the provision of such services would place the project on a sounder basis. The United States Operations Mission and the Comitato Nazionale per la Produttività (National Committee for Productivity) will, whenever appropriate, fully cooperate in this aspect of the loan operations.

11. The same import regulations that are applicable to private investments will be applied to machinery and equipment purchased under this program, without additional restrictions or discriminations. Moreover, the Italian Government will make available whatever amounts and type of foreign exchange that may be needed to cover the costs of technical service contracts entered into in connection with loan projects.

12. The Italian Government will take all action necessary to publicize fully the availability of this revolving loan fund.

13. The whole of the 20 million dollars to be allotted by the Government of the United States in connection with the foregoing counterpart loan program will be subject to the normal import programming and control procedures established under the Mutual Security Act as amended, and the Economic Cooperation Agreement of June 28, 1948 between the United States and Italy.

14. It is understood that the Italian Government will take all measures necessary, including such legislation as may be required, to make effective the foregoing terms and conditions, as well as such extensions or alterations of the foregoing terms and conditions, as may be deemed necessary by the Government of the United States, after consultation with the Italian Government, to comply with the terms of the Mutual Security Act; alternatively, the Italian Government shall have the option of returning the funds made available by the United States Government for the establishment of this revolving loan fund.

Upon receipt of a letter from your Government indicating that the foregoing terms and conditions are acceptable to the Italian Government, the Government of the United States of America will consider that this letter and your Government's reply thereto constitute an agreement between the two Governments on this subject which will enter into force on the date of your letter in reply.

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

CLARE BOOTHE LUCE,

Clare Boothe Luce
American Ambassador

His Excellency Mario Scelba
Prime Minister of Italy
Palazzo Viminale
Rome

68086 O - 56 Pt. II - 64

The Italian Prime Minister to the American Ambassador

REPVBBLICA ITALIANA

Il Presidente
del Consiglio dei Ministri

22/00558

16 GIU. 1954

Eccellenza,

ho l'onore di accusare ricevuta della Nota di Vostra Eccellenza in data odierna del seguente tenore:

""" Ho l'onore di riferirmi alle conversazioni che si sono recentemente svolte tra i rappresentanti dei nostri due Governi in merito all'istituzione di un fondo rotatorio per prestiti all'industria nell'Italia meridionale.

Premesso che uno degli obiettivi d'ordine generale dell'azione del Governo italiano è il rapido sviluppo economico dell'Italia meridionale e insulare ed un

più rapido incremento della produzione industriale per contribuire al raggiungimento di quell'obiettivo; premesso, inoltre, che tra i fattori necessari per raggiungere quell'obiettivo sono da includere: la disponibilità massima di capitale privato, compreso il capitale di provenienza da altre regioni e dall'estero; la introduzione e lo sviluppo dei più moderni sistemi di produzione e di gestione; e una più larga base industriale, non limitata, come al presente, alla lavorazione di materie prime locali o alla produzione per i mercati locali.

Ciò premesso, per assistere il Governo italiano nel raggiungimento dell'obiettivo sopra indicato, il Governo degli Stati Uniti d'America è pronto a concedere al Governo italiano, per l'anno finanziario 1953-54, 20 milioni di dollari dai fondi per la Sicurezza Mutua, alle seguenti clausole e

condizioni:

1 - il novanta per cento del controvalore in lire dei 20 milioni di dollari sarà impiegato per creare un fondo rotatorio di prestiti all'industria nell'Italia meridionale e insulare a complemento delle operazioni di prestito già in corso. Lo scopo di questo fondo sarà di aiutare a superare l'attuale situazione di svantaggio del Sud nel campo industriale col provvedere capitali sulla base di una assunzione di rischi più larga di quanto non possa esser fatto con i fondi attualmente disponibili, e con l'apportare, ove necessario, un sostanziale contributo di sperimentati servizi tecnici e direttivi.

Per raggiungere questo scopo, il fondo prestiti opererà in maniera da : a) attirare, sia da fonti locali, che da altre parti d'Italia o dall'e-

stero, capitale privato per lo sviluppo industriale dell'Italia meridionale, e b) promuovere l'introduzione nell'economia meridionale dei più moderni sistemi tecnologici e di gestione.

2 - A tal fine sarà data priorità ai seguenti tipi di prestiti:

a) progetti dove una parte sostanziale del necessario investimento totale è fornito da investitori esteri;

b) progetti che contribuiscano ad allargare, cioè a diversificare, la base industriale dell'Italia meridionale e insulare;

c) progetti che prevedano un contributo da parte di ditte straniere sotto forma di servizi tecnici e di competenze direttive,

sia attraverso una partecipazione diretta, cioè attraverso l'associazione di una ditta straniera con la ditta aspirante al prestito, oppure attraverso la prestazione a contratto di capacità ed esperienza straniere;

d) progetti presentati da piccole e medie imprese. In tal caso i singoli prestiti saranno generalmente limitati a un massimo di 200 milioni di lire. E' ammesso, tuttavia, che possano esservi casi nei quali sia opportuno superare questo limite massimo.

3 - Il fondo prestiti sarà amministrato in maniera da rafforzare il sindacalismo libero. A tal fine ogni richiedente deve essere disposto a trattare con i sindacati liberi in qualità di rappresentan-

ti elettivi dei propri operai. Il richiedente deve anche accettare, nel contratto di mutuo, di rispettare le condizioni di lavoro e le tabelle salariali fissate nei contratti di lavoro nazionali, e di osservare la vigente legislazione di assistenza sociale e ogni legge relativa alla protezione dei lavoratori.

4 - Il fondo prestiti sarà amministrato in modo da incoraggiare al massimo l'iniziativa privata e la concorrenza e da scoraggiare sistemi monopolistici e altre pratiche restrittive.

5 - L'amministrazione finanziaria del programma sarà effettuata attraverso l'ISVEIMER, l'IRFIS e il CIS in qualità di agenti del Fondo. E' desiderabile che il fondo sia amministrato nella maniera più sem-

plice possibile, compatibilmente con i controlli adeguati, e in stretto coordinamento con gli altri ordinari programmi creditizi nel Sud. Il Governo degli Stati Uniti avrà il diritto della definitiva approvazione o non approvazione di qualsiasi singolo prestito per il quale desideri esercitare tale diritto, dopo consultazione con il Governo italiano, secondo i termini e gli obiettivi della legge di Sicurezza Mutua. Ogni prestito superiore ai 200 milioni di lire richiederà automaticamente la preventiva adesione del Governo degli Stati Uniti prima di essere definitivamente approvato dalle competenti Autorità italiane. Per mettere in grado il Governo degli Stati Uniti di esercitare queste prerogative, il Governo italiano farà avere al Governo degli Stati Uniti una copia di ogni domanda di prestito, non appena ricevuta, e una descrizione di ogni progetto

approvato, quest'ultima almeno con un mese di anticipo sulla effettiva concessione del prestito. Il Governo italiano farà pure avere al Governo degli Stati Uniti, ogni sei mesi, una relazione particolareggiata sulla situazione del fondo.

6 - Il fondo prestiti sarà amministrato in modo che il finanziamento a medio e lungo termine, fino a 15 anni, sarà concesso a copertura sostanziale del costo dei fabbricati e delle opere in muratura, delle attrezzature, delle scorte tecnicamente necessarie e dei servizi tecnici e di direzione essenziali per il successo del progetto. Le garanzie per i prestiti saranno limitate a una copertura ragionevole, non eccedente l'attivo del progetto, e senza ricorso a garanzie bancarie o ipoteche su altre proprietà possedute a titolo privato dai proprietari del nuovo impianto.

7 - Nell'amministrare il fondo prestiti l'interesse a carico dei mutuanti sarà uniforme a quello richiesto per mutui governativi pienamente garantiti, e cioè il 5½%. L'Ente di amministrazione sarà autorizzato a trattenere il 3½% per provvedere alle spese di amministrazione e per compenso dell'eventuale rischio. Il rimanente 2% ritornerà al fondo. Qualunque perdita sarà sopportata per il 30% dall'Ente di finanziamento e per il 70% dal fondo rotatorio di prestiti. Tuttavia nei casi in cui fosse da ambo le parti considerato desiderabile, questa percentuale potrà essere modificata di mutua intesa tra il Governo degli Stati Uniti e il Governo italiano.

8 - I rimborsi saranno effettuati al fondo pre-

stiti e saranno disponibili per ulteriori prestiti alle condizioni del presente Accordo. Qualora fosse deciso di porre termine alle operazioni del fondo, il residuo attivo e i rimborsi dovuti saranno versati al Fondo Lire istituito in base all'Accordo di Cooperazione Economica del 28 giugno 1948.

9 - Di comune accordo fra i due Governi potranno essere stabilite clausole e procedure speciali per l'approvazione di prestiti nei quali esistano speciali elementi di rischio, in quei casi in cui ciò sia conveniente per incoraggiare progetti di grande valore potenziale per lo sviluppo economico dell'Italia meridionale e insulare.

10 - La direzione del fondo presterà la propria assistenza al richiedente per concludere accordi

contrattuali con una qualificata ditta di consulenza per servizi tecnici e direttivi collegati allo sviluppo e alla realizzazione del progetto, ogni qualvolta il disporre di tali servizi possa porre il progetto sopra basi più solide. L'USOM e il Comitato Nazionale della Produttività coopereranno pienamente, quando necessario, in questo aspetto delle operazioni creditizie.

11 - Ai macchinari e alle attrezzature acquistati in base al presente programma sarà applicata la stessa regolamentazione relativa alle importazioni applicabile agli investimenti privati senza restrizioni o discriminazioni ulteriori. Inoltre il Governo italiano concederà la valuta estera, nell'ammontare e nel tipo richiesto, che possa essere necessaria per provvedere al costo dei contratti per servizi tecnici, conclusi in relazione al progetto

di prestito.

12 - Il Governo italiano adotterà tutte le misure necessarie per dare la piena pubblicità alla disponibilità del presente fondo rotatorio di prestiti.

13 - L'intero ammontare di 20 milioni di dollari da assegnarsi da parte del Governo degli Stati Uniti in relazione al programma di prestiti di contropartita di cui sopra, sarà soggetto alla normale programmazione di importazione e alle normali procedure di controllo stabilite in base all'Atto di Sicurezza Mutua e relativi emendamenti e all'Accordo di Cooperazione Economica del 28 giugno 1948 tra gli Stati Uniti e l'Italia.

14 - Il Governo italiano adotterà tutte le misu-

re necessarie, compresa l'adozione dei necessari provvedimenti legislativi, per attuare le precedenti clausole e condizioni, come pure quelle estensioni o modifiche delle precedenti clausole e condizioni che potranno essere considerate necessarie dal Governo degli Stati Uniti, dopo consultazione con il Governo italiano, per uniformarsi alle clausole dell'Atto di Sicurezza Mutua; in via alternativa il Governo italiano avrà la facoltà di restituire i fondi concessi dal Governo degli Stati Uniti per l'istituzione del presente fondo rotatorio di prestiti.

Appena in possesso di una Nota del Suo Governo indicante che le clausole e disposizioni di cui sopra sono accettate dal Governo italiano, il

Governo degli Stati Uniti d'America considererà che la presente Nota e la Sua risposta costituiranno un Accordo fra i due Governi in questa materia, Accordo che entrerà in vigore alla data della Sua Nota di risposta.

Mi è grata l'occasione, Eccellenza, per rinnovarLe l'espressione della mia più alta considerazione. """

Ho l'onore di concordare sulla proposta avanzata nella Nota di Vostra Eccellenza e di informarLa che le clausole e disposizioni in essa contenute incontrano l'approvazione del Governo italiano. La Nota di Vostra Eccellenza e la presente Nota costituiranno un Accordo tra i nostri due Governi in questa materia.

Accolga, Eccellenza, le rinnovate assicura=

zioni della mia più alta considerazione.

Sua Eccellenza
la Signora CLARA BOOTHE LUCE
Ambasciatore degli Stati Uniti d'America
Roma

Translation

ITALIAN REPUBLIC

The President
of the Council of Ministers

22/00558

JUNE 16, 1954

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's note, dated today, reading as follows:

[For the English language text of the note, see *ante*, p. 2117.]

I have the honor to concur in the proposal made in Your Excellency's note and to inform you that the terms and conditions therein contained are acceptable to the Italian Government. Your Excellency's note and this note shall constitute an agreement between our two Governments on this subject.

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

SCELBA

Her Excellency
CLARE BOOTHE LUCE,
Ambassador of the United States of America,
Rome.

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