United States Treaties and Other International Agreements

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Part 4

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

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

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UNION OF SOVIET SOCIALIST REPUBLICS

Limitation of Anti-Ballistic Missile Systems

Treaty signed at Moscow May 26, 1972;
Ratification advised by the Senate of the United States of America August 3, 1972;
Ratified by the President of the United States of America September 30, 1972;
Ratified by the Union of Soviet Socialist Republics May 29, 1972;
Ratifications exchanged at Washington October 3, 1972,
Proclaimed by the President of the United States of America October 3, 1972;
Entered into force October 3, 1972.
With agreed interpretations, common understandings, and unilateral statements.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The Treaty between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems was signed at Moscow on May 26, 1972, the text of which in the English and Russian languages is annexed,

The Senate of the United States of America by its resolution of August 3, 1972, two-thirds of the Senators present concurring, gave its advice and consent to the ratification of the Treaty,

The President ratified the Treaty on September 30, 1972, in pursuance of the advice and consent of the Senate,

The instruments of ratification of the respective Parties were exchanged at Washington on October 3, 1972, and

The Treaty entered into force on October 3, 1972, the day of the exchange of the instruments of ratification, as provided in Article XVI of the Treaty,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty between the United States of America and the Union of Soviet Socialist Republics on the

Limitation of Anti-Ballistic Missile Systems to the end that it shall be observed and fulfilled with good faith on and after October 3, 1972, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

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

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

TREATY
BETWEEN THE UNITED STATES OF AMERICA
AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON THE LIMITATION OF ANTI-BALLISTIC MISSILE SYSTEMS

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Proceeding from the premise that nuclear war would have devastating consequences for all mankind,

Considering that effective measures to limit anti-ballistic missile systems would be a substantial factor in curbing the race in strategic offensive arms and would lead to a decrease in the risk of outbreak of war involving nuclear weapons,

Proceeding from the premise that the limitation of anti-ballistic missile systems, as well as certain agreed measures with respect to the limitation of strategic offensive arms,[1] would contribute to the creation of more favorable conditions for further negotiations on limiting strategic arms,

[1] For interim agreement and protocol between the United States and the Soviet Union, signed May 26, 1972, see TIAS 7504, *post*, p. 3462.

Mindful of their obligations under Article VI of the Treaty on the Non-Proliferation of Nuclear Weapons,[1]

Declaring their intention to achieve at the earliest possible date the cessation of the nuclear arms race and to take effective measures toward reductions in strategic arms, nuclear disarmament, and general and complete disarmament,

Desiring to contribute to the relaxation of international tension and the strengthening of trust between States,

Have agreed as follows:

Article I

1. Each Party undertakes to limit anti-ballistic missile (ABM) systems and to adopt other measures in accordance with the provisions of this Treaty

2. Each Party undertakes not to deploy ABM systems for a defense of the territory of its country and not to provide a base for such a defense, and not to deploy ABM systems for defense of an individual region except as provided for in Article III of this Treaty

[1] TIAS 6839; 21 UST 490.

Article II

1. For the purposes of this Treaty an ABM system is a system to counter strategic ballistic missiles or their elements in flight trajectory, currently consisting of:

(a) ABM interceptor missiles, which are interceptor missiles constructed and deployed for an ABM role, or of a type tested in an ABM mode;

(b) ABM launchers, which are launchers constructed and deployed for launching ABM interceptor missiles; and

(c) ABM radars, which are radars constructed and deployed for an ABM role, or of a type tested in an ABM mode.

2. The ABM system components listed in paragraph 1 of this Article include those which are:

(a) operational;

(b) under construction;

(c) undergoing testing;

(d) undergoing overhaul, repair or conversion; or

(e) mothballed.

Article III

Each Party undertakes not to deploy ABM systems or their components except that:

(a) within one ABM system deployment area having a radius of one hundred and fifty kilometers and centered on the Party's national capital, a Party may deploy: (1) no more than one hundred ABM launchers and no more than one hundred ABM interceptor missiles at launch sites, and (2) ABM radars within no more than six ABM radar complexes, the area of each complex being circular and having a diameter of no more than three kilometers; and

(b) within one ABM system deployment area having a radius of one hundred and fifty kilometers and containing ICBM silo launchers, a Party may deploy: (1) no more than one hundred ABM launchers and no more than one hundred ABM interceptor missiles at launch sites, (2) two large phased-array ABM radars comparable in potential to corresponding ABM radars operational or under construction on the date of signature of the Treaty in an ABM system deployment area containing ICBM silo launchers, and (3) no more than eighteen ABM radars each having a potential less than the potential of the smaller of the above-mentioned two large phased-array ABM radars.

Article IV

The limitations provided for in Article III shall not apply to ABM systems or their components used for development or testing, and located within current or additionally agreed test ranges. Each Party may have no more than a total of fifteen ABM launchers at test ranges.

Article V

1. Each Party undertakes not to develop, test, or deploy ABM systems or components which are sea-based, air-based, space-based, or mobile land-based.

2. Each Party undertakes not to develop, test, or deploy ABM launchers for launching more than one ABM interceptor missile at a time from each launcher, nor to modify deployed launchers to provide them with such a capability, nor to develop, test, or deploy automatic or semi-automatic or other similar systems for rapid reload of ABM launchers.

Article VI

To enhance assurance of the effectiveness of the limitations on ABM systems and their components provided by this Treaty, each Party undertakes:

(a) not to give missiles, launchers, or radars, other than ABM interceptor missiles, ABM launchers, or ABM radars, capabilities to counter strategic ballistic missiles or their elements in flight trajectory, and not to test them in an ABM mode; and

(b) not to deploy in the future radars for early warning of strategic ballistic missile attack except at locations along the periphery of its national territory and oriented outward.

Article VII

Subject to the provisions of this Treaty, modernization and replacement of ABM systems or their components may be carried out.

Article VIII

ABM systems or their components in excess of the numbers or outside the areas specified in this Treaty, as well as ABM systems or their components prohibited by this Treaty, shall be destroyed or dismantled under agreed procedures within the shortest possible agreed period of time.

Article IX

To assure the viability and effectiveness of this Treaty, each Party undertakes not to transfer to other States, and not to deploy outside its national territory, ABM systems or their components limited by this Treaty.

Article X

Each Party undertakes not to assume any international obligations which would conflict with this Treaty

Article XI

The Parties undertake to continue active negotiations for limitations on strategic offensive arms.

Article XII

1. For the purpose of providing assurance of compliance with the provisions of this Treaty, each Party shall use national technical means of verification at its disposal in a manner consistent with generally recognized principles of international law.

2. Each Party undertakes not to interfere with the national technical means of verification of the other Party operating in accordance with paragraph 1 of this Article.

3. Each Party undertakes not to use deliberate concealment measures which impede verification by national technical means of compliance with the provisions of this Treaty This obligation shall not require changes in current construction, assembly, conversion, or overhaul practices.

Article XIII

1. To promote the objectives and implementation of the provisions of this Treaty, the Parties shall establish promptly a Standing Consultative Commission, within the framework of which they will:

(a) consider questions concerning compliance with the obligations assumed and related situations which may be considered ambiguous;

(b) provide on a voluntary basis such information as either Party considers necessary to assure confidence in compliance with the obligations assumed;

(c) consider questions involving unintended interference with national technical means of verification;

(d) consider possible changes in the strategic situation which have a bearing on the provisions of this Treaty;

(e) agree upon procedures and dates for destruction or dismantling of ABM systems or their components in cases provided for by the provisions of this Treaty;

(f) consider, as appropriate, possible proposals for further increasing the viability of this Treaty, including proposals for amendments in accordance with the provisions of this Treaty;

(g) consider, as appropriate, proposals for further measures aimed at limiting strategic arms.

2. The Parties through consultation shall establish, and may amend as appropriate, Regulations for the Standing Consultative Commission governing procedures, composition and other relevant matters.

Article XIV

1. Each Party may propose amendments to this Treaty Agreed amendments shall enter into force in accordance with the procedures governing the entry into force of this Treaty

2. Five years after entry into force of this Treaty, and at five year intervals thereafter, the Parties shall together conduct a review of this Treaty

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Article XV

1. This Treaty shall be of unlimited duration.

2. Each Party shall, in exercising its national sovereignty, have the right to withdraw from this Treaty if it decides that extraordinary events related to the subject matter of this Treaty have jeopardized its supreme interests. It shall give notice of its decision to the other Party six months prior to withdrawal from the Treaty Such notice shall include a statement of the extraordinary events the notifying Party regards as having jeopardized its supreme interests.

Article XVI

1. This Treaty shall be subject to ratification in accordance with the constitutional procedures of each Party The Treaty shall enter into force on the day of the exchange of instruments of ratification.

2. This Treaty shall be registered pursuant to Article 102 of the Charter of the United Nations. [1]

[1] TS 993, 59 Stat. 1052.

Done at Moscow on May 26, 1972, in two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA: [1]

President of the United States of America

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS: [2]

General Secretary of the Central Committee of the CPSU

[1] Richard Nixon
[2] L. I. Brezhnev

ДОГОВОР

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об ограничении систем противоракетной обороны

Соединенные Штаты Америки и Союз Советских Социалистических Республик, ниже именуемые Сторонами,

исходя из того, что ядерная война имела бы для всего человечества опустошительные последствия,

учитывая, что эффективные меры по ограничению систем противоракетной обороны явились бы существенным фактором в деле сдерживания гонки стратегических наступательных вооружений и привели бы к уменьшению опасности возникновения войны с применением ядерного оружия,

исходя из того, что ограничение систем противоракетной обороны, а также некоторые согласованные меры в области ограничения стратегических наступательных вооружений способствовали бы созданию более благоприятных условий для последующих переговоров по ограничению стратегических вооружений,

учитывая свои обязательства по статье УI Договора о нераспространении ядерного оружия,

заявляя о своем намерении по возможности скорее достигнуть прекращения гонки ядерных вооружений и принять эффективные меры в направлении сокращения стратегических вооружений, ядерного разоружения и всеобщего и полного разоружения,

желая содействовать смягчению международной напряженности и укреплению доверия между государствами,

согласились о нижеследующем:

Статья I

I. Каждая из Сторон обязуется ограничить системы противоракетной обороны (ПРО) и принять другие меры в соответствии с положениями настоящего Договора.

2. Каждая из Сторон обязуется не развертывать системы ПРО территории своей страны и не создавать основу для такой обороны, а также не развертывать системы ПРО отдельного района, кроме как предусмотрено в Статье Ш настоящего Договора.

Статья П

I. Для целей настоящего Договора системой ПРО является система для борьбы со стратегическими баллистическими ракетами или их элементами на траекториях полета, состоящая в настоящее время из.

a) противоракет, являющихся ракетами-перехватчиками, созданными и развернутыми для выполнения функций в системе ПРО, или того типа, который испытан в целях ПРО,

b) пусковых установок противоракет, являющихся пусковыми установками, созданными и развернутыми для пуска противоракет, и

c) радиолокационных станций ПРО(РЛС ПРО), являющихся РЛС, созданными и развернутыми для выполнения функций в системе ПРО, или того типа, который испытан в целях ПРО.

2. К компонентам системы ПРО, перечисленным в пункте I настоящей статьи, относятся.

a) находящиеся в боевом составе,

b) находящиеся в стадии строительства,

c) находящиеся в стадии испытаний,

d) находящиеся в стадии капитального или текущего ремонта, либо переоборудования, или

e) законсервированные.

Статья Ш

Каждая из Сторон обязуется не размещать системы ПРО или их компоненты, за исключением того, что:

a) в пределах одного района размещения системы ПРО радиусом сто пятьдесят километров с центром, находящимся в столице данной Стороны, Сторона может развертывать. (I) не более ста пусковых установок противоракет и не более ста противоракет на стартовых позициях и (2) радиолокационные станции ПРО в пределах не более шести комплексов РЛС ПРО, причем площадь каждого комплекса имеет форму круга диаметром не более трех километров, и

b) в пределах одного района размещения системы ПРО радиусом сто пятьдесят километров, в котором расположены шахтные пусковые установки МБР, Сторона может развертывать. (I) не более ста пусковых установок противоракет и не более ста противоракет на стартовых позициях, (2) две крупные РЛС ПРО с фазированной решеткой, сопоставимые по потенциалу с аналогичными РЛС ПРО, находящимися на дату подписания Договора в боевом составе или в стадии строительства в районе размещения системы ПРО, в котором расположены шахтные пусковые установки МБР, и (3) не более восемнадцати РЛС ПРО, каждая из которых имеет потенциал меньший, чем потенциал меньшей из упомянутых двух крупных РЛС ПРО с фазированной решеткой.

Статья IУ

Ограничения, предусмотренные в Статье Ш, не относятся к системам ПРО или их компонентам, используемым для разработок и испытаний и находящимся в пределах существующих или дополнительно согласованных испытательных полигонов. Каждая из Сторон может иметь на испытательных полигонах в совокупности не более пятнадцати пусковых установок противоракет.

Статья У

I. Каждая из Сторон обязуется не создавать, не испытывать и не развертывать системы или компоненты ПРО морского, воздушного, космического или мобильно-наземного базирования.

2. Каждая из Сторон обязуется не создавать, не испытывать и не развертывать пусковые установки противоракет для пуска с каждой пусковой установки более одной противоракеты одновременно, не модифицировать развернутые пусковые установки для придания им такой способности, а также не создавать, не испытывать и не развертывать автоматические или полуавтоматические или иные аналогичные средства скоростного перезаряжания пусковых установок противоракет.

Статья УI

Для повышения уверенности в эффективности ограничений систем ПРО и их компонентов, предусмотренных настоящим Договором, каждая из Сторон обязуется.

а) не придавать ракетам, пусковым установкам и РЛС, не являющимся соответственно противоракетами, пусковыми установками

противоракет и РЛС ПРО, способностей решать задачи борьбы со стратегическими баллистическими ракетами или их элементами на траекториях полета и не испытывать их в целях ПРО, и

b) не развертывать в будущем РЛС предупреждения о нападении стратегических баллистических ракет, кроме как на позициях по периферии своей национальной территории с ориентацией вовне.

Статья УП

С соблюдением положений настоящего Договора могут производиться модернизация и замена систем ПРО или их компонентов.

Статья УШ

Системы ПРО или их компоненты сверх количеств или вне районов, определенных настоящим Договором, а также системы ПРО или их компоненты, запрещенные настоящим Договором, должны быть уничтожены либо демонтированы в соответствии с согласованными процедурами в течение возможно короткого согласованного периода времени.

Статья IX

В целях обеспечения жизнеспособности и эффективности настоящего Договора каждая из Сторон обязуется не передавать другим государствам и не размещать вне своей национальной территории системы ПРО или их компоненты, ограниченные настоящим Договором.

Статья X

Каждая из Сторон обязуется не принимать никаких международных обязательств, которые противоречили бы настоящему Договору.

Статья XI

Стороны обязуются продолжить активные переговоры об ограничении стратегических наступательных вооружений.

Статья XII

I. В целях обеспечения уверенности в соблюдении положений настоящего Договора каждая из Сторон использует имеющиеся в ее распоряжении национальные технические средства контроля таким образом, чтобы это соответствовало общепризнанным принципам международного права.

2. Каждая из Сторон обязуется не чинить помех национальным техническим средствам контроля другой Стороны, выполняющим свои функции в соответствии с пунктом I настоящей Статьи.

3. Каждая из Сторон обязуется не применять преднамеренные меры маскировки, затрудняющие осуществление контроля национальными техническими средствами за соблюдением положений настоящего Договора. Это обязательство не требует внесения изменений в существующий порядок строительных, монтажных и ремонтных работ и работ по переоборудованию.

Статья XIII

I. Для содействия осуществлению целей и положений настоящего Договора Стороны незамедлительно создадут Постоянную консультативную комиссию, в рамках которой они будут·

а) рассматривать вопросы, касающиеся выполнения принятых обязательств, а также связанные с этим ситуации, которые могут считаться неясными,

b) предоставлять на добровольной основе информацию, которую каждая из Сторон считает необходимой для обеспечения уверенности в выполнении принятых обязательств,

c) рассматривать вопросы, связанные с непреднамеренными помехами национальным техническим средствам контроля,

d) рассматривать возможные изменения в стратегической ситуации, затрагивающие положения настоящего Договора,

e) согласовывать процедуры и сроки уничтожения или демонтажа систем ПРО или их компонентов в случаях, предусматриваемых положениями настоящего Договора,

f) рассматривать по мере необходимости возможные предложения по дальнейшему повышению жизнеспособности настоящего Договора, в том числе о внесении в него поправок в соответствии с положениями настоящего Договора,

g) рассматривать по мере необходимости предложения о дальнейших мерах, направленных на ограничение стратегических вооружений.

2. Стороны путем консультаций разработают и могут по мере необходимости изменять Положение о Постоянной консультативной комиссии, регулирующее процедуру, состав и другие соответствующие вопросы.

Статья XIУ

I. Каждая из Сторон может предлагать поправки к настоящему Договору. Согласованные поправки вступают в силу в соответствии с процедурами, регулирующими вступление в силу настоящего Договора.

2. Через пять лет после вступления в силу настоящего Договора и впоследствии через каждые пять лет Стороны будут совместно проводить рассмотрение настоящего Договора.

Статья ХУ

I. Настоящий Договор является бессрочным.

2. Каждая из Сторон в порядке осуществления своего государственного суверенитета имеет право выйти из настоящего Договора, если она решит, что связанные с содержанием настоящего Договора исключительные обстоятельства поставили под угрозу ее высшие интересы. Она уведомляет другую Сторону о принятом ею решении за шесть месяцев до выхода из Договора. В таком уведомлении должно содержаться заявление об исключительных обстоятельствах, которые уведомляющая Сторона рассматривает как поставившие под угрозу ее высшие интересы.

Статья ХУI

I. Настоящий Договор подлежит ратификации в соответствии с конституционными процедурами каждой из Сторон. Договор вступает в силу в день обмена ратификационными грамотами.

2. Настоящий Договор должен быть зарегистрирован в соответствии со статьей I02 Устава Организации Объединенных Наций.

Совершено "26" мая I972 года в городе Москве в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Соединенные Штаты Америки

Президент
Соединенных Штатов Америки

За Союз Советских Социалистических Республик

Генеральный секретарь
ЦК КПСС

AGREED INTERPRETATIONS, COMMON UNDERSTANDINGS, AND UNILATERAL STATEMENTS

1. Agreed Interpretations

(*a*) *Initialed Statements.*—The document set forth below was agreed upon and initialed by the Heads of the Delegations on May 26, 1972

Agreed Statements Regarding the Treaty Between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems

[A]

The Parties understand that, in addition to the ABM radars which may be deployed in accordance with subparagraph (a) of Article III of the Treaty, those non-phased-array ABM radars operational on the date of signature of the Treaty within the ABM system deployment area for defense of the national capital may be retained.

[B]

The Parties understand that the potential (the product of mean emitted power in watts and antenna area in square meters) of the smaller of the two large phased-array ABM radars referred to in subparagraph (b) of Article III of the Treaty is considered for purposes of the Treaty to be three million.

[C]

The Parties understand that the center of the ABM system deployment area centered on the national capital and the center of the ABM system deployment area containing ICBM silo launchers for each Party shall be separated by no less than thirteen hundred kilometers.

[D]

In order to insure fulfillment of the obligation not to deploy ABM systems and their components except as provided in Article III of the Treaty the Parties agree that in the event ABM systems based on other physical principles and including components capable of substituting for ABM interceptor missiles, ABM launchers, or ABM radars are created in the future, specific limitations on such systems and their components would be subject to discussion in accordance with Article XIII and agreement in accordance with Article XIV of the Treaty

[E]

The Parties understand that Article V of the Treaty includes obligations not to develop, test or deploy ABM interceptor missiles for

the delivery by each ABM interceptor missile of more than one independently guided warhead.

[F]

The Parties agree not to deploy phased-array radars having a potential (the product of mean emitted power in watts and antenna area in square meters) exceeding three million, except as provided for in Articles III, IV and VI of the Treaty, or except for the purposes of tracking objects in outer space or for use as national technical means of verification.

[G]

The Parties understand that Article IX of the Treaty includes the obligation of the US and the USSR not to provide to other States technical descriptions or blue prints specially worked out for the construction of ABM systems and their components limited by the Treaty

(*b*) *Common Understandings.*—Common understanding of the Parties on the following matters was reached during the negotiations

A. LOCATION OF ICBM DEFENSES

The U.S. Delegation made the following statement on May 26, 1972

Article III of the ABM Treaty provides for each side one ABM system deployment area centered on its national capital and one ABM system deployment area containing ICBM silo launchers. The two sides have registered agreement on the following statement "The Parties understand that the center of the ABM system deployment area centered on the national capital and the center of the ABM system deployment area containing ICBM silo launchers for each Party shall be separated by no less than thirteen hundred kilometers." In this connection, the U.S. side notes that its ABM system deployment area for defense of ICBM silo launchers, located west of the Mississippi River, will be centered in the Grand Forks ICBM silo launcher deployment area. (See Initialed Statement [C].)

B. ABM TEST RANGES

The U.S. Delegation made the following statement on April 26, 1972.

Article IV of the ABM Treaty provides that "the limitations provided for in Article III shall not apply to ABM systems or their components used for development or testing, and located within current or additionally agreed test ranges." We believe it would be useful to assure that there is no misunderstanding as to current ABM test ranges. It is our understanding that ABM test ranges

encompass the area within which ABM components are located for test purposes. The current U.S. ABM test ranges are at White Sands, New Mexico, and at Kwajalein Atoll, and the current Soviet ABM test range is near Sary Shagan in Kazakhstan. We consider that non-phased array radars of types used for range safety or instrumentation purposes may be located outside of ABM test ranges. We interpret the reference in Article IV to "additionally agreed test ranges" to mean that ABM components will not be located at any other test ranges without prior agreement between our Governments that there will be such additional ABM test ranges.

On May 5, 1972, the Soviet Delegation stated that there was a common understanding on what ABM test ranges were, that the use of the types of non-ABM radars for range safety or instrumentation was not limited under the Treaty, that the reference in Article IV to "additionally agreed" test ranges was sufficiently clear, and that national means permitted identifying current test ranges.

C. MOBILE ABM SYSTEMS

On January 28, 1972, the U.S. Delegation made the following statement

Article V(1) of the Joint Draft Text of the ABM Treaty includes an undertaking not to develop, test, or deploy mobile land-based ABM systems and their components. On May 5, 1971, the U.S. side indicated that, in its view, a prohibition on deployment of mobile ABM systems and components would rule out the deployment of ABM launchers and radars which were not permanent fixed types. At that time, we asked for the Soviet view of this interpretation. Does the Soviet side agree with the U.S. side's interpretation put forward on May 5, 1971?

On April 13, 1972, the Soviet Delegation said there is a general common understanding on this matter.

D. STANDING CONSULTATIVE COMMISSION

Ambassador Smith made the following statement on May 22, 1972

The United States proposes that the sides agree that, with regard to initial implementation of the ABM Treaty's Article XIII on the Standing Consultative Commission (SCC) and of the consultation Articles to the Interim Agreement on offensive arms and the Accidents Agreement, [1] agreement establishing the SCC will be worked out early in the follow-on SALT negotiations, until that is

[1] See Article 7 of Agreement to Reduce the Risk of Outbreak of Nuclear War Between the United States of America and the Union of Soviet Socialist Republics, signed Sept. 30, 1971. TIAS 7186, 22 UST 1590.

completed, the following arrangements will prevail when SALT is in session, any consultation desired by either side under these Articles can be carried out by the two SALT Delegations, when SALT is not in session, *ad hoc* arrangements for any desired consultations under these Articles may be made through diplomatic channels.

Minister Semenov replied that, on an *ad referendum* basis, he could agree that the U.S. statement corresponded to the Soviet understanding.

E. STANDSTILL

On May 6, 1972, Minister Semenov made the following statement

In an effort to accommodate the wishes of the U.S. side, the Soviet Delegation is prepared to proceed on the basis that the two sides will in fact observe the obligations of both the Interim Agreement and the ABM Treaty beginning from the date of signature of these two documents.

In reply, the U.S. Delegation made the following statement on May 20, 1972

The U.S. agrees in principle with the Soviet statement made on May 6 concerning observance of obligations beginning from date of signature but we would like to make clear our understanding that this means that, pending ratification and acceptance, neither side would take any action prohibited by the agreements after they had entered into force. This understanding would continue to apply in the absence of notification by either signatory of its intention not to proceed with ratification or approval.

The Soviet Delegation indicated agreement with the U.S. statement.

2. UNILATERAL STATEMENTS

(a) The following noteworthy unilateral statements were made during the negotiations by the United States Delegation

A. WITHDRAWAL FROM THE ABM TREATY

On May 9, 1972, Ambassador Smith made the following statement

The U.S. Delegation has stressed the importance the U.S. Government attaches to achieving agreement on more complete limitations on strategic offensive arms, following agreement on an ABM Treaty and on an Interim Agreement on certain measures with respect to the limitation of strategic offensive arms. The U.S. Delegation believes that an objective of the follow-on negotiations should be to constrain and reduce on a long-term basis threats to the survivability of our respective strategic retaliatory forces. The

USSR Delegation has also indicated that the objectives of SALT would remain unfulfilled without the achievement of an agreement providing for more complete limitations on strategic offensive arms. Both sides recognize that the initial agreements would be steps toward the achievement of more complete limitations on strategic arms. If an agreement providing for more complete strategic offensive arms limitations were not achieved within five years, U.S. supreme interests could be jeopardized. Should that occur, it would constitute a basis for withdrawal from the ABM Treaty The U.S. does not wish to see such a situation occur, nor do we believe that the USSR does. It is because we wish to prevent such a situation that we emphasize the importance the U.S. Government attaches to achievement of more complete limitations on strategic offensive arms. The U.S. Executive will inform the Congress, in connection with Congressional consideration of the ABM Treaty and the Interim Agreement, of this statement of the U.S. position.

B. TESTED IN ABM MODE

On April 7, 1972, the U.S. Delegation made the following statement

Article II of the Joint Text Draft uses the term "tested in an ABM mode," in defining ABM components, and Article VI includes certain obligations concerning such testing. We believe that the sides should have a common understanding of this phrase. First, we would note that the testing provisions of the ABM Treaty are intended to apply to testing which occurs after the date of signature of the Treaty, and not to any testing which may have occurred in the past. Next, we would amplify the remarks we have made on this subject during the previous Helsinki phase by setting forth the objectives which govern the U.S. view on the subject, namely, while prohibiting testing of non-ABM components for ABM purposes not to precent testing of ABM components, and not to prevent testing of non-ABM components for non-ABM purposes. To clarify our interpretation of "tested in an ABM mode," we note that we would consider a launcher, missile or radar to be "tested in an ABM mode" if, for example, any of the following events occur (1) a launcher is used to launch an ABM interceptor missile, (2) an interceptor missile is flight tested against a target vehicle which has a flight trajectory with characteristics of a strategic ballistic missile flight trajectory, or is flight tested in conjunction with the test of an ABM interceptor missile or an ABM radar at the same test range, or is flight tested to an altitude inconsistent with interception of targets against which air defenses are deployed, (3) a radar makes measurements on a cooperative target vehicle of the kind referred to in item (2) above during the reentry portion of its trajectory

or makes measurements in conjunction with the test of an ABM interceptor missile or an ABM radar at the same test range. Radars used for purposes such as range safety or instrumentation would be exempt from application of these criteria.

C. NO-TRANSFER ARTICLE OF ABM TREATY

On April 18, 1972, the U.S. Delegation made the following statement

In regard to this Article [IX], I have a brief and I believe self-explanatory statement to make. The U.S. side wishes to make clear that the provisions of this Article do not set a precedent for whatever provision may be considered for a Treaty on Limiting Strategic Offensive Arms. The question of transfer of strategic offensive arms is a far more complex issue, which may require a different solution.

D. NO INCREASE IN DEFENSE OF EARLY WARNING RADARS

On July 28, 1970, the U.S. Delegation made the following statement

Since Hen House radars [Soviet ballistic missile early warning radars] can detect and track ballistic missile warheads at great distances, they have a significant ABM potential. Accordingly, the U.S. would regard any increase in the defenses of such radars by surface-to-air missiles as inconsistent with an agreement.

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UNION OF SOVIET SOCIALIST REPUBLICS

Limitation of Strategic Offensive Arms

Interim agreement and protocol signed at Moscow May 26, 1972;
Entered into force October 3, 1972.
With agreed interpretations, common understandings, and unilateral statements.

INTERIM AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON CERTAIN MEASURES WITH RESPECT TO THE
LIMITATION OF STRATEGIC OFFENSIVE ARMS

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Convinced that the Treaty on the Limitation of Anti-Ballistic Missile Systems [1] and this Interim Agreement on Certain Measures with Respect to the Limitation of Strategic Offensive Arms will contribute to the creation of more favorable conditions for active negotiations on limiting strategic arms as well as to the relaxation of international tension and the strengthening of trust between States,

Taking into account the relationship between strategic offensive and defensive arms,

Mindful of their obligations under Article VI of the Treaty on the Non-Proliferation of Nuclear Weapons, [2]

Have agreed as follows:

[1] TIAS 7503, *ante*, p. 3435.
[2] TIAS 6839; 21 UST 490.

Article I

The Parties undertake not to start construction of additional fixed land-based intercontinental ballistic missile (ICBM) launchers after July 1, 1972.

Article II

The Parties undertake not to convert land-based launchers for light ICBMs, or for ICBMs of older types deployed prior to 1964, into land-based launchers for heavy ICBMs of types deployed after that time.

Article III

The Parties undertake to limit submarine-launched ballistic missile (SLBM) launchers and modern ballistic missile submarines to the numbers operational and under construction on the date of signature of this Interim Agreement, and in addition to launchers and submarines constructed under procedures established by the Parties as replacements for an equal number of ICBM launchers of older types deployed prior to 1964 or for launchers on older submarines.

Article IV

Subject to the provisions of this Interim Agreement, modernization and replacement of strategic offensive ballistic missiles and launchers covered by this Interim Agreement may be undertaken.

Article V

1. For the purpose of providing assurance of compliance with the provisions of this Interim Agreement, each Party shall use national technical means of verification at its disposal in a manner consistent with generally recognized principles of international law.

2. Each Party undertakes not to interfere with the national technical means of verification of the other Party operating in accordance with paragraph 1 of this Article.

3. Each Party undertakes not to use deliberate concealment measures which impede verification by national technical means of compliance with the provisions of this Interim Agreement. This obligation shall not require changes in current construction, assembly, conversion, or overhaul practices.

Article VI

To promote the objectives and implementation of the provisions of this Interim Agreement, the Parties shall use the Standing Consultative Commission established under Article XIII of the Treaty on the Limitation of Anti-Ballistic Missile Systems in accordance with the provisions of that Article.

Article VII

The Parties undertake to continue active negotiations for limitations on strategic offensive arms. The obligations provided for in this Interim Agreement shall not prejudice the scope or terms of the limitations on strategic offensive arms which may be worked out in the course of further negotiations.

Article VIII

1. This Interim Agreement shall enter into force [1] upon exchange of written notices of acceptance by each Party, which exchange shall take place simultaneously with the exchange of instruments of ratification of the Treaty on the Limitation of Anti-Ballistic Missile Systems.

2. This Interim Agreement shall remain in force for a period of five years unless replaced earlier by an agreement on more complete measures limiting strategic offensive arms. It is the objective of the Parties to conduct active follow-on negotiations with the aim of concluding such an agreement as soon as possible.

3. Each Party shall, in exercising its national sovereignty, have the right to withdraw from this Interim Agreement if it decides that extraordinary events related to the subject matter of this Interim Agreement have jeopardized its supreme interests. It shall give notice of its decision to the other Party six months prior to withdrawal from this Interim Agreement. Such notice shall include a statement of the extraordinary events the notifying Party regards as having jeopardized its supreme interests.

[1] Oct. 3, 1972.

Done at Moscow on May 26, 1972, in two copies, each in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

[1]

President of the United States of America

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

General Secretary of the Central Committee of the CPSU

[1] Richard Nixon
[2] L. I. Brezhnev

PROTOCOL

TO THE INTERIM AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET
SOCIALIST REPUBLICS ON CERTAIN MEASURES WITH RESPECT
TO THE LIMITATION OF STRATEGIC OFFENSIVE ARMS

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Having agreed on certain limitations relating to submarine-launched ballistic missile launchers and modern ballistic missile submarines, and to replacement procedures, in the Interim Agreement,

Have agreed as follows:

The Parties understand that, under Article III of the Interim Agreement, for the period during which that Agreement remains in force:

The US may have no more than 710 ballistic missile launchers on submarines (SLBMs) and no more than 44 modern ballistic missile submarines. The Soviet Union may have no more than 950 ballistic missile launchers on submarines and no more than 62 modern ballistic missile submarines.

Additional ballistic missile launchers on submarines up to the above-mentioned levels, in the U. S. - over 656 ballistic missile launchers on nuclear-powered submarines, and in the U. S. S. R. - over 740 ballistic missile launchers on nuclear-powered submarines, operational and under construction, may become operational as replacements for equal numbers of ballistic missile launchers of older types deployed prior to 1964 or of ballistic missile launchers on older submarines.

The deployment of modern SLBMs on any submarine, regardless of type, will be counted against the total level of SLBMs permitted for the U.S. and the U.S.S.R.

This Protocol shall be considered an integral part of the Interim Agreement.

Done at Moscow this 26th day of May, 1972.

FOR THE UNITED STATES OF AMERICA

President of the United States of America

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS

General Secretary of the Central Committee of the CPSU

ВРЕМЕННОЕ СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о некоторых мерах в области ограничения стратегических наступательных вооружений

Соединенные Штаты Америки и Союз Советских Социалистических Республик, ниже именуемые Сторонами,

будучи убежденными, что Договор об ограничении систем противоракетной обороны и настоящее Временное соглашение о некоторых мерах в области ограничения стратегических наступательных вооружений будут способствовать созданию более благоприятных условий для проведения активных переговоров об ограничении стратегических вооружений, а также содействовать смягчению международной напряженности и укреплению доверия между государствами,

учитывая взаимосвязь между стратегическими наступательными и оборонительными вооружениями,

принимая во внимание свои обязательства по Статье УI Договора о нераспространении ядерного оружия,

согласились о нижеследующем

Статья I

Стороны обязуются не начинать строительство дополнительных стационарных пусковых установок межконтинентальных баллистических ракет (МБР) наземного базирования с I июля 1972 года.

Статья II

Стороны обязуются не переоборудовать пусковые установки легких МБР наземного базирования, а также МБР наземного базирования старых типов, развернутых до 1964 года, в пусковые установки тяжелых МБР наземного базирования типов, развернутых после этого времени.

Статья III

Стороны обязуются ограничить пусковые установки баллистических ракет подводных лодок (БР ПЛ) и современные подводные лодки с баллистическими ракетами числом находящихся в боевом составе и в стадии строительства на дату подписания настоящего Временного соглашения, а также дополнительно построенными пусковыми установками и подводными лодками в определенном для Сторон порядке в качестве замены равного числа пусковых установок МБР старых типов, развернутых до 1964 года, или пусковых установок старых подводных лодок.

Статья IV

С соблюдением положений настоящего Временного соглашения могут производиться модернизация и замена стратегических наступательных баллистических ракет и пусковых установок, на которые распространяется настоящее Временное соглашение.

Статья У

I. В целях обеспечения уверенности в соблюдении положений настоящего Временного соглашения каждая из Сторон использует имеющиеся в ее распоряжении национальные технические средства контроля таким образом, чтобы это соответствовало общепризнанным принципам международного права.

2. Каждая из Сторон обязуется не чинить помех национальным техническим средствам контроля другой Стороны, выполняющим свои функции в соответствии с пунктом I настоящей Статьи.

3. Каждая из Сторон обязуется не применять преднамеренные меры маскировки, затрудняющие осуществление контроля национальными техническими средствами за соблюдением положений настоящего Временного соглашения. Это обязательство не требует внесения изменений в существующий порядок строительных, монтажных и ремонтных работ и работ по переоборудованию.

Статья УI

Для содействия осуществлению целей и положений настоящего Временного соглашения Стороны будут использовать Постоянную консультативную комиссию, создаваемую согласно Статье ХШ Договора об ограничении систем противоракетной обороны, в соответствии с положениями этой Статьи.

Статья УП

Стороны обязуются продолжить активные переговоры об ограничении стратегических наступательных вооружений. Предусмотренные настоящим Временным соглашением обязательства не

предопределяют объем или условия ограничений стратегических наступательных вооружений, которые могут быть выработаны в ходе последующих переговоров.

Статья УШ

I. Настоящее Временное соглашение вступает в силу по обмене письменными уведомлениями о его принятии каждой из Сторон, причем такой обмен будет иметь место одновременно с обменом ратификационными грамотами Договора об ограничении систем противоракетной обороны.

2. Настоящее Временное соглашение будет оставаться в силе в течение пяти лет, если оно не будет заменено ранее этого срока соглашением о более полных мерах по ограничению стратегических наступательных вооружений. Стороны ставят себе задачей проведение активных последующих переговоров с целью заключения такого соглашения так скоро, как это возможно.

3. Каждая из Сторон в порядке осуществления своего государственного суверенитета имеет право выйти из настоящего Временного соглашения, если она решит, что связанные с содержанием настоящего Временного соглашения исключительные обстоятельства поставили под угрозу ее высшие интересы. Она уведомляет другую Сторону о принятом ею решении за 6 месяцев до выхода из настоящего Временного соглашения. В таком уведомлении должно содержаться заявление об исключительных обстоятельствах,

которые уведомляющая Сторона рассматривает как поставившие под угрозу ее высшие интересы.

Совершено "26" мая 1972 года в городе Москве, в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу

За Соединенные Штаты Америки

Президент
Соединенных Штатов Америки

За Союз Советских Социалистических Республик

Генеральный секретарь
ЦК КПСС

ПРОТОКОЛ

К ВРЕМЕННОМУ СОГЛАШЕНИЮ МЕЖДУ СОЕДИНЕННЫМИ ШТАТАМИ АМЕРИКИ И СОЮЗОМ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК О НЕКОТОРЫХ МЕРАХ В ОБЛАСТИ ОГРАНИЧЕНИЯ СТРАТЕГИЧЕСКИХ НАСТУПАТЕЛЬНЫХ ВООРУЖЕНИЙ

Соединенные Штаты Америки и Союз Советских Социалистических Республик, ниже именуемые Сторонами,

согласившись во Временном соглашении о некоторых ограничениях, относящихся к пусковым установкам баллистических ракет подводных лодок и современным подводным лодкам с баллистическими ракетами, а также к процедурам замены,

согласились о нижеследующем:

Стороны исходят из того понимания, что согласно Статье III Временного соглашения на период, в течение которого это Соглашение остается в силе

США могут иметь не более 710 пусковых установок баллистических ракет на подводных лодках (БР ПЛ) и не более 44 современных подводных лодок с баллистическими ракетами. Советский Союз может иметь не более 950 пусковых установок баллистических ракет на подводных лодках и не более 62 современных подводных лодок с баллистическими ракетами.

Ввод в боевой состав дополнительных пусковых установок баллистических ракет на подводных лодках до указанных выше уровней в США сверх 656 пусковых установок баллистических ракет на атомных подводных лодках и в СССР - сверх 740 пусковых установок баллистических ракет на атомных подводных лодках, находящихся в боевом составе и в стадии строительства, может осуществляться в качестве замены равного числа пусковых установок баллистических ракет старых типов, развернутых до 1964 года, или пусковых установок баллистических ракет старых подводных лодок.

Размещение современных БР ПЛ на любой подводной лодке, независимо от ее типа, будет засчитываться в общий уровень БР ПЛ, разрешенный для США и СССР.

Настоящий Протокол будет рассматриваться как неотъемлемая часть Временного соглашения.

Совершено "26" мая 1972 года в городе Москве.

За Соединенные Штаты Америки

За Союз Советских Социалистических Республик

Президент Соединенных Штатов Америки

Генеральный секретарь ЦК КПСС

TIAS 7504

97-787 (Pt. 4) O 73 4

AGREED INTERPRETATIONS, COMMON UNDERSTANDINGS, AND UNILATERAL STATEMENTS

1. Agreed Interpretations

(*a*) *Initialed Statements.*—The document set forth below was agreed upon and initialed by the Heads of the Delegations on May 26, 1972

Agreed Statements Regarding the Interim Agreement Between the United States of America and the Union of Soviet Socialist Republics on Certain Measures With Respect to the Limitation of Strategic Offensive Arms

[A]

The Parties understand that land-based ICBM launchers referred to in the Interim Agreement are understood to be launchers for strategic ballistic missiles capable of ranges in excess of the shortest distance between the northeastern border of the continental U.S. and the northwestern border of the continental USSR.

[B]

The Parties understand that fixed land-based ICBM launchers under active construction as of the date of signature of the Interim Agreement may be completed.

[C]

The Parties understand that in the process of modernization and replacement the dimensions of land-based ICBM silo launchers will not be significantly increased.

[D]

The Parties understand that during the period of the Interim Agreement there shall be no significant increase in the number of ICBM or SLBM test and training launchers, or in the number of such launchers for modern land-based heavy ICBMs. The Parties further understand that construction or conversion of ICBM launchers at test ranges shall be undertaken only for purposes of testing and training

[E]

The Parties understand that dismantling or destruction of ICBM launchers of older types deployed prior to 1964 and ballistic missile launchers on older submarines being replaced by new SLBM launchers on modern submarines will be initiated at the time of the beginning of

sea trials of a replacement submarine, and will be completed in the shortest possible agreed period of time. Such dismantling or destruction, and timely notification thereof, will be accomplished under procedures to be agreed in the Standing Consultative Commission.

(*b*) *Common Understandings.*—Common understanding of the Parties on the following matters was reached during the negotiations

A. INCREASE IN ICBM SILO DIMENSIONS

Ambassador Smith made the following statement on May 26, 1972

> The Parties agree that the term "significantly increased" means that an increase will not be greater than 10–15 percent of the present dimensions of land-based ICBM silo launchers.

Minister Semenov replied that this statement corresponded to the Soviet understanding.

B. STANDING CONSULTATIVE COMMISSION

Ambassador Smith made the following statement on May 22, 1972

> The United States proposes that the sides agree that, with regard to initial implementation of the ABM Treaty's Article XIII on the Standing Consultative Commission (SCC) and of the consultation Articles to the Interim Agreement on offensive arms and the Accidents Agreement,[1] agreement establishing the SCC will be worked out early in the follow-on SALT negotiations, until that is completed, the following arrangements will prevail when SALT is in session, any consultation desired by either side under these Articles can be carried out by the two SALT Delegations, when SALT is not in session, *ad hoc* arrangements for any desired consultations under these Articles may be made through diplomatic channels.

Minister Semenov replied that, on an *ad referendum* basis, he could agree that the U.S. statement corresponded to the Soviet understanding.

C. STANDSTILL

On May 6, 1972, Minister Semenov made the following statement

> In an effort to accommodate the wishes of the U.S. side, the Soviet Delegation is prepared to proceed on the basis that the two sides will in fact observe the obligations of both the Interim Agreement and the ABM Treaty beginning from the date of signature of these two documents.

[1] See Article 7 of Agreement to Reduce the Risk of Outbreak of Nuclear War Between the United States of America and the Union of Soviet Socialist Republics, signed Sept. 30, 1971. TIAS 7186, 22 UST 1590.

In reply, the U.S. Delegation made the following statement on May 20, 1972

The U.S. agrees in principle with the Soviet statement made on May 6 concerning observance of obligations beginning from date of signature but we would like to make clear our understanding that this means that, pending ratification and acceptance, neither side would take any action prohibited by the agreements after they had entered into force. This understanding would continue to apply in the absence of notification by either signatory of its intention not to proceed with ratification or approval.

The Soviet Delegation indicated agreement with the U.S. statement.

2. UNILATERAL STATEMENTS

(a) The following noteworthy unilateral statements were made during the negotiations by the United States Delegation

A. WITHDRAWAL FROM THE ABM TREATY

On May 9, 1972, Ambassador Smith made the following statement

The U.S. Delegation has stressed the importance the U.S. Government attaches to achieving agreement on more complete limitations on strategic offensive arms, following agreement on an ABM Treaty and on an Interim Agreement on certain measures with respect to the limitation of strategic offensive arms. The U.S. Delegation believes that an objective of the follow-on negotiations should be to constrain and reduce on a long-term basis threats to the survivability of our respective strategic retaliatory forces. The USSR Delegation has also indicated that the objectives of SALT would remain unfulfilled without the achievement of an agreement providing for more complete limitations on strategic offensive arms. Both sides recognize that the initial agreements would be steps toward the achievement of more complete limitations on strategic arms. If an agreement providing for more complete strategic offensive arms limitations were not achieved within five years, U.S. supreme interests could be jeopardized. Should that occur, it would constitute a basis for withdrawal from the ABM Treaty The U.S. does not wish to see such a situation occur, nor do we believe that the USSR does. It is because we wish to prevent such a situation that we emphasize the importance the U.S. Government attaches to achievement of more complete limitations on strategic offensive arms. The U.S. Executive will inform the Congress, in connection with Congressional consideration of the ABM Treaty and the Interim Agreement, of this statement of the U.S. position.

B. LAND-MOBILE ICBM LAUNCHERS

The U.S. Delegation made the following statement on May 20, 1972

In connection with the important subject of land-mobile ICBM launchers, in the interest of concluding the Interim Agreement the U.S. Delegation now withdraws its proposal that Article I or an agreed statement explicitly prohibit the deployment of mobile land-based ICBM launchers. I have been instructed to inform you that, while agreeing to defer the question of limitation of operational land-mobile ICBM launchers to the subsequent negotiations on more complete limitations on strategic offensive arms, the U.S. would consider the deployment of operational land-mobile ICBM launchers during the period of the Interim Agreement as inconsistent with the objectives of that Agreement.

C. COVERED FACILITIES

The U.S. Delegation made the following statement on May 20, 1972

I wish to emphasize the importance that the United States attaches to the provisions of Article V, including in particular their application to fitting out or berthing submarines.

D. "HEAVY" ICBM'S

The U.S. Delegation made the following statement on May 26, 1972

The U.S. Delegation regrets that the Soviet Delegation has not been willing to agree on a common definition of a heavy missile. Under these circumstances, the U.S. Delegation believes it necessary to state the following The United States would consider any ICBM having a volume significantly greater than that of the largest light ICBM now operational on either side to be a heavy ICBM. The U.S. proceeds on the premise that the Soviet side will give due account to this consideration.

(b) The following noteworthy unilateral statement was made by the Delegation of the U.S.S.R. and is shown here with the U.S. reply

On May 17, 1972, Minister Semenov made the following unilateral "Statement of the Soviet Side"

Taking into account that modern ballistic missile submarines are presently in the possession of not only the U.S., but also of its NATO allies, the Soviet Union agrees that for the period of effectiveness of the Interim 'Freeze' Agreement the U.S. and its NATO allies have up to 50 such submarines with a total of up to 800 ballistic missile launchers thereon (including 41 U.S. submarines with 656 ballistic missile launchers). However, if during the period of effectiveness of the Agreement U.S. allies in NATO should increase the number of their modern submarines to exceed the numbers of submarines they would have operational or under construction on the

date of signature of the Agreement, the Soviet Union will have the right to a corresponding increase in the number of its submarines. In the opinion of the Soviet side, the solution of the question of modern ballistic missile submarines provided for in the Interim Agreement only partially compensates for the strategic imbalance in the deployment of the nuclear-powered missile submarines of the USSR and the U.S. Therefore, the Soviet side believes that this whole question, and above all the question of liquidating the American missile submarine bases outside the U.S., will be appropriately resolved in the course of follow-on negotiations.

On May 24, Ambassador Smith made the following reply to Minister Semenov

The United States side has studied the "statement made by the Soviet side" of May 17 concerning compensation for submarine basing and SLBM submarines belonging to third countries. The United States does not accept the validity of the considerations in that statement.

On May 26 Minister Semenov repeated the unilateral statement made on May 24. Ambassador Smith also repeated the U.S. rejection on May 26.

SRI LANKA (CEYLON)

Agricultural Commodities

Agreement amending the agreement of December 20, 1971.
Effected by exchange of notes
Signed at Colombo November 3, 1972;
Entered into force November 3, 1972.

The American Ambassador to the Ceylonese Secretary,
Ministry of Planning and Employment

THE EMBASSY OF THE UNITED STATES OF AMERICA

No. 214

COLOMBO, *November 3, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on December 20, 1971, [1] and to propose that Part II be amended to increase the quantity and value of the commodities to be provided under the Agreement, and to extend the supply period and the Usual Marketing Requirement of the Agreement through June 30, 1973:

A. Item I, Commodity Table, is deleted in its entirety and substituted by the following:

Commodity	Supply Period (Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Thousands)
Wheat/Wheat Flour	1972 plus first six months of 1973	294,300 (wheat flour equivalent)	$25, 428

B. Item III, Usual Marketing Requirements Table, is deleted in its entirety and substituted by the following:

Commodity	Import Period	Usual Marketing Requirement
Wheat/Wheat Flour	January to June 1972.	25,000 metric tons (wheat flour equivalent)
	U.S. Fiscal Year 1973.	50,000 metric tons (wheat flour equivalent)

[1] TIAS 7248; 22 UST 2075.

C. Item IV, Export Limitations, is amended by deleting subparagraph A, and substituting the following:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be Calendar Year 1972, the first six months of Calendar Year 1973, or any subsequent U.S. Fiscal Year during which each commodity financed under this Agreement is being imported and utilized.

It is agreed that for the purposes of this Agreement, as amended, the terms Government of Ceylon and Government of Sri Lanka are identical and interchangeable.

All other terms and conditions of the December 30, 1971, Agreement remain the same.

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

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

CHRISTOPHER VAN HOLLEN

Christopher Van Hollen

His Excellency
H. A. DE S. GUNASEKERA
Secretary
Ministry of Planning and Employment
Colombo

The Ceylonese Secretary, Ministry of Planning & Employment, to the American Ambassador

Telephone 27138 21626 24272

Telegrams SECMINPLAN

My No.

Your No.

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நிட்டமிடல், வேலைவாய்ப்பு அமைச்சு

MINISTRY OF PLANNING & EMPLOYMENT

තැ. පෙ. 898 தா. பெ. 898 P. O. Box 898

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மத்திய வங்கி கட்டிடம் (8ம் மாடி)

Central Bank Building

(8th Floor)

කොළඹ 1 கொழும்பு 1 Colombo 1

NOVEMBER 3, 1972.

EXCELLENCY,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

"I have the honour to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on December 20, 1971, and to propose that Part II be amended to increase the quantity and value of the commodities to be provided under the Agreement, and to extend the supply period and the Usual Marketing Requirement of the Agreement through June 30, 1973:

A. Item I, Commodity Table, is deleted in its entirety and substituted by the following:

Commodity	Supply Period (Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Thousands)
Wheat/Wheat Flour	1972 plus first six months of 1973.	294,300 (wheat flour equivalent).	$25, 428

B. Item III, Usual Marketing Requirements Table, is deleted in its entirety and substituted by the following:

Commodity	Import Period	Usual Marketing Requirement
Wheat/Wheat Flour	January to June, 1972.	25,000 metric tons (wheat flour equivalent).
	U.S. Fiscal Year 1973.	50,000 metric tons (wheat flour equivalent).

C. Item IV, Export Limitations, is amended by deleting subparagraph A and substituting the following:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be Calendar Year 1972, the first six months of Calendar Year 1973, or any subsequent U.S. Fiscal Year during which each commodity financed under this agreement is being imported and utilised.

It is agreed that for the purposes of this Agreement, as amended, the terms Government of Ceylon and Government of Sri Lanka are identical and interchangeable.

All other terms and conditions of the December 20, 1971, Agreement remain the same.

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

I confirm that the foregoing is acceptable to the Government of the Republic of Sri Lanka.

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

H A DE S GUNASEKERA

(H.A. de S. Gunasekera)
Secretary,
Ministry of Planning & Employment.

H.E. Mr CHRISTOPHER VAN HOLLEN,
Ambassador for United States of America
in Sri Lanka,
American Embassy,
Colombo.

PHILIPPINES

Agricultural Commodities

Agreement amending the agreement of May 4, 1972, as amended.
Effected by exchange of notes
Signed at Manila October 27 and 31, 1972;
Entered into force October 31, 1972.

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 659 MANILA, *October 27, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 4, 1972, and to the Exchange of Notes of August 16, 1972[1] amending the Agreement to add 100,000 MT of rice with Maximum Export Market Value of $14,775 thousand. In view of the higher cost of milled rice which will comprise the larger portion of the rice delivered under this Agreement, I propose that the Maximum Export Market Value of the rice be increased from $14,775 thousand to $21,000 thousand and, consequently, the Total Maximum Export Market Value of the Agreement be increased from $42,623 thousand to $48,848 thousand.

All other terms and conditions of the May 4, 1972 Agreement, as amended by the Exchange of Notes of August 16, 1972, remain the same.

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

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

HENRY A. BYROADE

His Excellency
CARLOS P. ROMULO,
Secretary of Foreign Affairs,
Republic of the Philippines,
Manila

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[1] TIAS 7324, 7431; *ante*, pp. 625, 1499.

The Philippine Acting Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

26743 MANILA, *31 October 1972*

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 659 dated 27 October 1972 which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 4, 1972, and to the Exchange of Notes of August 16, 1972 amending the Agreement to add 100,000 MT of rice with Maximum Export Market Value of $14,775 thousand. In view of the higher cost of milled rice which will comprise the larger portion of the rice delivered under this Agreement, I propose that the Maximum Export Market Value of the rice be increased from $14,775 thousand to $21,000 thousand and, consequently, the Total Maximum Export Market Value of the Agreement be increased from $42,623 thousand to $48,848 thousand.

All other terms and conditions of the May 4, 1972 Agreement, as amended by the Exchange of Notes of August 16, 1972, remain the same.

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

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

I have the honor to inform your Excellency that the proposal set forth in the above-quoted note is acceptable to my Government, and that your Excellency's Note and this reply constitute an agreement between our two Governments which shall be effective as of the date of this note.

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

JOSE D. INGLES

Jose D. Ingles
Acting Secretary of Foreign Affairs

His Excellency
HENRY BYROADE
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Manila

TIAS 7506

FEDERAL REPUBLIC OF GERMANY

Education: Financing of Exchange Programs

Agreement supplementing the agreement of November 20, 1962, as supplemented.
Effected by exchange of notes
Dated at Bonn and Bonn-Bad Godesberg September 28 and November 7, 1972;
Entered into force November 7, 1972.

The Foreign Office of the Federal Republic of Germany to the American Embassy

AUSWÄRTIGES AMT

IV 5-83.73/1-0

Verbalnote

Das Auswärtige Amt beehrt sich, unter Bezugnahme auf die Verbalnote der Botschaft der Vereinigten Staaten von Amerika Nr. 257 vom 29. Dezember 1971 sowie auf seine Verbalnote vom 7. Juni 1972—IV 5-83.73/1-0 und die Verbalnote der Botschaft der Vereinigten Staaten von Amerika Nr. 93 vom 9. Juni 1972 zum Abkommen zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Durchführung von Austauschvorhaben zum Zwecke der Ausund Weiterbildung vom 20. November 1962 folgendes mitzuteilen:

Die Regierung der Bundesrepublik Deutschland stellt hiermit einen weiteren Betrag von 1,9 Millionen Deutsche Mark bereit. Als Fälligkeitstermin für diesen Betrag gilt der 1. Oktober 1972.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, *den 28. September 1972*

[SEAL]

AN DIE
BOTSCHAFT DER VEREINIGTEN
STAATEN VON AMERIKA
Bonn-Bad Godesberg

Translation

THE FOREIGN OFFICE

IV 5-83.73/1-0

Note Verbale

The Foreign Office, referring to the Note Verbale of the Embassy of the United States of America No. 257 of December 29, 1971,[1] as well as its own Note Verbale of June 7, 1972 (IV 5-83.73/1-0), and the Note Verbale of the Embassy of the United States of America No. 93 of June 9, 1972,[2] regarding the Agreement Between the Federal Republic of Germany and the Government of the United States of America for Conducting Certain Educational Exchange Programs, of November 20, 1962,[3] has the honor to convey the following information:

The Government of the FRG is herewith making an additional amount of DM 1.9 million available. The due date for this amount will be October 1, 1972.

The Foreign Office avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

BONN, *September 28, 1972*

[SEAL]

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Bonn-Bad Godesberg.

The American Embassy to the Foreign Office of the Federal Republic of Germany

No. 242

The Embassy of the United States of America has the honor to acknowledge receipt of the Foreign Office's Note of September 28, 1972, regarding the "Agreement Between the Governments of the United States of America and the Federal Republic of Germany for Conducting Certain Educational Exchange Programs," dated November 20, 1962. It is pleased to note that it has been possible for the Government of the Federal Republic of Germany to contribute altogether DM 3,500,000 for the conduct of educational exchanges under said Agreement during the program year 1972-73.

[1] Not printed.
[2] TIAS 7386; *ante*, p. 1209.
[3] TIAS 5518; 15 UST 78.

At the same time the Embassy is pleased to inform the Foreign Office that it has been possible to increase the U.S. contribution to the 1972–73 program year from $420,000 to $429,500; the full amount has been made available to the Commission on Educational Exchange Between the Federal Republic of Germany and the United States of America on July 1, 1972.

The Embassy avails itself of this opportunity to assure the Foreign Office of its continued high regard.

EMBASSY OF THE UNITED STATES OF AMERICA
BONN-BAD GODESBERG, *November 7, 1972*

JORDAN

Radio Communications Between Amateur Stations on Behalf of Third Parties

Agreement effected by exchange of notes
Dated at Washington November 13 and 30, 1972;
Entered into force December 30, 1972.

The Jordanian Ambassador to the Secretary of State

EMBASSY OF JORDAN
WASHINGTON, D.C. 20008

The Ambassador of Jordan presents his compliments to the Honorable the Secretary of State and has the honor to submit on behalf of the Jordanian Government a proposal that an agreement be concluded between the United States and Jordan to permit the exchange of third party messages between the radio amateurs of the United States and Jordan.

Amateur radio stations of the United States and Jordan may exchange internationally messages or other communications from or to third parties, provided:

1. No compensation may be directly or indirectly paid on such messages or communications.
2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that, in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating to safety of life or property, such communications may be handled by amateur stations of the respective countries.
3. This arrangement shall apply to Jordan, and to the United States and its territories and possessions, including Puerto Rico, the Virgin Islands and the Panama Canal Zone. It shall also be applicable to the case of amateur stations licensed by the United States authorities to United States citizens in other areas of the world in which the United States exercises licensing authority.
4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further

arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

The Ambassador has the honor to suggest to the Secretary of State that in the event that the Secretary of State concurs with the proposal detailed above, this Note, together with the Secretary's reply concurring with the proposal, constitute an understanding between the two governments with respect to this matter, understanding to be effective thirty days from the date of the Secretary's note in reply.

The Ambassador of Jordan avails himself of this opportunity to renew to the Secretary of State the assurances of his highest consideration.

[SEAL]

WASHINGTON, D.C.
13 November 1972

The Secretary of State to the Jordanian Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of Jordan and has the honor to acknowledge the receipt of his note verbale dated November 13, 1972, containing the following proposal for the conclusion of an agreement between the United States of America and Jordan to permit the exchange of third party messages between radio amateurs of the United States and Jordan:

Amateur radio stations of the United States and Jordan may exchange internationally messages or other communications from or to third parties, provided:

1. No compensation may be directly or indirectly paid on such messages or communications.
2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that, in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating to safety of life or property, such communications may be handled by amateur stations of the respective countries.
3. This arrangement shall apply to Jordan, and to the United States and its territories and possessions, including Puerto Rico, the Virgin Islands and the Panama Canal Zone. It shall also be

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applicable to the case of amateur stations licensed by the United States authorities to United States citizens in other areas of the world in which the United States exercises licensing authority.

4. The arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

The Secretary of State takes pleasure in informing the Ambassador of Jordan that the Government of the United States of America accepts the proposal to conclude the aforesaid agreement, and that the same is hereby formalized and enters into force thirty days from the date of this note.

W. C. A.

DEPARTMENT OF STATE,
WASHINGTON, *November 30, 1972*

PANAMA

Taxation: Withholding of Contributions for Educational Insurance

Agreement effected by exchange of notes
Signed at Panamá September 8 and October 13, 1972;
Entered into force October 13, 1972.

The American Ambassador to the Panamanian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 233 PANAMA, *September 8, 1972*

EXCELLENCY:

I have the honor to refer to Your Excellency's notes DREU-418/1021-1 of August 25, 1971 and DREU-20/1333 of January 18, 1972, requesting the Canal Zone authorities to deduct and remit to the Ministry of Finance contributions to educational insurance from salaries paid to certain Canal Zone employees and to my interim replies 174 and 13 of September 13, 1971 and of January 24, 1972 respectively [1]

In response to the request of your Government, and based upon my Government's understanding that the employee contribution provided for in Article I, paragraph 2 of Cabinet Decree No. 168 constitutes a tax upon income within the contemplation of Article II of the 1955 Treaty of Mutual Understanding and Cooperation, [2] and is treated as such under Panamanian law, I am authorized to propose that the United States of America deduct and withhold contributions for such educational insurance from the income of its employees in the Canal Zone who are not exempt from income taxation by the Republic of Panama and who reside either in the Canal Zone or in the Republic of Panama.

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[1] Not printed.
[2] TIAS 3297; 6 UST 2276.

I also propose that such contributions to educational insurance be withheld in accordance with the terms of the agreement on withholding of Panamanian income tax effected by exchange of notes signed at Panama August 12 and 30, 1963, [1] and (insofar as they are consistent with that agreement) with the provisions of Cabinet Decree No. 168 of your Government. Such withholding of educational insurance shall commence with respect to compensation paid for the first pay period beginning 120 days after the acceptance by your Government of this proposal.

It is understood that this proposal is not to be construed.

a. as consent by the United States of America to the imposition or withholding of any tax of the Republic of Panama upon.

(1) members of the Armed Forces of the United States of America,

(2) citizens of the United States of America, including those who have dual nationality, or

(3) other individuals who are not citizens of the Republic of Panama and who reside within the Canal Zone.

b. as subjecting employers located within the Canal Zone, other than United States Government agencies, to deduction or withholding from their employees of any tax of the Republic of Panama.

c. as subjecting employers located within the Canal Zone, including United States Government agencies, to payments or contributions as employers under any tax of the Republic of Panama.

d. as consent to collection by the United States of America of any amounts connected with taxes imposed upon income by the Republic of Panama—e.g., delinquent taxes, fines, penalties, et al—except the withheld tax specified in this proposal.

e. as subjecting the United States of America or any employee thereof to any civil, administrative, or penal action provided for by the law of the Republic of Panama as a consequence of this proposal to deduct and withhold education insurance.

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

ROBERT M. SAYRE

His Excellency
LIC. JUAN ANTONIO TACK,
Minister of Foreign Relations,
Panama.

[1] TIAS 5445; 14 UST 1478.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

N° DREU-384/1333-2 OCTUBRE 13 de 1972.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la Nota de Vuestra Excelencia N° 233, fechada Septiembre 8 de 1972, que dice lo siguiente.

"Tengo el honor de referirme a las notas de Vuestra Excelencia DREU-418/1021-1 de Agosto 25 de 1971 y DREU-20/1333 de Enero 18 de 1972, mediante las cuales solicita que las autoridades de la Zona del Canal deduzcan y remitan al Ministerio de Hacienda y Tesoro las contribuciones del seguro educativo de los salarios pagados a ciertos empleados de la Zona del Canal, y de referirme también a mis respuestas interinas 174 y 13 de Septiembre 13 de 1971 y de Enero 24 de 1972, respectivamente.

"En respuesta a la petición del Gobierno de Vuestra Excelencia y fundado en el entendimiento de mi Gobierno de que la contribución de los empleados dispuesta por el Artículo 1° I, párrafo 2 del Decreto de Gabinete N° 168 constituye un impuesto sobre la renta al tenor del Artículo II del Tratado de Mutuo Entendimiento y Cooperación de 1955, y es considerada como tal por la ley panameña, estoy autorizado para proponer que Estados Unidos de América deduzca y retenga las contribuciones para dicho seguro educativo del ingreso de sus empleados en la Zona del Canal que no estén exentos del impuesto sobre la renta de la República de Panama y que residan ya sea en la Zona del Canal o en la República de Panamá.

"También propongo que dichas contribuciones al seguro educativo sean retenidas de conformidad con los términos del acuerdo para la retención del impuesto sobre la renta panameño efectuado mediante canje de notas firmadas en Panamá el 12 y el 30 de Agosto de 1963 y (en cuanto armonicen con ese acuerdo) con las disposiciones del Decreto de Gabinete N° 168 de su Gobierno. Tal retención del seguro educativo comenzará con respecto a la remuneración pagada correspondiente al primer período de paga 120 días después de la aceptación de esta proposición por su Gobierno.

"Queda entendido que esta proposición no será interpretada.

"a. como consentimiento de Estados Unidos de América a la imposición o retención de cualquier impuesto de la República de Panamá sobre.

"(1) miembros de las Fuerzas Armadas de Estados Unidos de América,

"(2) ciudadanos de Estados Unidos de América inclusive aquellos que tienen doble nacionalidad, o

"(3) otros individuos que no son ciudadanos de la República de Panamá y que residen en la Zona del Canal.

"b. en el sentido de que sujeta a los empleadores establecidos en la Zona del Canal, que no sean agencias del Gobierno de Estados Unidos, a deducir y retener de sus empleados cualquier impuesto de la República de Panamá.

"c. en el sentido de que sujeta a los empleadores establecidos en en la Zona del Canal, inclusive las agencias del Gobierno de Estados Unidos, a pagos y contribuciones como empleadores al tenor de cualquier impuesto de la República de Panamá.

"d. como consentimiento para que Estados Unidos de América recaude cualquiera suma relacionada con impuestos sobre renta aplicados por la República de Panamá—por ejemplo—a impuestos atrasados, multas, sanciones y otros, excepto el impuesto retenido especificado en esta proposición.

"e. en el sentido de que sujeta a Estados Unidos de América o a cualquier empleado suyo a cualquiera acción civil, administrativa o penal dispuesta por la ley de la República de Panamá como consecuencia de esta proposición para deducir y retener el seguro educativo.

"Acepte, Excelencia, las reiteradas seguridades de mi más alta consideración."

En contestación, tengo el honor de expresar la conformidad del Gobierno de la República de Panamá respecto del procedimiento y las salvedades esbozadas para este acuerdo en la nota de Vuestra Excelencia aquí transcrita.

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

JUAN ANTONIO TACK

Juan Antonio Tack,
Ministro de Relaciones Exteriores.

Su Excelencia
ROBERT M. SAYRE,
Embajador de Estados Unidos de América,
Panamá, República de Panamá.

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS
PANAMÁ 4, PANAMA

No. DREU-384/1333-2

OCTOBER 13, 1972

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 233 of September 8, 1972, which reads as follows:

[For the English language text, see p. 3495.]

In reply, I have the honor to express the agreement of the Government of the Republic of Panama with respect to the procedures and exceptions outlined for this agreement in Your Excellency's note as transcribed above.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

JUAN ANTONIO TACT

Juan Antonio Tack
Minister of Foreign Relations

His Excellency
ROBERT M. SAYRE,
Ambassador of the United States of America,
Panamá.

ARGENTINA

Extradition

Treaty signed at Washington January 21, 1972;
Ratification advised by the Senate of the United States of America June 13, 1972;
Ratified by the President of the United States of America July 21, 1972;
Ratified by Argentina August 4, 1972,
Ratifications exchanged at Buenos Aires September 15, 1972;
Proclaimed by the President of the United States of America November 29, 1972;
Entered into force September 15, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition between the United States of America and the Republic of Argentina was signed at Washington on January 21, 1972, the original of which Treaty is hereto annexed,

The Senate of the United States of America by its resolution of June 13, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty,

The Treaty was ratified by the President of the United States of America on July 21, 1972, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Republic of Argentina,

The respective instruments of ratification were exchanged at Buenos Aires on September 15, 1972,

It is provided in Article 22 of the Treaty that the Treaty shall enter into force upon the exchange of ratifications,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty to the end that it shall be observed and fulfilled with good faith on and after September 15, 1972 by the United States of America and by the citizens of

the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-ninth day of November in the year of our Lord one thousand nine hundred seventy-two and of the Independence of the United States of America the one hundred ninety-seventh.

[SEAL]

By the President

RICHARD NIXON

WILLIAM P ROGERS
Secretary of State

TREATY ON EXTRADITION BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF ARGENTINA

The United States of America and the Republic of Argentina, desiring to make more effective the cooperation of the two countries in the repression of crime, agree as follows:

ARTICLE 1

The Contracting Parties agree to extradite on a reciprocal basis to the other, in the circumstances and subject to the conditions established in this Treaty, persons found in the territory of one of the Parties who have been charged with or convicted by the judicial authorities of the other of the offenses mentioned in Article 2 of this Treaty committed within the territory of such other, or outside thereof under the conditions specified in Article 3.

ARTICLE 2

Persons shall be delivered up according to the provisions of this Treaty for any of the following offenses provided that these offenses are punishable by the laws of both Contracting Parties by deprivation of liberty for a maximum period exceeding one year·

1. Murder or manslaughter

2. Abortion.

3. Aggravated injury or mutilation.

4. Any offense relating to firearms.

5. Willful abandonment of a child or spouse when for that reason the life of that child or spouse is or is likely to be endangered or death results.

6. Rape; statutory rape; indecent assault; corruption of minors, including unlawful sexual acts with or upon minors under the age specified by the penal laws of both Contracting Parties.

7 Procuration; promoting or facilitating prostitution.

8. False imprisonment; abduction or child stealing; kidnapping.

9 Robbery or larceny or burglary

10. Extortion or threats.

11. Bigamy.

12. Fraud; embezzlement or breach of fiduciary relationships, obtaining money, valuable securities or property, by false pretenses or by other fraudulent means including the use of the mails or other means of communication.

13. Unlawful manufacture, use, distribution, supply, acquisition or possession, or theft of bombs, apparatus capable of releasing nuclear energy, explosive or toxic materials, asphyxiating or flammable materials; manufacture, use, distribution, supply, acquisition or possession of any bombs, apparatus capable of releasing nuclear energy, explosive or toxic materials, asphyxiating or flammable materials, with the purpose of committing an offense.

14. Offenses that endanger the safety of means of transportation or communication, including any act that endangers any person on a means of transportation.

15. Piracy of vessels or aircraft, including hijacking.

16. Offenses against public health.

17 Unlawful introduction or importation, exportation, fabrication, production, preparation, sale, delivery or supply of narcotic drugs, psychotropic drugs, cocaine and its derivatives and other dangerous drugs including cannabis sativa L, and chemicals or substances injurious to health or of primary materials designed for such fabrication.

18. Introduction, export, fabrication, transportation, sale or transmission, use, possession or stockpiling of explosives,

offensive chemicals or similar materials, substances or instruments designed for such fabrication, arms, munitions, nuclear elements and other materials considered war material, other than such acts legally provided for or properly authorized.

19 Bribery, including soliciting, offering and accepting.

20 Malversation.

21. False statements, accusations or testimony effected before a government agency or official.

22. Counterfeiting or forgery of money, bank bills, bearer bonds, documents of credit, seals, stamps, marks, and public and private instruments. For the purpose of this offense, holographic wills, sealed wills, checks, letters of exchange and negotiable or bearer documents shall be considered public instruments.

23 Issuance, acceptance or endorsement of receipts which do not conform, totally or partially, to purchases and sales actually performed.

24. Execution or issuance of checks without sufficient funds.

25. Smuggling

26 The acquisition, receipt or concealment of money, objects or valuables, knowing the article is the result of a crime, whether or not the receiver participated in such crime or intervened pursuant to an agreement preceding the offense.

27 Arson; malicious injury to property

28. Any offense against the bankruptcy laws.

29 Industrial or commercial fraud, including:

a) The raising or lowering the price of merchandise, public funds or negotiable instruments through the use of false information, simulated negotiations, meetings or

coalitions, for the purpose of not selling certain merchandise or of selling at a fixed price.

b) The offering of public funds or stock or financial obligations of corporations, companies, partnerships, or corporate bodies, disimulating or concealing facts or true circumstances or affirming or expressing false statements or circumstances.

c) The publishing or authorizing of false or incomplete inventories, accounts, profit and loss statements, reports or statements or informing a meeting of partners by falsehood or the withholding of information about important facts needed to understand the economic condition of a firm, for whatever end.

In the case of subparagraphs a) and b) of this paragraph, the offense can be committed by any individual as well as by members of corporations or partnerships of any nature. In the supposition of subparagraph c) of this paragraph, the offense must necessarily have been committed by incorporators, directors, administrators, liquidators or trustees of incorporated entities, cooperatives or other joint companies.

30 Assault upon a public official.

Extradition shall also be granted for participation in any of the offenses mentioned in this Article, not only as principal or accomplices, but as accessories, as well as for attempt to commit or conspiracy to commit any of the aforementioned offenses, when such participation, attempt or conspiracy is subject, under the laws of both Parties, to a term of imprisonment exceeding one year

In the case in which a person has already been convicted, extradition will be granted only if the sentence imposed or remaining to be served is a minimum of one year of imprisonment.

ARTICLE 3

For the purposes of this Treaty, the territory of a Contracting Party shall include all the territory under the jurisdiction of that Contracting Party, including airspace and territorial waters and vessels and aircraft registered in that Contracting Party if any such aircraft is in flight or if any such vessel is on the high seas when the offense is committed. For purposes of this Treaty an aircraft shall be considered to be in flight from the moment when power is applied for the purpose of take-off until the moment when the landing run ends. The aforementioned provisions do not exclude the application of penal jurisdiction exercised in accord with the legislation of the requested Party

When the offense for which extradition has been requested has been committed outside the territory of the requesting Party, the executive authority of the United States or the judicial authority of the Republic of Argentina, as appropriate, shall have the power to grant extradition if the laws of the requested State provide for the jurisdiction over such an offense committed in similar circumstances.

ARTICLE 4

Notwithstanding the general principle contained in Article 1, the Contracting Parties shall not be bound to grant extradition of their own nationals, but the executive authority of the United States or the competent authority of the Republic of Argentina shall have the power to deliver them up, if, in its discretion, it be deemed proper to do so.

If the request for extradition is denied on the basis of nationality, the person claimed shall be tried by the requested Party for the offense on which the request for extradition was based, unless that offense is not punishable under its own laws or the requested Party lacks appropriate jurisdiction.

The status of nationality shall be determined by the laws of the requested Party

ARTICLE 5

Extradition shall be granted if the evidence presented, according to the laws of the place where the indicted or convicted person is located, would justify his arrest in order to be held for trial if he had committed the crime there, or is sufficient to prove that such person has already been convicted by the requesting Party.

ARTICLE 6

When the person whose extradition is requested is, at the time of the presentation of the request for extradition, under the age of eighteen years and has permanent residence in the requested country and the competent authorities of that country determine that extradition would prejudice the social readjustment and rehabilitation of that person, the requested Party may suggest to the requesting Party that the request for extradition be withdrawn, specifying the reasons therefor

ARTICLE 7

1. Extradition shall not be granted in any of the following circumstances:

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a) When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the requested Party for the offense for which his extradition is requested.

b) When the person whose surrender is sought has been tried and acquitted, or has undergone punishment, or has been pardoned, in a third State for the offense for which his extradition is requested.

c) When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of the requested Party or the requesting Party

d) When the offense in respect of which the extradition is requested is a military offense and does not fall within the jurisdiction of ordinary criminal law.

e) When the offense in respect of which the extradition is requested is of a political character or is connected with an offense of a political character, or when the person whose extradition is requested proves that the extradition is requested for the purpose of trying or punishing him for an offense of the above-mentioned character

The allegation of a political motive or end shall not impede the extradition if the alleged offense constitutes primarily a common offense, in which case the requested Party may request that the requesting Party give assurances that the political motive or end will not contribute to the aggravation of the penalty

2. In the case of doubt related to this Article the competent authorities of the requested Party shall decide.

ARTICLE 8

When the offense for which the extradition is requested is punishable by death under the laws of the requesting Party, and the laws of the requested country do not permit the death penalty for that offense, extradition may be refused unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE 9

When the person whose extradition is requested is being proceeded against or is serving a sentence in the territory of the requested Party for an offense other than that for which extradition has been requested, his surrender may be deferred until the conclusion of the proceedings and, in the case of a conviction, until the full execution of any punishment he may be or may have been awarded.

ARTICLE 10

The determination that extradition should or should not be granted shall be made in accordance with this Treaty and the law of the requested Party The person whose extradition is sought shall have the right to use such remedies and recourses as are provided by the law of the requested Party

ARTICLE 11

1. The request for extradition shall be made through the diplomatic channel.

2. The request shall be accompanied by:

a) A statement of the facts of the case.

b) The data necessary to prove the identity of the person whose extradition is sought including, when possible, photographs and fingerprints.

c) The text of the applicable laws, including the laws defining the offense, the law prescribing the punishment for the offense and the laws relating to the limitation of the legal proceedings or the enforcement of the legal penalty for the offense.

d) The evidence which would be necessary, according to the laws of the requested Party, to justify the arrest and commital for trial of the person whose extradition is sought, as if the offense had been committed in the territory of the requested Party

3. When the request relates to a person who has not yet been convicted, it must be accompanied by a warrant of arrest issued by a judge or other judicial officer of the requesting Party

4. When the request relates to a person already convicted, it shall be accompanied by the following:

a) When emanating from the United States, a copy of the judgment of conviction and of the sentence if it has been passed.

b) When emanating from the Republic of Argentina, a copy of the sentence.

In a case envisioned in this subparagraph, a certification showing that the sentence has not been served or how much of the sentence has not been served shall also be sent to the requested Party.

5. The documents which, according to this Article, shall accompany the extradition request, shall be admitted in evidence when:

a) In the case of a request emanating from the United States, they are signed by a judge, magistrate or officer of the United States, authenticated by the official seal of the Department of State and certified by the principal diplomatic or consular officer of the Republic of Argentina in the United States.

b) In the case of a request emanating from the Republic of Argentina they are signed by a judge or other judicial authority and are legalized by the principal diplomatic or consular officer of the United States in the Republic of Argentina.

6. All the documents mentioned in this Article shall be accompanied by a translation into the language of the requested Party which will be at the expense of the requesting Party.

ARTICLE 12

In case of urgency the Contracting Parties may request, through their respective diplomatic agents, the provisional arrest of an accused as well as the seizure of objects relating to the offense of which he has been accused and which objects are in the possession of the accused or of his agent, associate, or representative, and the location of which has been identified by the requesting Party. The requesting Party shall support a request for objects by evidence showing the relationship of the objects to the offense charged. The requested Party may decline this request if it appears that the interest of innocent third parties has intervened.

The request shall be granted if it contains a declaration of the existence of one of the documents enumerated in Article 11, paragraphs 3 and 4, the description of the person sought and the offense for which he has been charged.

If, within forty-five calendar days from the date of provisional arrest, the requesting Party fails to present the formal request for extradition, supported by the documents required by Article 11, the person claimed shall be released and a new request based on the same offense shall be admitted only if a formal request for extradition is presented with all the requirements enumerated in Article 11.

ARTICLE 13

If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, such evidence or information shall be submitted to it within such time as that Party shall require.

If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he shall be discharged from custody Such discharge shall not bar the requesting Party from submitting another request in due form in respect of the same offense.

ARTICLE 14

A person extradited under the present Treaty shall not be detained, tried or punished in the territory of the requesting Party for an offense other than that for which extradition has been granted nor be extradited by that Party to a third State unless:

1 If, upon being released, he remains in the territory of the requesting Party for more than thirty days counting from the date his release was granted, or

2. When, having left the territory of the requesting Party after his extradition, he has voluntarily returned to it;

3. When the requested Party has manifested its consent to his detention, trial or punishment for an offense other than that for which extradition was granted or to his extradition to a third State provided such other offense is covered by Article 2

For the purposes of subparagraphs 1 and 2 of this Article, the person extradited must be formally advised at the time he is released in the requesting Party of the possible consequences if he remains in the territory of that Party.

The stipulations of subparagraphs 1, 2, and 3 of this Article shall not apply to offenses committed after the extradition.

ARTICLE 15

The requested Party upon receiving two or more requests for the extradition of the same person, either for the same offense or for different offenses, shall determine to which of the requesting States it will grant extradition, taking into consideration all the circumstances of the case and, particularly, the possibility of a later extradition between the requesting States, the seriousness of each offense, the place where the offense was committed, the nationality of the person sought, the dates upon which the requests were received and the provisions of any extradition agreements between the requested Party and the other requesting States.

The requested Party shall promptly communicate to the requesting Party through the diplomatic channel the decision on the request for extradition.

If a warrant or order for the extradition of a person sought has been issued by the competent authority and he is not removed from the territory of the requested Party within thirty days from the date of said communication, he shall be set at liberty and the requested Party may subsequently refuse to extradite that person for the same offense.

ARTICLE 17

To the extent permitted under the law of the requested Party and subject to the rights of third Parties, which shall be duly respected, all articles, objects of value or documents relating to the offense, whether acquired as a result of the offense or used for its execution, or which in any other manner may be material evidence for the prosecution, shall, if found, be surrendered upon the granting of the extradition even when extradition cannot be effected due to the death or disappearance of the accused.

ARTICLE 18

Transit through the territory of one of the Contracting Parties of a person surrendered to the other Contracting Party by a third State shall be granted on request made through the diplomatic channel, which request shall be accompanied by a copy of the warrant or order of extradition, provided that conditions are present which would warrant extradition of such person by the State of transit and reasons of public order are not opposed to the transit.

The requesting Party shall reimburse the State of transit for any expenses incurred in connection with such transportation.

ARTICLE 19

Expenses related to the translation of documents and to the transportation of the person sought shall be paid by the requesting Party The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the requesting Party before the respective judges and magistrates.

No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty, shall be made by the requested Party against the requesting Party

ARTICLE 20

Once extradition of an individual is denied, it may not again be requested for the same offense.

ARTICLE 21

Desirous of perfecting the judicial cooperation in criminal matters, the Contracting Parties agree as follows:

1. The competent judicial authority of each Contracting Party shall execute letters rogatory in criminal matters.

2. Such letters and accompanying documentation shall be presented in the original and one copy. All letters and documentation shall be translated by the sending State into the language of the receiving State which translations shall also be sent in the original and one copy

3. Upon receipt of the letters, the receiving authority will effect transmission of these letters to the competent judicial authority for execution.

4. When the letters have been executed, they shall be returned to the sending State authenticated by the competent authority of the receiving State. The authentication shall be accomplished, as indicated, by the seal of the Department of Justice of the United States of America or the stamp of the Ministry of Foreign Affairs and Worship of the Republic of Argentina. Such authentication shall constitute evidence of authenticity of the letters and accompanying documents.

5. Expenses incurred in processing such letters shall be borne exclusively by the Government of the receiving State.

ARTICLE 22

This Treaty shall be ratified and enter into force upon the exchange of ratifications in Buenos Aires at the earliest possible date.

It may be terminated at any time by either Contracting Party by prior notification of the other Contracting Party, and termination shall become effective six months after the date such notification is received.

This Treaty shall abrogate and supersede the Extradition Treaty between the United States of America and the Argentine Republic done at Buenos Aires on September 26, 1896.[1] The offenses listed in the Treaty of 1896 and which have been committed prior to the entry into force of the present Treaty shall nevertheless be subject to extradition pursuant to the provisions of that Treaty

[1] TS 6, 31 Stat. 1883.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Treaty

DONE in duplicate, in the English and Spanish languages, both equally authentic, at Washington this twenty-first day of January, one thousand nine hundred seventy-two.

FOR THE UNITED STATES OF AMERICA:

WILLIAM P. ROGERS

FOR THE REPUBLIC OF ARGENTINA.

CARLOS M. MUÑIZ

TRATADO DE EXTRADICION
ENTRE LOS ESTADOS UNIDOS DE AMERICA Y
LA REPUBLICA ARGENTINA

Los Estados Unidos de América y la República Argentina, deseando hacer más eficaz la cooperación entre los dos países en la represión del delito, acuerdan lo siguiente:

ARTICULO 1

Las partes Contratantes se comprometen a la entrega recíproca, en las circunstancias y bajo las condiciones establecidas por el presente Tratado, de las personas que se encuentren en el territorio de una de ellas y que hayan sido procesadas o condenadas por las autoridades judiciales de la otra por cualquiera de los delitos mencionados en el Artículo 2 de este Tratado, cometidos en el territorio de esta última o fuera de él en las condiciones señaladas en el Artículo 3.

ARTICULO 2

De conformidad con lo establecido en este Tratado, serán entregadas las personas acusadas o condenadas por cualquiera de los delitos siguientes, siempre que sean punibles según las leyes de las Partes Contratantes con la privación de la libertad por un período máximo superior a un año:

1. Homicidio.

2. Aborto.

3. Lesiones graves o gravísimas.

4 Abuso de armas de fuego.

5. Abandono del hijo o del cónyuge que causare a éstos grave daño o la muerte.

6 Violación, estupro, abuso deshonesto y corrupción de menores, incluyendo actos sexuales ilícitos cometidos con menores de edad, conforme a la legislación penal de ambas partes.

7 Proxenetismo y promoción y facilitación de la prostitución.

8. Privación ilegítima de la libertad y secuestro de personas, con o sin rescate.

9 Hurto o robo.

10. Extorsión y amenazas.

11. Bigamia.

12. Concusión; estafas y otras defraudaciones, incluyendo las cometidas mediante el uso del correo u otros medios de communicación.

13. Fabricación, uso, distribución, suministro, adquisición, o posesión ilegítima o sustracción de bombas, aparatos capaces de liberar energía nuclear, materias explosivas o tóxicas, asfixiantes o inflamables, fabricación, uso, distribución, suministro, adquisición o posesión de bombas, aparatos capaces de liberar energía nuclear, materias explosivas o tóxicas, asfixiantes o inflamables, con el fin de cometer delitos.

14 Delitos contra la seguridad de los medios de transporte o comunicación, incluyendo cualquier acto que ponga en peligro a una persona en un medio de transporte.

15. Piratería en buques o aeronaves.

16. Delitos contra la salud pública.

17. Introducción, exportación, fabricación, producción, elaboración, venta, entrega o suministro con destino ilegítimo o sin la autorización pertinente de estupefacientes o de materias primas destinadas a sa fabricación.

18. Introducción, exportación, fabricación, transporte, venta o transmisión por cualquier título, empleo, posesión o acopio de explosivos, agresivos químicos o materias afines, sustancias o instrumentos destinados a su fabricación, armas, municiones, elementos nucleares y demás materiales considerados como de guerra, fuera de los casos legalmente previstos o sin la debida autorización.

19. Cohecho.

20. Malversación de caudales públicos.

21. Denuncias y testimonios falsos efectuados ante una autoridad competente.

22. Falsificación de moneda, billetes de banco, títulos al portador, documentos de crédito, sellos, timbres, marcas e instrumentos públicos y privados. Los testamentos ológrafos o cerrados, los cheques, las letras de cambio y los documentos endosables o al portador serán considerados, a los efectos de este delito, instrumento público.

23. Expedición, aceptación o endoso de facturas conformadas que no correspondan total o parcialmente a compraventas realmente realizadas.

24. Emisión de cheques sin provisión de fondos.

25. Contrabando.

26. Adquisición, recepción u ocultamiento de dinero, cosas o bienes que se sabe provenientes de un delito, aun no habiendo

participado en el mismo y aunque no mediare promesa anterior al delito.

27 Incendio y otros estragos.

28. Quiebras y concursos civiles fraudulentos.

29 Fraudes al comercio y a la industria, consistentes en:

a) Hacer alzar o bajar el precio de las mercaderías, fondos públicos o valores, por medio de noticias falsas, negociaciones fingidas o por reunión o coalición con el fin de no vender alguna mercancía o de no venderla sino a un precio determinado.

b) Ofrecer fondos públicos o acciones u obligaciones de sociedades o personas jurídicas, disimulando u ocultando hechos o circunstancias verdaderas o afirmando o haciendo entrever hechos o circunstancias falsas.

c) Publicar o autorizar inventarios, balances, cuentas de ganancias y/o pérdidas, informes o memorias falsos o incompletos o comunicar a la asamblea o reunión de socios, con falsedad o reticencia, sobre hechos importantes para apreciar la situación económica de una empresa, cualquiera hubiera sido el propósito perseguido.

En el caso de los puntos a y b del presente apartado, el delito puede ser cometido tanto por cualquier individuo como por integrantes de sociedades de cualquier naturaleza. En cambio, en los supuestos del punto c del mismo apartado, el delito debe necesariamente haber sido cometido por fundadores, directores, administradores liquidadores o síndicos

de sociedades anónimas, cooperativas o de otra persona colectiva.

30. Atentado contra la autoridad.

La extradición será también concedida por la participación en los delitos mencionados, no sólo como autor, cómplice o instigador, sino también como encubridor, así como por la tentativa y la asociación ilícita para cometer los mencionados delitos, siempre que estas calificaciones resulten punibles por la legislación de las Partes Contratantes con penas privativas de libertad superiores a un año.

En los casos en que ya exista condena firme al tiempo de solicitarse la extradición, ésta se concederá únicamente si la pena dictada o que quede por cumplir es de un año de prisión, como mínimo.

ARTICULO 3

A los efectos de este Tratado, el territorio de una de las Partes Contratantes comprende todo el territorio, incluyendo el espacio aéreo y las aguas territoriales sometidas a su jurisdicción, así como los buques y aviones matriculados en ella cuando se encuentren en vuelo o en alta mar en el momento de cometerse el delito. Se considerará que un avión está en vuelo desde el momento en que se aplique la fuerza motriz para despegar hasta que termine el

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recorrido del aterrizaje. Lo establecido precedentemente no excluye la aplicacion de la jurisdicción penal ejercida de acuerdo con la legislación de la Parte requerida.

Cuando el delito que motiva la extradición haya sido cometido fuera del territorio de la Parte requirente, el Poder Ejecutivo de los Estados Unidos de América o el Poder Judicial de la República Argentina, según corresponda, podrá conceder la extradición en los casos en que la Parte requerida ejerciese jurisdicción, según la propia legislación, para juzgar un delito idéntico cometido en las mismas circunstancias.

ARTICULO 4

No obstante el principio general sentado en el Artículo 1, las Partes Contratantes no estarán obligadas a conceder la extradición de sus propios nacionales, pero el Poder Ejecutivo de los Estados Unidos de América o la autoridad competente de la República Argentina tendrá la facultad de entregarlos si, a su juicio, lo consideran procedente.

Si el pedido de extradición no se concede en base a la nacionalidad, la persona reclamada deberá ser juzgada por la Parte requerida por el hecho que motiva el pedido de extradición, salvo que el mismo no fuera punible conforme a su propia legislación o la Parte requerida no tenga jurisdicción apropiada.

El carácter de nacional será determinado por la legislación de la Parte requerida.

ARTICULO 5

La extradición será concedida si las pruebas presentadas, según las leyes del lugar en que la persona procesada o condenada se encuentra, justificaren su arresto para ser sometida a juicio si en él hubiese cometido el delito, o son suficientes para establecer que se trata de la misma persona ya condenada por la Parte requirente.

ARTICULO 6

Cuando la persona reclamada, en el momento de presentarse la solicitud de extradición, fuera menor de 18 años, tuviera residencia permanente en el Estado requerido y las autoridades competentes del mismo estimaren que la extradición puede perjudicar la readaptación social y rehabilitación del reclamado, la Parte requerida podrá sugerir, con los fundamentos del caso, que se retire la solicitud.

ARTICULO 7

1. No se concederá la extradición en ninguna de las siguientes circunstancias.

a) Cuando la persona cuya entrega se gestiona ya hubiera sido juzgada o estuviere siendo juzgada en el territorio de la Parte requerida por el delito por el cual se solicita la extradición.

b) Cuando la persona cuya entrega se gestiona ya ha sido juzgada y absuelta o ha cumplido condena o ha sido indultada en un tercer Estado, por el delito por el cual se solicita la extradición.

c) Cuando la acción o la pena haya prescripto según las leyes de la Parte requerida o de la Parte requirente.

d) Cuando el delito que ha dado origen a la solicitud de extradición sea de naturaleza militar y ajeno al derecho penal común.

e) Cuando el delito que ha dado origen a la solicitud de extradición sea de carácter político o tenga conexión con un delito de carácter político, o cuando la persona reclamada probare que la extradición es solicitada con el propósito de ser procesada o condenada por un delito de ese carácter.

La alegación de un fin o motivo político no impedirá la extradición si el hecho imputado constituyera principalmente una infracción a la ley penal común, en cuyo caso la Parte requerida podrá exigir a la Parte requirente garantías en el sentido que el fin o motivo político no contribuirá a la agravación de la pena.

2. En los casos de duda relacionados con este Artículo decidirán definitivamente las autoridades competentes de la Parte requerida.

ARTICULO 8

Cuando el delito por el que se solicita la extradición fuera punible con la pena de muerte según la legislación de la Parte

requirente, y las leyes del Estado requerido no admitieren esa pena para ese delito, este último podrá supeditar el otorgamiento de la extradición a que la Parte requirente otorgue garantías consideradas suficientes por la Parte requerida en el sentido que no será impuesta dicha pena o que, de ser impuesta, la misma no será aplicada.

ARTICULO 9

Cuando la persona cuya extradición se solicita estuviera sometida a proceso o cumpliendo una condena en el territorio de la Parte requerida por un delito distinto a aquél por el que se solicita la extradición, su entrega podrá ser postergada hasta la conclusión del proceso y, en caso de condena, hasta la extinción o cumplimiento de la pena.

ARTICULO 10

La decisión por la cual se concederá o no la extradición se tomará de acuerdo con las disposiciones de este Tratado y las leyes de la Parte requerida. La persona reclamada tendrá derecho a utilizar los recursos previstos por la legislación de la Parte requerida.

ARTICULO 11

1. La solicitud de extradición se efectuará por vía diplomática.

2. Dicha solicitud deberá ir acompañada de:

a) La relación circunstanciada del hecho incriminado.

b) Los datos necesarios para la comprobación de la identidad de la persona reclamada, incluyendo fotografías y fichas dactiloscópicas, si las hubiera.

c) Los textos legales aplicables al caso, incluyendo los preceptos que establezcan el delito y la pena aplicable al mismo, y las normas que regulen la prescripción de la acción y de la pena.

d) Los elementos de prueba que resulten necesarios, según la legislación de la Parte requerida, para justificar la detención y el proceso de la persona reclamada, si el delito se hubiera cometido en su territorio.

3. Cuando el requerimiento se refiera a una persona que aún no ha sido condenada, deberá ser acompañado de una orden de detención o de prisión o del auto de procedimiento judicial equivalente, emanado de la autoridad competente de la Parte requirente.

4. Cuando el requerimiento se refiera a una persona que ya ha sido condenada, deberá ser acompañado por los siguientes elementos:

a) si procede de los Estados Unidos de América, de una copia de la declaración de culpabilidad y de la sentencia, en el

caso que ésta ya hubiera sido dictada.

b) si procede de la República Argentina, dé una copia de la sentencia dictada.

En los dos supuestos de este apartado, se enviará asimismo a la Parte requerida una certificación de que la sentencia no se ha cumplido totalmente, indicando la parte de la misma que falta cumplir

5. Los documentos que, conforme con el presente artículo, deben acompañar al pedido de extradición, serán admitidos al proceso cuando:

a) en el caso de proceder de los Estados Unidos de América se hallen firmados por un juez, un magistrado o una autoridad competente de dicho país, autenticados con el sello oficial del Departamento de Estado y legalizados por el principal agente diplomático o consular de la República Argentina en los Estados Unidos de América.

b) en el caso de proceder de la República Argentina, estén firmados por un juez u otra autoridad judicial y estén legalizados por el principal agente diplomático o consular de los Estados Unidos de América en la República Argentina.

6. Todos los documentos mencionados en este artículo se presentarán acompañados de una traducción al idioma de la Parte requerida, que quedará a cargo exclusivo de la Parte requirente.

ARTICULO 12

En caso de urgencia las Partes Contratantes podrán solicitar, por medio de sus respectivos agentes diplomáticos, que se proceda a la detención provisoria del inculpado así como a la aprehensión de los objetos relacionados con el delito de que se le acusa que estén en su posesión o en posesión de su agente, asociado o representante, y cuya ubicación haya sido determinada por la Parte requirente, la cual deberá acompañar la solicitud de aprehensión de dichos objetos con prueba que demuestre la relación de los mismos con el delito inculpado. La Parte requerida podrá rechazar dicha solicitud a efectos de salvaguardar el derecho de terceros.

Este pedido será atendido cuando contenga la declaración de la existencia de uno de los documentos enumerados en los apartados 3 y 4 del Artículo 11, los datos de identificación de la persona reclamada y mención del delito que se le imputa.

En ese caso, si dentro de un plazo máximo de cuarenta y cinco días contados desde la fecha de su arresto, la Parte requirente no presentara el pedido formal de extradición acompañado de los documentos citados en el Artículo 11, la persona reclamada será puesta en libertad, y sólo se admitirá un nuevo pedido por el mismo hecho si se introduce una solicitud formal de extradición con todos los recaudos exigidos por el Artículo 11.

ARTICULO 13

Si la Parte requerida solicita comprobantes o información adicional para poder decidir sobre el pedido de extradición, los mismos deberán ser entregados dentro del plazo dado por esa Parte.

Si la persona reclamada estuviera bajo arresto y la información adicional presentada en la forma precitada no bastara o si la misma no fuera recibida dentro del plazo especificado por la Parte requerida, dicha persona será puesta en libertad. Esta liberación no impedirá a la Parte requirente presentar otro pedido en debida forma con respecto al mismo delito.

ARTICULO 14

La persona extradida como resultado de la aplicación del presente Tratado, no podrá ser detenida ni juzgada o condenada en territorio de la Parte requirente por delitos que no sean los que determinaron la concesión de la extradición, ni entregada a un tercer Estado que la reclame, salvo en los siguientes supuestos:

1. Si al ser puesta en libertad, permaneciere por más de 30 días en el territorio de la Parte requirente, plazo que se contará desde el día en que se le otorgó la libertad.

2. Cuando, aun habiendo abandonado el territorio de la Parte requirente, retornara voluntariamente al mismo.

3. Cuando la Parte requerida haya manifestado su expresa conformidad para que el extradido sea detenido, juzgado y condenado por la Parte requirente o entregado a un tercer Estado, por un delito distinto al que dio lugar la extradición, siempre que dicho delito esté comprendido en la enumeración del Artículo 2 del presente Tratado.

A los efectos de la aplicación de los apartados 1 y 2 del presente Artículo, deberá advertirse formalmente al extradido, al tiempo de serle otorgada la libertad en el Estado requirente, sobre las consecuencias que pueda acarrearle su permanencia en el territorio de ese país.

Las estipulaciones indicadas en los apartados 1, 2 y 3 precedentes, no se aplicarán por delitos cometidos con posterioridad a la concesión de la extradición.

ARTICULO 15

Si la Parte requerida recibe de dos o más Estados solicitudes de extradición de la misma persona, ya sea por el mismo delito o por delitos distintos, decidirá a cuál de los Estados requirentes concederá la extradición, teniendo en cuenta todas las circunstancias del caso y, especialmente, la posibilidad de una posterior extradición entre los Estados

requirentes, la gravedad de cada delito, el lugar donde fue cometido, la nacionalidad de la persona reclamada, las fechas en que las solicitudes fueron recibidas y las disposiciones de sus acuerdos de extradición con los otros Estados requirentes.

ARTICULO 16

La Parte requerida comunicará de inmediato a la Parte requirente, por vía diplomática, la decisión tomada sobre la solicitud de extradición.

Si se dicta por la autoridad competente un auto u orden de extradición de la persona reclamada y ésta no es retirada del territorio de la Parte requerida dentro del plazo de treinta días, contados desde la fecha de dicha comunicación, será puesta en libertad y la Parte requerida podrá denegar posteriormente su extradición por el mismo delito.

ARTICULO 17

Dentro del límite permitido por las leyes de la Parte requerida y salvo el mejor derecho de terceros, que será debidamente respetado, todos los objetos, valores o documentos concernientes al delito, sea que provengan del hecho o que hubiesen servido para su ejecución o que de cualquier otro modo revistiesen el carácter de piezas de convicción, serán entregados a la Parte requirente, aún cuando, una vez concedida la

extradición, ésta no pueda hacerse efectiva con motivo de muerte o desaparición del inculpado.

ARTICULO 18

El tránsito por el territorio de una de las Partes Contratantes de una persona cuya extradición ha sido acordada por un tercer Estado a la otra Parte será autorizado cuando se solicite por conducto diplomático, acompañando testimonio del auto por el que se concedió la extradición, siempre que concurran las condiciones que justificarían la extradición de tal persona por el Estado de tránsito y no haya graves razones de orden público que se opongan al mismo.

La Parte requirente reembolsará al Estado de tránsito los gastos que ha debido efectuar con motivo del transporte de la persona extradida.

ARTICULO 19

Los gastos relativos a la traducción de documentos y al transporte de la persona reclamada serán pagados por la Parte requirente. Las autoridades competentes del Estado en que tiene lugar el procedimiento de extradición deberán representar, por todos los medios dentro de sus facultades legales, a la Parte requirente ante los correspondientes jueces y tribunales.

La Parte requerida no presentará a la Parte requirente ninguna reclamación pecuniaria derivada del arresto, custodia, interrogación y entrega de las personas reclamadas de acuerdo con las disposiciones de este Tratado.

ARTICULO 20

Negada la extradición de un individuo no podrá solicitarse de nuevo por el mismo hecho imputado.

ARTICULO 21

Con el propósito de perfeccionar la cooperación judicial existente en causas criminales, las Partes Contratantes acuerdan lo siguiente:

1. Las autoridades judiciales competentes de cada una de las Partes Contratantes darán ejecución a los exhortos expedidos en todas las causas criminales.

2. Dichos exhortos y la documentación que forma parte de los mismos serán traducidos por el Estado que los envía al idioma del Estado receptor. Dicha traducción, tanto en lo que se refiere al exhorto como cuanto a la documentación, deberá ser agregada en original y copia.

3. Al recibir los exhortos, la autoridad receptora transmitirá los mismos a la autoridad judicial competente para su diligenciamiento.

4. Cuando los exhortos hayan sido ejecutados, deberán ser devueltos al Estado que los envió, previa legalización que se efectuará por el Departamento de Justicia en los Estados Unidos de América y por el Ministerio de Relaciones Exteriores y Culto en la República Argentina, constituyendo dichas legalizaciones prueba suficiente de la autenticidad de los exhortos y documentos que se acompañan.

5. Los gastos que demande el diligenciamiento de dichos exhortos estarán exclusivamente a cargo del Gobierno del Estado receptor

ARTICULO 22

Este Tratado será ratificado y entrará en vigor a partir del canje de ratificaciones que se realizará en Buenos Aires a la brevedad posible.

El mismo podrá ser terminado por cualquiera de las Partes Contratantes previa notificación a la otra Parte Contratante en cualquier momento y la terminación se hará efectiva seis meses después de la fecha de recepción de dicha notificación.

Este Tratado terminará y reemplazará el Tratado de Extradición entre los Estados Unidos de América y la República Argentina firmado en Buenos Aires el 26 de septiembre de 1896. Sin embargo, los delitos que figuran en dicho Tratado de 1896 y que hayan sido cometidos antes de la entrada en vigencia del presente Tratado seguirán sujetos a la extradición de conformidad con las disposiciones de aquel Tratado.

EN TESTIMONIO DE LO CUAL los abajo firmantes, habiendo recibido la debida autorización a ese efecto, de sus respectivos Gobiernos, han firmado este Tratado.

REDACTADO en duplicado, en los idiomas español e inglés, ambos igualmente auténticos, en Washington, el veintiuno de enero de mil novecientos setenta y dos

POR LOS ESTADOS UNIDOS DE AMERICA.

WILLIAM P ROGERS

POR LA REPUBLICA ARGENTINA.

CARLOS M. MUÑIZ

VIET-NAM

Loan of Vessel: U.S.S. *Camp*

Agreement effected by exchange of notes
Signed at Saigon January 11 and February 1, 1972;
Entered into force February 1, 1972.

The American Ambassador to the Vietnamese Minister for Foreign Affairs

No. 2 SAIGON, *January 11, 1972*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning the loan of vessels by the Government of the United States of America to the Government of the Republic of Viet-Nam and to confirm the following understandings reached between our Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Viet-Nam the destroyer escort identified below in this note.

2. The Government of the Republic of Viet-Nam will retain possession of, and will use, the vessel subject to the terms and conditions of this note, in the Agreement concerning Mutual Defense Assistance in Indochina dated December 23, 1950, [1] and in agreements already concluded or to be concluded hereinafter between our two Governments.

3. The period of the loan for the vessel shall be five years from the date of its delivery to the Government of Viet-Nam. However, either Government may terminate the loan of this vessel at any time. In this event, the Government of Viet-Nam will promptly return the vessel to the Government of the United States.

4. The vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Viet-Nam at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Viet-Nam shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

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[1] TIAS 2447; 3 UST 2756.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of Viet-Nam may, however, place the vessel under its flag. The Government of Viet-Nam shall not, without the consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances.

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

7. Upon the expiration of termination of the loan as provided in paragraph 3 of this note, the vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including consumable stores, replacement parts, and fuel, will be returned to the Government of the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessel at the time of its return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of Viet-Nam will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessel. The Government of Viet-Nam shall not, however, be liable for damage or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of Viet-Nam renders it a total loss, the Government of Viet-Nam shall consult with the Government of the United States before declaring said vessel a total loss.

9. Accordingly, the loan of the destroyer escort in question shall be as follows:

Name of Vessel	Date of Delivery	Termination Date of Loan
USS *Camp* (DER 251)	February 13, 1971	February 13, 1976

If the foregoing is acceptable to the Government of the Republic of Viet-Nam, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

ELLSWORTH BUNKER

His Excellency
TRAN VAN LAM,
Minister for Foreign Affairs,
Saigon.

TIAS 7511

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The Vietnamese Minister for Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
No. 449/BNG/MC

SAIGON, *February 01, 1972*

EXCELLENCY:

I have the honour to acknowledge receipt of your Excellency's Note No. 2 dated January 11, 1972 which reads as follows:

"I have the honour to refer to conversations between representatives of our two Governments concerning the loan of vessels by the Government of the United States of America to the Government of the Republic of Viet-Nam and to confirm the following understandings reached between our Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Viet-Nam the destroyer escort identified below in this note.

2. The Government of the Republic of Viet-Nam will retain possession of, and will use, the vessel subject to the terms and conditions of this note, in the Agreement concerning Mutual Defense Assistance in Indochina dated December 23, 1950, and in agreements already concluded or to be concluded hereinafter between our two Governments.

3. The period of the loan for the vessel shall be five years from the date of its delivery to the Government of Viet-Nam. However, either Government may terminate the loan of this vessel at any time. In this event, the Government of Viet-Nam will promptly return the vessel to the Government of the United States.

4. The vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Viet-Nam at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Viet-Nam shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of Viet-Nam may, however, place the vessel under its flag. The Government of Viet-Nam shall not, without the consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances.

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

7. Upon the expiration of termination of the loan as provided in paragraph 3 of this note, the vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including consumable stores, replacement parts, and fuel, will be returned to the Government of the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessel at the time of its return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States withoutf compensation.

8. The Government of Viet-Nam will pay the Government of the United States just and reasonable compensation for damage to or loss of the vessel. The Government of Viet-Nam shall not, however, be liable for damage or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of Viet-Nam renders it a total loss, the Government of Viet-Nam shall consult with the Government of the United States before declaring said vessel a total loss.

9. Accordingly, the loan of the destroyer escort in question shall be as follows:

Name of Vessel	Date of Delivery	Termination Date of Loan
USS CAMP (DER 251)	February 13, 1971	February 13, 1976

If the foregoing is acceptable to the Government of the Republic of Viet-Nam, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

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

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

TRAN VAN LAM

Tran-Van-Lam

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

UNION OF SOVIET SOCIALIST REPUBLICS

Embassy Sites: Conditions of Construction

Agreement signed at Washington December 4, 1972; Entered into force December 4, 1972.

Agreement between
the Government of the United States of America and
the Government of the Union of Soviet Socialist Republics
on the Conditions of Construction of Complexes of Buildings of
the Embassy of the United States of America in Moscow and of
the Embassy of the Union of Soviet Socialist Republics in Washington

In accordance with the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics for the reciprocal allocation of plots of land for the construction of Embassy buildings in Moscow and Washington dated May 16, 1969, [1] the Parties have agreed on the following conditions of construction of the buildings

[1] TIAS 6693, 7066, 20 UST 789; 22 UST 366.

I. General Conditions

1. The sites at Konyushkovskaya Ulitsa in Moscow and at Mount Alto in Washington will be readied for construction by being cleared of all surface structures by the Parties making them available at their own expense, by mutually agreed upon dates. Sub-surface communal services not required for the period of use of the newly erected buildings will be disconnected from the municipal network. The relief of the sites after clearing must approximately correspond to the natural relief.

2. The Parties within one year before the completion of construction of any part of the complex of buildings will provide the sites being made available with permanent lead-ins for utilities which will satisfy the needs of all the buildings envisaged by the plan. Before completion of construction of the buildings of the United States Embassy in Moscow, the Soviet side will ensure the completion of the improvement of Devyatinskii Pereulok and that part of Konyushkovskaya Ulitsa adjacent to the site; the American side will ensure the satisfactory condition of the streets adjoining the Mount Alto side in Washington. Vehicle access to the sites during construction will be ensured by both Parties. The responsibilities of the Parties also include the provision up to the borders of the site of temporary utilities meeting requirements for the period of construction.

3 Both Parties will comply with the regulations affecting the area adjacent to the site (height of buildings, position of buildings, etc.) and with construction regulations existing in Moscow and Washington (region and district). Any necessary

variation from local regulations not provided for by the Agreement will be subject to mutual supplementary agreement. Necessary authorizations by authorities of the District of Columbia and other organs concerned with construction on Mount Alto will be handled through the United States Department of State and necessary authorizations from Soviet organizations concerned with the construction of the buildings of the United States Embassy in Moscow will be handled through the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics.

4 The maximum height of the buildings which will be erected on the Konyushkovskaya Ulitsa site may reach 176 meters (577 28 feet) above sea level.

The maximum height of buildings which will be erected on the Mount Alto site may reach 136.21 meters (446 77 feet) above sea level at the point of highest natural grade fronting on Wisconsin Avenue.

Authorized heights of buildings mean the maximum heights of planes of the roofs, including the machinery sections of elevators, parapets, and ventilation pipes or shafts. The maximum heights of antennas will be established in a business-like fashion after agreement on plans.

5 If in the course of construction of the buildings it is necessary to make any substantial changes in the finally approved plan affecting the external parts of the complex, these changes must be approved by the Party making the plot of land available.

6. To the extent reasonably possible the parties will agree on target dates for completion of the buildings of their Embassies in order to guarantee completion of the work at approximately the same time, after approval of the final plans and preliminary discussions with general contractors. Each side has the right to carry out its entire project at one time or in a sequence which it finds most convenient. All construction of the building complexes will be divided into a number of sequences which will be agreed upon by the sides after the approval of the final design and the conclusion of building contracts. The chanceries will be occupied simultaneously at an agreed upon date after final completion and acceptance. All other buildings may be occupied at any time after completion and acceptance and put to their designated use.

7 The respective Parties are responsible for the reliability and condition of all communal installations which they will provide up to the boundaries of the site made available by them, or which they will erect outside its limits, to supply the buildings erected on the site with necessary communal services in accordance with local practice.

II. Initial Planning Data

1. Both Parties will exchange, free of charge, data on topographic survey (see Attachment), preliminary surveys, hydrological and climatic conditions and also all requested information concerning local construction materials, manufactured items, equipment, utilities, and services.

2. In accordance with the needs of the planned buildings for communal services (which must be communicated in advance), the Party making the site available will provide information regarding the conditions for connecting the utilities to the municipal networks with an indication of all factors necessary for planning. For obtaining detailed information on these questions, the Party receiving the plot of land may periodically send to the site a mutually agreed number of its own specialists for reasonable periods of time for inspection of the site and for obtaining more complete information on the matters specified in this Article.

3 Detailed geological investigations of the soils on each site may be carried out directly by the Party receiving the plot of land or at its request by local organizations in accordance with the plans and technical requirements worked out by its responsible architects and engineers. The Parties will pay the cost of the work ordered by them for a detailed study of the soils on the plot of land each Party will receive.

III Planning Documentation

1. The respective Parties will themselves develop design proposals (design drawings) and more detailed plans, including specifications for the construction of the buildings of their Embassies. The respective Parties may have such design work accomplished by design firms or organizations of their own selection from either or both countries.

2. Each Party will submit for the approval of the other Party, which has made the plot of land available, the following planning documentation:

A. For the preliminary agreement - a design drawing including:

a) a three-dimensional planning determination (perspective) showing construction on the whole site;

b) a general plan of the site;

c) plans of the buildings by typical floors,

d) facades and basic cross-sections of the buildings;

e) a brief explanatory note, including a description of the basic materials to be used, in the Russian and English languages (the contents of this note preferably to be indicated directly on the drawings)

The respective Parties must approve or disapprove (with a detailed statement of all reasons) the preliminary design (drawings) within a reasonable period of time in a business-like fashion.

B. For the final agreement - more detailed plans, including:

a) a situational plan of the site;

b) a general plan of the site;

c) plans of the buildings by typical floors,

d) facades and cross-sections of the buildings,

e) basic architectural and construction determinations of the buildings (outside walls, roofs, support structures);

f) typical plans and diagrams of the air-conditioning, heating and plumbing systems of the buildings,

g) typical plans and diagrams of electrical and telephone systems;

h) a listing of finishing materials and equipment to be delivered from the Party's own country or third countries,

i) an explanatory note in the Russian and English languages on all drawings as to materials being used.

The respective sides must approve the final plan within a reasonable period of time in a business-like fashion.

C. After approval of the final plan, the further development or any necessary transposition to the local languages and norms of the technical documentation, including working drawings and specifications, will be carried out in conformity with the principles of the staged execution set forth in Article IV

IV Execution of Construction

1. Construction of the complexes of buildings and structures of the Embassies will be executed in two stages. Stage 1 will include:

A. Execution of work listed in paragraphs 1 and 2 of Article I and in paragraph 3 of Article II,

B. Link up of external utilities and improvement of the site;

C. Transposition of technical documentation into local language and norms, including final working drawings for all types of work to be carried out by local sources at the given stage,

D. Site work.

Excavation, filling and grading

Paving

Landscaping

Site utilities

Structural work.

Foundations

Buildings frame, including floors, walls and structural roof slab

Waterproofing of foundations

Non-structural interior walls and partitions (brick, concrete block, hollow block)

Exterior facings of buildings

Conduit, pipe and ducts and sleeves built into structure walls and partitions.

Stage 2 will include

A. Transposition of technical documentation into local language and norms, including final working drawings for all types of work to be carried out by local sources at the given stage;

B. Inside Finishing Work.

Plastering and painting

Doors and frames

Finish floor coverings

Finish wall and partition surfaces

Finish ceilings

C. Artistic Work

D. Equipment:

Elevators

Air-conditioning system

Telephones, telephone exchanges

Radio

Cooling (refrigeration)

Kitchen

Plumbing

Heating

Conduit cable (not built in), conductors and electrical equipment

E. Windows

F Hardware

G. Carpentry

H. Finished roofing other than structural slab

I. Glass

A concrete listing of work to be done in Stages 1 and 2 will be agreed by the Parties in the process of agreeing on the project and development of the technical documentation but no later than five months from the day of the approval of the final drawings and plans.

2. Taking into account the principle of mutuality, specific features of design, technology and methods of constructing buildings accepted by each Party as well as economical factors,

the execution of work in Stage 1 will be carried out by local design and construction organizations or firms using local building materials. However, the Parties may select and supply materials for the exterior facing of the buildings to be decided at the time of agreement upon the final design plan.

For the execution of work in Stage 1 the respective Parties will select a general contractor from a number of local firms or organizations and conclude contracts with them according to their own choice with the assistance of the Department of State of the United States of America and the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics respectively

3. The execution of work in Stage 2 will be carried out at the choice of each Party either through local organizations or by its own sources. The installation of equipment imported from third countries may be carried out by specialists from these countries or by organizations or firms of the Parties.

4. The respective Parties may begin construction of the buildings and structures on the plots made available after the other Party approves the final plan. The date of initiation of construction will be determined by an exchange of notes.

5. Construction of the Embassy complexes will be carried out on the basis of contracts concluded with firms or organizations chosen, taking into account norms and rules, technology and methods of construction customary in each of the contracting party's countries. However, the Party for which the buildings are being constructed may increase the specific normative loads if it so desires.

6 The Party which makes the site available will facilitate the acquisition and delivery of local materials and equipment necessary for the construction of the respective Embassy complexes. The acceptability of the construction materials and equipment and quality of completed work will be determined by the respective Party for its own project.

7 Each Party may import duty-free for the construction of the buildings of its Embassy complex, manufactured items, material and equipment for the execution of work during Stage 2, materials for the exterior facing of buildings if such importation is so decided, as well as tools and devices for the installation of the imported material and equipment, by sending them to its Embassy address.

A list of imported equipment and materials will be agreed upon between the Parties at the time of approval of the final design. The delivery date of the materials and equipment will be communicated not later than three months before their importation.

The Parties will assist each other in the unhindered importation and delivery of freight to the construction site.

8. On the basis of contracts concluded with a general contractor and sub-contractors, the Embassy of the USSR in the USA and the US Embassy in the USSR will have the right, on the sites allotted to them, to exercise technical control and supervision at any time from the time construction is begun until all of the buildings are accepted by the side for which they are being constructed. The necessary municipal inspectors and representatives of the general contractor will have the

right to conduct, during the second Stage, periodic inspections accompanied by representatives of the side for which the buildings are being constructed.

In order to observe local norms, to render various kinds of services, and also to ensure necessary consultations in connection with general construction work, the Party providing the site will extend necessary aid and assistance when requested in the execution of work in Stage 2 by the other Party

The responsibility of fire and work safety will be borne by the Party whose organizations execute the work.

9 For the execution of technical control and supervision over planning and construction of the buildings of its Embassy, each Party may maintain in the process of planning and construction a mutually agreed reasonable number of administrative and engineering-technical personnel, and also instructors for familiarization and demonstration of exterior facing if non-local material is used, and additionally in Stage 2, a mutually agreed number of workers needed for orderly prosecution of the work not accomplished by local contractors. The number of such above mentioned personnel will be determined for the period of planning and construction work (Stage 1) upon agreement on the draft plan. For the period of the finishing and installation work this will be determined after the final approval and agreement on the extent of work during Stage 2.

The administrative and engineering-technical personnel designated to supervise construction, and construction workers who are citizens of the sending Party will be considered temporarily attached to the Embassy of their State, and will have

the right to enjoy the same immunity and the same privileges which are granted to the corresponding categories of Embassy employees.

The Government which provides the site will facilitate the provision of suitable living quarters for the personnel of the other Party connected with the construction.

10 The costs of planning and construction of the buildings of the Embassy of the United States of America in the Union of Soviet Socialist Republics and the Embassy of the Union of Soviet Socialist Republics in the United States of America from local sources and the system of accounting, will be determined in accordance with normal construction contract procedures during the negotiations for the contracts.

The present Agreement will enter into force on the day of its signing.

Signed at Washington in two originals, in the English and Russian languages both texts of which are equally authoritative, this fourth day of December, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS.

[2]

[1] Walter J. Stoessel, Jr.
[2] S. Dobrynin

ATTACHMENT

Site Data

I. Topographic Survey Prior to Clearing the Site

The government which is transferring the site will, within four months from the date of signature of the Agreement on Exchange of Sites, provide the data of a topographic survey, including the following basic data:

A. Bench Marks

1. Two permanent bench marks will be set on the boundary of the site or in convenient proximity to it.

2. The bench marks should be coordinated with the data of existing local marks.

B. Elevations

1. If on-site obstructions prevent making the survey required for the drawing up of a contour plan and a cross-section grid, the topographic on-site survey made prior to clearing the site will show the difference of elevations at intervals not exceeding three feet or one meter

2. Contours or grid should extend across proposed new streets bordering on the site and should show the following:

a. Center line of streets relative to site boundary;

b. Width of street right-of-way;

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c. Width of paved street;

d. Sidewalk location and width,

e. Design elevations for each change in elevation at intervals of three feet or one meter along street center line and property line;

f. Street cross-section from one to the other property line.

C. Adjacent Buildings and Structures

All remaining topographic data of the surrounding vicinity necessary to comply with local regulations.

D. Connections to Municipal Communal Installations

1. Show points of connection and cross-sections of all sewer and storm lines.

2. Show size, cross-section, points of connection to the system of all water, gas, steam or other services.

3. Show type and dimensions of paving, curbs, sidewalks, ditches, etc.

4. Locate manholes and show invert elevations.

5. Show location of all fire hydrants, lamp posts, telephone and electric poles.

E. Drawings

1. Should be executed on tracing linen or on thick cellulose-acetate paper or on equivalent material.

2. Any suitable scale not smaller than one inch equals fifty feet may be used provided there is a clear rendering of all details.

3. To show the location of bench marks, elevations and reference data.

4. To give the name of the region, the graphic scale, an arrow showing north or the meridian, etc.

II. Topographic Survey After Clearing the Site

After the sites at Konyushkovskaya Ulitsa in Moscow and Mount Alto in Washington are cleared of all existing structures above ground and the subsequent filling in of excavations and pits, the government which is transferring the site will provide the data of a topographic survey prepared, taking into consideration the requirements listed in point I above, except for the inclusion of the following additional data, if it has not been provided before:

A. Site elevations should be plotted either in contour or in cross-section grid.

B. The distance between contour lines should not exceed three feet or one meter. If cross-section grid system is used, the lines of the grid should be located at a distance not exceeding 25 feet or 7.5 meters apart, with an indication of the elevations at each intersection grid line.

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик об условиях строительства комплексов зданий Посольства Соединенных Штатов Америки в Москве и Посольства Союза Советских Социалистических Республик в Вашингтоне

В соответствии с Соглашением между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о взаимном предоставлении земельных участков для строительства зданий Посольств в Москве и Вашингтоне от 16 мая 1969 года Стороны договорились о следующих условиях строительства зданий:

I. Общие условия

1. Участки на Маунт Альто в Вашингтоне и на Конюшковской улице в Москве будут расчищены от всех наземных сооружений и подготовлены к строительству обеими Сторонами за их собственный счет во взаимно согласованные сроки. Подземные коммуникации, которые не потребуются на период эксплуатации вновь выстроенных зданий, будут отключены от городской сети. Полученный после расчистки рельеф участков должен примерно соответствовать естественному рельефу.

2. Стороны за год до окончания строительства любой части комплекса зданий обеспечивают предоставляемые ими участки постоянными подводками коммунальных сооружений, которые удовлетворят потребность всех зданий, предусмотренных проектом. До окончания строительства зданий Посольства США в Москве Советская Сторона обеспечивает завершение благоустройства Девятинского переулка и той части Конюшковской улицы, которая прилегает к участ-

ку; Американская Сторона обеспечивает удовлетворительное состояние улиц, прилегающих к участку на Маунт Альто в Вашингтоне. Обе Стороны обеспечивают подъезд транспортных средств к участкам в ходе строительства. В обязанности Сторон входит также подведение к границам участка временных коммунальных сооружений, отвечающих потребностям на период строительства.

3. Обе Стороны будут выполнять условия застройки, касающиеся района, прилегающего к участку (высота зданий, размещение зданий и т.д.), и существующие в Москве и Вашингтоне (район, и округ) правила строительства. Любые не предусмотренные Соглашением необходимые отклонения от местных правил явятся предметом взаимного дополнительного Соглашения. Необходимые разрешения властей округа Колумбия и других органов, имеющих отношение к строительству на Маунт Альто, оформляются через Государственный Департамент США, а необходимые разрешения советских организаций, имеющих отношение к строительству зданий Посольства США в Москве, оформляются через Министерство иностранных дел СССР.

4. Максимальная высота зданий, которые будут построены на Конюшковской улице, может достигать 176 метров (577,28 футов) над уровнем моря.

Максимальная высота зданий, которые будут построены на Маунт Альто, может достигать 136,21 метра (446,77 футов) над уровнем моря в наивысшей отметке естественного уклона, обращенного на Висконсин Авеню.

Разрешенные высоты зданий означают максимальные высоты плоскостей крыш, включая машинные отделения лифтов, парапеты и вентиляционные трубы или шахты. Максимальные высоты антенн будут определены в рабочем порядке после утверждения проектов.

5. Если в процессе строительства зданий необходимо внести какие-нибудь значительные изменения в окончательный утвержденный проект, затрагивающие внешнюю часть комплекса, то эти изменения должны быть одобрены Стороной, предоставляющей земельный участок.

6. Стороны в разумно возможных пределах договорятся о приемлемых сроках окончания строительства зданий своих Посольств с целью гарантировать завершение работ приблизительно в одно и то же время после утверждения окончательных проектов и предварительных переговоров с генеральными подрядчиками.

Каждая Сторона имеет право осуществлять строительство всего своего проекта одновременно или в той последовательности, которую она найдет для себя более удобной.

Все строительство комплексов зданий будет разбито на ряд последовательных очередей, которые должны быть согласованы Сторонами после утверждения окончательного проекта и заключения строительных контрактов.

Служебные здания будут заниматься одновременно в согласованное время после окончательного завершения работ и их принятия.

Все другие здания могут заниматься в любое время после их постройки и принятия и использоваться по назначению.

7. Соответствующие Стороны несут ответственность за надежность и состояние всех коммунальных сооружений, которые они предоставят до границ выделенных им участков или построят за его пределами, с целью обеспечить построенные на участке здания необходимыми коммунальными услугами в соответствии с местной практикой.

II. Исходные данные для проектирования

I. Обе Стороны бесплатно обмениваются данными топографических съемок (см. Приложение), предварительных изысканий, гидрологических и климатических условий, а также всей запрашиваемой информацией, касающейся местных строительных материалов, промышленных изделий, оборудования, коммунальных сооружений и услуг.

2. В соответствии с потребностями проектируемых зданий в коммунальных услугах (о чем необходимо информировать заблаговременно) Сторона, предоставляющая участок, сообщает условия подсоединения коммунальных сооружений к городским сетям с указанием всех факторов, необходимых для проектирования. Для детального выяснения этих вопросов Сторона, получающая земельный участок, периодически может направлять на участок взаимно согласованное количество своих специалистов на разумные сроки для осмотра участка и более полного выяснения вопросов, оговоренных в данной Статье.

3 Детальные геологические обследования грунтов на каждом участке могут производиться непосредственно получившей земельный участок Стороной или, по ее просьбе, местными организациями в соответствии с планами и техническими условиями, разработанными ее ответственными архитекторами и инженерами. Стороны оплатят стоимость заказываемых ими работ по детальному обследованию грунтов на земельном участке, получаемом каждой Стороной.

Ш. Проектная документация

I. Соответствующие Стороны сами разрабатывают проектные предложения (эскизные проекты) и более детальные планы, включая спецификации строительства зданий своих Посольств.

Соответствующие Стороны могут выполнить эти проектные работы проектными фирмами или организациями по своему выбору из одной или обеих стран.

2. Каждая Сторона представит на одобрение другой Стороной, предоставившей земельный участок, следующую проектную документацию:

А. Для предварительного согласования - эскизные проекты, включающие:

а) объемно-планировочное решение (перспектива), показывающее застройку всего участка,

б) генплан участка,

в) поэтажные планы зданий;

г) фасады и основные разрезы зданий;

д) краткую пояснительную записку, включающую описание основных применяемых материалов, на русском и английском языках (содержание записки желательно изложить прямо на чертежах)

Соответствующие Стороны должны в разумный срок в рабочем порядке одобрить или отклонить (с детальным объяснением всех причин) предварительный проект (эскиз).

Б. Для окончательного согласования - более детальные планы, включающие:

а) ситуационный план участка,

б) генплан участка,

в) поэтажные планы зданий;

г) фасады и разрезы зданий;

д) основные архитектурные и конструктивные решения зданий (наружные стены, крыши, несущие конструкции),

е) типовые планы и схемы систем кондиционирования воздуха, отопления, водопровода и канализации в зданиях;

ж) типовые планы и схемы электрической и телефонной системы;

з) перечень отделочных материалов и оборудования, поставляемых из собственной страны или третьих стран;

и) пояснительная записка на русском и английском языках по всем разделам проекта в отношении применяемых материалов.

Соответствующие Стороны должны в разумный срок в рабочем порядке одобрить окончательный проект.

В. После одобрения окончательного проекта дальнейшая разработка или необходимый перевод на местные языки и стандарты технической документации, включая рабочие чертежи и спецификации, будет выполняться в соответствии с принципом постадийного осуществления строительства, изложенным в Статье IУ.

IУ. Осуществление строительства

I. Строительство комплексов зданий и сооружений Посольств будет осуществляться в две стадии.

Стадия I включает:

а) выполнение работ, перечисленных в пунктах I и 2 Статьи I и в пункте 3 Статьи П;

б) прокладку наружных коммуникаций и благоустройство на участке,

в) перевод технической документации на местный язык и местные стандарты, включая окончательные рабочие чертежи для всех видов работ, которые должны осуществляться местными источниками на данной стадии;

г) Работы на участке:

выемка грунта, заполнение, заравнивание, прокладка дорог, благоустройство, проведение коммуникаций;

Строительные работы:

закладка фундамента,

каркас зданий, включая полы,

стены и каркас крыши,

гидроизоляция фундамента,

внутренние стены, не несущие нагрузки, и перегородки (кирпич, бетон, пустотельные блоки)

облицовка зданий

д) провода, трубопроводы, воздухопроводы и рукава, которые встроены в структуру стен и перегородок.

Стадия 2 включает:

а) перевод технической документации на местный язык и местные стандарты, включая окончательные рабочие чертежи для всех видов работ, которые должны осуществляться местными источниками на данной стадии;

б) выполнение внутренних отделочных работ:
- штукатурные и малярные работы,
- установка дверей и ворот,
- настилка покрытия полов,
- отделка стен и поверхности перегородок,
- отделка потолков;

в) художественные работы;

г) монтаж оборудования:
- лифтов,
- систем кондиционирования,
- телефонов и телефонных станций,
- радио,
- холодильного оборудования,
- кухонного оборудования,
- санитарного оборудования,
- отопительного оборудования,
- прокладка кабелей (не встроенных), проводов и электрооборудования;

д) оконные переплеты;
е) скобяные изделия;
ж) столярные работы;
з) кровельные покрытия, за исключением каркаса крыши;
и) стекло.

Конкретные перечни работ, выполняемых на Стадиях I и 2, Стороны согласуют в процессе согласования проектов и разработки технической документации, но не позже 5 месяцев со дня одобрения окончательных проектов.

2. Учитывая условия взаимности, особенности проектирования, технологии и методов возведения зданий, принятых в каждой из договаривающихся Сторон, а также экономические факторы, выпол-

нение работ Стадии I осуществляется силами местных проектных и строительных организаций или фирм из местных строительных материалов. Однако Стороны могут выбирать и поставлять материал для облицовки фасада, что будет решено во время согласования окончательного проекта.

Для осуществления работ Стадии I соответствующие Стороны выбирают генерального подрядчика из числа местных фирм или организаций и заключают контракты с ними по своему усмотрению при посредничестве соответственно Государственного Департамента США и Министерства иностранных дел СССР

3. Выполнение работ Стадии 2 осуществляется по усмотрению каждой Стороны либо силами местных организаций, либо собственными силами. Монтаж оборудования, импортируемого из третьих стран, может выполняться специалистами из этих стран или организациями и фирмами Сторон.

4. Соответствующие Стороны могут начать строительство зданий и сооружений на предоставленных участках после того, как другая Сторона одобрит окончательный проект Дата начала строительства будет определена путем обмена нотами.

5. Строительство посольских комплексов будет осуществляться на основе контрактов, заключенных с выбранными фирмами или организациями, с учетом строительных норм и правил, технологии и методов возведения зданий, принятых в каждой из договаривающихся Сторон. Однако Стороны, для которых ведется строительство, могут, если они того пожелают, увеличить нормативные нагрузки.

6. Сторона, предоставляющая участок, будет содействовать приобретению и доставке местных материалов и оборудования, необходимых для строительства зданий соответствующих комплексов Посольств. Пригодность строительных материалов и оборудования и качество законченных работ будут определяться соответствующей Стороной для своего проекта.

7. Каждая Сторона может беспошлинно завозить для строительства комплексов зданий своего Посольства изделия, материалы и оборудование для выполнения работ на Стадии 2, материалы для облицовки фасадов зданий, если будет принято такое решение, а также инструмент и приспособления для установки ввозимого оборудования и материалов, направляя их в адрес Посольства.

Перечень ввозимого оборудования и материалов будет согласован Сторонами при утверждении окончательного проекта. Сроки поставки этих материалов и оборудования будут сообщены друг другу не позднее, чем за 3 месяца до их ввоза.

Стороны окажут содействие в беспрепятственном ввозе и доставке грузов к месту строительства.

8. На основе контрактов, заключенных с генеральным подрядчиком и субподрядчиками, Посольство СССР в США и Посольство США в СССР имеют право на предоставленных участках осуществлять технический контроль и надзор в любое время от начала строительства и до сдачи всех зданий Стороне, для которой они строятся. Необходимые городские инспекторы и представители генерального подрядчика будут иметь право осуществлять на второй Стадии переодическую инспекцию в сопровождении представителей Стороны, для которой здание строится.

Для соблюдения местных строительных норм, оказания различного вида услуг, а также обеспечения необходимых консультаций, связанных с выполнением общестроительных работ, Сторона, предоставившая участок, будет оказывать, в случае просьбы, необходимую помощь и содействие при выполнении другой Стороной работ на Стадии 2.

За противопожарное состояние и технику безопасности отвечает Сторона, чьи организации выполняют работы.

9. Для осуществления технического контроля и надзора за проектированием и строительством зданий своего Посольства каждая Сторона может содержать в процессе проектирования и строительства взаимно согласованное разумное количество административного и

инженерно-технического персонала, а также инструкторов по облицовке для ознакомления и демонстрации метода облицовки фасада, если будет использован не местный материал, а на Стадии 2 также и взаимно согласованное количество рабочих, нужных для последовательного выполнения работ, не выполненных местными подрядчиками. Численность указанного персонала будет определена на период проектных и строительных работ (Стадия I) при согласовании эскизного проекта, а на период отделочных работ и монтажных работ при окончательном одобрении и согласовании объемов работ по Стадии 2.

Назначенные административные и инженерно-технические работники по наблюдению за строительством и строительные рабочие, являющиеся гражданами направившей их страны, будут считаться временно прикомандированными к Посольству своего Государства и будут вправе пользоваться таким же иммунитетом и такими же привилегиями, какие предоставлены соответствующим категориям сотрудников Посольств.

Правительство, которое предоставляет участок, будет способствовать обеспечению подходящим жильем персонала другой Стороны, связанного со строительством.

10. Стоимость проектирования и строительства зданий Посольства СССР в США и Посольства США в СССР и порядок расчетов за производимые местными организациями работы будут определены в соответствии с обычной процедурой строительных подрядов при заключении контрактов.

Настоящее Соглашение вступает в силу в день его подписания.

Подписано в Вашингтоне 4 декабря 1972 года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу

ПО УПОЛНОМОЧИЮ ПРАВИТЕЛЬСТВА СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ	ПО УПОЛНОМОЧИЮ ПРАВИТЕЛЬСТВА СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК
Warren Christopher	A. Dobrynin

Приложение

ДАННЫЕ ОБ УЧАСТКЕ

I. Топографическая съемка до расчистки участка

Правительство, которое передает участок, предоставит в течение четырех месяцев со дня подписания Соглашения об обмене участками данные топографической съемки, включая следующие основные данные:

А. Отметки уровня

I. Две постоянные отметки уровня будут установлены на границе участка или в удобной близости от него.

2. Отметки уровня должны увязываться с данными существующих местных отметок.

Б. Высоты

I. Если препятствия на самом участке не позволяют съемки, необходимой для составления контурного плана и сетки разреза, то топографическая съемка на участке, проведенная до его расчистки, покажет разницу высот с интервалами, не превышающими трех футов или одного метра.

2. Контуры сетки должны проводиться через предлагаемые новые улицы, граничащие с участком, и должны показать следующее:

а) центральную линию улиц по отношению к границе участка,

б) ширину всей полосы улицы;

в) ширину улицы с твердым покрытием;

г) расположение тротуара и его ширину;

д) расчетные высоты для каждого изменения высоты через интервалы в три фута или один метр вдоль центральной линии улицы и границы владения;

е) профиль улицы от одной границы владения до другой.

В. Смежные здания и сооружения

Все остальные топографические данные об окружающей местности, необходимые для соблюдения местных правил.

Г. Присоединение к городским коммунальным сооружениям.

I Показать места присоединения и сечения канализационных линий и водостоков.

2. Показать сечения, места присоединения к системам водо-, газо-, теплоснабжения и иных видов коммунального обслуживания.

3. Показать типы и размеры покрытия мостовой, обочин, тротуаров, канав и т.п.

4. Обозначить местонахождение колодцев с указанием обратных высот.

5. Показать местонахождение всех пожарных гидрантов, фонарных столбов и столбов телефонных и электрических линий.

Д. Чертежи

I. Должны быть выполнены на кальке или на толстой целлюлозоацетатной бумаге или на заменяющем их материале

2. Может быть использован любой подходящий масштаб не мельче масштаба I дюйм = 50 футам, при условии четкого обозначения всех деталей.

3. Показать местонахождение отметок уровня, высот и справочных данных.

4. Дать название района, графическую шкалу масштаба, стрелку, указывающую север или меридиан и т.д.

П. Топографическая съемка после расчистки участка.

После расчистки участков на Маунт-Альто в Вашингтоне и на Конюшковской улице в Москве от всех существующих наземных сооружений и последующей засыпки котлованов и ям Правительство, которое передает участок, предоставит данные топографической съемки, подготовленные с учетом требований, перечисленных выше в пункте I, но с включением следующих дополнительных данных, если они не были представлены ранее:

а) Высоты участка должны наноситься либо в виде контура, либо в виде сетки разреза.

б) Расстояния между контурными линиями не должны превышать трех футов или одного метра. В случае использования системы сетки разреза, линии сетки должны быть расположены с интервалами, не превышающими 25 футов или 7,5 метра, с указанием высот в каждом пересечении линии сетки.

UNION OF SOVIET SOCIALIST REPUBLICS

Maritime Matters

Agreement, with annexes, signed at Washington October 14, 1972;
Entered into force November 22, 1972.
With related letters
Signed at Washington October 14, 1972;
And memorandums of understanding
Signed at Washington November 22, 1972, and
December 15, 1972.

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AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
REGARDING CERTAIN MARITIME MATTERS

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

Being desirous of improving maritime relations between the United States and the Soviet Union, particularly through arrangements regarding port access and cargo carriage by sea; and

Acting in accordance with Article Seven of the Basic Principles of Relations Between the United States of America and the Union of Soviet Socialist Republics, signed in Moscow on May 29, 1972,[1]

Have agreed as follows:

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

ARTICLE 1

For purposes of this Agreement.

a. "Vessel" means a vessel sailing under the flag of a Party, registered in the territory of that Party, or which is an unregistered vessel belonging to the Government of such Party, and which is used for·

(i) Commercial maritime shipping, or

(ii) Merchant marine training purposes, or

(iii) Hydrographic, oceanographic, meteorological, or terrestrial magnetic field research for civil application.

b. "Vessel" does not include:

(i) Warships as defined in the 1958 Geneva Convention on the High Seas;[1]

(ii) Vessels carrying out any form of state function except for those mentioned under paragraph a of this Article.

ARTICLE 2

This Agreement does not apply to or affect the rights of fishing vessels, fishery research vessels, or fishery support vessels. This Agreement does not affect existing arrangements with respect to such vessels.

ARTICLE 3

The ports on the attached list of ports of each Party (Annexes I and II, which are a part of this Agreement) are open to access by all vessels of the other Party.

[1] TIAS 5200; 13 UST 2312.

ARTICLE 4

Entry of all vessels of one Party into such ports of the other Party shall be permitted subject to four days' advance notice of the planned entry to the appropriate authority

ARTICLE 5

Entry of all vessels referred to in subparagraphs a(ii) and a(iii) of Article 1 into the ports referred to in Article 3 will be to replenish ships' stores or fresh water, obtain bunkers, provide rest for or make changes in the personnel of such vessels, and obtain minor repairs and other services normally provided in such ports, all in accordance with applicable rules and regulations.

ARTICLE 6

Each Party undertakes to ensure that tonnage duties upon vessels of the other Party will not exceed the charges imposed in like situations with respect to vessels of any other country

ARTICLE 7

While recognizing the policy of each Party concerning participation of third flags in its trade, each Party also recognizes the interest of the other in carrying a substantial part of its foreign trade in vessels of its own registry, and thus both Parties intend that their national flag vessels will each carry equal and substantial shares of the trade between the two nations in accordance with Annex III which is a part of this Agreement.

ARTICLE 8

Each Party agrees that, where it controls the selection of the carrier of its export and import cargoes, it will provide to vessels

under the flag of the other Party participation equal to that of vessels under its own flag in accordance with the agreement in Annex III.

ARTICLE 9

The Parties shall enter into consultations within fourteen days from the date a request for consultation is received from either Party regarding any matter involving the application, interpretation, implementation, amendment, or renewal of this Agreement.

ARTICLE 10

This Agreement shall enter into force on January 1, 1973, provided that this date may be accelerated by mutual agreement of the Parties.[1] The Agreement will remain in force for the period ending December 31, 1975, provided that the Agreement may be terminated by either Party The termination shall be effective ninety days after the date on which written notice of termination has been received.

[1] Nov. 22, 1972.

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

DONE at Washington this fourteenth day of October, 1972, in duplicate in the English and Russian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Peter G. Peterson
Secretary of Commerce

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

Timofey B. Guzhenko
Minister of Merchant Marine

ANNEX I

PORTS OF THE UNITED STATES OF AMERICA
OPEN TO CALLS UPON NOTICE

1. Skagway, Alaska
2. Seattle, Washington
3. Longview, Washington
4. Corpus Christi, Texas
5. Port Arthur, Texas
6. Bellingham, Washington
7. Everett, Washington
8. Olympia, Washington
9. Tacoma, Washington
10. Coos Bay (including North Bend), Oregon
11. Portland (including Vancouver, Washington), Oregon
12. Astoria, Oregon
13. Sacramento, California
14. San Francisco (including Alameda, Oakland, Berkeley, Richmond), California
15. Long Beach, California
16. Los Angeles (including San Pedro, Wilmington, Terminal Island), California
17. Eureka, California
18. Honolulu, Hawaii
19. Galveston/Texas City, Texas
20. Burnside, Louisiana
21. New Orleans, Louisiana
22. Baton Rouge, Louisiana

23. Mobile, Alabama

24. Tampa, Florida

25. Houston, Texas

26. Beaumont, Texas

27. Brownsville, Texas

28. Ponce, Puerto Rico

29. New York (New York and New Jersey parts of the Port of New York Authority), New York

30. Philadelphia, Pennsylvania (including Camden, New Jersey)

31. Baltimore, Maryland

32. Savannah, Georgia

33. Erie, Pennsylvania

34. Duluth, Minnesota/Superior, Wisconsin

35. Chicago, Illinois

36. Milwaukee, Wisconsin

37. Kenosha, Wisconsin

38. Cleveland, Ohio

39. Toledo, Ohio

40. Bay City, Michigan

ANNEX II

PORTS OF THE UNION OF SOVIET SOCIALIST REPUBLICS
OPEN TO CALLS UPON NOTICE

1. Murmansk
2. Onega
3. Arkhangel'sk
4. Mezen'
5. Nar'yan-Mar
6. Igarka
7. Leningrad
8. Vyborg
9. Pyarnu
10. Riga
11. Ventspils
12. Klaipeda
13. Tallinn
14. Vysotsk
15. Reni
16. Izmail
17. Kiliya
18. Belgorod-Dnestrovskiy
19. Il'ichevsk
20. Odessa
21. Kherson
22. Novorossiysk
23. Tuapse

24. Poti
25. Batumi
26. Sochi
27. Sukhumi
28. Yalta
29. Zhdanov
30. Berdyansk
31. Nakhodka
32. Aleksandrovsk-Sakhalinskiy
33. Makarevskiy Roadstead (Roadstead Doue)
34. Oktyabr'skiy
35. Shakhtersk
36. Uglegorsk
37. Kholmsk
38. Nevel'sk
39. Makarov Roadstead
40. Poronaysk

ANNEX III

SUPPLEMENTAL AGREEMENT ON NATIONAL FLAG CARGO CARRIAGE

WHEREAS, each Party recognizes the policy of the other concerning the participation of third flags in its trade, each Party also recognizes the interest of the other in carrying a substantial part of its foreign trade in vessels of its own registry and thus both Parties intend that their national flag vessels will each carry equal and substantial shares of the trade between the two nations in accordance with this Annex, and

WHEREAS, each Party has agreed that, where it controls the selection of the carrier for its export and import cargoes, it will provide to vessels under the flag of the other Party participation equal to that of vessels under its own flag, it is agreed as follows:

1. DEFINITIONS

For the purpose of this Annex and the Agreement of which this Annex is a part:

a. "Substantial share of the trade between the two nations" means not less than one-third of bilateral cargoes.

b. "Bilateral cargo" means any cargo, the shipment of which originates in the territory of one Party and moves in whole or in part by sea to a destination in the territory of the other Party, whether by direct movement or by transshipment through third countries.

c. "Controlled cargo" means any bilateral cargo with respect to which a public authority or public entity of either Party or their agents has the power of designating the carrier or the flag of carriage at any time prior to such designation, and includes.

(i) on the United States side all bilateral cargo which a public authority or public entity of the United States has or could have the power at any time to designate the flag of carriage pursuant to cargo preference legislation, and

(ii) on the Soviet side all bilateral cargo imported into or exported from the territory of the USSR where a commercial body or other authority or entity of the USSR has or could have the power at any time to designate the carrier.

d. "Accountable liner share" means the U.S. dollar freight value of liner carryings of controlled cargo by vessels under the flag of each Party, computed for accounting purposes using the conference rates in effect at the time of carriage or, in the absence of such rates, using other rates to be agreed between the two Parties.

e. "Accountable charter share" means the U.S. dollar freight value of carryings under contracts or arrangements covering the carriage of controlled cargo by vessels under the flag of each Party, which are not in liner service, computed for accounting purposes at rates to be agreed between the Parties. Accountable charter share will not include movements of any bulk cargoes in shipload lots of 8,000 long tons or more from the Union of Soviet Socialist Republics to the United States that are carried by the national flag vessels of either Party provided the conditions stated in subparagraph b of paragraph 3 of this Annex have been complied with.

f. "Accounting period" means a calendar year or any portion of an incomplete calendar year during which this Agreement is in effect.

2. GENERAL OPERATING RULES

a. Each Party undertakes to ensure that its controlled cargo is directed in a manner which

(i) provides to vessels under the flag of the other Party an accountable liner share and an accountable charter share equal in each category to those of vessels under its flag, and which continually maintains parity during each accounting period, and

(ii) is consistent with the intention of the Parties that their national flag vessels will each carry not less than one-third of bilateral cargoes.

b. To the extent that bilateral cargo that is not controlled cargo is carried in a manner which does not maintain parity between national flag vessels, computed in accordance with the principles specified in subparagraphs d and e of paragraph 1 of this Annex, the excess of such carriage will be added to the accountable liner share or accountable charter share, as the case may be, of the overcarrier and will be offset to the extent possible by an entitlement of a compensating share of controlled cargo in the appropriate category to the undercarrier.

c. Whenever vessels under the flag of one Party are not available to carry controlled cargo offered for carriage between ports served by such vessels with reasonable notice and upon reasonable terms and conditions of carriage, the offering Party shall be free to direct such cargo to its national flag or to third flag vessels. Cargo so directed to the offering Party's national flag vessels will not be included in its accountable liner share or accountable charter share for purposes of

subparagraph a(i) of paragraph 2 of this Annex, if the designated representative of the other Party certifies that its national flag vessels were in fact unavailable at the time of the offer.

d. Cargo not carried in the vessels of a Party because of nonavailability of a vessel shall nonetheless be included in bilateral cargo for purposes of subparagraph a(ii) of paragraph 2 of this Annex, and controlled cargo shall continue to be directed to meet the undertakings of said subparagraph. To the extent that deficiencies in meeting the undertakings in such subparagraph exist at the end of an accounting period because of unavailability of vessels of a Party which the representative of that Party has certified were unavailable as provided above in subparagraph c of paragraph 2, the other Party shall not be required to make up such deficiency in the following accounting period.

e. To the extent consistent with the foregoing provisions of this paragraph 2, each Party is free to utilize the services of third flag shipping for the carriage of controlled cargo.

3. SPECIAL BULK CARGO RULES

a. When controlled bulk cargo is carried from the United States to the Union of Soviet Socialist Republics by U.S.-flag vessels, such cargo shall be carried at a mutually acceptable rate, provided that this shall not prevent the offering and fixing of a lower rate if such lower rate is accepted by a U.S.-flag carrier at the time of offering.

b. It is recognized that movements of any bulk cargoes in shipload lots of 8,000 long tons or more from the Union of Soviet Socialist Republics to the United States shall be carried at the

then current market rates. In furtherance of this objective, an equivalent quantity of such controlled cargoes as are offered to Soviet-flag vessels will be offered to U.S.-flag vessels at the current charter market rate and with reasonable notice. Any offerings of such cargoes that are not accepted by U.S.-flag vessels may be carried by Soviet-flag vessels or other vessels.

4. IMPLEMENTATION

a. Each Party shall designate a representative for implementation of the principles and rules of this Annex, the representative of the United States being the Maritime Administration, Department of Commerce, and the representative of the Union of Soviet Socialist Republics being the Ministry of Merchant Marine. Each Party shall authorize its representative to take action under its laws and procedures, and in consultation with the designated representative of the other Party, to implement this Annex as well as to remedy any departures from the agreed operating rules.

b. The Parties further agree that the designated representatives shall.

(i) meet annually for a comprehensive review of the movement of bilateral cargo and for such other purposes related to the Agreement as may be desirable;

(ii) engage in such consultations, exchange such information and take such action as may be necessary to insure effective operation of this Annex and the Agreement of which this Annex is a part;

(iii) make mutually satisfactory arrangements or adjustments, including adjustments between accounting shares

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and accounting periods, to carry out at all times the objectives of this Annex and the Agreement of which this Annex is a part. Any departures from such objectives shall be accommodated on a calendar quarterly basis to the extent possible and in no event shall departures be permitted to continue beyond the first three months of the next accounting period; and

(iv) resolve any other problems in the implementation of this Annex and the Agreement of which this Annex is a part.

5. COMMERCIAL ARRANGEMENTS

a. The Parties recognize that, pursuant to their respective laws or policies, carriers under their flags may enter into commercial arrangements for the service and stabilization of the trade between them which shall not unduly prejudice the rights of third-flag carriers to compete for the carriage of controlled cargo between the territories of the Parties.

b. Such commercial arrangements shall not relieve the Parties of their obligations under this Annex and the Agreement of which this Annex is a part.

СОГЛАШЕНИЕ
МЕЖДУ ПРАВИТЕЛЬСТВОМ СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ И ПРАВИТЕЛЬСТВОМ СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК
ПО НЕКОТОРЫМ ВОПРОСАМ МОРСКОГО СУДОХОДСТВА

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

ЖЕЛАЯ СОДЕЙСТВОВАТЬ улучшению морских связей между Соединенными Штатами и Советским Союзом, в частности, в том, что касается вопросов доступа в порты и перевозки грузов морем,

ДЕЙСТВУЯ в соответствии со Статьей 7 Основ взаимоотношений между Соединенными Штатами Америки и Союзом Советских Социалистических Республик, подписанных в Москве 29 мая 1972 года,

СОГЛАСИЛИСЬ о нижеследующем:

Статья I

Для целей настоящего Соглашения:

a. "Судно" - означает судно, плавающее под флагом одной из Сторон, зарегистрированное на территории этой Стороны или принадлежащее Правительству этой Стороны незарегистрированное судно, которое используется для:

(i) коммерческого морского судоходства,

(ii) учебных целей торгового флота,

(iii) гидрографических, океанографических, метеорологических исследований или исследований магнитного поля земли в гражданских целях.

b. "Судно" не включает:

(i) военные суда, как это определено в Женевской конвенции 1958 года об Открытом море,

(ii) суда, выполняющие любые формы государственных функций, за исключением упомянутых в пункте "a" настоящей Статьи.

Статья 2

Настоящее Соглашение не применяется к рыбопромысловым судам, исследовательским судам рыболовства или вспомогательным судам рыболовного флота. Настоящее Соглашение не затрагивает существующей договоренности относительно таких судов.

Статья 3

Порты в приложенном списке портов каждой из Сторон (Приложения I и П, являющиеся частью настоящего Соглашения) открыты для доступа всех судов другой Стороны.

Статья 4

Заход всех судов одной Стороны в такие порты другой Стороны будет разрешен при условии заблаговременного уведомления соответствующих властей за 4 дня до планируемого захода.

Статья 5

Заход всехсудов, упомянутых в подпунктах "а(ii)" и "а (iii)" Статьи I, в порты, упомянутые в Статье 3, будет осуществляться для пополнения судовых запасов или пресной воды, получения бункера, отдыха или замены персонала таких судов, мелкого ремонта или других услуг, обычно предоставляемых в таких портах; все упомянутое имеет место в соответствии с действующими правилами и положениями.

Статья 6

Каждая из Сторон обязуется обеспечить применение к судам другой Стороны таких тоннажных (корабельных) сборов, которые не будут превышать сборов, применяемых в подобных случаях к судам любой другой страны.

Статья 7

Признавая политику каждой из Сторон относительно участия третьих флагов в ее торговле, каждая Сторона признает также заинтересованность другой Стороны в перевозках существенной части грузов ее внешней торговли на судах ее собственной регистрации и, таким образом, обе Стороны намерены, чтобы суда под их национальными флагами перевозили равные и существенные доли грузов в торговле между двумя странами, в соответствии с Приложением Ш, являющимся частью настоящего Соглашения.

Статья 8

Каждая из Сторон соглашается, что там, где она контролирует выбор перевозчика своих экспортных и импортных грузов, она обеспечит судам под флагом другой Стороны участие, равное таковому для судов под ее собственным флагом в соответствии с договоренностью, изложенной в Приложении Ш.

Статья 9

Стороны будут вступать в консультации в течение четырнадцати дней со дня поступления предложения о консультации от любой из Сторон по любому вопросу, относящемуся к применению, толкованию, исполнению, дополнению или возобновлению настоящего Соглашения.

Статья 10

Настоящее Соглашение вступит в силу 1 января 1973 года, с условием, что эта дата может быть перенесена на более ранний срок при взаимном согласии Сторон.

Соглашение будет оставаться в силе в течение периода, заканчивающегося 31 декабря 1975 года.

Действие Соглашения может быть прекращено любой из Сторон. Соглашение утрачивает силу через 90 дней после получения одной из Сторон письменного уведомления об этом от другой Стороны.

В УДОСТОВЕРЕНИЕ ВЫШЕИЗЛОЖЕННОГО, нижеподписавшиеся, должным образом уполномоченные своими соответствующими Правительствами, подписали настоящее Соглашение.

Совершено "14" октября 1972 года в Вашингтоне в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство Соединенных Штатов Америки

Peter G. Peterson

П.Г.ПИТЕРСОН

Министр торговли

За Правительство Союза Советских Социалистических Республик

Т. Гуженко

Т.ГУЖЕНКО

Министр морского флота

ПРИЛОЖЕНИЕ I

ПОРТЫ СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ,
ОТКРЫТЫЕ ДЛЯ ЗАХОДОВ ПО УВЕДОМЛЕНИЮ

I. Скагвэй, Аляска
2. Сиэттл, Вашингтон
3. Лонвью, Вашингтон
4. Корпус Кристи, Техас
5. Порт Артур, Техас
6. Биллингэм, Вашингтон
7. Эверетт, Вашингтон
8. Олимпия, Вашингтон
9. Такома, Вашингтон
I0. Кус Бэй (включая Норс Бенд), Орегон
II. Портлэнд (включая Ванкувер, Вашингтон),Орегон
I2. Астория, Орегон
I3. Сакраменто, Калифорния
I4. Сан-Франциско (включая Аламеда, Оклэнд, Беркели, Ричмонд), Калифорния
I5. Лонг Бич, Калифорния
I6. Лос Анджелес (включая Сан Педро, Вилмингтон, Терминал Айленд), Калифорния
I7. Юрека, Калифорния
I8. Гонолулу, Гавайи
I9. Галвестон / Тексас Сити, Техас
20. Бернсайд, Луизиана

21. Нью Орлеан, Луизиана
22. Батон Руж, Луизиана
23. Мобил, Алабама
24. Тампа, Флорида
25. Хьюстон, Техас
26. Бюмонт, Техас
27. Браунсвиль, Техас
28. Понсэ, Пуэрто Рико
29. Нью-Йорк (районы Нью-Йорк и Нью Джерси, подчиненные управлению порта Нью-Йорк), Нью-Йорк
30. Филадельфия, Пенсильвания (включая Кэмдэн, Нью Джерси)
31. Балтимор, Мэриленд
32. Саванна, Джоржия
33. Эри, Пенсильвания
34. Дулут, Миннесота / Супирирр, Висконсин)
35. Чикаго, Иллинойс
36. Милвуоки, Висконсин
37. Кеноша, Висконсин
38. Кливленд, Огайо
39. Толедо, Огайо
40. Бэй Сити, Мичиган

ПРИЛОЖЕНИЕ II

Порты Союза Советских Социалистических Республик, открытые для заходов по уведомлению

I. Мурманск
2. Онега
3. Архангельск
4. Мезень
5. Нарьян-Мар
6. Игарка
7. Ленинград
8. Выборг
9. Пярну
10. Рига
11. Вентспилс
12. Клайпеда
13. Таллин
14. Высоцк
15. Рени
16. Измаил
17. Килия
18. Белгород-Днестровский
19. Ильичевск
20. Одесса
21. Херсон
22. Новороссийск
23. Туапсе
24. Поти
25. Батуми
26. Сочи
27. Сухуми
28. Ялта
29. Жданов
30. Бердянск
31. Находка
32. Александровск-Сахалинский
33. Рейд Макарьевский (рейд Дуэ)
34. Октябрьский
35. Шахтерск
36. Углегорск
37. Холмск
38. Невельск
39. Рейд Макарова
40. Поронайск

ПРИЛОЖЕНИЕ III

ДОПОЛНИТЕЛЬНОЕ СОГЛАШЕНИЕ О ПЕРЕВОЗКАХ ГРУЗОВ ПОД НАЦИОНАЛЬНЫМ ФЛАГОМ

ПРИНИМАЯ ВО ВНИМАНИЕ, что каждая Сторона признает политику другой Стороны относительно участия третьих флагов в ее торговле, каждая Сторона признает также заинтересованность другой Стороны в перевозках существенной части грузов ее внешней торговли на судах ее собственной регистрации и, таким образом, обе Стороны намерены, чтобы суда под их национальными флагами перевозили равные и существенные доли грузов в торговле между двумя странами, в соответствии с настоящим Приложением, и

ПРИНИМАЯ ВО ВНИМАНИЕ согласие Сторон о том, что там, где каждая Сторона контролирует выбор перевозчика для своих экспортных и импортных грузов, она будет обеспечивать судам под флагом другой Стороны участие равное таковому для судов под ее собственным флагом,

Стороны договорились о следующем:

I. ОПРЕДЕЛЕНИЯ

Для целей настоящего Приложения и Соглашения, частью которого это Приложение является:

a. "Существенная доля" грузов в торговле между двумя странами означает не менее одной трети двусторонних грузов.

b. "Двусторонний груз" означает любой груз, отправленный с территории одной Стороны и перемещаемый полностью или частично морем в место назначения на территории другой Стороны прямым сообщением или с перевалкой через третьи страны.

c. "Контролируемый груз" означает любой двусторонний груз, в отношении которого власти или организации любой из Сторон или их агенты имеют право назначить перевозчика или флаг перевозчика в любой момент до такого назначения, и включает:

(i) со стороны Соединенных Штатов все двусторонние грузы, в отношении которых власти или организации Соединенных Штатов имеют или могли бы иметь право назначить флаг перевозчика в соответствии с законодательством о грузовых преференциях, и

(ii) со стороны Советского Союза все двусторонние грузы, ввезенные или вывезенные с территории СССР, где коммерческое предприятие, власти или другие организации имеют или могли бы иметь право в любой момент назначить перевозчика.

d. "Расчетная доля линейных перевозок" означает выраженную в долларах США стоимость фрахта линейных перевозок контролируемых грузов судами под флагом каждой Стороны, исчисленную для расчетных целей с использованием действующих на момент перевозки конференциальных тарифов или, при отсутствии таких тарифов, с использованием других ставок, которые будут согласованы двумя Сторонами.

e. "Расчетная доля перевозок по чартерам" означает выраженную в долларах США стоимость фрахта за перевозку по контрактам или по договоренности, покрывающей перевозку контролируемых грузов судами, под флагом каждой из Сторон не занятыми на линиях, исчисленную для расчетных целей по ставкам, которые будут согласованы между Сторонами. Расчетная доля перевозок по чартерам не будет включать перевозки любого навалочного груза пароходными партиями в 8000 англотонн или более из Союза Советских Социалистических Республик в Соединенные Штаты Америки, который перевозится судами национального флага любой из Сторон при выполнении условий, установленных в пункте 3b настоящего Приложения.

f. "Расчетный период" означает календарный год или любую часть неполного календарного года, в течение которого настоящее Соглашение действует.

2. ОБЩИЕ ПРАВИЛА ПРИМЕНЕНИЯ СОГЛАШЕНИЯ

a. Каждая Сторона обязуется обеспечить направление своих контролируемых грузов таким образом, чтобы

(i) судам под флагом другой Стороны предоставлялась расчетная доля линейных перевозок и расчетная доля перевозок по чартерам, равная для каждой категории таких грузов, предоставляемых судам под собственным флагом, и постоянно поддерживался паритет в течение каждого расчетного периода;

(ii) это соответствовало намерению Сторон, чтобы суда каждого из двух национальных флагов перевозили не менее одной трети двусторонних грузов.

b. В том, что касается двустороннего груза, не являющегося контролируемым грузом и перевозимого способом, который не обеспечивает паритета между судами двух национальных флагов, рассчитанного в соответствии с принципами, указанными в пункте I d и I e настоящего Приложения, то превышение таких перевозок будет добавляться соответственно к расчетной доле линейных перевозок или расчетной доле перевозок по чартерам перевозчика, превысившего свою долю, и будет возмещено добавлением в возможных пределах в соответствующую категорию другого перевозчика путем компенсирующей доли контролируемого груза.

c. В случаях, когда суда под флагом одной Стороны не могут быть предоставлены при достаточно заблаговременном уведомлении и на достаточно приемлемых условиях для перевозки контролируемых грузов, предложенных к перевозке между портами, обслуживаемыми такими судами, предлагающая Сторона будет свободна направлять такие грузы на суда национального флага или третьих флагов. Грузы, направленные таким образом на судах национального флага предлагающей Стороны, не будут включаться в ее расчетную долю перевозок по чартерам или расчетную долю линейных перевозок для целей подпараграфа 2 a (i) настоящего Приложения если

уполномоченный представитель другой Стороны удостоверит, что в момент предложения суда ее национального флага не могли быть предоставлены.

d. Груз, не перевезенный судами одной из Сторон из-за отсутствия судов будет, тем не менее, включен в двусторонний груз для целей подпараграфа 2 а (ii) данного Приложения и контролируемый груз будет продолжать направляться таким образом, чтобы выполнить условие упомянутого подпараграфа. В тех пределах, в которых невыполнение обязательств согласно указанному подпараграфу образуется на конец расчетного периода из-за отсутствия судов одной из Сторон, которое было подтверждено представителем этой Стороны, как предусмотрено выше в подпараграфе 2 с, другая Сторона не будет обязана восполнить такую разницу в следующем расчетном периоде.

e. В пределах, совместимых с условиями настоящего параграфа 2, каждая из Сторон свободна в использовании услуг судов третьих флагов для перевозки контролируемых грузов.

3. СПЕЦИАЛЬНЫЕ ПРАВИЛА ДЛЯ НАВАЛОЧНЫХ ГРУЗОВ

a. Если контролируемый груз перевозится из США в СССР судами под флагом США, то такая перевозка будет осуществляться по взаимно согласованным ставкам с тем, однако, что это не будет препятствовать предложениям и фиксированию более низких фрахтовых ставок, если такие более низкие ставки приняты перевозчиком под флагом США на момент предложения.

b. Признано, что перевозки любых навалочных грузов пароходными партиями от 8000 англотонн или более из Союза Советских Социалистических Республик в Соединенные Штаты Америки будут осуществляться по текущим рыночным фрахтовым ставкам.Для достижения этих целей эквивалентное количество такого контролируемого груза, которое предложено судам под советским флагом, будет предложено судам под флагом США по текущим рыночным

фрахтовым ставкам и с достаточно заблаговременным уведомлением. Любое предложение таких грузов, не принятое судами под флагом США, может быть передано судам советского флага или иным судам.

4. ИСПОЛНЕНИЕ

a. Каждая Сторона назначает представителя для исполнения принципов и правил настоящего Приложения; представителем Союза Советских Социалистических Республик является Министерство морского флота, а представителем Соединенных Штатов Америки является Морская Администрация Министерства Торговли. Каждая Сторона уполномочит своего представителя предпринимать меры в рамках ее законов и процедур и по консультации с представителем, назначенным другой Стороной, исполнять настоящее Приложение, так же как и устранять любые отступления от согласованных Правил распределения (грузов).

b. Стороны согласились далее, что назначенные представители будут:

(i) ежегодно встречаться для всестороннего рассмотрения перевозок двусторонних грузов и для таких других целей, относящихся к Соглашению, которые могут быть желательны;

(ii) вступать в такие консультации, обмениваться такой информацией и предпринимать такие действия, которые могут быть необходимы для обеспечения эффективного действия настоящего Приложения и Соглашения, частью которого является настоящее Приложение;

(iii) предпринимать взаимоприемлемые меры или регулирование, включая регулирование между расчетными долями и расчетными периодами для достижения в любое время целей настоящего Приложения и Соглашения, частью которого данное Приложение является. Любое отклонение от этих целей должно быть компенсировано на поквартальной основе в возможных пределах, и ни в коем случае не

будет сохраняться за пределами первых трех месяцев следующего расчетного периода; и

(iv) разрешать любые другие проблемы во исполнение настоящего Приложения и Соглашения, частью которого является настоящее Приложение.

5. КОММЕРЧЕСКИЕ СОГЛАШЕНИЯ

a. Стороны признают, что во исполнение их соответствующих законов или политики перевозчики под их флагами могут вступать в коммерческие соглашения для обслуживания перевозок и стабилизации торговли между ними, которые не будут наносить ущерб правам перевозчиков под третьими флагами конкурировать в перевозках контролируемых грузов между территориями двух Сторон.

b. Такие коммерческие соглашения не будут освобождать Стороны от их обязательств по настоящему Приложению и Соглашению, частью которого является настоящее Приложение.

[RELATED LETTERS AND MEMORANDUMS OF UNDERSTANDING]

WASHINGTON, *October 14, 1972*

DEAR MR. MINISTER

With reference to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics, signed today, concerning certain maritime matters, I have the honor to confirm the understanding reached between us that the provisions of Articles 7 and 8 of the Agreement and the provisions of Annex III thereof are not intended to apply to the carriage of liquefied natural gas (LNG) from the Union of Soviet Socialist Republics to the United States. Arrangements for such carriage will be negotiated in connection with the development of projects for the sale of LNG for use in the United States.

Very truly yours,

PETER G PETERSON

Peter G. Peterson
Secretary of Commerce

His Excellency
TIMOFEY B. GUZHENKO
Minister of Merchant Marine of the
Union of Soviet Socialist Republics.

Москва, 14 октября 1972 г.

Уважаемый господин П.Г.Питерсон

Ссылаясь на подписанное сегодня Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам морского судоходства, подтверждаю получение Вашего письма от той же даты и понимание моего Правительства в том, что положения Статей 7 и 8 Соглашения и положения Приложения Ш к нему не имеется ввиду применять к перевозкам сжиженного природного газа (СПГ) из Союза Советских Социалистических Республик в Соединенные Штаты Америки. Договоренность о таких перевозках будет обсуждена в связи с развитием проектов по продаже СПГ для использования в Соединенных Штатах.

С уважением,

Т.Б.ГУЖЕНКО
Министр Морского Флота СССР

Господину П.Г.ПИТЕРСОНУ
Министру Торговли США
г.Вашингтон

TIAS 7513

97-787 (Pt. 4) O 73 12

Translation

MOSCOW, *October 14, 1972*

DEAR MR. P.G. PETERSON:

With reference to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Certain Maritime Matters, signed today, I confirm the receipt of your letter of the same date and the understanding of my Government that the provisions of Articles 7 and 8 of the Agreement and the provisions of Annex III thereof are not intended to apply to the carriage of liquefied natural gas (LNG) from the Union of Soviet Socialist Republics to the United States. Arrangements for such carriage will be negotiated in connection with the development of projects for the sale of LNG for use in the United States.

Very truly yours,

T. GUZHENKO

T.B. Guzhenko
Minister of the Merchant Marine of the USSR

HONORABLE P.G. PETERSON,
Secretary of Commerce of the USA,
Washington, D.C.

WASHINGTON, *October 14, 1972*

DEAR MR. MINISTER:

With reference to the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics, signed today, concerning certain maritime matters, I wish by this letter to inform the Government of the Union of Soviet Socialist Republics of the following clarifications and interpretations of statements contained in such Agreement.

The phrase in paragraph a of Article 1 "registered in the territory of that Party" shall include unregistered vessels which are numbered under the laws of a state or political subdivision of the United States.

The phrase in paragraph a of Article 1 "an unregistered vessel belonging to the Government of such Party" refers to certain vessels which belong to the Government of the United States and which are not registered vessels.

I am appending a current list of major United States oceanographic, hydrographic, meteorological and magnetic field research vessels referred to in subparagraph a(iii) of Article 1 of the Agreement mentioned above.

Very truly yours,

PETER G PETERSON

Peter G. Peterson
Secretary of Commerce

Enclosure:
Current list of major United States oceanographic, hydrographic, meteorological and magnetic field research vessels.

His Excellency
TIMOFEY B. GUZHENKO,
Minister of Merchant Marine of the Union of Soviet Socialist Republics.

CURRENT LIST OF MAJOR U.S. OCEANOGRAPHIC, HYDROGRAPHIC, METEOROLOGICAL, AND MAGNETIC FIELD VESSELS

Operating Agency	Ship Name and Designator	Owner	Ship Type	Year Built	Year Converted	Length (Feet)	Displacement (Tons)	Accommodations	
								Crew	Scientists
Department of the Navy (Oceanographer of the Navy/Navy Laboratories)	Sands (T-AGOR 6)	Navy	AGOR 3 Cl.	1964	N/A	208	1, 355	26	15
	Lynch (T-AGOR 7)	Navy	AGOR 3 Cl.	1965	N/A	208	1, 355	26	15
	Mizar (T-AGOR 11)	Navy	ex-T-AK	1957	1964	266	3, 886	41	19
	Desteiguer (T-AGOR 12)	Navy	AGOR 3 Cl.	1969	N/A	208	1, 340	27	15
	Bartlett (T-AGOR 13)	Navy	AGOR 3 Cl.	1969	N/A	208	1, 340	27	15
	Hayes (T-AGOR 16)	Navy	Catamaran	1971	N/A	246	3, 100	44	25
	Bowditch (T-AGS 21)	Navy	ex-VC-2 Cargo	1945	1958	455	13, 000	61	17
	Dutton (T-AGS 22)	Navy	ex-VC-2 Cargo	1944	1958	455	13, 000	61	17
	Michelson (T-AGS 23)	Navy	ex-VC-2 Cargo	1944	1958	455	13, 000	61	17
	Bent (T-AGS 26)	Navy	AGS 26 Cl.	1965	N/A	285	2, 640	48	30
	Kane (T-AGS 27)	Navy	AGS 26 Cl.	1967	N/A	285	2, 640	48	30
	Chauvenet (T-AGS 29)	Navy	AGS 29 Cl.	1970	N/A	393	4, 200	69	12
	Lee (T-AGS 192)	Navy	AGS 25 Cl.	1968	N/A	208	1, 297	29	13
	Harkness (T-AGS 32)	Navy	AGS 29 Cl.	1971	N/A	393	4, 200	69	12
	Wilkes (T-AGS 33)	Navy	AGS 26 Cl.	1971	N/A	285	2, 600	50	30
	Wyman (T-AGS 34)	Navy	AGS 26 Cl.	1971	N/A	285	2, 600	43	28
Department of Commerce (National Oceanic and Atmosperhic Administration, National Ocean Survey—formerly the	Oceanographer (OSS 01)	NOAA	OSS 01 Cl. (CL. I)	1966	N/A	303	3, 959	57	30
	Discoverer (OSS 02)	NOAA	OSS 01 Cl. (CL. I)	1966	N/A	303	3, 959	57	30
	Researcher (OSS 03)	NOAA	OSS 03 Cl. (CL. IA)	1970	N/A	278	2, 875	54	22
	Surveyor (OSS 32)	NOAA	OSS 32 Cl. (CL. I)	1960	N/A	292	3, 150	63	27
	Fairweather (MSS 20)	NOAA	MSS 20 Cl. (CL. II)	1968	N/A	231	1, 798	57	19
	Rainier (MSS 21)	NOAA	MSS 20 Cl. (CL. II)	1968	N/A	231	1, 798	57	19

Environmental Sciences Service Administration, Coast and Geodetic Survey)	Mt. Mitchell (MSS 22)	NOAA	MSS 20 Cl. (CL.II)	1967	N/A	231	1, 798	57	19
	Pierce (CSS 28)	NOAA	CSS 28 Cl. (CL.III)	1963	N/A	164	760	29	7
	Whiting (CSS 29)	NOAA	CSS 28 Cl. (CL.III)	1963	N/A	164	760	29	7
	McArthur (CSS 30)	NOAA	CSS 30 Cl. (CL.III)	1966	N/A	175	995	29	7
	Davidson (CSS 31)	NOAA	CSS 30 Cl. (CL.III)	1967	N/A	175	995	29	7
	Rude (ASV 90)	NOAA	ASV 90 Cl. (CL.IV)	1967	N/A	90	214	10	0
	Heck (ASV 91)	NOAA	ASV 90 Cl. (CL.IV)	1967	N/A	90	214	10	0
	Ferrel (ASV 92)	NOAA	ASV 92 Cl. (CL.IV)	1968	N/A	133	363	17	2
National Science Foundation	Eltanin (T-AGOR 8)	Navy	ex-T-AK	1957	1962	266	3, 886	48	38
	Hero	NSF		1968	N/A	125	650	11	6
Department of Transportation (U.S. Coast Guard)	Acushnet (WAGO 167)	USCG	ex-ARS	1943	1968	213	1, 745	58	11
	Evergreen (WAGO 295)	USCG	ex-Buoy Tender	1943	1948	180	1, 025	52	8
	Rockaway (WAGO 377)	USCG	ex-AVP	1942	1966	311	2, 800	120	18
University of Alaska	Acona	Navy	Trawler	1961	N/A	80	154	6	12
Columbia University (Lamont-Doherty Geological Observ.)	Conrad (AGOR 3)	Navy	AGOR 3 Cl.	1962	N/A	208	1, 370	21	22
	Sir Horace Lamb	Navy	ex-YMS	1942	1960	136	320	15	8
	Erline	Navy	ex-Crew Boat	1965	1967	100	120	4	2
Columbia University (Crumb School of Mines)	Manning (T-514)	Navy	ex-Army T-Boat	1953	1955	65	95	3	9
University of Connecticut	T-441	Navy	ex-Army T-Boat	1953	1955	65	99	3	6
Duke University	Eastward	Univ.		1964	N/A	118	474	15	15

CURRENT LIST OF MAJOR U.S. OCEANOGRAPHIC, HYDROGRAPHIC, METEOROLOGICAL, AND MAGNETIC FIELD VESSELS—Continued

Operating Agency	Ship Name and Designator	Owner	Ship Type	Year Built	Year Converted	Length (Feet)	Displacement (Tons)	Accommodations	
								Crew	Scientists
Florida University of Technology	T-426	Navy	ex-Army T-Boat	1953	1955	65	95	5	4
Florida State University	Tursiops	Navy	ex-Army T-Boat	1954	1968	65	95	3	5
University of Georgia	Kit Jones	Univ.	Tug	1938	1958	64	90	3	4
University of Hawaii	Teritu	Univ.	ex-Yacht	1953	1964	90	136	9	6
Johns Hopkins University	Ridgely Warfield	Univ.	Catamaran	1967	N/A	106	162	8	10
	Maury	Univ.		1950	N/A	65	40	3	4
University of Miami	Gilliss	Navy	T-AGOR 4	1962	N/A	208	1,570	26	15
	Gerda	Univ.	ex-Trawler	1947	1954	76	213	6	8
	Pillsbury	Univ.	ex-Army FS	1944	1963	176	935	22	14
	Calanus	Univ.		1970	N/A	64	90	2	6
New York University	Kyma	Navy	ex-Army T-Boat	1952	1962	65	102	3	6
Northwestern Michigan College	Allegheny	College	ex-ATA	1944	1969	143	860	40	6
Nova University	Gulfstream	Univ.	ex-Crew Boat	1963	1966	55	29	1	5
Oregon State University	Yaquina	Univ.	ex-Army FS	1944	1964	180	865	17	18
	Cayuse	Univ.		1968	N/A	80	173	7	7
University of Rhode Island	Trident	Univ.	ex-Army FS	1944	1962	180	1,021	21	13

Scripps Inst. of Oceanography (Univ. of Calif.)	Melville (AGOR 14)	Navy	AGOR 14 Cl.	1969	N/A	245	2, 075	25	25
	Washington (AGOR 10)	Navy	AGOR 3 Cl.	1965	N/A	208	1, 362	25	17
	Agassiz	Univ.	ex-Army FS	1944	1961	180	866	18	13
	Alpha Helix	Univ.		1966	N/A	133	512	12	10
	Oconostota	Navy	ex-YTM	1944	1962	102	328	8	6
	Ellen B. Scripps	Univ.	Supply Boat	1965	N/A	95	234	5	8
University of Southern California	Velero IV	Univ.	Tuna Clipper	1948	N/A	110	580	11	9
Stanford University	Proteus	Univ.	ex-Tuna Boat	1946	1969	100	186	6	9
Texas A & M University	Alaminos	Univ.	ex-Army FS	1945	1963	180	850	17	14
	Orea	Univ.	ex-USCG Boat	1926	1970	98	205	7	9
University of Washington	Thompson (AGOR 9)	Navy	AGOR 3 Cl.	1965	N/A	208	1, 362	23	18
	Hoh	Navy	ex-YT (Tug)	1943	1962	65	91	2	6
	Onar	Navy	ex-Army T-Boat	1954	1963	65	95	2	6
Woods Hole Oceanographic Institution.	Knorr (AGOR 15)	Navy	AGOR 14 Cl.	1970	N/A	245	2, 075	25	25
	Chain (AGOR 17)	Navy	ex-ARS	1944	1958	213	2, 100	31	26
	Atlantis II	WHOI		1963	N/A	210	2, 300	30	25
	Gosnold	WHOI	ex-Army F-Boat	1944	1961	99	300	9	8
	Lulu	Navy	ALVIN Support Ship	1964	N/A	96	450	9	15
Cape Fear Tech Institute.	Advance II	Private		1944	N/A	185	975	21	7
	Undaunted	Private	ex-tug	1944	N/A	143	200	15	14
University of Hawaii	Kana Keoki	Univ.	supply boat	1971	N/A	156	298	14	15
University of Miami	Columbus Iselin	Univ.	supply boat	1972	N/A	170		12	13
State University of New York Maritime College	Empire State IV	State Univ. of N.Y.	ex-USNS H. Gibbins	1942	N/A	489	15, 470	105	462

ABBREVIATIONS AND SYMBOLS

AGOR	oceanographic research ship
AGS	surveying ship
ASV	auxiliary survey vessel (NOS designation)
CSS	coastal survey ship (NOS designation)
MSS	medium survey ship (NOS designation)
NOAA	National Oceanic and Atmospheric Administration
NOS	National Ocean Survey (formerly the Coast and Geodetic Survey)
NSF	National Science Foundation
OSS	ocean survey ship (NOS designation)
T-AGOR	T denotes oceanographic research ship operated by the Department of the Navy
T-AGS	T denotes surveying ship operated by the Department of the Navy
USCG	United States Coast Guard
WAGO	oceanographic ship (USCG designation)

Москва, 14 октября 1972 г.

Уважаемый господин П.Г.Питерсон

Ссылаясь на подписанное сегодня Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам морского судоходства, я подтверждаю получение Вашего письма от той же даты, а также пояснения и толкования положений содержащихся в нем, представляющих понимание моего Правительства:

Фраза в пункте "а" Статьи I "зарегистрированные на территории этой Стороны" будет включать незарегистрированные суда, которые пронумерованы по законам штата или административно-политического подразделения Соединенных Штатов Америки.

Фраза в пункте "а" Статьи I "принадлежащее Правительству этой Стороны незарегистрированное судно" относится к некоторым судам, которые принадлежат Правительству Соединенных Штатов и которые являются незарегистрированными судами.

Я прилагаю при этом список основных существующих советских гидрографических, метеорологических судов и судов для исследования магнитного поля земли, которые упомянуты в пункте а (iii) Статьи I указанного выше Соглашения.

С уважением, Т. Гуженко

Т.Б.Гуженко
Министр Морского Флота СССР

Приложение: список основных существующих советских океанографических, гидрографических, метеорологических судов, учебных судов торгового флота и судов для исследования магнитного поля земли.

Господину П.Г.Питерсону
Министру Торговли
США
г.Вашингтон

СПИСОК

научно-исследовательских и учебно-производственных судов под флагом СССР

№ пп.	Оператор	Название судна	Владелец	Тип судна	Год постройки	Длина судна (в м)	Водоизмещение x)	Численность экипажа		
								штатный экипаж	практиканты	преподавательского/научного состава
I	2	3	4	5	6	7	8	9	I0	II
I.	Академия Наук (АН) СССР	"Академик Курчатов"	Институт Океанологии АН СССР	научно-исслед.	I966	I24	6.828	84	-	84
2.	-"-	"Дмитрий Менделеев"	-"-	-"-	I968	I24	6.828	83	-	76
3.	-"-	"Витязь"	-"-	-"-	I939	I09,4	5.7I0	72	-	63
4.	-"-	"Академик Вернадский"	Морской гидрофизический ин-т Украинской ССР	-"-	I968	I24	6.828	82	-	77
5.	-"-	"Михаил Ломоносов"	-"-	-"-	I957	I02	5.960	7I	-	65
6.	-"-	"Пегас"	Сахалинский Комплексный НИИ АН СССР	-"-	I963	79,8	2.435,7	39	-	4I

x) ПРИМЕЧАНИЕ: для учебно-производственных судов водоизмещение приводится в грузу.

I	2	3	4	5	6	7	8	9	I0	II
7.	Черноморское пароходство	"Горизонт"	Одесское высшее инженерное морское училище	сухогрузное	I96I	I05	62I7	52	I54	5
8.	-"-	"Профессор Кудревич"	-"-	-"-	I970	I22	I0005	55	I70	I5
9.	-"-	"Профессор Аничков"	-"-	-"-	I97I	I22	I0005	55	I70	I5
I0.	-"-	"Профессор Миняев"	-"-	-"-	I972	I22	I0005	55	I56	I5
II.	-"-	"Товарищ"	Херсонское мореходное училище	парусно-моторное	I933	68,5	I6I8	4I	I34	4
I2.	Балтийское пароходство	"Зенит"	Ленинградское высшее инженерное морское училище	сухогрузное	I96I	I05	62I7	52	I54	6
I3.	-"-	"Профессор Щеголев"	-"-	-"-	I970	I22	I0002	55	I70	I5
I4.	-"-	"Профессор Рыбалтовский"	-"-	-"-	I97I	I22	I0005	55	I70	I5
I5.	Дальневосточное пароходство	"Меридиан"	Дальневосточное высшее инж. морское училище	-"-	I962	I05	62I7	52	I54	8
I6.	-"-	"Профессор Ющенко"	-"-	-"-	I970	I22	I0005	55	I70	I5

3.

I	2	3	4	5	6	7	8	9	I0	II
I7.	Главное Управление Гидрометеорологической службы СССР	"Профессор Зубов"	Арктический и Антарктический научно-исследовательский институт	научно-исследов.	I967	I24,2	6935	86	-	80
I8.	-"-	"Профессор Визе"	-"-	-"-	I966	I24,2	6935	86	-	80
I9.	-"-	"Академик Королев"	Дальневосточный научно-исследовательский ГМинститут	-"-	I967	I24,2	6935	86	-	80
20.	-"-	"Академик Ширшов"	-"-	-"-	I967	I24,2	6935	86	-	80
2I.	-"-	"Волна"	-"-	-"-	I968	96,I0	4I46	59	-	5I
22.	-"-	"Прилив"	-"-	-"-	I969	96,85	4069	59	-	5I
23.	-"-	"Прибой"	-"-	-"-		96,35	4I62	59	-	5I
24.	-"-	"Океан"	-"-	-"-	I969	96,92	4I62	59	-	5I
25.	-"-	"А.И.Воейков"	-"-	-"-	I960	84,65	3503	56	-	52
26.	-"-	"Ю.М.Шокальский"	-"-	-"-	I960	85,I5	359I	56	-	52

4.

I	2	3	4	5	6	7	8	9	I0	II
27.	Главное Управление Гидромет-службы СССР	"Пассат"	Управление Гидроме-теорологи-ческой службы Украинской ССР	научно-исследов	I968	97,I0	4I46	59	-	5I
28.	-"-	"Муссон"	-"-	-"-	I968	97,I0	4I46	59	-	5I
29	-"-	"Порыв"	-"-	-"-	I97I	I04,69	4469	59	-	5I
30.	-"-	"Шквал"	-"-	-"-	I97I	I04,69	4469	59	-	5I
3I.	-"-	"Вихрь"	-"-	-"-	I97I	I04,69	4469	59	-	5I
32.	-"-	"Океанограф"	Управление Гидроме-теорологи-ческой службы Литовской ССР	-"-	I956	35,85	426	2I	-	I2
33.	-"-	"Полярник"	Мурманское управление гидромет-службы	-"-	I952	38,5	454,2	2I	-	I2
34.	-"-	"Айсберг"	-"-	-"-	I956	39,I5	432,75	2I	-	I2

Translation

Moscow, *October 14, 1972*

DEAR MR. P G. PETERSON

With reference to the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Certain Maritime Matters, signed today, I acknowledge receipt of your letter of today's date and confirm the following clarifications and interpretations of statements contained therein as representing the understanding by my Government.

The phrase in paragraph a of Article 1 "registered in the territory of that Party" shall include unregistered vessels which are numbered under the laws of a state or political subdivision of the United States.

The phrase in paragraph a of Article 1 "an unregistered vessel belonging to the Government of such Party" refers to certain vessels which belong to the Government of the United States and which are not registered vessels.

I am herewith appending a current list of major Soviet hydrographic, meteorological and magnetic field research vessels referred to in paragraph a(iii) of Article 1 of the Agreement mentioned above.

Respectfully,

T. GUZHENKO

T. B. Guzhenko
Minister of the Merchant Marine of the USSR

Enclosure
Current list of major Soviet oceanographic, hydrographic, meteorological Merchant Marine training vessels, and magnetic field research vessels.

Honorable P G. PETERSON,
Secretary of Commerce of the USA,
Washington, D.C

Translation

SCIENTIFIC RESEARCH AND TRAINING VESSELS UNDER THE USSR FLAG

No.	Operator	Name of ship	Owner	Type of ship	Year of construction	Length of ship in meters	Water displacement*	Crew size		
								Organic crew	Probationers (trainees)	Instructors/Scientists
1	2	3	4	5	6	7	8	9	10	11
1	Academy of Sciences/ AS/USSR	"Akademik Kurchatov"	Oceanology Institute of The Academy of Sciences, USSR	Scientific Research	1966	124	6, 828	84	— —	84
2	"	"Dmitry Mendelyev"	"	"	1968	124	6, 828	83	— —	76
3	"	"Vityaz"	"	"	1939	109. 4	5, 710	72	— —	63
4	"	"Akademik Vernadsky"	Marine Hydrophysical Institute of Ukrainian SSR	"	1968	124	6, 828	82	— —	77
5	"	"Mikhail Lomonosov"	"	"	1957	102	5, 960	71	— —	65
6	"	"Pegas"	Sakhalin Combined Scientific Research Institute of the Academy of Sciences, USSR	"	1963	79. 8	2, 435. 7	39	— —	41

7	Black Sea Steamship Line	"Gorizont"	Odessa Higher Marine Engineering Institute	Dry Cargo	1961	105	6, 217	52	154	5
8	Black Sea Steamship Line	"Professor Kudrevich"	Odessa Higher Marine Engineering Institute	Dry Cargo	1970	122	10, 005	55	170	15
9	"	"Professor Anichkov"	"	"	1971	122	10, 005	55	170	15
10	"	"Professor Minyayev"	"	"	1972	122	10, 005	55	156	15
11	"	"Tovarishch"	Khersonsk Navigation School	Sailing-Motorized	1933	68. 5	1, 618	41	134	4
12	Baltic Steamship Line	"Zenit"	Leningrad Higher Marine Engineering Institute	Dry Cargo	1961	105	6, 217	52	154	6
13	"	"Professor Shchegolev"	"	"	1970	122	10, 002	55	170	15
14	"	"Professor Ribaltovsky"	"	"	1971	122	10, 005	55	170	15
15	Far Eastern Steamship Line	"Meridian"	Far East Higher Marine Engineering Institute	"	1962	105	6, 217	52	154	8
16	"	"Professor Yushchenko"	"	"	1970	122	10, 005	55	170	15

*For training ships, the displacement is included in the weight. [Footnote in the original.]

SCIENTIFIC RESEARCH AND TRAINING VESSELS UNDER THE USSR FLAG—Continued

No.	Operator	Name of ship	Owner	Type of ship	Year of construction	Length of ship in meters	Water displacement*	Crew size		
								Organic crew	Probationers (trainees)	Instructors/Scientists
1	2	3	4	5	6	7	8	9	10	11
17	Main Administration of the Hydrometeorological Service, USSR	"Professor Zubov"	Arctic-Antarctic Scientific Research Institute	Scientific Research	1967	124. 2	6, 935	86	— —	80
18	"	"Professor Vize"	"	"	1966	124. 2	6, 935	86	— —	80
19	Main Administration of the Hydrometeorological Service, USSR	"Akademik Korolyev"	Far East Scientific Research Hydrometeorological Institute	Scientific Research	1967	124. 2	6, 935	86	— —	80
20	"	"Akademik Shirshov"	"	"	1967	124. 2	6, 935	86	— —	80
21	"	"Volna"	"	"	1968	96. 10	4, 146	59	— —	51
22	"	"Priliv"	"	"	1969	96. 85	4, 069	59	— —	51
23	"	"Priboy"	"	"		96. 35	4, 162	59	— —	51
24	"	"Okean"	"	"	1969	96. 92	4, 162	59	— —	51
25	"	"A. I. Voyeykov"	"	"	1960	84. 65	3, 503	56	— —	52

26	"	"Yu. M. Shokal'sky"	"	"	1960	85. 15	3, 591	56	— —	52
27	"	"Passat"	Administration of Hydro Meoterological Service, Ukrainian SSR	"	1968	97. 10	4, 146	59	— —	51
28	"	"Musson"	"	"	1968	97. 10	4, 146	59	— —	51
29	"	"Poryv"	"	"	1971	104. 69	4, 469	59	— —	51
30	"	"Shkval" [1]	"	"	1971	104. 69	4, 469	59	— —	51
31	"	"Vikhr" [2]	"	"	1971	104. 69	4, 469	59	— —	51
32	"	"Okeanograph"	Administration of Hydrometeorological Service, Lithuanian SSR	"	1956	35. 85	426	21	— —	12
33	Main Administration of the Hydrometeorological Service, USSR	"Polyarnik"	Murmansk Administration of Hydrometerological Service	Scientific Research	1952	38. 5	454 . 2	21	— —	12
34	"	"Aisberg"	"	"	1956	39. 15	432. 75	21	— —	12

*For training ships, the displacement is included in the weight.
[Footnote in the original.]
[1] Now known as "Georgiy Ushakov."
[2] Now known as "Ernst Krenkel."

WASHINGTON, *October 14, 1972*

DEAR MR. MINISTER:

In connection with the signing today of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics concerning certain maritime matters, I have the honor to confirm the understandings set forth in your letter of even date that:

1. Under sub-paragraph a of paragraph 3 of Annex III of that Agreement, the term "mutually acceptable rate" means a rate equal to the average of the market charter rates for the three calendar years preceding the current accounting period for the relevant route and category of cargo. It is understood that such average market charter rate will apply irrespective of the current conditions of the freight market and may be higher or lower than the current market level. Market charter rates will be determined from published sources acceptable to both Parties. Where such published market charter rates do not exist for a relevant route or category of cargo, agreed adjustments will be made to published market charter rates for the most comparable route or category of cargo.

2. The provisions of the foregoing paragraph shall not apply to rates for shipments of raw or processed agricultural commodities. Under sub-paragraph a of paragraph 3 of Annex III of that Agreement the term "mutually acceptable rate" as applied to shipments of raw and processed agricultural commodities means:

a. With respect to fixtures made prior to July 1, 1973 the higher of: (i) a rate for the cargo and route involved computed upon the formula of the average of market charter rates set forth in paragraph 1 of this letter for the years 1969, 1970 and 1971; or (ii) the current market charter rate for such cargo and route plus ten percent (10%) of such rate. Current market charter rates referred to above will be determined at the time of each fixture from current sources acceptable to both Parties. Where such market charter rates do not exist for a relevant route or category of cargo, agreed adjustments will be made to current market charter rates for the most comparable route and category of cargo.

b. With respect to fixtures made after June 30, 1973, rates based upon such amounts or formulas as the Parties may hereafter agree upon, and for that purpose the United States Maritime

Administration and the Ministry of Merchant Marine of the Soviet Union shall convene prior to June 30, 1973 to discuss and reach agreement upon such rates.

Very truly yours,

PETER G PETERSON

Secretary of Commerce
of the United States of America

His Excellency
TIMOFEY B. GUZHENKO
Minister of Merchant Marine of the
Union of Soviet Socialist Republics

Москва, "14" октября 1972 года

Уважаемый господин П.Г.Питерсон,

В связи с подписанием сегодня Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам морского судоходства, я имею честь подтвердить понимание, достигнутое между нами в следующем:

I. Понятие "взаимно согласованные фрахтовые ставки" в подпункте 3а Приложения Ш к упомянутому Соглашению означает ставки, равные средним рыночным фрахтовым ставкам за три календарных года, предшествующих текущему расчетному периоду на совпадающем направлении и для той же категории груза. Понимается, что такие средние рыночные фрахтовые ставки будут применяться независимо от текущих условий фрахтового рынка и могут быть выше или ниже чем текущий уровень рынка. Рыночные фрахтовые ставки будут определяться по публикуемым источникам, приемлемым для обеих Сторон. Если такие публикуемые рыночные фрахтовые ставки для совпадающего направления или категории груза отсутствуют, то будут применяться согласованные корректировки к публикуемым рыночным фрахтовым ставкам на наиболее сравнимом направлении или категории груза.

2. Положения предыдущего пункта не будут применяться к фрахтовым ставкам при отгрузке сырых или переработанных сельскохозяйственных товаров. В смысле подпункта а пункта 3 Приложения Ш к указанному Соглашению понятие "взаимносогласованные ставки" в применении к отгрузкам сырых или переработанных сельскохозяйственных товаров, означает:

a. В отношении фрахтовых сделок, которые будут заключены до I июля 1973 года более высокую из ставок: (i) для соответствующего груза и направления, рассчитанную за 1969, 1970 и 1971 г.г. по формуле средних рыночных ставок, изложенной в пункте I настоящего письма, или (ii) текущую рыночную фрахтовую ставку для такого груза и направления плюс десять процентов (10%) от такой ставки. Текущие рыночные фрахтовые ставки, упомянутые выше будут определяться во время каждой фрахтовой сделки по текущим источникам, приемлемым для обеих Сторон. Там, где такие рыночные фрахтовые ставки для соответствующего направления или рода груза отсутствуют, будут применяться согласованные корректировки к текущим рыночным ставкам наиболее совпадающего направления и рода груза.

b. В отношении фрахтовых сделок, которые будут заключены после 30 июня 1973 г., фрахтовые ставки, основанные на таких суммах или формулах, которые могут быть в будущем согласованы Сторонами и с этой целью Морская Администрация Соединенных Штатов и Министерство Морского флота Советского Союза встретятся до 30 июня 1973 года для обсуждения упомянутых ставок и достижения соглашения о них.

С уважением,

Т.Б.ГУЖЕНКО
Министр Морского Флота
СССР

Господину Питеру Г.ПИТЕРСОНУ
Министру Торговли
Соединенных Штатов Америки

г.Вашингтон

Translation

Moscow, *October 14, 1972*

DEAR MR. P. G. PETERSON:

In connection with the signing today of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Certain Maritime Matters, I have the honor to confirm the understandings reached between us with regard to the following:

1. Under sub-paragraph a of paragraph 3 of Annex III of that Agreement, the term "mutually acceptable rate" means a rate equal to the average of the market charter rates for the three calendar years preceding the current accounting period for the relevant route and category of cargo. It is understood that such average market charter rate will apply irrespective of the current conditions of the freight market and may be higher or lower than the current market level. Market charter rates will be determined from published sources acceptable to both Parties. Where such published market charter rates do not exist for a relevant route or category of cargo, agreed adjustments will be made to published market charter rates for the most comparable route or category of cargo.

2. The provisions of the foregoing paragraph shall not apply to rates for shipments of raw or processed agricultural commodities. Under sub-paragraph a of paragraph 3 of Annex III of that Agreement the term "mutually acceptable rate" as applied to shipments of raw and processed agricultural commodities means:

a. With respect to fixtures made prior to July 1, 1973 the higher of: (i) a rate for the cargo and route involved computed upon the formula of the average of market charter rates set forth in paragraph 1 of this letter for the years 1969, 1970 and 1971; or (ii) the current market charter rate for such cargo and route plus ten percent (10%) of such rate. Current market charter rates referred to above will be determined at the time of each fixture from current sources acceptable to both Parties. Where such market charter rates do not exist for a relevant route or category of cargo, agreed adjustments will be made to current market charter rates for the most comparable route and category of cargo.

b. With respect to fixtures made after June 30, 1973, rates based upon such amounts or formulas as the Parties may hereafter agree upon, and for that purpose the United States Maritime

Administration and the Ministry of the Merchant Marine of the Soviet Union shall convene prior to June 30, 1973 to discuss and reach agreement upon such rates.

Very truly yours,

T. GUZHENKO

T. B. Guzhenko
Minister of the Merchant Marine of the USSR

Honorable PETER G. PETERSON,
Secretary of Commerce,
United States of America,
Washington, D.C

WASHINGTON, *October 14, 1972*

DEAR MR. MINISTER.

In connection with the Agreement signed today between the Government of the United States and the Government of the Union of Soviet Socialist Republics concerning certain maritime matters, we have agreed that we would exchange information describing our port procedures and other matters. Accordingly, enclosed is a Memorandum on U.S. Port Procedures and Other Matters.

This letter will also acknowledge receipt from you of your Memorandum on U.S.S.R. Port Procedures and Other Matters together with covering letter signed by you.

Very truly yours,

PETER G PETERSON

Peter G. Peterson
Secretary of Commerce

Enclosure
Memorandum on U.S. Port Procedures and Other Matters.

His Excellency
TIMOFEY B. GUZHENKO
Minister of Merchant Marine of the Union of Soviet Socialist Republics.

MEMORANDUM ON U.S. PORT PROCEDURES AND OTHER MATTERS

I. Introduction

Access to U.S. ports by any foreign vessel is subject to compliance with applicable laws and regulations of the Federal Government and of state and local authorities in the areas wherein they have jurisdiction. The U.S. port procedures and applicable federal laws and regulations and certain other matters outlined below apply generally to foreign vessels. Specific mention is made of those limited instances where Soviet flag vessels might be treated differently from other foreign vessels.

II. Navigational Aids

Charts and Publications Generally

Charts and publications necessary for proper navigation of U.S. ports and waters and available at any time at current prices are

> Tide Tables, Tidal Current Tables, Tidal Current Charts, U.S. Coast Pilots (these are sailing directions for U.S. waters), and Nautical Charts from National Ocean Survey, which are generally considered necessary for safe transit of United States coastal and port areas.

The U.S. Coast Pilot, published by the National Ocean Survey in eight volumes, includes navigational regulations, and information concerning outstanding landmarks, channel and anchorage peculiarities, dangers, weather, ice, freshets, routes, pilotage and port facilities. A list of other United States Government publications of navigational value is included in the Appendix to the U.S. Coast Pilot.

A. Supplemental Information: Notices to Mariners; Weekly Notices; Local Notices

Local Notices

Corrections to charts and publications and important navigational safety information is contained in our Notices to Mariners. Weekly Notices to Mariners published by the U.S. Naval Oceanographic Office pertain to both foreign and domestic waters. Local Notices to Mariners published by each Coast Guard District Commander pertain primarily to domestic waters and also contain pertinent maritime legal public notices.

B. Safety Information

Marine safety information is broadcast over Coast Guard radio stations at scheduled intervals on specified frequencies. Broadcast schedules are published in U.S. Naval Oceanographic Office HO Publication No. 117.

C. Radio and Electronic Aids

Radio Aids to Navigation (Radio Beacons and Radio Direction Finders) are referenced in the Light List published by the U.S. Coast Guard and expanded in HO Publication No. 117B published by the U.S. Naval Oceanographic Office.

Light Lists describe aids to navigation including a list of lights, fog signals, buoys, daybeacons, and loran stations.

Special charts for electronic navigation, such as LORAN and CONSOLAN, are published by the National Ocean Survey.

Weather, facsimile (FAX), and ice broadcast schedules are published in Radio Weather Aids to Navigation, HO Publication No. 118.

D. Pilotage and Other Navigational Aids

Pilotage is usually compulsory for vessels in U.S. ports and waters. Pilotage requirements are uniform for all foreign flags but come under the purview of the pilotage laws of the local jurisdiction in which the port is located. Pilotage requirements may therefore vary from port to port.

Other normal navigational aids are available locally for any vessel entering a U.S. port.

III. Entry to U.S. Ports

A. Coast Guard

The general Coast Guard regulations for foreign vessels entering U.S. ports are contained in the Code of Federal Regulations, 33 CFR, Part 124. These regulations require such vessels to give at least 24 hours advance notice of arrival to the Coast Guard Captain of the Port. This requirement is independent of the advance notice requirement contained in the Agreement referred to above and the advance permission requirement for entry into all ports not on the list of ports open to calls upon notice attached to such Agreement, but can be accomplished in the same

time period. If the vessel is carrying explosives or certain specified dangerous cargo, this information must also be contained in the report. The regulations further require that the vessel give notice to the Captain of the Port as early as possible of any fire or other abnormal condition which could jeopardize the vessel's safety or the safety of other vessels or facilities in the port.

The statement delivered to the Soviet Government by Mr. T. R. Buchanan on August 27, 1971, will continue to govern access of all Soviet vessels to United States ports not on the list of ports open to calls upon notice. Any such vessel must submit an itinerary complete with ports of call and specific dates to the Department of State, Washington, D. C. via either the U.S. Embassy in Moscow or the Soviet Embassy in Washington. In addition, each Soviet vessel, except state-owned vessels, not in commercial service and except vessels involved in innocent passage, entering U.S. territorial waters will be boarded and searched by personnel of the U.S. Coast Guard.

Under the Agreement between the Government of the United States and the Government of the Union of Soviet Socialist Republics concerning certain maritime matters, notification of a visit to a U.S. port on the list of

ports open to calls upon notice must be received at least four days in advance of port entry. Notice of visits of commercial maritime vessels shall be forwarded to U.S. Coast Guard Headquarters, Washington, D. C. from a shipping agent (either (1) via Telex using address, "Commandant, U.S. Coast Guard, 400 7th Street, S. W., Washington, D. C., Telex number: 89-2427 or (2) by TWX using address, "Coast Guard Headquarters, 6th & D Streets, S. W., Washington, D. C., TWX number: 202-965-0660," or (3) via Western Union using either of the above addresses). Notice of visits of research and merchant marine training vessels shall be forwarded to the United States Department of State, Washington, D. C. through diplomatic channels.

B. Customs

All vessels arriving from foreign ports must report their arrival to Customs officers within 24 hours and make formal entry of the vessel at the custom house within 48 hours. Vessels are boarded by customs officers on arrival and may be, and sometimes are, searched (especially in connection with the Federal Government's present intensified narcotics enforcement program). For formal entry, a complete manifest of the cargo and all other items must be presented, vessel's register must be deposited, tonnage taxes must be paid, and permission must be obtained to lade or unlade cargo and passengers. In order to expedite

lading or unlading, preliminary entry may be made with the boarding officers.

C. Health and Agriculture

The U. S. Public Health Service administers foreign and domestic quarantine laws and conducts medical examinations of aliens. A vessel arriving at a U.S. port from a non-quarantine exempt area should undergo quarantine inspection (generally dockside) to determine the vessel's itinerary, deratting status (certificate current), whether there is illness aboard, whether crew members have been vaccinated for smallpox, whether personnel have been to any smallpox-infected countries, and whether the vessel has been to a plague-infected country. The inspection is to be held prior to disembarcation of any person, except with the permission of the quarantine officers, or the conduct of any business, unless exempted by Section 71.46 or 71.47 of Foreign Quarantine Regulations and supplemental provisions of the U.S. Public Health Service. A radio clearance may be obtained in lieu of the quarantine inspection if the above information is transmitted by radio to the Public Health Service representative via the vessel's agent.

Vessels arriving at a U.S. port shall be subject to sanitary inspection to ascertain whether

there exist rodent, insect, or other vermin infestation, contaminated food or water, or other unsanitary conditions requiring measures for the prevention of the introduction, transmission, or spread of communicable disease.

The U.S. Department of Agriculture administers quarantines to restrict the importation of plants, plant products, soil, injurious insects, and associated items that may introduce or spread plant pests or diseases new to or not widely distributed within the United States. Inspectors examine imports at ports of entry as well as the vessel, its stores, and crew or passenger baggage. A variance from the shipboard inspection requirement may be granted if the vessel's agent executes a "memorandum of understanding" agreeing to comply with certain requirements.

D. Research Vessels

U.S. calls of Soviet research vessels will be handled in the same manner as calls by other vessels under the Agreement referred to above. The procedures for entering U.S. ports are generally the same as for any other vessel.

IV. Documents and Forms

A. Ships Documents

The International Convention on Safety of Life at Sea, 1960, Part B,[1] describes those documents,

[1] TIAS 5780, 6284, 16 UST 240; 18 UST 1289.

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surveys and certifications which will normally be required and accepted by the signatory nations. In addition to the SOLAS Convention requirements, a foreign vessel calling at a U.S. port will normally require a United States Coast Guard certification to safeguard life and property in U.S. ports if the vessel is: (i) carrying liquid bulk cargo involving potential unusual operating risks; or (ii) embarking passengers at a U.S. port. Such certification requires a submission of detailed vessel plans for technical review and an on-site inspection of the vessel by the United States Coast Guard to insure compliance with the submitted plans. USSR measurement certificates are acceptable to U.S. authorities as valid measurements of tonnage.

B. Certificates of Financial Responsibility

The Federal Water Pollution Control Act, as amended by the "Water Quality Improvement Act of 1970,"[1] requires evidence of financial responsibility regarding reimbursement for pollution damage caused by a vessel. The pertinent section of this Act states:

> "Any vessel over three hundred gross tons, including any barge of equivalent size, using any port or place in the United States or the navigable waters of the United States for any purpose shall establish and maintain under regulations to be prescribed from time to time by the

[1] 62 Stat. 1155 84 Stat. 97 33 U.S.C. §§ 466 note, 1161(p)(1)

President, evidence of financial responsibility of $100 per gross ton, or $14,000,000 whichever is the lesser, to meet the liability to the United States (to) which such vessel could be subjected under this section. In a case where an owner or operator owns, operates, or charters more than one such vessel, financial responsibility need only be established to meet the maximum liability to which the largest of such vessels could be subjected. Financial responsibility may be established by any of, or a combination of, the following methods acceptable to the President:
(a) evidence of insurance, (b) surety bonds, (c) qualification as a self-insurer, or (d) other evidence of financial responsibility. Any bond filed shall be issued by a bonding company authorized to do business in the United States."

The President has delegated to the Federal Maritime Commission (FMC) the responsibility for establishing and maintaining the regulations necessary to carry out these financial responsibility requirements. FMC General Order 27 (with amendments), which applies to vessels of all flags, states that the United States Government will consider a particular ship operating or owning company financially responsible only if that company can provide evidence of financial responsibility by one of the methods listed above. Any insurance company, regardless of nationality, which has a good reputation and sufficient resources to back up a reasonable claim is acceptable. Almost all Soviet vessels have been insured in this regard with Ingosstrakh in the USSR. There is a fee for the final certification by the FMC.

Title 46 U.S.C. Chapter 14 (Public Law 89-777) requires the owners, operators or charterers of passenger vessels having berth or stateroom accommodations for 50 or more passengers and which embark passengers at United States ports to establish their financial responsibility to meet their liability for death or injury to passengers and other persons and to refund fares in the event that voyages or cruises are cancelled. These requirements extend uniformly to all such vessels regardless of flag. The Federal Maritime Commission sets forth the rules and regulations to comply with Public Law 89-777. Financial responsibility can be established with the Commission through insurance, surety bond, guaranty, escrow account or as a self-insurer. In any event, under FMC General Order 20, applicants, insurers, guarantors, sureties, escrow agents and self-insurers must have assets physically located in the United States to meet their commitments.

To qualify for a Performance Certificate, which is issued by the FMC as evidence of financial responsibility for the refunding of fares, the maximum amount required is $5,000,000. Companies operating smaller

vessels or a small number of vessels may arrange with the FMC for a smaller bond depending upon the amount of deposits and fares collected, or expected to be collected, for planned voyages and cruises.

The FMC also issues a Casualty Certificate as evidence of financial responsibility to meet liability for death or injury. The amount required is computed from the schedule set forth in Public Law 89-777.

(1) $20,000 for each passenger accommodation up to and including 500; plus

(2) $15,000 for each additional passenger accommodation between 501 and 1,000; plus

(3) $10,000 for each additional passenger accommodation between 1,001 and 1,500; plus

(4) $5,000 for each passenger accommodation in excess of 1,500.

When more than one vessel is operated by the same owner or operator, the amount of evidence of financial responsibility required for a Casualty Certificate is based upon the number of passenger accommodations of the vessel having the largest number of passenger accommodations.

D. Trade Statistics

Within 30 days of entry into the first U.S. port and after clearing the last U.S. port, all vessels engaged in the foreign commerce of the U.S. must file vessel utilization and performance reports in accordance with Maritime Administration Regulations. These reports are of a strictly commercial nature and are compiled by the U.S. Government in order to maintain gross statistics related to the volume and nature of our exports and imports.

V. In-Port Treatment

A. Servicing of Vessels

Foreign vessels visiting U.S. ports can normally obtain bunkers, food, medical goods, other consumable supplies, and spare and replacement parts necessary for maintaining and operating a vessel. Vessels that have called at a port under Cuban control since January 1, 1963, or that have such a port on their current voyage itineraries (see 15 C.F.R. §371.9(b)(2)) and vessels which have called at a port under the control of North Vietnam or North Korea within 180 days or that will call at or carry cargo destined to such a port within 120 days (see 15 C.F.R. §371.9(b)(1)) cannot be bunkered at U.S. ports. Soviet vessels which have called in Cuba since January 1, 1963, or which have

called in North Vietnam since January 25, 1966, may call at U.S. ports and load or unload normal commercial cargoes. Validated export licenses are required for the sale of spare and replacement parts to visiting vessels under the flag of the USSR and various Eastern European countries and for the servicing of equipment of U.S. origin aboard these vessels. As licensing procedures are sometimes time-consuming, an arrangement with regard to spare parts for Soviet vessels will be provided similar to the one which now applies to Aeroflot in the United States. That is, either Soviet spare parts could be brought into the United States for later withdrawal from a customs bonded warehouse, or there could be a relaxation of rules regarding the purchase of certain spare parts from commercial suppliers in the U.S. for use in Soviet vessels. Such arrangements and relaxation of rules, of course, require reciprocity.

B. Fees and Taxes

The payment of fees and taxes is a complex problem under United States laws, but it is a problem encountered by all foreign shipowners and handled by them with little practical difficulty.

1. Tonnage Taxes

Tonnage taxes are collected by the U.S. Bureau

of Customs. The tonnage tax payments are assessed upon the net tonnage as stated in the vessel's document or as stated in an appendix attached to the vessel's document showing a net tonnage ascertained under rules of a foreign country which are substantially in accord with the rules of the United States. If the net tonnage stated in the vessel's document is manifestly incorrect, taxes may be assessed on the tonnage reported for the vessel by any recognized classification society, or may be leveled on the basis of an estimated tonnage pending admeasurement.

Vessels exempt from tonnage tax include vessels arriving solely for bunkers or stores and departing within 24 hours as well as vessels arriving in distress or not engaged in trade.

2. Other Port Charges

Other port charges, including charges for services such as wharfage, refuse disposal, fresh water, line handling and the like, are made by the owner of the pier to which the ship moors. This could be a private firm, a municipal or state government, or a port authority. These vary from port to port, and within each port depending on where the vessel is moored. Pilot fees and the cost of tugs

vary according to schedules available at each port. In all cases, these various duties and charges are uniformly applied to all vessels regardless of flag.

3. Taxes on Operating Revenues

Many political subdivisions in the United States impose taxes upon profits earned within their geographic jurisdictions. Under general principles of United States constitutional law, however, these subdivisions may not levy taxes on profits which unduly burden international trade. The present practice of the political subdivisions is not to levy income taxes on vessels or shipping companies, as long as their activities in U.S. ports are limited to the loading and discharging of cargoes moving in international commerce.

VI. Visa and Immigration Requirements

In order that a crew member of any foreign country may be allowed shore leave in the United States, he must have a passport or an acceptable document in lieu thereof, and an appropriate visa (an individual crew member visa or be included on a visaed crewlist) issued by a United States consular officer. No exit visas are required in order to leave the U.S. A Soviet crew member's passport will be considered adequate personal identification by the U.S. Government.

In order for a Soviet crew member to obtain a visa for entry into the U.S., a crewlist on Form I-418 showing the names of all crew members and certain personal data, including passport numbers, must be submitted to a U.S. Consulate 7 days before the arrival of the vessel in a U.S. port. The master or agent of every vessel arriving in the United States from any foreign place or from an outlying possession of the United States is required to present to the immigration officer at the port of first arrival a manifest of all crew members on board on Form I-418 with an appropriate visa.

Immigration and Naturalization Service regulations require that every alien crew member applying for landing privileges in the United States must make his application in person before an immigration officer and present his passport or acceptable document in lieu thereof. A crew member who is properly manifested on a visaed Form I-418 and is found admissable by the immigration officer is issued an authorization on Form I-95 valid for a period not exceeding 29 days from the date of issuance to land temporarily in the United States for shore leave during the period of time the vessel is in the port of arrival or in other ports in the United States to which it proceeds directly without touching at a foreign port or place. Soviet crew members

who are admitted are limited to the area of the port city in which their vessel is located.

Once granted shore leave, any foreign crew member must surrender his passport for safekeeping to the master of the vessel. The crew member should keep with him the Form I-95 which has been given to him by the immigration officer and which is evidence to show the date, place and type of admission.

In order that any foreign crew member may meet a vessel in a U.S. port, he must be issued a transit visa by the U.S. Government indicating both his port of arrival and his destination in the U.S. With regard to requests for any type of visa or application for entry for a citizen of any nationality, the United States Government maintains the right to judge an individual undesirable for entry into the U.S.

The master or agent of every vessel carrying passengers arriving in the United States from a foreign place or from an outlying possession of the United States must present a manifest of all alien passengers on board to the immigration officer at the first port of arrival. The manifest must be submitted on a Form I-418 with a completely executed Form I-94 in duplicate prepared for and presented by each alien passenger. All alien passengers must be documented with valid passports and visas issued by

a United States consul abroad.

Any vessel departing a United States port must present to the Immigration and Naturalization Service a manifest on Form I-418 covering the crew and any passengers aboard. All Forms I-95 shall be surrendered and the crew shall be mustered if required by the immigration officer in charge. Also to be surrendered are Forms I-94 issued to each alien passenger on arrival or prepared for each alien passenger who does not have one issued at time of entry.

VII. Jurisdiction Over Legal Causes

Under the prevailing U.S. view, a local political entity will not exercise criminal jurisdiction over acts committed on a vessel entering one of its ports unless the consequences of the crime extend to such entity or the crime is such that it disturbs the "peace of the port." In such instances, the local political entity consents to the exercise of jurisdiction by the foreign state to detain the person charged with the crime on board the vessel. Traditionally, crimes disturbing the "peace of the port" have been those of such gravity, such as murder, that the local political entity felt compelled to act. Local, rather than federal, courts have jurisdiction

over most criminal matters and the extent to which they adhere to the prevailing view may vary.

Under U.S. law, a foreign seaman may generally bring a claim for his wages against his employer in any court having jurisdiction.

The United States doctrine of sovereign immunity was explained in detail in the Aide-Memoire presented by the United States Government to the Embassy of the Soviet Union on July 16, 1971. Appointment of an agent for service of process in those jurisdictions wherein lawsuits appear most likely should eliminate the necessity of attachment of vessels in quasi in rem proceedings for purposes of obtaining jurisdiction. Attachment in in rem proceedings might be avoided, or the period of arrest connected therewith minimized, through appointment of an agent to post the requisite security in individual cases through general bonding procedures available under Supplemental Rule E(5)(b) of the Federal Rules of Civil Procedure or through purchase of appropriate protection and indemnity insurance.

VIII. Departure from U.S. Ports

A vessel departing a U.S. port with cargo or passengers for a foreign port or ports must clear

for such port or ports by presenting to the Bureau of Customs a manifest and export declarations for all cargo laden at that port and by complying with the other requirements set forth in Title 19 CFR 4.61. While the completed outward manifest and associated export declarations may otherwise be filed up to the fourth business day after clearance, a vessel may not be cleared for any port in certain countries until the complete manifest and required export declarations have been filed. These countries are specified in Treasury Decisions summarized in 19 CFR 4.75.

IX. Pollution Control

The Federal Water Pollution Control Act, as amended, prohibits discharging of oil into United States navigable waters in amounts which cause a film or sheen upon or discoloration of the surface of the water or adjoining shorelines or causes a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines. For each offense, not more than $10,000 can be assessed for knowingly discharging harmful quantities of oil as defined above. The Federal Water Pollution Control Act, as amended, also requires any person in charge of a vessel which makes such a discharge to immediately

notify the Coast Guard. Failure to make immediate notification can result in a fine of not more than $10,000 or imprisonment for not more than one year or both. Pollution control generally is a subject of great interest in the United States Congress and additional legislation in this area may be expected. Additional international agreements in this field may also be expected which, when ratified, will become part of United States law.

The Refuse Act, 1899,[1] prohibits the throwing, discharging, or depositing of any refuse matter of any kind or description whatever from vessels into any navigable water of the United States or into any tributary of any navigable water or on any bank of these waters. Refuse includes garbage, oil or cargo, whether or not it has commercial value. Maximum penalty for violation of this Act is a fine of $2,500 and a period of imprisonment of one year. The federal regulations implementing the Refuse Act of 1899 exempt vessel sewage. However, local or state requirements may, in some areas, require sewage treatment or discharge ashore. At this time the areas covered by such requirements are few. This matter

[1] 30 Stat. 1152; 33 U.S.C. § 407.

should be determined for each port on a planned itinerary by the vessel's agent.

X. Vessels in Distress

Assistance to distressed vessels, regardless of nationality, is provided by the United States Coast Guard and is well known to the worldwide maritime community. This assistance does not, however, routinely include salvage. Salvage is conducted as private enterprise by a number of United States salvage firms.

Should a marine casualty result in shipwreck in United States territorial waters, several actions must be taken by the owner of the vessel.

(a) Immediately mark the location of the wreck to conform to the lateral system of buoyage. Such marking must be maintained until the obstruction is removed or the right of the owner to abandon is legally established and has been exercised.

(b) Promptly report the fact and intention to mark to the nearest United States Coast Guard Marine Inspection Office and the District Engineer, Corps of Engineers, U.S. Army.

(c) Should abandonment be decided upon, the intention to abandon should be addressed to the District Engineer, Corps of Engineers, U.S. Army, within whose district the vessel is located. A request

for abandonment is not automatically granted, and until it is accepted, the owner remains responsible for all civil liability.

(d) Additionally, marine casualties in general are subject to the following:

(1) Notice of marine casualty. The owner, agent, master, or person in charge of a vessel involved in a marine casualty shall give notice as soon as possible to the nearest Marine Inspection Office of the Coast Guard whenever the casualty results in any of the following:

(i) Actual physical damage to property in excess of $1,500.00.

(ii) Material damage affecting the seaworthiness or efficiency of a vessel.

(iii) Stranding or grounding.

(iv) Loss of life.

(v) Injury causing any persons to remain incapacitated for a period in excess of 72 hours; except injury to harbor workers not resulting in death and not resulting from vessel casualty or vessel equipment casualty.

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(2) Substance of marine casualty notice. The notice required shall show the name and official number of the vessel involved, the owner or agent thereof, and insofar as is practicable, the nature and probable occasion of the casualty, the locality in which it occurred, the nature and extent of injury to personnel and the damage to property.

(3) Marine casualty or accident. The term "marine casualty or accident" shall mean any casualty or accident involving any vessel if such casualty or accident occurs upon the navigable waters of the United States, its territories or possessions, or any casualty or accident wherever such casualty or accident may occur involving any United States vessel which is not a public vessel.

It should be noted that, as a delegate state to the International Association of Lighthouse Authorities (IALA), the United States is participating in the drafting of international recommendations

concerning the marking of shipwrecks. The landing ashore in the U.S. of cargoes salvaged from a wrecked vessel is subject to customs entry. Application should be made to local officials of the United States Bureau of Customs for details.

XI. Domestic Commerce

Foreign vessels must obtain permits to proceed between United States ports. Foreign vessels may not engage in any of the following activities while in the United States.

1. Domestic trade (cabotage), meaning the transportation between points in the United States of merchandise or passengers laded at one point in the U.S. and unladed in another.

2. Towing any vessel between points in the United States except a vessel of foreign registry or a vessel in distress.

3. Salvage operations, unless the Commissioner of Customs is satisfied that no suitable United States vessel is available.

4. Dredging (if foreign-built).

One exception to the exclusion of foreign vessels from the United States domestic trade is that vessels of countries which extend reciprocal privileges to vessels of the United States may, under certain conditions, transport between ports in the United States

empty cargo containers, equipment for such containers, empty barges designed to be carried aboard an ocean-going vessel, empty instruments of international traffic, and stevedoring equipment and material. At this time the Soviet Union and the United States have not made arrangements to extend such privileges to the other nation's vessels.

Москва, 14 октября 1972 г.

Уважаемый господин П.Г.Питерсон

В связи с подписанием сегодня Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам морского судоходства, мы договорились, что обменяемся информацией, излагающей процедуру захода и пребывания иностранных судов в портах СССР. Соответственно, к настоящему письму прилагается Памятная записка о процедуре захода и пребывания иностранных судов в портах СССР.

Настоящим подтверждаю также получение от Вас Вашего Меморандума по процедуре в портах США и другим вопросам, вместе с сопроводительным письмом, подписанным Вами.

С уважением,

Т.Б.ГУЖЕНКО
Министр Морского
Флота СССР

Приложение.

Господину П.Г.ПИТЕРСОНУ
Министру Торговли
США

г.Вашингтон

ПАМЯТНАЯ ЗАПИСКА
О ПРОЦЕДУРЕ ЗАХОДА И ПРЕБЫВАНИЯ ИНОСТРАННЫХ СУДОВ В ПОРТАХ СССР

Введение

Доступ иностранных судов в порты СССР регулируется действующими законами и правилами, установленными Правительством СССР, Правительствами соответствующих Союзных Республик, местными органами власти и портовыми властями в тех пределах, в которых они осуществляют свою юрисдикцию. Портовые процедуры, действующие законы и правила и некоторые другие вопросы, отмеченные ниже, применяются, в принципе, ко всем иностранным судам. Специальные ссылки сделаны в тех ограниченных случаях, в которых судам под флагом США предоставляется режим, отличный от режима других иностранных судов.

I. Навигационная информация

Навигационные карты и другие публикации, необходимые для плавания в водах и портах СССР, приведены в "Каталоге карт и изданий" (Гидрографическое Управление Министерства Обороны) и могут быть приобретены по текущим ценам через агентство "Инфлот" в порту захода.

Извещения Мореплавателям издаются еженедельно. Информация по безопасности мореплавания регулярно передается по радио на частотах, предусмотренных для этих целей международными Правилами.

II. Заход в порты СССР

В соответствии с упомянутым выше обменом нотами, уведомление о посещении судном под флагом США порта СССР, из числа портов, открытых для захода по уведомлению, должно быть получено не менее, чем за четыре дня до прибытия в порт. Уведомление о заходах морских торговых судов должно быть передано Министерству морского флота СССР, Москва, ул.Жданова I/4, соответствующим агентством "Инфлот" Уведомление о заходах исследовательских и учебных судов торгового флота должно быть передано Министерству Иностранных Дел СССР, Москва, по дипломатическим каналам.

Для коммерческих целей и независимо от информации, которая требуется по условиям фрахтования, рекомендуется, чтобы все иностранные торговые суда сообщали соответствующим агентствам "Инфлот" достаточно заблаговременно цель прибытия в порт, флаг судна, нетто-регистровый тоннаж, длину судна, груз в каждом из трюмов, потребности в снабжении, и другом обслуживании, а также за 48, 24 и 4 часа до прихода уточнение предполагаемого времени прибытия.

Иностранные суда могут обычно получить в порту бункер, продовольствие, лекарства, различное снабжение и запасные части, необходимые для содержания и управления судна. Рекомендуется, чтобы запросы на бункер направлялись в агентство "Инфлот" не менее, чем за I0 дней до предполагаемой бункеровки.

III. Лоцманская проводка

В водах и портах СССР лоцманская проводка для иностранных судов является обязательной. Требования о лоцманской проводке являются единообразными, но входят в сферу лоцманских правил, устанавливаемых местными властями, в юрисдикции которых находится порт. По этим причинам лоцманские

правила могут отличаться в одном порту от другого.

В большинстве портов ввод и вывод судов производится круглосуточно. В ряде портов лоцманская проводка осуществляется с помощью буксиров. В некоторых портах при проводке используются береговые радиолокаторные и радиопеленгаторные станции.

Другие обычные средства навигационного обеспечения могут быть также получены на месте любым судном, заходящим в советский порт.

IУ. Прибытие в порт

Прибывшим в порт иностранным судам запрещается иметь сообщения с берегом до получения на это разрешения портовых властей.

На прибывшее в порт судно поднимается комиссия из представителей служб контроля:

- пограничного;
- таможенного;
- карантинно-санитарного;
- сельскохозяйственного карантина.

Капитан заполняет отдельные декларации для каждой из перечисленных служб, предъявляет комиссии судовые документы, паспорт, мустероль и представляет:

- список экипажа - 6 экз.
- список пассажиров - 6 экз.
- список судовой провизии - 2 экз.
- список валюты и драгоценностей с указанием пофамильно владельцев и сумм в каждой валюте — 2 экз.
- грузовые документы - 4 экз.

По окончании работы комиссии капитану сообщают о разрешении сообщений с берегом (судну предоставляется свободная практика).

a. Таможенный контроль

Представитель таможни досматривает судно, проверяет правильность списков валюты и драгоценностей, опечатывает помещения с оружием, наркотиками и грузами, предназначенными для других портов. Вывоз из СССР и ввоз в СССР советской валюты запрещается. Любые операции с иностранной валютой помимо учреждений Государственного Банка преследуются по закону, как уголовное преступление.

b. Пограничный контроль

Представители пограничной службы проверяют судовую роль, паспорта или заменяющие их удостоверения личности и досматривают судно. Членам экипажа и пассажирам выдаются разрешения (карточки) для схода на берег. Эти разрешения предъявляются представителю пограничной службы на причале.

c. Карантинно-санитарный контроль

Врач карантинно-санитарной службы проверяет благополучие в санитарном отношении судна, экипажа и пассажиров. Все члены экипажа должны иметь сертификаты о прививках против оспы, а в отдельных случаях и от других эпидемических болезней. Лица, не имеющие таких сертификатов, должны получить необходимые прививки до схода на берег (бесплатно).

Капитан судна должен прдъявить карантинным властям дератизационное свидетельство или свидетельство об освобождении от дератизации. При отсутствии свидетельства судно обследуется и при необходимости производится дератизация.

d. Сельскохозяйственный карантинный контроль

Представитель государственной сельскохозяйственной карантинной инспекции проверяет кладовые судна и трюмы. При обнаружении на судне или в грузе сельскохозяйственных

вредителей, использование продуктов, зараженных такими вредителями, а также выгрузка или погрузка до производства дезинсекции помещений судна запрещается. Стоимость дезинсекции относится за счет судна. Текущие ставки оплаты за дезинсекцию могут быть получены в агентстве "Инфлот" в соответствующем порту.

У. Визы

Для выхода на берег в порту СССР членов экипажа судна США требуется представление списка членов экипажа в консульское учреждение СССР не менее, чем за 7 дней до даты предполагаемого прибытия в порт. Лица, которые будут признаны нежелательными и не получат визы, могут, тем не менее, оставаться на судне без права выхода на берег в советском порту.

Лица, не внесенные в список членов экипажа судна, должны иметь для выхода на берег советскую визу, должным образом оформленную консульским учреждением СССР.

Члены экипажа судов США, получившие указанную визу, в списке экипажа, имеют право на посещение города, в котором находится порт. Члены экипажа, кроме капитана судна, обязаны возвращаться на борт не позднее 24-00 каждого дня стоянки. Сход на берег в ночное время для членов экипажа разрешается только по служебным делам и в других неотложных случаях.

Если по какой-либо причине член экипажа должен покинуть свое судно в советском порту и выехать в другой город или покинуть пределы СССР, он должен получить на это визу в паспорте или удостоверении личности моряка в Отделе виз и регистрации города, в котором находится порт, или в ближайшем таком учреждении. Член экипажа, прибывающий в СССР для присоединения к экипажу судна, должен также иметь въездную визу. Все иностранные пассажиры, желающие выйти на берег, должны иметь действительные национальные паспорта и визы, выданные советским консулом за границей.

УI. Обслуживание судов.Тарифы.

Обслуживание иностранных судов в советских портах производится через агентства "Инфлот" в соответствующем порту.Все предполагаемые расходы каждого судна должны быть заранее согласованы судовладельцем с агентством "Инфлот" соответствующего порта и обеспечены оплатой до отхода судна из порта. В противном случае иностранное судно может быть задержано в порту до того , как расходы будут оплачены или их оплата гарантирована иным способом.

Ставки сборов и платежей за услуги, оказываемые судам в портах СССР, применяются единообразно ко всем иностранным судам независимо от флага и опубликованы в информации "Инфлота" по обслуживанию. Агентства "Инфлот" предоставляют в каждом порту и некоторые другие услуги, которые оплачиваются по местным тарифам или по договоренности.

Суда, заходящие в порт· а) исключительно для бункеровки, за пресной водой, продовольствием или для получения медицинской помощи или b) в неотложных случаях, освобождаются от оплаты корабельных сборов.

УП. Юрисдикция в советских портах

Иностранное торговое судно в порту СССР, а также находящиеся на нем члены экипажа подпадают под действие советских законов.

Власти СССР не будут, однако, иначе как по просьбе или с согласия компетентного сотрудника консульства, осуществлять такую юрисдикцию или вмешиваться (в зависимости от случая) в связи с любым обстоятельством, возникающим на борту иностранного судна, кроме случаев связанных с уголовным преступлением, затрагивающим граждан СССР или другое лицо, не являющееся гражданином страны флага судна, не являющееся членом экипажа или каким-либо иным образом связанным с судном, или затрагивающим безопасность СССР или мир и спокойствие в порту, и кроме слу-

чаев, связанных с серьезным нарушением закона СССР.

Власти имеют право производить на иностранных торговых судах аресты в тех случаях, когда преступление совершено частично или полностью на берегу или когда последствия этих преступлений могут вызвать серьезные осложнения на берегу, а также по просьбе капитана иностранного судна или если это является необходимым для предупреждения торговли наркотиками.

По советскому законодательству суверенным иммунитетом пользуются только судах, принадлежащие государству, которые не подлежат, по этой причине, аресту в связи с гражданским иском. Однако по советским законам для судов, являющихся собственностью иностранного государства, суверенный иммунитет может быть ограничен в тех пределах, в которых такое иностранное государство признает иммунитет советских судов, принадлежащих государству.

VIII. Контроль за загрязнением моря и внутренних вод

В СССР контролю за загрязнением моря и внутренних вод придается большое значение. В настоящее время подготавливаются новые Правила, направленные на введение более эффективных мер предупреждения загрязнения внутренних и территориальных вод.

Действующими Правилами предусмотрен штраф в размере 2 рублей за один килограмм разлитого нефтепродукта в случае загрязнения внутренних и территориальных вод путем выгрузки, откачки или разлива нефти или нефтепродуктов с судна. Кроме того, судно ответственно за фактический ущерб, причиненный таким загрязнением. Строго запрещено выбрасывание мусора с судна за борт. По заявке капитана и за счет судна администрация порта обеспечивает дезинфекцию мусора и снимает его с судна.

IX. Выход иностранных судов из советских портов

После окончания грузовых или иных операций в порту судно должно получить разрешение властей на отход. Портовые власти не разрешат выход судна из порта, если оно перегружено сверх грузовой марки, установленной Международной конвенцией о грузовой марке 1966 г., или в немореходном состоянии, если не оплачены

портовые расходы или просрочены судовые документы.

Все грузовые документы должны быть подписаны капитаном до отхода. По заявке капитана, представляемой через агентство "Инфлот", комиссия из представителей пограничных, таможенных и портовых властей прибывает на судно, досматривает его, и проверяет экипаж и судовые документы и разрешает выход судна из порта.

X. Помощь терпящим кораблекрушение

В СССР действует аварийно-спасательная служба, которая оказывает услуги терпящим кораблекрушение, также как по спасению и буксировке в порты убежища и т.п. судам любой национальности. Обращения принимаются по радио на частотах, отведенных для сигналов бедствия, либо через агентства "Инфлот".

XI. Каботажные перевозки между портами СССР

Иностранные суда, находящиеся в водах СССР, не могут участвовать в любом из нижеследующих видов деятельности:

I. Осуществлять каботажные перевозки, означающие транспортировку между пунктами СССР товаров или пассажиров, принятых в одном пункте СССР и сданных в другом.

2. Буксировать любое судно между пунктами СССР.

3. Осуществлять спасательные операции.

XII. Признание судовых документов

По Международной Конвенции об охране человеческой жизни на море 1960 г., часть В, предусмотрены документы, свидетельства и сертификаты, которые обычно требуются и признаются государствами, подписавшими Конвенцию. Мерительное свидетельство США признается портовыми властями СССР.

Иностранное судно может быть подвергнуто техническому освидетельствованию, если аналогичному освидетельствованию в портах этого государства подвергаются суда под флагом СССР.

XIII. Расследование аварий

Расследование аварий осуществляется капитанами портов СССР. Такое расследование в отношении иностранного судна яв-

лнется обязательным, если аварийный случай произошел в пределах территориальных и портовых вод СССР и затронул интересы СССР или его граждан. Такое расследование производится также, если аварийный случай произошел за пределами территориальных или портовых вод СССР и при этом последовала смерть или был причинен вред здоровью граждан СССР или был причинен ущерб имуществу СССР, его граждан или организаций.

Прочие аварийные случаи расследуются, если об этом последует просьба капитана судна, судовладельцев или консула страны флага судна.

Translation

Moscow, *October 14, 1972.*

DEAR MR. P. G. PETERSON:

In connection with the Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Certain Maritime Matters, signed today, we have agreed that we would exchange information describing procedures and other matters. Accordingly, enclosed is a Memorandum of U.S.S.R. Port Procedures and Other Matters.

This letter will also acknowledge receipt from you of your Memorandum on U.S. Port Procedures and Other Matters together with covering letter signed by you.

Respectfully,

T. GUZHENKO

T. B. Guzhenko
Minister of the Merchant Marine of the USSR

Enclosure.

Honorable PETER G. PETERSON,
Secretary of Commerce of the USA,
Washington, D.C.

Memorandum on USSR Port Procedures and Other Matters

INTRODUCTION

Access to USSR ports by any foreign vessel is subject to compliance with applicable laws and regulations of the Government of the USSR, the governments of the respective Soviet Republics and local municipal and port authorities in the areas wherein they have their jurisdiction. The USSR port procedures and applicable laws and regulations and certain other matters outlined below apply generally to all foreign vessels. Specific mention is made of those limited instances where U.S. flag vessels would be treated differently from other foreign vessels.

I. NAVIGATIONAL AIDS

Charts and other publications necessary for navigation of USSR ports and waters are listed in the "Catalog of Charts and Publications" (Department of Hydrography, USSR Ministry of Defense), and are available at current prices through the Inflot port agency for the port where entry is to be made.

Notifications to mariners are issued each week. Marine safety information is broadcast at scheduled intervals on specific frequencies as provided for by international regulations

II. ENTRY TO USSR PORTS

In accordance with the exchange of notes mentioned above, notification of a visit by a vessel under the flag of the U.S. to a USSR port on the list of ports open to calls upon notice must be received at least four days in advance of port entry. Notice of visits of commercial maritime vessels shall be forwarded to the USSR Ministry of Merchant Marine, ¼ Zhdanov Street, Moscow, from the relevant "Inflot" shipping agent. Notice of visits of research and merchant marine training vessels shall be forwarded to the USSR Ministry of Foreign Affairs, Moscow, through diplomatic channels.

For commercial purposes and notwithstanding the information required to be given under a contract of affreightment, it is advisable that all foreign merchant vessels communicate to the relevant "Inflot" shipping agents reasonably in advance the purpose of arrival, the flag, registered net tonnage, length of the vessel, cargo in each hold, requests for supplies and other services, and in addition the updated expected time of arrival 48, 24 and 4 hours in advance of arrival.

Foreign vessels in port can normally obtain bunkers, food, medical goods, other consumable supplies and spare and replacement parts necessary for maintaining and operating a vessel. It is recommended that bunker requests be made through the "Inflot" agency not less than 10 days in advance of proposed bunkering.

III. PILOTAGE

Pilotage is compulsory for foreign-flag vessels in USSR ports and waters. Pilotage requirements are uniform for all foreign flags but come under the purview of the pilotage laws of the local jurisdiction in which the port is located. Pilotage requirements may therefore vary from port to port.

In the majority of ports, entry and departure of vessels take place around the clock. In some ports pilotage is carried out with the aid of tugboats. In others shore radar and radio direction-finding stations are used.

Other normal navigational aids are available locally for any vessel entering a Soviet port.

IV. ENTRY TO USSR PORTS

Foreign vessels which have arrived in port are not allowed to have contact with shore before receiving permission for this from the port authorities. On arrival in port, a commission composed of representatives of the following authorities boards the vessel:

Border Control;
Customs;
Health;
Agriculture.

The captain fills out separate declarations for each of the above authorities, presents the vessel's documents, passports, and muster roll to the commission, and delivers:

A crew list (six copies);
A passenger list (six copies);
A list of the vessel's provisions (two copies);
A list of currency and valuables with an indication of the names of the owners and the amounts of each currency each possesses (two copies);
Cargo documents (four copies).

Upon completion of the work of the commission, the captain is informed that permission is granted for contact with shore (free pratique granted to the vessel).

a. Customs

A customs official examines the vessel, checks the accuracy of the lists of currency and valuables, and seals any compartment containing arms, narcotics and cargo intended for other ports. Taking Soviet currency out of the USSR and bringing it into the USSR is forbidden. Any dealings involving foreign currency, except through the agencies of the USSR State Bank are punishable by law as a criminal offense.

b. Border Control

Border control officials examine the ship's rolls, passports, and seaman's identity cards, issued in place of passports, and examine the vessel. Crew members and passengers are given passes for going ashore. These passes are shown to the border official on duty at the pier.

c. Health (Quarantine and Sanitary Control)

The medical officer of the health authorities ascertains the satisfactory sanitary condition of the vessel and the health of the crew and passengers. All crew members must have certificates of smallpox vaccination, and in certain cases, of other epidemic diseases as well. Persons not having such certification must obtain the necessary (free) vaccinations before going ashore.

The master of the vessel must present to the health authorities a deratization certificate or a certificate of release from deratization. If no certificate is available, the vessel must be examined and, if necessary, deratized.

d. Agricultural Quarantine Control

The State Agricultural Quarantine inspector examines the storerooms and holds of the ship. Upon finding agricultural pests on the vessel or in its cargo, he prohibits the use of foodstuffs infested by such pests as well as discharging or loading until disinfestation of the vessel's compartments is carried out. The cost of disinfestation is borne by the vessel. The current rate may be obtained from the "Inflot" agency at the port concerned.

V. VISAS

To obtain permission for crew members of a U.S. vessel in a USSR port to go ashore, it is necessary to present a list of the crew members to a USSR consular establishment not less than 7 days before the date

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of intended arrival in port. Persons who are found undesirable and who do not receive visas can, nevertheless, remain on board the vessel without the right of going ashore in a Soviet port.

Persons not included on the list of crew members of the vessel must have a Soviet visa, duly issued by a USSR consular establishment, for going ashore.

Crew members on the crew list of the U.S. vessel who have received the indicated visa have the right to visit the port city. Crew members, with the exception of the vessel's master, must return to the vessel not later than 2400 hours on each day of the vessel's stay. Going or remaining ashore at night is permitted for crew members only on official and other urgent business.

If for any reason a crew member must leave his ship in a Soviet port and travel to another city or leave the USSR, he must receive a visa for this in his passport or seaman's document of identity at the Department of Visas and Registration of the port city, or at the nearest such institution. A crew member entering the USSR to join a crew must also obtain an entry visa. All alien passengers desiring shore leave must be documented with valid national passports and visas issued by a Soviet consul abroad.

VI. SERVICING OF VESSELS. FEES.

Servicing of foreign vessels in Soviet ports is conducted through the "Inflot" agency at the port concerned. An estimate of all likely expenses of each vessel must be worked out in advance by the shipowner with the "Inflot" agency at the given port and payment guaranteed before departure of the vessel from port. Otherwise, the foreign vessel may be detained in port until the expenses are paid or payment guaranteed in some other way.

The rates of charges and payments for services rendered to vessels in USSR ports are applied uniformly to all foreign vessels regardless of flag and are published in the "Inflot" service booklet for each port. The "Inflot" agency at each port arranges certain other services which are paid for according to local prices or a contract.

Vessels calling at port (a) solely for bunkers, fresh water, provisions or health needs, or (b) in cases of emergency, are exempt from paying tonnage dues.

VII. JURISDICTION IN SOVIET PORTS

Foreign merchant vessels in USSR ports, as well as their crews, fall under Soviet jurisdiction. The USSR authorities will not, however, except at the request or with the consent of the competent consular officer, exercise such jurisdiction or intervene (as the case may be) in respect of any matter occurring on board a foreign vessel, except in connection with a criminal offense affecting citizens of the USSR or any other person not a national of the vessel's flag, not a member of the crew, or not otherwise attached to the ship, or affecting the security of the USSR or the peace or good order of the port, and

except in connection with an offense which constitutes a grave offense under the law of the USSR.

The authorities have the right to make arrests on board foreign merchant ships in cases when the crime has been committed wholly or partially on shore or when the consequences of these crimes may cause serious complications on shore, and also at the request of the captain of the foreign vessel or if this appears necessary to prevent traffic in narcotics.

Under Soviet law, sovereign immunity is accorded only to state-owned vessels, which therefore are not subject to attachment in connection with civil suits. However, vessels which are the property of a foreign state can be denied sovereign immunity under Soviet law to the same extent such foreign state does not accord immunity to Soviet-owned vessels.

VIII. POLLUTION CONTROL OF MARINE AND INLAND WATERS

Pollution control in marine and inland waters generally is a subject of great concern in the USSR. New rules aimed at introduction of more effective measures preventing pollution of internal as well as territorial waters are now being prepared.

Present regulations providing for a fine amounting to two rubles per kilo of spilled oil products are applicable in case of pollution of internal and territorial waters by discharging, dumping or spilling of oil or oil products from a vessel. In addition, the vessel is liable for the actual damages caused by such pollution.

Discharging of garbage overboard is strictly prohibited. Upon request of the master, the port administration ensures the disinfection of garbage and removal of same from the vessel at the expense of the vessel.

IX. DEPARTURE OF FOREIGN VESSELS FROM USSR PORTS

After completing cargo operations or other operations in a port, a vessel must receive permission of the authorities to depart. The port authorities do not permit departure from port if the vessel is overloaded beyond the load lines established by the International Convention on Load Lines of 1966 [1] or is unseaworthy, or has not paid port expenses, or if the vessel's documents have expired.

All cargo documents should be signed by the master before the departure. At the request of the master presented through the "Inflot" agency, a Commission composed of officials from border control, customs and port authorities boards the vessel and upon examination of the vessel, its crew and ship's papers clears the vessel for departure from port.

[1] TIAS 6331, 6629, 6720; 18 UST 1857; 20 UST 17, 2577.

X. ASSISTANCE TO VESSELS IN DISTRESS

In the USSR, an emergency rescue service is available for rescuing those who are shipwrecked, as well as for salvage and towing into ports of refuge, etc., to vessels of all nationalities. Requests for assistance are received by radio on frequencies allotted for distress signals, or through "Inflot" agencies.

XI. COASTAL TRADE BETWEEN USSR PORTS

Foreign vessels may not engage in any of the following activities while in USSR waters:

(1) Coastal trade (cabotage), meaning the transportation between points in the USSR of merchandise or passengers loaded at one point in the USSR and discharged in another;
(2) Towing any vessel between points in the USSR;
(3) Salvage operations.

XII. ACCEPTANCE OF VESSELS' DOCUMENTS

The International Convention on Safety of Life at Sea, 1960, Part B, describes those documents, surveys and certifications which will normally be required and accepted by the signatory nations. U.S. measurement certificates are acceptable to USSR authorities as valid measurements of tonnage.

When visiting a Soviet port, a foreign vessel may be subjected to a technical survey if a similar survey is required in ports of that vessel's state in relation to USSR-flag ships.

XIII. INVESTIGATION OF ACCIDENTS

Investigation of accidents is conducted by the captain of a Soviet port. Such investigation involving foreign vessels is obligatory for accidents which have occurred within the territorial and port waters of the USSR and have affected the interests of the USSR or its citizens. Such investigation is also carried out with respect to accidents occurring beyond the limits of USSR territorial and port waters and involving death or injury to Soviet citizens or damage to property belonging to the USSR, its citizens, or its entities.

Other accidents are subject to such investigation if the master of a vessel, shipowner, or consul of the country of the vessel's flag so requests.

N. Zuev, President
SOVFRACHT
Moscow G-200
SMOLENSKAJA SQ., 32/34

October 14th, 1972.

Honorable Robert J. Blackwell
Assistant Secretary for Maritime Affairs
U. S. Department of Commerce
Washington, D. C. 20235
U. S. A.

Dear Mr. Blackwell:

Enclosed is a copy of the letter which SOVFRACHT proposes to transmit to its chartering agents and which sets forth the charter party terms which we have agreed upon for fixtures made for the carriage of raw and processed agricultural commodities by American flag bulk cargo vessels under the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding Certain Maritime Matters executed today.

Also enclosed is the schedule of rates we have agreed upon for practical purposes to be used under that Agreement in place of a precise calculation of the three year average rate for 1969, 1970 and 1971 for the carriage of specified categories of raw and processed agricultural commodities by American flag bulk cargo vessels on the routes specified, for fixtures made prior to July 1, 1973.

With respect to Item 5 of the charter party terms, relating to cargo insurance, we hereby confirm our verbal advice to you that we will enter into discussions with officials of INGOSSTRAKH for the purpose of directing the placement of a portion of the marine cargo insurance coverage for shipments of raw and processed agricultural commodities with United States underwriters.

Very truly yours,

N. Zuev
President

Enclosures

Mr N. Zuev, President
SOVFRACHT
Moscow G-200
SMOLENSKAJA SQ., 32/34

Dear Mr

I wish to draw your attention to the following terms which have been agreed upon for the chartering of American flag tonnage for the carriage of grain to the Soviet Union:

1. The chartering of tankers is satisfactory to us.

2. The tonnage to be lifted by vessels will be limited only by draft limitations of the loading port since lightening down to the draft limitations of the discharge port is permitted.

3. Charterers guarantee 32/33 feet salt water draft at discharge port. Lighterage, if any, down to 32/33 feet salt water draft to be at receiver's risk and expense and time used to count as lay time, owner contributing to receivers $3.50 per long ton of cargo lightened.

4. The rates for demurrage per day or prorata for part of a day are as follows:

for vessels loading less than 15,000 long tons	$3,000 U.S. Ccy
for vessels loading between 15,000 and 30,000 long tons	$4,000 U.S. Ccy
for vessels loading over 30,000 long tons	$4,500 U.S. Ccy

with despatch rate being one-half of the demurrage rate.

5. Any extra cargo insurance due to vessel's age to be for owner's account. The amount will be at the actual cost of such insurance, net of discount, but shall not exceed the following scale:

Liberties/Forts/Parks/Ocean vessels and Empire of 7/8000 GRT built 1940/1945 inclusive - 3 percent

Other dry cargo vessels built 1940/1945 inclusive in the countries which participated in the Second World War - 1 percent.

All other vessels	16/20 years old	0.1875	percent
" "	21/25 " "	0.375	"
" "	26/30 " "	0.50	"
" "	31/35 " "	0.75	"
" "	over 35 " "	1.50	"

6. Receivers guarantee discharge at the rate of 2,000 metric tons alongside berth and 3,000 metric tons for lightening operations, per weather working day of twenty-four (24) consecutive hours, Sundays and official and local holidays and Saturdays after Noon (unless Saturday already a Holiday, in which case entire day not counting) excepted, whether used or not, provided vessel can deliver at such a rate. Days before holidays to count as three-quarters (3/4's) of a day Discharge to be free of risk and expense to the Vessel and for account and risk of the Buyers or Receivers.

7 Cargo to be loaded, stowed and trimmed by Charter's stevedores free of expense to the vessel within the following weather working days of twenty-four (24) consecutive hours, Sundays and Holidays excepted.

For vessels loading up to	25,000 long tons	- 5 days
" " " " "	35,000 " "	- 6 days
" " " " "	55,000 " "	- 7 days
" " " over	55,000 " "	- 9 days

8. Ice clause to the effect that vessel is not required to force ice, but must follow ice-breaker

9. Vacuvators employed for discharge of the vessel, including lightening, will be provided by receivers free of risk and expense to the vessel.

10. Form C Approved Baltimore Berth Grain Charter Party will be used with terms similar to those used for the charter of the Italian-flag MS DONATELLA, dated August 8, 1972, with Rider Clauses, subject to the following:

    a. modified as necessary to provide for tankers as follows:

        (i) Clause 16 - delete "holds" and insert "tanks"

        (ii) Clause 19 to read "Separations, if any required, by tanks only"

        (iii) Clause 25 to read "Owners guarantee tank top openings to be of sufficient size to permit unhindered loading as customary from elevator spouts and unhindered discharging as customary from suction pipes or vacuvators."

        (iv) Add Clause to read: "Vessel to be inspected and passed by National Cargo Bureau Surveyor, U.S. Department of Agriculture Grain Inspector and/or Board of Trade Surveyor or Charterer's surveyor as free of odor and in all respects suitable for loading grain cargo in bulk."

    b. the rate for second discharge port, if used, to be negotiated with owner; but not exceeding $.50 per long ton extra on the entire cargo. The owner's brokerage commission as agreed with owner

    c. modified to conform with the terms specified in items 1 through 9 above.

Sincerely,

N. Zuev
President

ATTACHMENT II

MINIMUM FREIGHT RATES FOR THE CARRIAGE OF AGRICULTURAL BULK CARGO WITH RESPECT TO FIXTURES MADE PRIOR TO JULY 1, 1973

The following minimum freight rates have been agreed upon for the chartering of American-flag tonnage for the carriage of agricultural bulk cargo to the Soviet Union with respect to fixtures made prior to July 1, 1973:

For Heavy Grains - corn, wheat, sorghums, milo, rye and soybeans

Trade Area	Base Rate Per L/T	Adjustment to Base Rate Per L/T	
U.S. Gulf Port/ Soviet Black Sea Port	$8.05 F.I.O.T.	---	
U.S. Gulf Port/ Soviet Baltic Port		-$.30	Plus $1.00 per L/T F.I.O.T if scheduled date of arrival is between Nov. 1 and Apr. 30
U.S. Gulf Port/ Soviet Pacific Port		+$2.00	
U.S.N.H. Port/ Soviet Black Sea Port		-$.50	
U.S.N.H. Port/ Soviet Baltic Port		-$.50	Plus $1.00 per L/T F.I.O.T. if scheduled date of arrival Baltic is between Nov. 1 and Apr. 30
U.S. North Pacific Port/ Soviet Pacific Port		+$.50	

For Barley

For the carriage of barley, the freight rates provided above will be increased by $.40 per long ton.

If vessel is directed by Charterers to trade outside of I.W.L. (Institute Warranty Limits) then any extra insurance premiums, if incurred, to be for Charterers' account.

Charter of American-flag ships for the carriage of raw and processed agricultural commodities involving trade areas or categories of cargo not provided for above will be established on the basis of the average market charter rates for the years 1969, 1970 and 1971. Where such market charter rates do not exist for a relevant route or category of cargo, agreed adjustments will be made to published current market charter rates for the most comparable route and category of cargo.

THE ASSISTANT SECRETARY OF COMMERCE
WASHINGTON, D.C. 20230

OCTOBER 14, 1972

Honorable N. ZUEV
President
Sovfracht
Moscow G-200
Smolenskaja Sq., 32/34

DEAR MR. ZUEV

This will acknowledge receipt of your letter of today transmitting a copy of the letter which you informed me SOVFRACHT proposes to transmit to its chartering agents and which sets forth the charter party terms which we have agreed upon for fixtures made for the carriage of raw and processed agricultural commodities by American flag bulk cargo vessels under the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding Certain Maritime Matters executed today

Also enclosed with your letter was the schedule of rates we have agreed upon for practical purposes to be used under that Agreement in place of a precise calculation of the three year average rate for 1969, 1970 and 1971 for the carriage of specified categories of raw and processed agricultural commodities by American flag bulk cargo vessels on the routes specified, for fixtures made prior to July 1, 1973.

You also confirm in your letter that with respect to Item 5 of the charter party terms, relating to cargo insurance, you will enter into discussions with officials of INGOSSTRAKH for the purpose of directing the placement of a portion of the marine cargo insurance coverage for shipments of raw and processed agricultural commodities with United States underwriters.

I am pleased to confirm that your letter and the enclosures reflect our agreement and understanding.

Very truly yours,

ROBERT J BLACKWELL

Robert J Blackwell
Assistant Secretary
for Maritime Affairs

TIAS 7513

THE ASSISTANT SECRETARY OF COMMERCE
WASHINGTON, D.C. 20230

OCTOBER 14, 1972

MR. IGOR AVERIN
Director of Department of Foreign Relations
of the Ministry of the Merchant Marine
Union of Soviet Socialist Republics
Moscow, Russia

DEAR MR. AVERIN

This is to confirm our mutual agreement on the understanding that the total of all agricultural cargoes fixed or shipped on and after July 1, 1972, from the United States to the Soviet Union will be included in determining the Soviet and U.S. shares under Article 7 and Annex III of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics regarding certain maritime matters.

Sincerely,

ROBERT J. BLACKWELL

Robert J Blackwell
Assistant Secretary
for Maritime Affairs

TIAS 7513

Department of Foreign Relations
of the Ministry of the Merchant Marine
Union of Soviet Socialist Republics

October 14, 1972

Mr. Robert J. Blackwell
Assistant Secretary for Maritime Affairs
Department of Commerce
Washington, D. C.

Dear Mr. Blackwell:

I acknowledge receipt of your letter of today's date and confirm our mutual agreement on the understanding that the total of all agricultural cargoes fixed or shipped on and after July 1, 1972, from the United States to the Soviet Union will be included in determining the Soviet and U. S. shares under Article 7 and Annex III of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics regarding certain maritime matters.

Sincerely,

IGOR AVERIN
Director of Department of Foreign Relations
of the Ministry of the Merchant Marine

THE ASSISTANT SECRETARY OF COMMERCE
WASHINGTON, D.C. 20230

OCTOBER 14, 1972

MR. N. ZUEV
President
Sovfracht
Moscow, Russia

DEAR MR. ZUEV

This letter will serve to confirm to you our understanding that the Maritime Administration, U.S. Department of Commerce, will use its good offices and influence with U.S. shipowners in assisting the Soviet Union in procuring vacuvators for grain discharging operations.

Additionally, we confirm our understanding that tankers can only be discharged by vacuvators and that in order to fulfill the terms agreed upon it will be necessary either for receivers to purchase vacuvators directly or for tanker owners and/or the receivers to come to some arrangement for providing a means of discharge.

Sincerely,

ROBERT J. BLACKWELL

Robert J Blackwell
Assistant Secretary
for Maritime Affairs

MEMORANDUM OF UNDERSTANDING

Acting on behalf of the designated representatives under Annex III of the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding Certain Maritime Matters, and pursuant to Paragraph 2a of the letters exchanged by the Secretary of Commerce of the United States of America and the Minister of Merchant Marine of the Union of Soviet Socialist Republics dated October 14, 1972, in connection with the Agreement and relating to the understanding of the Parties concerning "mutually acceptable rates," we have agreed that the charter rates specified in Paragraphs 2(a)(ii) for shipments of raw and processed agricultural commodities shall be as set forth below for the carriage of heavy grains from U.S. Gulf of Mexico ports to Soviet Black Sea ports, for vessels fixed for loading and tendered by 4:00 p.m. on or before:

December 15, 1972	$9.40 U.S. Ccy. per long ton F I.O.T.
December 25, 1972	$9.20 U.S. Ccy. per long ton F I.O.T.
January 25, 1973	$9.00 U.S. Ccy. per long ton F I.O.T.

plus 10 percent of such rates.

It is our intention to expedite and effectuate to the fullest extent practicable the carriage by U.S.-flag vessels of such raw or processed agricultural commodities under the Agreement consistent with the availability of U.S. vessels.

DONE at Washington, D.C., this 22d day of November, 1972.

Ministry of Merchant Marine
of the Union of Soviet Socialist
Republics

N. ZUEV

22/XI-72

Maritime Administration
Department of Commerce of
the United States of America

ROBERT J. BLACKWELL

MEMORANDUM OF UNDERSTANDING

Acting as the designated representatives under Annex III of the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding Certain Maritime Matters, and pursuant to Paragraph 2a of the letters exchanged by the Secretary of Commerce of the United States of America and the Minister of Merchant Marine of the Union of Soviet Socialist Republics dated October 14, 1972, in connection with the Agreement and relating to the understanding of the Parties concerning "mutually acceptable rates," we have agreed that the charter rates specified in Paragraphs 2(a)(ii) for fixtures made prior to July 1, 1973 for shipments of raw and processed agricultural commodities shall be as set forth below for the carriage of heavy grains from U. S. Gulf of Mexico ports to Soviet Black Sea ports, for vessels tendered after 4:00 p.m. on January 25, 1973:

$9.40 U. S. Ccy. per long ton F I.O.T.
plus 10 percent of such rate.

DONE at Washington, D. C., this 15th day of December, 1972.

Ministry of Merchant Marine
of the Union of Soviet Socialist
Republics

15/XII-72

IGOR AVERIN

Maritime Administration
Department of Commerce of
the United States of America

ROBERT J. BLACKWELL

MEMORANDUM OF UNDERSTANDING

Procedure for Certification that U. S. -Flag Vessels are not Available to Carry Raw or Processed Agricultural Commodities Offered for Carriage Between Ports Served by Such Vessels With Reasonable Notice and Upon Reasonable Terms and Conditions Pursuant to Paragraph 2c of Annex III of Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding Certain Maritime Matters

The designated representative of the Government of the U. S. S. R. has advised that the total volume of raw and processed agricultural commodities expected to be fixed or shipped from the U. S. to the U. S. S. R. on and after July 1, 1972, and through June 30, 1973, for purposes of determining the Soviet and U. S. shares under Article 7 and Annex III of the Agreement will be 19,200,000 long tons. The U. S. share, therefore, is established at 6,400,000 long tons.

The designated representative of the Government of the U. S. S. R. and the designated representative of the U. S. A. have mutually agreed that the cargoes have been offered or will be offered for the carriage of this share to U S. -flag vessels on reasonable notice and upon reasonable terms and conditions with loading periods as follows:

Nov 22, 1972 through Jan 25, 1973	1,266,000 tons
Jan. 26, 1973 through Apr. 30, 1973	3,096,000 tons
May 1, 1973 through June 30, 1973	2,038,000 tons
TOTAL	6,400,000 tons

On December 15, 1972, the designated representative of the Government of the U. S. A. will make a determination of (1) the number of tons which will have been loaded by January 25, 1973, on U. S. -flag vessels which have actually been fixed from the date of implementation of the Agreement through December 15, 1972, and (2) the estimated number of additional tons of capacity available for this trade on U. S. -flag vessels for fixture and tender for loading by January 25, 1973. If the sum of categories (1) and (2) in the preceding sentence is less than 1,266,000 tons, the designated representative of the U. S. A., pursuant to Paragraph 2c of Annex III of the Agreement, will certify on December 15, 1972, that U. S. -flag vessels are not available to carry the difference between the sum of categories (1) and (2) and 1,266,000 tons.

TIAS 7513

97-787 (Pt. 4) O 73 17

On March 1, 1973, the designated representative of the Government of the U. S. A. will make a determination of (1) the number of tons which will have been loaded by April 30, 1973, on U. S. -flag vessels which have actually been fixed from the date of implementation of the Agreement through March 1, 1973, and (2) the estimated number of additional tons of capacity available for this trade on U. S.-flag vessels for fixture and tender for loading by April 30, 1973. If the sum of categories (1) and (2) in the preceding sentence plus the number of tons covered by the previous certification is less than 4,362,000 tons, the designated representative of the U. S. A., pursuant to Paragraph 2c of Annex III of the Agreement, will certify on March 1, 1973 that U.S.-flag vessels are not available to carry the difference between the sum of categories (1) and (2) plus the number of tons covered by the previous certification and 4,362,000 tons.

On April 15, 1973, the designated representative of the Government of the U. S. A. will make a determination of (1) the number of tons which will have been loaded by June 30, 1973 on U S. -flag vessels which have actually been fixed from the date of implementation of the Agreement through April 15, 1973 and (2) the estimated number of additional tons of capacity available for this trade on U. S. -flag vessels for fixture and tender for loading by June 30, 1973. If the sum of categories (1) and (2) in the preceding sentence plus the number of tons covered by the previous certifications is less than 6,400,000 tons, the designated representative of the U.S.A., pursuant to Paragraph 2c of Annex III of the Agreement, will certify on April 15, 1973, that U.S.-flag vessels are not available to carry the difference between the sum of categories (1) and (2) plus the number of tons covered by previous certifications and 6,400,000 tons.

At ten-day intervals commencing December 26, 1972, through June 30, 1973, the designated representative of the Government of the U. S. A. will provide to designated representatives of SOVFRACHT located in the United States informal reports of the estimated grain tonnage that is expected to be carried by U.S.-flag

vessels that have not actually been fixed as of the date of the report, but is expected to be loaded on U. S.-flag vessels during the remainder of the then current period of the following three periods:

November 22, 1972 through January 25, 1973
January 26, 1973 through April 30, 1973
May 1, 1973 through June 30, 1973

DONE at Washington, D. C., this 15th day of December, 1972.

15 XII-72

IGOR AVERIN
Ministry of Merchant Marine
of the Union of Soviet Socialist
Republics

ROBERT J. BLACKWELL
Maritime Administration
Department of Commerce of
the United States of America

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Use by Bahamian Organizations of Certain Lands at the United States Navy Base, Great Exuma Island, Bahamas

Agreement effected by exchange of notes
Signed at Nassau June 19, September 12, and November 2, 1972;
Entered into force November 2, 1972.

The American Consul General to the Governor of the Bahama Islands

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

NO. 04 JUNE 19, 1972

EXCELLENCY:

I have the honor to refer to previous correspondence between our two governments concerning the use by Bahamian organizations, both public and private, of certain areas of land situated at the United States Navy Base, George Town, Great Exuma Island, Bahamas. These areas are part of the premises leased under the provisions of the Agreement between the Governments of the United Kingdom and the United States of America signed at London on March 27, 1942,[1] the boundaries of which are described in the 1st Schedule to the Lease dated January 19, 1944, from the Governor-in-Council of the Bahama Islands.

The areas in question are:

1. Lands used by the Ministry of Works for
   A. The Resident Engineer's quarters; and
   B. a maintenance shed.
2. An area used by Bahamia Limited for the manufacture of masonry building blocks.
3. Land requested by the Exuma Junior Chamber of Commerce for use for a Community Center.
4. A school teacher's residence.

A description of these areas is attached to this Note together with a map [2] showing their location.

Acting in the interests of the George Town Community and in the spirit of good neighborliness and friendly cooperation of the said

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[1] Should read "1941,". EAS 235; 55 Stat. 1560.
[2] Not printed. See footnote 1, p. 3690.

Agreement, it is the understanding of the Government of the United States of America that the temporary use of these areas by the Commonwealth of the Bahama Islands shall henceforth be formally authorized by this exchange of Notes and that the use of the areas designated for use by the community center and Bahamia Limited, respectively, will be regularized in due course by appropriate subleases from the Government of the United States to these organizations.

In addition to the authorization for the use of these lands the United States Government is also prepared to authorize the use and further development of the natural fresh water lens situated within the leased premises for the purpose of supplying water to the public in the settlement of George Town and will grant appropriate licenses for the temporary use of the existing water tank pumping station and associated plant and equipment, electric lines, pumps, piping, etc., necessary for the operation of the George Town water supply system. The United States Government will further authorize such extensions of the said water supply system as may be necessary for continuing the supply of potable water to the settlement including its future development. The existing water supply system is shown on the attached map.

In effecting authorization for the temporary use of these lands as aforesaid, it is the understanding of the Government of the United States of America that it retains the right to re-enter these areas if the need to do so arises, but in such an event it will permit the user sufficient time to vacate the areas to be re-entered provided this does not exceed ninety days.

The Government of the United States of America assures the Government of the Bahama Islands of its continuing intention, subject to the right of re-entry referred to above, to facilitate the supply of potable water to the George Town settlement from the sources of supply located in the leased premises; and it is the further understanding of the Government of the United States that, in the event that its own requirements dictate curtailment of this source of supply, it will use its best endeavors to secure an equivalent alternative source of supply of water to the settlement before it curtails the same.

I would be grateful, Excellency, if you would confirm that the foregoing also represents the understanding of the Governments of the United Kingdom of Great Britain and Northern Ireland and of the Commonwealth of the Bahama Islands in this matter.

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

MONCRIEFF J. SPEAR

[SEAL]

His Excellency
SIR JOHN PAUL, G.C.M.G., O.B.E., M.C.
Governor of the Bahama Islands,
Nassau, Bahamas.

TIAS 7514

The Governor of the Bahama Islands to the American Consul General

GOVERNMENT HOUSE,
BAHAMAS.

Ref: 2/2/1K/1

12th SEPTEMBER, 1972

SIR:

I have the honour to acknowledge receipt of your Note No. 04 of the 19th June regarding the use by Bahamian organisations, both public and private, of certain areas of land situated at the United States Navy Base, George Town, Great Exuma Island, Bahamas, and to confirm that the contents of your Note equally represent the understanding of the Governments of the United Kingdom of Great Britain and Northern Ireland and of the Commonwealth of the Bahama Islands in this matter subject to the replacement of the map showing the location of the sites and the description of the areas by the attached map [1] and description.

I have the honour to be,
Sir,
Your obedient servant,
JOHN PAUL
GOVERNOR

The United States Consul General,
United States Consulate General,
Nassau.

Schedule

All that parcel of land containing an area of 8.88 Acres and situate about 0.9 miles West of the settlement of Georgetown and immediately South of the Queen's Highway on the island of Great Exuma in the Commonwealth of the Bahama Islands and for more fully described as follows:-

Commencing at a point (hereinafter referred to as the point of origin) located about 0.9 miles West of the settlement of Georgetown and immediately South of the roadway known as Queen's Highway and from the said point of origin proceeding in an anticlockwise direction in a bearing of N 43° 21′ 49″ W for a distance of three hundred

[1] The large-scale map is not reproduced in this print. It is deposited in the archives of the Department of State where it is available for reference.

and twenty eight and eighty hundredths (328.80′) feet thence in a bearing of N 42° 05′ 52″ W for a distance of three hundred and fifty one and twenty nine hundredths (351.29′) feet thence in a bearing of S 38° 05′ 38″ W for a distance of two hundred and three and twenty five hundredths (203.25′) feet then in a bearing of S 38° 04′ 26″ W for a distance of sixty three and twenty four hundredths (63.24′) feet thence in a bearing of N 51° 55′ 34″ W for a distance of two hundred and forty (240′) feet thence in a bearing of S 38° 04′ 26″ W for a distance of two hundred and forty (240′) feet thence in a bearing of S 51° 55′ 34″ E for a distance of two hundred and forty (240′) feet thence in a bearing of S 38° 04′ 26″ W for a distance of sixty seven (67′) feet thence in a bearing of S 50° 18′ 04″ E for a distance of three hundred and eighty two and ninety seven hundredths (382.97′) feet thence in a bearing of N 37° 23′ 48″ E for a distance of eighty six and seventy five hundredths (86.75′) feet thence in a bearing of N 54° 55′ 06″ for a distance of twenty one and twenty seven hundredths (21.27′) of S 52° 52′ 45″ E for a distance of three hundred and eighteen and three hundredths (318.03′) feet thence in a bearing of N 32° 45′ 15″ E for a distance of one hundred and fifty two and six hundredths (152.06′) feet then in a bearing of N 33° 38′ 08″ E for a distance of two hundred and twenty two and thirty two hundredths (222.32′) feet to the point of origin.

The said parcel of land has such position shape dimensions and boundary markers as shown represented on survey plan by Caribbean Surveys Limited dated April 1970 and is particularly delineated and coloured Pink on copies of the said survey plan which is on record in the Ministry of Works office at John F. Kennedy Drive on the Island of New Providence one of the Bahama Islands as plan No. 21 S 16B.

The American Consul General to the Governor of the Bahama Islands

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

No. 11 NOVEMBER 2, 1972

EXCELLENCY:

I have the honor to refer to your Excellency's note dated September 12, 1972, regarding the use by Bahamian organizations, both public and private, of certain areas of lands situated at the United States Navy Base, George Town, Great Exuma Island, Bahamas.

I now have the further honor to confirm that the map showing the location of the sites and the description of the areas attached to your Excellency's note are acceptable to the United States Government in

replacement of the map and description that were attached to my note dated June 19, 1972.

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

MONCRIEFF J. SPEAR

His Excellency
SIR JOHN PAUL, G.C.M.G., O.B.E., M.C.
Governor of the Bahama Islands
Nassau, Bahamas

Bahama Islands
Island of New Providence
City of Nassau
Consulate General of the
United States of America

KHMER REPUBLIC

Agricultural Commodities

Agreement amending the agreement of January 13, 1972, as amended.
Effected by exchange of notes
Signed at Phnom Penh November 24, 1972;
Entered into force November 24, 1972.

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

No. 676

PHNOM PENH, *November 24, 1972*

EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by the representatives of our two Governments on January 13, 1972, as amended on October 20, October 2, and June 23, 1972, [1] and propose that Part II, Particular Provisions, be further amended by increasing rice and appropriate dollar levels in the Agreement as follows:

Item I, Commodity Table:

Commodity	Supply Period (U.S. Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Rice	1972 plus first 6 months of 1973	70,000 M/T	$16,106

Total value of the Agreement increases to: $35,958

All other terms and conditions of the January 13, 1972 Agreement, as amended, remain the same.

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

---

[1] TIAS 7269, 7394, 7487; *ante*, pp. 14, 1238, 3128.

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

EMORY C. SWANK

His Excellency
CHHANN SOKHUM
Minister of Foreign Affairs, a.i.
Phnom Penh

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

MINISTERE DES AFFAIRES
ETRANGERES

N° 1.360/DGE/AE

PHNOM-PENH, *November 24, 1972.*

EXCELLENCY,

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

"EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by the representatives of our two Governments on January 13, 1972, as amended on October 20, October 2, and June 23, 1972, and propose that Part II, Particular Provisions, be further amended by increasing rice and appropriate dollar levels in the Agreement as follows:

Item I, Commodity Table:

Commodity	Supply Period (U.S. Calendar Year)	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Rice	1972 plus first 6 months of 1973	70,000M/T	$16,106

Total value of the Agreement increases to: $35,958

All other terms and conditions of the January 13, 1972 Agreement, as amended, remain the same.

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

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

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

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

[SEAL] CHHANN SOKHUM

Chhann Sokhum
Minister of Foreign Affairs a.i.

His Excellency EMORY C. SWANK
Ambassador of the United States
of America
Phnom-Penh

REPUBLIC OF KOREA

Shellfish Sanitation

Agreement effected by exchange of notes
Signed at Washington November 24, 1972;
Entered into force November 24, 1972.
With related notes.

The Korean Ambassador to the Acting Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 72/227 NOVEMBER 24, 1972

EXCELLENCY:

I have the honor to refer to the recent conversations between the representatives of the Government of the Republic of Korea and the Government of the United States of America concerning the improvement and standardization of shellfish sanitation practices and exchanges of information on sanitary controls applied to the production and handling of fresh or frozen oysters, clams and mussels intended for shipment between the Republic of Korea and the United States of America.

As a result of these conversations the following understandings were reached:

1. Uniform sanitation principles in the national shellfish sanitation program adopted by the United States Public Health Service will be applied to the production and handling of all fresh or frozen oysters, clams and mussels intended for shipment between the Republic of Korea and the United States of America.

2. The standards, criteria, and guidelines promulgated by the national shellfish sanitation program as amended from time to time will be embodied in the relevant sanitary regulations of the Republic of Korea.

3. The Office of Fisheries, Ministry of Agriculture and Forestry, Republic of Korea and the United States Public Health Service will exchange information on the state of compliance with these principles by the competent authorities in their respective countries and will

maintain close contacts on matters concerning sanitary conditions of such shellfish.

4. Either Government will cooperate with the other in the observations of shellfish production areas or handling facilities whenever requested by the other Government.

5. The Office of Fisheries of the Republic of Korea and the United States Public Health Service may enter into detailed arrangements for the implementation of this Agreement on request of either Government.

6. Either Government may terminate this Agreement by giving to the other six months' advance notice in writing. Shipments may be prohibited from importation for cogent public health reasons.

I have the honor to propose that if these understandings meet with the approval of the Government of the United States the present note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

DONG-JO KIM

Dong-Jo Kim
Ambassador

The Honorable
U. ALEXIS JOHNSON
Acting Secretary of State
Department of State
Washington, D.C.

The Acting Secretary of State to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 24, 1972

EXCELLENCY:

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

"I have the honor to refer to the recent conversations between the representatives of the Government of the Republic of Korea and the Government of the United States of America concerning the improvement and standardization of shellfish sanitation practices and exchanges of information on sanitary controls applied to the production and handling of fresh or frozen oysters, clams and mussels

intended for shipment between the Republic of Korea and the United States of America.

"As a result of these conversations the following understandings were reached:

"1. Uniform sanitation principles in the national shellfish sanitation program adopted by the United States Public Health Service will be applied to the production and handling of all fresh or frozen oysters, clams and mussels intended for shipment between the Republic of Korea and the United States of America.

"2. The standards, criteria, and guidelines promulgated by the national shellfish sanitation program as amended from time to time will be embodied in the relevant sanitary regulations of the Republic of Korea.

"3. The Office of Fisheries, Ministry of Agriculture and Forestry, Republic of Korea and the United States Public Health Service will exchange information on the state of compliance with these principles by the competent authorities in their respective countries and will maintain close contacts on matters concerning sanitary conditions of such shellfish.

"4. Either Government will cooperate with the other in the observations of shellfish production areas or handling facilities whenever requested by the other Government.

"5. The Office of Fisheries of the Republic of Korea and the United States Public Health Service may enter into detailed arrangements for the implementation of this Agreement on request of either Government.

"6. Either Government may terminate this Agreement by giving to the other six months' advance notice in writing. Shipments may be prohibited from importation for cogent public health reasons.

"I have the honor to propose that if these understandings meet with the approval of the Government of the United States the present note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply."

I have the honor to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United States of America and to confirm that Your Excellency's note and this reply thereto shall constitute an agreement between our two countries in this matter which shall enter into force on the date of this reply.

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

For the Acting Secretary of State:

DONALD L. MCKERNAN

His Excellency
KIM DONG JO,
Ambassador of the Republic of Korea.

TIAS 7516

[RELATED NOTES]

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 24, 1972

EXCELLENCY:

I have the honor to refer to the notes exchanged today regarding shellfish sanitation and to confirm the understanding that, for the time being and pending resolution of certain technical problems not related to public health, no fresh or live oysters in any form will be shipped from the Republic of Korea to the United States. This understanding will not affect oysters in frozen form. It is further understood that joint research and other activities necessary to resolve these technical problems will be undertaken and completed as soon as possible and that resolution of these problems will be confirmed by a further exchange of notes.

I have the honor to confirm also the understanding that no shipments of shellfish from the Republic of Korea to the United States under the provisions of the notes exchanged today will be made prior to the entry into force of the Agreement between the two Governments concerning cooperation in fisheries, also signed today. [1]

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

For the Acting Secretary of State:
DONALD L. MCKERNAN

His Excellency
KIM DONG JO,
Ambassador of the Republic of Korea.

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 72/229

NOVEMBER 24, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's letter of this date reading as follows:

"I have the honor to refer to the notes exchanged today regarding shellfish sanitation and to confirm the understanding that, for the

[1] TIAS 7517; *post*, p. 3702.

time being and pending resolution of certain technical problems not related to public health, no fresh or live oysters in any form will be shipped from the Republic of Korea to the United States. This understanding will not affect oysters in frozen form. It is further understood that joint research and other activities necessary to resolve these technical problems will be undertaken and completed as soon as possible and that resolution of these problems will be confirmed by a further exchange of notes.

"I have the honor to confirm also the understanding that no shipments of shellfish from the Republic of Korea to the United States under the provisions of the notes exchanged today will be made prior to the entry into force of the Agreement between the two Governments concerning cooperation in fisheries, also signed today."

I have the honor to inform you that the foregoing understandings are in conformity with those of the Government of the Republic of Korea.

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

DONG-JO KIM

Dong-Jo Kim
Ambassador

The Honorable
U. ALEXIS JOHNSON
Acting Secretary of State
Department of State
Washington, D.C.

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 72/228 NOVEMBER 24, 1972

EXCELLENCY:

I have the honor to refer to the notes exchanged today regarding shellfish sanitation, and to inform you that the Government of the Republic of Korea will bear, subject to the availability of annual budgetary appropriations, the cost of observations by an expert or experts of the United States Government provided for in paragraph 4 of my note.

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

DONG-JO KIM

Dong-Jo Kim
Ambassador

The Honorable
U. ALEXIS JOHNSON
Acting Secretary of State
Department of State
Washington, D.C.

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 24, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date relating to shellfish sanitation. The Government of the United States notes that the Government of the Republic of Korea will bear, subject to the availability of annual budgetary appropriations, the cost of observations by an expert or experts of the United States Government provided for in Paragraph 4 of Your Excellency's note of today.

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

For the Acting Secretary of State:

DONALD L. MCKERNAN

His Excellency
KIM DONG JO,
Ambassador of the Republic of Korea.

97-787 (Pt. 4) O - 73 - 18

REPUBLIC OF KOREA

Fisheries

Agreement signed at Washington November 24, 1972; Entered into force December 12, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING COOPERATION IN FISHERIES

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

Desiring to continue and to expand their cooperation in the conservation and rational exploitation of fishery resources and in the acquisition of scientific knowledge necessary thereto, and

Being mutually concerned to have the fisheries in the Northeastern Pacific Ocean and Bering Sea conducted with due regard to their respective interests,

Have agreed as follows:

Article I

The Government of the United States of America and the Government of the Republic of Korea consider it desirable to expand research concerning species of fish of mutual interest to both parties through both national and joint or coordinated programs. The specialized agencies of both Governments will exchange scientific and statistical data, published studies and other results of fishery research.

Article II

The Government of the United States of America will:

a. continue to provide technical advice, as may be needed, regarding the propagation under sanitary conditions of shellfish in the Republic of Korea and, subject to its domestic laws and regulations, assist in other ways in the further development of the shellfish industry in Korea;

b. continue to provide technical assistance toward the establishment and development of salmon resources in waters of the Republic of Korea, including the continued provision of salmon eggs as available.

ARTICLE III

Fishing vessels of the Republic of Korea may conduct loading operations in the following areas within the nine-mile zone contiguous to the territorial sea of the United States:

a. On the north side of Unalaska Island, Alaska, between 167°30′ and 167°35′ west longitude.
b. On the north side of St. Matthew Island, Alaska, between 172°29′ and 172°46′ west longitude and on the south side of St. Matthew Island between 172°17′ and 172°35′ west longitude and between 172°54′ and 173°04′ west longitude.
c. Off St. George Island in the Pribilofs.

ARTICLE IV

Both Governments will encourage and assist by appropriate means the establishment and development of commercial fisheries ventures with the joint participation of nationals of the two countries, bearing in mind the conservation requirements of the stocks of fish to be harvested.

ARTICLE V

Both Governments will ensure that fishing operations by their nationals and vessels in the Northeastern Pacific Ocean and Bering Sea are conducted with a view to the maintenance of the maximum sustainable yield of the living resources. In view of the cooperative programs for the development of fisheries of the Republic of Korea as set forth in preceding articles, the Government of the Republic of Korea will take the measures necessary to ensure that nationals and vessels of Korea will refrain from fishing for salmon and halibut in the Northeastern Pacific Ocean and Bering Sea east of 175° west longitude.

ARTICLE VI

With respect to areas of concentration of fishing operations of both countries, each Government will take appropriate measures aimed at prevention of damage to fishing gear, including measures for improvement of the means of marking fixed gear, measures to ensure that fixed gear is set with due regard for the operation of mobile gear and measures to ensure that vessels operating with mobile gear will

operate with due regard for fixed gear. In the event that gear conflicts should arise between the fisheries of the two countries, prompt consultations will be held between the two Governments as may be appropriate in each case.

ARTICLE VII

Both Governments will seek to ensure that their nationals and vessels engaged in the fisheries refrain from practices which would result in pollution of the seas and consequent deleterious effects on living marine resources.

ARTICLE VIII

Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to freedom of fishing on the high seas, nor will be construed as limiting the rights of either Government under international law.

ARTICLE IX

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

ARTICLE X

This Agreement shall enter into force when the Government of the Republic of Korea has given written notification to the Government of the United States of America that the domestic legal requirements for entry into force of the Agreement have been fulfilled.[1] The Agreement shall remain in force for a period of five years.

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

DONE at Washington, November 24, 1972, in duplicate, in the English and Korean languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DONALD L. MCKERNAN

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

DONG JO KIM

[1] Dec. 12, 1972.

Agreed Minutes

The representatives of the Government of the United States of America and the Government of the Republic of Korea have agreed to record the following in connection with the Agreement signed today concerning cooperation in fisheries:

1. In connection with the provisions of Article III of the Agreement, the United States representative stated that should the need arise for additions to or changes in the list of loading zones the United States would be prepared to consider sympathetically a Korean request to that effect.

2. It is agreed that if problems should arise concerning entry by Korean fishing vessels into United States ports in accordance with United States law and regulations, the two Governments will consult concerning alleviation of such problems.

3. With respect to Article IV of the Agreement, the Korean representative stated that development of the live-bait fishery for skipjack in the western Pacific is of particular interest, and the United States representative stated that his Government would continue to provide technical advice on this fishery as may be practicable and would continue to encourage joint ventures in this area.

4. In connection with the provisions of Article VI of the Agreement, it is recognized that the area of the southeastern Bering Sea commonly known as the "sanctuary area" offers the potential for serious gear conflicts. It is agreed that if Korean trawling operations in the Bering Sea should expand eastward to the vicinity of the "sanctuary area" consultations will be held with a view to special measures to avoid development of gear conflicts. The area in question is the area lying seaward of the nine-mile zone contiguous to the territorial sea of the United States within the following described boundaries: a line running from a point on the Bering Sea coast of the Alaska Peninsula due west along 55°54′ north latitude to its intersection with a line connecting the two points 56°20′ north latitude, 163°00′ west longitude and 55°16′ north latitude, 166°10′ west longitude, thence southwesterly along the said line to its intersection with a line passing between Cape Navarin and Cape Sarichef at 55°16′ north latitude and 166°10′ west longitude, thence southeasterly along the Cape Navarin-Sarichef line to Cape Sarichef.

D. L. M. D K

미합중국 정부와 대한민국 정부간의

어업협력에 관한 협정

미합중국 정부와 대한민국 정부는,

어업자원의 보존과 합리적 개발에 있어서 또한 이에 필요한 과학적 지식의 획득에 있어서 양국간의 협력을 계속하고 확대할 것을 희망하고, 또한

동북 태평양 및 베링해에서의 어업이 각자의 권익을 적절하게 고려하여 행하여 지는데 상호 관심을 가지면서,

다음과 같이 합의하였다.

제 1 조

미합중국 정부와 대한민국 정부는 각 체약국의 국별 및 공동 또는 조정된 계획을 통하여 양 체약국의 상호 관심의 대상이 되는 어족에 관한 조사를 확대시킬 필요가 있음을 고려한다. 양국 정부의 전문기관은 어업조사에 관한 과학적 자료, 통계자료, 발간된 연구서 및 기타 결과를 교환한다.

제 2 조

미합중국 정부는,

a. 필요한 경우 위생적 조건에 따른 대한민국 내에서의 패류 증식에 관한 기술적 자문을 계속 제공하고, 미국의 국내 법규에 따를 것으로 하여 기타의 방법으로 한국의 패류 산업의 장차 개발을 지원하며, 또한

b. 가용한 연어 알의 계속적 공급을 포함하여 대한민국의 수역내에서의 연어 자원의 개설 및 개발을 위한 기술 원조를 계속 제공한다.

제 3 조

대한민국의 어선은 미국의 영해에 접속한 영해밖 9마일 수역내의 다음의 지역에서 전재작업을 할 수 있다.

a. 알라스카의 운알라스카도 북방 서경 167도 30분과 동 167도 35분 사이 지역

b. 알라스카의 세인트 매리유도 북방 서경 172도 29분과 동 172도 46분 사이 지역 및 세인트 메리유도 남방 서경 172도 17분과 동 172도 35분 사이와 동 172도 54분과 동 173도 04분 사이 지역

c. 프리빌로프 열도내의 세인트 조지도 연안 지역

제 4 조

양국 정부는 채취될 어족의 보존 필요성에 유의하여 양국민의 공동 참여에 의한 민간 어업의 설립과 발전을 적당한 방법으로 권장하고 지원한다.

제 5 조

양국 정부는 동북 태평양 및 베링해에서의 양국 국민과 선박에 의한 어로 작업이 생물자원의 최대 지속적 생산의 유지를 고려하여 행하여 지도록 보장한다. 전기 제조항에 명시되어 있는 대한민국 어업의 개발을 위한 협력적 계획에 비추어, 대한민국 정부는 한국 국민과 선박이 서경 175도 이동의 동북 태평양 및 베링해에서 연어와 넙치 어획을 삼가하도록 보장하는데 필요한 조치를 취한다.

제 6 조

양국의 어로작업 집중 구역에 관하여 각국 정부는, 고정식 어로장구의 표지 방법 개량을 위한 조치, 이동식 어로장구의 조작을 적절하게 고려하여 고정식 어로장구 설치를 하도록 보장하기 위한 조치 및 이동식 어로장구에 의하여 조업하는 선박은 고정식 어로장구를 적절하게 고려하여 조업하도록 보장하기 위한 조치를 포함하여, 어로장구의 파손을 방지하기 위한 적당한 조치를 취한다. 양국에 의한 어로작업 과정에서 어로장구의 충돌이 야기되는 경우에는, 각 경우마다 적당하게 양국 정부간에 신속한 협의를 가진다.

제 7 조

양국 정부는 어로작업에 종사하는 양국 국민과 선박이 해양 오염을 유발하여 이로 인한 유해한 영향을 해양 생물자원에 미치게 되는 행동을 삼가하도록 보장하기 위하여 노력한다.

제 8 조

본 협정의 어느 규정도 공해 어업의 자유에 관한 일방 정부의 견해를 침해하는 것으로 해석되지 아니하며 또한 국제법에 의거한 일방 정부의 권리를 제한하는 것으로 해석되지 아니한다.

제 9 조

일방 정부의 요청에 따라, 양국 정부의 대표들은 상호 편리한 때에 본 협정을 수정할 목적으로 회합을 가진다. 어느 경우에도 양국 정부의 대표들은 본 협정의 유효기간 만료 전에 상호 편리한 때에 본 협정의 시행을 검토하고 또한 장차의 약정 사항에 관하여 결정하기 위하여 회합을 가진다.

제 10 조

본 협정은 대한민국 정부가 본 협정의 발효를 위한 국내 법적 요건이 충족되었음을 미합중국 정부에 서면 통고한 때에 발효한다.

본 협정은 5년의 기간동안 유효하다.

이상의 증거로서, 본 협정의 서명을 위하여 정당히 권한을 위임받은 하기 서명자는 본 협정에 서명하였다.

197 년 월 일 워싱턴에서 동등히 정본인 영어 및 한국어 협정문 두통을 작성하였다.

미합중국 정부를 위하여

Donald S. McKernan

대한민국 정부를 위하여

김 동 조

합 의 의 사 록

미합중국 정부와 대한민국 정부 대표는 금일 서명된 어업 협력에 관한 협정에 관련하여 아래 사항을 기록해 두는데 합의 하였다.

1. 협정 제 3조의 규정에 관하여 미국대표는, 전재 구역의 지점 추가 또는 변경의 필요가 있을 때에 미국은 동 추가 또는 변경을 위한 한국의 요청을 동정적으로 고려할 용의가 되어 있다고 말하였다.

2. 한국의 어선이 미국의 법규에 따라 미국 항구에 입항하는데 관하여 문제가 야기될 경우에 양국 정부는 동 문제의 해결에 관한 협의를 가지기로 합의한다.

3. 협정 제 4조에 관하여 한국대표는, 서태평양에서 산미기를 사용하는 가다랭이 어업을 개발시키는데 특별한 관심이 있다고 말하였으며, 또한 미국대표는 미국정부가 이 분야의 어업에 관한 기술적 자문을 실제적으로 계속 제공하며 이 지역에서의 합작사업을 계속 권장할 것이라고 말하였다.

4. 협정 제 6조의 규정에 관하여, 일반적으로 "보호구역"으로 알려진 동남 베링해 지역에는 중대한 어로장구 충돌의 가능성이 있음을 인정한다. 베링해에서 한국의 트롤 조업이 "보호구역" 부근 동방으로 확대되는 경우에는 어로장구 충돌 확대를 방지하기 위한 특별한 조치를 취할 목적으로 협의를 가지기로 합의한다. 문제의 지역은 미국의 영해에 접속한 영해밖 9마일 수역에 걸친 하기 경계 범위내의 지역을 말한다.

북위 55도 54분의 선에 따라 알라스카 반도의 베링해
연안의 지점에서 정서 방향으로, 북위 56도 20분과
서경 163도 00분의 지점과 북위 55도 16분과 서경 166도
10분의 지점을 연결하는 선과 교차하는 점에 이르러,
또한 서남으로 전기의 선에 따라 나바린갑과
사리체프갑을 연결하는 선과 교차하는 점, 즉
북위 55도 16분과 서경 166도 10분의 점에 이르러,
이어서 나바린갑-사리체프갑선을 따라 동남으로
사리체프갑에 이르는 선.

SAUDI ARABIA

Television System and Radio Facility

Agreement extending the agreement of December 9, 1963, and January 6, 1964, as amended and extended.
Effected by exchange of notes
Signed at Jidda April 24 and July 30, 1972;
Entered into force July 30, 1972.

The American Ambassador to the Saudi Arabian Minister of State for Foreign Affairs

No. 183 JIDDA, *April 24, 1972.*

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia effected by an exchange of notes signed at Jidda on December 9, 1963 and January 6, 1964 for the Establishment of a Television System in Saudi Arabia, to the exchange of notes in extension thereof signed June 27 and July 30, 1966, to the exchange of notes in amendment thereto signed May 23 and May 27, 1967 for the construction of a radio facility complex, to the change of notes in extension thereof signed June 30 and July 30, 1968, to the exchange of notes in extension thereof signed July 21 and November 10, 1970, and to the exchange of notes in further extension thereof signed June 23, 1971 and January 4, 1972. [1]

I have the honor to propose that the agreement as previously amended be further extended for one year, until July 31, 1973, without additions or alterations.

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[1] TIAS 5659, 6071, 6413, 6555, 6998, 7265; 15 UST 1864; 17 UST 1137; 18 UST 3178; 19 UST 6003; 21 UST 2567; *ante*, p. 1.

This note and Your Excellency's reply thereto concurring therein shall constitute an extension of the aforementioned agreement between our two Governments and shall enter into force upon the date of Your Excellency's reply.

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

NICHOLAS G. THACHER

His Excellency
SAYYID OMAR SAQQAF,
Minister of State for Foreign Affairs,
Jidda.

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أن لا يترتب على تجديد الأتفاقية أية التزامات مالية جديدة غير تلك المتفق عليها مالم يقتضي الحال أعتماد مبالغ أضافية .

وتقبلوا أطيب تحياتي .

وكيل وزارة الخارجية

محمد ابراهيم مسعود

The Saudi Arabian Deputy Minister of State for Foreign Affairs to the American Ambassador

المملكة العربية السعودية
وزارة الخارجية

الرقم ٨٧٠٠/١/١/٨٩٥٠
التاريخ ١٣٩٢/٦/١٩
الموافق ١٩٧٢/٧/٢٠
المرفقات

// عاجـــل //

صاحب السعادة السترنيكولاى ج . ثاتشر
سفير الولايات المتحدة الأمريكية بجده

بعد التحية :-

بالأشارة الى خطابكم رقم ١٨٣ وتاريخ ٢٤/ ٤/ ١٩٧٢م بشأن الأتفاقية المبرمة بين حكومة المملكة العربية السعودية وحكومة الولايات المتحدة الأمريكية بتبادل المذكرات الموقعة في جده يوم ٩/ ديسمبر/ ١٩٦٣م ويوم ٦/ يناير/ ١٩٦٤م من أجل أقامة شبكة تلفزيونية في المملكة العربية السعودية والى المذكرات المتبادلة لتمديد الأتفاقية الموقعة يوم ٢٧/ يونيو/ ٥ ٣٠/ يوليو/ ١٩٦٦والى المذكرات المتبادلة لتعديلها الموقعة في ٢٣/ مايو/ ٥ ٢٧/ مايو/ ١٩٦٧م بشأن تشييد مرفق أذاعي كامل ، والى المذكرات المتبادلة لتمديد الأتفاقية الموقعة في ٣٠/ يونيو/ ٥ ٣٠/ يوليو/ ١٩٦٨والمذكرات المتبادلة لتمديد الأتفاقية الموقعة في ٢١/ يوليو/ ١٩٧٠م ٥ ١٠/ نوفمبر/ ١٩٧٠م والمذكرات المتبادلة لتمديد الأتفاقية في ٢٣/يونيو/ ١٩٧١م ٥ ٤/ يناير/ ١٩٧٢م وأقتراح سعادتكم تمديد الأتفاقية لمدة سنة أخرى وذلك حتى ٣١/ يوليو/ ١٩٧٣م بدون أضافات أو تغييرات.

يسرني أفادة سعادتكم بموافقة حكومة المملكة العربية السعودية على تمديد الأتفاقية آنفة الذكر لغاية ٣١/ يوليو/ ١٩٧٣م على

Translation

THE KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS

No. 8700/1/1/8950/2

6/19/1392
[Corresponding to July 30, 1972]

His Excellency
NICHOLAS G. THACHER,
Ambassador of the United States of America,
Jidda.

With reference to your letter No. 183, dated April 24, 1972, concerning the agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America effected by an exchange of notes signed at Jidda on December 9, 1963 and January 6, 1964 for the establishment of a Television System in the Kingdom of Saudi Arabia, to the exchange of notes in the extension thereof signed on June 27 and July 30, 1966, to the exchange of notes in amendment thereto signed on May 23 and 27, 1967 for the construction of a complete radio facility, to the exchange of notes in extension thereof signed on June 30 and July 30, 1968, to the exchange of notes in extension thereof signed on July 21 and November 10, 1970, to the exchange of notes in further extension thereof signed on June 23, 1971 and January 4, 1972, and to Your Excellency's proposal that the agreement be further extended for one year, until July 31, 1973, without additions or alterations, I have the pleasure to advise Your Excellency of the concurrence of the Government of the Kingdom of Saudi Arabia in the extension of the aforementioned agreement until July 31, 1973, providing that the renewal of the agreement does not result in any new financial commitments other than those already agreed upon, unless it becomes necessary to appropriate additional funds.

Accept, Excellency, my kindest regards.

MOHAMMED IBRAHIM MASOUD
Deputy Minister of State for Foreign Affairs

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of October 2, 1972.
Effected by exchange of notes
Signed at Saigon November 16, 1972;
Entered into force November 16, 1972.
With official minutes
Signed at Saigon November 15, 1972.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 285 NOVEMBER 16, 1972

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972,[1] and to propose an amendment as follows:

In Part II, Item IV, Export Limitations, insert the following paragraph: "C. Permissible Exports; commodity—rice; quantity—7,200 m.t.; period during which such exports are permitted (U.S. calendar year)—1972/73."

All other terms and conditions of the October 2, 1972 Agreement remain unchanged.

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

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[1] TIAS 7464; *ante*, p. 2764.

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

Sincerely yours,

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 5136/EF/HT

SAIGON, *November 16, 1972*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 285 dated November 16, 1972 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on October 2, 1972, and to propose an amendment as follows:

In Part II, Item IV, Export Limitations, insert the following paragraph: "C. Permissible Exports; commodity—rice; quantity—7,200 m.t.; period during which such exports are permitted (U.S. calendar year)—1972/73".

All other terms and conditions of the October 2, 1972 Agreement remain unchanged.

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

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

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

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

[SEAL] TRAN VAN LAM
Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

Official Minutes of Exchange of Notes

In reference to the amendment to the October 2, 1972 Rice Agreement which permits the export of 7,200 metric tons of rice during Calendar Year 1972 and Calendar Year 1973, representatives of the Government of Vietnam and the Government of the United States agreed that

1. permissible exports of rice under this amendment are only for alleviation of rice requirements in Svay Rieng, Cambodia, and

2. as soon as the siege of Svay Rieng has ended, and rice can be delivered using normal overland routes, this permissible export provision shall terminate.

[SEAL] NGUYEN DUC CUONG
Nguyen Duc Cuong
Vice Minister of Economy for Commerce

LAWRENCE W FLYNN
Lawrence W Flynn
USAID/FFP

November 15, 1972

INDONESIA

Agricultural Commodities

Agreements amending the agreement of May 26, 1972, as amended.
Effected by exchange of notes
Signed at Jakarta November 3, 1972;
Entered into force November 3, 1972.
And exchanges of notes
Signed at Jakarta November 13, 1972;
Entered into force November 13, 1972.

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 1633 JAKARTA, *November 3, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended on August 28 and October 27, 1972,[1] and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table is further amended to increase the Bulgur export market value to Dollars 5.7 million. The total export market value of the Agreement is hereby increased to Dollars 65.3 million. All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

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[1] TIAS 7358, 7451, 7501; *ante*, pp. 919, 2624, 3225.

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

FRANCIS J. GALBRAITH

His Excellency
ADAM MALIK,
Minister of Foreign Affairs,
Jakarta

The Indonesian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. D.1071/72/01/I. JAKARTA, *November 3, 1972*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note of to day's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended on August 28 and October 27, 1972, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table is further amended to increase the Bulgur export market value to Dollars 5.7 million. The total export market value of the Agreement is hereby increased to Dollars 65.3 million. All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

I have the honour to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

[SEAL] ADAM MALIK

Adam Malik
Minister for Foreign Affairs

His Excellency
FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Jakarta.

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 1661 JAKARTA, *November 13, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On line titled Cotton Yarn, amend by deleting under the appropriate column headings, "1972, 4.0 million pounds, $3.7 million" and insert "1972 plus first six months of 1973, 2.0 million pounds, $1.9 million." The total export market value of the Agreement is hereby amended by deleting $65.3 million and inserting $63.5 million.

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

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

FRANCIS J. GALBRAITH

His Excellency
ADAM MALIK,
Minister for Foreign Affairs,
Jakarta

The Indonesian Minister for Foreign Affairs ad interim to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. D.1089/72/01/I JAKARTA, *November 13, 1972*

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On line titled Cotton Yarn, amend by deleting under the appropriate column headings, "1972, 4.0 million pounds, $3.7 million" and insert "1972 plus first six months of 1973, 2.0 million pounds, $1.9 million." The total export market value of the Agreement is hereby amended by deleting $65.3 million and inserting $63.5 million.

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

I have the honor to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

OEMAR SENO ADJI

Oemar Seno Adji
Minister for Foreign Affairs, a.i.

His Excellency
MR. FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Jakarta.—

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 1662 JAKARTA, *November 13, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Under Item I, Commodity Table for Rice, change the maximum export market value from $16.3 million to $24.5 million. The total export market value of the Agreement is hereby amended by deleting $63.5 million and inserting $71.7 million.

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

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

FRANCIS J. GALBRAITH

His Excellency
ADAM MALIK,
Minister for Foreign Affairs,
Jakarta

The Indonesian Minister for Foreign Affairs ad interim to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. D.1094/72/01/I JAKARTA, *November 13, 1972*

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26,

1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Under Item I, Commodity Table for Rice, change the maximum export market value from $16.3 million to $24.5 million. The total export market value of the Agreement is hereby amended by deleting $63.5 million and inserting $71.7 million.

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

I have the honor to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

OEMAR SENO ADJI

Oemar Seno Adji
Minister for Foreign Affairs, a.i.

His Excellency
MR. FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary of the United States of America
Jakarta.

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of September 21, 1972, as amended.
Effected by exchange of notes
Signed at Islamabad November 15, 1972;
Entered into force November 15, 1972.

The American Chargé d'Affaires ad interim to the Pakistani Secretary, Economic Affairs Division

EMBASSY OF THE
UNITED STATES OF AMERICA
ISLAMABAD, *November 15, 1972.*

SIR:

I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 21, 1972, as amended on October 12, 1972,[1] and to propose a further Amendment to the said Agreement as follows:

Regarding the Commodity Table, Part II, Item I, under the appropriate columns for wheat/wheat flour: Under Approximate Maximum Quantity, delete "600,000" and insert "850,000", and under Maximum Export Market Value, delete "$41.8" and insert "$65.6".

All other terms and conditions of the September 21, 1972 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute

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[1] TIAS 7466, 7490; *ante*, pp. 2802, 3142.

an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

EDWARD C. INGRAHAM

Edward C. Ingraham
Charge d'Affaires, a.i.

MR. S.S. IQBAL HOSSAIN, S.Q.A., PMAS
Secretary
Economic Affairs Division
Ministry of Finance, Planning and Development
Government of Pakistan
Islamabad

The Pakistani Secretary, Economic Affairs Division, to the American Chargé d'Affaires ad interim

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION

No. 1(2)US-VI/72. ISLAMABAD: *November 15, 1972.*

DEAR MR. INGRAHAM,

I have the honour to acknowledge with thanks the receipt of your letter dated November 15, 1972 concerning the PL 480 Title I Agricultural Commodities Agreement between our two Governments signed on September 21, 1972 as amended on October 12, 1972.

2. The text of your letter under reference is reproduced below:

"I have the honor to refer to the PL 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on September 21, 1972, as amended on October 12, 1972, and to propose a further Amendment to the said Agreement as follows:

Regarding the Commodity Table, Part II, Item I, under the appropriate columns for wheat/wheat flour: Under Approximate Maximum Quantity, delete "600,000" and insert "850,000", and under Maximum Export Market Value, delete "$41.8" and insert "$65.6".

All other terms and conditions of the September 21, 1972 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration."

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

S.S. IQBAL HOSAIN
(S.S. Iqbal Hosain)

MR. EDWARD C. INGRAHAM,
Charge d'Affaires a.i.,
American Embassy,
Islamabad.

ICELAND

Agricultural Commodities

Agreement signed at Reykjavik December 4, 1972; Entered into force December 4, 1972.

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

The Government of the United States of America and the Government of the Republic of Iceland have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the Agreement signed June 5, 1967, [1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (metric tons)	Maximum Export Market Value (1,000)
Wheat flour	1973	4,000	$ 626
Tobacco, unmanufactured and/or tobacco products	1973	177	$ 390
		TOTAL	$1,016

ITEM II. Payment Terms:

Dollar Credit Terms

1. Initial Payment - 10 percent
2. Currency Use Payment - 35 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country, in amounts as it may determine and in

[1] TIAS 6300; 18 UST 1593.

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accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No request for payment will be made by the Government of the exporting country prior to the first disbursement by the CCC under this agreement, and final payment will be requested no later than 12 months after either the final disbursement by the CCC under this agreement or the end of the supply period, whichever is later.

3. Number of Installment Payments – 15.
4. Amount of Each Installment Payment – approximately equal annual amounts.
5. Due Date of First Installment Payment – one year after date of last delivery of commodities in each calendar year.
6. Interest Rate – 6 ⅛ percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (metric tons)
Wheat/wheat flour (on a grain equivalent basis)	1973	7,000
Tobacco, unmanufactured and/or tobacco products	1973	323 (of which 226 shall be imported from the United States)

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall begin on the date of this agreement and end on the final date on which said commodity financed under this agreement is being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodities financed under this agreement are: for wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur.

ITEM V. Self-Help Measures:

The Government of Iceland will continue to:

A. Strengthen its efforts to conserve agriculture's natural resources base by:

1. Encouraging sound range management practices;
2. Improving soil erosion control measures; and
3. Intensifying protective measures for existing forests and woods, and expanding the forest area through reforestation.

B. Continue improvement in the storage and distribution of agricultural commodities.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For the purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Part II, Item II 2 of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.
B. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposits in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

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

DONE at Reykjavik, in duplicate, this fourth day of December, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FREDERICK IRVING

FOR THE GOVERNMENT OF THE REPUBLIC OF ICELAND

EINAR AGUSTSSON

SWITZERLAND

Status, Privileges and Immunities of Strategic Arms Limitation (SALT) Delegations

Agreement effected by exchange of notes
Signed at Bern November 21 and 22, 1972;
Entered into force November 22, 1972.

The Swiss Chief of the Federal Political Department to the American Ambassador

LE CHEF
DU DÉPARTEMENT POLITIQUE FÉDÉRAL

3003 BERNE, *le 21 novembre 1972*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre des représentants de la Confédération suisse, d'une part, et des représentants des Etats-Unis d'Amérique et de l'Union des Républiques Socialistes Soviétiques, d'autre part, en relation avec l'ouverture des pourparlers sur la limitation des armes stratégiques SALT que les gouvernements des Etats-Unis et de l'Union des Républiques Socialistes Soviétiques ont décidé, avec l'accord du Conseil fédéral, de tenir à Genève.

Pour fixer le résultat de ces entretiens, j'ai l'honneur de vous informer que les autorités fédérales, en accord avec les autorités cantonales genevoises, sont prêtes à faire bénéficier les deux délégations, ainsi que les personnes qui les composent, du statut, des privilèges et des immunités définis dans l'annexe à la présente lettre.

Si les autorités américaines peuvent se rallier à cette manière de procéder, je vous propose que la présente lettre, ainsi que votre réponse, tiennent lieu d'accord entre nos deux gouvernements.

J'adresse une lettre avec annexe identique à Monsieur l'Ambassadeur extraordinaire et plénipotentiaire de l'Union des Républiques Socialistes Soviétiques, à Berne, et vous propose que l'annexe déploie ses effects dès la date de la réception de la seconde réponse.

Je vous propose également de fixer à un an la durée de validité de cet arrangement, étant entendu que cette durée sera prolongée tacitement d'année en année, à moins que l'une ou l'autre des parties n'exprime, trois mois à l'avance, le désir d'y mettre fin.

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

GRABER

Pierre Graber

Annexe mentionnée

Son Excellence
MONSIEUR SHELBY CULLOM DAVIS
Ambassadeur des Etats-Unis d'Amérique en Suisse
Berne

ANNEXE

1. Les délégations aux pourparlers sur la limitation des armes stratégiques SALT sont considérées comme des missions spéciales réunies par les gouvernements des Etats-Unis d'Amérique et de l'Union des Républiques Socialistes Soviétiques sur le territoire de la Confédération suisse.
2. Les deux délégations et les personnes qui les composent jouissent sur le territoire de la Confédération suisse du statut, des privilèges et immunités qui sont accordés à une mission spéciale, aux représentants de l'Etat d'envoi dans une mission spéciale, aux membres du personnel diplomatique, administratif, technique et de service d'une mission spéciale, ainsi qu'aux membres de la famille qui les accompagnent, par les articles 1 à 49, 49 compris, de la Convention sur les missions spéciales adoptée par l'Assemblée générale de l'ONU, le 8 décembre 1969.
3. Le Département d'Etat et le Ministère soviétique des affaires étrangères communiqueront au Département politique fédéral, par l'entremise de la Mission permanente de la Suisse près les organisations internationales, à Genève, la liste des personnes qui font partie de leur délégation respective et qui sont habilitées à jouir du statut, des privilèges et des immunités mentionnés au chiffre 2 ci-dessus. Les listes indiqueront si les personnes dont il s'agit appartiennent au personnel diplomatique, administratif, technique ou de service des délégations.
4. Le Département politique délivrera à chaque membre des deux délégations une carte d'identité portant reconnaissance de ses fonctions officielles. Ces cartes, dont la durée de validité pourra être renouvelée, seront restituées au Département politique lorsque son porteur cessera de faire partie de la délégation.
5. Le chef de la délégation est l'autorité compétente pour lever l'immunité de toute personne appartenant à sa mission. L'im-

munité sera levée dans tous les cas où, dans son opinion, cette immunité serait de nature à entraver le cours de la justice et où sa levée ne nuirait pas au but pour lequel l'immunité est accordée.

The American Ambassador to the Swiss Chief of the Federal Political Department

No. 123

BERN, *November 22, 1972*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's letter of November 21, 1972, the text of which is as follows (for the English language text, see enclosure):

[For the text of the Swiss note, quoted in French at this point, see page 1.]

In reply, I am happy to inform you that my Government finds the foregoing acceptable and consequently agrees that your letter transcribed above and this note shall constitute an agreement between the Swiss Confederation and the United States of America.

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

SHELBY CULLOM DAVIS

His Excellency
Federal Councilor PIERRE GRABER,
Chief of the Federal Political Department,
Bern.

Enclosure

English Translation

BERN, *November 21, 1972*

"DEAR MR. AMBASSADOR:

"I have the honor to refer to the discussions which took place between representatives of the Swiss Confederation on the one hand and representatives of the United States of America and of the Union of Soviet Socialist Republics on the other, concerning the start of negotiations on limitation of strategic arms (SALT) which, with the agreement of the Federal Council, the Governments of the United States and the Union of Soviet Socialist Republics have decided to conduct in Geneva.

"To confirm the result of these discussions, I have the honor to inform you that, in agreement with the Geneva Cantonal authorities, the Federal authorities are prepared to allow the two delegations,

as well as the individuals of which they are composed, to benefit from the status, privileges, and immunities designated in the annex attached to this letter.

"If the American authorities can agree to proceed in this manner, I propose to you that this letter, together with your reply, shall constitute an agreement between our two Governments.

"I am addressing a letter with identical annex to His Excellency the Ambassador Extraordinary and Plenipotentiary of the Union of Soviet Socialist Republics in Bern, and I propose to you that the provisions of the annex shall take effect on the date of receipt of the second reply.

"I further propose to you that this arrangement shall be valid for a period of one year, it being understood that this validity period will be extended tacitly from year to year unless one or the other of the parties gives three months advance notice of its desire to terminate it.

"Please accept, Mr. Ambassador, the assurance of my highest consideration.

(Signature)

PIERRE GRABER".

"ANNEX

"1. The delegations to the negotiations concerning limitation of strategic arms (SALT) are considered to be special missions convened by the Governments of the United States of America and of the Union of Soviet Socialist Republics on the territory of the Swiss Confederation.

"2. The two delegations and the persons of which they are composed enjoy on the territory of the Swiss Confederation the status, privileges, and immunities which are accorded to a special mission, to the representatives of the sending state in a special mission, to the members of the diplomatic, administrative, technical, and service personnel of a special mission, as well as to the family members who accompany them, by Articles 1 through 49 of the Convention on Special Missions adopted by the General Assembly of the United Nations on December 8, 1969.

"3. The Department of State and the Soviet Ministry of Foreign Affairs will furnish to the Federal Political Department, through the Swiss Permanent Mission to the International Organizations in Geneva, the list of persons who make up their respective delegations and who are entitled to enjoy the status, privileges, and immunities mentioned in paragraph 2 above. The lists will indicate whether the persons concerned belong to the diplomatic, administrative, technical, or service personnel of the delegations.

"4. The Political Department will issue to each member of the two delegations an identity card taking cognizance of his official functions. The validity period of these cards can be renewed, and the card will be returned to the Political Department when the bearer ceases to be a member of the delegation.

"5. The Chief of the Delegation is the competent authority to waive the immunity of each person belonging to his mission. Immunity will be waived in all cases where in his opinion this immunity is such as to impede the course of justice and where waiver of the immunity would not negate the purpose for which the immunity has been granted."

SOCIALIST REPUBLIC OF ROMANIA

Cultural Relations

Agreement signed at Washington December 15, 1972;
Entered into force January 1, 1973.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA
ON EXCHANGES AND COOPERATION IN EDUCATIONAL, CULTURAL,
SCIENTIFIC, TECHNICAL, AND OTHER FIELDS IN 1973-1974

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

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

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

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

Agree as follows:

ARTICLE I

Education

1. a. The United States will make every effort to receive annually from the Socialist Republic of Romania 17 graduate students or young instructors and 18 research scholars for a period of one academic year each, with the understanding that four of the graduate students will be considered for up to three years of study on a program leading to a doctoral degree.

b. The Socialist Republic of Romania will make every effort to receive annually from the United States 15 graduate students or young instructors and 10 research scholars for a period of one academic year each, with the understanding that four of the graduate students will be considered for up to three years of study on a program leading to a doctoral degree.

c. In selecting the fields of study under subparagraphs a and b above, the Parties will make every effort to achieve a suitable balance between the pure and applied sciences and the social sciences and humanities.

d. The Parties will make every effort to receive annually three graduate students or specialists in the fine or performing arts for visits which, for the three together, total 12 months.

2. The Parties will receive during the period of this Agreement 15 faculty members of educational institutions for 21 to 60 day visits totaling 18 months for the purpose of observation and research in mutually acceptable fields.

3. The Parties will make every effort to promote the study of the language, literature and civilization of the two countries in the following manner:

a. The United States will make every effort to receive each academic year four university professors or instructors, at least two of whom will be specialists in the teaching of the Romanian language and literature. The United States will explore the possibility of receiving up to four additional professors or instructors annually.

b. The Socialist Republic of Romania will make every effort to receive each academic year four university professors or instructors in the English language and American studies. The Socialist Republic of Romania will explore the possibility of receiving up to four additional professors or instructors annually.

c. The Parties also agree to encourage the acceptance at universities or other academic institutions of visiting lecturers of the other country in mutually acceptable fields of specialization.

4. The Parties will make every effort further to promote the study of the language and literature of the other country in the following manner:

a. The Socialist Republic of Romania will receive annually up to 15 American scholars at the summer courses on the language, literature, history and art of the Romanian people, of whom up to eight will receive scholarships from the Romanian side; and

b. The Socialist Republic of Romania will receive annually three American lecturers at the summer course for Romanian teachers of English.

5. The Parties will encourage the conclusion of arrangements for direct collaboration between their universities and institutions of higher learning. Such collaboration may include, but need not be limited to, cooperative research projects, the granting of scholarships and fellowships at the undergraduate and graduate levels, and the exchange of teachers for lectures and research.

6. The United States will provide annually the opportunity for four Romanians to participate in the program of the Council of International Programs for Youth Leaders and Social Workers, Inc.

7. The United States will provide annually the opportunity for up to three Romanian teachers of science to participate in the summer institutes sponsored by the National Science Foundation.

8. The Parties will encourage their academic institutions to send young instructors, graduate students or research scholars to pursue doctoral or other specialized studies in the other country. The expenses of these scholars will be borne by the sending side.

9. The Parties will encourage the exchange of materials in the field of education (study plans, analytical programs, text books, etc.) between institutions of scientific research and education of the two countries.

10. The Parties will exchange delegations of three or four university officials for three to four week visits, one delegation in each direction, during the period of the agreement. The delegations will visit universities and other institutions of higher learning in order to familiarize themselves with the university system in the host country.

11. Each Party will organize in its own country one conference during the period of the agreement on an aspect of education to be agreed on through diplomatic channels. Each conference will be attended by three to six participants from each country and will include visits to pertinent educational institutions. The two Parties will agree on dates and agendas 60 days prior to each conference.

12. The United States will provide annually the opportunity for two Romanian writers to participate in the University of Iowa International Writing Program. Arrangements for this participation will be made through diplomatic channels.

ARTICLE II

Science and Technology

1. The Parties will promote and assist, as appropriate, scientific and technical cooperation and exchanges between the two countries and will encourage and facilitate direct contacts and cooperation between agencies, scientific institutions, and institutions of higher learning and enterprises of the two countries.

2. Scientific and technical cooperation under this Agreement may include, but need not be limited to, the following:

a. Exchange of scientists and specialists for both short and long term visits;

b. Exchange of scientific and technical information and documentation;

c. Joint research, exchange of research results and experience, and joint development and implementation

of programs and projects in the basic and applied sciences;

d. Organization of joint courses, conferences, and symposia, including the exchange of leading scientists to give lectures and conduct classes and seminars for selected groups of scientists and researchers; and

e. Other forms of scientific and technical cooperation as may be mutually agreed upon.

3. Each Party will encourage invitations to scientists, scholars, and specialists of the other country to attend international congresses or conferences or other scientific and scholarly meetings with international participation in the Party's own country.

4. The Parties will encourage and support the conduct of cooperative research, joint seminars, and scientific visits between scientists and institutions of their respective countries in fields of concurrent interest to the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania. Specific activities to be conducted shall be those proposed by scientists and scientific institutions of each country. These proposals shall be exchanged between the National Science Foundation of the United States and the National Council for Science and Technology of the Socialist Republic of Romania and shall require their joint approval. Wherever appropriate, the Parties will undertake to promote participation by scientists of other countries in these activities.

The Parties will also support the conclusion of a memorandum of understanding between the National Science Foundation and the

National Council for Science and Technology on scientific and technological cooperation.

5. The Department of Health, Education, and Welfare of the United States of America and the Ministry of Health of the Socialist Republic of Romania will provide for the exchange annually from each country of:

a. up to seven specialists in medicine and public health, for three to four weeks each, to visit specialized institutions and exchange information; and

b. up to four medical specialists, for up to six months each, to carry out specific research projects in fields of common interest.

The Parties will also facilitate the exchange of medical publications, appropriate films, and biological materials between the Department and the Ministry. Details of the specific exchanges provided for under this paragraph, including necessary administrative arrangements, as well as any new exchanges in the field of health, shall be agreed upon directly between the Department and the Ministry.

6. The Parties will take all appropriate measures to encourage and achieve the fulfillment of the following agreements:

a. The Memorandum of Understanding on Exchanges between the National Academy of Sciences of the United States of America and the Academy of the Socialist Republic of Romania;

b. The Agreement for an Exchange between the International Research and Exchanges Board (IREX) of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania;

c. The Memorandum of Understanding on Transportation Research Cooperation between the Department of Transportation of the United States of America and the Ministry of Transportation and Telecommunications of the Socialist Republic of Romania; and

d. The exchange of letters between the Ambassador of the United States of America to the Socialist Republic of Romania and the Chairman of the National Council for Science and Technology of the Socialist Republic of Romania representing a joint understanding on cooperative scientific research programs between the National Science Foundation of the United States of America and the National Council for Science and Technology of the Socialist Republic of Romania.

7. The Parties will support the renewal of the Memorandum of Cooperation between the Atomic Energy Commission of the United States of America and the State Committee for Nuclear Energy of the Socialist Republic of Romania, including any mutually agreed upon amendments.

8. The Parties will support cooperation between the International Research and Exchanges Board (IREX) of the United States of America and the Academy of Social and Political Sciences of the Socialist Republic of Romania.

ARTICLE III

Performing and Creative Arts

1. The Parties will encourage the exchange of leading professional and academic musical, dance, and theatrical groups, conductors, and individual artists. The United States will encourage

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the acceptance by American impresarios of Romanian performing arts groups and individual artists in the United States. The Romanian side will encourage the acceptance by the Agency for Artistic Management (ARIA) of American performing arts groups and individual artists in the Socialist Republic of Romania.

2. The Parties will make every effort to receive, on a basis of reciprocity, four specialists annually for observation and exchange of information in the fields of drama, music, literature or other cultural and artistic fields, for 30 days each.

Each Party will explore the possibility of receiving one or two cultural leaders for visits of shorter duration.

3. The Parties will encourage the performance of theatrical and musical plays of the other country, subject to the consent of the authors or compliance with other legal requirements.

4. The Parties will encourage the invitation of distinguished artists, cultural representatives and young performing artists from the other country to take part in cultural-artistic events with international participation which are organized in their own countries.

ARTICLE IV

Books and Publications

1. The United States will encourage the Library of Congress and other libraries in the United States, and the Socialist Republic of Romania will encourage the State Central Library and other libraries in Romania, to expand existing exchanges of printed and duplicated materials.

2. The Parties will encourage, subject to the consent of the authors or compliance with other legal requirements, the translation and publication in their respective countries of scientific and literary works, including anthologies, dictionaries, and other compilations, as well as scientific studies, reports, and articles published in the other country.

3. The Parties will encourage the exchange of scholarly publications and microfilms of manuscripts and documents found in their archives, museums, and libraries, relating to the history of the two countries.

4. The Parties will encourage the exchange of specialized publications and microfilms between the National Archives of the United States of America and the General Department of State Archives of the Socialist Republic of Romania.

ARTICLE V

Radio and Television

The Parties will encourage and facilitate exchanges in the fields of radio and television by exchanging radio materials, such as radio commentary and musical programs, and by exchanging television films on documentary, artistic and musical subjects.

ARTICLE VI

Exhibits

1. The Parties agree to exchange one exhibit annually to be shown in three cities for a period of four weeks in each city. The themes for the exhibits and details as to itinerary and other conditions will be determined through diplomatic channels.

2. The Parties will encourage the exchange of other exhibits, and the necessary arrangements will be made directly between appropriate organizations of the two countries. These medium-sized or smaller exhibits may incorporate appropriate activities related to the themes of the exhibits. Each exhibit may be accompanied by such personnel as the sending side deems necessary.

3. The Parties will exchange information concerning the cultural-scientific life of each country, and will facilitate the participation of the other country in national cultural-artistic exhibits and events with international participation which are organized in their own country.

4. The Parties will encourage the museums of the two countries to establish and develop direct contacts with the aim of exchanging exhibits, informative materials, albums, art monographs, and other publications of mutual interest.

5. The Parties will make every effort to exchange annually a small exhibit of photographs devoted to current topics in the life and cultures of the two countries.

ARTICLE VII

Motion Pictures

1. The Parties will encourage the conclusion of contracts between American film companies and Romanian film organizations for the purchase and sale of mutually acceptable feature films.

2. The Parties will encourage the exchange of mutually acceptable documentary and scientific films between corresponding organizations of the two countries.

3. The Parties will encourage the joint production of feature and documentary films and will cooperate in the field of motion pictures through other means that may be agreed upon.

4. The Parties will encourage the establishment of contacts and exchanges of information between film publications and associations of film specialists of the two countries.

5. Each Party will encourage the reception of film specialists and films at international film festivals or meetings of cinematographers to be held in its own country.

6. Each Party will encourage the sponsoring by appropriate organizations, including film libraries, of a film week devoted to the films of the other country. Film specialists from the other country may be invited to these functions. Organizational and financial details will be established through diplomatic channels or between the corresponding organizations.

7. The Parties will encourage the exchange of films and informational materials between the National Film Archives of the Socialist Republic of Romania and appropriate institutions in the United States.

ARTICLE VIII

Government, Social, Professional and Civic Exchanges

1. The Parties agree to render assistance to members of the Congress of the United States of America and deputies of the Grand National Assembly of the Socialist Republic of Romania, as well as to other officials of the national governments of both countries, making visits to Romania and the United States respectively, concerning which the Parties will agree in advance through diplomatic channels.

2. The Parties agree to encourage exchanges of representatives of municipal, local and state governments of the United States and Romania to study various functions of government at these levels.

3. The Parties agree to encourage joint undertakings and exchanges between appropriate organizations active in civic, social, and professional life, including youth and women's organizations, recognizing that the decision to implement such joint undertakings and exchanges remains a concern of the organizations themselves.

ARTICLE IX

Sports

1. The Parties will facilitate the development of exchanges in the field of sports and will support the exchange of experience and information between the organizations, federations, and institutions of physical education and sport in the two countries.

2. These exchanges and visits will be agreed upon between the appropriate United States and Romanian organizations.

ARTICLE X

Tourism

The Parties agree to encourage arrangements for tourist travel between the two countries and measures to satisfy the requests of tourists, as individuals or in groups, to acquaint themselves with the life, work and culture of the people of each country.

ARTICLE XI

General

1. The exchanges and visits provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries. Within this framework, both Parties will use their best efforts to promote favorable conditions for the fulfillment of these exchanges and visits in accordance with the provisions and objectives of this Agreement.

2. This Agreement shall not preclude other exchanges and visits which may be arranged by interested organizations or individuals, it being understood that arrangements for additional exchanges and visits will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties agree to hold, within one year after the entry into force of this Agreement, a meeting of their representatives to discuss the implemention of exchanges in 1973 and the development of the program for 1974.

ARTICLE XII

Entry into Force

This Agreement shall enter into force on January 1, 1973.

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

DONE at Washington, in two originals, in the English and Romanian languages, both equally authentic, this fifteenth day of December, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

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

Cornelu Bogdan

[1] Walter J. Stoessel, Jr.
[2] Corneliu Bogdan

ARANJAMENT

între Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România privind schimburile şi cooperarea în domeniul educaţiei, culturii, ştiinţei, tehnicii şi în alte domenii pentru anii 1973-1974.

Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România,

Ţinînd seama de legăturile istorice de prietenie între poporul american şi poporul român,

Apreciind că schimburile şi cooperarea în domeniile învăţămîntului, culturii, ştiinţei, tehnicii şi în alte domenii vor contribui la lărgirea înţelegerii reciproce, între poporul american şi poporul român şi la continua dezvoltare a relaţiilor reciproc avantajoase între cele două ţări,

Recunoscînd că schimburile şi cooperarea între instituţiile de învăţămînt, cultură, ştiinţă şi tehnică ale celor două ţări vor contribui la dezvoltarea culturală şi materială a celor două popoare;

Au căzut de acord asupra celor ce urmează:

ARTICOLUL I

I. INVATAMINT

1.- a) Statele Unite ale Americii vor depune toate eforturile pentru a primi anual din Republica Socialistă România 17 absolvenţi universitari sau tinere cadre didactice şi 18 cercetători pe perioade de un an academic fiecare, urmînd ca patru dintre absolvenţii universitari să efectueze stagii

de doctorat pe perioade pînă la trei ani fiecare.

b) Republica Socialistă România va depune toate eforturile pentru a primi anual din Statele Unite 15 absolvenţi universitari sau tinere cadre didactice şi lo cercetători pentru o perioadă de un an universitar fiecare, urmînd ca patru dintre absolvenţii universitari să efectueze stagii de doctorat pe perioade pînă la trei ani fiecare.

c) In alegerea domeniilor de stagiu prevăzute la paragrafele (a) şi (b) menţionate mai sus, părţile vor depune toate eforturile pentru a realiza un echilibru corespunzător între ştiinţele fundamentale şi aplicative şi ştiinţele sociale şi umaniste.

d) Părţile vor depune toate eforturile pentru a primi anual trei absolvenţi universitari sau specialişti în domeniile artelor pentru vizite a căror durată totală va fi de 12 luni.

2.- In perioada valabilităţii prezentului program Părţile vor primi 15 cadre didactice pentru vizite de 21-6o zile, care vor totaliza 18 luni, pentru documentare şi cercetare în domenii reciproc acceptabile.

3.- Părţile vor depune toate eforturile pentru a promova studierea limbii, literaturii şi civilizaţiei celor două ţări după cum urmează:

a) Statele Unite vor depune toate eforturile pentru a primi în fiecare an universitar patru cadre didactice, din care cel puţin doi vor fi specialişti în predarea limbii şi literaturii române. Statele Unite vor explora toate posibilităţile de a primi anual, în plus,pînă la patru cadre didactice universitare.

b) Republica Socialistă România va depune toate eforturile pentru a primi în fiecare an universitar patru cadre didactice, specialişti în limba engleză şi studii americane. Republica Socialistă România va explora toate posibilităţile de a primi anual, în plus, pînă la patru cadre didactice universitare.

Părţile sînt de acord să încurajeze acceptarea de către universităţi sau alte institute de învăţămînt superior a unor profesori vizitatori din cealaltă ţară în domenii de specialitate reciproc acceptabile.

4.- Părţile vor depune în continuare toate eforturile pentru a promova studierea limbii şi literaturii celeilalte ţări, după cum urmează:

a) Republica Socialistă România va primi anual pînă la 15 participanţi americani la cursurile de vară de limbă, literatură, istorie şi artă a poporului român, dintre care pînă la opt pe contul Părţii române;

b) Republica Socialistă România va primi anual trei lectori americani la cursurile de vară pentru profesorii români de limbă engleză.

5.- Părţile vor încuraja încheierea de aranjamente de colaborare directă între universităţile şi instituţiile lor de învăţămînt superior.

Această colaborare va include proiecte de cercetare, acordarea de burse de specializare studenţilor şi absolvenţilor universitari, precum şi schimb de cadre didactice pentru conferinţe şi cercetare, fără a se limita numai la acestea.

6.- Statele Unite vor asigura anual condiţii în vederea participării a patru specialişti români la programul Consiliului programelor internaţionale pentru conducătorii organizaţiilor de tineret şi lucrători în domeniul social.

7.- Partea americană va asigura anual condiţii pentru un număr de pînă la 3 profesori români din învăţămîntul secundar care predau discipline ştiinţifice pentru a participa la cursurile de vară organizate de Fundaţia Naţională de Ştiinţe.

8.- Părţile vor încuraja instituţiile lor de învăţămînt superior în trimiterea de tinere cadre didactice, absolvenţi universitari sau cercetători pentru a efectua studii de doctorat sau specializare în cealaltă ţară. Cheltuielile legate de aceste studii vor fi suportate de către partea trimiţătoare.

9.- Părţile vor încuraja schimbul de materiale în domeniul învăţămîntului(planuri de studii, programe analitice, manuale etc.) între instituţiile de învăţămînt şi cercetare ştiinţifică din cele două ţări.

lo.- In perioada valabilităţii prezentului Aranjament Părţile vor face schimb de cîte o delegaţie de trei-patru cadre didactice din conducerea instituţiilor universitare pentru o durată de trei-patru săptămîni fiecare. Delegaţiile vor vizita universităţi şi alte instituţii de învăţămînt superior pentru a cunoaşte sistemul universitar din ţara gazdă.

11.- Fiecare Parte va organiza în propria ţară, pe perioada valabilităţii prezentului Aranjament, un seminar dedicat unui aspect legat de procesul de învăţămînt, asupra căruia se va cădea de acord pe cale diplomatică. La fiecare seminar vor lua parte între trei şi şase specialişti din fiecare ţară, în program urmînd a fi incluse şi vizite la instituţii de învăţămînt corespunzătoare. Părţile vor decide asupra perioadei şi temei fiecărui seminar cu 6o de zile înainte de ţinerea acestuia.

12.- Statele Unite vor asigura anual comăţii pentru participarea a doi scriitori români la Programul Internaţional pentru scriitori organizat de către Universitatea Statului Iowa. Aranjamentele pentru această participare se vor face pe cale diplomatică.

ARTICOLUL II

STIINTA SI TEHNOLOGIE

1.- Părţile vor promova şi sprijini, în măsura posibilităţilor, cooperarea şi schimburile ştiinţifice şi tehnice dintre cele două ţări şi vor încuraja şi facilita contactele şi cooperarea directă dintre instituţii guvernamentale, ştiinţifice, de învăţămînt superior şi întreprinderi

din cele două ţări.

2.- Cooperarea ştiinţifică şi tehnică, conform prevederilor acestui Aranjament, poate include, fără a fi însă limitativă, următoarele:

a) Schimburi de oameni de ştiinţă şi specialişti pentru vizite de scurtă şi lungă durată;

b) Schimburi de informaţii şi documentaţii ştiinţifice şi tehnice;

c) Cercetări comune, schimburi de rezultate obţinute în cercetare şi schimburi de experienţă, dezvoltarea şi valorificarea în comun de programe şi proiecte din domeniul ştiinţelor fundamentale şi aplicative;

d) Organizarea de cursuri, conferinţe şi simpozioane comune, inclusiv schimburi de personalităţi ştiinţifice, care să ţină conferinţe, cursuri şi seminarii pentru grupuri de oameni de ştiinţă şi cercetători;

e) Alte forme de cooperare ştiinţifică şi tehnică asupra cărora se va cădea de acord.

3.- Fiecare parte va încuraja invitarea de oameni de ştiinţă, cadre didactice universitare şi specialişti din cealaltă ţară pentru a participa la congrese şi conferinţe internaţionale sau alte reuniuni ştiinţifice cu participare internaţională care se vor organiza în ţara respectivă.

4.- Părţile vor încuraja şi sprijini realizarea de cercetări în comun, seminare comune şi vizite ştiinţifice între oameni de ştiinţă şi instituţii din ţările lor în domenii de interes comun pentru Fundaţia Naţională de Ştiinţă din Statele Unite ale Americii şi Consiliul Naţional pentru Ştiinţă şi Tehnologie din Republica Socialistă România. Activităţile concrete ce se vor realiza vor fi cele propuse de către oameni de ştiinţă şi instituţii ştiinţifice din fiecare ţară. Aceste

propuneri vor fi comunicate de către Fundaţia Naţională de Ştiinţă din Statele Unite ale Americii şi Consiliul Naţional pentru Ştiinţă şi Tehnologie din Republica Socialistă România şi vor necesita aprobarea lor comună. Cînd se va considera oportun, Părţile se vor preocupa să promoveze participarea unor specialişti din alte ţări la aceste activităţi.

Părţile vor sprijini, de asemenea, încheierea unui Memorandum între Fundaţia Naţională de Ştiinţă şi Consiliul Naţional pentru Ştiinţă şi Tehnologie privind cooperarea ştiinţifică şi tehnologică.

5.-Departamentul Sănătăţii, Educaţiei şi Prevederilor Sociale din Statele Unite ale Americii şi Ministerul Sănătăţii din Republica Socialistă România vor asigura un schimb anual de:

a) pînă la 7 specialişti în medicină şi sănătate publică, pe durate de 3 pînă la 4 săptămîni fiecare, pentru vizite la instituţii specializate şi schimb de informaţii şi,

b) pînă la 4 specialişti în medicină, pe durate pînă la 6 luni fiecare pentru a realiza proiecte de cercetare specifică în domenii de interes reciproc.

Părţile vor facilita, de asemenea, schimbul de publicaţii medicale, de filme şi de materiale biologice dintre Minister şi Departament. Detalii privind schimburile menţionate, în conformitate cu prevederile acestui paragraf, inclusiv reglementările administrative necesare, precum şi orice fel de noi schimburi în domeniul sănătăţii, vor fi convenite direct între Minister şi Departament.

6.- Părţile vor lua toate măsurile necesare pentru a încuraja şi a asigura îndeplinirea următoarelor înţelegeri:

a) Memorandum-ul privind schimburile dintre Academia de Stiinţe din Statele Unite ale Americii şi Academia Republicii Socialiste România;

b) Aranjamentul de schimburi dintre Comitetul pentru Cercetări şi Schimburi Internaţionale (IREX) din Statele Unite ale Americii şi Consiliul Naţional pentru Stiinţă şi Tehnologie din Republica Socialistă România;

c) Memorandum-ul privind cooperarea în cercetări din domeniul transporturilor dintre Departamentul Transporturilor din Statele Unite ale Americii şi Ministerul Transporturilor şi Telecomunicaţiilor din Republica Socialistă România;

d) Schimbul de scrisori dintre ambasadorul Statelor Unite ale Americii la Bucureşti şi preşedintele Consiliului Naţional pentru Stiinţă şi Tehnologie din Republica Socialistă România, reprezentînd o înţelegere comună între Fundaţia Naţională de Stiinţe din Statele Unite ale Americii şi Consiliul Naţionale pentru Stiinţă şi Tehnologie din Republica Socialistă România, privind cooperarea ştiinţifică pe bază de programe comune de cercetare.

7.- Părţile vor sprijini reînoirea memorandum-ului de cooperare între Comisia pentru Energie Atomică a Statelor Unite ale Americii şi Comitetul de Stat pentru Energie Nucleară din Republica Socialistă România, inclusiv orice amendamente asupra cărora se va conveni.

8.- Părţile vor sprijini cooperarea dintre Comitetul pentru Cercetări şi Schimburi Internaţionale din Statele Unite ale Americii şi Academia de Stiinţe Sociale şi Politice din Republica Socialistă România.

ARTICOLUL III.

ARTE INTERPRETATIVE SI CREATIE ARTISTICA

1.- Părţile vor încuraja schimbul de ansambluri muzicale, de dans şi teatrale(profesioniste şi universitare), precum şi de dirijori şi artişti de frunte.

Partea americană va încuraja acceptarea de către impresari americani a unor formaţii artistice şi artişti individuali români în Statele Unite.

Partea română va încuraja acceptarea de către Agenţia Română de Impresariat Artistic (ARIA) a unor ansambluri artistice şi a unor artişti individuali americani în Republica Socialistă România.

2.- Părţile vor depune toate eforturile pentru a primi anual, pe bază de reciprocitate, cîte patru specialişti pentru vizite de documentare şi schimb de informaţii în domeniile dramei, muzicii şi literaturii sau în alte domenii culturale şi artistice, pe perioade de cîte 3o zile fiecare.

Fiecare parte va analiza posibilitatea de a primi una sau două personalităţi culturale pentru perioade scurte de timp.

3.- Părţile vor încuraja introducerea în repertoriile propriilor instituţii artistice a unor lucrări de autori din cealaltă ţară, cu consimţămîntul autorilor şi cu respectarea altor cerinţe legale.

4.- Părţile vor încuraja invitarea unor personalităţi artistice şi culturale reprezentative şi a unor artişti tineri din cealaltă ţară la manifestările cultural-artistice cu caracter internaţional, organizate în propria ţară.

ARTICOLUL IV

CARTI SI PUBLICATII

1.- Statele Unite ale Americii vor încuraja Biblioteca Congresului şi alte biblioteci din Statele Unite ale Americii iar Republica Socialistă România va încuraja Biblioteca Centrală de Stat şi alte biblioteci din România, să lărgească schimburile existente de materiale tipărite şi multiplicate.

2.- Părţile vor încuraja, cu consimţămîntul autorilor şi cu respectarea altor cerinţe legale, traducerea şi publicarea în propria ţară a unor opere ştiinţifice şi literare,

inclusiv antologii, dicţionare, culegeri, studii ştiinţifice, reportaje şi articole publicate în cealaltă ţară.

3.- Părţile vor încuraja schimbul de publicaţii ştiinţifice şi microfilme de pe manuscrise şi documente referitoare la istoria celor două ţări, aflate în arhivele, muzeele şi bibliotecile lor.

4.- Părţile vor încuraja schimbul de publicaţii de specialitate şi microfilme între Arhivele Naţionale ale Statelor Unite ale Americii şi Direcţia Generală a Arhivelor Statului din Republica Socialistă România.

ARTICOLUL V.

RADIO SI TELEVIZIUNE

Părţile vor încuraja şi facilita schimburile în domeniul radioteleviziunii prin schimbul de reportaje radiofonice şi programe muzicale radio, precum şi schimbul de filme de televiziune cu conţinut documentar, artistic şi muzical.

ARTICOLUL VI.

E X P O Z I T I I

1.- Părţile sînt de acord să facă schimb, anual, de cîte o expoziţie pentru a fi prezentată în trei oraşe pe o perioadă de patru săptămîni în fiecare oraş. Tematicile expoziţiilor, detaliile privind itinerarul şi alte condiţii, vor fi stabilite pe căi diplomatice.

2.- Părţile vor încuraja şi alte schimburi de expoziţi iar aranjamentele necesare vor fi făcute direct între organizaţiile de resort din cele două ţări. Aceste expoziţii de mărime mijlocie sau mică pot include şi activităţi legate de temele expoziţiilor. Fiecare expoziţie va putea fi însoţită de personalul pe care partea trimiţătoare îl consideră necesar.

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3.- Părţile vor face schimb de informaţii în domeniul vieţii cultural-ştiinţifice şi vor facilita participarea celeilalte ţări la expoziţiile şi manifestările cultural-artistice naţionale, cu participare internaţională, organizate în propria ţară.

4.- Părţile vor încuraja muzeele din cele două ţări în stabilirea şi dezvoltarea legăturilor directe în vederea efectuării de schimburi de expoziţii, materiale informative, albume, monografii de artă şi alte publicaţii de interes reciproc.

5.- Părţile vor depune toate eforturile pentru a face schimb anual de cîte o expoziţie de fotografii de dimensiuni reduse, care să abordeze aspecte curente ale dezvoltării sociale şi culturale din fiecare ţară.

ARTICOLUL VII.

C I N E M A T O G R A F I E

1.- Părţile vor încuraja încheierea de contracte între instituţiile cinematografice române şi societăţile cinematografice americane pentru cumpărarea-vînzarea de filme artistice pe baze reciproc acceptabile.

2.- Părţile vor încuraja schimburile, pe baze reciproc acceptabile, de filme documentare şi ştiinţifice, între instituţiile corespunzătoare din cele două ţări.

3.- Părţile vor încuraja realizarea în comun de filme artistice şi documentare şi vor coopera în domeniul cinematografiei prin alte mijloace asupra cărora vor cădea de acord.

4.- Părţile vor încuraja stabilirea de contacte şi schimburi de informaţii între revistele cinematografice şi între asociaţiile de cineşti din cele două ţări.

5.- Fiecare Parte va încuraja primirea de cineaşti şi filme la festivalurile şi reuniunile cinematografice cu participarea internaţională organizate în propria ţară.

6.- Fiecare Parte va încuraja organizarea în propria ţară de către organisme corespunzătoare, inclusiv cinemateci, a unei săptămîni a filmului consacrată cinematografiei din cealaltă ţară.

La aceste acţiuni vor putea fi invitaţi delegaţi din cealaltă ţară.

Detaliile organizatorice şi financiare vor fi stabilite pe cale diplomatică sau între organismele interesate.

7.- Părţile vor încuraja schimburile de filme şi materiale informative între Arhiva Naţională de filme din Republica Socialistă România şi instituţiile corespunzătoare din Statele Unite ale Americii.

ARTICOLUL VIII

SCHIMBURI INTRE ORGANISME GUVERNAMENTALE, PROFESIONALE, OBSTESTI SI LOCALE

1.- Părţile au convenit să acorde sprijin membrilor Congresului Statelor Unite ale Americii şi deputaţilor Marii Adunării Naţionale a Republicii Socialiste România ca şi altor oficialităţi guvernamentale din cele două ţări pentru a face vizite în Republica Socialistă România şi respectiv în Statele Unite ale Americii, asupra cărora se va cădea de acord în prealabil pe cale diplomatică.

2.- Părţile sînt de acord să încurajeze schimburile de reprezentanţi ai autorităţilor locale(municipale şi teritoriale) americane şi româneşti pentru a studia experienţa în domeniul conducerii, la nivelul acestora.

3.- Părţile au căzut de acord să încurajeze acţiunile de cooperare şi schimburile între organizaţiile respective din domeniul vieţii sociale, profesionale şi obşteşti inclusiv între organizaţiile de tineret şi de femei, hotărîrea privind

efectuarea acestor cooperări şi schimburi rămînînd în competenţa organizaţiilor înseşi.

ARTICOLUL IX.

S P O R T

1.- Părţile vor facilita dezvoltarea schimburilor sportive şi vor sprijini schimburile de experienţă şi informaţii între organizaţiile federaţiilor şi instituţiilor de educaţie fizică şi sport din cele două ţări.

2.- Aceste schimburi şi vizite vor fi convenite între organizaţiile corespunzătoare din Statele Unite ale Americii şi Republica Socialistă România.

ARTICOLUL X.

T U R I S M

Părţile sînt de acord să încurajeze încheierea de aranjamente pentru călătorii turistice între cele două ţări şi luarea de măsuri care să asigure satisfacerea dorinţelor turiştilor, individuali şi în grup, de a se familiariza cu viaţa, activitatea şi cultura poporului celeilalte ţări.

ARTICOLUL XI.

PREVEDERI GENERALE

1.- Realizarea acţiunilor prevăzute în Aranjament se face în conformitate cu normele constituţionale, cu legile şi regulamentele în vigoare ale celor două ţări. In acest cadru, Părţile vor depune toate eforturile pentru a asigura condiţii favorabile realizării acestor schimburi şi vizite, corespunzător prevederilor şi scopurilor Aranjamentului.

2.- Prezentul Aranjament nu exclude realizarea şi a altor schimburi şi vizite care pot fi convenite de către organizaţii interesate sau persoane, înţelegîndu-se că aranjamentele pentru schimburi şi vizite suplimentare vor fi facilitate prin înţelegeri prealabile, pe care diplomatică sau între organizaţii corespunzătoare.

3.- Părţile sînt de acord ca reprezentanţii lor să se întîlnească la un an de la intrarea în vigoare a prezentului Aranjament, pentru a discuta stadiul realizării schimburilor în cursul anului 1973 şi modul de desfăşurare a Aranjamentului în anul 1974.

ARTICOLUL XII.

INTRAREA IN VIGOARE

Acest Aranjament va intra în vigoare începînd de la 1 ianuarie 1973.

Drept pentru care, cei de mai jos, cu depline puteri au semnat acest Aranjament.

Făcut la Washington, în două exemplare originale, în limba engleză şi limba română, ambele avînd aceeaşi valoare, la 15 decembrie, una mie nouă sute şaptezeci şi doi.-

PENTRU
GUVERNUL STATELOR UNITE
ALE AMERICII

PENTRU
GUVERNUL REPUBLICII
SOCIALISTE ROMANIA

FIJI

Consular Officers: Continued Application of the United States-United Kingdom Convention of June 6, 1951

Agreement effected by exchange of notes
Signed at Suva and Washington October 16 and December 12, 1972;
Entered into force December 12, 1972.

The Fijian Prime Minister and Minister for Foreign Affairs to the Secretary of State

PRIME MINISTER
SUVA, FIJI

C1173/6/1

16th OCTOBER, 1972.

SIR,

I have the honour to refer to the declaration made on 10th October 1970 to the Secretary-General of the United Nations,[1] in which it was stated that the Government of Fiji, conscious of the desirability of maintaining existing legal relationships, and conscious of its obligations under international law to honour its treaty commitments, acknowledged that many treaty rights and obligations of the Government of the United Kingdom in respect of Fiji were succeeded to by Fiji upon independence by virtue of customary international law; but that since it is likely that in virtue of customary international law certain treaties might have lapsed at the date of independence of Fiji it seemed essential that each treaty should be subjected to legal examination; and that it was proposed that after this examination would have been completed, to indicate which, if any, of the treaties which might have lapsed by customary international law the Government of Fiji might wish to treat as having lapsed.

The Government of Fiji has examined the consular convention entered into between the United Kingdom and the United States of America on 6th June 1951.[2]

I have the honour to inform you that it is the desire of the Government of Fiji that the above convention should be regarded as in force between our respective countries, and as continuing to regulate consular arrangements between them pending any new convention which might be concluded.

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[1] Not printed.
[2] TIAS 2494; 3 UST 3426.

I have the honour to suggest that your Government's reply in the above sense and this Note should be considered by our respective Governments as constituting an Agreement to that effect.

I have the honour to be,
Sir,
Your Obedient Servant,

K. K. T. MARA

(K.K.T. Mara)
Prime Minister and Minister for Foreign Affairs

THE SECRETARY OF STATE,
Government of the United States of America,
Washington.

The Secretary of State to the Fijian Prime Minister and Minister for Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

DECEMBER 12, 1972

SIR:

I have the honor to acknowledge the receipt of your note of October 16, 1972 in which it is stated that the Government of Fiji desires that the consular convention of June 6, 1951 between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland be regarded as in force between the United States and Fiji, pending any new convention which might be concluded.

I have the honor to inform you that the Government of the United States of America considers that the above-mentioned convention continues in force between the United States of America and Fiji and that your note and this reply constitute an agreement to that effect.

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

WILLIAM P ROGERS

Secretary of State of the United States of America

The Honorable
RATU SIR KAMISESE K. T. MARA, K. B. E.,
Prime Minister and Minister for Foreign Affairs of Fiji,
Suva.

ITALY

Scientific Cooperation

Agreement extending the agreement of June 19, 1967.
Effected by exchange of notes
Signed at Rome December 11, 1972;
Entered into force December 11, 1972.

The Italian Secretary General, Ministry of Foreign Affairs, to the American Chargé d'Affaires ad interim [1]

MINISTERO DEGLI AFFARI ESTERI

SIGNOR INCARICATO D'AFFARI,

ho l'onore di riferirmi all'Accordo per un programma di cooperazione scientifica tra il Governo italiano ed il Governo degli Stati Uniti d'America, concluso il 19 giugno 1967.

Il Governo italiano, considerati i soddisfacenti risultati della cooperazione scientifica instauratasi tra i due Paesi in applicazione del citato accordo e nell'intento di favorire sempre maggiori sviluppi di tale cooperazione, propone al Governo degli Stati Uniti d'America di prorogare la validità dell'Accordo sopra menzionato per altri tre anni, vale a dire fino al 19 giugno 1975.

Il Governo italiano designa, ai sensi dell'articolo 5 dell'Accordo, l'Istituto Nazionale di Fisica Nucleare quale ente italiano responsabile per la condotta dei programmi concernenti la fisica nucleare fondamentale e la fisica delle particelle elementari, mentre conferma che il Consiglio Nazionale delle Ricerche continuerà ad essere responsabile per tutti i programmi rimanenti.

Sarò grato alla S.V. se vorrà confermare l'accordo del Governo degli Stati Uniti d'America su quanto precede.

Voglia gradire, Signor Incaricato d'Affari, gli atti della mia più alta considerazione.

ROBERTO CAJA

ROMA, *li 11 dicembre 1972*

Sig. WELLS STABLER
Incaricato d'Affari
degli Stati Uniti d'America
Roma

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[1] For the English language text, see the United States note, p. 3773.

The American Chargé d'Affaires ad interim to the Italian Secretary General, Ministry of Foreign Affairs

No. 794 ROME, *December 11, 1972.*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of December 11, 1972 concerning the renewal of the Science Cooperation Agreement[1] between the Government of the United States of America and the Government of Italy, the text of which reads as follows:

"MR. CHARGÉ D'AFFAIRES:

"I have the honor to refer to the Agreement for a Program of Scientific Cooperation between the Italian Government and the Government of the United States of America dated June 19, 1967.

"The Italian Government, having considered the satisfactory results deriving from the scientific cooperation instituted between the two countries in observance of the said agreement signed on June 19, 1967 in Washington, and in order to favor a further and more extensive development of said cooperation, hereby proposes to the Government of the United States of America to extend the validity of the above-mentioned agreement for an additional period of three years, that is, until June 19, 1975.

"In conformity with Article 5 of the agreement, the Italian Government designates the Istituto Nazionale di Fisica Nucleare as the Italian agency responsible for the direction of programs relating to basic nuclear physics and elementary particle physics while confirming that the Consiglio Nazionale delle Ricerche will continue to be responsible for all remaining programs.

"I would be grateful if you would confirm the agreement of the Government of the United States of America to the text set forth above.

"Accept, Mr. Chargé d'Affaires, the renewed assurance of my highest consideration."

[1] TIAS 6280; 18 UST 1268.

I have the honor to inform you that the proposals set forth in Your Excellency's note are acceptable to the Government of the United States of America and, therefore, agree that Your Excellency's note together with this reply shall constitute an agreement between our two Governments regarding the matter.

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

WELLS STABLER

Wells Stabler
Minister
Chargé d'Affaires ad interim

His Excellency
ROBERTO CAJA
Secretary General
Ministry of Foreign Affairs
Rome.

JAPAN

Fisheries: King and Tanner Crab

Agreement effected by exchange of notes
Signed at Washington December 20, 1972;
Entered into force December 20, 1972.
With agreed minutes and Japanese note.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY,

I have the honor to refer to the consultation between the representatives of the Government of Japan and the Government of the United States of America in regard to the king and tanner crab fisheries in the eastern Bering Sea, held in Washington, D.C. from November 7 to November 27, 1972, and to confirm, on behalf of the Government of Japan, the following understandings which shall replace the previous agreement between the two Governments on the king and tanner crab fisheries in the eastern Bering Sea contained in the exchange of notes on December 11, 1970: [1]

1. The Government of Japan holds the view that king crabs and tanner crabs are high seas fishery resources, and that nationals and vessels of Japan are entitled to continue fishing for king crabs and tanner crabs in the eastern Bering Sea.

2. The Government of the United States of America is of the view that king crabs and tanner crabs are natural resources of the continental shelf over which the coastal state (in this case the United States of America) has exclusive jurisdiction, control, and rights of exploitation.

3. However, the two Governments, having regard to the fact that nationals and vessels of Japan have over a period of years exploited

[1] TIAS 7019; 21 UST 2734.

the crab resources in the eastern Bering Sea, have agreed, without prejudice to their respective positions as described above, as follows:

1) The fisheries for king and tanner crabs by nationals and vessels of Japan in the eastern Bering Sea will continue in and near the waters which have been fished historically by Japan; that is, those waters in which migrate the crab stocks exploited in the past by Japan; provided that in order to avoid overfishing of the crab resources in the eastern Bering Sea, the Government of Japan ensures that the annual commercial catches of king and tanner crabs by nationals and vessels of Japan for the years 1973 and 1974 shall not exceed:

   A. 270,000 king crabs and 6,000,000 tanner crabs in the area lying within the following designated boundaries: a line running from Cape Newenham on the Bering Sea coast of western Alaska, southwest to position 57° 00′ North Latitude, 168°00′ West Longitude, thence due south to position 54°36′ North Latitude, 168°00′ West Longitude, and thence east to Cape Sarichef on the west coast of Unimak Island, Alaska.

   B. 430,000 king crabs and 8,000,000 tanner crabs outside the area designated above.

2) The two Governments shall apply such iterim measures as described in the Appendix to this note to their respective nationals and vessels fishing for king and tanner crabs in the eastern Bering Sea.

3) The International Commission under the North Pacific Fishery Convention [1] will be asked by the two Governments to continue and intensify the study of the king and tannner crab resources in the eastern Bering Sea and to transmit to the two Governments annually by November 30 the findings of such study.

4) For the purpose of carrying out faithfully measures under the provisions of the proviso of sub-paragraph (1) and the provisions of sub-paragraph (2) of this paragraph, the two Governments shall take appropriate and effective measures respectively, and either Government shall, if requested by the other Government, provide opportunity for observation of the conduct of enforcement.

5) The two Governments shall meet before December 31, 1974, to review the operation of these arrangements and the conditions of the king and tanner crab fisheries of the eastern Bering Sea, and decide on future arrangements, bearing in mind paragraphs 1 and 2, and the introductory part of this paragraph, and the United States President's assurance of May 20, 1964 that full consideration would be give to Japan's long established fishery for king crab.

[1] TIAS 2786, 5385; 4 UST 380; 14 UST 953.

I have further the honor to propose that this note and Your Excellency's reply confirming the above understandings on behalf of your Government shall be regarded as constituting an agreement between the two Governments.

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

NOBUHIKO USHIBA

His Excellency
WILLIAM P. ROGERS
Secretary of State

APPENDIX

A. Female and soft-shelled king and tanner crabs, and small king crabs less than 15.8 cms. in maximum carapace width shall not be retained and used. Any such crabs which might be taken incidentally, any king crabs taken in excess of the agreed quotas, and any tanner crabs taken in excess of the agreed quotas shall be returned immediately to the sea with a minimum of injury.

B. King crabs and tanner crabs shall not be taken in 1973 or 1974 by means of fishing gear other than pots.

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY:

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

"I have the honor to refer to the consultation between the representatives of the Government of Japan and the Government of the United States of America in regard to the king and tanner crab fisheries in the eastern Bering Sea, held in Washington, D.C. from November 7 to November 27, 1972, and to confirm, on behalf of the Government of Japan, the following understandings which shall replace the previous agreement between the two Governments on the king and tanner crab fisheries in the eastern Bering Sea contained in the exchange of notes on December 11, 1970:

"1. The Government of Japan holds the view that king crabs and tanner crabs are high seas fishery resources, and that nationals

and vessels of Japan are entitled to continue fishing for king crabs and tanner crabs in the eastern Bering Sea.

"2. The Government of the United States of America is of the view that king crabs and tanner crabs are natural resources of the continental shelf over which the coastal state (in this case the United States of America) has exclusive jurisdiction, control, and rights of exploitation.

"3. However, the two Governments, having regard to the fact that nationals and vessels of Japan have over a period of years exploited the crab resources in the eastern Bering Sea, have agreed, without prejudice to their respective positions as described above, as follows:

1) The fisheries for king and tanner crabs by nationals and vessels of Japan in the eastern Bering Sea will continue in and near the waters which have been fished historically by Japan; that is, those waters in which migrate the crab stocks exploited in the past by Japan; provided that in order to avoid overfishing of the crab resources in the eastern Bering Sea, the Government of Japan ensures that the annual commercial catches of king and tanner crabs by nationals and vessels of Japan for the years 1973 and 1974 shall not exceed:

A. 270,000 king crabs and 6,000,000 tanner crabs in the area lying within the following designated boundaries: a line running from Cape Newenham on the Bering Sea coast of western Alaska, southwest to position 57°00′ North Latitude, 168°00′ West Longitude, thence due south to position 54°36′ North Latitude, 168°00′ West Longitude, and thence east to Cape Sarichef on the west coast of Unimak Island, Alaska.

B. 430,000 king crabs and 8,000,000 tanner crabs outside the area designated above.

2) The two Governments shall apply such interim measures as described in the Appendix to this note to their respective nationals and vessels fishing for king and tanner crabs in the eastern Bering Sea.

3) The International Commission under the North Pacific Fishery Convention will be asked by the two Governments to continue and intensify the study of the king and tanner crab resources in the eastern Bering Sea and to transmit to the two Governments annually by November 30 the findings of such study.

4) For the purpose of carrying out faithfully measures under the provisions of the proviso of sub-paragraph (1) and the provisions of sub-paragraph (2) of this paragraph, the two Governments shall take appropriate and effective measures respectively, and either Government shall, if requested by the

other Government, provide opportunity for observation of the conduct of enforcement.

5) The two Governments shall meet before December 31, 1974, to review the operation of these arrangements and the conditions of the king and tanner crab fisheries of the eastern Bering Sea, and decide on future arrangements, bearing in mind paragraphs 1 and 2, and the introductory part of this paragraph, and the United States President's assurance of May 20, 1964 that full consideration would be given to Japan's long established fishery for king crab.

"I have further the honor to propose that this note and Your Excellency's reply confirming the above understandings on behalf of your Government shall be regarded as constituting an agreement between the two Governments.

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

"APPENDIX

"A. Female and soft-shelled king and tanner crabs, and small king crabs less than 15.8 cms. in maximum carapace width shall not be retained and used. Any such crabs which might be taken incidentally, any king crabs taken in excess of the agreed quotas, and any tanner crabs taken in excess of the agreed quotas shall be returned immediately to the sea with a minimum of injury.

"B. King crabs and tanner crabs shall not be taken in 1973 or 1974 by means of fishing gear other than pots."

I have further the honor to confirm the above understandings on behalf of the Government of the United States of America and to agree that Your Excellency's note and this reply shall be regarded as constituting an agreement between the two Governments.

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

WILLIAM P ROGERS

Secretary of State of the United States of America

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

AGREED MINUTES

The representatives of the Government of the United States of America and the Government of Japan have agreed to record the

following in connection with the notes exchanged today between Secretary of State Rogers and Ambassador Ushiba concerning the king and tanner crab fisheries in the eastern Bering Sea:

1. It is agreed that the respective Governments will take all possible measures to ensure that their nationals and vessels refrain from engaging in such harmful practices as would result in pollution of the seas and would have deleterious effects upon the health and well-being of the living resources thereof.

2. It is recognized to be appropriate that, with respect to cases of gear conflict which may arise between the fisheries of the two countries, prompt consultation be held between the parties concerned as necessary in each case.

WASHINGTON, D.C., *December 20, 1972*

FOR THE UNITED STATES DELEGATION:

DONALD L. MCKERNAN

FOR THE JAPANESE DELEGATION:

YUTAKO NOMURA

[JAPANESE NOTE]

EMBASSY OF JAPAN
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY,

I have the honor to refer to the provisions of paragraph 3 (4) of the notes exchanged between us today concerning the king and tanner crab fisheries in the eastern Bering Sea and to inform Your Excellency that it is the intention of the Government of Japan to take appropriate measures to ensure that officials of the Government of the United States of America be allowed to board Japanese vessels engaged in fishing operations in the eastern Bering Sea for the purpose of observation of the conduct of enforcement of the provisions of the agreements, and that the observation be carried out effectively.

It is also the intention of the Government of Japan that appropriate measures be taken in case the said United States officials report to the Japanese authorities concerned any alleged violation by Japanese vessels of the provisions of the agreements.

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

NOBUHIKO USHIBA

His Excellency
WILLIAM P. ROGERS
Secretary of State

TIAS 7527

JAPAN

Fisheries: Certain Fisheries Off the United States Coast and Salmon Fisheries

Agreements effected by exchanges of notes
Signed at Washington December 20, 1972;
Entered into force December 20, 1972.
With Japanese note and agreed minutes.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY,

I have the honor to refer to the consultation between the representatives of the Government of Japan and the Government of the United States of America held in Washington, D.C. from November 7 to November 27, 1972, concerning certain fisheries off the coast of the United States of America and to confirm on behalf of my Government the following understandings which shall replace the previous agreement contained in the exchange of notes on December 11, 1970: [1]

1. The Government of Japan will take necessary measures to ensure that the nationals and vessels of Japan will not engage in fishing except such fishing as listed below in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured.

1) In the waters off the Bering Sea coast of the Aleutian Islands:

(a) between 165° and 166°45′ West Longitude, dragnet and longline fishing and loading from December 1 to May 31 inclusive;

(b) between 166°45′ and 169° West Longitude, dragnet and longline fishing and loading from February 16 to September 14 inclusive;

(c) between 169° and 172° West Longitude, dragnet and longline fishing and loading year-round;

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[1] TIAS 7020; 21 UST 2746.

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(d) between 172° and 176° West Longitude, dragnet and longline fishing and loading from April 1 to October 31 inclusive;
(e) west of 176° West Longitude, dragnet fishing from May 1 to December 31 inclusive and longline fishing and loading year-round.

2) In the waters off the Pacific coast of the Aleutian Islands:
(a) between 166° and 169° West Longitude, longline fishing and loading from February 16 to September 14 inclusive;
(b) between 169° and 172° West Longitude, dragnet and longline fishing and loading year-round;
(c) between 172° and 178°30′ West Longitude, dragnet fishing from July 1 to October 31 inclusive and longline fishing and loading from April 1 to October 31 inclusive;
(d) west of 178°30′ West Longitude, dragnet fishing from May 1 to December 31 inclusive and longline fishing and loading year-round.

3) Tuna fishing in all waters except off the mainland of the continental United States of America (including Alaska), Puerto Rico, the Virgin Islands, Panama Canal Zone, and Hawaii, Maui, Molokai, Oahu, Kauai, Lanai, and Niihau of the Hawaiian Islands.

2. In addition to the areas of fishing listed in paragraph 1, the areas for loading operations by nationals and vessels of Japan in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured shall be as follows:

1) Near Destruction Island, Washington, in the waters between 47°36′ North Latitude and 47°45′ North Latitude.
2) Near Forrester Island, Alaska, in the waters bounded on the north by 54°54′ North Latitude, on the east by 133°16′ West Longitude, and on the south by 54°44′ North Latitude.
3) On the east side of Kayak Island, Alaska, in the waters between 59°48′ and 59°56′ North Latitude west of 143°53′ West Longitude and on the west side of Kayak Island in the waters between 59°52′ and 60°07′ North Latitude east of 145° West Longitude.
4) North of Tonki Cape on Afognak Island, Alaska, in the waters bounded on the north by 58°35′ North Latitude, on the south by 58°25′ North Latitude, on the west by 152°02′ West Longitude and on the east by 151°52′ West Longitude.
5) On the west side of Sanak Island, Alaska, in the waters bounded on the north by 54°36′ North Latitude, on the south by 54°26′ North Latitude, on the west by 163°05′ West Longitude and on the east by 162°40′ West Longitude.
6) On the south side of Unalaska Island, Alaska, in the waters between 167°18′ West Longitude and 167°40′ West Longitude.
7) On the north side of Unalaska Island, Alaska, in the waters between 167°15′ West Longitude and 167°30′ West Longitude.

8) Off St. George Island of the Pribilof Islands, Alaska.
9) On the north side of St. Matthew Island, Alaska, in the Bering Sea in the waters between 172°29′ West Longitude and 172°46′ West Longitude, and on the south side of St. Matthew Island in the waters between 172°17′ West Longitude and 172°35′ West Longitude and in the waters between 172°54′ West Longitude and 173°04′ West Longitude.

3. Nothing in the present arrangements shall be deemed to prejudice the claims of either Government in regard to the jurisdiction of a coastal state over fisheries.

4. The present arrangements shall be effective as of January 1, 1973, and shall continue in effect until December 31, 1974, provided that in regard to the fishing as specified in paragraph 1 (1) (a), the present arrangements shall continue in effect until May 31, 1975. At the request of either Government, representatives of the two Governments will meet at a mutually convenient time to consider the desirability of modifications of these arrangements. The two Governments shall meet before December 31, 1974, to review the operation of the present arrangements and to decide on future arrangements.

I have further the honor to propose that this note and Your Excellency's reply confirming the above understandings on behalf of your Government shall be regarded as constituting an agreement between the two Governments.

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

NOBUHIKO USHIBA

His Excellency
WILLIAM P. ROGERS
Secretary of State

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY:

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

"I have the honor to refer to the consultation between the representatives of the Government of Japan and the Government of the United States of America held in Washington, D.C. from November 7 to November 27, 1972, concerning certain fisheries off the coast of the United States of America and to confirm on

behalf of my Government the following understandings which shall replace the previous agreement contained in the exchange of notes on December 11, 1970:

"1. The Government of Japan will take necessary measures to ensure that the nationals and vessels of Japan will not engage in fishing except such fishing as listed below in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured.

1) In the waters off the Bering Sea coast of the Aleutian Islands:
   (a) between 165° and 166°45′ West Longitude, dragnet and longline fishing and loading from December 1 to May 31 inclusive;
   (b) between 166°45′ and 169° West Longitude, dragnet and longline fishing and loading from February 16 to September 14 inclusive;
   (c) between 169° and 172° West Longitude, dragnet and longline fishing and loading year-round;
   (d) between 172° and 176° West Longitude, dragnet and longline fishing and loading from April 1 to October 31 inclusive;
   (e) west of 176° West Longitude, dragnet fishing from May 1 to December 31 inclusive and longline fishing and loading year-round.
2) In the waters off the Pacific coast of the Aleutian Islands:
   (a) between 166° and 169° West Longitude, longline fishing and loading from February 16 to September 14 inclusive;
   (b) between 169° and 172° West Longitude, dragnet and longline fishing and loading year-round;
   (c) between 172° and 178°30′ West Longitude, dragnet fishing from July 1 to October 31 inclusive and longline fishing and loading from April 1 to October 31 inclusive;
   (d) west of 178°30′ West Longitude, dragnet fishing from May 1 to December 31 inclusive and longline fishing and loading year-round.
3) Tuna fishing in all waters except off the mainland of the continental United States of America (including Alaska), Puerto Rico, the Virgin Islands, Panama Canal Zone, and Hawaii, Maui, Molokai, Oahu, Kauai, Lanai, and Niihau of the Hawaiian Islands.

"2. In addition to the areas of fishing listed in paragraph 1, the areas for loading operations by nationals and vessels of Japan in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles

from the baseline from which the United States territorial sea is measured shall be as follows:

1) Near Destruction Island, Washington, in the waters between 47°36′ North Latitude and 47°45′ North Latitude.
2) Near Forrester Island, Alaska, in the waters bounded on the north by 54°54′ North Latitude, on the east by 133°16′ West Longitude, and on the south by 54°44′ North Latitude.
3) On the east side of Kayak Island, Alaska, in the waters between 59°48′ and 59°56′ North Latitude west of 143°53′ West Longitude and on the west side of Kayak Island in the waters between 59°52′ and 60°07′ North Latitude east of 145° West Longitude.
4) North of Tonki Cape on Afognak Island, Alaska, in the waters bounded on the north by 58°35′ North Latitude, on the south by 58°25′ North Latitude, on the west by 152°02′ West Longitude and on the east by 151°52′ West Longitude.
5) On the west side of Sanak Island, Alaska, in the waters bounded on the north by 54°36′ North Latitude, on the south by 54°26′ North Latitude, on the west by 163°05′ West Longitude and on the east by 162°40′ West Longitude.
6) On the south side of Unalaska Island, Alaska, in the waters between 167°18′ West Longitude and 167°40′ West Longitude.
7) On the north side of Unalaska Island, Alaska, in the waters between 167°15′ West Longitude and 167°30′ West Longitude.
8) Off St. George Island of the Pribilof Islands, Alaska.
9) On the north side of St. Matthew Island, Alaska, in the Bering Sea in the waters between 172°29′ West Longitude and 172°46′ West Longitude, and on the south side of St. Matthew Island in the waters between 172°17′ West Longitude and 172°35′ West Longitude and in the waters between 172°54′ West Longitude and 173°04′ West Longitude.

"3. Nothing in the present arrangements shall be deemed to prejudice the claims of either Government in regard to the jurisdiction of a coastal state over fisheries.

"4. The present arrangements shall be effective as of January 1, 1973, and shall continue in effect until December 31, 1974, provided that in regard to the fishing as specified in paragraph 1 (1) (a), the present arrangements shall continue in effect until May 31, 1975. At the request of either Government, representatives of the two Governments will meet at a mutually convenient time to consider the desirability of modifications of these arrangements. The two Governments shall meet before December 31, 1974, to review the operation of the present arrangements and to decide on future arrangements.

"I have further the honor to propose that this note and Your Excellency's reply confirming the above understandings on behalf of your Government shall be regarded as constituting an agreement between the two Governments.

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

I have further the honor to confirm the above understandings on behalf of the Government of the United States of America and to agree that Your Excellency's note and this reply shall be regarded as constituting an agreement between the two Governments.

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

WILLIAM P ROGERS
Secretary of State of the United States of America

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY,

With reference to the notes exchanged today between Your Excellency and myself concerning certain fisheries off the coast of the United States of America, I have the honor to confirm, on behalf of the Government of Japan, the following understanding reached between the representatives of the two Governments concerning salmon fishing.

With regard to the salmon fishing carried out in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured west of the provisional lines specified in the International Convention for the High Seas Fisheries of the North Pacific Ocean, [1] each Government will pay due regard to the position maintained by the other with respect to the interpretation and implementation of the said Convention.

I have further the honor to propose that this note and Your Excellency's reply confirming the above understanding on behalf of the Government of the United States of America shall be regarded as constituting an agreement between the two Governments.

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[1] TIAS 2786, 5385; 4 UST 380; 14 UST 953.

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

NOBUHIKO USHIBA

His Excellency
WILLIAM P. ROGERS
Secretary of State

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

DECEMBER 20 1972

EXCELLENCY:

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

"With reference to the notes exchanged today between Your Excellency and myself concerning certain fisheries off the coast of the United States of America, I have the honor to confirm, on behalf of the Government of Japan, the following understanding reached between the representatives of the two Governments concerning salmon fishing.

"With regard to the salmon fishing carried out in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured west of the provisional lines specified in the International Convention for the High Seas Fisheries of the North Pacific Ocean, each Government will pay due regard to the position maintained by the other with respect to the interpretation and implementation of the said Convention.

"I have further the honor to propose that this note and Your Excellency's reply confirming the above understanding on behalf of the Government of the United States of America shall be regarded as constituting an agreement between the two Governments.

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

I have further the honor to confirm the above understanding on behalf of the Government of the United States of America and to agree that Your Excellency's note and this reply shall be regarded as constituting an agreement between the two Governments.

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

WILLIAM P ROGERS
Secretary of State of the United States of America

His Excellency
NOBUHIKO USHIBA,
Ambassador of Japan.

[JAPANESE NOTE]

EMBASSY OF JAPAN
WASHINGTON

DECEMBER 20, 1972

EXCELLENCY,

I have the honor to refer to the arrangements set forth in the notes exchanged today between us concerning certain fisheries off the coast of the United States of America and to inform Your Excellency of the following:

The Government of Japan will take necessary measures to ensure that, with a view to preventing conflict of fishing gear during periods of high concentration of such gear, nationals and vessels of Japan will not, during the duration of the above-mentioned arrangements, engage in the following fishing in the waters and during the periods specified below respectively:

1. Dragnet and longline fishing from August 15 to April 25 of the following year inclusive:

Off Kodiak Island seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured in the six areas bounded respectively by straight lines connecting in each of the following groups the coordinates in the order listed:

(i) North Latitude	West Longitude
57°15′	154°51′
56°57′	154°34′
56°21′	155°40′
56°26′	155°55′
57°15′	154°51′

(ii)

North Latitude	West Longitude
56°27′	154°06′
55°46′	155°27′
55°40′	155°17′
55°48′	155°00′
55°54′	154°55′
56°03′	154°36′
56°03′	153°45′
56°30′	153°45′
56°30′	153°49′
56°27′	154°06′

(iii)

North Latitude	West Longitude
56°30′	153°49′
56°30′	153°00′
56°44′	153°00′
56°57′	153°15′
56°45′	153°45′
56°30′	153°49′

(iv)

North Latitude	West Longitude
57°05′	152°52′
56°54′	152°52′
56°46′	152°37′
56°46′	152°20′
57°19′	152°20′
57°05′	152°52′

(v)

North Latitude	West Longitude
57°35′	152°03′
57°11′	151°14′
57°19′	150°57′
57°48′	152°00′
57°35′	152°03′

(vi)

North Latitude	West Longitude
58°00′	152°00′
58°00′	150°00′
58°12′	150°00′
58°19′	151°29′
58°00′	152°00′

2. Dragnet and longline fishing from September 15 to February 15 of the following year inclusive:

Off Unimak Island seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured in the area bounded by straight lines connecting the following coordinates in the order listed.

North Latitude	West Longitude
54°10′	163°04′
53°28′	166°00′
54°00′	166°00′
54°00′	165°00′
54°33′	164°00′
54°33′	163°04′
54°10′	163°04′

3. Dragnet fishing during the period from three and three-fourths days before the opening hour of the halibut fishing season to three and one-half days after such opening hour in the following areas. Information as to the opening dates of the halibut fishing season shall be provided no less than one month in advance to the Government of Japan by the Government of the United States of America:

(1) The area bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
59°28′	150°00′
59°28′	147°41′
58°30′	148°30′
58°42′	150°20′

(2) The area bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
58°05′	150°27′
58°05′	148°47′
57°40′	150°05′

(3) The area seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
56°24′	156°30′
56°18′	155°48′
55°31′	156°04′
55°30′	156°31′

4. Dragnet and longline fishing throughout the year in the waters off the coast of the State of Washington between 46°14′ North Latitude and 46°56′ North Latitude landward of the isobath of 110 meters.

5. Dragnet fishing during the period from March 28th 1500 hours to April 5th 0300 hours, or in the event the Government of Japan is informed by the Government of the United States of America no less than one month in advance of a change in the halibut fishing season, the period from three and three-fourths days before the opening hour to three and one-half days after the opening hour of such season in each of the following three areas respectively bounded by straight lines connecting the coordinates in the order listed:

North Latitude	West Longitude
(Polaris Grounds)	
55°04′	167°18′
54°44′	166°14′
54°30′	166°24′
54°34′	167°14′
54°50′	167°38′
(Misty Moon Grounds)	
56°18′	170°24′
56°20′	169°03′
56°12′	168°46′
55°56′	169°10′
55°56′	170°24′
(Corridor Grounds)	
58°32′	174°52′
58°40′	174°20′
57°02′	173°00′
56°52′	173°44′

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

NOBUHIKO USHIBA

His Excellency
WILLIAM P. ROGERS
Secretary of State

AGREED MINUTES

The representatives of the Government of the United States of America and the Government of Japan have agreed to record the

following in connection with the notes exchanged today between Secretary of State Rogers and Ambassador Ushiba concerning certain fisheries off the coast of the United States of America and salmon fishing, and the note of Ambassador Ushiba of today's date concerning dragnet and longline fishing in certain waters:

1. It is agreed that for the purposes of the arrangements set forth in the above-mentioned notes the term "the United States of America" does not include the Trust Territory of the Pacific Islands.

2. The Japanese representative stated that fishing effort by Japanese nationals and vessels in the waters which are contiguous to the territorial sea of the United States of America and extend to a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured (hereinafter referred to as "the Waters") would not exceed the level of 1966 and that, with respect to dragnet fishing in the Waters, there would be no marked change in the present method of operating the fishing gear.

3. It is recognized to be appropriate that, with respect to cases of gear conflict which may arise between the fisheries of the two countries, prompt consultation be held between the parties concerned as necessary in each case.

4. It is agreed that, with respect to areas of heavy concentration of fishing operations of both countries, each Government will take appropriate measures aimed at prevention of damage to fishing gear of the vessels of both countries, including measures for improvement of the means for marking fixed gear, measures to ensure that fixed gear is set with due regard for the operation of mobile gear and measures to ensure that vessels operating with mobile gear will operate with due regard for fixed gear.

5. It is recognized that it might not be possible to fully prevent parts of longlines used in the tuna fishery from unintentionally and accidentally drifting into that part of the Waters where the Japanese Government agrees to ensure that Japanese nationals and vessels will not engage in the tuna fishery. Such cases as described above, when verified by the circumstances, will not be regarded as infringements of the above-mentioned arrangements.

6. It is agreed that the respective Governments would take all possible measures to ensure that their nationals and vessels refrain from engaging in such harmful practices as would result in pollution of the seas and would have deleterious effects upon the health and well-being of the living resources thereof.

7. The Japanese representative stated that when fishing for tuna in areas adjacent to the United States coast Japanese tuna fishermen would not attempt to seek out concentrations of billfishes.

8. The Japanese representative stated that salmon fishing operations of nationals and vessels of Japan in the Waters would be conducted paying due regard to the conditions of the runs of salmon of Bristol Bay origin. The two Governments will hold consultations, if necessary, on the problem of fishing for salmon of Bristol Bay origin.

9. The Japanese representative took cognizance of the existing bilateral agreements between the United States and the Soviet Union [1] and Poland [2] with respect to certain species of fish in the Mid-Atlantic area on the high seas off the coast of the United States. The said representative stated that the target species of nationals and vessels of Japan operating in the area concerned consisted mainly of such species as butterfish, squid and argentine, species which are not covered by the said agreements, and that they would not harvest those particular species covered by the agreements to such an extent as to impair the obejctives of the said agreements.

10. The Japanese representative stated that Japanese nationals and vessels engaged in fishing operations off the United States Atlantic coast north of Cape Hatteras have not heretofore engaged and will not engage in the future in intentional catching of lobster, and that the incidental catch of lobster has been small and will remain so.

WASHINGTON, D.C., *December 20, 1972*

FOR THE UNITED STATES DELEGATION:

DONALD L. MCKERNAN

FOR THE JAPANESE DELEGATION:

YUTAKO NOMURA

[1] TIAS 7009, 7043; 21 UST 2664; 22 UST 113.
[2] TIAS 6890, 7264, 7397; 21 UST 1335; 22 UST 2190; *ante*, p. 1254.

JAPAN

Defense: Acquisition and Production of Additional F–4EJ Aircraft and Acquisition of RF–4E Aircraft

Agreement effected by exchange of notes Signed at Tokyo November 21, 1972; Entered into force November 21, 1972.

The American Ambassador to the Japanese Minister for Foreign Affairs

No. 739

TOKYO, *November 21, 1972.*

EXCELLENCY,

I have the honor to refer to the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954,[1] which provides, *inter alia*, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them. In pursuance of this provision, an agreement was reached between the Government of the United States of America and the Government of Japan on April 4, 1969,[2] concerning a program for the production and acquisition in Japan of up to one hundred and four (104) F–4EJ aircraft and related equipment and materials under the terms and provisions of the said Mutual Defense Assistance Agreement. The program is now under way.

The representatives of the Government of the United States of America and the Government of Japan have held discussions on an additional F–4EJ program, and on a program for the acquisition of the RF–4E aircraft and related equipment and materials. The following is the understanding by the Government of the United States of America of the results of the above-mentioned discussions:

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[1] TIAS 2957; 5 UST 661.
[2] TIAS 6664; 20 UST 545.

1. In accordance with the detailed arrangements to be concluded under paragraph 3, the Government of Japan will manufacture or acquire, up to twenty-four (24) F-4EJ aircraft and related equipment and materials in addition to the above-mentioned one hundred and four (104) aircraft, and acquire up to fourteen (14) RF-4E aircraft and related equipment and materials. The Government of the United States of America will authorize the production or sale of the F-4EJ aircraft system and related equipment and materials.

2. The production of the F-4EJ aircraft and related equipment and materials will be undertaken through the participation of the industries of the United States and Japan in accordance with the principle that the economic and technological requirements of the Government of Japan are to be satisfied. The above-mentioned programs will be supplemented by direct sale by the Government of the United States of America to the Government of Japan.

3. The present understanding will be implemented in accordance with the above-mentioned Mutual Defense Assistance Agreement and arrangements concluded thereunder, including the Agreement between the Government of the United States of America and the Government of Japan to Facilitate Interchange of Patent Rights and Technical Information for Purposes of Defense signed on March 22, 1956.[1] The detailed arrangements to implement the present understanding will be concluded between representatives of the competent authorities of the two Governments.

4. Financial obligations or expenditures incurred by the Government of Japan under the present understanding and all arrangements to be concluded hereunder will be subject to budget authorization pursuant to the constitutional provisions of Japan.

I have the honor to propose that, if the above understanding is acceptable to the Government of Japan, the present Note and Your Excellency's reply of acceptance shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of Your Excellency's reply.

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

ROBERT S. INGERSOLL

His Excellency
MASAYOSHI OHIRA,
Minister for Foreign Affairs,
Tokyo.

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[1] TIAS 3585; 7 UST 1021.

アメリカ合衆国特命全権大使
ロバート・S・インガソル閣下

日本国外務大臣

日本国の憲法上の規定に従つた予算の承認を得たところにより行なうものとする。

本使は、この了解が日本国政府により受諾される場合には、この書簡及び受諾する旨の閣下の返簡をその返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことを提案する光栄を有します。

本大臣は、日本国政府が前記の了解を受諾することを同政府に代わつて確認し、閣下の書簡及びこの返簡をこの返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことに同意する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十二年十一月二十一日に東京で

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2 F－四EJ航空機並びに関連する装備及び資材の生産は、日本国政府の経済上及び技術上の要件が満たされるべきであるとの原則に従い、合衆国及び日本国の企業が参加して実施される。合衆国政府は、日本国政府に直接販売を行なうことにより、前記の計画を補足する。

3 この了解は、前記の協定及びこれに基づく取極（千九百五十六年三月二十二日に署名された防衛目的のためにする特許権及び技術上の知識の交流を容易にするためのアメリカ合衆国政府と日本国政府との間の協定を含む。）に従つて実施され、その実施のための細目取極は、両政府の権限のある当局の代表者により締結される。

4 この了解及びこれに基づき締結されるすべての取極に基づく日本国政府の行なう財政上の債務の負担又は支出は、

アメリカ合衆国政府及び日本国政府の代表者は、F－四EJ航空機の追加計画並びにRF－四E航空機並びに関連する装備及び資材の取得に関する計画について討議を行ないました。この討議の結果による合衆国政府の了解は、次のとおりであります。

1　3の規定に基づき締結される細目取極に従い、日本国政府は、前記の百四機に加えてさらに二十四機を限度とするF－四EJ航空機並びに関連する装備及び資材を生産し又は取得し、並びに十四機を限度とするRF－四E航空機並びに関連する装備及び資材を取得する。合衆国政府は、F－四EJ航空機並びに関連する装備及び資材を生産し又は販売すること並びにRF－四E航空機並びに関連する装備及び資材を販売することを承認する。

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有します。

本使は、千九百五十四年三月八日に東京で署名されたアメリカ合衆国と日本国との間の相互防衛援助協定に言及する光栄を有します。同協定は、各政府が、他方の政府に対し、援助を供与する政府が承認することがある装備、資材、役務その他の援助を、両政府の間で行なうべき細目取極に従つて、使用に供するものとすることを特に規定しています。この規定に従つて、アメリカ合衆国政府と日本国政府の間で、一九六九年四月四日に、前記の相互防衛援助協定の条項に基づいて百四機を限度とするＦ－四Ｅ Ｊ航空機並びに関連する装備及び資材を日本国において生産し並びに取得する計画に関して合意が成立しました。この計画は、現在進行中であります。

Translation

TOKYO, *November 21, 1972*

EXCELLENCY,

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

[For the English language text, see p. 3794.]

I have the honor to confirm on behalf of my Government that the foregoing understanding is acceptable to the Government of Japan and to agree that your Note and this reply shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of this reply.

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

MASAYOSHI OHIRA
Minister for Foreign Affairs of Japan

His Excellency
ROBERT S. INGERSOLL,
Ambassador Extraordinary and Plenipotentiary of the United States of America.

ST. VINCENT

Investment Guaranties

Agreement effected by exchange of notes
Signed at Bridgetown and St. Vincent May 15 and June 14, 1972;
Entered into force June 14, 1972.

The American Ambassador and U.S. Special Representative to the West Indies Associated States to the St. Vincent Premier

MAY 15, 1972

SIR:

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

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of St. Vincent (the Host Government), the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in St. Vincent.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

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

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

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

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

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

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

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

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

EILEEN R DONOVAN

Eileen R. Donovan
American Ambassador
and U.S. Special Representative
to the West Indies Associated States

The Honorable JAMES F. MITCHELL
Premier of St. Vincent
Government Headquarters
Kingstown, St. Vincent

The St. Vincent Premier to the American Ambassador and U.S. Special Representative to the West Indies Associated States

OFFICE OF THE PREMIER
SAINT VINCENT
WEST INDIES

14th JUNE, 1972.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your note dated 15th May forwarding an Investment Guaranty Agreement, the text of which is reproduced in full and attached hereto for the purpose of establishing an Investment Guaranty Agreement between St. Vincent and the United States of America.

I am pleased to inform you that the Agreement has been approved in conformity with the Constitutional procedures of St. Vincent.

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

JAMES F. MITCHELL
Premier.

Her Excellency,
MISS EILEEN DONOVAN,
American Ambassador and
U.S. Special Representative to the
West Indies Associated States,
U.S. Embassy,
Barbados.

Enc. [1]

[1] Copy of the United States note, p. 3802.

REPUBLIC OF KOREA

Agricultural Commodities

Agreements amending the agreement of February 14, 1972, as amended.
Effected by exchange of notes
Signed at Seoul November 17, 1972;
Entered into force November 17, 1972.
And exchange of notes
Signed at Seoul November 24, 1972;
Entered into force November 24, 1972.
And exchange of notes
Signed at Seoul December 7, 1972;
Entered into force December 7, 1972.

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 551

SEOUL, *November 17, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended on May 19, 1972 and October 20, 1972, [1] and to propose that Part II. PARTICULAR PROVISIONS, Item I. Commodity Table, be amended as follows: on the line titled "Rice" delete under the Supply Period column "1972" and insert "1972 plus first three months of 1973".

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this note and your reply thereto con-

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[1] TIAS 7273, 7341, 7489; *ante*, pp. 70, 782, 3138.

stitute an agreement between our two Governments effective on the date of your note in reply.

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

PHILIP C HABIB

His Excellency
TAE, WAN-SON
Deputy Prime Minister and
Minister, Economic Planning Board
Seoul

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *November 17, 1972*

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended on May 19, 1972 and October 20, 1972, and to propose that Part II. PARTICULAR PROVISIONS, Item I. Commodity Table, be amended as follows: on the line titled "Rice" delete under the Supply Period column "1972" and insert "1972 plus first three months of 1973".

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

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

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

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

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

TAE, WAN-SON

Tae, Wan-Son
Deputy Prime Minister and
Minister, Economic Planning Board

His Excellency
PHILIP C. HABIB
Ambassador of the United States
Seoul

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 553

SEOUL, *November 24, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended, and to propose that Part II. PARTICULAR PROVISIONS, Item I. Commodity Table, be amended as follows: on the line titled "Cotton" delete under the Supply Period column "1972" and insert "1972 plus first three months of 1973".

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

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

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

PHILIP C HABIB

His Excellency
TAE, WAN-SON
Deputy Prime Minister and
Minister, Economic Planning Board
Seoul

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *November 24, 1972*

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended, and to propose that Part II. PARTICULAR PROVISIONS, Item I. Commodity Table, be amended as follows: on the line titled "Cotton" delete under the Supply Period column "1972" and insert "1972 plus first three months of 1973".

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

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

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

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

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

TAE, WAN-SON

Tae, Wan-Son
Deputy Prime Minister and Minister, Economic Planning Board

His Excellency
PHILIP C. HABIB
Ambassador of the United States
Seoul

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 555

SEOUL, *December 7, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended, and to propose that Part II. PARTICULAR PROVISIONS, be amended to increase the Wheat/Wheat Flour Maximum Export Market Value component of the Agreement as follows:

Item I. Commodity Table:

On the line titled "Wheat/Wheat Flour" delete "$81.4" and insert "$82.9". The total Maximum Export Market Value of the Agreement is amended by deleting "$200.7" and inserting "$202.2".

Item II. Payment Terms:

Paragraph 1, Initial Payment is amended to read as follows:

"1. Initial Payment - 5 percent of such amounts disbursed by the Government of the exporting country under this Agreement, but not to exceed 5 percent of $149.2 million."

Paragraph 2, Currency Use Payment is amended to provide for a Currency Use Payment of 25 percent of the value of this Agreement by substituting the following language for paragraph 2(B): "In addition, 25 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 25 percent of $52.2 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

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

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

PHILIP C HABIB

His Excellency
TAE, WAN-SON
Deputy Prime Minister and
Minister, Economic Planning Board
Seoul

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *December 7, 1972*

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended, and to propose that Part II. PARTICULAR PROVISIONS, be amended to increase the Wheat/Wheat Flour Maximum Export Market Value component of the Agreement as follows:

Item I. Commodity Table:

On the line titled "Wheat/Wheat Flour" delete "$81.4" and insert "$82.9". The total Maximum Export Market Value of the Agreement is amended by deleting "$200.7" and inserting "$202.2".

Item II. Payment Terms:

Paragraph 1, Initial Payment is amended to read as follows:

"1. Initial Payment – 5 percent of such amounts disbursed by the Government of the exporting country under this Agreement, but not to exceed 5 percent of $149.2 million."

Paragraph 2, Currency Use Payment is amended to provide for a Currency Use Payment of 25 percent of the value of this Agreement by substituting the following language for paragraph 2(B): "In

addition, 25 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 25 percent of $52.2 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

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

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

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

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

TAE, WAN-SON

Tae, Wan-Son
Deputy Prime Minister and
Minister, Economic Planning Board

His Excellency
PHILIP C. HABIB
Ambassador of the United States
Seoul

MULTILATERAL

International Telecommunications Satellite Organization (INTELSAT)

Agreement, with annexes, done at Washington August 20, 1971;
Entered into force February 12, 1973.
And operating agreement, with annex
Concluded by certain Governments and entities designated by Governments;
Done at Washington August 20, 1971;
Entered into force February 12, 1973.

AGREEMENT RELATING TO THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION "INTELSAT"

97-787 (Pt. 4) O - 73 - 25

PREAMBLE

The States Parties to this Agreement,

Considering the principle set forth in Resolution 1721 (XVI) of the General Assembly of the United Nations that communication by means of satellites should be available to the nations of the world as soon as practicable on a global and non-discriminatory basis,

Considering the relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies,[1] and in particular Article I, which states that outer space shall be used for the benefit and in the interests of all countries,

Noting that pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System and the related Special Agreement, a global commercial telecommunications satellite system has been established,

Desiring to continue the development of this telecommunications satellite system with the aim of achieving a single global commercial telecommunications satellite system as part of an improved global telecommunications network which will provide expanded telecommunications services to all areas of the world and which will contribute to world peace and understanding,

Determined, to this end, to provide, for the benefit of all mankind, through the most advanced technology available, the most efficient and economic facilities possible consistent with the best and most equitable use of the radio frequency spectrum and of orbital space,

[1] TIAS 6347; 18 UST 2410.

Believing that satellite telecommunications should be organized in such a way as to permit all peoples to have access to the global satellite system and those States members of the International Telecommunication Union so wishing to invest in the system with consequent participation in the design, development, construction, including the provision of equipment, establishment, operation, maintenance and ownership of the system,

Pursuant to the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System,[1]

Agree as follows:

ARTICLE I

(Definitions)

For the purposes of this Agreement:

(a) "Agreement" means the present agreement, including its Annexes but excluding all titles of Articles, opened for signature by Governments at Washington on August 20, 1971, by which the international telecommunications satellite organization "INTELSAT" is established;

(b) "Operating Agreement" means the agreement, including its Annex but excluding all titles of Articles, opened for signature at Washington on August 20, 1971, by Governments or telecommunications entities designated by Governments in accordance with the provisions of this Agreement;

(c) "Interim Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System signed by Governments at Washington on August 20, 1964;

(d) "Special Agreement" means the agreement signed on August 20, 1964, by Governments or telecommunications entities designated by Governments, pursuant to the provisions of the Interim Agreement;

[1] TIAS 5646; 15 UST 1705.

(e) "Interim Communications Satellite Committee" means the Committee established by Article IV of the Interim Agreement;

(f) "Party" means a State for which the Agreement has entered into force or been provisionally applied;

(g) "Signatory" means a Party, or the telecommunications entity designated by a Party, which has signed the Operating Agreement and for which it has entered into force or been provisionally applied;

(h) "Space segment" means the telecommunications satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of these satellites;

(i) "INTELSAT space segment" means the space segment owned by INTELSAT;

(j) "Telecommunications" means any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature, by wire, radio, optical or other electromagnetic systems;

(k) "Public telecommunications services" means fixed or mobile telecommunications services which can be provided by satellite and which are available for use by the public, such as telephony, telegraphy, telex, facsimile, data transmission, transmission of radio and television programs between approved earth stations having access to the INTELSAT space segment for further transmission to the public, and leased circuits for any of these purposes; but excluding those mobile services of a type not provided under the Interim Agreement and the Special Agreement prior to the opening for signature of this Agreement, which are provided through mobile stations

operating directly to a satellite which is designed, in whole or in part, to provide services relating to the safety or flight control of aircraft or to aviation or maritime radio navigation;

(l) "Specialized telecommunications services" means telecommunications services which can be provided by satellite, other than those defined in paragraph (k) of this Article, including, but not limited to, radio navigation services, broadcasting satellite services for reception by the general public, space research services, meteorological services, and earth resources services;

(m) "Property" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights; and

(n) "Design" and "development" include research directly related to the purposes of INTELSAT.

ARTICLE II

(Establishment of INTELSAT)

(a) With full regard for the principles set forth in the Preamble to this Agreement, the Parties hereby establish the international telecommunications satellite organization "INTELSAT", the main purpose of which is to continue and carry forward on a definitive basis the design, development, construction, establishment, operation and maintenance of the space segment of the global commercial telecommunications satellite system as established under the provisions of the Interim Agreement and the Special Agreement.

(b) Each State Party shall sign, or shall designate a telecommunications entity, public or private, to sign, the Operating Agreement which shall be concluded in conformity with the provisions of this Agreement and which shall be opened for signature at the same time as this Agreement. Relations between any telecommunications entity, acting as Signatory, and the Party which has designated it shall be governed by applicable domestic law.

(c) Telecommunications administrations and entities may, subject to applicable domestic law, negotiate and enter directly into appropriate traffic agreements with respect to their use of channels of telecommunications provided pursuant to this Agreement and the Operating Agreement, as well as services to be furnished to the public, facilities, divisions of revenue and related business arrangements.

ARTICLE III

(Scope of INTELSAT Activities)

(a) In continuing and carrying forward on a definitive basis activities concerning the space segment of the global commercial telecommunications satellite system referred to in paragraph (a) of Article II of this Agreement, INTELSAT shall have as its prime objective the provision, on a commercial basis, of the space segment required for international public telecommunications services of high quality and reliability to be available on a non-discriminatory basis to all areas of the world.

(b) The following shall be considered on the same basis as international public telecommunications services:

(i) domestic public telecommunications services between areas separated by areas not under the jurisdiction of the State concerned, or between areas separated by the high seas; and

(ii) domestic public telecommunications services between areas which are not linked by any terrestrial wideband facilities and which are separated by natural barriers of such an exceptional nature that they impede the viable establishment of terrestrial wideband facilities between such areas, provided that the Meeting of Signatories, having regard to advice tendered by the Board of Governors, has given the appropriate approval in advance.

(c) The INTELSAT space segment established to meet the prime objective shall also be made available for other domestic public telecommunications services on a non-discriminatory basis to the extent that the ability of INTELSAT to achieve its prime objective is not impaired.

(d) The INTELSAT space segment may also, on request and under appropriate terms and conditions, be utilized for the purpose of specialized telecommunications services, either international or domestic, other than for military purposes, provided that:

(i) the provision of public telecommunications services is not unfavorably affected thereby; and

(ii) the arrangements are otherwise acceptable from a technical and economic point of view.

(e) INTELSAT may, on request and under appropriate terms and conditions, provide satellites or associated facilities separate from the INTELSAT space segment for:

(i) domestic public telecommunications services in territories under the jurisdiction of one or more Parties;

(ii) international public telecommunications services between or among territories under the jurisdiction of two or more Parties;

(iii) specialized telecommunications services, other than for military purposes;

provided that the efficient and economic operation of the INTELSAT space segment is not unfavorably affected in any way.

(f) The utilization of the INTELSAT space segment for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment pursuant to paragraph (e) of this Article, shall be covered by contracts entered into between INTELSAT and the applicants concerned. The utilization of INTELSAT space segment facilities for specialized telecommunications services pursuant to paragraph (d) of this Article, and the provision of satellites or associated facilities separate from the INTELSAT space segment for specialized telecommunications services pursuant to subparagraph (e) (iii) of this Article, shall be in accordance with appropriate authorizations, at the planning stage, of the Assembly of Parties pursuant to subparagraph (c) (iv) of Article VII of this Agreement. Where the utilization of INTELSAT space segment facilities for specialized telecommunications services would involve additional costs which result from required modifications to existing or planned INTELSAT space segment facilities, or where the provision of satellites or associated facilities separate from the INTELSAT space segment is sought for specialized telecommunications services as provided for in subparagraph (e) (iii) of this Article, authorization pursuant to subparagraph (c) (iv) of Article VII of this Agreement shall be sought from the Assembly of Parties as soon as the Board of Governors is in a position to advise the Assembly of Parties in detail regarding the estimated cost of the proposal, the benefits to be derived, the technical or other problems involved and the probable effects on present or foreseeable INTELSAT services. Such authorization shall be obtained before the procurement process for the facility or facilities involved is initiated.

Before making such authorizations, the Assembly of Parties, in appropriate cases, shall consult or ensure that there has been consultation by INTELSAT with Specialized Agencies of the United Nations directly concerned with the provision of the specialized telecommunications services in question.

ARTICLE IV

(Juridical Personality)

(a) INTELSAT shall possess juridical personality. It shall enjoy the full capacity necessary for the exercise of its functions and the achievement of its purposes, including the capacity to:

(i) conclude agreements with States or international organizations;

(ii) contract;

(iii) acquire and dispose of property; and

(iv) be a party to legal proceedings.

(b) Each Party shall take such action as is necessary within its jurisdiction for the purpose of making effective in terms of its own law the provisions of this Article.

ARTICLE V

(Financial Principles)

(a) INTELSAT shall be the owner of the INTELSAT space segment and of all other property acquired by INTELSAT. The financial interest in INTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share to the valuation effected pursuant to Article 7 of the Operating Agreement.

(b) Each Signatory shall have an investment share corresponding to its percentage of all utilization of the INTELSAT space segment by all Signatories as determined in accordance with the provisions of the Operating Agreement. However, no Signatory, even if its utilization of the INTELSAT space segment is nil, shall have an investment share less than the minimum established in the Operating Agreement.

(c) Each Signatory shall contribute to the capital requirements of INTELSAT, and shall receive capital repayment and compensation for use of capital in accordance with the provisions of the Operating Agreement.

(d) All users of the INTELSAT space segment shall pay utilization charges determined in accordance with the provisions of this Agreement and the Operating Agreement. The rates of space segment utilization charge for each type of utilization shall be the same for all applicants for space segment capacity for that type of utilization.

(e) The separate satellites and associated facilities referred to in paragraph (e) of Article III of this Agreement may be financed and owned by INTELSAT as part of the INTELSAT space segment upon the unanimous approval of all the Signatories. If such approval is withheld, they shall be separate from the INTELSAT space segment and shall be financed and owned by those requesting them. In this case the financial terms and conditions set by INTELSAT shall be such as to cover fully the costs directly resulting from the design, development, construction and provision of such separate satellites and associated facilities as well as an adequate part of the general and administrative costs of INTELSAT.

ARTICLE VI

(Structure of INTELSAT)

(a) INTELSAT shall have the following organs:

(i) the Assembly of Parties;

(ii) the Meeting of Signatories;

(iii) the Board of Governors; and

(iv) an executive organ, responsible to the Board of Governors.

(b) Except to the extent that this Agreement or the Operating Agreement specifically provides otherwise, no organ shall make determinations or otherwise act in such a way as to alter, nullify, delay or in any other manner interfere with the exercise of a power or the discharge of a responsibility or a function attributed to another organ by this Agreement or the Operating Agreement.

(c) Subject to paragraph (b) of this Article, the Assembly of Parties, the Meeting of Signatories and the Board of Governors shall each take note of and give due and proper consideration to any resolution, recommendation or view made or expressed by another of these organs acting in the exercise of the responsibilities and functions attributed to it by this Agreement or the Operating Agreement.

ARTICLE VII

(Assembly of Parties)

(a) The Assembly of Parties shall be composed of all the Parties and shall be the principal organ of INTELSAT.

(b) The Assembly of Parties shall give consideration to those aspects of INTELSAT which are primarily of interest to the Parties as sovereign

States. It shall have the power to give consideration to general policy and long-term objectives of INTELSAT consistent with the principles, purposes and scope of activities of INTELSAT, as provided for in this Agreement. In accordance with paragraphs (b) and (c) of Article VI of this Agreement, the Assembly of Parties shall give due and proper consideration to resolutions, recommendations and views addressed to it by the Meeting of Signatories or the Board of Governors.

(c) The Assembly of Parties shall have the following functions and powers:

(i) in the exercise of its power of considering general policy and long-term objectives of INTELSAT, to formulate its views or make recommendations, as it may deem appropriate, to the other organs of INTELSAT;

(ii) to determine that measures should be taken to prevent the activities of INTELSAT from conflicting with any general multilateral convention which is consistent with this Agreement and which is adhered to by at least two-thirds of the Parties;

(iii) to consider and take decisions on proposals for amending this Agreement in accordance with Article XVII of this Agreement and to propose, express its views and make recommendations on amendments to the Operating Agreement;

(iv) to authorize, through general rules or by specific determinations, the utilization of the INTELSAT space segment and the provision of satellites and associated facilities separate from the INTELSAT space segment for specialized telecommunications services within the scope of activities referred to in paragraph (d) and subparagraph (e) (iii) of Article III of this Agreement;

(v) to review, in order to ensure the application of the principle of non-discrimination, the general rules established pursuant to subparagraph (b) (v) of Article VIII of this Agreement;

(vi) to consider and express its views on the reports presented by the Meeting of Signatories and the Board of Governors concerning the implementation of general policies, the activities and the long-term program of INTELSAT;

(vii) to express, pursuant to Article XIV of this Agreement, its findings in the form of recommendations, with respect to the intended establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities;

(viii) to take decisions, pursuant to subparagraph (b) (i) of Article XVI of this Agreement, in connection with the withdrawal of a Party from INTELSAT;

(ix) to decide upon questions concerning formal relationships between INTELSAT and States, whether Parties or not, or international organizations;

(x) to consider complaints submitted to it by Parties;

(xi) to select the legal experts referred to in Article 3 of Annex C to this Agreement;

(xii) to act upon the appointment of the Director General in accordance with Articles XI and XII of this Agreement;

(xiii) pursuant to Article XII of this Agreement, to adopt the organizational structure of the executive organ; and

(xiv) to exercise any other powers coming within the purview of the Assembly of Parties according to the provisions of this Agreement.

(d) The first ordinary meeting of the Assembly of Parties shall be convened by the Secretary General within one year following the date on which this Agreement enters into force. Ordinary meetings shall thereafter be scheduled to be held every two years. The Assembly of Parties, however, may decide otherwise from meeting to meeting.

(e) (i) In addition to the ordinary meetings provided for in paragraph (d) of this Article, the Assembly of Parties may meet in extraordinary meetings, which may be convened either upon request of the Board of Governors acting pursuant to the provisions of Article XIV or XVI of this Agreement, or upon the request of one or more Parties which receives the support of at least one-third of the Parties including the requesting Party or Parties.

(ii) Requests for extraordinary meetings shall state the purpose of the meeting and shall be addressed in writing to the Secretary General or the Director General, who shall arrange for the meeting to be held as soon as possible and in accordance with the rules of procedure of the Assembly of Parties for convening such meetings.

(f) A quorum for any meeting of the Assembly of Parties shall consist of representatives of a majority of the Parties. Each Party shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Parties whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Parties whose representatives are present and voting. Disputes whether a specific matter is procedural or substantive shall be decided by a vote cast by a simple majority of the Parties whose representatives are present and voting.

(g) The Assembly of Parties shall adopt its own rules of procedure, which shall include provision for the election of a Chairman and other officers.

(h) Each Party shall meet its own costs of representation at a meeting of the Assembly of Parties. Expenses of meetings of the Assembly of Parties shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

ARTICLE VIII

(Meeting of Signatories)

(a) The Meeting of Signatories shall be composed of all the Signatories. In accordance with paragraphs (b) and (c) of Article VI of this Agreement, the Meeting of Signatories shall give due and proper consideration to resolutions, recommendations and views addressed to it by the Assembly of Parties or the Board of Governors.

(b) The Meeting of Signatories shall have the following functions and powers:

(i) to consider and express its views to the Board of Governors on the annual report and annual financial statements submitted to it by the Board of Governors;

(ii) to express its views and make recommendations on proposed amendments to this Agreement pursuant to Article XVII of this Agreement and to consider and take decisions, in accordance with Article 22 of the Operating Agreement and taking into account any views and recommendations received from the Assembly of Parties or the Board of Governors, on proposed amendments to the Operating Agreement which are consistent with this Agreement;

(iii) to consider and express its views regarding reports on future programs, including the estimated financial implications of such programs, submitted by the Board of Governors;

(iv) to consider and decide on any recommendation made by the Board of Governors concerning an increase in the ceiling provided for in Article 5 of the Operating Agreement;

(v) to establish general rules, upon the recommendation of and for the guidance of the Board of Governors, concerning:

(A) the approval of earth stations for access to the INTELSAT space segment,

(B) the allotment of INTELSAT space segment capacity, and

(C) the establishment and adjustment of the rates of charge for utilization of the INTELSAT space segment on a non-discriminatory basis;

(vi) to take decisions pursuant to Article XVI of this Agreement in connection with the withdrawal of a Signatory from INTELSAT;

(vii) to consider and express its views on complaints submitted to it by Signatories directly or through the Board of Governors or submitted to it through the Board of Governors by users of the INTELSAT space segment who are not Signatories;

(viii) to prepare and present to the Assembly of Parties, and to the Parties, reports concerning the implementation of general policies, the activities and the long-term program of INTELSAT;

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(ix) to take decisions concerning the approval referred to in subparagraph (b)(ii) of Article III of this Agreement;

(x) to consider and express its views on the report on permanent management arrangements submitted by the Board of Governors to the Assembly of Parties pursuant to paragraph (g) of Article XII of this Agreement;

(xi) to make annual determinations for the purpose of representation on the Board of Governors in accordance with Article IX of this Agreement; and

(xii) to exercise any other powers coming within the purview of the Meeting of Signatories according to the provisions of this Agreement or the Operating Agreement.

(c) The first ordinary meeting of the Meeting of Signatories shall be convened by the Secretary General at the request of the Board of Governors within nine months after the entry into force of this Agreement. Thereafter an ordinary meeting shall be held in every calendar year.

(d) (i) In addition to the ordinary meetings provided for in paragraph (c) of this Article, the Meeting of Signatories may hold extraordinary meetings, which may be convened either upon the request of the Board of Governors or upon the request of one or more Signatories which receives the support of at least one-third of the Signatories including the requesting Signatory or Signatories.

(ii) Requests for extraordinary meetings shall state the purpose for which the meeting is required and shall be addressed in writing to the Secretary General or the Director General, who shall arrange for the meeting to be held as soon as

possible and in accordance with the rules of procedure of the Meeting of Signatories for convening such meetings. The agenda for an extraordinary meeting shall be restricted to the purpose or purposes for which the meeting was convened.

(e) A quorum for any meeting of the Meeting of Signatories shall consist of representatives of a majority of the Signatories. Each Signatory shall have one vote. Decisions on matters of substance shall be taken by an affirmative vote cast by at least two-thirds of the Signatories whose representatives are present and voting. Decisions on procedural matters shall be taken by an affirmative vote cast by a simple majority of the Signatories whose representatives are present and voting. Disputes whether a specific matter is procedural or substantive shall be decided by a vote cast by a simple majority of the Signatories whose representatives are present and voting.

(f) The Meeting of Signatories shall adopt its own rules of procedure, which shall include provision for the election of a Chairman and other officers.

(g) Each Signatory shall meet its own costs of representation at meetings of the Meeting of Signatories. Expenses of meetings of the Meeting of Signatories shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

ARTICLE IX

(Board of Governors: Composition and Voting)

(a) The Board of Governors shall be composed of:

(i) one Governor representing each Signatory whose investment share is not less than the minimum investment share as determined in accordance with paragraph (b) of this Article;

(ii) one Governor representing each group of any two or more Signatories not represented pursuant to subparagraph (i) of this paragraph whose combined investment share is not less than the minimum investment share as determined in accordance with paragraph (b) of this Article and which have agreed to be so represented;

(iii) one Governor representing any group of at least five Signatories not represented pursuant to subparagraph (i) or (ii) of this paragraph from any one of the regions defined by the Plenipotentiary Conference of the International Telecommunication Union, held at Montreux in 1965, regardless of the total investment shares held by the Signatories comprising the group. However, the number of Governors under this category shall not exceed two for any region defined by the Union or five for all such regions.

(b) (i) During the period between the entry into force of this Agreement and the first meeting of the Meeting of Signatories, the minimum investment share that will entitle a Signatory or group of Signatories to be represented on the Board of Governors shall be equal to the investment share of the Signatory holding position thirteen in the list of the descending order of size of initial investment shares of all the Signatories.

(ii) Subsequent to the period mentioned in subparagraph (i) of this paragraph, the Meeting of Signatories shall determine annually the minimum investment share that will entitle a Signatory or group of Signatories to be represented on the Board of Governors. For this purpose, the Meeting of Signatories shall be guided by the desirability of the number of Governors being approximately twenty, excluding any selected pursuant to subparagraph (a) (iii) of this Article.

(iii) For the purpose of making the determinations referred to in subparagraph (ii) of this paragraph, the Meeting of Signatories shall fix a minimum investment share according to the following provisions:

(A) if the Board of Governors, at the time the determination is made, is composed of twenty, twenty-one or twenty-two Governors, the Meeting of Signatories shall fix a minimum investment share equal to the investment share of the Signatory which, in the list in effect at that time, holds the same position

held in the list in effect when the previous determination was made, by the Signatory selected on that occasion,

(B) if the Board of Governors, at the time the determination is made, is composed of more than twenty-two Governors, the Meeting of Signatories shall fix a minimum investment share equal to the investment share of a Signatory which, in the list in effect at that time, holds a position above the one held in the list in effect when the previous determination was made, by the Signatory selected on that occasion,

(C) if the Board of Governors, at the time the determination is made, is composed of less than twenty Governors, the Meeting of Signatories shall fix a minimum investment share equal to the investment share of a Signatory which, in the list in effect at that time, holds a position below the one held in the list in effect when the previous determination was made, by the Signatory selected on that occasion.

(iv) If, by applying the ranking method set forth in subparagraph (iii) (B) of this paragraph, the number of Governors would be less than twenty, or, by applying that set forth in subparagraph (iii) (C) of this paragraph, would be more than twenty-two, the Meeting of Signatories shall determine a minimum investment share that will better ensure that there will be twenty Governors.

(v) For the purpose of the provisions of subparagraphs (iii) and (iv) of this paragraph, the Governors selected in accordance with subparagraph (a) (iii) of this Article shall not be taken into consideration.

(vi) For the purpose of the provisions of this paragraph, investment shares determined pursuant to subparagraph (c) (ii) of Article 6 of the Operating Agreement shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(c) Whenever a Signatory or group of Signatories fulfills the requirements for representation pursuant to subparagraph (a) (i), (ii) or (iii) of this Article, it shall be entitled to be represented on the Board of Governors. In the case of any group of Signatories referred to in subparagraph (a) (iii) of this Article, such entitlement shall become effective upon receipt by the executive organ of a written request from such group, provided, however, that the number of such groups represented on the Board of Governors has not, at the time of receipt of any such written request, reached the applicable limitations prescribed in subparagraph (a) (iii) of this Article. If at the time of receipt of any such written request representation on the Board of Governors pursuant to subparagraph (a) (iii) of this Article has reached the applicable limitations prescribed therein, the group of Signatories may submit its request to the next ordinary meeting of the Meeting of Signatories for a determination pursuant to paragraph (d) of this Article.

(d) Upon the request of any group or groups of Signatories referred to in subparagraph (a) (iii) of this Article, the Meeting of Signatories shall annually determine which of these groups shall be or continue to be

represented on the Board of Governors. For this purpose, if such groups exceed two for any one region defined by the International Telecommunication Union, or five for all such regions, the Meeting of Signatories shall first select the group which has the highest combined investment share from each such region from which there has been submitted a written request pursuant to paragraph (c) of this Article. If the number of groups so selected is less than five, the remaining groups which are to be represented shall be selected in decreasing order of the combined investment shares of each group, without exceeding the applicable limitations prescribed in subparagraph (a) (iii) of this Article.

(e) In order to ensure continuity within the Board of Governors, every Signatory or group of Signatories represented pursuant to subparagraph (a) (i), (ii) or (iii) of this Article shall remain represented, either individually or as part of such group, until the next determination made in accordance with paragraph (b) or (d) of this Article, regardless of the changes that may occur in its or their investment shares as the result of any adjustment of investment shares. However, representation as part of a group constituted pursuant to subparagraph (a) (ii) or (iii) of this Article shall cease if the withdrawal from the group of one or more Signatories would make the group ineligible to be represented on the Board of Governors pursuant to this Article.

(f) Subject to the provisions of paragraph (g) of this Article, each Governor shall have a voting participation equal to that part of the investment share of the Signatory, or group of Signatories, he represents, which is derived from the utilization of the INTELSAT space segment for services of the following types:

(i) international public telecommunications services;

(ii) domestic public telecommunications services between areas separated by areas not under the jurisdiction of the State concerned, or between areas separated by the high seas; and

(iii) domestic public telecommunications services between areas which are not linked by any terrestrial wide-band facilities and which are separated by natural barriers of such an exceptional nature that they impede the viable establishment of terrestrial wide-band facilities between such areas, provided that the Meeting of Signatories has given in advance the appropriate approval required by subparagraph (b) (ii) of Article III of this Agreement.

(g) For the purposes of paragraph (f) of this Article, the following arrangements shall apply:

(i) in the case of a Signatory which is granted a lesser investment share in accordance with the provisions of paragraph (d) of Article 6 of the Operating Agreement, the reduction shall apply proportionately to all types of its utilization;

(ii) in the case of a Signatory which is granted a greater investment share in accordance with the provisions of paragraph (d) of Article 6 of the Operating Agreement, the increase shall apply proportionately to all types of its utilization;

(iii) in the case of a Signatory which has an investment share of 0.05 per cent in accordance with the provisions of paragraph (h) of Article 6 of the Operating Agreement and

which forms part of a group for the purpose of representation in the Board of Governors pursuant to the provisions of subparagraph (a) (ii) or (a) (iii) of this Article, its investment share shall be regarded as being derived from utilization of the INTELSAT space segment for services of the types listed in paragraph (f) of this Article; and

(iv) no Governor may cast more than forty per cent of the total voting participation of all Signatories and groups of Signatories represented on the Board of Governors. To the extent that the voting participation of any Governor exceeds forty per cent of such total voting participation, the excess shall be distributed equally to the other Governors on the Board of Governors.

(h) For the purposes of composition of the Board of Governors and calculation of the voting participation of Governors, the investment shares determined pursuant to subparagraph (c) (ii) of Article 6 of the Operating Agreement shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(i) A quorum for any meeting of the Board of Governors shall consist of either a majority of the Board of Governors, which majority shall have at least two-thirds of the total voting participation of all Signatories and groups of Signatories represented on the Board of Governors, or else the total number constituting the Board of Governors minus three, regardless of the amount of voting participation they represent.

(j) The Board of Governors shall endeavor to take decisions unanimously. However, if it fails to reach unanimous agreement, it shall take decisions:

(i) on all substantive questions, either by an affirmative vote cast by at least four Governors having at least two-thirds of the total voting participation of all Signatories and groups of Signatories represented on the Board of Governors taking into account the distribution of the excess referred to in subparagraph (g) (iv) of this Article, or else by an affirmative vote cast by at least the total number constituting the Board of Governors minus three, regardless of the amount of voting participation they represent;

(ii) on all procedural questions, by an affirmative vote representing a simple majority of Governors present and voting, each having one vote.

(k) Disputes whether a specific question is procedural or substantive shall be decided by the Chairman of the Board of Governors. The decision of the Chairman may be overruled by a two-thirds majority of the Governors present and voting, each having one vote.

(l) The Board of Governors, if it deems appropriate, may create advisory committees to assist it in the performance of its responsibilities.

(m) The Board of Governors shall adopt its own rules of procedure, which shall include the method of election of a Chairman and such other officers as may be required. Notwithstanding the provisions of paragraph (j) of this Article, such rules may provide for any method of voting in the election of officers which the Board of Governors deems appropriate.

(n) The first meeting of the Board of Governors shall be convened in accordance with paragraph 2 of the Annex to the Operating Agreement. The Board of Governors shall meet as often as is necessary but at least four times a year.

ARTICLE X

(Board of Governors: Functions)

(a) The Board of Governors shall have the responsibility for the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment and, pursuant to this Agreement, the Operating Agreement and such determinations that in this respect may have been made by the Assembly of Parties pursuant to Article VII of this Agreement, for carrying out any other activities which are undertaken by INTELSAT. To discharge the foregoing responsibilities, the Board of Governors shall have the powers and shall exercise the functions coming within its purview according to the provisions of this Agreement and the Operating Agreement, including:

(i) adoption of policies, plans and programs in connection with the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment and, as appropriate, in connection with any other activities which INTELSAT is authorized to undertake;

(ii) adoption of procurement procedures, regulations, terms and conditions, consistent with Article XIII of this Agreement, and approval of procurement contracts;

(iii) adoption of financial policies and annual financial statements, and approval of budgets;

(iv) adoption of policies and procedures for the acquisition, protection and distribution of rights in inventions and technical information, consistent with Article 17 of the Operating Agreement;

(v) formulation of recommendations to the Meeting of Signatories in relation to the establishment of the general rules referred to in subparagraph (b) (v) of Article VIII of this Agreement;

(vi) adoption of criteria and procedures, in accordance with such general rules as may have been established by the Meeting of Signatories, for approval of earth stations for access to the INTELSAT space segment, for verification and monitoring of performance characteristics of earth stations having access, and for coordination of earth station access to and utilization of the INTELSAT space segment;

(vii) adoption of terms and conditions governing the allotment of INTELSAT space segment capacity, in accordance with such general rules as may have been established by the Meeting of Signatories;

(viii) periodic establishment of the rates of charge for utilization of the INTELSAT space segment, in accordance with such general rules as may have been established by the Meeting of Signatories;

(ix) action as may be appropriate, in accordance with the provisions of Article 5 of the Operating Agreement, with respect to an increase in the ceiling provided for in that Article;

(x) direction of the negotiation with the Party in whose territory the headquarters of INTELSAT is situated, and submission to the Assembly of Parties for decision thereon, of the Headquarters Agreement covering privileges, exemptions and immunities, referred to in paragraph (c) of Article XV of this Agreement;

(xi) approval of non-standard earth stations for access to the INTELSAT space segment in accordance with the general rules which may have been established by the Meeting of Signatories;

(xii) establishment of terms and conditions for access to the INTELSAT space segment by telecommunications entities which are not under the jurisdiction of a Party, in accordance with the general rules established by the Meeting of Signatories pursuant to subparagraph (b) (v) of Article VIII of this Agreement and consistent with the provisions of paragraph (d) of Article V of this Agreement;

(xiii) decisions on the making of arrangements for overdrafts and the raising of loans in accordance with Article 10 of the Operating Agreement;

(xiv) submission to the Meeting of Signatories of an annual report on the activities of INTELSAT and of annual financial statements;

(xv) submission to the Meeting of Signatories of reports on future programs including the estimated financial implications of such programs;

(xvi) submission to the Meeting of Signatories of reports and recommendations on any other matter which the Board of Governors deems appropriate for consideration by the Meeting of Signatories;

(xvii) provision of such information as may be required by any Party or Signatory to enable that Party or Signatory to discharge its obligations under this Agreement or the Operating Agreement;

(xviii) appointment and removal from office of the Secretary General pursuant to Article XII, and of the Director General pursuant to Articles VII, XI and XII, of this Agreement;

(xix) designation of a senior officer of the executive organ to serve as Acting Secretary General pursuant to subparagraph (d) (i) of Article XII and designation of a senior officer of the executive organ to serve as Acting Director General pursuant to subparagraph (d) (i) of Article XI of this Agreement;

(xx) determination of the number, status and terms and conditions of employment of all posts on the executive organ upon the recommendation of the Secretary General or the Director General;

(xxi) approval of the appointment by the Secretary General or the Director General of senior officers reporting directly to him;

(xxii) arrangement of contracts in accordance with subparagraph (c) (ii) of Article XI of this Agreement;

(xxiii) establishment of general internal rules, and adoption of decisions in each instance, concerning notification to the International Telecommunication Union in accordance with its rules of procedure of the frequencies to be used for the INTELSAT space segment;

(xxiv) tendering to the Meeting of Signatories the advice referred to in subparagraph (b) (ii) of Article III of this Agreement;

(xxv) expression, pursuant to paragraph (c) of Article XIV of this Agreement, of its findings in the form of recommendations, and the tendering of advice to the Assembly of Parties, pursuant to paragraph (d) or (e) of Article XIV of this Agreement, with respect to the intended establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities;

(xxvi) action in accordance with Article XVI of this Agreement and Article 21 of the Operating Agreement in connection with the withdrawal of a Signatory from INTELSAT; and

(xxvii) expression of its views and recommendations on proposed amendments to this Agreement pursuant to paragraph (b) of Article XVII of this Agreement, the proposal of amendments to the Operating Agreement pursuant to paragraph (a) of Article 22 of the Operating Agreement, and the expression of its views and recommendations on proposed amendments to the Operating Agreement pursuant to paragraph (b) of Article 22 of the Operating Agreement.

(b) In accordance with the provisions of paragraphs (b) and (c) of Article VI of this Agreement, the Board of Governors shall:

(i) give due and proper consideration to resolutions, recommendations and views addressed to it by the Assembly of Parties or the Meeting of Signatories; and

(ii) include in its reports to the Assembly of Parties and to the Meeting of Signatories information on actions or decisions taken with respect to such resolutions, recommendations and views, and its reasons for such actions or decisions.

ARTICLE XI

(Director General)

(a) The executive organ shall be headed by the Director General and shall have its organizational structure implemented not later than six years after the entry into force of this Agreement.

(b) (i) The Director General shall be the chief executive and the legal representative of INTELSAT and shall be directly responsible to the Board of Governors for the performance of all management functions.

(ii) The Director General shall act in accordance with the policies and directives of the Board of Governors.

(iii) The Director General shall be appointed by the Board of Governors, subject to confirmation by the Assembly of Parties. The Director General may be removed from office for cause by the Board of Governors on its own authority.

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(iv) The paramount consideration in the appointment of the Director General and in the selection of other personnel of the executive organ shall be the necessity of ensuring the highest standards of integrity, competency and efficiency. The Director General and the personnel of the executive organ shall refrain from any action incompatible with their responsibilities to INTELSAT.

(c) (i) The permanent management arrangements shall be consistent with the basic aims and purposes of INTELSAT, its international character and its obligation to provide on a commercial basis telecommunications facilities of high quality and reliability.

(ii) The Director General, on behalf of INTELSAT, shall contract out, to one or more competent entities, technical and operational functions to the maximum extent practicable with due regard to cost and consistent with competence, effectiveness and efficiency. Such entities may be of various nationalities or may be an international corporation owned and controlled by INTELSAT. Such contracts shall be negotiated, executed and administered by the Director General.

(d) (i) The Board of Governors shall designate a senior officer of the executive organ to serve as the Acting Director General whenever the Director General is absent or is unable to discharge his duties, or if the office of Director General should become vacant. The Acting Director General shall have the capacity to exercise all the powers of the Director

General pursuant to this Agreement and the Operating Agreement. In the event of a vacancy, the Acting Director General shall serve in that capacity until the assumption of office by a Director General appointed and confirmed, as expeditiously as possible, in accordance with subparagraph (b) (iii) of this Article.

(ii) The Director General may delegate such of his powers to other officers in the executive organ as may be necessary to meet appropriate requirements.

ARTICLE XII

(Transitional Management and Secretary General)

(a) As a matter of priority after entry into force of this Agreement, the Board of Governors shall:

(i) appoint the Secretary General and authorize the necessary support staff;

(ii) arrange the management services contract in accordance with paragraph (e) of this Article; and

(iii) initiate the study concerning permanent management arrangements in accordance with paragraph (f) of this Article.

(b) The Secretary General shall be the legal representative of INTELSAT until the first Director General shall have assumed office. In accordance with the policies and directives of the Board of Governors, the Secretary General shall be responsible for the performance of all management services other than those which are to be provided under the terms of the management services contract concluded pursuant to paragraph (e) of this Article including those specified in Annex A to this Agreement. The Secretary

General shall keep the Board of Governors fully and currently informed on the performance of the management services contractor under its contract. To the extent practicable, the Secretary General shall be present at or represented at and observe, but not participate in, major contract negotiations conducted by the management services contractor on behalf of INTELSAT. For this purpose the Board of Governors may authorize the appointment to the executive organ of a small number of technically qualified personnel to assist the Secretary General. The Secretary General shall not be interposed between the Board of Governors and the management services contractor nor shall he exercise a supervisory role over the said contractor.

(c) The paramount consideration in the appointment of the Secretary General and in the selection of other personnel of the executive organ shall be the necessity of ensuring the highest standards of integrity, competency and efficiency. The Secretary General and the personnel of the executive organ shall refrain from any action incompatible with their responsibilities to INTELSAT. The Secretary General may be removed from office for cause by the Board of Governors. The office of Secretary General shall cease to exist on the assumption of office by the first Director General.

(d) (i) The Board of Governors shall designate a senior officer of the executive organ to serve as the Acting Secretary General whenever the Secretary General is absent or is unable to discharge his duties, or if the office of Secretary General should become vacant. The Acting Secretary General shall have the capacity to exercise all the powers of the Secretary General pursuant to this Agreement and the Operating Agreement. In the event of a vacancy, the Acting Secretary General shall serve in

that capacity until the assumption of office by a Secretary General, who shall be appointed by the Board of Governors as expeditiously as possible.

(ii) The Secretary General may delegate such of his powers to other officers in the executive organ as may be necessary to meet appropriate requirements.

(e) The contract referred to in subparagraph (a) (ii) of this Article shall be between the Communications Satellite Corporation, referred to in this Agreement as "the management services contractor", and INTELSAT, and shall be for the performance of technical and operational management services for INTELSAT, as specified in Annex B to this Agreement and in accordance with the guidelines set out therein, for a period terminating at the end of the sixth year after the date of entry into force of this Agreement. The contract shall contain provisions for the management services contractor:

(i) to act pursuant to relevant policies and directives of the Board of Governors;

(ii) to be responsible directly to the Board of Governors until the assumption of office by the first Director General and thereafter through the Director General; and

(iii) to furnish the Secretary General with all the information necessary for the Secretary General to keep the Board of Governors informed on the performance under the management services contract and for the Secretary General to be present at or represented at and observe, but not participate in, major contract negotiations conducted by the management services contractor on behalf of INTELSAT.

The management services contractor shall negotiate, place, amend and administer contracts on behalf of INTELSAT within the area of its responsibilities under the management services contract and as otherwise authorized by the Board of Governors. Pursuant to authorization under the management services contract, or as otherwise authorized by the Board of Governors, the management services contractor shall sign contracts on behalf of INTELSAT in the area of its responsibilities. All other contracts shall be signed by the Secretary General.

(f) The study referred to in subparagraph (a) (iii) of this Article shall be commenced as soon as possible and, in any event, within one year after entry into force of this Agreement. It shall be conducted by the Board of Governors and shall be designed to provide the information necessary for the determination of the most efficient and effective permanent management arrangements consistent with the provisions of Article XI of this Agreement. The study shall, among other matters, give due regard to:

(i) the principles set forth in subparagraph (c) (i) of Article XI and the policy expressed in subparagraph (c) (ii) of Article XI, of this Agreement;

(ii) experience gained during the period of the Interim Agreement and of the transitional management arrangements provided for in this Article;

(iii) the organization and procedures adopted by telecommunications entities throughout the world, with particular reference to the integration of policy and management and to management efficiency;

(iv) information, similar to that referred to in subparagraph (iii) of this paragraph, in respect of multinational ventures for implementing advanced technologies; and

(v) reports commissioned from not less than three professional management consultants from various parts of the world.

(g) Not later than four years after the entry into force of this Agreement, the Board of Governors shall submit to the Assembly of Parties a comprehensive report, which incorporates the results of the study referred to in subparagraph (a) (iii) of this Article, and which includes the recommendations of the Board of Governors for the organizational structure of the executive organ. It shall also transmit copies of this report to the Meeting of Signatories and to all Parties and Signatories as soon as it is available.

(h) By not later than five years after entry into force of this Agreement, the Assembly of Parties, after having considered the report of the Board of Governors referred to in paragraph (g) of this Article and any views which may have been expressed by the Meeting of Signatories thereon, shall adopt the organizational structure of the executive organ which shall be consistent with the provisions of Article XI of this Agreement.

(i) The Director General shall assume office one year before the end of the management services contract referred to in subparagraph (a) (ii) of this Article or by December 31, 1976, whichever is earlier. The Board of Governors shall appoint the Director General, and the Assembly of Parties shall act upon the confirmation of the appointment, in time to enable the Director General to assume office in accordance with this paragraph. Upon his assumption of office, the Director General shall be responsible for all

management services, including the performance of the functions performed by the Secretary General up to that time, and for the supervision of the performance of the management services contractor.

(j) The Director General, acting under relevant policies and directives of the Board of Governors, shall take all necessary steps to ensure that the permanent management arrangements are fully implemented not later than the end of the sixth year after the date of entry into force of this Agreement.

ARTICLE XIII

(Procurement)

(a) Subject to this Article, procurement of goods and services required by INTELSAT shall be effected by the award of contracts, based on responses to open international invitations to tender, to bidders offering the best combination of quality, price and the most favorable delivery time. The services to which this Article refers are those provided by juridical persons.

(b) If there is more than one bid offering such a combination, the contract shall be awarded so as to stimulate, in the interests of INTELSAT, world-wide competition.

(c) The requirement of open international invitations to tender may be dispensed with in those cases specifically referred to in Article 16 of the Operating Agreement.

ARTICLE XIV

(Rights and Obligations of Members)

(a) The Parties and Signatories shall exercise their rights and meet their obligations under this Agreement in a manner fully consistent with and in furtherance of the principles stated in the Preamble and other provisions of this Agreement.

(b) All Parties and all Signatories shall be allowed to attend and participate in all conferences and meetings, in which they are entitled to be represented in accordance with any provisions of this Agreement or the Operating Agreement, as well as in any other meeting called by or held under the auspices of INTELSAT, in accordance with the arrangements made by INTELSAT for such meetings regardless of where they may take place. The executive organ shall ensure that arrangements with the host Party or Signatory for each such conference or meeting shall include a provision for the admission to the host country and sojourn for the duration of such conference or meeting, of representatives of all Parties and all Signatories entitled to attend.

(c) To the extent that any Party or Signatory or person within the jurisdiction of a Party intends to establish, acquire or utilize space segment facilities separate from the INTELSAT space segment facilities to meet its domestic public telecommunications services requirements, such Party or Signatory, prior to the establishment, acquisition or utilization of such facilities, shall consult the Board of Governors, which shall express, in the form of recommendations, its findings regarding the technical compatibility of such facilities and their operation with the use of the radio

frequency spectrum and orbital space by the existing or planned INTELSAT space segment.

(d) To the extent that any Party or Signatory or person within the jurisdiction of a Party intends individually or jointly to establish, acquire or utilize space segment facilities separate from the INTELSAT space segment facilities to meet its international public telecommunications services requirements, such Party or Signatory, prior to the establishment, acquisition or utilization of such facilities, shall furnish all relevant information to and shall consult with the Assembly of Parties, through the Board of Governors, to ensure technical compatibility of such facilities and their operation with the use of the radio frequency spectrum and orbital space by the existing or planned INTELSAT space segment and to avoid significant economic harm to the global system of INTELSAT. Upon such consultation, the Assembly of Parties, taking into account the advice of the Board of Governors, shall express, in the form of recommendations, its findings regarding the considerations set out in this paragraph, and further regarding the assurance that the provision or utilization of such facilities shall not prejudice the establishment of direct telecommunication links through the INTELSAT space segment among all the participants.

(e) To the extent that any Party or Signatory or person within the jurisdiction of a party intends to establish, acquire or utilize space segment facilities separate from the INTELSAT space segment facilities to meet its specialized telecommunications services requirements, domestic or international, such Party or Signatory, prior to the establishment, acquisition or utilization of such facilities, shall furnish all relevant information to the Assembly of Parties, through the Board of Governors.

The Assembly of Parties, taking into account the advice of the Board of Governors, shall express, in the form of recommendations, its findings regarding the technical compatibility of such facilities and their operation with the use of the re , frequency spectrum and orbital space by the existing or planned INTELSAT space segment.

(f) Recommendations by the Assembly of Parties or the Board of Governors pursuant to this Article shall be made within a period of six months from the date of commencing the procedures provided for in the foregoing paragraphs. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.

(g) This Agreement shall not apply to the establishment, acquisition or utilization of space segment facilities separate from the INTELSAT space segment facilities solely for national security purposes.

ARTICLE XV

(INTELSAT Headquarters, Privileges, Exemptions, Immunities)

(a) The headquarters of INTELSAT shall be in Washington.

(b) Within the scope of activities authorized by this Agreement, INTELSAT and its property shall be exempt in all States Party to this Agreement from all national income and direct national property taxation and from customs duties on communications satellites and components and parts for such satellites to be launched for use in the global system. Each Party undertakes to use its best endeavors to bring about, in accordance with the applicable domestic procedure, such further exemption of INTELSAT and its property from income and direct property taxation, and customs duties, as is desirable, bearing in mind the particular nature of INTELSAT.

(c) Each Party other than the Party in whose territory the headquarters of INTELSAT is located shall grant in accordance with the Protocol referred to in this paragraph, and the Party in whose territory the headquarters of INTELSAT is located shall grant in accordance with the Headquarters Agreement referred to in this paragraph, the appropriate privileges, exemptions and immunities to INTELSAT, to its officers, and to those categories of its employees specified in such Protocol and Headquarters Agreement, to Parties and representatives of Parties, to Signatories and representatives of Signatories and to persons participating in arbitration proceedings. In particular, each Party shall grant to these individuals immunity from legal process in respect of acts done or words written or spoken in the exercise of their functions and within the limits of their duties, to the extent and in the cases to be provided for in the Headquarters Agreement and Protocol referred to in this paragraph. The Party in whose territory the headquarters of INTELSAT is located shall, as soon as possible, conclude a Headquarters Agreement with INTELSAT covering privileges, exemptions and immunities. The Headquarters Agreement shall include a provision that all Signatories acting in their capacity as such, except the Signatory designated by the Party in whose territory the headquarters is located, shall be exempt from national taxation on income earned from INTELSAT in the territory of such Party. The other Parties shall also as soon as possible conclude a Protocol covering privileges, exemptions and immunities. The Headquarters Agreement and the Protocol shall be independent of this Agreement and each shall prescribe the conditions of its termination.

ARTICLE XVI

(Withdrawal)

(a) (i) Any Party or Signatory may withdraw voluntarily from INTELSAT. A Party shall give written notice to the Depositary of its decision to withdraw. The decision of a Signatory to withdraw shall be notified in writing to the executive organ by the Party which has designated it and such notification shall signify the acceptance by the Party of such notification of decision to withdraw.

(ii) Voluntary withdrawal shall become effective and this Agreement and the Operating Agreement shall cease to be in force for a Party or Signatory three months after the date of receipt of the notice referred to in subparagraph (i) of this paragraph or, if the notice so states, on the date of the next determination of investment shares pursuant to subparagraph (c) (ii) of Article 6 of the Operating Agreement following the expiration of such three months.

(b) (i) If a Party appears to have failed to comply with any obligation under this Agreement, the Assembly of Parties, having received notice to that effect or acting on its own initiative, and having considered any representations made by the Party, may decide, if it finds that the failure to comply has in fact occurred, that the Party be deemed to have withdrawn from INTELSAT. This Agreement shall cease

to be in force for the Party as of the date of such decision. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.

(ii) If any Signatory, in its capacity as such, appears to have failed to comply with any obligation under this Agreement or the Operating Agreement, other than obligations under paragraph (a) of Article 4 of the Operating Agreement and the failure to comply shall not have been remedied within three months after the Signatory has been notified in writing by the executive organ of a resolution of the Board of Governors taking note of the failure to comply, the Board of Governors may, after considering any representations made by the Signatory or the Party which designated it, suspend the rights of the Signatory, and may recommend to the Meeting of Signatories that the Signatory be deemed to have withdrawn from INTELSAT. If the Meeting of Signatories, after consideration of any representations made by the Signatory or by the Party which designated it, approves the recommendation of the Board of Governors, the withdrawal of the Signatory shall become effective upon the date of the approval, and this Agreement and the Operating Agreement shall cease to be in force for the Signatory as of that date.

(c) If any Signatory fails to pay any amount due from it pursuant to paragraph (a) of Article 4 of the Operating Agreement within three months after the payment has become due, the rights of the Signatory under this Agreement and the Operating Agreement shall be automatically suspended.

If within three months after the suspension the Signatory has not paid all sums due or the Party which has designated the Signatory has not made a substitution pursuant to paragraph (f) of this Article, the Board of Governors, after considering any representations made by the Signatory or by the Party which has designated it, may recommend to the Meeting of Signatories that the Signatory be deemed to have withdrawn from INTELSAT. The Meeting of Signatories, after considering any representations made by the Signatory, may decide that the Signatory be deemed to have withdrawn from INTELSAT and, from the date of the decision, this Agreement and the Operating Agreement shall cease to be in force for the Signatory.

(d) Withdrawal of a Party, in its capacity as such, shall entail the simultaneous withdrawal of the Signatory designated by the Party or of the Party in its capacity as Signatory, as the case may be, and this Agreement and the Operating Agreement shall cease to be in force for the Signatory on the same date on which this Agreement ceases to be in force for the Party which has designated it.

(e) In all cases of withdrawal of a Signatory from INTELSAT, the Party which designated the Signatory shall assume the capacity of a Signatory, or shall designate a new Signatory effective as of the date of such withdrawal, or shall withdraw from INTELSAT.

(f) If for any reason a Party desires to substitute itself for its designated Signatory or to designate a new Signatory, it shall give written notice thereof to the Depositary, and upon assumption by the new Signatory of all the outstanding obligations of the previously designated Signatory and upon signature of the Operating Agreement, this Agreement and the Operating Agreement shall enter into force for the new Signatory and thereupon shall cease to be in force for such previously designated Signatory.

(g) Upon the receipt by the Depositary or the executive organ, as the case may be, of notice of decision to withdraw pursuant to subparagraph (a) (i) of this Article, the Party giving notice and its designated Signatory, or the Signatory in respect of which notice has been given, as the case may be, shall cease to have any rights of representation and any voting rights in any organ of INTELSAT, and shall incur no obligation or liability after the receipt of the notice, except that the Signatory, unless the Board of Governors decides otherwise pursuant to paragraph (d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such receipt and liabilities arising from acts or omissions before such receipt.

(h) During the period of suspension of the rights of a Signatory pursuant to subparagraph (b) (ii) or paragraph (c) of this Article, the Signatory shall continue to have all the obligations and liabilities of a Signatory under this Agreement and the Operating Agreement.

(i) If the Meeting of Signatories, pursuant to subparagraph (b) (ii) or paragraph (c) of this Article, decides not to approve the recommendation of the Board of Governors that the Signatory be deemed to have withdrawn from INTELSAT, as of the date of that decision the suspension shall be lifted and the Signatory shall thereafter have all rights under this Agreement and the Operating Agreement, provided that where a Signatory is suspended pursuant to paragraph (c) of this Article the suspension shall not be lifted until the Signatory has paid the amounts due from it pursuant to paragraph (a) of Article 4 of the Operating Agreement.

(j) If the Meeting of Signatories approves the recommendation of the Board of Governors pursuant to subparagraph (b) (ii) or paragraph (c) of this Article that a Signatory be deemed to have withdrawn from INTELSAT, that Signatory shall incur no obligation or liability after such approval, except that the Signatory, unless the Board of Governors decides otherwise pursuant to paragraph (d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such approval and liabilities arising from acts or omissions before such approval.

(k) If the Assembly of Parties decides pursuant to subparagraph (b) (i) of this Article that a Party be deemed to have withdrawn from INTELSAT, the Party in its capacity as Signatory or its designated Signatory, as the case may be, shall incur no obligation or liability after such decision, except that the Party in its capacity as Signatory or its designated Signatory, as the case may be, unless the Board of Governors decides otherwise pursuant to paragraph (d) of Article 21 of the Operating Agreement, shall be responsible for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized before such decision and liabilities arising from acts or omissions before such decision.

(l) Settlement between INTELSAT and a Signatory for which this Agreement and the Operating Agreement have ceased to be in force, other than in the case of substitution pursuant to paragraph (f) of this Article, shall be accomplished as provided in Article 21 of the Operating Agreement.

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(m) (i) Notification of the decision of a Party to withdraw pursuant to subparagraph (a) (i) of this Article shall be transmitted by the Depositary to all Parties and to the executive organ, and the latter shall transmit the notification to all Signatories.

(ii) If the Assembly of Parties decides that a Party shall be deemed to have withdrawn from INTELSAT pursuant to subparagraph (b) (i) of this Article, the executive organ shall notify all Signatories and the Depositary, and the latter shall transmit the notification to all Parties.

(iii) Notification of the decision of a Signatory to withdraw pursuant to subparagraph (a) (i) of this Article or of the withdrawal of a Signatory pursuant to subparagraph (b) (ii) or paragraph (c) or (d) of this Article, shall be transmitted by the executive organ to all Signatories and to the Depositary, and the latter shall transmit the notification to all Parties.

(iv) The suspension of a Signatory pursuant to subparagraph (b) (ii) or paragraph (c) of this Article shall be notified by the executive organ to all Signatories and to the Depositary, and the latter shall transmit the notification to all Parties.

(v) The substitution of a Signatory pursuant to paragraph (f) of this Article shall be notified by the Depositary to all Parties and to the executive organ, and the latter shall transmit the notification to all Signatories.

(n) No Party or its designated Signatory shall be required to withdraw from INTELSAT as a direct result of any change in the status of that Party with regard to the International Telecommunication Union.

ARTICLE XVII

(Amendment)

(a) Any Party may propose amendments to this Agreement. Proposed amendments shall be submitted to the executive organ, which shall distribute them promptly to all Parties and Signatories.

(b) The Assembly of Parties shall consider each proposed amendment at its first ordinary meeting following its distribution by the executive organ, or at an earlier extraordinary meeting convened in accordance with the provisions of Article VII of this Agreement, provided that the proposed amendment has been distributed by the executive organ at least ninety days before the opening date of the meeting. The Assembly of Parties shall consider any views and recommendations which it receives from the Meeting of Signatories or the Board of Governors with respect to a proposed amendment.

(c) The Assembly of Parties shall take decisions on each proposed amendment in accordance with the provisions relating to quorum and voting contained in Article VII of this Agreement. It may modify any proposed amendment, distributed in accordance with paragraph (b) of this Article, and may also take decisions on any amendment not so distributed but directly consequential to a proposed or modified amendment.

(d) An amendment which has been approved by the Assembly of Parties shall enter into force in accordance with paragraph (e) of this Article after the Depositary has received notice of approval, acceptance or ratification of the amendment from either:

(i) two-thirds of the States which were Parties as of the date upon which the amendment was approved by the Assembly of Parties, provided that such two-thirds include Parties which then held, or whose designated Signatories then held, at least two-thirds of the total investment shares; or

(ii) a number of States equal to or exceeding eighty-five per cent of the total number of States which were Parties as of the date upon which the amendment was approved by the Assembly of Parties, regardless of the amount of investment shares such Parties or their designated Signatories then held.

(e) The Depositary shall notify all the Parties as soon as it has received the acceptances, approvals or ratifications required by paragraph (d) of this Article for the entry into force of an amendment. Ninety days after the date of issue of this notification, the amendment shall enter into force for all Parties, including those that have not yet accepted, approved, or ratified it and have not withdrawn from INTELSAT.

(f) Notwithstanding the provisions of paragraphs (d) and (e) of this Article, an amendment shall not enter into force less than eight months or more than eighteen months after the date it has been approved by the Assembly of Parties.

ARTICLE XVIII

(Settlement of Disputes)

(a) All legal disputes arising in connection with the rights and obligations under this Agreement or in connection with obligations undertaken by Parties pursuant to paragraph (c) of Article 14 or paragraph (c) of Article 15 of the Operating Agreement, between Parties with respect to each other, or between INTELSAT and one or more Parties, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to this Agreement. Any legal dispute arising in connection with the rights and obligations under this Agreement or the Operating Agreement between one or more Parties and one or more Signatories may be submitted to arbitration in accordance with the provisions of Annex C to this Agreement, provided that the Party or Parties and the Signatory or Signatories involved agree to such arbitration.

(b) All legal disputes arising in connection with the rights and obligations under this Agreement, or in connection with the obligations undertaken by Parties pursuant to paragraph (c) of Article 14 or paragraph (c) of Article 15 of the Operating Agreement, between a Party and a State which has ceased to be a Party or between INTELSAT and a State which has ceased to be a Party, and which arise after the State ceased to be a Party, if not otherwise settled within a reasonable time, shall be submitted to arbitration. Such arbitration shall be in accordance with the provisions of Annex C to this Agreement, provided that the State which has ceased to be a Party so agrees. If a State ceases to be a Party, or if a State or a telecommunications entity ceases to be a Signatory, after a dispute in which it is a disputant has been submitted to arbitration pursuant to paragraph (a) of this Article, the arbitration shall be continued and concluded.

(c) All legal disputes arising as a result of agreements between INTELSAT and any Party shall be subject to the provisions on settlement of disputes contained in such agreements. In the absence of such provisions, such disputes, if not otherwise settled, may be submitted to arbitration in accordance with the provisions of Annex C to this Agreement if the disputants so agree.

ARTICLE XIX

(Signature)

(a) This Agreement shall be open for signature at Washington from August 20, 1971 until it enters into force, or until a period of nine months has elapsed, whichever occurs first:

(i) by the Government of any State party to the Interim Agreement;

(ii) by the Government of any other State member of the International Telecommunication Union.

(b) Any Government signing this Agreement may do so without its signature being subject to ratification, acceptance or approval or with a declaration accompanying its signature that it is subject to ratification, acceptance or approval.

(c) Any State referred to in paragraph (a) of this Article may accede to this Agreement after it is closed for signature.

(d) No reservation may be made to this Agreement.

ARTICLE XX

(Entry Into Force)

(a) This Agreement shall enter into force sixty days after the date on which it has been signed not subject to ratification, acceptance or

approval, or has been ratified, accepted, approved or acceded to, by two-thirds of the States which were parties to the Interim Agreement as of the date upon which this Agreement is opened for signature, provided that:

(i) such two-thirds include parties to the Interim Agreement which then held, or whose signatories to the Special Agreement then held, at least two-thirds of the quotas under the Special Agreement; and

(ii) such parties or their designated telecommunications entities have signed the Operating Agreement.[1]

Upon the commencement of such sixty days, the provisions of paragraph 2 of the Annex to the Operating Agreement shall enter into force for the purposes stated in that paragraph. Notwithstanding the foregoing provisions, this Agreement shall not enter into force less than eight months or more than eighteen months after the date it is opened for signature.

(b) For a State whose instrument of ratification, acceptance, approval or accession is deposited after the date this Agreement enters into force pursuant to paragraph (a) of this Article, this Agreement shall enter into force on the date of such deposit.

(c) Upon entry into force of this Agreement pursuant to paragraph (a) of this Article, it may be applied provisionally with respect to any State whose Government signed it subject to ratification, acceptance or approval if that Government so requests at the time of signature or at any time thereafter prior to the entry into force of this Agreement. Provisional application shall terminate:

(i) upon deposit of an instrument of ratification, acceptance or approval of this Agreement by that Government;

[1] Feb. 12, 1973.

(ii) upon expiration of two years from the date on which this Agreement enters into force without having been ratified, accepted or approved by that Government; or

(iii) upon notification by that Government, before expiration of the period mentioned in subparagraph (ii) of this paragraph, of its decision not to ratify, accept or approve this Agreement.

If provisional application terminates pursuant to subparagraph (ii) or (iii) of this paragraph, the provisions of paragraphs (g) and (l) of Article XVI of this Agreement shall govern the rights and obligations of the Party and of its designated Signatory.

(d) Notwithstanding the provisions of this Article, this Agreement shall neither enter into force for any State nor be applied provisionally with respect to any State until the Government of that State or the telecommunications entity designated pursuant to this Agreement shall have signed the Operating Agreement.

(e) Upon entry into force, this Agreement shall replace and terminate the Interim Agreement.

ARTICLE XXI

(Miscellaneous Provisions)

(a) The official and working languages of INTELSAT shall be English, French and Spanish.

(b) Internal regulations for the executive organ shall provide for the prompt distribution to all Parties and Signatories of copies of any INTELSAT document in accordance with their requests.

(c) Consistent with the provisions of Resolution 1721 (XVI) of the General Assembly of the United Nations, the executive organ shall send to the Secretary General of the United Nations, and to the Specialized Agencies concerned, for their information, an annual report on the activities of INTELSAT.

ARTICLE XXII

(Depositary)

(a) The Government of the United States of America shall be the Depositary for this Agreement, with which shall be deposited declarations made pursuant to paragraph (b) of Article XIX of this Agreement, instruments of ratification, acceptance, approval or accession, requests for provisional application, and notifications of ratification, acceptance or approval of amendments, of decisions to withdraw from INTELSAT, or of termination of the provisional application of this Agreement.

(b) This Agreement, of which the English, French and Spanish texts are equally authentic, shall be deposited in the archives of the Depositary. The Depositary shall transmit certified copies of the text of this Agreement to all Governments that have signed it or deposited instruments of accession to it, and to the International Telecommunication Union, and shall notify those Governments, and the International Telecommunication Union, of signatures, of declarations made pursuant to paragraph (b) of Article XIX of this Agreement, of the deposit of instruments of ratification, acceptance, approval or accession, of requests for provisional application, of commencement of the sixty-day period referred to in paragraph (a) of Article XX of this Agreement, of the entry into force of this Agreement, of notifications of ratification, acceptance or approval of

amendments, of the entry into force of amendments, of decisions to withdraw from INTELSAT, of withdrawals and of terminations of provisional application of this Agreement. Notice of the commencement of the sixty-day period shall be issued on the first day of that period.

(c) Upon entry into force of this Agreement, the Depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.[1]

IN WITNESS WHEREOF the Plenipotentiaries gathered together in the city of Washington, who have submitted their full powers, found to be in good and due form, have signed this Agreement.

DONE at Washington, on the 20th day of August, one thousand nine hundred and seventy one.

[1] TS 993, 59 Stat. 1052.

ANNEX A

FUNCTIONS OF THE SECRETARY GENERAL

The functions of the Secretary General referred to in paragraph (b) of Article XII of this Agreement include the following:

1) maintain the INTELSAT traffic data projections and, for this purpose, convene periodic regional meetings in order to estimate traffic demands;

2) approve applications for access to the INTELSAT space segment by standard earth stations, report to the Board of Governors on applications for access by non-standard earth stations, and maintain records on dates of availability of existing and proposed earth stations;

3) maintain records based on reports submitted by Signatories, other earth station owners and the management services contractor, on the technical and operational capabilities and limitations of all existing and proposed earth stations;

4) maintain an office of record of the assignment of frequencies to users and arrange for the notification of frequencies to the International Telecommunication Union;

5) based on planning assumptions approved by the Board of Governors, prepare capital and operating budgets and estimates of revenue requirements;

6) recommend INTELSAT space segment utilization charges to the Board of Governors;

7) recommend accounting policies to the Board of Governors;

8) maintain books of account and make them available for audit as required by the Board of Governors, and prepare monthly and annual financial statements;

9) calculate the investment shares of Signatories, render accounts to Signatories for capital contributions and to allottees for INTELSAT space segment utilization charges, receive cash payments on behalf of INTELSAT, and make revenue distributions and other cash disbursements to Signatories on behalf of INTELSAT;

10) advise the Board of Governors of Signatories in default of capital contributions, and of allottees in default of payments for INTELSAT space segment utilization charges;

11) approve and pay invoices submitted to INTELSAT with respect to authorized purchases and contracts made by the executive organ, and reimburse the management services contractor for expenditures incurred in connection with purchases and contracts made on behalf of INTELSAT and authorized by the Board of Governors;

12) administer INTELSAT personnel benefit programs and pay salaries and authorized expenses of INTELSAT personnel;

13) invest or deposit funds on hand, and draw upon such investments or deposits as necessary to meet INTELSAT obligations;

14) maintain INTELSAT property and depreciation accounts, and arrange with the management services contractor and the appropriate Signatories for the necessary inventories of INTELSAT property;

15) recommend terms and conditions of allotment agreements for utilization of the INTELSAT space segment;

16) recommend insurance programs for protection of INTELSAT property and, as authorized by the Board of Governors, arrange for necessary coverage;

17) for the purpose of paragraph (d) of Article XIV of this Agreement, analyze and report to the Board of Governors on the estimated economic effects to INTELSAT of any proposed space segment facilities separate from the INTELSAT space segment facilities;

18) prepare the tentative agenda for meetings of the Assembly of Parties, the Meeting of Signatories and the Board of Governors and their advisory committees, and the provisional summary records of such meetings, and assist the chairmen of advisory committees in preparation of their agenda, records and reports to the Assembly of Parties, the Meeting of Signatories and the Board of Governors;

19) arrange for interpretation services, for the translation, reproduction, and distribution of documents, and for the preparation of verbatim records of meetings, as necessary;

20) provide the history of the decisions taken by the Assembly of Parties, the Meeting of Signatories and the Board of Governors, and prepare reports and correspondence relating to decisions taken during their meetings;

21) assist in the interpretation of the rules of procedure of the Assembly of Parties, the Meeting of Signatories and the Board of Governors, and the terms of reference for their advisory committees;

22) make arrangements for any meetings of the Assembly of Parties, the Meeting of Signatories and the Board of Governors and of their advisory committees;

23) recommend procedures and regulations for contracts and purchases made on behalf of INTELSAT;

24) keep the Board of Governors informed on the performance of the obligations of contractors, including the management services contractor;

25) compile and maintain a world-wide list of bidders for all INTELSAT procurement;

26) negotiate, place and administer contracts necessary to enable the Secretary General to perform his assigned functions, including contracts for obtaining assistance from other entities to perform such functions;

27) provide or arrange for the provision of legal advice to INTELSAT, as required in connection with the functions of the Secretary General;

28) provide appropriate public information services; and

29) arrange and convene conferences for negotiation of the Protocol covering privileges, exemptions and immunities, referred to in paragraph (c) of Article XV of this Agreement.

ANNEX B

FUNCTIONS OF THE MANAGEMENT SERVICES CONTRACTOR AND GUIDELINES OF THE MANAGEMENT SERVICES CONTRACT

1) Pursuant to Article XII of this Agreement, the management services contractor shall perform the following functions:

(a) recommend to the Board of Governors research and development programs directly related to the purposes of INTELSAT;

(b) as authorized by the Board of Governors:

(i) conduct studies and research and development, directly or under contract with other entities or persons,

(ii) conduct system studies in the fields of engineering, economics and cost effectiveness,

(iii) perform system simulation tests and evaluations, and

(iv) study and forecast potential demands for new telecommunications satellite services;

(c) advise the Board of Governors on the need to procure space segment facilities for the INTELSAT space segment;

(d) as authorized by the Board of Governors, prepare and distribute requests for proposals, including specifications, for procurement of space segment facilities;

(e) evaluate all proposals submitted in response to requests for proposals and make recommendations to the Board of Governors on such proposals;

(f) pursuant to procurement regulations and in accordance with decisions of the Board of Governors:

(i) negotiate, place, amend and administer all contracts on behalf of INTELSAT for space segments,

(ii) make arrangements for launch services and necessary supporting activities, and cooperate in launches,

(iii) arrange insurance coverage to protect the INTELSAT space segment as well as equipment designated for launch or launch services,

(iv) provide or arrange for the provision of services for tracking, telemetry, command and control of the telecommunications satellites, including coordination of the efforts of Signatories and other owners of earth stations participating in the provision of these services, to perform satellite positioning, maneuvers, and tests, and

(v) provide or arrange for the provision of services for monitoring satellite performance characteristics, outages, and effectiveness, and the satellite power and frequencies used by the earth stations, including coordination of the efforts of Signatories and other owners of earth stations participating in the provision of these services;

(g) recommend to the Board of Governors frequencies for use by the INTELSAT space segment and location plans for telecommunications satellites;

(h) operate the INTELSAT Operations Center and the Spacecraft Technical Control Center;

(i) recommend to the Board of Governors standard earth station performance characteristics, both mandatory and non-mandatory;

(j) evaluate applications for access to the INTELSAT space segment by non-standard earth stations;

(k) allot units of INTELSAT space segment capacity, as determined by the Board of Governors;

(l) prepare and coordinate system operations plans (including network configuration studies and contingency plans), procedures, guides, practices and standards, for adoption by the Board of Governors;

(m) prepare, coordinate and distribute frequency plans for assignment to earth stations having access to the INTELSAT space segment;

(n) prepare and distribute system status reports, to include actual and projected system utilization;

(o) distribute information to Signatories and other users on new telecommunications services and methods;

(p) for the purpose of paragraph (d) of Article XIV of this Agreement, analyze and report to the Board of Governors on the estimated technical and operational effect on INTELSAT of any proposed space segment facilities separate from the INTELSAT space segment facilities, including the effect on the frequency and location plans of INTELSAT;

(q) provide the Secretary General with the information necessary for the performance of his responsibility to the Board of Governors pursuant to paragraph 24 of Annex A to this Agreement;

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(r) make recommendations relating to the acquisition, disclosure, distribution and protection of rights in inventions and technical information in accordance with Article 17 of the Operating Agreement;

(s) pursuant to decisions of the Board of Governors, arrange to make available to Signatories and others the rights of INTELSAT in inventions and technical information in accordance with Article 17 of the Operating Agreement, and enter into licensing agreements on behalf of INTELSAT; and

(t) take all operational, technical, financial, procurement, administrative and supporting actions necessary to carry out the above listed functions.

2) The management services contract shall include appropriate terms to implement the relevant provisions of Article XII of this Agreement and to provide for:

(a) reimbursement by INTELSAT in US dollars of all direct and indirect costs documented and identified, properly incurred by the management services contractor under the contract;

(b) payment to the management services contractor of a fixed fee at an annual rate in US dollars to be negotiated between the Board of Governors and the contractor;

(c) periodic review by the Board of Governors in consultation with the management services contractor of the costs under subparagraph (a) of this paragraph;

(d) compliance with procurement policies and procedures of INTELSAT, consistent with the relevant provisions of this Agreement and the Operating Agreement, in the solicitation and negotiation of contracts on behalf of INTELSAT;

(e) provisions with respect to inventions and technical information which are consistent with Article 17 of the Operating Agreement;

(f) technical personnel selected by the Board of Governors, with the concurrence of the management services contractor, from among persons nominated by Signatories, to participate in the assessment of designs and of specifications for equipment for the space segment;

(g) disputes or disagreements between INTELSAT and the management services contractor which may arise under the management services contract to be settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce; and

(h) the furnishing by the management services contractor to the Board of Governors of such information as may be required by any Governor to enable him to discharge his responsibilities as a Governor.

ANNEX C

PROVISIONS ON PROCEDURES RELATING TO SETTLEMENT OF DISPUTES REFERRED TO IN ARTICLE XVIII OF THIS AGREEMENT AND ARTICLE 20 OF THE OPERATING AGREEMENT

ARTICLE 1

The only disputants in arbitration proceedings instituted in accordance with this Annex shall be those referred to in Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

ARTICLE 2

An arbitral tribunal of three members duly constituted in accordance with the provisions of this Annex shall be competent to give a decision in any dispute cognizable pursuant to Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

ARTICLE 3

(a) Not later than sixty days before the opening date of the first and each subsequent ordinary meeting of the Assembly of Parties, each Party may submit to the executive organ the names of not more than two legal experts who will be available for the period from the end of such meeting until the end of the next ordinary meeting of the Assembly of Parties to serve as presidents or members of tribunals constituted in accordance with this Annex. From such nominees the executive organ shall prepare a list of all the persons thus nominated and shall attach to this list any biographical particulars submitted by the nominating Party, and shall distribute such list to all Parties not later than thirty days before the opening date of the meeting in question. If for any reason a nominee becomes unavailable for selection

to the panel during the sixty-day period before the opening date of the meeting of the Assembly of Parties, the nominating Party may, not later than fourteen days before the opening date of the meeting of the Assembly of Parties, substitute the name of another legal expert.

(b) From the list mentioned in paragraph (a) of this Article, the Assembly of Parties shall select eleven persons to be members of a panel from which presidents of tribunals shall be selected, and shall select an alternate for each such member. Members and alternates shall serve for the period prescribed in paragraph (a) of this Article. If a member becomes unavailable to serve on the panel, he shall be replaced by his alternate.

(c) For the purpose of designating a chairman, the panel shall be convened to meet by the executive organ as soon as possible after the panel has been selected. The quorum for a meeting of the panel shall be nine of the eleven members. The panel shall designate one of its members as its chairman by a decision taken by the affirmative votes of at least six members, cast in one or, if necessary, more than one secret ballot. The chairman so designated shall hold office as chairman for the rest of his period of office as a member of the panel. The cost of the meeting of the panel shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

(d) If both a member of the panel and the alternate for that member become unavailable to serve, the Assembly of Parties shall fill the vacancies thus created from the list referred to in paragraph (a) of this Article. If, however, the Assembly of Parties does not meet

within ninety days subsequent to the occurrence of the vacancies, they shall be filled by selection by the Board of Governors from the list referred to in paragraph (a) of this Article, with each Governor having one vote. A person selected to replace a member or alternate whose term of office has not expired shall hold office for the remainder of the term of his predecessor. Vacancies in the office of the chairman of the panel shall be filled by the panel by designation of one of its members in accordance with the procedure prescribed in paragraph (c) of this Article.

(e) In selecting the members of the panel and the alternates in accordance with paragraph (b) or (d) of this Article, the Assembly of Parties or the Board of Governors shall seek to ensure that the composition of the panel will always be able to reflect an adequate geographical representation, as well as the principal legal systems as they are represented among the Parties.

(f) Any panel member or alternate serving on an arbitral tribunal at the expiration of his term shall continue to serve until the conclusion of any arbitral proceeding pending before such tribunal.

(g) If, during the period between the date of entry into force of this Agreement and the establishment of the first panel and alternates pursuant to the provisions of paragraph (b) of this Article, a legal dispute arises between the disputants mentioned in Article 1 of this Annex, the panel as constituted in accordance with paragraph (b) of Article 3 of the Supplementary Agreement on Arbitration dated June 4, 1965, shall be the panel for use in connection with the settlement of that dispute. That panel shall act in accordance with the provisions

of this Annex for the purposes of Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

ARTICLE 4

(a) Any petitioner wishing to submit a legal dispute to arbitration shall provide each respondent and the executive organ with a document which contains:

(i) a statement which fully describes the dispute being submitted for arbitration, the reasons why each respondent is required to participate in the arbitration, and the relief being requested;

(ii) a statement which sets forth why the subject matter of the dispute comes within the competence of a tribunal to be constituted in accordance with this Annex, and why the relief being requested can be granted by such tribunal if it finds in favor of the petitioner;

(iii) a statement explaining why the petitioner has been unable to achieve a settlement of the dispute within a reasonable time by negotiation or other means short of arbitration;

(iv) in the case of any dispute for which, pursuant to Article XVIII of this Agreement or Article 20 of the Operating Agreement, the agreement of the disputants is a condition for arbitration in accordance with this Annex, evidence of such agreement; and

(v) the name of the person designated by the petitioner to serve as a member of the tribunal.

(b) The executive organ shall promptly distribute to each Party and Signatory, and to the chairman of the panel, a copy of the document provided pursuant to paragraph (a) of this Article.

ARTICLE 5

(a) Within sixty days from the date copies of the document described in paragraph (a) of Article 4 of this Annex have been received by all the respondents, the side of the respondents shall designate an individual to serve as a member of the tribunal. Within that period, the respondents may, jointly or individually, provide each disputant and the executive organ with a document stating their responses to the document referred to in paragraph (a) of Article 4 of this Annex and including any counter-claims arising out of the subject matter of the dispute. The executive organ shall promptly furnish the chairman of the panel with a copy of any such document.

(b) In the event of a failure by the side of the respondents to make such a designation within the period allowed, the chairman of the panel shall make a designation from among the experts whose names were submitted to the executive organ pursuant to paragraph (a) of Article 3 of this Annex.

(c) Within thirty days after the designation of the two members of the tribunal, they shall agree on a third person selected from the panel constituted in accordance with Article 3 of this Annex, who shall serve as the president of the tribunal. In the event of failure to reach agreement within such period of time, either of the two members designated may inform the chairman of the panel, who, within ten days, shall designate a member of the panel other than himself to serve as president of the tribunal.

(d) The tribunal is constituted as soon as the president is selected.

ARTICLE 6

(a) If a vacancy occurs in the tribunal for reasons which the president or the remaining members of the tribunal decide are beyond the control of the disputants, or are compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(i) if the vacancy occurs as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs;

(ii) if the vacancy occurs as a result of the withdrawal of the president of the tribunal or of another member of the tribunal appointed by the chairman, a replacement shall be selected from the panel in the manner described in paragraph (c) or (b) respectively of Article 5 of this Annex.

(b) If a vacancy occurs in the tribunal for any reason other than as described in paragraph (a) of this Article, or if a vacancy occurring pursuant to that paragraph is not filled, the remainder of the tribunal shall have the power, notwithstanding the provisions of Article 2 of this Annex, upon the request of one side, to continue the proceedings and give the final decision of the tribunal.

ARTICLE 7

(a) The tribunal shall decide the date and place of its sittings.

(b) The proceedings shall be held in private and all material presented to the tribunal shall be confidential, except that INTELSAT and the Parties whose designated Signatories and the Signatories whose designating Parties are disputants in the proceedings shall have the right to be present and shall have access to the material presented. When INTELSAT is a disputant in the proceedings, all Parties and all Signatories shall have the right to be present and shall have access to the material presented.

(c) In the event of a dispute over the competence of the tribunal, the tribunal shall deal with this question first, and shall give its decision as soon as possible.

(d) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact and law. However, oral arguments and testimony may be given if the tribunal considers it appropriate.

(e) The proceedings shall commence with the presentation of the case of the petitioner containing its arguments, related facts supported by evidence and the principles of law relied upon. The case of the petitioner shall be followed by the counter-case of the respondent. The petitioner may submit a reply to the counter-case of the respondent. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(f) The tribunal may hear and determine counter-claims arising directly out of the subject matter of the dispute, provided the

counter-claims are within its competence as defined in Article XVIII of this Agreement, and Article 20 of, and the Annex to, the Operating Agreement.

(g) If the disputants reach an agreement during the proceedings, the agreement shall be recorded in the form of a decision of the tribunal given by consent of the disputants.

(h) At any time during the proceedings, the tribunal may terminate the proceedings if it decides the dispute is beyond its competence as defined in Article XVIII of the Agreement, and Article 20 of, and the Annex to, tne Operating Agreement.

(i) The deliberations of the tribunal shall be secret.

(j) The decisions of the tribunal shall be presented in writing and shall be supported by a written opinion. Its rulings and decisions must be supported by at least two members. A member dissenting from the decision may submit a separate written opinion.

(k) The tribunal shall forward its decision to the executive organ, which shall distribute it to all Parties and Signatories.

(l) The tribunal may adopt additional rules of procedure, consistent with those established by this Annex, which are necessary for the proceedings.

ARTICLE 8

If one side fails to present its case, the other side may call upon the tribunal to give a decision in its favor. Before giving its decision, the tribunal shall satisfy itself that it has competence and that the case is well-founded in fact and in law.

ARTICLE 9

(a) Any Party whose designated Signatory is a disputant in a case shall have the right to intervene and become an additional disputant in the case. Intervention shall be made by giving notice thereof in writing to the tribunal and to the other disputants.

(b) Any other Party, any Signatory or INTELSAT, if it considers that it has a substantial interest in the decision of the case, may petition the tribunal for permission to intervene and become an additional disputant in the case. If the tribunal determines that the petitioner has a substantial interest in the decision of the case, it shall grant the petition.

ARTICLE 10

Either at the request of a disputant, or upon its own initiative, the tribunal may appoint such experts as it deems necessary to assist it.

ARTICLE 11

Each Party, each Signatory and INTELSAT shall provide all information determined by the tribunal, either at the request of a disputant or upon its own initiative, to be required for the handling and determination of the dispute.

ARTICLE 12

During the course of its consideration of the case, the tribunal may, pending the final decision, indicate any provisional measures which it considers would preserve the respective rights of the disputants.

ARTICLE 13

(a) The decision of the tribunal shall be based on

(i) this Agreement and the Operating Agreement; and

(ii) generally accepted principles of law.

(b) The decision of the tribunal, including any reached by agreement of the disputants pursuant to paragraph (g) of Article 7 of this Annex, shall be binding on all the disputants and shall be carried out by them in good faith. In a case in which INTELSAT is a disputant, and the tribunal decides that a decision of one of its organs is null and void as not being authorized by or in compliance with this Agreement and the Operating Agreement, the decision of the tribunal shall be binding on all Parties and Signatories.

(c) In the event of a dispute as to the meaning or scope of its decision, the tribunal shall construe it at the request of any disputant.

ARTICLE 14

Unless the tribunal determines otherwise because of the particular circumstances of the case, the expenses of the tribunal, including the remuneration of the members of the tribunal, shall be borne in equal shares by each side. Where a side consists of more than one disputant, the share of that side shall be apportioned by the tribunal among the disputants on that side. Where INTELSAT is a disputant, its expenses associated with the arbitration shall be regarded as an administrative cost of INTELSAT for the purpose of Article 8 of the Operating Agreement.

ANNEX D

TRANSITION PROVISIONS

1) Continuity of INTELSAT Activities

Any decision of the Interim Communications Satellite Committee taken pursuant to the Interim Agreement or the Special Agreement and which is in effect as of the termination of those Agreements shall remain in full force and effect, unless and until it is modified or repealed by, or in implementation of, the terms of this Agreement or the Operating Agreement.

2) Management

During the period immediately following entry into force of this Agreement, the Communications Satellite Corporation shall continue to act as the manager for the design, development, construction, establishment, operation and maintenance of the INTELSAT space segment pursuant to the same terms and conditions of service which were applicable to its role as manager pursuant to the Interim Agreement and the Special Agreement. In the discharge of its functions it shall be bound by all the relevant provisions of this Agreement and the Operating Agreement and shall in particular be subject to the general policies and specific determinations of the Board of Governors, until:

(i) the Board of Governors determines that the executive organ is ready to assume responsibility for performance of all or certain of the functions of the executive organ pursuant to Article XII of this Agreement, at which time the Communications Satellite Corporation

shall be relieved of its responsibility for performance of each such function as it is assumed by the executive organ; and

(ii) the management services contract referred to in subparagraph (a)(ii) of Article XII of this Agreement takes effect, at which time the provisions of this paragraph shall cease to have effect with respect to those functions within the scope of that contract.

3) Regional Representation

During the period between entry into force of this Agreement and the date of assumption of office by the Secretary General, the entitlement, consistent with paragraph (c) of Article IX of this Agreement, of any group of Signatories seeking representation on the Board of Governors, pursuant to subparagraph (a)(iii) of Article IX of this Agreement, shall become effective upon receipt by the Communications Satellite Corporation of a written request from such group.

4) Privileges and Immunities

The Parties to this Agreement which were parties to the Interim Agreement shall extend to the corresponding successor persons and bodies until such times as the Headquarters Agreement and the Protocol, as the case may be, enter into force as provided for in Article XV of this Agreement, those privileges, exemptions and immunities which were extended by such Parties, immediately prior to entry into force of this Agreement, to the International Telecommunications Satellite Consortium, to the signatories to the Special Agreement and to the Interim Communications Satellite Committee and to representatives thereto.

* * *

ACCORD RELATIF A L'ORGANISATION INTERNATIONALE DE TELECOMMUNICATIONS PAR SATELLITES "INTELSAT"

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PREAMBULE

Les Etats Parties au présent Accord,

Considérant le principe énoncé dans la Résolution 1721 (XVI) de l'Assemblée générale des Nations Unies selon lequel les nations du monde doivent pouvoir dès que possible communiquer au moyen de satellites sur une base mondiale et non discriminatoire,

Considérant les dispositions pertinentes du Traité sur les principes régissant les activités des Etats en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes et, en particulier, l'article I qui affirme que l'espace extra-atmosphérique doit être utilisé pour le bien et dans l'intérêt de tous les pays,

Prenant acte du fait que, conformément à l'Accord établissant un régime provisoire applicable à un système commercial mondial de télécommunications par satellites et à l'Accord spécial y afférent, un système commercial mondial de télécommunications par satellites a été mis sur pied,

Désirant poursuivre le développement de ce système de télécommunications par satellites dans le but de parvenir à un système commercial mondial unique de télécommunications par satellites faisant partie d'un réseau mondial perfectionné de télécommunications qui assurera à toutes les régions du monde des services plus étendus de télécommunications et qui contribuera à la paix et à l'entente mondiales,

Résolus à cet effet à fournir pour le bien de l'humanité tout entière, grâce aux techniques les plus avancées dont on dispose, les installations les plus efficaces et les plus économiques possibles, compatibles avec

l'utilisation la plus rationnelle et la plus équitable des fréquences du spectre radio-électrique et de l'espace orbital,

Estimant que les télécommunications par satellites doivent être organisées de telle façon que tous les peuples puissent avoir accès au système mondial de satellites et que les Etats membres de l'Union internationale des télécommunications qui le souhaitent puissent y investir des capitaux et participer ainsi à la conception, à la mise au point, à la construction, y compris la fourniture de matériel, à la mise en place, à l'exploitation, à l'entretien et à la propriété du système,

En vertu de l'Accord établissant un régime provisoire applicable à un système commercial mondial de télécommunications par satellites,

Sont convenus de ce qui suit:

ARTICLE I

(Définitions)

Aux fins du présent Accord:

a. le terme "Accord" désigne le présent accord, y compris ses annexes, mais à l'exclusion des titres des articles, ouvert à la signature des Gouvernements le 20 août 1971, à Washington, et établissant l'organisation internationale de télécommunications par satellites "INTELSAT";

b. les termes "Accord d'exploitation" désignent l'accord, y compris son annexe, mais à l'exclusion des titres des articles, ouvert à la signature des Gouvernements ou des organismes de télécommunications désignés par les Gouvernements, conformément aux dispositions de l'Accord, le 20 août 1971, à Washington;

c. les termes "Accord provisoire" désignent l'accord établissant un régime provisoire applicable à un système commercial mondial de télécommunications par satellites, signé par les Gouvernements à Washington le 20 août 1964;

d. les termes "Accord spécial" désignent l'accord signé le 20 août 1964 par les Gouvernements ou les organismes de télécommunications désignés par les Gouvernements, conformément aux dispositions de l'Accord provisoire;

e. les termes "Comité intérimaire des télécommunications par satellites" désignent le Comité institué par l'article IV de l'Accord provisoire;

f. le terme "Partie" désigne un Etat à l'égard duquel l'Accord est entré en vigueur ou est appliqué à titre provisoire;

g. le terme "Signataire" désigne une Partie ou l'organisme de télécommunications désigné par une Partie, qui a signé l'Accord d'exploitation et à l'égard desquels ce dernier est entré en vigueur ou est appliqué à titre provisoire;

h. les termes "secteur spatial" désignent les satellites de télécommunications ainsi que les installations de poursuite, de télémesure, de télécommande, de contrôle, de surveillance et les autres équipements associés, nécessaires au fonctionnement de ces satellites;

i. les termes "secteur spatial d'INTELSAT" désignent le secteur spatial qui appartient à INTELSAT;

j. le terme "télécommunication" désigne toute transmission, émission ou réception de signes, de signaux, d'écrits, d'images, de sons ou de renseignements de toute nature, par fil, radioélectricité, optique ou autres systèmes électromagnétiques;

k. les termes "services publics de télécommunications" désignent les services de télécommunications fixes ou mobiles qui peuvent être assurés par satellites et qui sont accessibles aux fins d'utilisation par le public tels que le téléphone, le télégraphe, le télex, la transmission de fac-similés, la transmission de données, la transmission de programmes de radiodiffusion et de télévision entre des stations terriennes approuvées ayant accès au secteur spatial d'INTELSAT en vue d'une transmission ultérieure au public, ainsi que les circuits loués pour l'une quelconque des utilisations ci-dessus mentionnées; ces termes excluent les services mobiles d'une catégorie qui n'a pas été fournie en application de l'Accord provisoire et de l'Accord spécial préalablement à l'ouverture de l'Accord à la signature et qui sont assurés par des stations mobiles opérant directement avec un satellite conçu en tout ou en partie pour assurer des services ayant trait à la sécurité ou au contrôle en vol d'aéronefs, ou à la radionavigation aérienne ou maritime;

l. les termes "services spécialisés de télécommunications" désignent les services de télécommunications, autres que ceux définis au paragraphe k du présent article, qui peuvent être assurés par satellites, y compris, sans que cette liste soit limitative, les services de radionavigation, de radiodiffusion par satellites destinés à être reçus par le public en général, de recherche spatiale, de météorologie et de télédétection des ressources terrestres;

m. le terme "biens" comprend tout élément, quelle qu'en soit la nature, à l'égard duquel un droit de propriété peut être exercé, ainsi que tout droit contractuel;

n. les termes "conception" et "mise au point" comprennent la recherche directement liée aux objectifs d'INTELSAT.

ARTICLE II

(Création d'INTELSAT)

a. Tenant dûment compte des principes énoncés ci-dessus dans le Préambule, les Parties créent par le présent Accord l'organisation internationale de télécommunications par satellites "INTELSAT", dont le but principal est de poursuivre à titre définitif la conception, la mise au point, la construction, la mise en place, l'exploitation et l'entretien du secteur spatial du système commercial mondial de télécommunications par satellites établi aux termes de l'Accord provisoire et de l'Accord spécial.

b. Chaque Etat Partie signe l'Accord d'exploitation conclu conformément aux dispositions de l'Accord et ouvert à la signature en même temps que celui-ci, ou désigne l'organisme de télécommunications, public ou privé, qui signera l'Accord d'exploitation. Les rapports entre tout organisme, agissant en qualité de Signataire, et la Partie qui l'a désigné, sont régis par le droit national applicable.

c. Les administrations et organismes de télécommunications peuvent, sous réserve de leur droit national applicable, négocier et conclure directement les accords de trafic appropriés portant sur l'utilisation qu'ils feront des voies de télécommunications fournies en vertu du présent Accord et de l'Accord d'exploitation, ainsi que sur les services destinés au public, les installations, la répartition de bénéfices et les dispositions commerciales qui s'y rapportent.

ARTICLE III

(Domaine des activités d'INTELSAT)

a. En poursuivant à titre définitif les activités relatives au secteur spatial du système commercial mondial de télécommunications par satellites, visées au paragraphe a de l'article II de l'Accord, INTELSAT a pour objectif premier la fourniture, sur une base commerciale et, sans discrimination, à toutes les régions du monde, du secteur spatial nécessaire à des services publics de télécommunications internationales de haute qualité et de grande fiabilité.

b. Sont assimilés aux services publics de télécommunications internationales:

i. les services publics de télécommunications nationales entre des régions séparées par des régions qui ne sont pas sous la juridiction de l'Etat intéressé ou entre des régions séparées par la haute mer;

ii. les services publics de télécommunications nationales entre des régions qui ne sont reliées par aucune installation terrestre à bande large et qui sont séparées par des obstacles naturels d'un caractère si exceptionnel qu'ils

excluent la création viable d'installations terrestres à bande large entre ces régions, à condition que la Réunion des Signataires, compte tenu de l'avis exprimé par le Conseil des Gouverneurs, ait donné préalablement l'autorisation appropriée.

c. Le secteur spatial d'INTELSAT, établi afin d'atteindre son objectif premier, est également fourni sans discrimination aux fins d'autres services publics de télécommunications nationales dans la mesure où cela ne porte pas préjudice à la réalisation de l'objectif premier d'INTELSAT.

d. Le secteur spatial d'INTELSAT peut être, en outre, sur demande et selon des modalités et à des conditions appropriées, utilisé pour les besoins de services spécialisés de télécommunications, internationales ou nationales, autres qu'à des fins militaires, sous réserve que:

i. la fourniture de services publics de télécommunications n'en subisse pas d'effets défavorables;

ii. les dispositions adoptées soient par ailleurs acceptables des points de vue technique et économique.

e. INTELSAT peut, sur demande et selon des modalités et à des conditions appropriées, fournir des satellites ou des installations connexes distincts du secteur spatial d'INTELSAT aux fins:

i. de services publics de télécommunications nationales à l'intérieur de territoires relevant de la juridiction d'une ou plusieurs Parties;

ii. de services publics de télécommunications internationales entre des territoires relevant de la juridiction de deux ou plus de deux Parties;

iii. de services spécialisés de télécommunications, autres qu'à des fins militaires;

sous réserve que l'exploitation efficace et économique du secteur spatial d'INTELSAT n'en subisse pas d'effets défavorables.

f. L'utilisation du secteur spatial d'INTELSAT aux fins de services spécialisés de télécommunications prévue au paragraphe d du présent article, et la fourniture de satellites ou d'installations connexes distincts du secteur spatial d'INTELSAT, prévue au paragraphe e du présent article, font l'objet de contrats conclus entre INTELSAT et les demandeurs intéressés. L'utilisation des installations du secteur spatial d'INTELSAT aux fins de services spécialisés de télécommunications prévue au paragraphe d du présent article, et la fourniture de satellites ou d'installations connexes distincts du secteur spatial d'INTELSAT aux fins de services spécialisés de télécommunications prévue à l'alinéa iii du paragraphe e du présent article, doivent être conformes aux autorisations appropriées, au stade de la planification, de l'Assemblée des Parties, en application de l'alinéa iv du paragraphe c de l'article VII de l'Accord. Si l'utilisation d'installations du secteur spatial d'INTELSAT aux fins de services spécialisés de télécommunications implique des dépenses supplémentaires qui résultent des modifications à apporter aux installations existantes ou planifiées du secteur spatial d'INTELSAT, ou si la fourniture de satellites ou d'installations connexes distincts du secteur spatial d'INTELSAT est demandée pour des services spécialisés de télécommunications conformément à l'alinéa iii du paragraphe e du présent article, l'autorisation visée à l'alinéa iv du paragraphe c de l'article VII de l'Accord doit être sollicitée de l'Assemblée des Parties dès que le

Conseil des Gouverneurs est en mesure d'informer celle-ci en détail du coût estimatif de la proposition, des avantages que l'on peut en attendre, des problèmes techniques ou d'autre nature qu'elle soulève et de ses incidences probables sur les services existants ou prévisibles d'INTELSAT. Une telle autorisation doit être obtenue avant que la procédure de passation des marchés pour l'acquisition des installations concernées ne soit entamée. Avant d'accorder de telles autorisations, l'Assemblée des Parties, suivant les cas, entre en consultation ou veille à ce que des consultations aient lieu avec les institutions spécialisées des Nations Unies directement intéressées par la fourniture des services spécialisés de télécommunications en cause.

ARTICLE IV

(Personnalité juridique)

a. INTELSAT a la personnalité juridique. Elle a toute la capacité requise pour exercer ses fonctions et atteindre ses objectifs, y compris celle:

i. de conclure des accords avec des Etats ou des organisations internationales;

ii. de contracter;

iii. d'acquérir des biens et d'en disposer;

iv. d'ester en justice.

b. Chaque Partie prend toute mesure qui s'impose dans le cadre de sa juridiction afin de donner effet aux dispositions du présent article en fonction de son propre droit.

ARTICLE V

(Principes financiers)

a. INTELSAT est propriétaire du secteur spatial d'INTELSAT et de tout autre bien acquis par INTELSAT. L'intérêt financier dans INTELSAT de chaque Signataire est égal au montant obtenu en appliquant sa part d'investissement, exprimée en pourcentage, à l'évaluation effectuée conformément à l'article 7 de l'Accord d'exploitation.

b. Chaque Signataire a une part d'investissement correspondant à son pourcentage d'utilisation totale du secteur spatial d'INTELSAT par tous les Signataires, déterminée conformément aux dispositions de l'Accord d'exploitation. Toutefois, aucun Signataire, même si son utilisation du secteur spatial d'INTELSAT est nulle, ne doit avoir une part d'investissement inférieure à la part d'investissement minimale fixée par l'Accord d'exploitation.

c. Chaque Signataire contribue aux besoins en capital d'INTELSAT et reçoit le remboursement et la rémunération du capital, conformément aux dispositions de l'Accord d'exploitation.

d. Tous les usagers du secteur spatial d'INTELSAT versent les redevances d'utilisation fixées conformément aux dispositions du présent Accord et de l'Accord d'exploitation. Le taux de redevance d'utilisation du secteur spatial pour chaque catégorie d'utilisation est le même pour tous les demandeurs de capacité du secteur spatial pour ladite catégorie.

e. Les satellites distincts et les installations connexes visés au paragraphe e de l'article III de l'Accord peuvent être financés par INTELSAT et lui appartenir en tant que partie du secteur spatial

d'INTELSAT avec l'approbation unanime de tous les Signataires. Si cette approbation n'est pas donnée, ils sont distincts du secteur spatial d'INTELSAT et financés par ceux qui en font la demande, dont ils deviennent la propriété. Dans ce cas, les modalités financières fixées par INTELSAT doivent être de nature à couvrir intégralement les frais découlant directement de la conception, de la mise au point, de la construction et de la fourniture de ces satellites et des installations connexes distincts de même qu'une part adéquate des frais généraux et administratifs d'INTELSAT.

ARTICLE VI

(Structure d'INTELSAT)

a. INTELSAT comprend les organes suivants:

i. l'Assemblée des Parties;

ii. la Réunion des Signataires;

iii. le Conseil des Gouverneurs;

iv. un organe exécutif responsable devant le Conseil des Gouverneurs.

b. Sauf dans la mesure où le présent Accord ou l'Accord d'exploitation le prévoit expressément, aucun organe ne prend de décision ou n'entreprend d'action propre à modifier, annuler, différer ou entraver de toute autre manière l'exercice d'une attribution, d'une responsabilité ou d'une fonction attribuée à un autre organe par le présent Accord ou par l'Accord d'exploitation.

c. Sous réserve des dispositions du paragraphe b du présent article, l'Assemblée des Parties, la Réunion des Signataires et le Conseil

des Gouverneurs prennent acte et tiennent dûment compte, chacun en ce qui le concerne, de toute résolution ou recommandation adoptée ou de tout point de vue exprimé par un autre de ces organes lorsqu'il assume les responsabilités ou exerce les fonctions qui lui ont été attribuées par le présent Accord ou par l'Accord d'exploitation.

ARTICLE VII

(Assemblée des Parties)

a. L'Assemblée des Parties est composée de toutes les Parties et est le principal organe d'INTELSAT.

b. L'Assemblée des Parties prend en considération les questions relatives à INTELSAT qui intéressent particulièrement les Parties en tant qu'Etats souverains. Elle a le pouvoir de prendre en considération la politique générale et les objectifs à long terme d'INTELSAT qui sont compatibles avec les principes, les buts et le domaine des activités d'INTELSAT, prévus par l'Accord. Conformément aux dispositions des paragraphes b et c de l'article VI de l'Accord, l'Assemblée des Parties prend dûment en considération les résolutions, recommandations et vues qui lui sont transmises par la Réunion des Signataires ou le Conseil des Gouverneurs.

c. L'Assemblée des Parties a les fonctions et pouvoirs suivants:

i. dans l'exercice de son pouvoir ayant trait à la considération de la politique générale et des objectifs à long terme d'INTELSAT, elle exprime ses vues ou adopte des recommandations, si elle le juge opportun, à l'intention des autres organes d'INTELSAT;

ii. elle décide que des mesures doivent être prises pour éviter que les activités d'INTELSAT ne soient en conflit avec toute convention multilatérale générale compatible avec l'Accord et à laquelle au moins deux tiers des Parties ont adhéré;

iii. elle délibère et statue sur les propositions d'amendement à l'Accord, conformément aux dispositions de l'article XVII de celui-ci; elle propose des amendements à l'Accord d'exploitation, exprime ses vues et adopte des recommandations à ce sujet;

iv. elle donne, par voie de règlement général ou de décisions spécifiques, les autorisations relatives à l'utilisation du secteur spatial d'INTELSAT et à la fourniture de satellites et d'installations connexes distincts du secteur spatial d'INTELSAT aux fins de services spécialisés de télécommunications dans le domaine des activités visées au paragraphe d et à l'alinéa iii du paragraphe e de l'article III de l'Accord;

v. elle examine, afin d'assurer l'application du principe de non-discrimination, les règles générales instituées en application de l'alinéa v du paragraphe b de l'article VIII de l'Accord;

vi. elle étudie les rapports présentés par la Réunion des Signataires et le Conseil des Gouverneurs, concernant la mise en oeuvre de la politique générale, les activités et le programme à long terme d'INTELSAT et exprime ses vues sur ces rapports;

vii. elle exprime, sous forme de recommandations, en vertu des dispositions de l'article XIV de l'Accord, ses avis sur la mise en place, l'acquisition ou l'utilisation envisagée des installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT;

viii. elle adopte, en vertu des dispositions de l'alinéa i du paragraphe b de l'article XVI de l'Accord, les décisions concernant le retrait d'une Partie d'INTELSAT;

ix. elle adopte les décisions concernant les questions relatives aux relations officielles entre INTELSAT et les Etats, qu'ils soient ou non Parties, ou les organisations internationales;

x. elle examine les réclamations qui lui sont soumises par les Parties;

xi. elle choisit les experts juridiques mentionnés à l'article 3 de l'annexe C de l'Accord;

xii. elle adopte toute décision concernant la nomination du Directeur général conformément aux articles XI et XII de l'Accord;

xiii. elle adopte, conformément aux dispositions de l'article XII de l'Accord, la structure de l'organe exécutif;

xiv. elle exerce tout autre pouvoir relevant de la compétence de l'Assemblée des Parties conformément aux dispositions de l'Accord.

d. La première session ordinaire de l'Assemblée des Parties est convoquée par le Secrétaire général et a lieu dans l'année qui suit la date d'entrée en vigueur de l'Accord. Les sessions ordinaires doivent être organisées par la suite tous les deux ans. Toutefois, l'Assemblée des Parties peut en décider autrement d'une session à une autre.

e. i. En plus des sessions ordinaires prévues au paragraphe précédent, l'Assemblée des parties peut tenir des sessions extraordinaires convoquées, soit à la demande du Conseil des Gouverneurs, agissant en vertu des dispositions des articles XIV ou XVI de l'Accord, soit à la demande d'une ou plusieurs Parties sous réserve de l'acceptation d'au moins un tiers des Parties, y compris celles qui ont présenté la demande.

ii. Les demandes de sessions extraordinaires doivent être motivées et adressées par écrit au Secrétaire général ou au Directeur général qui prend les mesures nécessaires pour que la session ait lieu dès que possible conformément aux dispositions du règlement intérieur de l'Assemblée des Parties applicables à la convocation de telles sessions.

f. Pour toute session de l'Assemblée des Parties, le quorum est constitué par les représentants d'une majorité des Parties. Chaque Partie dispose d'une voix. Toute décision sur une question de fond est adoptée par un vote affirmatif émis par au moins les deux tiers des Parties dont les représentants sont présents et votant. Toute décision sur une question de procédure est adoptée par un vote affirmatif émis à la majorité simple des Parties dont les représentants sont présents et votant. Tout différend sur le point de savoir si une question est de procédure ou de fond est réglé par un vote émis à la majorité simple des Parties dont les représentants sont présents et votant.

g. L'Assemblée des Parties adopte son règlement intérieur qui comprend notamment des dispositions concernant l'élection du président et des autres membres du bureau.

h. Chaque Partie fait face à ses propres frais de représentation lors des réunions de l'Assemblée des Parties. Les dépenses relatives aux réunions de l'Assemblée des Parties sont considérées comme faisant partie des dépenses administratives d'INTELSAT aux fins d'application de l'article 8 de l'Accord d'exploitation.

ARTICLE VIII

(Réunion des Signataires)

a. La Réunion des Signataires est composée de tous les Signataires. Conformément aux dispositions des paragraphes b et c de l'article VI de l'Accord, la Réunion des Signataires prend dûment en considération les résolutions, recommandations et vues qui lui sont transmises par l'Assemblée des Parties ou le Conseil des Gouverneurs.

b. La Réunion des Signataires a les fonctions et pouvoirs suivants:

i. elle étudie le rapport et les états financiers annuels qui lui sont soumis par le Conseil des Gouverneurs et exprime à ce dernier ses vues à ce sujet;

ii. elle exprime ses vues et formule des recommandations sur les amendements proposés à l'Accord en vertu de l'article XVII ci-après; elle procède à une étude et arrête des décisions, conformément aux dispositions de l'article 22 de l'Accord d'exploitation, en tenant compte de toutes vues et recommandations exprimées par l'Assemblée des Parties ou le Conseil des Gouverneurs, sur les amendements proposés à l'Accord d'exploitation qui sont compatibles avec l'Accord;

iii. elle procède à une étude et exprime ses vues au sujet des rapports sur les programmes futurs, qui lui sont soumis par le Conseil des Gouverneurs, y compris au sujet des implications financières probables de ces programmes;

iv. elle procède à une étude et adopte toute décision au sujet des recommandations faites par le Conseil des Gouverneurs concernant l'élévation de la limite visée à l'article 5 de l'Accord d'exploitation;

v. elle établit, sur recommandation du Conseil des Gouverneurs et aux fins d'orientation de celui-ci, les règles générales concernant:

A. l'approbation des stations terriennes devant avoir accès au secteur spatial d'INTELSAT,

B. l'attribution de la capacité du secteur spatial d'INTELSAT,

C. l'établissement et le réajustement des taux de redevance d'utilisation du secteur spatial d'INTELSAT sur une base non discriminatoire;

vi. elle prend toutes décisions, en vertu des dispositions de l'article XVI de l'Accord, concernant le retrait d'un Signataire d'INTELSAT;

vii. elle procède à un examen et exprime ses vues au sujet des réclamations soumises par les Signataires, directement ou par l'intermédiaire du Conseil des Gouverneurs, ainsi qu'au sujet de celles soumises, par l'intermédiaire du Conseil des Gouverneurs, par les usagers du secteur spatial d'INTELSAT qui ne sont pas Signataires;

viii. elle prépare, à l'intention de l'Assemblée des Parties ainsi que des Parties elles-mêmes, les rapports concernant la mise en oeuvre de la politique générale, les activités et le programme à long terme d'INTELSAT;

ix. elle prend toutes décisions concernant les autorisations visées à l'alinéa ii du paragraphe b de l'article III de l'Accord;

x. elle procède à une étude et exprime ses vues au sujet du rapport sur les dispositions définitives relatives à la gestion présenté par le Conseil des Gouverneurs à l'Assemblée des Parties en vertu des dispositions du paragraphe g de l'article XII de l'Accord;

xi. elle procède annuellement à la détermination prévue à l'article IX de l'Accord aux fins de la représentation au sein du Conseil des Gouverneurs;

xii. elle exerce tous autres pouvoirs relevant de la compétence de la Réunion des Signataires en vertu du présent Accord et de l'Accord d'exploitation.

c. La première session ordinaire de la Réunion des Signataires est convoquée par le Secrétaire général à la demande du Conseil des Gouverneurs dans les neuf mois qui suivent l'entrée en vigueur de l'Accord. Une session ordinaire a lieu par la suite au cours de chaque année civile.

d. i. En plus des sessions ordinaires prévues au paragraphe précédent, la Réunion des Signataires peut tenir des sessions extraordinaires convoquées, soit à la demande du Conseil des Gouverneurs, soit à la demande d'un ou de plusieurs

Signataires sous réserve de l'acceptation d'au moins un tiers des Signataires, y compris ceux qui ont présenté la demande;

ii. les demandes de sessions extraordinaires doivent être motivées et adressées par écrit au Secrétaire général ou au Directeur général qui prend les mesures nécessaires pour que la session ait lieu dès que possible, conformément aux dispositions du règlement intérieur de la Réunion des Signataires applicables à la convocation de telles sessions. L'ordre du jour d'une telle session est limité aux questions pour lesquelles la Réunion des Signataires a été convoquée.

e. Pour toute session de la Réunion des Signataires, le quorum est constitué par les représentants d'une majorité des Signataires. Chaque Signataire dispose d'une voix. Toute décision sur une question de fond est adoptée par un vote affirmatif émis par au moins les deux tiers des Signataires dont les représentants sont présents et votant. Toute décision sur une question de procédure est adoptée par un vote affirmatif émis à la majorité simple des Signataires dont les représentants sont présents et votant. Tout différend sur le point de savoir si une question est de procédure ou de fond est réglé par un vote émis à la majorité simple des Signataires dont les représentants sont présents et votant.

f. La Réunion des Signataires adopte son règlement intérieur qui comprend notamment des dispositions concernant l'élection du président et des autres membres du bureau.

g. Chaque Signataire fait face à ses propres frais de représentation lors des réunions de la Réunion des Signataires. Les dépenses relatives aux réunions de la Réunion des Signataires sont considérées comme faisant partie des dépenses administratives d'INTELSAT aux fins d'application de l'article 8 de l'Accord d'exploitation.

ARTICLE IX

(Conseil des Gouverneurs: composition et vote)

a. Le Conseil des Gouverneurs est composé:

i. d'un Gouverneur représentant chaque Signataire dont la part d'investissement n'est pas inférieure à la part minimale déterminée conformément au paragraphe b du présent article;

ii. d'un Gouverneur représentant chaque groupe de deux Signataires ou plus qui ne sont pas représentés en vertu de l'alinéa précédent, dont le total des parts d'investissement n'est pas inférieur à la part minimale déterminée conformément au paragraphe b du présent article et qui ont convenu d'être ainsi représentés;

iii. d'un Gouverneur représentant chaque groupe comprenant au moins cinq Signataires qui ne sont pas représentés en vertu des alinéas i ou ii du présent paragraphe et qui font partie de l'une des régions définies lors de la Conférence plénipotentiaire de l'Union internationale des télécommunications réunie à Montreux en 1965, quel que soit le total des parts d'investissement détenues par les Signataires qui composent le groupe. Toutefois, le nombre

de Gouverneurs appartenant à cette catégorie ne doit pas être supérieur à deux pour une région ou à cinq pour toutes les régions définies par l'Union.

b. i. Pendant la période séparant l'entrée en vigueur de l'Accord de la première session de la Réunion des Signataires, la part d'investissement minimale qui donne le droit à un Signataire ou à un groupe de Signataires d'être représenté au Conseil des Gouverneurs est égale à celle du Signataire qui occupe la treizième place sur la liste établie dans l'ordre décroissant des parts d'investissement initiales de tous les Signataires.

ii. Après la fin de la période visée à l'alinéa i du présent paragraphe, la Réunion des Signataires fixe annuellement la part d'investissement minimale qui permet à un Signataire ou à un groupe de Signataires d'être représenté au Conseil des Gouverneurs. A cet effet, la Réunion des Signataires s'efforce de maintenir à vingt environ le nombre des Gouverneurs, non compris ceux choisis conformément à l'alinéa iii du paragraphe a du présent article.

iii. Aux fins d'effectuer la détermination visée à l'alinéa ii du présent paragraphe, la Réunion des Signataires fixe la part d'investissement minimale conformément aux dispositions suivantes:

A. si le Conseil des Gouverneurs, au moment d'une telle détermination, comprend de vingt à vingt-deux Gouverneurs, la Réunion des Signataires fixe une part d'investissement minimale égale à celle que détient

le Signataire qui, sur la liste en vigueur à ce moment, occupe la place qu'occupait, sur la liste en vigueur au moment de la détermination antérieure, le Signataire choisi à cette occasion,

B. si le Conseil des Gouverneurs, au moment d'une telle détermination, comprend plus de vingt-deux Gouverneurs, la Réunion des Signataires fixe une part d'investissement minimale égale à celle que détient le Signataire qui, sur la liste en vigueur à ce moment, occupe une place au-dessus de celle qu'occupait, sur la liste en vigueur au moment de la détermination antérieure, le Signataire choisi à cette occasion,

C. si le Conseil des Gouverneurs, au moment d'une telle détermination, comprend moins de vingt Gouverneurs, la Réunion des Signataires fixe une part d'investissement minimale égale à celle que détient le Signataire qui, sur la liste en vigueur à ce moment, occupe une place au-dessous de celle qu'occupait, sur la liste en vigueur au moment de la détermination antérieure, le Signataire choisi à cette occasion.

iv. Si l'application des dispositions des sous-alinéas B ou C de l'alinéa iii du présent paragraphe paraît conduire à un nombre de Gouverneurs respectivement inférieur à vingt ou supérieur à vingt-deux, la Réunion des Signataires fixe

une part d'investissement minimale de telle sorte que dans toute la mesure du possible, le nombre des Gouverneurs soit égal à vingt.

v. Pour l'application des dispositions des alinéas iii et iv du présent paragraphe, les Gouverneurs choisis conformément à l'alinéa iii du paragraphe a du présent article n'entrent pas en ligne de compte.

vi. Pour l'application des dispositions du présent paragraphe, les parts d'investissement déterminées périodiquement conformément à l'alinéa ii du paragraphe c de l'article 6 de l'Accord d'exploitation prennent effet à compter du premier jour de la session ordinaire de la Réunion des Signataires qui suit ladite détermination.

c. Dès qu'un Signataire ou un groupe de Signataires remplit les conditions en matière de représentation visées aux alinéas i, ii ou iii du paragraphe a du présent article, il est en droit d'être représenté au sein du Conseil des Gouverneurs. En ce qui concerne tout groupe de Signataires visé à l'alinéa iii du paragraphe a du présent article, l'exercice de ce droit est sujet à réception par l'organe exécutif d'une demande écrite émanant dudit groupe, sous réserve que le nombre des groupes ainsi représentés au Conseil des Gouverneurs n'ait pas, au moment de la réception de la demande écrite, atteint les limites fixées à l'alinéa iii du paragraphe a du présent article. Si au moment de la réception d'une telle demande écrite, les limites fixées à l'alinéa iii du paragraphe a du présent article sont déjà atteintes au sein du Conseil des Gougerneurs, le groupe de Signataires peut présenter sa demande lors de la

session ordinaire de la Réunion des Signataires qui suit afin que celle-ci se prononce conformément aux dispositions du paragraphe d du présent article.

d. A la demande d'un ou plusieurs groupes de Signataires visés à l'alinéa iii du paragraphe a du présent article, la Réunion des Signataires détermine annuellement ceux de ces groupes qui seront représentés au Conseil des Gouverneurs ou continueront à l'être. A cette fin, si plus de deux groupes proviennent de la même région, telle que définie par l'Union internationale des télécommunications ou plus de cinq groupes, de toutes les régions définies par ladite Union, la Réunion des Signataires choisit en premier lieu pour chaque région définie par l'Union internationale des télécommunications le groupe ayant le total de parts d'investissement le plus élevé duquel émane une demande écrite conformément au paragraphe c du présent article. Si le nombre de groupes ainsi obtenu est inférieur à cinq, d'autres groupes sont choisis dans l'ordre décroissant du total des parts d'investissement de chaque groupe, sans dépasser les limites fixées à l'alinéa iii du paragraphe a du présent article.

e. Afin d'assurer une continuité au sein du Conseil des Gouverneurs, chaque Signataire ou groupe de Signataires représenté en vertu des alinéas i, ii et iii du paragraphe a du présent article continue à être représenté, soit individuellement, soit en tant que membre d'un tel groupe, jusqu'à la détermination qui suit, effectuée en vertu des paragraphes b ou d du présent article, sans tenir compte des changements qui peuvent intervenir dans sa part d'investissement ou dans celle dudit groupe du fait de tout réajustement des parts d'investissement. Toutefois, la

représentation d'un groupe cesse au moment où le retrait d'un ou de plusieurs Signataires dudit groupe ne permet plus à ce dernier d'être représenté au Conseil des Gouverneurs en vertu des dispositions des alinéas ii ou iii du paragraphe a du présent article.

f. Sous réserve des dispositions du paragraphe g du présent article, chaque Gouverneur a une voix pondérée correspondant à la portion de la part d'investissement du Signataire ou du groupe de Signataires qu'il représente, calculée en fonction de l'utilisation du secteur spatial d'INTELSAT à des fins de services des catégories suivantes:

i. les services publics de télécommunications internationales;

ii. les services publics de télécommunications nationales entre des régions séparées par des régions qui ne sont pas sous la juridiction de l'Etat intéressé ou entre des régions séparées par la haute mer;

iii. les services publics de télécommunications nationales entre des régions qui ne sont reliées par aucune installation terrestre à bande large et qui sont séparées par des obstacles naturels d'un caractère si exceptionnel qu'ils excluent la création viable d'installations terrestres à bande large entre ces régions, à condition que la Réunion des Signataires ait donné préalablement l'autorisation appropriée prévue à l'alinéa ii du paragraphe b de l'article III de l'Accord.

g. Aux fins d'application du paragraphe f du présent article, les dispositions suivantes sont prises en considération:

i. au cas où un Signataire bénéficie d'une réduction de sa part d'investissement conformément aux dispositions du paragraphe d de l'article 6 de l'Accord d'exploitation, la réduction s'applique proportionnellement à tous les types de son utilisation;

ii. au cas où un Signataire bénéficie d'un accroissement de sa part d'investissement conformément aux dispositions du paragraphe d de l'article 6 de l'Accord d'exploitation, l'accroissement s'applique proportionnellement à tous les types de son utilisation;

iii. au cas où un Signataire a une part d'investissement de 0,05 pour cent conformément aux dispositions du paragraphe h de l'article 6 de l'Accord d'exploitation et fait partie d'un groupe aux fins de représentation au Conseil des Gouverneurs conformément aux dispositions des alinéas ii ou iii du paragraphe a du présent article, sa part d'investissement est considérée comme étant calculée en fonction de l'utilisation du secteur spatial d'INTELSAT pour des services dont les catégories sont énumérées au paragraphe f du présent article;

iv. aucun Gouverneur ne peut utiliser plus de quarante pour cent du total des voix pondérées de tous les Signataires et groupes de Signataires représentés au Conseil des Gouverneurs. Dans la mesure où la voix pondérée d'un Gouverneur excède quarante pour cent dudit total, l'excédent

est réparti de façon égale entre les autres membres du Conseil des Gouverneurs.

h. Aux fins de fixer la composition du Conseil des Gouverneurs et de calculer la pondération des voix des Gouverneurs, les parts d'investissement déterminées conformément à l'alinéa ii du paragraphe c de l'article 6 de l'Accord d'exploitation prennent effet à compter du premier jour de la session ordinaire de la Réunion des Signataires qui suit ladite détermination.

i. Pour toute réunion du Conseil des Gouverneurs, le quorum est constitué soit par la majorité des membres du Conseil des Gouverneurs si cette majorité dispose au moins des deux tiers du total des voix pondérées de tous les Signataires et groupes de Signataires représentés au Conseil des Gouverneurs, soit par le nombre total des Gouverneurs moins trois, quel que soit le total des voix pondérées dont ces derniers disposent.

j. Le Conseil des Gouverneurs s'efforce de prendre ses décisions à l'unanimité. A défaut d'accord unanime, il décide:

i. sur toute question de fond, par un vote affirmatif émis soit par au moins quatre Gouverneurs disposant des deux tiers du total des voix pondérées de tous les Signataires et groupes de Signataires représentés au Conseil des Gouverneurs, en tenant compte de la répartition de l'excédent des voix pondérées visée à l'alinéa iv du paragraphe g du présent article, soit par un vote affirmatif émis par au moins le nombre total des Gouverneurs moins trois, quel que soit le total des voix pondérées dont ils disposent;

ii. sur toute question de procédure, par un vote affirmatif émis à la majorité simple des Gouverneurs présents et votant, chacun disposant d'une voix.

k. Tout différend sur le point de savoir si une question est de procédure ou de fond fait l'objet d'une décision du président du Conseil des Gouverneurs. Une telle décision peut être rejetée par la majorité des deux tiers des Gouverneurs présents et votant, chacun disposant d'une voix.

l. Le Conseil des Gouverneurs peut, s'il le juge utile, créer des commissions consultatives pour l'aider à remplir ses fonctions.

m. Le Conseil des Gouverneurs adopte son règlement intérieur qui prévoit le mode d'élection du président et de tous les autres membres du bureau. Nonobstant les dispositions du paragraphe j du présent article, ledit règlement peut prévoir toute procédure de vote que le Conseil des Gouverneurs juge appropriée pour l'élection des membres de son bureau.

n. La première réunion du Conseil des Gouverneurs est convoquée conformément aux dispositions du paragraphe 2 de l'Annexe à l'Accord d'exploitation. Le Conseil des Gouverneurs se réunit aussi souvent qu'il est nécessaire, mais au moins quatre fois par an.

ARTICLE X

(Conseil des Gouverneurs: fonctions)

a. Le Conseil des Gouverneurs est chargé de la conception, de la mise au point, de la construction, de la mise en place, de l'exploitation et de l'entretien du secteur spatial d'INTELSAT et, conformément au présent Accord, à l'Accord d'exploitation et à toute décision éventuellement prise à cet égard par l'Assemblée des Parties en vertu de l'article VII de l'Accord, de mener à bien toutes autres activités entreprises par INTELSAT. Afin d'assumer ces responsabilités, le Conseil des Gouverneurs a les pouvoirs et les fonctions relevant de sa compétence en vertu du présent Accord et de l'Accord d'exploitation, y compris les suivants:

i. il adopte les lignes directrices, les plans et les programmes relatifs à la conception, la mise au point, la construction, la mise en place, l'exploitation et l'entretien du secteur spatial d'INTELSAT et relatifs, le cas échéant, à toute autre activité qu'INTELSAT est autorisée à entreprendre;

ii. il adopte les procédures, règles et modalités concernant la passation des marchés conformément aux dispositions de l'article XIII de l'Accord, et approuve les marchés;

iii. il adopte, en matière financière, les lignes directrices et les états annuels et approuve les budgets;

iv. il adopte les principes généraux et les procédures relatifs à l'acquisition, la protection et la diffusion des droits

relatifs aux inventions et renseignements techniques, conformément aux dispositions de l'article 17 de l'Accord d'exploitation;

v. il formule des recommandations destinées à la Réunion des Signataires en ce qui concerne l'établissement des règles générales visées à l'alinéa v du paragraphe b de l'article VIII de l'Accord;

vi. il adopte des critères et des procédures, conformément aux règles générales qui peuvent être établies par la Réunion des Signataires, pour l'approbation des stations terriennes devant avoir accès au secteur spatial d'INTELSAT, pour la vérification et le contrôle des caractéristiques de fonctionnement des stations terriennes qui ont accès à ce secteur et pour la coordination de l'accès au secteur spatial d'INTELSAT et de l'utilisation de ce secteur en ce qui concerne lesdites stations terriennes;

vii. il adopte les conditions régissant l'attribution de la capacité du secteur spatial d'INTELSAT conformément aux règles générales qui peuvent être établies par la Réunion des Signataires;

viii. il fixe périodiquement les taux de redevance d'utilisation du secteur spatial d'INTELSAT conformément aux règles générales qui peuvent être établies par la Réunion des Signataires;

ix. il adopte toute mesure appropriée, en vertu des dispositions de l'article 5 de l'Accord d'exploitation, en ce qui concerne le relèvement de la limite visée audit article;

x. il dirige des négociations avec la Partie sur le territoire de laquelle le siège d'INTELSAT est situé, en vue de la conclusion d'un Accord de siège comportant les privilèges, exemptions et immunités visés au paragraphe c de l'article XV de l'Accord et présente ledit Accord aux fins de décision à l'Assemblée des Parties;

xi. il approuve les stations terriennes non normalisées devant avoir accès au secteur spatial d'INTELSAT, conformément aux règles générales que la Réunion des Signataires peut établir;

xii. il détermine les conditions d'accès au secteur spatial d'INTELSAT des organismes de télécommunications qui ne sont pas placés sous la juridiction d'une Partie, conformément aux règles générales établies par la Réunion des Signataires en application des dispositions de l'alinéa v du paragraphe b de l'article VIII de l'Accord et conformément aux dispositions du paragraphe d de l'article V de l'Accord;

xiii. il prend des décisions en matière de conclusion d'accords portant sur des découverts et en matière d'émission d'emprunts conformément aux dispositions de l'article 10 de l'Accord d'exploitation;

xiv. il soumet à la Réunion des Signataires un rapport annuel sur les activités d'INTELSAT ainsi que des états financiers annuels;

xv. il soumet à la Réunion des Signataires des rapports sur les programmes futurs, y compris les implications financières probables de ces derniers;

xvi. il soumet à la Réunion des Signataires des rapports et des recommandations sur toute autre question qu'il estime devoir être examinée par la Réunion des Signataires;

xvii. il fournit tout renseignement demandé par toute Partie ou tout Signataire pour permettre à ladite Partie ou audit Signataire de s'acquitter des obligations qui lui incombent en vertu du présent Accord ou de l'Accord d'exploitation;

xviii. il nomme et révoque le Secrétaire général en vertu de l'article XII et le Directeur général en vertu des articles VII, XI et XII de l'Accord;

xix. il désigne un haut fonctionnaire de l'organe exécutif pour assumer, selon le cas, les fonctions de Secrétaire général par intérim, conformément aux dispositions de l'alinéa i du paragraphe d de l'article XII ou de Directeur général par intérim, conformément aux dispositions de l'alinéa i du paragraphe d de l'article XI de l'Accord;

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xx. il détermine les effectifs, le statut et les conditions d'emploi de tout le personnel de l'organe exécutif sur recommandation du Secrétaire général ou du Directeur général;

xxi. il approuve la nomination par le Secrétaire général ou le Directeur général des hauts fonctionnaires qui relèvent directement de son autorité;

xxii. il suit la passation des contrats visés à l'alinéa ii du paragraphe c de l'article XI de l'Accord;

xxiii. il fixe les règles intérieures générales et prend des décisions, cas par cas, sur la notification à l'Union internationale des télécommunications, conformément aux règles de procédure de celle-ci, des fréquences qui doivent être utilisées pour le secteur spatial d'INTELSAT;

xxiv. il exprime à la Réunion des Signataires l'avis visé à l'alinéa ii du paragraphe b de l'article III de l'Accord;

xxv. il fait part, conformément aux dispositions du paragraphe c de l'article XIV de l'Accord, de ses vues, sous forme de recommandations et exprime son avis à l'Assemblée des Parties, conformément aux paragraphes d ou e du même article, sur les projets de mise en place, d'acquisition ou d'utilisation d'installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT;

xxvi. il adopte les mesures prévues à l'article XVI de l'Accord et à l'article 21 de l'Accord d'exploitation en cas de retrait d'un Signataire d'INTELSAT;

xxvii. il exprime ses vues et fait des recommandations au sujet des propositions d'amendements à l'Accord conformément au paragraphe b de l'article XVII de l'Accord; il propose des amendements à l'Accord d'exploitation conformément au paragraphe a de l'article 22 de l'Accord d'exploitation, exprime ses vues et fait des recommandations au sujet des propositions d'amendements à l'Accord d'exploitation conformément au paragraphe b de l'article 22 de celui-ci.

b. Conformément aux dispositions des paragraphes b et c de l'Article VI de l'Accord, le Conseil des Gouverneurs:

i. tient dûment compte des résolutions, des recommandations, et des vues qui lui sont transmises par l'Assemblée des Parties ou par la Réunion des Signataires;

ii. informe, dans ses rapports à ces organes, l'Assemblée des Parties et la Réunion des Signataires sur les mesures ou décisions prises au sujet de ces résolutions, recommandations et vues en exposant les motifs de ces mesures ou décisions.

ARTICLE XI

(Directeur général)

a. L'organe exécutif est dirigé par le Directeur général et sa structure est mise en place six ans au plus tard après l'entrée en vigueur de l'Accord.

b. i. Le Directeur général est le fonctionnaire de rang le plus élevé du personnel et le représentant légal d'INTELSAT; il est directement responsable devant le Conseil des Gouverneurs de l'exécution de toutes les fonctions de gestion.

ii. Le Directeur général agit conformément aux principes directeurs et aux instructions du Conseil des Gouverneurs.

iii. Le Directeur général est nommé par le Conseil des Gouverneurs, sous réserve de la confirmation de l'Assemblée des Parties. Il peut être relevé de ses fonctions par décision motivée du Conseil des Gouverneurs agissant de sa propre autorité.

iv. Les considérations principales qui doivent entrer en ligne de compte pour la nomination du Directeur général et le recrutement des autres membres du personnel de l'organe exécutif doivent être de nature à assurer les normes les plus élevées d'intégrité, de compétence et d'efficacité. Le Directeur général et les autres membres du personnel de l'organe exécutif doivent s'abstenir de tout acte incompatible avec leurs responsabilités envers INTELSAT.

c. i. Les dispositions définitives relatives à la gestion doivent être compatibles avec les buts et les objectifs fondamentaux d'INTELSAT, ainsi qu'avec son caractère

international et l'obligation qui lui incombe de fournir, sur une base commerciale, des services de télécommunications de haute qualité et de grande fiabilité.

ii. Le Directeur général confie par contrat, pour le compte d'INTELSAT, à un ou plusieurs organismes compétents, des fonctions techniques et d'exploitation, dans toute la mesure du possible en tenant compte des coûts et de façon compatible avec les normes de compétence, de rendement et d'efficacité. Ces organismes peuvent être de diverses nationalités ou avoir la forme d'une société internationale appartenant à INTELSAT et placée sous son contrôle. Ces contrats sont négociés, conclus et gérés par le Directeur général.

d. i. Le Conseil des Gouverneurs désigne un haut fonctionnaire de l'organe exécutif pour assumer les fonctions de Directeur général par intérim lorsque le Directeur général est absent, empêché de remplir ses fonctions ou lorsque son poste devient vacant. Le Directeur général par intérim détient les compétences attribuées au Directeur général en vertu du présent Accord et de l'Accord d'exploitation. En cas de vacance, le Directeur général par intérim assume ses fonctions jusqu'à l'entrée en fonctions d'un Directeur général nommé et confirmé, dans les meilleurs délais, conformément à l'alinéa iii du paragraphe b du présent article.

ii. Le Directeur général peut accorder à d'autres fonctionnaires de l'organe exécutif les délégations de pouvoirs nécessaires pour répondre aux exigences du moment.

ARTICLE XII

(Gestion pendant la période transitoire et Secrétaire général)

a. Dès l'entrée en vigueur de l'Accord, le Conseil des Gouverneurs adopte, en priorité, les mesures suivantes:

i. il nomme le Secrétaire général et autorise le recrutement du personnel nécessaire pour le seconder;

ii. il prépare le contrat relatif aux services de gestion visé au paragraphe e du présent article;

iii. il fait entreprendre l'étude concernant les dispositions définitives relatives à la gestion, visée au paragraphe f du présent article.

b. Le Secrétaire général est le représentant légal d'INTELSAT jusqu'à ce que le premier Directeur général assume ses fonctions. Conformément aux principes directeurs et aux instructions du Conseil des Gouverneurs, le Secrétaire général a la responsabilité de tous les services de gestion à l'exception de ceux qui sont prévus par le contrat relatif aux services de gestion, conclu en application du paragraphe e du présent article, y compris ceux mentionnés à l'Annexe A de l'Accord. Le Secrétaire général tient le Conseil des Gouverneurs pleinement au courant de l'exécution des services de gestion par le contractant conformément à son contrat. Dans toute la mesure du possible, le Secrétaire général doit être présent ou représenté, sans toutefois y participer, aux négociations des contrats importants, conduites pour le compte d'INTELSAT par le contractant chargé des services de gestion.

A cette fin, le Conseil des Gouverneurs peut autoriser le recrutement par l'organe exécutif d'un personnel limité qualifié, sur le plan technique, pour seconder le Secrétaire général. Le Secrétaire général ne doit pas s'interposer entre le Conseil des Gouverneurs et le contractant chargé des services de gestion ni exercer de contrôle sur ledit contractant.

c. Les considérations principales qui doivent entrer en ligne de compte pour la nomination du Secrétaire général et le recrutement des autres membres du personnel de l'organe exécutif doivent être de nature à assurer les normes les plus élevées d'intégrité, de compétence et d'efficacité. Le Secrétaire général et les autres membres du personnel de l'organe exécutif doivent s'abstenir de tout acte incompatible avec leurs responsabilités envers INTELSAT. Le Secrétaire général peut être, par décision motivée, relevé de ses fonctions par le Conseil des Gouverneurs. Le poste de Secrétaire général est supprimé lors de l'entrée en fonctions du premier Directeur général.

d. i. Le Conseil des Gouverneurs désigne un haut fonctionnaire de l'organe exécutif pour assumer les fonctions de Secrétaire général par intérim lorsque le Secrétaire général est absent, empêché de remplir ses fonctions ou lorsque son poste devient vacant. Le Secrétaire général par intérim détient les compétences attribuées au Secrétaire général en vertu du présent Accord et de l'Accord d'exploitation. En cas de vacance, le Secrétaire général par intérim assume ses fonctions jusqu'à l'entrée en fonctions d'un Secrétaire général nommé par le Conseil des Gouverneurs dans les meilleurs délais.

ii. Le Secrétaire général peut accorder à d'autres fonctionnaires de l'organe exécutif les délégations de pouvoirs nécessaires pour répondre aux exigences du moment.

e. Le contrat, visé à l'alinéa ii du paragraphe a du présent article, est conclu entre la "Communications Satellite Corporation", dénommée dans le présent Accord le contractant chargé des services de gestion, et INTELSAT; il porte sur l'exécution, pendant une période se terminant à la fin de la sixième année qui suit la date d'entrée en vigueur de l'Accord, de services de gestion technique et d'exploitation pour le compte d'INTELSAT, ainsi que prévu à l'Annexe B de l'Accord et conformément aux directives énoncées dans ladite Annexe. Ledit contrat contient des dispositions en vertu desquelles le contractant chargé des services de gestion:

i. agit conformément aux principes directeurs et aux instructions pertinentes du Conseil des Gouverneurs;

ii. est responsable devant le Conseil des Gouverneurs jusqu'à ce que le premier Directeur général entre en fonctions et, ultérieurement, par l'intermédiaire du Directeur général;

iii. fournit au Secrétaire général tous les renseignements nécessaires pour permettre à celui-ci de tenir le Conseil des Gouverneurs au courant de l'exécution des services de gestion par le contractant et pour permettre au Secrétaire général d'être présent ou représenté, sans toutefois y participer, aux négociations de contrats importants, conduites pour le compte d'INTELSAT par le contractant chargé des services de gestion.

Le contractant chargé des services de gestion négocie, attribue, amende et gère les contrats pour le compte d'INTELSAT dans le domaine de ses responsabilités conformément aux dispositions du contrat relatif aux services de gestion ou à des autorisations accordées par le Conseil des Gouverneurs. En vertu du pouvoir conféré par le contrat relatif aux services de gestion, ou sur autorisation du Conseil des Gouverneurs, le contractant chargé des services de gestion signe des contrats pour le compte d'INTELSAT dans le domaine de ses responsabilités. Tous autres contrats sont signés par le Secrétaire général.

f. L'étude visée à l'alinéa iii du paragraphe a du présent article est entreprise dès que possible et, en tout cas, au plus tard un an après l'entrée en vigueur du présent Accord. Elle est effectuée par le Conseil des Gouverneurs et a pour but de fournir les renseignements nécessaires à l'établissement de dispositions définitives relatives à la gestion de nature à assurer le meilleur rendement et la plus grande efficacité et compatibles avec les dispositions de l'article XI de l'Accord. L'étude doit notamment tenir dûment compte:

i. des principes énoncés à l'alinéa i du paragraphe c de l'article XI et des lignes de conduite formulées à l'alinéa ii du paragraphe c de l'article XI de l'Accord;

ii. de l'expérience acquise pendant la période d'application, d'une part, de l'Accord provisoire et, d'autre part, des dispositions relatives à la gestion pendant la période transitoire prévues au présent article;

iii. de l'organisation et des procédures adoptées par les organismes de télécommunications dans le monde en ce qui concerne particulièrement l'application des principes directeurs à la gestion ainsi que l'efficacité de la gestion;

iv. de renseignements analogues à ceux visés à l'alinéa précédent, sur les entreprises multinationales visant à mettre en oeuvre des techniques perfectionnées;

v. des rapports d'au moins trois experts-conseils en gestion, choisis dans différentes régions du monde.

g. Quatre ans au plus tard après l'entrée en vigueur de l'Accord, le Conseil des Gouverneurs soumet à l'Assemblée des Parties un rapport complet et détaillé qui présente les résultats de l'étude visée à l'alinéa iii du paragraphe a du présent article et dans lequel figurent les recommandations du Conseil des Gouverneurs concernant la structure de l'organe exécutif. Il transmet également des exemplaires de ce rapport, dès sa parution, à la Réunion des Signataires ainsi qu'à toutes les Parties et à tous les Signataires.

h. Cinq ans au plus tard après l'entrée en vigueur de l'Accord, l'Assemblée des Parties, après avoir examiné le rapport du Conseil des Gouverneurs visé au paragraphe g du présent article et pris connaissance de toutes vues exprimées par la Réunion des Signataires au sujet dudit rapport, adopte la structure de l'organe exécutif, laquelle doit être compatible avec les dispositions de l'article XI de l'Accord.

i. Le Directeur général entre en fonctions à celle des deux échéances suivantes qui survient la première, soit un an avant l'expiration du contrat de services de gestion visé à l'alinéa ii du paragraphe a du présent article, soit le 31 décembre 1976. Le Conseil des Gouverneurs nomme le Directeur général et l'Assemblée des Parties confirme ladite nomination en temps voulu pour que le Directeur général entre en fonctions conformément au présent paragraphe. Dès son entrée en fonctions, le Directeur général est responsable de tous les services de gestion, y compris l'exécution des fonctions qui étaient exercées jusqu'à cette date par le Secrétaire général, et du contrôle des services exécutés par le contractant chargé des services de gestion.

j. Le Directeur général, agissant en vertu des principes directeurs et des instructions pertinentes du Conseil des Gouverneurs, prend toute mesure nécessaire pour assurer la mise en application intégrale des dispositions définitives relatives à la gestion au plus tard à la fin de la sixième année qui suit la date d'entrée en vigueur de l'Accord.

ARTICLE XIII

(Passation des marchés)

a. Sous réserve des dispositions du présent article, les biens et les prestations de services nécessaires à INTELSAT sont obtenus par attribution de contrats, à la suite d'appels d'offres internationaux publics, aux soumissionnaires qui offrent la meilleure conjugaison de qualité, de prix et de délais de livraison optimaux. Les services visés au présent article sont ceux assurés par des personnes morales.

b. S'il existe plus d'une offre répondant auxdites conditions, le contrat est attribué de manière à encourager, conformément aux intérêts d'INTELSAT, une concurrence à l'échelle mondiale.

c. Il peut y avoir dispense de recourir à la procédure des appels d'offres internationaux publics dans les cas expressément visés à l'article 16 de l'Accord d'exploitation.

ARTICLE XIV

(Droits et obligations des membres)

a. Les Parties et les Signataires exercent leurs droits et exécutent leurs obligations découlant de l'Accord d'une manière propre à respecter pleinement et à promouvoir les principes énoncés dans le Préambule et les dispositions de l'Accord.

b. Toutes les Parties et tous les Signataires doivent être autorisés à assister et à participer à toutes les conférences et réunions auxquelles ils sont en droit d'être représentés conformément aux dispositions du présent Accord et de l'Accord d'exploitation, ainsi qu'à toute autre réunion organisée par INTELSAT ou tenue sous ses auspices, conformément aux dispositions prises par INTELSAT pour ces réunions, indépendamment du lieu où elles se tiennent. L'organe exécutif veille à ce que les dispositions arrêtées avec la Partie ou le Signataire invitant pour chaque conférence ou réunion comportent une clause relative à l'admission dans le pays invitant et au séjour pour la durée de ladite conférence ou de ladite réunion des représentants de toutes les Parties et de tous les Signataires en droit d'y assister.

c. Dans la mesure où toute Partie, tout Signataire ou toute personne relevant de la juridiction d'une Partie se propose de mettre en place, d'acquérir ou d'utiliser des installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT pour répondre à ses besoins en matière de services publics de télécommunications nationales, la Partie ou le Signataire intéressé consulte avant la mise en place, l'acquisition ou l'utilisation de telles installations, le Conseil des Gouverneurs qui fait part, sous forme de recommandations, de ses vues quant à la compatibilité technique desdites installations et de leur exploitation avec l'utilisation par INTELSAT du spectre des fréquences radioélectriques et de l'espace orbital pour son secteur spatial existant ou planifié.

d. Dans la mesure où toute Partie, tout Signataire ou toute personne relevant de la juridiction d'une Partie se propose individuellement ou conjointement de mettre en place, d'acquérir ou d'utiliser des installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT pour répondre à ses besoins en matière de services publics de télécommunications internationales, la Partie ou le Signataire intéressé doit, avant la mise en place, l'acquisition ou l'utilisation de telles installations, fournir tous renseignements pertinents à l'Assemblée des Parties et la consulter, par l'intermédiaire du Conseil des Gouverneurs, afin d'assurer la compatibilité technique desdites installations et de leur exploitation avec l'utilisation par INTELSAT du spectre des fréquences radioélectriques et de l'espace orbital pour son secteur spatial, existant ou planifié ainsi que d'éviter tout préjudice économique considérable au système mondial d'INTELSAT. Après une telle consultation, l'Assemblée des Parties, tenant compte de l'avis du Conseil des Gouverneurs, fait part, sous forme de recommandations, de ses vues

quant aux considérations énoncées dans le présent paragraphe ainsi qu'à l'assurance que la fourniture ou l'utilisation desdites installations ne pourra compromettre l'établissement de liaisons directes de télécommunications entre tous les participants par le secteur spatial d'INTELSAT.

e. Dans la mesure où toute Partie, tout Signataire ou toute personne relevant de la juridiction d'une Partie se propose de mettre en place, d'acquérir ou d'utiliser des installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT pour répondre à ses besoins en matière de services de télécommunications spécialisées, nationales ou internationales, la Partie ou le Signataire intéressé doit, avant la mise en place, l'acquisition ou l'utilisation de telles installations, fournir tous renseignements pertinents à l'Assemblée des Parties par l'intermédiaire du Conseil des Gouverneurs. L'Assemblée des Parties, tenant compte de l'avis de ce dernier, fait part, sous forme de recommandations, de ses vues quant à la compatibilité technique desdites installations et de leur exploitation avec l'utilisation par INTELSAT du spectre des fréquences radioélectriques et de l'espace orbital pour son secteur spatial existant ou planifié.

f. Les recommandations de l'Assemblée des Parties ou du Conseil des Gouverneurs, visées au présent article, sont formulées dans un délai de six mois à partir de la date à laquelle la procédure prévue aux paragraphes précédents a été engagée. L'Assemblée des Parties peut être convoquée en session extraordinaire à cette fin.

g. L'Accord ne s'applique pas à la mise en place, à l'acquisition ou à l'utilisation, uniquement à des fins de sécurité nationale, d'installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT.

ARTICLE XV

(Siège d'INTELSAT, privilèges, exemptions et immunités)

a. Le siège d'INTELSAT est situé à Washington.

b. Dans le cadre des activités autorisées par l'Accord, INTELSAT et ses biens sont exonérés, par tous les Etats parties à l'Accord, de tout impôt national sur le revenu et impôt direct national sur les biens et de tous droits de douane sur les satellites de télécommunications ainsi que sur les éléments et les pièces desdits satellites qui doivent être lancés en vue de leur utilisation dans le système mondial. Chaque Partie s'engage à agir au mieux pour faire accorder, conformément à la procédure nationale applicable, toutes autres exonérations d'impôts sur les revenus et sur les biens, ainsi que des droits de douane, jugées souhaitables en gardant présent à l'esprit le caractère spécifique d'INTELSAT.

c. Toute Partie autre que la Partie sur le territoire de laquelle est situé le siège d'INTELSAT ou, suivant le cas, la Partie sur le territoire de laquelle est situé le siège d'INTELSAT, accorde, conformément au Protocole ou à l'Accord de siège visés au présent paragraphe, les privilèges, exemptions et immunités nécessaires à INTELSAT, à ses hauts fonctionnaires, aux autres catégories de son personnel spécifiées audit Protocole et audit Accord de siège, aux Parties et aux représentants de Parties, aux Signataires et aux représentants de Signataires ainsi qu'aux personnes participant aux procédures d'arbitrage. En particulier, toute Partie accorde aux personnes

visées ci-dessus dans la mesure et dans les cas qui seront prévus par l'Accord de siège et le Protocole visés au présent paragraphe, l'immunité de juridiction pour les actes accomplis, les écrits ou les propos émis dans l'exercice de leurs fonctions et dans les limites de leurs attributions. La Partie sur le territoire de laquelle est situé le siège d'INTELSAT doit, dès que possible, conclure un Accord de siège avec INTELSAT portant sur les privilèges, exemptions et immunités. Ledit Accord comportera une disposition exonérant de tout impôt national sur le revenu les sommes versées par INTELSAT, dans le territoire de ladite Partie, aux Signataires, agissant en cette qualité, à l'exception du Signataire désigné par la Partie sur le territoire de laquelle le siège est situé. Les autres Parties doivent également, dès que possible, conclure un Protocole relatif aux privilèges, exemptions et immunités. L'Accord de siège et le Protocole sont indépendants de l'Accord et chacun d'eux prévoit les conditions selon lesquelles il prend fin.

ARTICLE XVI

(Retrait)

a. i. Toute Partie ou tout Signataire peut se retirer volontairement d'INTELSAT. La Partie qui se retire notifie par écrit sa décision au Dépositaire. La décision de retrait d'un Signataire est notifiée par écrit à l'organe exécutif par la Partie qui l'a désigné et ladite notification emporte acceptation par la Partie de ladite notification de la décision de retrait.

ii. Le retrait volontaire, notifié conformément aux dispositions de l'alinéa ci-dessus, prend effet, et le présent Accord ainsi que l'Accord d'exploitation cessent d'être en vigueur à l'égard de la Partie ou du Signataire qui se retire, trois mois après la date de réception de la notification, ou, si la notification le spécifie, à la date de la détermination des parts d'investissement qui suit l'expiration desdits trois mois, conformément aux dispositions de l'alinéa ii du paragraphe c de l'article 6 de l'Accord d'exploitation.

b. i. Si une Partie paraît avoir manqué à l'une quelconque des obligations qui lui incombent aux termes de l'Accord, l'Assemblée des Parties, après avoir reçu une notification à cet effet ou agissant de sa propre initiative et après avoir examiné toute observation présentée par ladite Partie, peut décider, si elle constate qu'il y a eu

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manquement à une obligation, que la Partie est réputée s'être retirée d'INTELSAT. A partir de la date d'une telle décision, l'Accord cesse d'être en vigueur à l'égard de la Partie. L'Assemblée des Parties peut être convoquée en session extraordinaire à cette fin.

ii. Si un Signataire, agissant en cette qualité, paraît avoir manqué à l'une quelconque des obligations qui lui incombent aux termes du présent Accord ou de l'Accord d'exploitation, autres que les obligations imposées par le paragraphe a de l'article 4 de l'Accord d'exploitation, et s'il n'a pas remédié audit manquement dans les trois mois qui suivent la notification écrite qui lui est faite par l'organe exécutif d'une résolution du Conseil des Gouverneurs prenant note dudit manquement, le Conseil des Gouverneurs peut, après examen des observations présentées par le Signataire ou la Partie qui l'a désigné, suspendre les droits du Signataire défaillant et peut recommander à la Réunion des Signataires de décider qu'il est réputé s'être retiré d'INTELSAT. Si la Réunion des Signataires, après examen des observations présentées par le Signataire ou la Partie qui l'a désigné, approuve la recommandation du Conseil des Gouverneurs, le retrait du Signataire prend effet à la date de l'approbation et le présent Accord ainsi que l'Accord d'exploitation cessent d'être en vigueur à l'égard du Signataire à partir de cette date.

c. Si un Signataire s'abstient de payer toute somme dont il est redevable, conformément au paragraphe a de l'article 4 de l'Accord d'exploitation, dans les trois mois qui suivent l'échéance, les droits du Signataire en vertu du présent Accord et de l'Accord d'exploitation sont de ce fait suspendus. Si, dans les trois mois qui suivent la suspension, le Signataire n'a pas versé toutes les sommes dues ou si la Partie qui a désigné le Signataire n'a pas effectué une substitution conformément au paragraphe f du présent article, le Conseil des Gouverneurs, après examen de toute observation présentée par le Signataire ou par la Partie qui l'a désigné, peut recommander à la Réunion des Signataires de décider que le Signataire est réputé s'être retiré d'INTELSAT. La Réunion des Signataires, après examen des observations présentées par le Signataire, peut décider qu'il est réputé s'être retiré d'INTELSAT et, à la date de la décision, le présent Accord et l'Accord d'exploitation cessent d'être en vigueur à l'égard du Signataire.

d. Le retrait d'une Partie, agissant en cette qualité, entraîne le retrait simultané du Signataire désigné par la Partie, ou de la Partie en sa qualité de Signataire, selon le cas, et le présent Accord ainsi que l'Accord d'exploitation cessent d'être en vigueur à l'égard du Signataire à la date où l'Accord cesse d'être en vigueur à l'égard de la Partie qui l'a désigné.

e. Dans tout cas de retrait d'un Signataire d'INTELSAT, la Partie qui a désigné le Signataire assume la qualité de Signataire ou désigne un nouveau Signataire dont la désignation prend effet à la date du retrait, ou se retire d'INTELSAT.

f. Si, pour quelque raison que ce soit, une Partie désire se substituer au Signataire qu'elle a désigné, ou désigner un nouveau Signataire, elle doit notifier par écrit sa décision au Dépositaire; le présent Accord et l'Accord d'exploitation entrent en vigueur à l'égard du nouveau Signataire et cessent de l'être à l'égard du Signataire précédent dès que le nouveau Signataire assume toutes les obligations non satisfaites du Signataire précédent et signe l'Accord d'exploitation.

g. Dès la réception par le Dépositaire ou l'organe exécutif, selon le cas, de la notification d'une décision de retrait conformément aux dispositions de l'alinéa i du paragraphe a du présent article, la Partie qui la notifie et le Signataire qu'elle a désigné, ou le Signataire pour le compte duquel la notification est donnée, selon le cas, cessent d'avoir tout droit de représentation et de vote au sein des organes d'INTELSAT, quels qu'ils soient, et ils n'acquièrent aucune obligation ou responsabilité après la réception de la notification, sous réserve de l'obligation pour le Signataire, à moins que le Conseil des Gouverneurs n'en décide autrement conformément aux dispositions du paragraphe d de l'article 21 de l'Accord d'exploitation, de verser sa part des contributions en capital nécessaires pour faire face à la fois aux engagements contractuels expressément autorisés avant la réception de la notification et aux responsabilités découlant d'actes ou d'omissions qui ont précédé ladite réception.

h. Pendant la période de suspension des droits d'un Signataire en vertu de l'alinéa ii du paragraphe b ou du paragraphe c du présent

article, le Signataire continue d'assumer toute obligation et responsabilité d'un Signataire découlant du présent Accord et de l'Accord d'exploitation.

i. Si la Réunion des Signataires décide, en vertu de l'alinéa ii du paragraphe b ou du paragraphe c du présent article, de ne pas approuver la recommandation du Conseil des Gouverneurs selon laquelle le Signataire est réputé s'être retiré d'INTELSAT, la suspension est levée dès la date de cette décision et le Signataire bénéficie aussitôt de tous les droits prévus au présent Accord et à l'Accord d'exploitation, sous réserve que lorsqu'un Signataire est suspendu conformément aux dispositions du paragraphe c du présent article, la suspension n'est levée que lorsque le Signataire a versé les sommes dont il est redevable en vertu des dispositions du paragraphe a de l'article 4 de l'Accord d'exploitation.

j. Si la Réunion des Signataires approuve la recommandation du Conseil des Gouverneurs visée à l'alinéa ii du paragraphe b ou au paragraphe c du présent article selon laquelle un Signataire est réputé s'être retiré d'INTELSAT, le Signataire n'assume aucune obligation ou responsabilité après ladite approbation, sous réserve de l'obligation qui revient au Signataire, à moins que le Conseil des Gouverneurs n'en décide autrement conformément aux dispositions du paragraphe d de l'article 21 de l'Accord d'exploitation, de verser sa part des contributions en capital nécessaires pour faire face à la fois aux engagements contractuels expressément autorisés avant ladite approbation et aux responsabilités découlant d'actes ou d'omissions qui ont précédé celle-ci.

k. Si l'Assemblée des Parties décide, en vertu de l'alinéa i du paragraphe b du présent article, qu'une Partie est réputée s'être retirée d'INTELSAT, la Partie, en sa qualité de Signataire ou le Signataire qu'elle a désigné, selon le cas, n'assume aucune obligation ou responsabilité après la décision, sous réserve de l'obligation pour la Partie, en sa qualité de Signataire ou pour le Signataire qu'elle a désigné, selon le cas, de verser, à moins que le Conseil des Gouverneurs n'en décide autrement conformément aux dispositions du paragraphe d de l'article 21 de l'Accord d'exploitation, sa part des contributions en capital nécessaires pour faire face à la fois aux engagements contractuels expressément autorisés avant ladite décision et aux responsabilités découlant d'actes ou d'omissions qui ont précédé celle-ci.

l. Tout règlement financier entre INTELSAT et un Signataire à l'égard duquel le présent Accord et l'Accord d'exploitation ont cessé d'être en vigueur, sauf dans le cas d'une substitution conformément aux dispositions du paragraphe f du présent article, doit être effectué conformément aux dispositions stipulées à l'article 21 de l'Accord d'exploitation.

m. i. La notification de la décision de retrait d'une Partie en vertu des dispositions de l'alinéa i du paragraphe a du présent article est transmise par le Dépositaire à toutes les Parties et à l'organe exécutif, lequel la transmet à tous les Signataires.

ii. Si l'Assemblée des Parties décide qu'une Partie est réputée s'être retirée d'INTELSAT conformément aux dispositions de l'alinéa i du paragraphe b du présent article, l'organe exécutif en avise tous les Signataires et le Dépositaire, lequel transmet la notification à toutes les Parties.

iii. La notification de la décision d'un Signataire de se retirer conformément aux dispositions de l'alinéa i du paragraphe a du présent article, ou du retrait d'un Signataire conformément aux dispositions de l'alinéa ii du paragraphe b ou des paragraphes c ou d du présent article, est transmise par l'organe exécutif à tous les Signataires et au Dépositaire, lequel la transmet à toutes les Parties.

iv. La suspension d'un Signataire, conformément aux dispositions de l'alinéa ii du paragraphe b ou du paragraphe c du présent article, est notifiée par l'organe exécutif à tous les Signataires et au Dépositaire, lequel la notifie à toutes les Parties.

v. Le remplacement d'un Signataire, conformément aux dispositions du paragraphe f du présent article, est notifié par le Dépositaire à toutes les Parties et à l'organe exécutif, lequel le notifie à tous les Signataires.

n. Aucune Partie ou aucun Signataire désigné par celle-ci n'est tenu de se retirer d'INTELSAT en conséquence directe de toute modification du statut de cette Partie vis-à-vis de l'Union internationale des télécommunications.

ARTICLE XVII

(Amendements)

a. Toute Partie peut proposer des amendements au présent Accord. Les propositions d'amendements sont transmises à l'organe exécutif qui les distribue dans les meilleurs délais à toutes les Parties et à tous les Signataires.

b. L'Assemblée des Parties examine toute proposition d'amendement lors de la session ordinaire qui suit la distribution de la proposition par l'organe exécutif ou lors d'une session extraordinaire convoquée antérieurement conformément aux dispositions de l'article VII de l'Accord, sous réserve que la proposition d'amendement soit distribuée par l'organe exécutif quatre-vingt-dix jours au moins avant la date d'ouverture de la session. L'Assemblée des Parties examine toutes vues et recommandations concernant une proposition d'amendement qui lui sont transmises par la Réunion des Signataires ou le Conseil des Gouverneurs.

c. L'Assemblée des Parties prend une décision sur toute proposition d'amendement selon les règles de quorum et de vote prévues à l'article VII de l'Accord. Elle peut modifier toute proposition d'amendement distribuée conformément au paragraphe b du présent article, et prendre une décision sur toute proposition d'amendement qui n'a pas été distribuée en conformité avec ledit paragraphe mais resultant directement d'une proposition d'amendement ainsi distribuée.

d. Un amendement approuvé par l'Assemblée des Parties entre en vigueur conformément aux dispositions du paragraphe e du présent article après réception par le Dépositaire de la notification d'approbation, d'acceptation ou de ratification de l'amendement:

i. soit par les deux tiers des Etats qui étaient Parties à la date à laquelle l'amendement a été approuvé par l'Assemblée des Parties, à condition que lesdits deux tiers comprennent des Parties qui détenaient, ou des Parties dont les Signataires qu'elles ont désignés détenaient alors au moins les deux tiers du total des parts d'investissement;

ii. soit par un nombre d'Etats égal ou supérieur à quatre-vingt cinq pour cent du total des Etats qui étaient Parties à la date à laquelle l'amendement a été approuvé par l'Assemblée des Parties, quel que soit le montant des parts d'investissement qui étaient alors détenues par lesdites Parties ou les Signataires désignés par elles.

e. Le Dépositaire notifie à toutes les Parties, dès leur réception, les acceptations, les approbations ou les ratifications requises en vertu du paragraphe d du présent article pour l'entrée en vigueur d'un amendement. Quatre-vingt-dix jours après la date de cette notification, ledit amendement entre en vigueur à l'égard de toutes les Parties y compris celles qui ne l'ont pas accepté, approuvé, ou ratifié, et qui ne se sont pas retirées d'INTELSAT.

f. Nonobstant les dispositions précédentes des paragraphes d et e du présent article, aucun amendement n'entre en vigueur moins de huit mois ou plus de dix-huit mois après la date de son approbation par l'Assemblée des Parties.

ARTICLE XVIII

(Règlement des différends)

a. Tout différend d'ordre juridique entre des Parties ou entre INTELSAT et une ou plusieurs Parties et relatif aux droits et obligations découlant de l'Accord ou relatif aux obligations contractées par les Parties en vertu du paragraphe c de l'article 14 ou du paragraphe c de l'article 15 de l'Accord d'exploitation, doit, s'il n'a pu être résolu autrement dans un délai raisonnable, être soumis à l'arbitrage conformément aux dispositions de l'Annexe C de l'Accord. Tout différend d'ordre juridique relatif aux droits et obligations découlant du présent Accord ou de l'Accord d'exploitation entre une ou plusieurs Parties et un ou plusieurs Signataires peut être soumis à l'arbitrage conformément aux dispositions de l'Annexe C de l'Accord, si la Partie ou les Parties et le Signataire ou les Signataires intéressés y consentent.

b. Tout différend d'ordre juridique relatif aux droits et obligations découlant de l'Accord ou relatif aux obligations contractées par des Parties en vertu du paragraphe c de l'article 14 ou du paragraphe c de l'article 15 de l'Accord d'exploitation, survenu entre une Partie et un Etat qui a cessé d'être Partie, ou entre INTELSAT et un Etat qui a cessé d'être Partie, et qui se produit après que l'Etat a cessé d'être Partie, doit être soumis à l'arbitrage, s'il n'a pu être résolu autrement dans un délai raisonnable. Cet arbitrage a lieu conformément aux dispositions de l'Annexe C de l'Accord, si l'Etat qui a cessé d'être Partie y consent. Si un Etat cesse d'être Partie ou si un Etat ou

l'organisme de télécommunications désigné par un Etat cesse d'être Signataire après la soumission à l'arbitrage d'un différend d'ordre juridique auquel il participait conformément au paragraphe a du présent article, la procédure arbitrale se poursuit jusqu'à sa conclusion.

c. Tout différend d'ordre juridique découlant d'accords entre INTELSAT et une Partie, quelle qu'elle soit, est soumis aux dispositions sur le règlement des différends contenues dans lesdits accords. En l'absence de telles dispositions, ces différends, s'ils ne sont pas résolus autrement, peuvent être soumis à l'arbitrage conformément aux dispositions de l'Annexe C de l'Accord si les parties au différend y consentent.

ARTICLE XIX

(Signature)

a. Le présent Accord est ouvert à la signature, à Washington du 20 août 1971, jusqu'à son entrée en vigueur ou jusqu'à l'expiration d'un délai de neuf mois selon que l'une ou l'autre période sera la première à échoir:

i. du gouvernement de tout Etat partie à l'Accord provisoire;

ii. du gouvernement de tout autre Etat membre de l'Union internationale des télécommunications.

b. Tout gouvernement qui signe le présent Accord peut le faire sans que sa signature soit soumise à ratification, acceptation ou approbation ou en accompagnant sa signature d'une déclaration indiquant qu'elle est soumise à ratification, acceptation ou approbation.

c. Tout Etat visé au paragraphe a du présent article peut adhérer au présent Accord après qu'il aura cessé d'être ouvert à la signature.

d. Aucune réserve ne peut être faite au présent Accord.

ARTICLE XX

(Entrée en vigueur)

a. Le présent Accord entre en vigueur soixante jours après la date à laquelle il a été signé, sans réserve de ratification, d'acceptation ou d'approbation ou soixante jours après la date à laquelle l'ont ratifié, accepté, approuvé ou y ont adhéré les deux tiers des Etats qui étaient parties à l'Accord provisoire lorsque le présent Accord a été ouvert à la signature pourvu que:

i. dans ces deux tiers soient comprises des parties qui détenaient, ou des parties dont les signataires désignés par elles aux fins de l'Accord spécial détenaient au moins deux tiers des quotes-parts en vertu de l'Accord spécial;

ii. lesdites parties ou les organismes de télécommunications désignés par elles aient en outre signé l'Accord d'exploitation.

Dès le début de la période de soixante jours, les dispositions du paragraphe 2 de l'Annexe à l'Accord d'exploitation entrent en vigueur aux fins d'application des dispositions prévues audit paragraphe. Nonobstant les dispositions ci-dessus, l'Accord n'entre en vigueur en aucun cas moins de huit mois ou plus de dix-huit mois après la date à laquelle il a été ouvert à la signature.

b. Lorsqu'un instrument de ratification, d'acceptation, d'approbation ou d'adhésion est déposé par un Etat après la date d'entrée en vigueur de l'Accord conformément aux dispositions du paragraphe a du présent article, l'Accord entre en vigueur à l'égard de cet Etat à la date du dépôt.

c. Dès son entrée en vigueur conformément aux dispositions du paragraphe a du présent article, l'Accord peut être appliqué à titre provisoire à l'égard de tout Etat dont le gouvernement l'a signé sous réserve de ratification, d'acceptation ou d'approbation s'il en fait la demande au moment de la signature ou ensuite à tout moment avant l'entrée en vigueur de l'Accord. L'application à titre provisoire cesse:

i. soit lors du dépôt d'un instrument de ratification, d'acceptation ou d'approbation de l'Accord par le gouvernement;

ii. soit à l'expiration de la période de deux ans qui suit la date d'entrée en vigueur de l'Accord, si celui-ci n'a pas été ratifié, accepté ou approuvé par le gouvernement;

iii. soit dès notification par le gouvernement, avant l'expiration de la période mentionnée à l'alinéa ii de ce paragraphe, de sa décision de ne pas ratifier, accepter ou approuver l'Accord.

Si l'application à titre provisoire cesse en vertu de l'alinéa ii ou de l'alinéa iii du présent paragraphe, les dispositions des paragraphes g et l de l'article XVI de l'Accord régissent les droits et obligations de la Partie et du Signataire qu'elle a désigné.

d. Nonobstant toute autre disposition du présent article, l'Accord n'entrera en vigueur à l'égard d'aucun Etat et ne sera appliqué à titre provisoire à l'égard d'aucun Etat tant que le gouvernement de cet Etat, ou l'organisme de télécommunications qu'il a désigné conformément à l'Accord n'aura pas signé l'Accord d'exploitation.

e. Lors de son entrée en vigueur, l'Accord remplace l'Accord provisoire et y met fin.

ARTICLE XXI

(Dispositions diverses)

a. Les langues officielles et de travail d'INTELSAT sont l'anglais, l'espagnol et le français.

b. Le règlement intérieur de l'organe exécutif doit prévoir la distribution rapide à toutes les Parties et à tous les Signataires des exemplaires de tous documents d'INTELSAT conformément à leurs demandes.

c. Conformément aux dispositions de la Résolution 1721 (XVI) de l'Assemblée générale des Nations Unies, l'organe exécutif adresse à titre d'information au Secrétaire général des Nations Unies et aux institutions spécialisées intéressées un rapport annuel sur les activités d'INTELSAT.

ARTICLE XXII

(Dépositaire)

a. Le Gouvernement des Etats-Unis d'Amérique est le Dépositaire de l'Accord, auprès duquel sont déposés les déclarations au titre du paragraphe b de l'article XIX de l'Accord, les instruments de ratification, d'acceptation, d'approbation ou d'adhésion, les demandes d'application à titre provisoire, ainsi que les notifications de ratification, d'acceptation ou d'approbation des amendements, des décisions de retrait d'INTELSAT ou des décisions de mettre fin à l'application à titre provisoire de l'Accord.

b. Le présent Accord, dont les textes anglais, espagnol et français font également foi, sera déposé dans les archives du Dépositaire. Celui-ci transmettra des copies certifiées conformes du texte du présent Accord à tous les Gouvernements qui l'auront signé ou qui auront déposé leurs instruments d'adhésion, ainsi qu'à l'Union internationale des télécommunications, et notifiera à tous ces Gouvernements ainsi qu'à l'Union internationale des télécommunications les signatures, les déclarations au titre du paragraphe b de l'article XIX de l'Accord, le dépôt des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, les demandes d'application à titre provisoire, le début de la période de soixante jours visée au paragraphe a de l'article XX de l'Accord, l'entrée en vigueur de l'Accord, les notifications de ratification, d'acceptation ou d'approbation des amendements, l'entrée en vigueur des amendements, les décisions de retrait d'INTELSAT, les retraits, ainsi que les

décisions de mettre fin à l'application à titre provisoire de l'Accord. La notification du début de la période de soixante jours est faite le premier jour de cette période.

c. Lors de l'entrée en vigueur de l'Accord, le Dépositaire fait enregistrer celui-ci auprès du Secrétariat des Nations Unies conformément à l'Article 102 de la Charte des Nations Unies.

EN FOI DE QUOI les Plénipotentiaires respectifs, réunis à Washington, ayant présenté leurs pleins pouvoirs reconnus en bonne et due forme, ont signé le présent Accord.

FAIT à Washington le 20ème jour du mois d'août mil neuf cent soixante et onze.

ANNEXE A

FONCTIONS DU SECRETAIRE GENERAL

En vertu du paragraphe b de l'article XII de l'Accord, le Secrétaire général exerce notamment les fonctions suivantes:

1. il tient à jour les prévisions de trafic d'INTELSAT sur la base des données qui lui sont fournies et convoque des réunions périodiques régionales afin d'estimer les demandes de trafic;

2. il approuve les demandes d'accès au secteur spatial d'INTELSAT des stations terriennes normalisées, fait rapport au Conseil des Gouverneurs au sujet des demandes d'accès au secteur spatial des stations terriennes non normalisées; il tient à jour les renseignements relatifs aux dates d'entrée en service des stations terriennes existantes et prévues;

3. il tient à jour des dossiers, sur la base des rapports soumis par les Signataires, les autres propriétaires des stations terriennes et le contractant chargé des services de gestion, relatifs aux possibilités et aux limitations techniques et opérationnelles de toutes les stations terriennes existantes et prévues;

4. il tient un bureau de documentation sur les assignations de fréquences aux usagers; il prend toutes dispositions en vue de la notification des fréquences à l'Union internationale des télécommunications;

5. il prépare les budgets comportant les dépenses en capital et les dépenses courantes ainsi que les estimations des recettes nécessaires, sur la base des hypothèses en matière de planification approuvées par le Conseil des Gouverneurs;

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6. il recommande au Conseil des Gouverneurs les taux de redevance pour l'utilisation du secteur spatial d'INTELSAT;

7. il recommande les règles et pratiques comptables au Conseil des Gouverneurs;

8. il tient des registres de comptabilité qu'il soumet à vérification ainsi que requis par le Conseil des Gouverneurs;il prépare des états financiers mensuels et annuels;

9. il calcule les parts d'investissement des Signataires; il établit les factures des Signataires en ce qui concerne les contributions en capital et celles des usagers pour l'utilisation du secteur spatial d'INTELSAT; il perçoit les paiements en espèces au nom d'INTELSAT; il distribue les recettes et effectue tous autres déboursements en espèces au profit des Signataires au nom d'INTELSAT;

10. il informe le Conseil des Gouverneurs des retards des Signataires dans le paiement de leurs contributions en capital et des retards des usagers dans leurs paiements pour l'utilisation du secteur spatial d'INTELSAT;

11. il approuve et paye les factures soumises à INTELSAT consécutives à des achats autorisés et à des contrats conclus par l'organe exécutif; il rembourse au contractant chargé des services de gestion les dépenses encourues en ce qui concerne les achats effectués et les contrats conclus pour le compte d'INTELSAT et autorisés par le Conseil des Gouverneurs;

12. il gère les programmes de prestations sociales destinées au personnel d'INTELSAT et paye les salaires ainsi que les remboursements de frais justifiés destinés au personnel d'INTELSAT;

13. il investit ou dépose les fonds disponibles, et prélève les sommes nécessaires sur ces investissements ou ces dépôts pour faire face aux obligations d'INTELSAT;

14. il tient la comptabilité relative aux biens d'INTELSAT et à leurs amortissements; il prend toutes dispositions avec le contractant chargé des services de gestion et les Signataires intéressés afin de dresser les inventaires utiles des biens d'INTELSAT;

15. il fait des recommandations sur les modalités et conditions des accords d'attribution aux fins d'utilisation du secteur spatial d'INTELSAT;

16. il fait des recommandations sur les programmes d'assurances pour la couverture des risques relatifs aux biens d'INTELSAT et, sur autorisation du Conseil des Gouverneurs, prend toutes dispositions afin d'obtenir la couverture nécessaire;

17. aux fins d'application du paragraphe d de l'article XIV de l'Accord, il analyse les effets économiques probables qu'auraient sur INTELSAT toutes installations de secteur spatial distinctes de celles du secteur spatial d'INTELSAT et fait rapport au Conseil des Gouverneurs à ce sujet;

18. il prépare l'ordre du jour provisoire des réunions de l'Assemblée des Parties, de la Réunion des Signataires, du Conseil des Gouverneurs et de leurs comités consultatifs; il prépare les comptes rendus analytiques provisoires de ces réunions; il aide les présidents des comités consultatifs à préparer leurs ordres du jour, leurs dossiers et leurs rapports à l'Assemblée des Parties, à la Réunion des Signataires et au Conseil des Gouverneurs;

19. il prend toutes dispositions en vue d'assurer les services d'interprétation et de traduction, ainsi que la reproduction et la distribution des documents et la préparation des comptes rendus sténographiques des séances, selon les besoins;

20. il tient un répertoire des décisions prises par l'Assemblée des Parties, la Réunion des Signataires et le Conseil des Gouverneurs; il prépare les rapports et la correspondance ayant trait aux décisions prises au cours des réunions de l'Assemblée des Parties, de la Réunion des Signataires et du Conseil des Gouverneurs;

21. il contribue à l'interprétation des règlements intérieurs de l'Assemblée des Parties, de la Réunion des Signataires et du Conseil des Gouverneurs, ainsi qu'à l'interprétation du mandat des comités consultatifs;

22. il prend toutes dispositions en vue des réunions de l'Assemblée des Parties, de la Réunion des Signataires, du Conseil des Gouverneurs et des comités consultatifs;

23. il fait des recommandations sur les procédures et les règles relatives à la conclusion de contrats et aux achats effectués au nom d'INTELSAT;

24. il tient le Conseil des Gouverneurs informé de l'accomplissement des obligations des contractants, y compris celles incombant au contractant chargé des services de gestion;

25. il établit et tient à jour une liste internationale de soumissionnaires pour toutes les acquisitions d'INTELSAT;

26. il négocie, conclut et gère les contrats nécessaires pour permettre au Secrétaire général d'exécuter les fonctions qui lui sont attribuées,

y compris les contrats prévoyant l'assistance à obtenir d'autres organismes afin de remplir les fonctions ainsi attribuées;

27. il prend toutes dispositions en vue de procurer à INTELSAT les conseils juridiques que peuvent exiger les fonctions du Secrétaire général,

28. il assure les services d'information publique appropriés;

29. il prend toutes dispositions pour la convocation de conférences en vue de la négociation du Protocole sur les privilèges, exemptions et immunités visé au paragraphe c de l'article XV de l'Accord.

ANNEXE B

FONCTIONS DU CONTRACTANT CHARGE DES SERVICES DE GESTION
ET DIRECTIVES AU SUJET DU CONTRAT RELATIF AUX SERVICES DE GESTION

1. En vertu de l'article XII de l'Accord, le contractant chargé des services de gestion exerce les fonctions suivantes:

a. il recommande au Conseil des Gouverneurs des programmes de recherche et de mise au point directement liés aux objectifs d'INTELSAT;

b. en vertu de l'autorisation du Conseil des Gouverneurs:

i. il entreprend des études, des recherches et des travaux de mise au point, directement ou en passant des contrats avec d'autres organismes ou d'autres personnes,

ii. il entreprend des études de systèmes dans les domaines technique, économique et en matière de rationalisation des coûts,

iii. il effectue des essais de simulation de systèmes et évalue les systèmes,

iv il étudie les demandes potentielles de nouveaux services de télécommunications par satellites et établit des prévisions à cet effet;

c il tient le Conseil des Gouverneurs informé de la nécessité d'acquérir des installations pour le secteur spatial d'INTELSAT;

d. en vertu de l'autorisation du Conseil des Gouverneurs, il prépare et distribue les appels d'offres, y compris les spécifications pour l'acquisition d'installations pour le secteur spatial,

e. il évalue toutes les propositions présentées à la suite d'appels d'offres et fait des recommandations au Conseil des Gouverneurs au sujet de ces propositions;

f. en application des règles régissant la passation des marchés et conformément aux décisions du Conseil des Gouverneurs:

i. il négocie, passe, amende et gère tous les contrats au nom d'INTELSAT pour des secteurs spatiaux,

ii. il prend toutes dispositions pour assurer les services de lancement et les activités d'appui nécessaires et coopère aux lancements,

iii. il prend les dispositions nécessaires afin de souscrire des contrats d'assurances couvrant le secteur spatial d'INTELSAT ainsi que l'équipement destiné au lancement ou aux services de lancement,

iv. il assure ou fait assurer les services de poursuite, de télémesure, de télécommande et de contrôle des satellites de télécommunications, y compris la coordination des efforts des Signataires et des autres propriétaires de stations terriennes participant à la fourniture de ces services pour la mise en position, les manoeuvres et les essais des satellites,

v. il assure ou fait assurer les services de surveillance des caractéristiques de rendement des satellites, des défaillances, de l'efficacité, ainsi que la surveillance de la puissance des satellites et des fréquences utilisées

par les stations terriennes, y compris la coordination des efforts des Signataires et des autres propriétaires de stations terriennes participant à la fourniture de ces services;

g. il recommande au Conseil des Gouverneurs les fréquences devant être utilisées pour le secteur spatial d'INTELSAT ainsi que les plans d'emplacement des satellites de télécommunications;

h. il exploite le Centre d'exploitation d'INTELSAT et le Centre de contrôle technique d'engins spatiaux;

i. il recommande au Conseil des Gouverneurs les caractéristiques de rendement tant obligatoires que non obligatoires pour les stations terriennes normalisées;

j. il apprécie les demandes d'accès au secteur spatial d'INTELSAT des stations terriennes non normalisées;

k. il attribue les unités de capacité du secteur spatial d'INTELSAT conformément aux conditions adoptées par le Conseil des Gouverneurs;

l. il prépare et coordonne les plans d'exploitation du système (y compris les études de la configuration du réseau et les plans de secours), ainsi que les procédures, les directives, les pratiques et les normes d'exploitation, en vue de leur adoption par le Conseil des Gouverneurs;

m. il prépare, coordonne et diffuse les plans d'assignation de fréquences aux stations terriennes qui ont accès au secteur spatial d'INTELSAT;

n. il prépare et diffuse des rapports relatifs à l'état du système, dans lesquels figurent les plans d'utilisation actuelle et prévue du système;

o. il distribue aux Signataires et aux autres usagers les informations portant sur les nouveaux services et les nouvelles méthodes de télécommunications;

p. aux fins du paragraphe d de l'article XIV de l'Accord, il analyse les effets techniques et opérationnels probables qu'aurait sur INTELSAT tout projet d'installations de secteur spatial distinctes de celle du secteur spatial d'INTELSAT, y compris les effets sur les plans de fréquence et d'emplacement, et fait rapport au Conseil des Gouverneurs à ce sujet;

q. il fournit au Secrétaire général les renseignements nécessaires à l'accomplissement de ses obligations envers le Conseil des Gouverneurs, aux termes du paragraphe 24 de l'Annexe A de l'Accord;

r. il fait des recommandations relatives à l'acquisition, à la communication, à la diffusion et à la protection des droits afférents aux inventions et aux renseignements techniques conformément aux dispositions de l'article 17 de l'Accord d'exploitation;

s. il prend toutes dispositions, conformément aux décisions du Conseil des Gouverneurs, en vue de mettre à la disposition de Signataires et de tiers, en vertu de l'article 17 de l'Accord d'exploitation, les droits d'INTELSAT afférents aux inventions et aux renseignements techniques et de conclure au nom d'INTELSAT des accords relatifs aux droits afférents aux inventions et renseignements techniques;

t. il prend toutes mesures d'exploitation, techniques, financières, administratives, relatives aux achats et toutes mesures connexes destinées à l'exécution des fonctions énumérées ci-dessus.

2. Le contrat relatif aux services de gestion doit comprendre les clauses destinées à permettre l'application des dispositions pertinentes de l'article XII de l'Accord et prévoir:

a. le remboursement par INTELSAT en dollars des Etats-Unis de toutes les dépenses directes et indirectes justifiées et identifiées dûment encourues par le contractant chargé des services de gestion en vertu du contrat;

b. le paiement au contractant chargé des services de gestion d'une redevance annuelle fixe en dollars des Etats-Unis qui sera fixée par voie de négociation entre le Conseil des Gouverneurs et le contractant;

c. une révision périodique par le Conseil des Gouverneurs, après consultation avec le contractant chargé des services de gestion, des dépenses prévues à l'alinéa a du présent paragraphe;

d. le respect des principes généraux et des procédures d'INTELSAT en matière de passation des marchés, conformément aux dispositions pertinentes du présent Accord et de l'Accord d'exploitation, lors de l'appel d'offres et de la négociation de contrats pour le compte d'INTELSAT;

e. des dispositions relatives aux inventions et aux renseignements techniques compatibles avec les dispositions de l'article 17 de l'Accord d'exploitation;

f. la participation du personnel technique, choisi par le Conseil des Gouverneurs, en collaboration avec le contractant chargé des services de gestion, parmi les personnes nommées par les Signataires, à l'appréciation des plans et des spécifications de l'équipement destiné au secteur spatial;

g. le règlement, en vertu des règles de conciliation et d'arbitrage de la Chambre de commerce internationale, des différends ou des désaccords qui peuvent survenir entre INTELSAT et le contractant chargé des services de gestion dans le cadre du contrat de services de gestion;

h. la mise à la disposition du Conseil des Gouverneurs par le contractant chargé des services de gestion des renseignements qui peuvent être requis par tout Gouverneur pour lui permettre en cette qualité de s'acquitter de ses responsabilités.

ANNEXE C

DISPOSITIONS RELATIVES AU REGLEMENT DES DIFFERENDS VISES A L'ARTICLE XVIII DE L'ACCORD ET A L'ARTICLE 20 DE L'ACCORD D'EXPLOITATION

ARTICLE 1

Les seules parties à une procédure d'arbitrage engagée en application des dispositions de la présente Annexe sont celles visées à l'article XVIII de l'Accord et à l'article 20 de l'Accord d'exploitation, ainsi qu'à l'annexe à celui-ci.

ARTICLE 2

Un tribunal d'arbitrage composé de trois membres, dûment institué conformément aux dispositions de la présente Annexe, est compétent pour rendre une sentence au sujet de tout différend dont il peut être saisi en vertu des dispositions de l'article XVIII de l'Accord et de l'article 20 de l'Accord d'exploitation, ainsi qu'à l'annexe à celui-ci.

ARTICLE 3

a. Soixante jours au plus tard avant la date d'ouverture de la première session ordinaire de l'Assemblée des Parties et de chaque session ordinaire ultérieure de ladite Assemblée, chaque Partie peut soumettre à l'organe exécutif les noms de deux experts juridiques au maximum qui seront disponibles, au cours de la période s'écoulant entre la fin de chaque session et la fin de la session ordinaire suivante de l'Assemblée des Parties, pour assurer la présidence de tribunaux institués en vertu de la présente Annexe ou pour y siéger. Sur la base des noms ainsi soumis, l'organe exécutif établit une liste de toutes ces personnes, y

joint toute notice biographique remise par la Partie ayant soumis les noms et distribue ladite liste à toutes les Parties au plus tard trente jours avant la date d'ouverture de ladite session. Si, au cours des soixante jours précédant la date d'ouverture de la session de l'Assemblée des Parties, une personne désignée devient, pour une raison quelconque, indisponible aux fins d'être choisie pour faire partie du groupe d'experts, la Partie ayant soumis le nom de ladite personne peut, au plus tard quatorze jours avant la date d'ouverture de la session de l'Assemblée des Parties, soumettre le nom d'un autre expert juridique.

b. Sur la base de la liste mentionnée au paragraphe a du présent article, l'Assemblée des Parties choisit onze personnes en vue de former un groupe d'experts au sein duquel sont choisis les présidents de tribunaux et choisit un suppléant de chacune de ces personnes. Les membres du groupe d'experts et les suppléants assument leurs fonctions pendant la période de temps stipulée au paragraphe a du présent article. Si un membre devient indisponible aux fins de siéger au groupe d'experts, il est remplacé par son suppléant.

c. L'organe exécutif invite, aussitôt que possible après qu'ils ont été choisis, les membres du groupe d'experts à se réunir en vue d'élire leur président. Pour toute réunion du groupe d'experts, le quorum est atteint lorsque neuf des onze membres sont présents. Le groupe d'experts désigne en son sein le président du groupe qui est élu au scrutin secret à un ou, au besoin, plusieurs tours lorsqu'il a recueilli au moins six voix. Le président du groupe ainsi désigné demeure

en fonctions jusqu'au terme de son mandat de membre du groupe d'experts. Les dépenses afférentes à la réunion du groupe d'experts sont considérées comme des dépenses administratives d'INTELSAT aux fins d'application de l'article 8 de l'Accord d'exploitation.

d. Si un membre du groupe d'experts et son suppléant deviennent tous deux indisponibles aux fins de siéger au groupe, l'Assemblée des Parties pourvoit aux sièges vacants sur la base de la liste visée au paragraphe a du présent article. Toutefois si l'Assemblée des Parties ne se réunit pas dans les quatre-vingt-dix jours qui suivent la date à laquelle se produisent ces vacances, le Conseil des Gouverneurs pourvoit aux sièges vacants par choix sur la liste visée au paragraphe a du présent article, chaque Gouverneur disposant d'une voix. Toute personne choisie pour remplacer un membre ou un suppléant qui n'a pu achever son mandat assure les fonctions de ce dernier jusqu'à expiration du mandat de son prédécesseur Au cas où le siège de président du groupe d'experts devient vacant, les membres dudit groupe y pourvoient par désignation de l'un d'entre eux selon la procédure décrite au paragraphe c du présent article.

e. En choisissant les membres du groupe d'experts et les suppléants, en vertu des paragraphe b ou d du présent article, l'Assemblée des Parties ou le Conseil des Gouverneurs s'efforcent de faire en sorte que la composition du groupe d'experts puisse toujours refléter une représentation géographique adéquate ainsi que les principaux systèmes juridiques représentés parmi les Parties.

f. Tout membre du groupe d'experts ou tout suppléant siégeant à un tribunal d'arbitrage, lors de l'expiration de son mandat, demeure en fonctions jusqu'à la conclusion de toute procédure d'arbitrage dont ledit tribunal est saisi.

g. Si, entre la date d'entrée en vigueur de l'Accord et la constitution du premier groupe d'experts et de leurs suppléants effectuée conformément aux dispositions du paragraphe b du présent article, un différend juridique surgit entre les parties visées à l'article 1 de la présente Annexe, le groupe d'experts constitué en application des dispositions du paragraphe b de l'article 3 de l'Accord additionnel sur l'arbitrage du 4 juin 1965 est utilisé en rapport avec le règlement de ce différend. Ledit groupe d'experts agit conformément aux dispositions de la présente Annexe aux fins d'application de l'article XVIII de l'Accord et de l'article 20 de l'Accord d'exploitation, ainsi qu'à l'annexe à celui-ci.

ARTICLE 4

a. Tout demandeur qui désire soumettre un différend d'ordre juridique à l'arbitrage adresse à chaque défendeur et à l'organe exécutif un dossier contenant:

1. un exposé décrivant en détail le différend déféré à l'arbitrage, les raisons pour lesquelles chaque défendeur est requis de participer à l'arbitrage et les chefs de la demande;

ii. un exposé énonçant les raisons pour lesquelles l'objet du différend relève de la compétence du tribunal qui sera institué en vertu de la présente Annexe et les raisons pour lesquelles ce tribunal doit retenir les chefs de la demande s'il se prononce en faveur de la partie demanderesse;

iii. un exposé expliquant pourquoi la partie demanderesse n'a pu régler le différend, dans un délai raisonnable, à l'amiable ou par des moyens autres que l'arbitrage;

iv. la preuve du consentement des parties dans le cas de tout différend où, en vertu de l'article XVIII de l'Accord ou de l'article 20 de l'Accord d'exploitation, leur consentement est une condition de recours à la procédure d'arbitrage décrite à la présente Annexe;

v le nom de la personne désignée par la partie demanderesse pour siéger au tribunal.

b. L'organe exécutif distribue sans délai à chacune des Parties et à chacun des Signataires ainsi qu'au président du groupe d'experts un exemplaire du dossier remis en application du paragraphe a du présent article.

ARTICLE 5

a. Dans les soixante jours qui suivent la date de réception des exemplaires du dossier visé au paragraphe a de l'article 4 par tous les défendeurs, la partie défenderesse désigne une personne pour siéger au

tribunal. Dans le même délai, les défendeurs peuvent, conjointement ou individuellement, fournir à chaque partie et à l'organe exécutif un document contenant leur réponse aux exposés visés au paragraphe a de l'article 4, et comprenant toute demande reconventionnelle découlant de l'objet du différend. L'organe exécutif fournit sans délai au président du groupe d'experts un exemplaire dudit document.

b. Au cas où la partie défenderesse n'a pas procédé à cette désignation au cours du délai accordé, le président du groupe d'experts désigne un expert parmi ceux dont les noms ont été soumis à l'organe exécutif conformément au paragraphe a de l'article 3 de la présente Annexe.

c. Dans les trente jours qui suivent leur désignation, les deux membres du tribunal s'entendent pour choisir, parmi les membres du groupe d'experts constitué conformément à l'article 3 de la présente Annexe, une troisième personne qui assume les fonctions de président du tribunal. A défaut d'entente dans ce délai, l'un des deux membres désignés peut saisir le président du groupe d'experts lequel, dans un délai de dix jours, désigne un membre du groupe d'experts, autre que lui-même, pour assumer les fonctions de président du tribunal.

d. Le tribunal est constitué dès la nomination de son président.

ARTICLE 6

a. Lorsqu'il se produit une vacance au sein du tribunal pour des raisons que le président ou les membres du tribunal restés en fonctions estiment indépendantes de la volonté des parties ou compatibles avec le

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bon déroulement de la procédure d'arbitrage, le siège vacant est pourvu conformément aux dispositions suivantes:

i. si la vacance résulte du retrait d'un membre nommé par une partie, celle-ci choisit un remplaçant dans les dix jours qui suivent la vacance;

ii. si la vacance résulte du retrait du président du tribunal ou d'un autre membre du tribunal nommé par le président du groupe d'experts, un remplaçant est choisi parmi les membres du groupe selon les modalités prévues respectivement aux paragraphes c ou b de l'article 5 de la présente Annexe.

b. Si une vacance se produit au sein du tribunal pour toute raison autre que celles prévues au paragraphe a du présent article ou s'il n'est pas pourvu à un siège devenu vacant dans les conditions prévues audit paragraphe, les membres du tribunal restés en fonctions peuvent, à la demande de l'une des parties, continuer la procédure et rendre la sentence du tribunal, nonobstant les dispositions de l'article 2 de la présente Annexe.

ARTICLE 7

a. Le tribunal décide de la date et du lieu de ses séances.

b. Les débats ont lieu à huis clos et tout ce qui est présenté au tribunal est confidentiel. Toutefois, peuvent assister aux débats et avoir communication de tous documents et pièces présentés INTELSAT, les Parties dont les Signataires qu'elles ont désignés et les Signataires

dont les Parties qui les ont désignés sont parties au différend. Lorsqu'INTELSAT est partie à la procédure, toutes les Parties et tous les Signataires peuvent y assister et avoir communication de tout ce qui a été présenté.

c. En cas de controverse au sujet de la compétence du tribunal, le tribunal examine cette question en priorité et rend sa décision le plus tôt possible.

d. La procédure a lieu par écrit et chaque partie est habilitée à présenter des preuves écrites à l'appui de son argumentation en fait et en droit. Toutefois, si le tribunal le juge opportun,des arguments peuvent être présentés verbalement et des témoins entendus.

e. La procédure commence par la présentation du mémoire de la partie demanderesse contenant ses arguments, les faits qui s'y rapportent avec preuves à l'appui et les principes juridiques invoqués. Le mémoire de la partie demanderesse est suivi du contre-mémoire de la partie défenderesse. La partie demanderesse peut présenter une réplique au contre-mémoire de la partie défenderesse. Des plaidoiries additionnelles ne sont présentées que si le tribunal l'estime nécessaire.

f. Le tribunal peut connaître des demandes reconventionnelles découlant directement de l'objet du différend et statuer sur de telles demandes, à condition qu'elles relèvent de sa compétence telle que définie à l'article XVIII de l'Accord et à l'article 20 de l'Accord d'exploitation, ainsi qu'à l'annexe à celui-ci.

g. Si, au cours de la procédure, les parties parviennent à un accord, le tribunal consigne celui-ci sous forme d'une sentence rendue avec le consentement des parties.

h. A tout moment de la procédure, le tribunal peut clore celle-ci s'il décide que le différend dépasse les limites de sa compétence telle que définie à l'article XVIII de l'Accord et à l'article 20 de l'Accord d'exploitation, ainsi qu'à l'annexe à celui-ci.

i. Les délibérations du tribunal sont secrètes.

j. La sentence et les décisions du tribunal sont rendues et motivées par écrit. Elles doivent être approuvées par au moins deux membres du tribunal. Un membre en désaccord avec la sentence rendue peut présenter séparément son opinion par écrit.

k. Le tribunal communique sa sentence à l'organe exécutif qui la distribue à toutes les Parties et à tous les Signataires.

l. Le tribunal peut adopter les règles de procédure complémentaires nécessaires au déroulement de l'arbitrage et compatibles avec celles qui sont établies par la présente Annexe.

ARTICLE 8

Si une partie n'agit pas, l'autre partie peut demander au tribunal de rendre une sentence en sa faveur Avant de rendre sa sentence, le tribunal s'assure que l'affaire relève de sa compétence et qu'elle est fondée en fait et en droit.

ARTICLE 9

a. Toute Partie dont le Signataire désigné est partie à un différend a le droit d'intervenir et de devenir une partie additionnelle à l'affaire. Cette intervention doit être notifiée par écrit au tribunal et aux autres parties au différend.

b. Dans le cas où toute autre Partie, tout Signataire ou INTELSAT estiment avoir un intérêt appréciable dans le règlement de l'affaire, ils peuvent demander au tribunal l'autorisation d'intervenir et de devenir partie additionnelle à l'affaire. Le tribunal fait droit à cette demande s'il estime que le requérant a un intérêt appréciable au règlement de ladite affaire.

ARTICLE 10

Le tribunal peut, soit à la demande d'une partie, soit de sa propre initiative, nommer les experts dont il estime l'assistance nécessaire.

ARTICLE 11

Chaque Partie, chaque Signataire et INTELSAT fournissent tous les renseignements que le tribunal, soit à la demande d'une partie au différend, soit de sa propre initiative, juge nécessaires au déroulement de la procédure et au règlement du différend.

ARTICLE 12

Avant de rendre sa sentence, le tribunal peut, au cours de l'examen de l'affaire, indiquer toutes mesures conservatoires qu'il juge susceptibles de protéger les droits respectifs des parties au différend.

ARTICLE 13

a. La sentence du tribunal est fondée sur

i. le présent Accord et l'Accord d'exploitation;

ii. les principes juridiques généralement acceptés.

b. La sentence du tribunal, y compris tout règlement à l'amiable entre les parties visé au paragraphe g de l'article 7 de la présente Annexe, est obligatoire pour toutes les parties, qui doivent s'y conformer de bonne foi. Lorsqu'INTELSAT est partie à un différend et que le tribunal juge qu'une décision prise par l'un de ses organes est nulle et non avenue parce qu'elle n'est autorisée ni par l'Accord, ni par l'Accord d'exploitation ou parce qu'elle n'est pas conforme à ces derniers, la sentence du tribunal est obligatoire pour toutes les Parties et tous les Signataires.

c. En cas de désaccord sur la signification ou la portée de la sentence, le tribunal qui l'a rendue l'interprète à la demande de toute partie au différend.

ARTICLE 14

A moins que le tribunal n'en décide autrement, en raison de circonstances particulières à l'affaire, les dépens du tribunal, y compris la rémunération de ses membres, sont répartis de façon égale de part et d'autre. Lorsqu'il y a du même côté plus d'un demandeur ou plus d'un défendeur, le tribunal répartit les dépens entre les demandeurs ou les défendeurs. Lorsqu'INTELSAT est partie à un différend, les dépens qui lui incombent et qui sont afférents à l'arbitrage sont considérés comme une dépense administrative d'INTELSAT aux fins de l'article 8 de l'Accord d'exploitation.

ANNEXE D

DISPOSITIONS TRANSITOIRES

1. Continuite des activités d'INTELSAT

Toute décision du Comité interimaire des télécommunications par satellites prise en vertu de l'Accord provisoire ou de l'Accord spécial, et qui est en vigueur a la date ou ces accords prennent fin, demeure pleinement en vigueur, sauf dans le cas et jusqu'au moment ou elle est modifiee ou rapportée par le present Accord ou l'Accord d'exploitation ou en conséquence de l'application desdits accords.

2. Gestion

Durant la periode qui suit l'entrée en vigueur de l'Accord, la "Communications Satellite Corporation" continue à assurer la gestion en ce qui concerne la conception, la mise au point, la construction, la mise en place, l'exploitation et l'entretien du secteur spatial d'INTELSAT, conformément aux clauses et conditions de service qui étaient applicables a son rôle de gérant en vertu de l'Accord provisoire et de l'Accord spécial. Dans l'exercice de ses fonctions, elle est liée par toutes les dispositions pertinentes du présent Accord et de l'Accord d'exploitation et est soumise en particulier aux lignes directrices et aux décisions particulières du Conseil des Gouverneurs, jusqu'à ce que:

i. le Conseil des Gouverneurs décide que l'organe exécutif est prêt a assumer la responsabilité de l'exécution de la totalite ou de certaines des fonctions de l'organe exécutif aux termes de l'article XII de l'Accord; la

"Communications Satellite Corporation" est alors relevée de la responsabilite qui lui incombe quant à l'exécution de chacune desdites fonctions à mesure que celles-ci sont assumees par l'organe exécutif;

ii. le contrat de services de gestion visé à l'alinéa ii du paragraphe a de l'article XII de l'Accord entre en vigueur; les dispositions du present paragraphe cessent alors d'être en vigueur eu egard auxdites fonctions au titre dudit contrat.

3. Représentation régionale

Entre l'entree en vigueur de l'Accord et l'entrée en fonctions du Secrétaire genéral, l'habilitation, aux termes du paragraphe c de l'article IX de l'Accord, de tout groupe de Signataires désirant être representes au sein du Conseil des Gouverneurs en application de l'alinea iii du paragraphe a dudit article est sujette a réception par la "Communications Satellite Corporation" d'une demande écrite émanant dudit groupe.

4. Privilèges et immunités

Les Parties au présent Accord qui etaient parties a l'Accord provisoire confèrent aux personnes et aux organes correspondant qui leur succedent, jusqu'au moment de l'entrée en vigueur de l'Accord de siège et du Protocole, selon le cas, ainsi que prévu à l'article XV de l'Accord, les privilèges, les exemptions et les immunités qui étaient conféres par lesdites Parties, immediatement avant l'entrée en vigueur de l'Accord, au Consortium international de télécommunications par satellites, aux signataires de l'Accord special, au Comité intérimaire des télécommunications par satellites et à ses représentants.

* * *

ACUERDO RELATIVO A LA ORGANIZACION INTERNACIONAL DE TELECOMUNICACIONES POR SATELITE "INTELSAT"

PREAMBULO

Los Estados Partes del presente Acuerdo,

Considerando el principio enunciado en la Resolución 1721 (XVI) de la Asamblea General de las Naciones Unidas estimando que la comunicación por medio de satélites debe estar cuanto antes al alcance de todas las naciones del mundo con carácter universal y sin discriminación alguna,

Considerando las disposiciones pertinentes del Tratado sobre los principios que deben regir las actividades de los Estados en la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, y en particular su artículo I que declara que el espacio ultraterrestre deberá utilizarse en provecho y en interés de todos los países,

Visto que en virtud del Acuerdo por el que se establece un régimen provisional de un sistema comercial mundial de telecomunicaciones por satélite, y el Acuerdo Especial afín, se ha creado un sistema comercial mundial de telecomunicaciones por satélite,

Deseosos de continuar el desarrollo de este sistema de telecomunicaciones por satélite con el objeto de lograr un sistema comercial mundial único de telecomunicaciones por satélite como parte de una red mundial perfeccionada de telecomunicaciones, capaz de suministrar servicios más amplios de telecomunicaciones a todas las áreas del mundo y de contribuir a la paz y al entendimiento mundiales,

Decididos a brindar a tales fines, para beneficio de toda la humanidad, por medio de las técnicas más avanzadas disponibles, las

instalaciones más eficaces y económicas posibles compatibles con el mejor y más equitativo uso del espectro de frecuencias radioeléctricas y del espacio orbital,

Estimando que las telecomunicaciones por satélite deberán estar organizadas de modo que permitan a todos los pueblos tener acceso al sistema mundial de satélites, y permitan a aquellos Estados miembros de la Unión Internacional de Telecomunicaciones que así lo deseen la posibilidad de invertir capital en dicho sistema y de participar, por consiguiente, en la concepción, desarrollo, construcción, incluido el suministro de equipo, instalación, explotación, mantenimiento y propiedad del sistema,

En virtud del Acuerdo por el que se establece un régimen provisional de un sistema comercial mundial de telecomunicaciones por satélite,

Convienen en lo siguiente:

ARTICULO I

(Definiciones)

Para los fines del presente Acuerdo:

(a) el término "Acuerdo" designa el presente acuerdo, incluidos los Anexos al mismo, pero excluyendo los títulos de los artículos, abierto a la firma de los Gobiernos en Washington el 20 de agosto 1971, por el cual se establece la organización internacional de telecomunicaciones por satélite "INTELSAT";

(b) el término "Acuerdo Operativo" designa el acuerdo, incluido su Anexo, pero excluyendo los títulos de los artículos, abierto en Washington el 20 de agosto 1971 a la firma de los Gobiernos o de las entidades de telecomunicaciones designadas por los Gobiernos, de conformidad con las disposiciones del presente Acuerdo;

(c) el término "Acuerdo Provisional" designa el Acuerdo que establece un régimen provisional para el sistema mundial comercial de comunicaciones por satélite, firmado por los Gobiernos en Washington el 20 de agosto de 1964,

(d) el término "Acuerdo Especial" designa el acuerdo firmado el 20 de agosto de 1964 por los Gobiernos o por las entidades de telecomunicaciones designadas por los Gobiernos, de conformidad con lo establecido en el Acuerdo Provisional,

(e) el término "Comité Interino de Telecomunicaciones por Satélite" designa el Comité establecido por el artículo IV del Acuerdo Provisional,

(f) el término "Parte" designa el Estado para el cual el presente Acuerdo ha entrado en vigor o al cual se le aplica provisionalmente;

(g) el término "Signatario" designa la Parte o la entidad de telecomunicaciones designada por la Parte, que ha firmado el Acuerdo Operativo y para la cual este último ha entrado en vigor o a la cual se le aplica provisionalmente;

(h) el término "segmento espacial" designa los satélites de telecomunicaciones, las instalaciones y los equipos de seguimiento, telemetría, telemando, control, comprobación y demás conexos necesarios para el funcionamiento de dichos satélites;

(i) el término "segmento espacial de INTELSAT" designa el segmento espacial propiedad de INTELSAT;

(j) el termino "telecomunicaciones" designa toda transmisión, emisión o recepción de signos, señales, escritos, imágenes, sonidos o informaciones de cualquier naturaleza, por hilo, radioelectricidad, medios ópticos u otros sistemas electromagnéticos;

(k) el termino "servicios públicos de telecomunicaciones" designa los servicios de telecomunicaciones fijos o móviles que puedan prestarse por medio de satélite y que esten disponibles para su uso por el público, tales como telefonía, telegrafía, télex, transmisión de facsímil, transmisión de datos, transmisión de programas de radiodifusión y de televisión entre estaciones terrenas aprobadas para tener acceso al segmento espacial de INTELSAT, para su posterior transmisión al público, así como circuitos arrendados para cualquiera de estos propósitos; pero excluyendo aquellos

servicios móviles de un tipo que no haya sido proporcionado de conformidad con el Acuerdo Provisional y el Acuerdo Especial antes de la apertura a firma del presente Acuerdo, suministrados por medio de estaciones móviles que operen directamente con un satélite concebido total o parcialmente para prestar servicios relacionados con la seguridad o control en vuelo de aeronaves o con la radionavegación aérea o marítima;

(l) el término "servicios especializados de telecomunicaciones" designa los servicios de telecomunicacions distintos de aquellos definidos en el párrafo (k) del presente artículo, que pueden prestarse por medio de satélite, incluyendo, aunque sin limitarse a ello, servicios de radionavegación, de radiodifusión por satélite para recepción por el público en general, de investigación espacial, meteorologicos y los relativos a recursos terrestres;

(m) el término "bienes" comprende todo elemento, incluso derechos contractuales, cualquiera que sea su naturaleza, sobre los cuales se puedan ejercer derechos de propiedad; y

(n) los términos "concepción" y "desarrollo" incluyen la investigación directamente relacionada con los propósitos de INTELSAT.

ARTICULO II

(Establecimiento de INTELSAT)

(a) Dando debida consideración a los principios enunciados en el Preámbulo del presente Acuerdo, las Partes establecen por el mismo la organización internacional de telecomunicaciones por satélite "INTELSAT", cuyo fin principal es continuar y perfeccionar sobre una base definitiva la concepción, desarrollo, construcción, establecimiente [1] mantenimiento y explotación del segmento espacial del sistema comercial mundial de telecomunicaciones por satélite, establecido conforme a las disposiciones del Acuerdo Provisional y del Acuerdo Especial.

(b) Cada Estado Parte firmará o designará una entidad de telecomunicaciones, pública o privada, para que firme el Acuerdo Operativo, el cual será concluido de conformidad con las disposiciones del presente Acuerdo, y que se abrirá a la firma al mismo tiempo que el presente Acuerdo. Las relaciones entre cualquier entidad de telecomunicaciones, en su calidad de Signatario, y la Parte que la designó se regirán por la legislación nacional aplicable.

(c) Las administraciones y entidades de telecomunicaciones podrán, conforme a su legislación nacional aplicable, negociar y concertar directamente aquellos acuerdos sobre tráfico que fueren apropiados respecto al uso, por parte de las mismas, de los circuitos de telecomunicaciones suministrados en virtud del presente Acuerdo y del Acuerdo Operativo, así como los servicios que habrán de proporcionarse al público, las instalaciones, la distribución de los ingresos y los acuerdos comerciales conexos.

[1] Should read "establecimiento"

ARTICULO III

(Alcance de las actividades de INTELSAT)

(a) En la continuación y mejoramiento sobre bases definitivas de las actividades relativas al segmento espacial del sistema comercial mundial de telecomunicaciones por satélite a que se refiere el párrafo (a) del artículo II del presente Acuerdo, INTELSAT tendrá como objetivo primordial el suministro, sobre una base comercial, del segmento espacial necesario para proveer a todas las áreas del mundo y sin discriminación, servicios internacionales públicos de telecomunicaciones de alta calidad y confianza.

(b) Serán considerados sobre las mismas bases que los servicios internacionales públicos de telecomunicaciones:

(i) los servicios nacionales públicos de telecomunicaciones entre áreas separadas por áreas que no se hallen bajo la jurisdicción del Estado interesado, o entre áreas separadas por alta mar; y

(ii) los servicios nacionales públicos de telecomunicaciones entre áreas que no estén comunicadas entre sí mediante instalaciones terrestres de banda ancha y que se hallen separadas por barreras naturales de un carácter tan excepcional que impidan el establecimiento viable de instalaciones terrestres de banda ancha entre tales áreas, siempre que la Reunión de Signatarios, tomando en cuenta el asesoramiento de la Junta de Gobernadores, otorgue previamente la aprobación pertinente.

(c) El segmento espacial de INTELSAT, establecido para lograr su objetivo primordial, se suministrará, asimismo, para otros servicios nacionales públicos de telecomunicaciones, sobre una base no discriminatoria y en la medida en que ello no menoscabe la capacidad de INTELSAT para lograr su objetivo primordial.

(d) A petición, y sujeto a términos y condiciones apropiados, el segmento espacial de INTELSAT también podrá utilizarse para servicios especializados de telecomunicaciones, internacionales o nacionales, no destinados a fines militares, siempre que:

(i) con ello no se afectare desfavorablemente el suministro de servicios públicos de telecomunicaciones; y

(ii) los arreglos fueren, por lo demás, aceptables desde el punto de vista técnico y económico.

(e) INTELSAT podrá proporcionar, separadamente de su segmento espacial, satélites o instalaciones conexas, a petición y sujeto a términos y condiciones apropiados para.

(i) servicios nacionales públicos de telecomunicaciones en territorios bajo la jurisdicción de una o más Partes;

(ii) servicios internacionales públicos de telecomunicaciones entre territorios bajo la jurisdicción de dos o más Partes;

(iii) servicios especializados de telecomunicaciones, que no fueren para fines militares;

siempre que la operación eficiente y económica del segmento espacial de INTELSAT no fuere menoscabada en forma alguna.

(f) La utilización del segmento espacial de INTELSAT para servicios especializados de telecomunicaciones de conformidad con el párrafo (d) del presente artículo, así como el suministro de satélites o

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instalaciones conexas separados del segmento espacial de INTELSAT de conformidad con el párrafo (e) del presente artículo, serán objeto de contratos concertados entre INTELSAT y quienes lo soliciten. La utilización de instalaciones del segmento espacial de INTELSAT para servicios especializados de telecomunicaciones de conformidad con el párrafo (d) del presente artículo, así como el suministro de satélites o instalaciones conexas separados del segmento espacial de INTELSAT para servicios especializados de telecomunicaciones de conformidad con el inciso (iii) del párrafo (e) del presente artículo, deberán estar de acuerdo con autorizaciones apropiadas de la Asamblea de Partes, en la etapa de planeación, de conformidad con el inciso (iv) del párrafo (c) del artículo VII del presente Acuerdo. Si la utilización de las instalaciones del segmento espacial de INTELSAT para servicios especializados de telecomunicaciones ocasionare gastos adicionales que resultasen de modificaciones requeridas en las instalaciones existentes o proyectadas del segmento espacial de INTELSAT, o si se trata del suministro de satélites o instalaciones conexas separados del segmento espacial de INTELSAT para servicios especializados de telecomunicaciones de conformidad con el inciso (iii) del párrafo (e) del presente artículo, se deberá obtener, de conformidad con el inciso (iv) del párrafo (c) del artículo VII del presente Acuerdo, la autorización de la Asamblea de Partes tan pronto como la Junta de Gobernadores pueda informar detalladamente a la Asamblea de Partes sobre el costo estimado de la propuesta, los beneficios que de ella se derivarían, los problemas técnicos o de otra índole que implicaría y los probables efectos sobre los servicios existentes o previsibles de INTELSAT. Dicha autorización se obtendrá antes de iniciar el procedimiento de adquisición de la instalación o

instalaciones en cuestión. Antes de conceder tales autorizaciones, la Asamblea de Partes, en casos apropiados, llevará a cabo consultas, o se cerciorará de que ha habido consultas por parte de INTELSAT, con los Organismos Especializados de las Naciones Unidas que tengan competencia directa respecto del suministro de los servicios especializados de telecomunicaciones en cuestión.

ARTICULO IV

(Personalidad jurídica)

(a) INTELSAT gozará de personalidad jurídica. Tendrá la plena capacidad necesaria para el ejercicio de sus funciones y el logro de sus objetivos, incluyendo la de:

(i) concertar acuerdos con Estados u organizaciones internacionales;

(ii) contratar;

(iii) adquirir bienes y disponer de ellos; y

(iv) actuar en juicio.

(b) Cada Parte deberá adoptar las medidas que sean necesarias dentro de su respectiva jurisdicción para hacer efectivas, en términos de sus propias leyes, las disposiciones del presente artículo.

ARTICULO V

(Principios financieros)

(a) INTELSAT será la propietaria del segmento espacial de INTELSAT y de todos los demás bienes adquiridos por INTELSAT El interés financiero en INTELSAT de cada Signatario será igual al monto a que se llegue mediante la aplicación de su participación de inversión a la evaluación efectuada segun se determina en el artículo 7 del Acuerdo Operativo.

(b) Cada Signatario tendrá una participacion de inversión correspondiente a su porcentaje de la utilización total del segmento espacial de INTELSAT por todos los Signatarios, según se determina en las disposiciones del Acuerdo Operativo. No obstante, ningún Signatario, aun si su utilización del segmento espacial de INTELSAT es nula, tendrá una participación de inversión inferior a la mínima establecida en el Acuerdo Operativo.

(c) Cada Signatario contribuirá a las necesidades de capital de INTELSAT y recibirá el rembolso de capital y la compensación por uso de capital, de conformidad con las disposiciones del Acuerdo Operativo.

(d) Todos los usuarios del segmento espacial de INTELSAT pagarán cargos de utilización determinados conforme a las disposiciones del presente Acuerdo y del Acuerdo Operativo. Las tasas de utilización del segmento espacial para cada tipo de utilización serán las mismas para todos los solicitantes de asignación del segmento espacial para dicho tipo de utilización.

(e) INTELSAT podrá financiar y tener la propiedad, como parte del segmento espacial de INTELSAT, de los satélites e instalaciones conexas separados a que se hace referencia en el párrafo (e) del artículo III del presente Acuerdo, previa aprobación unánime de todos los Signatarios. Si no se concediera dicha aprobación, deberán permanecer separados del segmento espacial de INTELSAT y los que lo soliciten tendrán que financiar y tener la propiedad de los mismos. En este caso, los términos y las condiciones financieras fijadas por INTELSAT serán suficientes para cubrir plenamente los gastos que resulten directamente de la concepción, el desarrollo, la construcción y el suministro de dichos satélites e instalaciones conexas separados, así como una parte adecuada de los gastos generales y administrativos de INTELSAT.

ARTICULO VI

(Estructura de INTELSAT)

(a) INTELSAT tendrá los siguientes órganos:

(i) la Asamblea de Partes;

(ii) la Reunión de Signatarios,

(iii) la Junta de Gobernadores; y

(iv) un órgano ejecutivo, responsable ante la Junta de Gobernadores.

(b) Excepto en la medida en que el presente Acuerdo o el Acuerdo Operativo específicamente dispongan otra cosa, ningún órgano tomará decisiones o actuará de cualquier otro modo que altere, anule, demore o de cualquier manera que obstaculice el ejercicio de un poder o el cumplimiento de una responsabilidad o función atribuida a otro órgano por el presente Acuerdo o por el Acuerdo Operativo.

(c) Con sujeción al párrafo (b) del presente artículo, la Asamblea de Partes, la Reunión de Signatarios y la Junta de Gobernadores tomarán nota cada una, y darán debida y adecuada consideración, a toda resolución o recomendación tomada, o punto de vista expresado, por otro de estos órganos actuando en el cumplimiento de las responsabilidades y ejercicio de las funciones que les atribuye el presente Acuerdo o el Acuerdo Operativo.

ARTICULO VII

(Asamblea de Partes)

(a) La Asamblea de Partes estará compuesta por todas las Partes y será el órgano principal de INTELSAT.

(b) La Asamblea de Partes considerará aquellos asuntos de INTELSAT que sean primordialmente de interés para las Partes como Estados soberanos. Tendrá el poder de considerar la política general y los objetivos a largo plazo de INTELSAT que sean compatibles con los principios, propósitos y alcance de las actividades de INTELSAT, según se establece en el presente Acuerdo. De conformidad con los párrafos (b) y (c) del artículo VI del presente Acuerdo, la Asamblea de Partes dará la debida y adecuada consideración a las resoluciones, recomendaciones y puntos de vista que le remitan la Reunión de Signatarios o la Junta de Gobernadores.

(c) La Asamblea de Partes tendrá las siguientes funciones y poderes:

(i) en el ejercicio de su poder de considerar la política general y los objetivos a largo plazo de INTELSAT, expresar puntos de vista o hacer recomendaciones, segun lo considere apropiado, a los demás órganos de INTELSAT;

(ii) determinar que se adopten medidas para evitar que las actividades de INTELSAT entren en conflicto con cualquier convención multilateral general que sea compatible con el presente Acuerdo y a la cual se hubieran adherido por lo menos dos tercios de las Partes;

(iii) considerar y tomar decisiones sobre propuestas para enmendar el presente Acuerdo de conformidad con el artículo XVII del mismo, así como hacer propuestas, expresar sus puntos de vista y formular recomendaciones sobre enmiendas al Acuerdo Operativo;

(iv) autorizar, mediante reglas generales o determinaciones específicas, la utilización del segmento espacial de INTELSAT y el suministro de satélites e instalaciones conexas separados del segmento espacial de INTELSAT para servicios especializados de telecomunicaciones, dentro del alcance de las actividades establecidas en el párrafo (d) e inciso (iii) del párrafo (e) del artículo III del presente Acuerdo;

(v) examinar con el fin de asegurar la aplicación del principio de no discriminación, las reglas generales establecidas de conformidad con el inciso (v) del párrafo (b) del artículo VIII del presente Acuerdo;

(vi) considerar y expresar sus puntos de vista sobre los informes presentados por la Reunión de Signatarios y la Junta de Gobernadores sobre la ejecución de las políticas generales, las actividades y el programa a largo plazo de INTELSAT;

(vii) expresar, en forma de recomendaciones y de conformidad con el artículo XIV del presente Acuerdo, sus conclusiones respecto de la intención de establecer, adquirir o utilizar instalaciones de segmento espacial separadas del segmento espacial de INTELSAT;

(viii) decidir, de conformidad con el inciso (i) del párrafo (b) del artículo XVI del presente Acuerdo, respecto al retiro de una Parte de INTELSAT;

(ix) decidir respecto de cuestiones relativas a las relaciones oficiales entre INTELSAT y los Estados, fueren Partes o no, o las organizaciones internacionales;

(x) considerar las quejas que le presenten las Partes;

(xi) seleccionar los jurisperitos a que se refiere el artículo 3 del Anexo C al presente Acuerdo;

(xii) decidir sobre el nombramiento del Director General de conformidad con los artículos XI y XII del presente Acuerdo;

(xiii) adoptar la estructura del órgano ejecutivo de conformidad con el artículo XII del presente Acuerdo; y

(xiv) ejercer cualesquiera otros poderes encuadrados en las atribuciones de la Asamblea de Partes, de conformidad con las disposiciones del presente Acuerdo.

(d) La primera reunión ordinaria de la Asamblea de Partes será convocada por el Secretario General dentro del plazo de un año a partir de la fecha en que el presente Acuerdo entre en vigor. Las reuniones ordinarias siguientes deberán organizarse cada dos años. Sin embargo, la Asamblea de Partes podrá disponer otra cosa en cada reunión.

(e) (i) Además de las reuniones ordinarias previstas en el párrafo (d) del presente artículo, la Asamblea de Partes podrá celebrar reuniones extraordinarias que serán convocadas, sea a solicitud de la Junta de Gobernadores actuando de conformidad con las disposiciones de los artículos XIV o XVI del presente Acuerdo, sea a solicitud de una o más Partes cuando tenga la aceptación de un tercio de las Partes por lo menos, incluyendo las que presentaron la solicitud.

(ii) Las solicitudes para reuniones extraordinarias deberán expresar el propósito de la reunión y deberán enviarse

por escrito al Secretario General o al Director General, quien tomará las medidas necesarias a fin de que se lleve a cabo la reunión a la brevedad posible y de conformidad con las reglas de procedimiento de la Asamblea de Partes para la convocación de tales reuniones.

(f) El quórum para toda reunión de la Asamblea de Partes se constituirá por los representantes de una mayoría de las Partes. Cada Parte tendrá un voto. Las decisiones sobre cuestiones substantivas se tomarán por un voto afirmativo emitido por dos tercios por lo menos de las Partes cuyos representantes estén presentes y votantes. Las decisiones sobre cuestiones de procedimiento se tomarán por un voto afirmativo emitido por una mayoría simple de las Partes cuyos representantes estén presentes y votantes. Las controversias sobre si una cuestión es de procedimiento o substantiva serán decididas por un voto emitido por una mayoría simple de las Partes cuyos representantes estén presentes y votantes.

(g) La Asamblea de Partes adoptará su propio reglamento, que incluirá una disposición para la elección de un Presidente y demás miembros de la mesa directiva.

(h) Cada Parte sufragará sus propios gastos de representación en las reuniones de la Asamblea de Partes. Los gastos de las reuniones de la Asamblea de Partes serán considerados como un gasto administrativo de INTELSAT para los fines del artículo 8 del Acuerdo Operativo.

ARTICULO VIII

(Reunión de Signatarios)

(a) La Reunión de Signatarios se compondrá por todos los Signatarios. De conformidad con los párrafos (b) y (c) del artículo VI del presente Acuerdo, la Reunión de Signatarios dará la debida y adecuada consideración a las resoluciones, recomendaciones y puntos de vista que le remitan la Asamblea de Partes o la Junta de Gobernadores.

(b) La Reunión de Signatarios tendrá las siguientes funciones y poderes:

(i) considerar y expresar a la Junta de Gobernadores sus puntos de vista sobre el informe anual y los estados financieros anuales que le son presentados por la Junta de Gobernadores;

(ii) expresar sus puntos de vista y formular recomendaciones sobre propuestas de enmienda al presente Acuerdo de conformidad con el artículo XVII del mismo, así como examinar y tomar decisiones, de conformidad con las disposiciones del artículo 22 del Acuerdo Operativo y tomando en cuenta todas las observaciones y recomendaciones expresadas por la Asamblea de Partes o la Junta de Gobernadores, sobre las propuestas de enmienda al Acuerdo Operativo que sean compatibles con el presente Acuerdo;

(iii) considerar y expresar sus puntos de vista acerca de los informes que le sean presentados por la Junta de Gobernadores sobre futuros programas, inclusive sobre las posibles implicaciones financieras de los mismos;

(iv) considerar y decidir sobre cualquier recomendación hecha por la Junta de Gobernadores en relación con un aumento en el tope previsto en el artículo 5 del Acuerdo Operativo;

(v) mediante recomendación de la Junta de Gobernadores y para orientación de ésta, establecer reglas generales relativas a:

(A) la aprobación de estaciones terrenas para acceso al segmento espacial de INTELSAT,

(B) la asignación de la capacidad del segmento espacial de INTELSAT, y

(C) el establecimiento y ajuste de las tasas de utilización del segmento espacial de INTELSAT sobre una base no discriminatoria;

(vi) tomar decisiones, de conformidad con el artículo XVI del presente Acuerdo, respecto al retiro de un Signatario de INTELSAT;

(vii) considerar y expresar sus puntos de vista respecto de las quejas que le presenten los Signatarios, sea directamente o bien por conducto de la Junta de Gobernadores, o los usuarios del segmento espacial de INTELSAT que no sean Signatarios por conducto de la Junta de Gobernadores;

(viii) preparar y presentar a la Asamblea de Partes, y a las Partes, los informes relativos a la ejecución de la política general, las actividades y el programa a largo plazo de INTELSAT;

(ix) tomar decisiones sobre las aprobaciones a que se refiere el inciso (ii) del párrafo (b) del artículo III del presente Acuerdo;

(x) considerar y expresar sus puntos de vista acerca del informe sobre disposiciones permanentes de gerencia presentado por la Junta de Gobernadores a la Asamblea de Partes conforme al párrafo (g) del artículo XII del presente Acuerdo;

(xi) proceder anualmente a las determinaciones previstas en el artículo IX del presente Acuerdo para los fines de representación en la Junta de Gobernadores; y

(xii) ejercer todos los demás poderes encuadrados en las atribuciones de la Reunión de Signatarios de conformidad con las disposiciones del presente Acuerdo y del Acuerdo Operativo.

(c) La primera reunión ordinaria de la Reunión de Signatarios será convocada por el Secretario General a solicitud de la Junta de Gobernadores dentro del plazo de nueve meses a partir de la entrada en vigor del presente Acuerdo. En lo sucesivo, se celebrará una reunión ordinaria cada año civil.

(d) (i) Además de las reuniones ordinarias previstas en el párrafo (c) del presente artículo, la Reunión de Signatarios podrá celebrar reuniones extraordinarias que serán convocadas, sea a solicitud de la Junta de Gobernadores, sea a solicitud de uno o más Signatarios cuando tenga la aceptación de un tercio de los Signatarios por lo menos, incluyendo los que presentaron la solicitud.

(ii) Las solicitudes para reuniones extraordinarias deberán expresar el propósito de la reunión y deberán enviarse por escrito al Secretario General o al Director General,

quien tomará las medidas necesarias a fin de que se lleve a cabo la reunión a la brevedad posible y de conformidad con las reglas de procedimiento de la Reunión de Signatarios para la convocación de tales reuniones. El órden del día para tal reunión se limitará al propósito para el cual se convoca.

(e) El quórum para toda sesión de la Reunión de Signatarios se constituirá por los representantes de la mayoría de los Signatarios. Cada Signatario tendrá un voto. Las decisiones sobre cuestiones substantivas se tomarán por un voto afirmativo emitido por lo menos por dos tercios de los Signatarios cuyos representantes estén presentes y votantes. Las decisiones sobre cuestiones de procedimiento se tomarán por un voto afirmativo emitido por una mayoría simple de los Signatarios cuyos representantes estén presentes y votantes. Las controversias sobre si una cuestión específica es de procedimiento o substantiva serán decididas por un voto emitido por una mayoría simple de los Signatarios cuyos representantes estén presentes y votantes.

(f) La Reunión de Signatarios adoptará su propio reglamento, que incluirá una disposición para la elección de un Presidente y demás miembros de la mesa directiva.

(g) Cada Signatario sufragará sus propios gastos de representación en las reuniones de la Reunión de Signatarios. Los gastos de las reuniones de la Reunión de Signatarios serán considerados como un gasto administrativo de INTELSAT para los fines del artículo 8 del Acuerdo Operativo.

ARTICULO IX

(Junta de Gobernadores: composición y voto)

(a) La Junta de Gobernadores se compondrá de:

(i) un Gobernador que represente a cada Signatario cuya participación de inversión no fuere menor que la participación mínima determinada de conformidad con el párrafo (b) del presente artículo;

(ii) un Gobernador que represente a cada grupo de dos o más Signatarios no representados conforme al inciso (i) del presente párrafo, cuya suma de participaciones de inversión no fuere menor que la participación mínima determinada de conformidad con el párrafo (b) del presente artículo y que han acordado ser así representados;

(iii) un Gobernador que represente a cada grupo de no menos de cinco Signatarios no representados conforme a los incisos (i) o (ii) de este párrafo y que pertenezcan a una de las regiones definidas en la Conferencia Plenipotenciaria de la Unión Internacional de Telecomunicaciones, celebrada en Montreux en 1965, cualquiera que fuere el total de participaciones de inversión de los Signatarios que integran el grupo. Sin embargo, el número de Gobernadores dentro de esta categoría no excederá de dos de cualquier región definida por la Unión, o cinco de todas dichas regiones.

(b) (i) Durante el período entre la entrada en vigor del presente Acuerdo y la primera reunión de la Reunión de Signatarios, la participación de inversión mínima que dará derecho a un Signatario o grupo de Signatarios a estar representado en la Junta de Gobernadores, será igual a la participación de inversión del Signatario que ocupe el decimotercer lugar en la lista por orden decreciente de los montos de las participaciones de inversión iniciales de todos los Signatarios.

(ii) Después del período mencionado en el inciso (i) del presente párrafo, la Reunión de Signatarios fijará anualmente la participación de inversión mínima que dará derecho a un Signatario o grupo de Signatarios a estar representado en la Junta de Gobernadores. A tal efecto, la Reunión de Signatarios procurará que el número de Gobernadores sea aproximadamente de veinte, exclusión hecha de aquellos que hayan sido designados de conformidad con el inciso (iii) del párrafo (a) del presente artículo.

(iii) Con el propósito de efectuar las determinaciones a que se refiere el inciso (ii) del presente párrafo, la Reunión de Signatarios fijará una participación de inversión mínima de conformidad con el siguiente procedimiento:

(A) si la Junta de Gobernadores, en el momento de efectuarse la determinación, tuviera de veinte a veintidós Gobernadores, la Reunión de Signatarios fijará una participación de inversión mínima igual a la que tenga el Signatario que en la lista vigente en aquel

momento ocupe la misma posición que ocupaba en la lista vigente al hacerse la determinación anterior, el Signatario seleccionado en aquella ocasión,

(B) si la Junta de Gobernadores, en el momento de hacerse la determinación, tuviera más de veintidós Gobernadores, la Reunión de Signatarios fijará una participación de inversión mínima igual a la que tenga el Signatario que en la lista vigente en aquel momento ocupe una posición precedente a la que, en la lista vigente al hacerse la determinación anterior, ocupaba el Signatario seleccionado en aquella ocasión,

(C) si la Junta de Gobernadores, en el momento de hacerse la determinación, tuviera menos de veinte Gobernadores, la Reunión de Signatarios fijará una participación de inversión mínima igual a la que tenga el Signatario que en la lista vigente en aquel momento ocupe una posición posterior a la que, en la lista vigente al hacerse la determinación anterior, ocupaba el Signatario seleccionado en aquella ocasión.

(iv) Si por la aplicación del método de ordenamiento previsto en la fracción (B) del inciso (iii) del presente párrafo, el número de Gobernadores fuere menos de veinte o, en el caso de la fracción (C) del mismo inciso, más de veintidós, la Reunión de Signatarios determinará una participación de inversión mínima que mejor asegure que haya veinte Gobernadores.

(v) Para los efectos de las disposiciones establecidas en los incisos (iii) y (iv) del presente párrafo no se tomarán en cuenta los Gobernadores designados conforme al inciso (iii) del párrafo (a) del presente artículo.

(vi) Para los efectos de las disposiciones del presente párrafo, las participaciones de inversión determinadas de conformidad con el inciso (ii) del párrafo (c) del artículo 6 del Acuerdo Operativo entrarán en vigor a partir del primer día de la reunión ordinaria de la Reunión de Signatarios siguiente a dicha determinación.

(c) Siempre que un Signatario o grupo de Signatarios cumpla satisfactoriamente los requisitos de representación de conformidad con los incisos (i), (ii) o (iii) del párrafo (a) del presente artículo, tendrá derecho a estar representado en la Junta de Gobernadores. En el caso de los grupos señalados en el inciso (iii) del párrafo (a) del presente artículo, dicho derecho será conferido en cuanto el órgano ejecutivo reciba una solicitud por escrito de dicho grupo y siempre que el número de grupos ya representados en la Junta de Gobernadores, en el momento de recibirse dicha solicitud por escrito, no haya llegado a los límites establecidos en el inciso (iii) del párrafo (a) del presente artículo. Si en el momento de recibirse una de dichas solicitudes por escrito, la composición de la Junta de Gobernadores ya hubiere llegado a los límites establecidos en el inciso (iii) del párrafo (a) del presente artículo, el grupo de Signatarios interesado podrá someter su solicitud a la próxima reunión ordinaria de la Reunión de Signatarios para su resolución de conformidad con las disposiciones del párrafo (d) del presente artículo.

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(d) A petición de cualquier grupo o grupos de Signatarios comprendidos en el inciso (iii) del párrafo (a) del presente artículo, la Reunión de Signatarios anualmente determinará cuáles de entre dichos grupos estarán o continuarán estando, representados en la Junta de Gobernadores. Para tal fin, si dichos grupos son más de dos de cualquier región definida por la Unión Internacional de Telecomunicaciones, o son más de cinco de todas aquellas regiones, la Reunión de Signatarios primero escogerá al grupo que tenga la más alta participación de inversión combinada de entre cada región definida por la Unión y del cual se haya recibido una solicitud por escrito de conformidad con el párrafo (c) del presente artículo. Si el número de grupos así escogidos fuere menor de cinco, los grupos restantes que deban estar representados se escogerán en el orden decreciente de las participaciones de inversión sumadas de cada grupo, sin exceder de los límites establecidos en el inciso (iii) del párrafo (a) del presente artículo.

(e) Con el fin de asegurar continuidad en la Junta de Gobernadores, cada Signatario o grupo de Signatarios representado de conformidad con los incisos (i), (ii) o (iii) del párrafo (a) de este artículo, continuará estando representado, individualmente o como parte de tal grupo, hasta la siguiente determinación efectuada de conformidad con el párrafo (b) o el párrafo (d) del presente artículo, pese a cualquier cambio que pueda ocurrir en su participación o sus participaciones de inversión como resultado de cualesquier ajustes en las participaciones de inversión. Empero, la representación como parte de un grupo cesará si el retiro del grupo de uno o más Signatarios privase al grupo del derecho a estar representado en la Junta de Gobernadores de conformidad con las disposiciones de los incisos (ii) o (iii) del párrafo (a) del presente artículo.

(f) Sujeto a las disposiciones del párrafo (g) del presente artículo, cada Gobernador tendrá una participación de voto igual a la parte de la participación de inversión del Signatario o grupo de Signatarios que representa que se deriva de la utilización del segmento espacial de INTELSAT para los siguientes tipos de servicios:

(i) servicios públicos de telecomunicaciones internacionales;

(ii) servicios públicos de telecomunicaciones nacionales entre áreas separadas por áreas que no se hallen bajo la jurisdicción del Estado interesado, o entre áreas separadas por alta mar; y

(iii) servicios nacionales públicos de telecomunicaciones entre áreas que no estén comunicadas entre sí mediante instalaciones terrestres de banda ancha y que se hallen separadas por barreras naturales de un carácter tan excepcional que impidan el establecimiento viable de instalaciones terrestres de banda ancha entre tales áreas, siempre que la Reunión de Signatarios haya otorgado previamente la aprobación pertinente de conformidad con el inciso (ii) del párrafo (b) del artículo III del presente Acuerdo.

(g) Para los fines del párrafo (f) del presente artículo, se aplicarán las siguientes reglas:

(i) si de conformidad con lo dispuesto en el párrafo (d) del artículo 6 del Acuerdo Operativo se concede a un Signatario una participación de inversión menor, la reducción se aplicará proporcionalmente a todos los tipos de su utilización;

(ii) si de conformidad con lo dispuesto en el párrafo (d) del artículo 6 del Acuerdo Operativo se concede a un Signatario una participación de inversión mayor, el incremento se aplicará proporcionalmente a todos los tipos de su utilización;

(iii) si de conformidad con lo dispuesto en el párrafo (h) del artículo 6 del Acuerdo Operativo un Signatario tiene una participación de inversión del 0,05 por ciento y forma parte de un grupo para fines de representación en la Junta de Gobernadores de conformidad con lo establecido en los incisos (ii) o (iii) del párrafo (a) del presente artículo, su participación de inversión se considerará como derivada de su utilización del segmento espacial de INTELSAT para servicios de los tipos señalados en el párrafo (f) del presente artículo; y

(iv) ningún Gobernador podrá emitir más del cuarenta por ciento de la participación de voto total de todos los Signatarios y grupos de Signatarios representados en la Junta de Gobernadores. Si la participación de voto de cualquier Gobernador llegare a exceder el cuarenta por ciento del total de las participaciones de voto, el excedente será distribuido en partes iguales entre los demás miembros en la Junta de Gobernadores.

(h) Para los fines de la composición de la Junta de Gobernadores y el cálculo de la participación de voto de los Gobernadores, las participaciones de inversión determinadas de conformidad con el inciso (ii) del subpárrafo (c) del artículo 6 del Acuerdo Operativo entrarán en

vigor a partir del primer día de la reunión ordinaria de la Reunión de Signatarios que se celebre después de dicha determinación.

(i) El quórum para toda reunión de la Junta de Gobernadores estará constituido, sea por una mayoría de la Junta de Gobernadores que incluya por lo menos dos tercios del total de la participación de voto de todos los Signatarios y grupos de Signatarios representados en la Junta de Gobernadores, sea por el número total de Gobernadores menos tres, independientemente del monto de las participaciones de voto que representen.

(j) La Junta de Gobernadores tratará de adoptar sus decisiones por unanimidad. Sin embargo, a falta de acuerdo unánime, tomará decisiones:

(i) en todas las cuestiones sustantivas, sea por un voto afirmativo emitido por un mínimo de cuatro Gobernadores que tengan por lo menos dos tercios del total de la participación de voto de todos los Signatarios y grupos de Signatarios representados en la Junta de Gobernadores, tomando en cuenta la distribución del exceso al que se refiere el inciso (iv) del párrafo (g) del presente artículo, sea por un voto afirmativo emitido por lo menos por el número total de Gobernadores menos tres, independientemente del monto de las participaciones de voto que representen;

(ii) en todas las cuestiones de procedimiento, por un voto afirmativo emitido por una mayoría simple de los Gobernadores presentes y votantes, con un voto cada uno.

(k) Las controversias sobre si una cuestión es de procedimiento o de sustancia se resolverán por el Presidente de la Junta de Gobernadores. La decisión del Presidente podrá ser rechazada por una mayoría de dos tercios de los Gobernadores presentes y votantes, con un voto cada uno.

(l) La Junta de Gobernadores podrá, si lo considera apropiado, crear comisiones consultivas para asistirla en el desempeño de sus funciones.

(m) La Junta de Gobernadores adoptará su propio reglamento, que incluirá el método para la elección de un Presidente y los demás miembros de la mesa directiva. No obstante las disposiciones del párrafo (j) del presente artículo, el reglamento podrá prever cualquier método de votación que la Junta de Gobernadores considere apropiado para la elección de los miembros de la mesa directiva.

(n) La primera reunión de la Junta de Gobernadores se convocará de acuerdo con las disposiciones del párrafo 2 del Anexo al Acuerdo Operativo. La Junta de Gobernadores se reunirá con la frecuencia necesaria, pero no menos de cuatro veces al año.

ARTICULO X

(Junta de Gobernadores: funciones)

(a) La Junta de Gobernadores tendrá la responsabilidad de la concepción, el desarrollo, la construcción, el establecimiento, la explotación y el mantenimiento del segmento espacial de INTELSAT y, de conformidad con el presente Acuerdo, el Acuerdo Operativo y las determinaciones que a este respecto hubieren sido adoptadas por la Asamblea de Partes, según lo dispone el artículo VII del presente Acuerdo, de llevar a cabo las demás actividades que emprenda INTELSAT. Para cumplir

dichas responsabilidades, la Junta de Gobernadores tendrá los poderes y ejercerá las funciones encuadradas en sus atribuciones de conformidad con el presente Acuerdo y el Acuerdo Operativo, los cuales incluirán:

(i) adoptar políticas, planes y programas en relación con la concepción, el desarrollo, la construcción, el establecimiento, la explotación y el mantenimiento del segmento espacial de INTELSAT y, según fuere apropiado, en relación con las demás actividades que INTELSAT está autorizado para emprender;

(ii) adoptar procedimientos, reglas, términos y condiciones para las adquisiciones, compatibles con el artículo XIII del presente Acuerdo, y aprobar contratos de adquisiciones;

(iii) adoptar políticas financieras e informes financieros anuales y aprobar presupuestos;

(iv) adoptar políticas y procedimientos compatibles con el artículo 17 del Acuerdo Operativo para la adquisición, protección y distribución de derechos sobre invenciones e información técnica;

(v) formular recomendaciones a la Reunión de Signatarios relativas al establecimiento de las reglas generales a que se refiere el inciso (v) del párrafo (b) del artículo VIII del presente Acuerdo;

(vi) adoptar criterios y procedimientos, de conformidad con las reglas generales que hubieran sido establecidas por la Reunión de Signatarios, para la aprobación de estaciones terrenas para acceso al segmento espacial de

INTELSAT, para la verificación y comprobación de las características de funcionamiento de estaciones terrenas que tienen acceso al segmento espacial de INTELSAT y la coordinación del acceso al segmento espacial de INTELSAT, y su utilización, por parte de dichas estaciones terrenas;

(vii) adoptar los términos y las condiciones que rijan la asignación de la capacidad del segmento espacial de INTELSAT, de conformidad con las reglas generales que hubieran sido establecidas por la Reunión de Signatarios;

(viii) determinar periódicamente las tasas de utilización del segmento espacial de INTELSAT, de conformidad con las reglas generales que hubieran sido establecidas por la Reunión de Signatarios;

(ix) adoptar las medidas que fueran apropiadas, de conformidad con las disposiciones del artículo 5 del Acuerdo Operativo, en relación con un aumento en el tope previsto en dicho artículo;

(x) dirigir la negociación con la Parte en cuyo territorio está la sede de INTELSAT, con el fin de concluir un Acuerdo de Sede relativo a los privilegios, exenciones e inmunidades a que se refiere el párrafo (c) del artículo XV del presente Acuerdo, y presentar dicho Acuerdo a la Asamblea de Partes para su decisión;

(xi) aprobar el acceso de estaciones terrenas no normalizadas al segmento espacial de INTELSAT, de conformidad con las reglas generales que hubieren sido establecidas por la Reunión de Signatarios;

(xii) establecer los términos y las condiciones de acceso al segmento espacial de INTELSAT por parte de entidades de telecomunicaciones que no estén bajo la jurisdicción de una Parte, según las reglas generales establecidas por la Reunión de Signatarios de conformidad con el inciso (v) del párrafo (b) del artículo VIII del presente Acuerdo y las disposiciones del párrafo (d) del artículo V del presente Acuerdo;

(xiii) decidir sobre la contratación de préstamos y arreglos para sobregiros, de conformidad con el artículo 10 del Acuerdo Operativo;

(xiv) presentar a la Reunión de Signatarios un informe anual sobre las actividades de INTELSAT, así como estados financieros anuales;

(xv) presentar a la Reunión de Signatarios informes acerca de futuros programas, inclusive sobre las posibles implicaciones financieras de dichos programas;

(xvi) presentar a la Reunión de Signatarios informes y recomendaciones sobre cualquier otro asunto que la Junta de Gobernadores considere apropiado para consideración por la Reunión de Signatarios;

(xvii) suministrar la información que sea requerida por cualquier Parte o Signatario que permita a dicha Parte o Signatario cumplir con sus obligaciones de conformidad con el presente Acuerdo o con el Acuerdo Operativo;

(xviii) nombrar y revocar el nombramiento del Secretario General de conformidad con el artículo XII, y del Director General de conformidad con los artículos VII, XI y XII, del presente Acuerdo;

(xix) designar a un alto funcionario del órgano ejecutivo para que actúe como Secretario General Interino, de conformidad con el inciso (i) del párrafo (d) del artículo XII, y designar a un alto funcionario del órgano ejecutivo para que actúe como Director General Interino, de conformidad con el inciso (i) del párrafo (d) del artículo XI, del presente Acuerdo;

(xx) fijar el número, el estatuto y las condiciones de empleo para todos los cargos del órgano ejecutivo, por recomendación del Secretario General o del Director General;

(xxi) aprobar el nombramiento, por el Secretario General o por el Director General, de los altos funcionarios que dependen directamente de él;

(xxii) concertar contratos, de conformidad con el inciso (ii) del párrafo (c) del artículo XI del presente Acuerdo;

(xxiii) establecer reglas internas generales y adoptar decisiones, caso por caso, respecto de la notificación a la Unión Internacional de Telecomunicaciones, de conformidad con sus reglas de procedimiento, de las frecuencias que hayan de utilizarse para el segmento espacial de INTELSAT;

(xxiv) proporcionar a la Reunión de Signatarios el asesoramiento mencionado en el inciso (ii) del párrafo (b) del artículo III del presente Acuerdo;

(xxv) expresar, de conformidad con las disposiciones del párrafo (c) del artículo XIV del presente Acuerdo, sus puntos de vista en forma de recomendaciones y dar su parecer a la Asamblea de Partes, conforme a los párrafos (d) o (e) del citado artículo, respecto de la intención de establecer, adquirir o utilizar instalaciones de segmento espacial separadas de las del segmento espacial de INTELSAT;

(xxvi) adoptar las medidas previstas en el artículo XVI del presente Acuerdo y en el artículo 21 del Acuerdo Operativo, en relación con el retiro de un Signatario de INTELSAT; y

(xxvii) expresar sus puntos de vista y formular recomendaciones sobre las propuestas de enmienda al presente Acuerdo de conformidad con el párrafo (b) del artículo XVII del mismo, proponer enmiendas al Acuerdo Operativo, de conformidad con el párrafo (a) del artículo 22 del mismo, y expresar sus puntos de vista y formular recomendaciones respecto de las propuestas de enmienda al Acuerdo Operativo de conformidad con el párrafo (b) del artículo 22 del mismo.

(b) De conformidad con las disposiciones de los párrafos (b) y (c) del Artículo VI del presente Acuerdo, la Junta de Gobernadores deberá:

(i) dar debida y adecuada consideración a las resoluciones, recomendaciones y puntos de vista dirigidos a ella por la Asamblea de Partes y por la Reunión de Signatarios; y

(ii) en sus informes a la Asamblea de Partes y a la Reunión de Signatarios, incluir información sobre las acciones o decisiones tomadas con respecto a dichas resoluciones, recomendaciones o puntos de vista y las razones por las que se hubieren tomado dichas acciones o decisiones.

ARTICULO XI

(Director General)

(a) El órgano ejecutivo estará presidido por el Director General y su estructura será establecida dentro del plazo de seis años a partir de la entrada en vigor del presente Acuerdo.

(b) (i) El Director General será el funcionario ejecutivo principal y el representante legal de INTELSAT, y responderá directamente ante la Junta de Gobernadores del desempeño de todas las funciones de la gerencia.

(ii) El Director General actuará de conformidad con las políticas y directivas de la Junta de Gobernadores.

(iii) El Director General será nombrado por la Junta de Gobernadores y estará sujeto a confirmación por la Asamblea de Partes. El Director General podrá ser despedido del cargo, existiendo causa, por la Junta de Gobernadores obrando por su propia autoridad.

(iv) La consideración principal que deberá tomarse en cuenta para el nombramiento del Director General y para la selección del resto del personal del órgano ejecutivo será la necesidad de garantizar las más altas normas de integridad, competencia y eficiencia. El Director General y el resto del personal del órgano ejecutivo se abstendrán de cualquier acción incompatible con sus responsabilidades frente a INTELSAT.

(c) (i) Las disposiciones permanentes sobre la gerencia serán compatibles con los objetivos y propósitos básicos de INTELSAT, con el carácter internacional de ésta y con la obligación de INTELSAT de proporcionar, sobre una base comercial, instalaciones de telecomunicaciones de alta calidad y confianza.

(ii) El Director General, en representación de INTELSAT, contratará con una o más entidades competentes la realización de funciones técnicas y operativas, en la máxima extensión posible dentro de la debida consideración a los costos y compatible con los criterios de idoneidad, eficacia y eficiencia. Dichas entidades podrán poseer nacionalidad diversa o ser una sociedad internacional de propiedad y bajo el control de INTELSAT. Tales contratos serán negociados, ejecutados y administrados por el Director General.

(d) (i) La Junta de Gobernadores designará a un alto funcionario del personal del órgano ejecutivo para que actúe como Director General Interino cuando el Director General

esté ausente, impedido para desempeñar sus deberes, o cuando su cargo quede vacante. El Director General Interino estará capacitado para ejercer todos los poderes que corresponden al Director General de conformidad con el presente Acuerdo y el Acuerdo Operativo. En el caso de una vacante, el Director General Interino desepeñará [1] su cargo hasta que un Director General, debidamente nombrado y confirmado, asuma su puesto a la mayor brevedad posible de conformidad con el inciso (iii) del párrafo (b) del presente artículo.

(ii) El Director General podrá delegar en otros funcionarios del órgano ejecutivo, los poderes necesarios para hacer frente a las necesidades del momento.

ARTICULO XII

(Gerencia transitoria y Secretario General)

(a) Como cuestiones prioritarias a partir de la entrada en vigor del presente Acuerdo, la Junta de Gobernadores:

(i) nombrará el Secretario General y autorizará el nombramiento del personal necesario para auxiliarlo;

(ii) peparará el contrato de servicios de gerencia de conformidad con el párrafo (e) del presente artículo; e

(iii) inciará la preparación del estudio sobre las disposiciones defintivas [2] de gerencia, de conformidad con el párrafo (f) del presente artículo.

[1] Should read "desempeñará".
[2] Should read "definitivas".

(b) El Secretario General será el representante legal de INTELSAT hata[1] que el primer Director General asuma su cargo. De conformidad con las políticas y directivas de la Junta de Gobernadores, el Secretario General será responsable de la realización de todos los servicios de gerencia, salvo aquellos que hayan de proporcionarse en virtud del contrato de servicios de gerencia concertado de conformidad con el párrafo (e) del presente artículo, inclusive los servicios especificados en el Anexo A al presente Acuerdo. El Secretario General mantendrá ampliamente al corriente a la Junta de Gobernadores sobre la actuación del contratista de servicios de gerencia en el cumplimiento de su contrato. En la medida de lo posible, el Secretario General estará presente o representado en, y observará las negociaciones de, los contratos principales dirigidos por el contratista de servicios de gerencia en representación de INTELSAT, pero no participará en las mismas. Con este fin, la Junta de Gobernadores podrá autorizar el nombramiento al órgano ejecutivo de un pequeño número de personal técnicamente calificado para que auxilie al Secretario General. El Secretario General no se interpondrá entre la Junta de Gobernadores y el contratista de servicios de gerencia ni ejercerá una función supervisora sobre dicho contratista.

(c) La consideración primordial en el nombramiento del Secretario General y en la selección del resto del personal del órgano ejecutivo, será la necesidad de garantizar las más altas normas de integridad, competencia y eficiencia. El Secretario General y demás personal del órgano ejecutivo se abstendrán de cualquier acción que sea incompatible con sus responsabilidades frente a INTELSAT. El Secretario

[1] Should read "hasta".

General podrá ser removido, si existe causa, por la Junta de Gobernadores obrando por su propia autoridad. El puesto de Secretario General dejará de existir en cuanto el primer Director General asuma su cargo.

(d) (i) La Junta de Gobernadores designará a un alto funcionario del órgano ejecutivo para que actúe como Secretario General Interino cuando el Secretario General esté ausente, impedido para desempeñar sus deberes o quede vacante su cargo. El Secretario General Interino estará capacitado para ejercer todos los poderes que corresponden al Secretario General de conformidad con el presente Acuerdo y el Acuerdo Operativo. En el caso de vacante, el Secretario General Interino desempeñará su cargo hasta que un nuevo Secretario General, nombrado por la Junta de Gobernadores a la brevedad posible, asuma su puesto.

(ii) El Secretario General podrá delegar en otros funcionarios del órgano ejecutivo, los poderes necesarios para hacer frente a las necesidades del momento.

(e) El contrato mencionado en el inciso (ii) del párrafo (a) del presente artículo se celebrará entre la "Communications Satellite Corporation", denominada en el presente Acuerdo contratista de servicios de gerencia, e INTELSAT, y abarcará la realización de servicios técnicos y operativos de gerencia para INTELSAT, según se especifica en el Anexo B al presente Acuerdo y de conformidad con las directrices que se prevén en el mismo, durante un período que terminará al final del sexto año a partir de la fecha de la entrada en vigor del presente Acuerdo. El contrato incluirá disposiciones de conformidad con las cuales el contratista de servicios de gerencia:

(i) actuará ciñéndose a las políticas y directivas pertinentes de la Junta de Gobernadores;

(ii) será directamente responsable ante la Junta de Gobernadores hasta que el primer Director General asuma su cargo, y a partir de entonces lo será por conducto del Director General; y

(iii) suministrará al Secretario General toda la información necesaria para que éste mantenga ampliamente al corriente a la Junta de Gobernadores sobre la actuación del contratista de servicios de gerencia, y para que esté presente o representado, y observar pero no intervenir, en las negociaciones de los contratos principales efectuados en representación de INTELSAT por el contratista de servicios de gerencia.

El contratista de servicios de gerencia negociará, otorgará, enmendará y administrará los contratos en representación de INTELSAT, dentro del límite de sus responsabilidades conforme al contrato de servicios de gerencia y según lo autorice de otra forma la Junta de Gobernadores. De conformidad con una autorización bajo el contrato de servicios de gerencia, o según lo autorice de otra forma la Junta de Gobernadores, el contratista de servicios de gerencia firmará contratos en representación de INTELSAT dentro del límite de sus responsabilidades. Todos los demás contratos deberán ser firmados por el Secretario General.

(f) El estudio a que se refiere al inciso (iii) del párrafo (a) del presente artículo se iniciará a la brevedad posible y, en todo caso, dentro del plazo de un año a partir de la fecha en que el presente Acuerdo

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entre en vigor. Será llevado a cabo por la Junta de Gobernadores y tendrá como fin suministrar la información necesaria para determinar las disposiciones definitivas de gerencia que sean más eficientes y efectivas dentro de las normas contenidas en el artículo XI del presente Acuerdo. El estudio tomará en cuenta, entre otros, los siguientes elementos:

(i) los principios señalados en el inciso (i) del párrafo (c) del artículo XI y la política expresada en el inciso (ii) del párrafo (c) del artículo XI, del presente Acuerdo;

(ii) la experiencia adquirida durante el período de aplicación del Acuerdo Provisional y de las disposiciones transitorias de gerencia previstas en el presente artículo;

(iii) la organización y los procedimientos adoptados por entidades de telecomunicaciones en todo el mundo y, en especial, los referentes a la aplicación de los principios rectores a la gerencia y a la eficiencia de la misma;

(iv) información similar a la mencionada en el inciso (iii) del presente párrafo respecto de empresas multinacionales dedicadas a la aplicación de tecnologías avanzadas; e

(v) informes que serán encomendados a no menos de tres asesorías profesionales en cuestiones de gerencia en diferentes partes del mundo.

(g) Dentro del plazo de cuatro años a partir de la fecha de la entrada en vigor del presente Acuerdo, la Junta de Gobernadores presentará a la Asamblea de Partes un informe completo que incorpore los resultados del estudio a que se refiere el inciso (iii) del párrafo (a)

del presente artículo, y que incluirá las recomendaciones de la Junta de Gobernadores sobre la estructura del órgano ejecutivo. Enviará también copias de dicho informe, tan pronto esté disponible, a la Reunión de Signatarios y a todas las Partes y Signatarios.

(h) Dentro del plazo de cinco años a partir de la fecha de la entrada en vigor del presente Acuerdo, la Asamblea de Partes, después de haber considerado el informe de la Junta de Gobernadores mencionado en el párrafo (g) del presente artículo y cualquier otro punto de vista sobre el asunto que pudiera haber expresado la Reunión de Signatarios, adoptará la estructura del órgano ejecutivo que sea compatible con las disposiciones del Artículo XI del presente Acuerdo.

(i) El Director General asumirá su cargo un año antes de que termine el contrato de servicios de gerencia mencionado en el inciso (ii) del párrafo (a) del presente artículo, o el 31 de diciembre de 1976, de las dos fechas la que ocurra primero. La Junta de Gobernadores nombrará al Director General y la Asamblea de Partes confirmará el nombramiento con la anticipación suficiente para permitir al Director General asumir su cargo de conformidad con el presente párrafo. Al asumir su cargo, el Director General será responsable de todos los servicios de gerencia, incluyendo el desempeño de las funciones realizadas hasta ese momento por el Secretario General, y de la supervisión de la actuación del contratista de servicios de gerencia.

(j) El Director General, actuando de conformidad con las políticas y directivas pertinentes de la Junta de Gobernadores, tomará todas las medidas necesarias para asegurar que las disposiciones definitivas de gerencia serán aplicadas en su totalidad dentro del plazo de seis años a partir de la fecha de entrada en vigor del presente Acuerdo.

ARTICULO XIII

(Adquisiciones)

(a) De conformidad con el presente artículo, la adquisición de los bienes y prestación de servicios requeridos por INTELSAT se efectuará mediante el otorgamiento de contratos, basados en respuestas a ofertas en licitación internacional pública, a los licitantes que ofrezcan la mejor combinación de calidad, precio y plazo de entrega óptimo. Los servicios a que se refiere el presente artículo son aquellos que han de prestar personas jurídicas.

(b) Si hubiera más de una oferta que contuviera tal combinación, el contrato será otorgado de manera que estimule, en los intereses de INTELSAT, la competencia mundial.

(c) Podrá prescindirse de la licitación internacional pública en aquellos casos específicamente mencionados en el artículo 16 del Acuerdo Operativo.

ARTICULO XIV

(Derechos y obligaciones de los miembros)

(a) Las Partes y los Signatarios ejercerán los derechos y cumplirán las obligaciones que les corresponden conforme al presente Acuerdo, de forma que se respeten plenamente y se promuevan los principios enunciados en el Preámbulo y las disposiciones del presente Acuerdo.

(b) Se permitirá a todas la Partes y a todos los Signatarios estar presente y participar en todas las conferencias y reuniones en las cuales tengan derecho a estar representados de conformidad con cualesquiera disposiciones del presente Acuerdo y del Acuerdo Operativo, así como en cualquier otra reunión convocada o que se celebre

bajo los auspicios de INTELSAT, de conformidad con los acuerdos hechos por INTELSAT para tales reuniones, independientemente del lugar donde se celebren. El órgano ejecutivo se asegurará de que los acuerdos con la Parte o Signatario anfitrión para cada una de tales conferencias o reuniones prevean la admisión y estancia en el país anfitrión por la duración de dicha conferencia o reunión de los representantes de todas las Partes y de todos los Signatarios con derecho a asistir.

(c) En la medida en que cualquier Parte, Signatario o persona bajo la jurisdicción de una Parte, tenga la intención de establecer, adquirir o utilizar instalaciones de segmento espacial separadas de las del segmento espacial de INTELSAT para satisfacer sus necesidades en materia de servicios públicos de telecomunicaciones nacionales, dicha Parte o dicho Signatario, antes de establecer, adquirir o utilizar tales instalaciones, deberá consultar con la Junta de Gobernadores, la cual expresará en forma de recomendaciones sus conclusiones respecto de la compatibilidad técnica de tales instalaciones y de su operación con el uso por INTELSAT del espectro de frecuencias radioeléctricas y del espacio orbital para su segmento espacial existente o proyectado.

(d) En la medida en que cualquier Parte, Signatario o persona bajo la jurisdicción de una Parte proyecte, individual o conjuntamente, establecer, adquirir o utilizar instalaciones de segmento espacial separadas de las del segmento espacial de INTELSAT para satisfacer sus necesidades en materia de servicios públicos de telecomunicaciones internacionales, dichas Partes o dichos Signatarios, antes de establecer, adquirir o utilizar tales instalaciones, deberán suministrar a la Asamblea de Partes toda la información pertinente y consultar con la misma, por conducto de la Junta de Gobernadores, para asegurar la compatibilidad técnica de tales instalaciones y

de su operación con el uso por INTELSAT del espectro de frecuencias radioeléctricas y del espacio orbital para su segmento espacial existente o proyectado y para evitar perjuicios económicos considerables para el sistema global de INTELSAT. Una vez efectuadas dichas consultas, la Asamblea de Partes, tomando en consideración el asesoramiento de la Junta de Gobernadores, expresará en forma de recomendaciones sus conclusiones respecto de las consideraciones expresadas en este párrafo, así como respecto de que el suministro o la utilización de tales instalaciones no perjudicará el establecimiento de enlaces directos de telecomunicaciones por medio del segmento espacial de INTELSAT entre todos los participantes.

(e) En la medida en que cualquier Parte, Signatario, o persona bajo la jurisdicción de una Parte, tenga la intención de establecer, adquirir o utilizar instalaciones de segmento espacial separadas de las del segmento espacial de INTELSAT para satisfacer sus necesidades en materia de servicios especializados de telecomunicaciones nacionales o internacionales, la Parte o el Signatario correspondiente, antes de establecer, adquirir o utilizar tales instalaciones, suministrará toda la información pertinente a la Asamblea de Partes, por conducto de la Junta de Gobernadores. La Asamblea de Partes, teniendo en cuenta el asesoramiento de la Junta de Gobernadores, expresará en forma de recomendaciones sus conclusiones respecto de la compatibilidad técnica de tales instalaciones y su operación con el uso por INTELSAT del espectro de frecuencias radioeléctricas y del espacio orbital para su segmento espacial existente o proyectado.

(f) Las recomendaciones de la Asamblea de Partes o de la Junta de Gobernadores hechas de conformidad con el presente artículo, se formularán dentro de un plazo de seis meses a partir de la fecha en que se inicien los procedimientos señalados en los párrafos anteriores. Para este fin, se podrá convocar una reunión extraordinaria de la Asamblea de Partes.

(g) El presente Acuerdo no se aplicará al establecimiento, a la adquisición ni a la utilización de instalaciones de segmento espacial separadas de las del segmento espacial de INTELSAT únicamente para propósitos de seguridad nacional.

ARTICULO XV

(Sede de INTELSAT, privilegios, exenciones e inmunidades)

(a) La sede de INTELSAT estará situada en Washington.

(b) Dentro del alcance de las actividades autorizadas por el presente Acuerdo, INTELSAT y sus bienes estarán exentos en todo Estado Parte del presente Acuerdo, de todo impuesto nacional sobre los ingresos y de todo impuesto directo nacional sobre los bienes y de todo derecho de aduana sobre satélites de telecomunicaciones y piezas y partes para dichos satélites que serán lanzados para uso en el sistema mundial. Cada Parte se compromete a hacer lo posible para otorgar a INTELSAT y a sus bienes, de conformidad con sus procedimientos internos, aquellas otras exenciones de impuestos sobre los ingresos, de impuestos directos sobre los bienes, y de los derechos arancelarios, que sean deseables teniendo en cuenta la naturaleza peculiar de INTELSAT.

(c) Cada Parte que no sea la Parte en cuyo territorio se encuentra la sede de INTELSAT, o la Parte en cuyo territorio se encuentra la sede de INTELSAT, según el caso, otorgará, de conformidad con el Protocolo o el Acuerdo de Sede a que se refiere el presente párrafo, respectivamente, los privilegios, las exenciones y las inmunidades apropiadas a INTELSAT, a sus altos funcionarios y a aquellas categorías de empleados especificadas en dichos Protocolo y Acuerdo de Sede, a las Partes y a los representantes de Partes, a los Signatarios y a los representantes de Signatarios y a las personas que participen en procedimientos de arbitraje. En particular, cada Parte otorgará a dichos individuos inmunidad de proceso judicial por actos realizados, o palabras escritas o pronunciadas, en el ejercicio de sus funciones y dentro de los límites de sus obligaciones al grado y en los casos previstos en el Acuerdo de Sede y el Protocolo mencionados en el presente párrafo. La Parte en cuyo territorio se encuentra la sede de INTELSAT deberá, a la brevedad posible, concertar un Acuerdo de Sede con INTELSAT relativo a privilegios, exenciones e inmunidades. El Acuerdo de Sede deberá incluir una disposición en el sentido de que todo Signatario que actúe como tal, salvo el Signatario designado por la Parte en cuyo territorio se ubica la sede, estará exento de impuestos nacionales sobre ingresos percibidos de INTELSAT en el territorio de dicha Parte. Las demás Partes concertarán, a la brevedad posible, un Protocolo relativo a privilegios, exenciones e inmunidades. El Acuerdo de Sede y el Protocolo serán independientes del presente Acuerdo y cada uno preverá las condiciones de su terminación.

ARTICULO XVI

(Retiro)

(a) (i) Cualquier Parte o Signatario podrá retirarse voluntariamente de INTELSAT. Las Partes notificarán por escrito al Depositario su decisión de retirarse. La decisión de retiro de un Signatario se notificará por escrito al órgano ejecutivo por conducto de la Parte que lo designó y dicha notificación significará la aceptación por la Parte de la notificación de la decisión de retiro.

(ii) El retiro voluntario notificado de conformidad con el inciso (i) del presente párrafo surtirá efecto, y tanto el presente Acuerdo como el Acuerdo Operativo dejarán de estar en vigor para la Parte o el Signatario que se retira, tres meses después de la fecha de recibo de la notificación o, si la notificación así lo indicara, en la fecha en que se lleve a cabo la siguiente determinación de participaciones de inversión de conformidad con el inciso (ii) del párrafo (c) del artículo 6 del Acuerdo Operativo después del término del mencionado plazo de tres meses.

(b) (i) Si pareciere que una Parte ha dejado de cumplir cualesquiera de las obligaciones estipuladas en el presente Acuerdo, la Asamblea de Partes, tras de recibir notificación a este efecto o actuando por propia iniciativa y habiendo considerado cualesquiera alegaciones presentadas por la Parte, podrá decidir,

si encuentra que en efecto ha ocurrido dicho incumplimiento, que se considere dicha Parte como retirada de INTELSAT. El presente Acuerdo dejará de estar en vigor para dicha Parte a partir de la fecha de tal decisión. A este efecto, podrá convocarse una reunión extraordinaria de la Asamblea de Partes.

(ii) Si pareciere que un Signatario, como tal, ha dejado de cumplir cualesquiera de las obligaciones estipuladas en el presente Acuerdo o en el Acuerdo Operativo, que no sean aquéllas impuestas por el párrafo (a) del artículo 4 del Acuerdo Operativo, y que dicho incumplimiento no ha sido remediado tres meses después de que el Signatario hubiere recibido notificación por escrito del órgano ejecutivo de una resolución de la Junta de Gobernadores por la que ésta toma nota del incumplimiento, la Junta de Gobernadores, tras de considerar las alegaciones presentadas por el Signatario o por la Parte que lo designó, podrá suspender los derechos del Signatario correspondiente y podrá asimismo recomendar a la Reunión de Signatarios que se considere a dicho Signatario como retirado de INTELSAT. Si la Reunión de Signatarios, tras de examinar las alegaciones presentadas por dicho Signatario o por la Parte que lo designó, aprueba la citada recomendación de la Junta de Gobernadores, el retiro del Signatario surtirá efectos [1] a partir de la fecha de su aprobación, y tanto el presente Acuerdo como el Acuerdo Operativo dejarán de estar en vigor para el mismo a partir de esa fecha.

[1] Should read "efecto".

(c) Si un Signatario dejase de pagar alguna suma que adeudara de conformidad con el párrafo (a) del artículo 4 del Acuerdo Operativo dentro de los tres meses a partir de la fecha del vencimiento de tal pago, los derechos del Signatario conforme al presente Acuerdo y al Acuerdo Operativo quedarán automáticamente suspendidos. Si dentro de los tres meses a partir de la fecha de la suspensión, el Signatario no hubiese pagado la totalidad de las sumas adeudadas, o la Parte que lo designó no hubiese hecho una sustitución de conformidad con el párrafo (f) del presente artículo, la Junta de Gobernadores, tras de considerar las alegaciones presentadas por dicho Signatario o por la Parte que lo designó, podrá recomendar a la Reunión de Signatarios que se considere a dicho Signatario como retirado de INTELSAT. La Reunión de Signatarios, tras de examinar las alegaciones presentadas por dicho Signatario, podrá decidir que éste sea considerado como retirado de INTELSAT, y a partir de la fecha de tal decisión el presente Acuerdo y el Acuerdo Operativo dejarán de estar en vigor para el Signatario.

(d) El retiro de una Parte como tal implicará el retiro simultáneo del Signatario designado por dicha Parte, o de la Parte en su capacidad de Signatario, según el caso, y el presente Acuerdo y el Acuerdo Operativo dejarán de estar en vigor para dicho Signatario en la misma fecha en que el presente Acuerdo deje de estar en vigor para la Parte que lo designó.

(e) En todos los casos de retiro de un Signatario de INTELSAT, la Parte que lo designó asumirá la calidad de Signatario, o designará a un nuevo Signatario cuya designación surtirá efecto en la fecha de dicho retiro, o se retirará de INTELSAT.

(f) Si por algún motivo una Parte desea sustituirse por el Signatario que había designado, o designar un nuevo Signatario, dará aviso por escrito al efecto al Depositario; y luego de asumir el nuevo Signatario todas las obligaciones pendientes del anterior Signatario y después de firmar el Acuerdo Operativo, el presente Acuerdo y el Acuerdo Operativo entrarán en vigor para el nuevo Signatario y dejarán de estar en vigor para el Signatario que había sido designado en primer lugar y para quien estaban en vigor.

(g) Al recibir el Depositario o el órgano ejecutivo, según el caso, la notificación de la decisión de retiro de conformidad con el inciso (i) del párrafo (a) del presente artículo, la Parte que presentó dicha notificación y el Signatario designado por la misma, o el Signatario respecto del cual se efectuó la notificación, según el caso, perderán todos los derechos de representación y de voto en todos los órganos de INTELSAT y no contraerán responsabilidad ni obligación alguna después del recibo de la notificación, salvo que el Signatario tendrá la obligación, a menos de que la Junta de Gobernadores decida de otra forma de conformidad con el párrafo (d) del artículo 21 del Acuerdo Operativo, de pagar la parte que le corresponde de las contribuciones de capital necesarias para atender tanto los compromisos contractuales específicamente autorizados antes de tal recibo, como las responsabilidades que emanen de actos u omisiones anteriores a tal recibo.

(h) Durante el período de suspensión de los derechos de un Signatario de conformidad con el inciso (ii) del párrafo (b), o el párrafo (c),

del presente artículo, dicho Signatario continuará teniendo todas las obligaciones y responsabilidades de un Signatario conforme al presente Acuerdo y al Acuerdo Operativo.

(i) Si de conformidad con el inciso (ii) del párrafo (b) o párrafo (c) del presente artículo, la Reunión de Signatarios decide no aprobar la recomendación de la Junta de Gobernadores de que un Signatario sea considerado como retirado de INTELSAT, la suspensión se revocará en la fecha de tal decisión y a partir de la misma el Signatario gozará de todos los derechos previstos en el presente Acuerdo y el Acuerdo Operativo, a reserva de que cuando un Signatario sea suspendido de conformidad con el párrafo (c) del presente artículo, en cuyo caso la suspensión no será revocada hasta que el Signatario haya pagado las sumas adeudadas de conformidad con el párrafo (a) del artículo 4 del Acuerdo Operativo.

(j) Si de conformidad con el inciso (ii) del párrafo (b), o con el párrafo (c), del presente artículo, la Reunión de Signatarios aprueba la recomendación de la Junta de Gobernadores de que un Signatario sea considerado como retirado de INTELSAT, dicho Signatario, después de tal aprobación, no incurrirá en obligación ni responsabilidad alguna, excepto que tendrá la obligación, a menos que la Junta de Gobernadores decida de otra forma de conformidad con el párrafo (d) del artículo 21 del Acuerdo Operativo, de pagar la parte que le corresponde de las contribuciones de capital necesarias para hacer frente tanto a los compromisos contractuales específicamente autorizados antes de tal aprobación, como a las responsabilidades que emanen de actos u omisiones anteriores a tal aprobación.

(k) Si de conformidad con el inciso (i) del párrafo (b) del presente artículo, la Asamblea de Partes decide que una Parte sea considerada como retirada de INTELSAT, esa Parte en su calidad de Signatario, o su Signatario designado, según el caso, no incurrirá en obligación ni responsabilidad alguna después de tal decisión, excepto que la Parte en su calidad de Signatario, o su Signatario designado, según el caso, tendrá la obligación, a menos de que la Junta de Gobernadores decida de otra forma de conformidad con el párrafo (d) del artículo 21 del Acuerdo Operativo, de pagar la parte que le corresponde de las contribuciones de capital necesarias para hacer frente tanto a los compromisos contractuales específicamente autorizados antes de tal decisión, como a las responsabilidades que emanen de actos u omisiones anteriores a tal decisión.

(l) La liquidación de las cuentas entre INTELSAT y un Signatario para el cual el presente Acuerdo y el Acuerdo Operativo han dejado de estar en vigor, salvo en el caso de sustitución de conformidad con el párrafo (f) del presente artículo, se efectuará de conformidad con el artículo 21 del Acuerdo Operativo.

(m) (i) La notificación de la decisión de una Parte de retirarse de conformidad con el inciso (i) del párrafo (a) del presente artículo será transmitida por el Depositario a todas las Partes y al órgano ejecutivo, el cual la transmitirá a todos los Signatarios.

(ii) Si la Asamblea de Partes decide que se considere a una Parte como retirada de INTELSAT conforme a lo dispuesto en el inciso (i) del párrafo (b) del presente artículo, el

órgano ejecutivo lo notificará a todos los Signatarios y al Depositario, el cual lo notificará a todas las Partes.

(iii) La notificación de la decisión de un Signatario de retirarse de conformidad con el inciso (i) del párrafo (a) del presente artículo o del retiro de un Signatario de conformidad con el inciso (ii) del párrafo (b), o con los párrafos (c) o (d), del presente artículo, será transmitida por el órgano ejecutivo a todos los Signatarios y al Depositario, el cual lo notificará a todas las Partes.

(iv) La suspensión de un Signatario conforme al inciso (ii) del párrafo (b), o al párrafo (c), del presente artículo, será notificada por el órgano ejecutivo a todos los Signatarios y al Depositario, el cual lo notificará a todas las Partes.

(v) La sustitución de un Signatario conforme al párrafo (f) del presente artículo, será notificada por el Depositario a todas las Partes y al órgano ejecutivo, el cual lo notificará a todos los Signatarios.

(n) No se exigirá el retiro de INTELSAT de Parte alguna, ni del Signatario que ésta haya designado, como consecuencia directa de cualquier cambio en la condición de dicha Parte respecto de la Unión Internacional de Telecomunicaciones.

ARTICULO XVII

(Enmiendas)

(a) Cualquier Parte podrá proponer enmiendas al presente Acuerdo. Las propuestas de enmienda serán presentadas al órgano ejecutivo, el cual las distribuirá a todas las Partes y Signatarios a la brevedad posible.

(b) Las propuestas de enmienda serán consideradas por la Asamblea de Partes en su primera reunión ordinaria siguiente a la distribución por el órgano ejecutivo, o bien en una reunión extraordinaria anterior convocada conforme al artículo VII del presente Acuerdo, siempre que en ambos casos las propuestas hayan sido distribuidas no menos de noventa días antes de la apertura de la reunión correspondiente. La Asamblea de Partes, a este efecto, examinará las observaciones y las recomendaciones que haya recibido respecto de las propuestas de enmienda de la Reunión de Signatarios o de la Junta de Gobernadores.

(c) La Asamblea de Partes tomará decisiones respecto de las propuestas de enmienda de conformidad con las reglas de quórum y votación establecidas en el artículo VII del presente Acuerdo. Asimismo, podrá modificar propuestas de enmienda distribuidas conforme al párrafo (b) del presente artículo y tomar decisiones sobre propuestas de enmienda que no hubieran sido así distribuidas pero que resulten directamente de una propuesta de enmienda o de una enmienda modificada.

(d) Las enmiendas aprobadas por la Asamblea de Partes entrarán en vigor, de conformidad con el párrafo (e) del presente artículo, después de que el Depositario haya recibido notificación de la aprobación, aceptación o ratificación de la enmienda, sea por:

(i) dos tercios de los Estados que eran Partes en la fecha en que la enmienda fue aprobada por la Asamblea de Partes, siempre que dichos dos tercios incluyan Partes que tenían entonces, o cuyos Signatarios designados tenían entonces, por lo menos dos tercios del total de las participaciones de inversión; o por

(ii) un número de Estados igual o superior al ochenta y cinco por ciento del número total de Estados que eran Partes en la fecha en que la enmienda fue aprobada por la Asamblea de Partes, cualquiera que fuere el monto de las participaciones de inversión que dichas Partes o sus Signatarios designados hubieren tenido en esa ocasión.

(e) El Depositario notificará a todas las Partes, tan pronto como las haya recibido, las aceptaciones, aprobaciones o ratificaciones requeridas por el párrafo (d) del presente artículo para la entrada en vigor de una enmienda. Noventa días a partir de la fecha de esta notificación, la enmienda entrará en vigor para todas las Partes, incluso para aquellas que aún no la hubieren aceptado, aprobado o ratificado y que no se hubieren retirado de INTELSAT.

(f) No obstante las disposiciones de los párrafos (d) y (e) del presente artículo, ninguna enmienda entrará en vigor antes de ocho meses ni después de dieciocho meses a partir de la fecha en que haya sido aprobada por la Asamblea de Partes.

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ARTICULO XVIII

(Solución de controversias)

(a) Todas las controversias jurídicas que surjan en relación con los derechos y las obligaciones que se estipulan en el presente Acuerdo, o en relación con obligaciones asumidas por las Partes de conformidad con el párrafo (c) del artículo 14 o el párrafo (c) del artículo 15 del Acuerdo Operativo, entre las Partes entre sí, o entre INTELSAT y una o más Partes, si no se resolvieran de otro modo dentro de un plazo razonable, serán sometidas a arbitraje de conformidad con las disposiciones del Anexo C al presente Acuerdo. Toda controversia jurídica que surja en relación con los derechos y las obligaciones de conformidad con el presente Acuerdo y el Acuerdo Operativo entre una o más Partes y uno o más Signatarios, podrá someterse a arbitraje de conformidad con las disposiciones del Anexo C al presente Acuerdo, siempre que la Parte o Partes y el Signatario o Signatarios interesados así lo convengan.

(b) Todas las controversias jurídicas que surjan en relación con los derechos y las obligaciones de conformidad con el presente Acuerdo, o en relación con las obligaciones asumidas por las Partes de conformidad con el párrafo (c) del artículo 14 o con el párrafo (c) del artículo 15 del Acuerdo Operativo, entre una parte y un Estado que ha dejado de ser Parte, o entre INTELSAT y un Estado que ha dejado de ser Parte, y que surjan después de que dicho Estado dejó de ser Parte, si no se resolvieran de otro modo dentro de un plazo razonable, serán sometidas a arbitraje de conformidad con las disposiciones del Anexo C al presente Acuerdo, siempre que el Estado que ha dejado de ser Parte así lo acuerde. Si un Estado deja de ser Parte, o si un Estado o

entidad de telecomunicaciones dejan de ser Signatarios, después de haber comenzado un arbitraje en el que es litigante, de conformidad con el párrafo (a) del presente artículo, dicho arbitraje será continuado y concluido.

(c) Todas las controversias jurídicas que surjan como consecuencia de acuerdos concertados entre INTELSAT y cualquier Parte estarán sujetas a las disposiciones sobre solución de controversias contenidas en dichos acuerdos. De no existir tales disposiciones, dichas controversias, si no se resolvieran de otro modo, podrán ser sometidas a arbitraje de conformidad con las disposiciones del Anexo C al presente Acuerdo si los litigantes así lo acuerdan.

ARTICULO XIX

(Firma)

(a) El presente Acuerdo estará abierto a la firma en Washington, del 20 de agosto 1971 hasta que entre en vigor, o hasta que haya transcurrido un plazo de nueve meses, de las dos fechas la que ocurra primero:

(i) por el Gobierno de cualquier Estado parte en el Acuerdo Provisional;

(ii) por el Gobierno de cualquier otro Estado miembro de la Unión Internacional de Telecomunicaciones.

(b) Cualquier Gobierno que firme el presente Acuerdo podrá hacerlo sin que su firma esté sujeta a ratificación, aceptación o aprobación, o acompañar su firma con una declaración de que está sujeta a ratificación, aceptación o aprobación.

(c) Cualquier Estado al que se refiere el párrafo (a) del presente artículo podrá adherirse al presente Acuerdo después de que esté cerrado a la firma.

(d) No se podrá hacer reserva alguna al presente Acuerdo.

ARTICULO XX

(Entrada en vigor)

(a) El presente Acuerdo entrará en vigor sesenta días después de la fecha en que lo hayan firmado no sujeto a ratificación, aceptación o aprobación, o lo hayan ratificado, aceptado o aprobado, o se hayan adherido a él, dos tercios de los Estados que eran partes en el Acuerdo Provisional en la fecha en que el presente Acuerdo se abrió a firma, siempre y cuando:

(i) dichos dos tercios incluyan partes que entonces tenían, o partes cuyos signatarios del Acuerdo Especial entonces tenían, por lo menos dos tercios de las cuotas bajo el Acuerdo Especial; y

(ii) dichas partes o sus entidades de telecomunicaciones designadas hayan firmado el Acuerdo Operativo.

En la fecha en que se inicie dicho período de sesenta días, entrarán en vigor las disposiciones del párrafo 2 del Anexo al Acuerdo Operativo a los fines estipulados en el mismo. No obstante las disposiciones antes mencionadas, el presente Acuerdo no entrará en vigor antes de un plazo de ocho meses o más de dieciocho meses a partir de la fecha en que se abra a firma.

(b) Para un Estado cuyo instrumento de ratificación, aceptación, aprobación o adhesión se deposite después de la fecha en que el

presente Acuerdo entre en vigor de conformidad con el párrafo (a) del presente artículo, el presente Acuerdo entrará en vigor en la fecha de tal depósito.

(c) Una vez que el presente Acuerdo entre en vigor de conformidad con el párrafo (a) del presente artículo, podrá aplicarse provisionalmente para cualquier Estado cuyo Gobierno lo haya firmado sujeto a ratificación, aceptación o aprobación, si dicho Gobierno así lo solicita en el momento de la firma o en cualquier fecha ulterior antes de la entrada en vigor del presente Acuerdo. La aplicación provisional terminará:

(i) al depositarse un instrumento de ratificación, aceptación o aprobación del presente Acuerdo por parte de dicho Gobierno;

(ii) al expirar un plazo de dos años a partir de la fecha en que el presente Acuerdo entre en vigor, sin haber sido ratificado, aceptado o aprobado por dicho Gobierno; o

(iii) al notificar dicho Gobierno, antes de la expiración del plazo mencionado en el inciso (ii) del presente párrafo, su decisión de no ratificar, aceptar o aprobar el presente Acuerdo.

Si la aplicación provisional termina de conformidad con los incisos (ii) o (iii) del presente párrafo, las disposiciones de los párrafos (g) y (l) del artículo XVI del presente Acuerdo regirán los derechos y las obligaciones de la Parte y de su Signatario designado.

(d) No obstante las disposiciones del presente artículo, el presente Acuerdo no entrará en vigor para ningún Estado, ni será aplicado

provisionalmente en relación con Estado alguno, hasta que su Gobierno, o la entidad de telecomunicaciones designada de conformidad con el presente Acuerdo, haya firmado el Acuerdo Operativo.

(e) Al entrar en vigor, el presente Acuerdo remplazará y dejará sin efecto al Acuerdo Provisional.

ARTICULO XXI

(Disposiciones diversas)

(a) Las lenguas oficiales y de trabajo de INTELSAT serán el español, el francés y el inglés.

(b) Las disposiciones internas del órgano ejecutivo estipularán la pronta distribución a todas las Partes y Signatarios de copias de todo documento de INTELSAT de conformidad con sus pedidos.

(c) De conformidad con lo establecido por la Resolución 1721 (XVI) de la Asamblea General de las Naciones Unidas, el órgano ejecutivo enviará al Secretario General de las Naciones Unidas y a los Organismos Especializados interesados, para su información, un informe anual sobre las actividades de INTELSAT.

ARTICULO XXII

(Depositario)

(a) El Gobierno de los Estados Unidos de América será el Depositario del presente Acuerdo, y será el Gobierno ante el cual serán depositadas las declaraciones a que se refiere el párrafo (b) del artículo XIX del presente Acuerdo, los instrumentos de ratificación, aceptación, aprobación o adhesión, las solicitudes de aplicación provisional y las notificaciones de ratificación, aceptación o aprobación

de enmiendas, de decisiones de retirarse de INTELSAT, o de terminar la aplicación provisional del presente Acuerdo.

(b) El presente Acuerdo, cuyos textos en español, francés e inglés son igualmente auténticos, se depositará en los archivos del Depositario. El Depositario enviará copias certificadas del texto del presente Acuerdo a todos los Gobiernos que lo han firmado o han depositado instrumentos de adhesión al mismo y a la Unión Internacional de Telecomunicaciones y notificará a dichos Gobiernos y a la Unión Internacional de Telecomunicaciones, las firmas, las declaraciones bajo el párrafo (b) del artículo XIX del presente Acuerdo, el depósito de instrumentos de ratificación, aceptación, aprobación o adhesión, las solicitudes de aplicación provisional, del comienzo del período de sesenta días a que se refiere el párrafo (a) del artículo XX del presente Acuerdo, la entrada en vigor del presente Acuerdo, las notificaciones de ratificación, aceptación o aprobación de enmiendas, la entrada en vigor de enmiendas, las decisiones de retirarse de INTELSAT, los retiros y las terminaciones de aplicación provisional del presente Acuerdo. La notificación del comienzo del período de sesenta días se efectuará el primer día de dicho período.

(c) Al entrar en vigor el presente Acuerdo, el Depositario lo registrará en la Secretaría de las Naciones Unidas, de conformidad con el artículo 102 de la Carta de las Naciones Unidas.

EN TESTIMONIO DE LO CUAL, los Plenipotenciarios respectivos, reunidos en la ciudad de Washington, habiendo presentado sus plenos poderes, hallados en buena y debida forma, firman el presente Acuerdo.

HECHO en Washington, el día 20 de agosto del año de mil novecientos setenta y uno.

ANEXO A

FUNCIONES DEL SECRETARIO GENERAL

Entre las funciones del Secretario General mencionadas en el párrafo (b) del artículo XII del presente Acuerdo se incluirán las siguientes:

1) llevar al dia las previsiones de tráfico de INTELSAT y con este objeto convocar reuniones regionales periódicas para calcular las demandas de tráfico;

2) aprobar solicitudes de acceso al segmento espacial de INTELSAT de estaciones terrenas normalizadas, informar a la Junta de Gobernadores sobre solicitudes de acceso por estaciones terrenas no normalizadas y llevar datos sobre fechas de disponibilidad de estaciones terrenas nuevas y existentes;

3) llevar datos basados en informes presentados por los Signatarios, por otros propietarios de estaciones terrenas y por el contratista de servicios de gerencia sobre las posibilidades y las limitaciones técnicas y operativas de todas las estaciones terrenas nuevas y existentes;

4) llevar una oficina de documentación sobre las asignaciones de frecuencias a los usuarios y hacer lo necesario para el registro de frecuencias en la Unión Internacional de Telecomunicaciones;

5) preparar presupuestos de gastos y de operación y calcular necesidades de ingresos, basándose en hipótesis de planificación aprobadas por la Junta de Gobernadores;

6) recomendar a la Junta de Gobernadores las tasas de utilización del segmento espacial de INTELSAT;

7) recomendar a la Junta de Gobernadores métodos de aplicación de contabilidad;

8) llevar libros de contabilidad y tenerlos en condiciones de revisión, según lo requiera la Junta de Gobernadores, así como preparar estados financieros mensuales y anuales;

9) calcular las participaciones de inversión de los Signatarios, facturar a los Signatarios las contribuciones de capital, facturar a los usuarios por su utilización del segmento espacial de INTELSAT, recibir pagos en efectivo en nombre de INTELSAT y distribuir a los Signatarios los ingresos y demás desembolsos en efectivo en representación de INTELSAT;

10) informar a la Junta de Gobernadores respecto de Signatarios morosos en sus contribuciones de capital y respecto de usuarios morosos en sus pagos por la utilización del segmento espacial de INTELSAT;

11) aprobar y liquidar facturas presentadas a INTELSAT por compras autorizadas y contratos celebrados por el órgano ejecutivo, así como rembolsar al contratista de servicios de gerencia los gastos incurridos por adquisiciones y contratos celebrados en representación de INTELSAT y autorizados por la Junta de Gobernadores;

12) administrar programas de prestaciones sociales para los empleados de INTELSAT, así como pagar salarios y gastos autorizados del personal de INTELSAT;

13) invertir o depositar fondos disponibles y girar sobre tales inversiones o depósitos cuando sea necesario para cumplir con las obligaciones de INTELSAT;

14) llevar los datos de los bienes de INTELSAT y de su depreciación y llevar, en colaboración con el contratista de servicios de gerencia

y los Signatarios apropiados, los inventarios de los bienes de INTELSAT;

15) recomendar términos y condiciones para los acuerdos de asignación de utilización del segmento espacial de INTELSAT;

16) recomendar programas de seguros para la protección de los bienes de INTELSAT y disponer lo necesario al efecto cuando sea autorizado por la Junta de Gobernadores;

17) para los fines del párrafo (d) del artículo XIV del presente Acuerdo, analizar e informar a la Junta de Gobernadores sobre los probables efectos económicos para INTELSAT de cualquier proyecto de instalación de segmento espacial separado del segmento espacial de INTELSAT;

18) preparar los temarios provisionales para las reuniones de la Asamblea de Partes, de la Reunión de Signatarios y de la Junta de Gobernadores, así como de sus comisiones asesoras, preparar las actas provisionales de tales reuniones y colaborar con los presidentes de las comisiones asesoras en la preparación de sus temarios, actas e informes para la Asamblea de Partes, la Reunión de Signatarios y la Junta de Gobernadores;

19) proporcionar servicios de interpretación y de traducción, reproducción y distribución de documentos, así como preparar las actas taquigráficas de las reuniones, segun las necesidadas;

20) llevar un repertorio de las decisiones tomadas por la Asamblea de Partes, la Reunión de Signatarios y la Junta de Gobernadores, así como preparar informes y correspondencia relacionados con decisiones tomadas durante sus reuniones;

21) colaborar en la interpretación de los reglamentos de la Asamblea de Partes, de la Reunión de Signatarios y de la Junta de Gobernadores así como respecto de las atribuciones de sus comisiones asesoras;

22) tomar las disposiciones necesarias para las reuniones de la Asamblea de Partes, la Reunión de Signatarios y la Junta de Gobernadores, así como para sus comisiones asesoras;

23) recomendar procedimientos y reglas para contratos y compras celebrados en representación de INTELSAT;

24) tener informada a la Junta de Gobernadores respecto del cumplimiento de las obligaciones por los contratistas, inclusive por el contratista de servicios de gerencia;

25) compilar y llevar al día una lista mundial de licitadores para todas las adquisiciones de INTELSAT;

26) negociar, otorgar y administrar los contratos necesarios para permitir al Secretario General llevar a cabo sus funciones asignadas, inclusive contratos para obtener asistencia por parte de otras entidades para desempeñar dichas funciones;

27) proveer o disponer lo necesario para la provisión de asesoramiento legal a INTELSAT, en relación con las funciones del Secretario General;

28) prestar servicios apropiados de información pública; y

29) adoptar las disposiciones y convocar conferencias con el fin de negociar el Protocolo relativo a privilegios, exenciones e inmunidades a que se refiere el párrafo (c) del artículo XV del presente Acuerdo.

ANEXO B

FUNCIONES DEL CONTRATISTA DE SERVICIOS DE GERENCIA Y PAUTAS PARA EL CONTRATO DE SERVICIOS DE GERENCIA

1) Conforme al artículo XII del presente Acuerdo, el contratista de servicios de gerencia desempeñará las siguientes funciones:

a) recomendar a la Junta de Gobernadores programas de investigación y desarrollo directamente relacionados con los propósitos de INTELSAT;

b) según lo autorice la Junta de Gobernadores:

i) realizar estudios e investigaciones y desarrollo, directamente o bajo contrato, con otras entidades o personas,

ii) realizar estudios de sistemas en los campos de la ingeniería, economía y racionalización de costos,

iii) llevar a cabo pruebas y evaluaciones de simulación de sistemas, y

iv) estudiar y pronosticar la demanda potencial de nuevos servicios de telecomunicaciones por satélite;

c) orientar a la Junta de Gobernadores sobre la necesidad de adquirir instalaciones para el segmento espacial de INTELSAT;

d) preparar y distribuir solicitudes de ofertas, que incluyan especificaciones, para la adquisición de instalaciones de segmento espacial, según lo autorice la Junta de Gobernadores;

e) evaluar todas las propuestas recibidas en respuesta a las solicitudes de las mismas y formular recomendaciones a la Junta de Gobernadores sobre tales propuestas;

f) de conformidad con los reglamentos de adquisiciones y de acuerdo con las decisiones de la Junta de Gobernadores:

i) negociar, otorgar, enmendar y administrar todos los contratos en representación de INTELSAT para segmentos espaciales,

ii) concertar la provisión de servicios de lanzamiento y las actividades de apoyo necesarias, así como cooperar en los lanzamientos,

iii) concertar pólizas de seguro para proteger el segmento espacial de INTELSAT, así como el equipo destinado a lanzamiento o servicios de lanzamiento,

iv) proveer o concertar la provisión de servicios de seguimiento, telemedida, telemando y control para los satélites de telecomunicaciones, inclusive la coordinación de esfuerzos de los Signatarios y otros propietarios de estaciones terrenas que participen en la provisión de estos servicios, para efectuar tareas de colocación, maniobras y pruebas de satélites, y

v) proveer o concertar la provisión de servicios de comprobación de las características de funcionamiento de satélites, de interrupciones en el funcionamiento, de eficacia, de la potencia del satélite y de las frecuencias utilizadas por las estaciones terrenas, inclusive la coordinación de los esfuerzos de los Signatarios y de otros propietarios de estaciones terrenas que participen en la provisión de dichos servicios;

g) recomendar a la Junta de Gobernadores de INTELSAT las frecuencias que deberá usar el segmento espacial y los planes de ubicación de los satélites de telecomunicaciones;

h) operar el Centro de Operaciones de INTELSAT y el Centro de Control Técnico de Vehículos Espaciales;

i) recomendar a la Junta de Gobernadores características de funcionamiento de estaciones terrenas normalizadas, tanto obligatorias como no obligatorias;

j) evaluar las solicitudes de acceso al segmento espacial de INTELSAT de estaciones terrenas no normalizadas;

k) asignar la capacidad del segmento espacial de INTELSAT según lo determine la Junta de Gobernadores;

l) preparar y coordinar, para su adopción por la Junta de Gobernadores, los planes de operaciones del sistema (incluso estudios de configuración de la red y planes de contingencia), procedimientos, guías, prácticas y normas;

m) preparar, coordinar y distribuir planes de frecuencia para su asignación a estaciones terrenas que tengan acceso al segmento espacial de INTELSAT;

n) preparar y distribuir los informes sobre el estado del sistema, en los que se incluirá la utilización real y proyectada del mismo;

o) distribuir información a los Signatarios y a los demás usuarios del sistema sobre nuevos servicios y métodos de telecomunicaciones;

p) para los fines del párrafo (d) del artículo XIV del presente Acuerdo, analizar e informar a la Junta de Gobernadores sobre los probables efectos técnicos y operativos para INTELSAT de cualquier proyecto de instalación de segmento espacial separado del segmento

espacial de INTELSAT, inclusive sobre los planes de frecuencia y su ubicación;

q) proporcionar al Secretario General la información necesaria para que cumpla con sus obligaciones ante la Junta de Gobernadores, de conformidad con el párrafo 24 del Anexo A al presente Acuerdo;

r) formular recomendaciones relativas a la adquisición, revelación, distribución y protección de derechos relativos a invenciones e información técnica, de conformidad con las disposiciones del artículo 17 del Acuerdo Operativo;

s) de conformidad con las decisiones de la Junta de Gobernadores, poner a disposición de Signatarios y terceros los derechos de INTELSAT sobre invenciones e información técnica de conformidad con el artículo 17 del Acuerdo Operativo y concertar acuerdos en representación de INTELSAT relativos a los derechos sobre invenciones e información técnica; y

t) tomar todas las medidas operativas, técnicas, financieras, de adquisición, administrativas y de apoyo necesarias para el cumplimiento de las funciones antes mencionadas.

2) El contrato de servicios de gerencia incluirá condiciones apropiadas para aplicar las disposiciones pertinentes del artículo XII del presente Acuerdo y dispondrá lo siguiente:

a) el rembolso por INTELSAT en dólares de los Estados Unidos de América de todos los gastos directos e indirectos documentados e identificables, debidamente incurridos por el contratista de servicios de gerencia de conformidad con el contrato;

b) el pago al contratista de servicios de gerencia de una cantidad fija anual, en dólares de los Estados Unidos de América, que habrá de negociarse entre la Junta de Gobernadores y el contratista de servicios de gerencia;

c) la revisión periódica por parte de la Junta de Gobernadores, en consulta con el contratista de servicios de gerencia de los gastos previstos en el inciso (a) del presente párrafo;

d) el cumplimiento de la política y del procedimiento de adquisición de INTELSAT en la licitación y negociación de contratos a nombre de INTELSAT, en forma compatible con las disposiciones pertinentes del presente Acuerdo y del Acuerdo Operativo;

e) las disposiciones sobre invenciones e información técnica que sean compatibles con el artículo 17 del Acuerdo Operativo;

f) la selección por la Junta de Gobernadores, con el acuerdo del contratista de servicios de gerencia, de personal técnico elegido de entre personas postuladas por los Signatarios, para participar en la evaluación de los diseños y especificaciones de equipo para el segmento espacial;

g) que las controversias o disputas entre INTELSAT y el contratista de servicios de gerencia que pudieran surgir en relación con el contrato de servicios de gerencia, se resuelvan de conformidad con las Reglas de Conciliación y Arbitraje de la Cámara Internacional de Comercio; y

h) el suministro por el contratista de servicios de gerencia a la Junta de Gobernadores de toda información que sea requerida por cualquier Gobernador para permitirle cumplir con sus responsabilidades en tal capacidad.

ANEXO C

DISPOSICIONES RELATIVAS A LA SOLUCION DE CONTROVERSIAS A QUE SE REFIEREN EL ARTICULO XVIII DEL PRESENTE ACUERDO Y EL ARTICULO 20 DEL ACUERDO OPERATIVO

ARTICULO 1

Los únicos litigantes en los procedimientos de arbitraje instituidos conforme al presente Anexo serán los mencionados en el artículo XVIII del presente Acuerdo, en el artículo 20 del Acuerdo Operativo y en el Anexo al mismo.

ARTICULO 2

Un tribunal de arbitraje, compuesto de tres miembros y debidamente constituido conforme a las disposiciones del presente Anexo, tendrá competencia para dictar laudo en cualquier controversia comprendida en el artículo XVIII del presente Acuerdo, en el artículo 20 del Acuerdo Operativo y en el Anexo al mismo.

ARTICULO 3

a) Cada Parte podrá presentar al órgano ejecutivo, a mas tardar sesenta días antes de la fecha de apertura de la primera reunión ordinaria de la Asamblea de Partes y, posteriormente, a mas tardar sesenta días antes de la fecha de apertura de cada reunión ordinaria de dicha Asamblea, los nombres de no más de dos jurisperitos que estarán disponibles durante el período comprendido desde el término de tal reunión hasta el final de la siguiente reunión ordinaria de la Asamblea de Partes, para servir como presidentes o miembros de tribunales constituidos conforme al presente Anexo. El órgano ejecutivo preparará una lista de todos los candidatos propuestos, adjuntando a la misma cualesquiera datos biográficos presentados por la Parte que

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los proponga, y la distribuirá a todas las Partes a mas tardar treinta días antes de la fecha de apertura de la reunión en cuestión. Si por cualquier razón un candidato no estuviere disponible para su selección como componente del grupo durante el período de sesenta días anteriores a la fecha de apertura de la reunión de la Asamblea de Partes, la Parte que lo propone podrá, a mas tardar catorce días antes de la fecha de apertura de la Asamblea de Partes, presentar en sustitución el nombre de otro jurisperito.

b) De la lista mencionada en el párrafo (a) del presente artículo, la Asamblea de Partes seleccionará once personas para formar un grupo del cual se seleccionarán los presidentes de los tribunales y un suplente para cada una de dichas personas. Los miembros y suplentes desempeñarán sus funciones durante el período prescrito en el párrafo (a) del presente artículo. Si un miembro no estuviere disponible para formar parte del grupo, será remplazado por su suplente.

c) A los efectos de designar un presidente de grupo, los componentes del grupo serán convocados a reunión por el órgano ejecutivo tan pronto como sea posible después de la selección del grupo. El quórum en las reuniones del grupo será de nueve de los once miembros. El grupo designará como presidente a uno de sus miembros mediante voto afirmativo de por lo menos seis miembros, emitido en una o, si fuera necesario, en más de una votación secreta. El presidente de grupo así designado ejercerá sus funciones durante el resto del período de su mandato como miembro del grupo. Los gastos de la reunión del grupo se considerarán gastos administrativos de INTELSAT para los efectos del artículo 8 del Acuerdo Operativo.

d) Si tanto un miembro del grupo como su suplente no estuvieren disponibles, la Asamblea de Partes cubrirá las vacantes con personas incluidas en la lista mencionada en el párrafo (a) del presente artículo. No obstante, si la Asamblea de Partes no se reuniera dentro de los noventa días siguientes a la fecha en que se han producido las vacantes, éstas se cubrirán mediante selección por la Junta de Gobernadores de una persona incluida en la lista de candidatos mencionada en el párrafo (a) del presente artículo, teniendo cada Gobernador un voto. La persona seleccionada para remplazar a un miembro o a un suplente cuyo mandato no ha expirado, ocupará el cargo durante el plazo restante del mandato de su predecesor. Las vacantes en el cargo de presidente del grupo se cubrirán mediante la designación por los componentes del grupo de uno de sus miembros, de conformidad con el procedimiento establecido en el párrafo (c) del presente artículo.

e) Al seleccionar los miembros del grupo y los suplentes de conformidad con los párrafos (b) o (d) del presente artículo, la Asamblea de Partes o la Junta de Gobernadores procurarán que la composición del grupo siempre refleje una adecuada representación geográfica, así como los principales sistemas jurídicos según están representados entre las Partes.

f) Todo miembro o suplente del grupo, que al vencer su mandato se encuentre prestando servicios en un tribunal de arbitraje, continuará actuando en tal capacidad hasta que concluya el procedimiento pendiente ante dicho tribunal.

g) Si durante el período entre la fecha de entrada en vigor del presente Acuerdo y la constitución del primer grupo de jurisperitos y suplentes de conformidad con las disposiciones contenidas en el

párrafo (b) del presente artículo surgiera una controversia jurídica entre los litigantes mencionados en el artículo 1 del presente Anexo, el grupo constituido de conformidad con el párrafo (b) del artículo 3 del Acuerdo Complementario sobre Arbitraje de fecha 4 de junio de 1965 será el grupo que ha de utilizarse en relación con la resolución de dicha controversia. El citado grupo obrará de acuerdo con las disposciones del presente Anexo, en cuanto atañe a los fines del artículo XVIII del presente Acuerdo, del artículo 20 del Acuerdo Operativo y del Anexo al mismo.

ARTICULO 4

a) El demandante que desee someter una controversia jurídica a arbitraje proporcionará al demandado o demandados y al órgano ejecutivo documentación que contenga lo siguiente:

i) una declaración que describa íntegramente la controversia que se somete a arbitraje, las razones por las cuales se requiere que cada demandado participe en el arbitraje y el laudo que se solicita;

ii) una declaración que exponga las razones por las cuales el objeto de controversia cae dentro de la competencia del tribunal que haya de constituirse en virtud del presente Anexo, y las razones por las que el laudo que se solicita puede ser acordado por dicho tribunal si falla a favor del demandante;

iii) una declaración que explique por qué el demandante no ha podido lograr un arreglo de la controversia en un tiempo razonable mediante negociación u otros medios, sin llegar al arbitraje;

iv) prueba del consentimiento de los litigantes en el caso de una controversia en la cual, de conformidad con el artículo XVIII del presente Acuerdo o con el artículo 20 del Acuerdo Operativo, el consentimiento de los litigantes sea condición previa para someterse a arbitraje de conformidad con el presente Anexo; y

v) el nombre de la persona designada por el demandante para formar parte del tribunal.

b) El órgano ejecutivo distribuirá a la mayor brevedad a cada Parte y Signatario y al presidente del grupo, una copia de la documentación mencionada en el párrafo (a) del presente artículo.

ARTICULO 5

a) Dentro de los sesenta días a partir de la fecha en que todos los demandados hayan recibido copia de la documentación mencionada en el párrafo (a) del artículo 4 del presente Anexo, la parte demandada designará una persona para que forme parte del tribunal. Dentro de dicho período los demandados podrán, conjunta o individualmente, proporcionar a cada litigante y al órgano ejecutivo un documento que contenga sus respuestas a la documentación mencionada en el párrafo (a) del artículo 4 del presente Anexo, incluyendo cualesquiera contrademandas que surjan del asunto en controversia. El órgano ejecutivo proporcionará con prontitud al presidente del grupo una copia del citado documento.

b) En el caso de que la parte demandada omita hacer su designación dentro del período señalado, el presidente del grupo designará a uno de los jurisperitos cuyos nombres fueron presentados al órgano

ejecutivo de conformidad con el párrafo (a) del artículo 3 del presente Anexo.

c) Dentro de los treinta días siguientes a la fecha de la designación de los dos miembros del tribunal, estos dos miembros seleccionarán una tercera persona dentro del grupo constituido de conformidad con el artículo 3 del presente Anexo, quien ocupará la presidencia del tribunal. En el caso de que no haya acuerdo dentro de dicho período, cualquiera de los dos miembros designados podrá informar al presidente del grupo quien, en un plazo de diez días, designará un miembro del grupo, que no sea él mismo, para ocupar la presidencia del tribunal.

d) El tribunal quedará constituido tan pronto como sea designado su presidente.

ARTICULO 6

a) Si se produce una vacante en el tribunal por razones que el presidente o los demás miembros del tribunal decidan que están fuera de la voluntad de los litigantes, o que son compatibles con la buena marcha del procedimiento de arbitraje, la vacante será cubierta de conformidad con las siguientes disposiciones:

i) si la vacante se produce como resultado del retiro de un miembro nombrado por una de las partes en la controversia, dicha parte elegirá un sustituto dentro de los diez días siguientes a la fecha en que se produjo la vacante;

ii) si la vacante se produce como resultado del retiro del presidente del tribunal o de otro miembro del tribunal nombrado por el presidente, se elegirá un sustituto entre

los miembros del grupo en la forma señalada en los párrafos (c) o (b), respectivamente, del artículo 5 del presente Anexo.

b) Si se produce una vacante en el tribunal por alguna razón que no fuera la señalada en el párrafo (a) del presente artículo, o si no fuese cubierta la vacante ocurrida de conformidad con dicho párrafo (a), los demás miembros del tribunal, no obstante las disposiciones del artículo 2 del presente Anexo, estarán facultados, a petición de una parte, para continuar los procedimientos y rendir el laudo del tribunal.

ARTICULO 7

a) El tribunal decidirá la fecha y el lugar de las sesiones.

b) Las actuaciones tendrán lugar a puerta cerrada y todo lo presentado al tribunal será confidencial, con la salvedad de que INTELSAT y las Partes cuyos Signatarios designados y los Signatarios cuyas Partes designantes sean litigantes en la controversia, tendrán derecho a estar presentes y tendrán acceso a todo lo que se presente. Cuando INTELSAT sea un litigante en las actuaciones, todas las Partes y todos los Signatarios tendrán derecho a estar presentes y tendrán acceso a todo lo presentado.

c) En el caso de que surja una controversia sobre la competencia del tribunal, éste deberá tratar primero dicha cuestión y resolverla a la mayor brevedad posible.

d) Las actuaciones se harán por escrito y cada parte tendrá derecho a presentar pruebas por escrito para apoyar sus alegatos en hecho y en derecho. Sin embargo, si el tribunal lo considera apropiado, podrán presentarse argumentos y testimonios orales.

e) Las actuaciones comenzarán con la presentación por el demandante de un escrito que contenga su demanda, los argumentos, los hechos conexos sustanciados por pruebas y los principios jurídicos que invoca. Al escrito del demandante seguirá otro análogo del demandado. El demandante podrá presentar una respuesta a este último escrito. Se podrán presentar alegatos adicionales sólo si el tribunal determina que son necesarios.

f) El tribunal podrá conocer y resolver contrademandas que emanen directamente del asunto objeto de la controversia, siempre que las contrademandas sean de su competencia de conformidad con el artículo XVIII del presente Acuerdo, el artículo 20 del Acuerdo Operativo y el Anexo al mismo.

g) Si los litigantes llegaren a un acuerdo durante el procedimiento, el acuerdo deberá registrarse como laudo dado por el tribunal con el consentimiento de los litigantes.

h) El tribunal puede dar por terminado el procedimiento en el momento en que decida que la controversia queda fuera de su competencia, de conformidad con el artículo XVIII del presente Acuerdo, el artículo 20 del Acuerdo Operativo y el Anexo al mismo.

i) Las deliberaciones del tribunal serán secretas.

j) El tribunal deberá presentar y justificar sus resoluciones y su laudo por escrito. Las resoluciones y los laudos del tribunal deberán tener la aprobación de dos miembros, como mínimo. El miembro que no estuviere de acuerdo con el laudo podrá presentar su opinión disidente por escrito.

k) El tribunal presentará su laudo al órgano ejecutivo, quien lo distribuirá a todas las Partes y a todos los Signatarios.

1) El tribunal podrá adoptar reglas adicionales de procedimiento que estén en consonancia con las establecidas por el presente Anexo y que sean necesarias para las actuaciones.

ARTICULO 8

Si una parte no actúa, la otra parte podrá pedir al tribunal que dicte laudo en su favor. Antes de dictar laudo, el tribunal se asegurará de que tiene competencia y que el caso está bien fundado en hecho y en derecho.

ARTICULO 9

a) La Parte cuyo Signatario designado fuera litigante tendrá derecho a intervenir y a ser litigante adicional en el asunto. Se podrá intervenir notificándolo al efecto por escrito al tribunal y a los otros litigantes.

b) Cualquiera otra Parte, cualquier Signatario, o INTELSAT, si considera que tiene un interés sustancial en la resolución del asunto, podrá solicitar al tribunal permiso para intervenir y convertirse en litigante adicional en el asunto. Si el tribunal estima que el demandante tiene un interés sustancial en la resolución del asunto, accederá a la petición.

ARTICULO 10

A solicitud de un litigante o por iniciativa propia, el tribunal podrá designar a los peritos cuya ayuda estime necesaria.

ARTICULO 11

Cada Parte, cada Signatario e INTELSAT, proporcionarán toda la información que el tribunal, bien a solicitud de un litigante o bien por iniciativa propia, determine sea necesaria para la tramitación y resolución de la controversia.

ARTICULO 12

Durante el curso del procedimiento el tribunal podrá, mientras no haya dictado laudo definitivo, señalar cualesquiera medidas provisionales que considere protegen los respectivos derechos de los litigantes.

ARTICULO 13

a) El laudo del tribunal se fundamentará en:

i) el presente Acuerdo y el Acuerdo Operativo, y

ii) los principios de derecho generalmente aceptados.

b) El laudo del tribunal, inclusive el que refleja el acuerdo de los litigantes de conformidad con el párrafo (g) del artículo 7 del presente Anexo, será obligatorio para todos los litigantes y serán cumplidos de buena fe por ellos. Cuando INTELSAT sea litigante, si el tribunal resuelve que la decisión de uno de los órganos de INTELSAT es nula y sin efecto por no haber sido autorizada por el presente Acuerdo y por el Acuerdo Operativo, o porque no cumple con los mismos, el laudo será obligatorio para todas las Partes y todos los Signatarios.

c) Si hubiere controversia en cuanto al significado o alcance de un laudo, el tribunal que lo dictó lo interpretará a solicitud de cualquier litigante.

ARTICULO 14

A menos que el tribunal determine de otro modo debido a circunstancias particulares del caso, los gastos del tribunal, inclusive la remuneración de los miembros del mismo, se repartirán por igual entre las partes. Cuando una parte esté formada por más de un litigante, la participación de tal parte será prorrateada por el tribunal entre los litigantes de esa parte. Cuando INTELSAT sea litigante, la porción de gastos que le corresponda relacionados con el arbitraje se considerará como gasto administrativo de INTELSAT para los efectos del artículo 8 del Acuerdo Operativo.

ANEXO D

DISPOSICIONES TRANSITORIAS

1) **Continuidad de las actividades de INTELSAT:**

Toda decisión del Comité Interino de Telecomunicaciones por Satélite tomada de conformidad con el Acuerdo Provisional o el Acuerdo Especial y que esté en vigor al vencimiento de dichos Acuerdos, continuará en pleno efecto y vigor, a menos y hasta que sea modificada o revocada por los términos del presente Acuerdo o el Acuerdo Operativo, o en ejecución de los mismos.

2) **Gerencia:**

Durante el período inmediatamente posterior a la entrada en vigor del presente Acuerdo, la "Communications Satellite Corporation" continuará desempeñando la gerencia para la concepción, el desarrollo, la construcción, el establecimiento, la explotación y el mantenimiento del segmento espacial de INTELSAT de conformidad con los mismos términos y condiciones de servicio que se aplicaron a su función de gerente según el Acuerdo Provisional y el Acuerdo Especial. En el desempeño de sus funciones tendrá la obligación de cumplir todas las disposiciones pertinentes del presente Acuerdo y del Acuerdo Operativo y, en particular, estará sujeta a las políticas generales y determinaciones específicas de la Junta de Gobernadores, hasta que:

i) la Junta de Gobernadores determine que el órgano ejecutivo está en condiciones de asumir la responsabilidad del desempeño de todas o ciertas de las funciones del órgano ejecutivo en virtud del artículo XII del presente Acuerdo, en cuya oportunidad se relevará a la "Communications Satellite Corporation" de su responsabilidad del desem-

peño de cada una de esas funciones a medida que éstas sean asumidas por el órgano ejecutivo, y

ii) entre en vigor el contrato de servicios de gerencia al que se refiere el inciso (ii) del párrafo (a) del artículo XII del presente Acuerdo, en cuya oportunidad las disposiciones del presente párrafo dejarán de estar en vigor respecto de aquellas funciones dentro del alcance de ese contrato.

3) Representación regional:

Durante el período entre la fecha de la entrada en vigor del presente Acuerdo y la asunción de responsabilidades por el Secretario General, la habilitación, de conformidad con el párrafo (c) del artículo IX del presente Acuerdo, de cualquier grupo de Signatarios que busque representación en la Junta de Gobernadores de conformidad con el inciso (iii) del párrafo (a) del artículo IX del presente Acuerdo, estará sujeta al recibo por la "Communications Satellite Corporation" de una solicitud por escrito de dicho grupo.

4) Privilegios e inmunidades:

Las Partes del presente Acuerdo que eran partes del Acuerdo Provisional otorgarán a las personas y entidades sucesoras correspondientes, hasta el momento en que el Acuerdo sobre la Sede y el Protocolo, según el caso, entren en vigor de conformidad con el artículo XV del presente Acuerdo, aquellos privilegios, exenciones e inmunidades que dichas Partes otorgaron, inmediatamente antes de la entrada en vigor del presente Acuerdo, al Consorcio Internacional de Telecomunicaciones por Satélite, a los signatarios del Acuerdo Especial, al Comité Interino de Telecomunicaciones por Satélites y a los representantes en el mismo.

FOR ALGERIA:
POUR L'ALGERIE:
POR ARGELIA:

sous réserve de ratification

FOR ARGENTINA:
POUR L'ARGENTINE:
POR LA ARGENTINA:

Sujeto a ratificación

FOR AUSTRALIA:
POUR L'AUSTRALIE:
POR AUSTRALIA:

J. Plimsoll

FOR AUSTRIA:
POUR L'AUTRICHE:
POR AUSTRIA:

subject to ratification
5.IV.72

FOR BELGIUM:
POUR LA BELGIQUE:
POR BELGICA:

Sous réserve de ratification
15 janvier 1972

FOR BRAZIL:
POUR LE BRESIL:
POR EL BRASIL:

subject to ratification
Jos Augusto de Rego Costa

FOR CAMEROON:
POUR LE CAMEROUN:
POR EL CAMERUN:

Sous réserve de ratification
[illegible]
8 mars 1972

FOR CANADA:
POUR LE CANADA:
POR EL CANADA:

Allan E. Gotlieb

FOR CEYLON:
POUR CEYLAN:
POR CEILAN:

FOR CHILE:
POUR LE CHILI:
POR CHILE:

Sujeto a ratificación
[illegible]
Emb. of Chile

FOR THE REPUBLIC OF CHINA:
POUR LA REPUBLIQUE DE CHINE:
POR LA REPUBLICA DE CHINA:

James C. H. Shen
Subject to ratification

FOR COLOMBIA:
POUR LA COLOMBIE:
POR COLOMBIA:

Douglas Bolero Borrell
sujeto a ratificación.

FOR THE DEMOCRATIC REPUBLIC OF THE CONGO (KINSHASA):
POUR LA REPUBLIQUE DEMOCRATIQUE DU CONGO (KINSHASA):
POR LA REPUBLICA DEMOCRATICA DEL CONGO (KINSHASA):

FOR DENMARK:
POUR LE DANEMARK:
POR DINAMARCA:

Erik Lange
Subject to ratification

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:
POR LA REPUBLICA DOMINICANA:

FOR ECUADOR:
POUR L'EQUATEUR:
POR EL ECUADOR:

Sujeto a ratificación

FOR ETHIOPIA:
POUR L'ETHIOPIE:
POR ETIOPIA:

Subject to ratification by the Imperial Ethiopian Government
Mesfin S.

FOR FRANCE:
POUR LA FRANCE:
POR FRANCIA:

sous réserve de ratification par le gouvernement de la République Française
Charles Lucet
March 27th 1972

FOR GABON:
POUR LE GABON:
POR EL GABON:

20 avril 1972

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
POR LA REPUBLICA FEDERAL DE ALEMANIA:

subject to ratification.
January 19. 1972.

TIAS 7532

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FOR GREECE:
POUR LA GRECE:
POR GRECIA:

Subject to ratification
John G. Gregoriou

FOR GUATEMALA:
POUR LE GUATEMALA:
POR GUATEMALA:

Sujeto a ratificación

FOR INDIA:
POUR L'INDE:
POR LA INDIA:

December 23 1971

FOR INDONESIA:
POUR L'INDONESIE:
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
POR IRAN:

Dr. E. Arian Apar

subject to ratification
8. 25. 1971

FOR IRAQ:
POUR L'IRAK:
POR IRAK:

FOR IRELAND:
POUR L'IRLANDE:
POR IRLANDA:

W. Warnock
February 18, 1972

FOR ISRAEL:
POUR L'ISRAEL:
POR ISRAEL:

Y. Rabin subject to ratification

FOR ITALY:
POUR L'ITALIE:
POR ITALIA:

Pietro Sforza subject to ratification

FOR THE IVORY COAST:
POUR LA COTE-D'IVOIRE:
POR LA COSTA DE MARFIL:

T. Thevenet Subject to Ratification

FOR JAMAICA:
POUR LA JAMAIQUE:
POR JAMAICA:

FOR JAPAN:
POUR LE JAPON:
POR EL JAPON:

Subject to acceptance
Nobuhiko Ushiba

FOR THE HASHEMITE KINGDOM OF JORDAN:
POUR LE ROYAUME HACHEMITE DE JORDANIE:
POR EL REINO HACHEMITA DE JORDANIA:

Subject to Ratification
Nasir S. Batayneh

FOR KENYA:
POUR LE KENYA:
POR KENIA:

26th November 1971.

FOR THE REPUBLIC OF KOREA:
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA:

Dongjo Kim

Subject to ratification
Aug. 24th 1971

FOR KUWAIT:
POUR LE KOWEIT:
POR KUWAIT:

Subject to Ratification
Salem S. Al Sabah

FOR LEBANON:
POUR LE LIBAN:
POR EL LIBANO:

subject to ratification
N. Fakhoumi

FOR LIBYA:
POUR LA LIBYE:
POR LIBIA:

FOR LIECHTENSTEIN:
POUR LE LIECHTENSTEIN:
POR LIECHTENSTEIN:

subject to ratification
B. Ausbes

FOR THE GRAND DUCHY OF LUXEMBOURG:
POUR LE GRAND-DUCHE DE LUXEMBOURG:
POR EL GRAN DUCADO DE LUXEMBURGO:

sous réserve de ratification
Jean Wagner
28 septembre 1971

FOR THE MALAGASY REPUBLIC:
POUR LA REPUBLIQUE MALGACHE:
POR LA REPUBLICA MALGACHE:

FOR MALAYSIA:
POUR LA MALAYSIA:
POR MALASIA:

FOR MAURITANIA:
POUR LA MAURITANIE:
POR MAURITANIA:

FOR MEXICO:
POUR LE MEXIQUE:
POR MEXICO:

Subject to ratification
Rafael de la Colina
November 4th, 1971

FOR MONACO:
POUR MONACO:
POR MONACO:

Pr Charles Scholtenhub.
May 4th 1972.

FOR MOROCCO:
POUR LE MAROC:
POR MARRUECOS:

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
POR EL REINO DE LOS PAISES BAJOS:

Sous réserve de ratification

October 13th 1971

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZELANDE:
POR NUEVA ZELANDA:

Frank Corner
5 January 1972
Subject to ratification

FOR NICARAGUA:
POUR LE NICARAGUA:
POR NICARAGUA:

FOR NIGERIA:
POUR LA NIGERIA:
POR NIGERIA:

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVEGE:
POR EL REINO DE NORUEGA:

Subject to ratification

FOR PAKISTAN:
POUR LE PAKISTAN:
POR PAKISTAN:

Signed subject to ratification.

FOR PANAMA:
POUR LE PANAMA:
POR PANAMA:

FOR PERU:
POUR LE PEROU:
POR PERU:

ad referendum

FOR THE REPUBLIC OF THE PHILIPPINES:
POUR LA REPUBLIQUE DES PHILIPPINES:
POR LA REPUBLICA DE FILIPINAS:

Subject to ratification

FOR PORTUGAL:
POUR LE PORTUGAL:
POR PORTUGAL:

ad referendum

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
POR ARABIA SAUDITA:

FOR SENEGAL:
POUR LE SENEGAL:
POR EL SENEGAL:

subject to later ratification

FOR SINGAPORE:
POUR SINGAPOUR:
POR SINGAPUR:

subject to later ratification

FOR THE REPUBLIC OF SOUTH AFRICA:
POUR LA REPUBLIQUE D'AFRIQUE DU SUD:
POR LA REPUBLICA DE SUDAFRICA:

FOR SPAIN:
POUR L'ESPAGNE:
POR ESPAÑA:

sujeto a ratificación

FOR THE SUDAN:
POUR LE SOUDAN:
POR EL SUDAN:

subject to ratification

FOR SWEDEN:
POUR LA SUEDE:
POR SUECIA:

May 19, 1972.

FOR SWITZERLAND:
POUR LA SUISSE:
POR SUIZA:

subject to ratification

FOR THE SYRIAN ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE SYRIENNE:
POR LA REPUBLICA ARABE SIRIA:

FOR TANZANIA:
POUR LA TANZANIE:
POR TANZANIA:

Subject to ratification

FOR THAILAND:
POUR LA THAILANDE:
POR TAILANDIA:

Subject to ratification

FOR TRINIDAD AND TOBAGO:
POUR LA TRINITE ET TOBAGO:
POR TRINIDAD Y TABAGO:

FOR TUNISIA:
POUR LA TUNISIE:
POR TUNEZ:

sous réserve de ratification

FOR TURKEY:
POUR LA TURQUIE:
POR TURQUIA:

Subject to ratification
9.10.1971

FOR UGANDA:
POUR L'OUGANDA:
POR UGANDA:

Subject to ratification
H Ramathan
28/1/1972

FOR THE ARAB REPUBLIC OF EGYPT:
POUR LA REPUBLIQUE ARABE D'EGYPTE:
POR LA REPUBLICA ARABE DE EGIPTO:

Subject to ratification
20 October 1971

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

Subject to ratification
Guy E. Millard

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA:

FOR THE VATICAN CITY STATE:
POUR L'ETAT DE LA CITE DU VATICAN:
POR EL ESTADO DE LA CIUDAD DEL VATICANO:

SUBJ TO RAT.

FOR VENEZUELA:
POUR LE VENEZUELA:
POR VENEZUELA:

AD-REFERENDUM

FOR THE REPUBLIC OF VIET-NAM:
POUR LA REPUBLIQUE DU VIET-NAM:
POR LA REPUBLICA DE VIET-NAM:

Subject to ratification

Bui Diem.

FOR THE YEMEN ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE DU YEMEN:
POR LA REPUBLICA ARABE YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
POR YUGOSLAVIA:

Subject to ratification
P. Vasiljevic

FOR ZAMBIA:
POUR LA ZAMBIE:
POR ZAMBIA:

FOR HAITI:
POUR HAITI:
POR HAITI:

Z. Chalmet
sujet à ratification

FOR COSTA RICA:
POUR LE COSTA RICA:
POR COSTA RICA:

Subject to Ratification

FOR BURUNDI
Pour le BURUNDI
POR BURUNDI

Felix MAGENGE

Sujet à la ratification

FOR FINLAND:
POUR LA FINLANDE:
POR FINLANDIA:

Olavi Munkki Dec. 15th 1971.
subject to ratification

FOR ICELAND:
POUR L'ISLANDE:
POR ISLANDIA:

Gudm. I. Gudmundsson February 14th '72
Subject to ratification

Signatories to
the Agreement Relating to the International
Telecommunications Satellite Organization "INTELSAT"

Opened for signature at Washington August 20, 1971*

FOR ALGERIA:

ABDELKADER BOUSSELHAM
[Romanization]
sera soumis à ratification

FOR ARGENTINA:

Sujeto a ratificación
TISCORNIA

FOR AUSTRALIA:

J. PLIMSOLL

FOR AUSTRIA:

subject to ratification
K. GRUBER
5. IV. 72

FOR BELGIUM:

sous réserve de ratification
W. LORIDAN
13 janvier 1972

FOR BRAZIL:

Subject to ratification
JOÃO AUGUSTO DE ARAÚJO CASTRO

FOR CAMEROON:

Sous réserve de ratification
F X TCHOUNGUI
8 mars 1972

FOR CANADA:

ALLAN E. GOTLIEB

FOR CEYLON:

FOR CHILE:

Sujeto a ratificación
O. LETELIER

FOR THE REPUBLIC OF CHINA:

JAMES C. H. SHEN
subject to ratification

*Signatures affixed August 20, 1971 unless otherwise indicated.

FOR COLOMBIA:

DOUGLAS BOTERO BOSHELL
sujeto a ratificación

FOR THE DEMOCRATIC REPUBLIC OF THE CONGO (KINSHASA):

MUSHIETE

FOR DENMARK:

ERIK HAUGE
subject to ratification

FOR THE DOMINICAN REPUBLIC:

S. ORTIZ

FOR ECUADOR:

ORLANDO GABELA
sujeto a ratificación

FOR ETHIOPIA:

Subject to ratification by the Imperial Ethiopian Government
MEKBIB G.

FOR FRANCE:

Sous réserve de ratification par le Gouvernment de la République Française
CHARLES LUCET
March 27th 1972

FOR GABON:

GASTON-ROBERT BOUCKAT-BOU-NZIENGUI
20 avril 1972

FOR THE FEDERAL REPUBLIC OF GERMANY:

ROLF PAULS
subject to ratification
January 12, 1972

FOR GREECE:

Subject to ratification
JOHN G. GREGORIADES

FOR GUATEMALA:

Sujeto a ratificatión
A VALLADARES

FOR INDIA:

L. K. JHA
December 23, 1971

FOR INDONESIA:

A. MOEIS

TIAS 7532

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FOR IRAN:

DR. A. ASLAN AFSHAR
subject to ratification
8. 25. 1971

FOR IRAQ:

FOR IRELAND:

W. WARNOCK
February 18, 1972

FOR ISRAEL:

Y. RABIN subject to ratification

FOR ITALY:

EGIDIO ORTONA subject to ratification

FOR THE IVORY COAST:

T. AHOUA
subject to ratification

FOR JAMAICA:

FOR JAPAN:

Subject to acceptance
NOBUHIKO USHIBA

FOR THE HASHEMITE KINGDOM OF JORDAN:

Subject to Ratification
NASIR S. BATAYNEH

FOR KENYA:

L. O. KIBINGE
26th November 1971

FOR THE REPUBLIC OF KOREA:

DONGJO KIM
subject to ratification
Aug 24th 1971

FOR KUWAIT:

Subject to ratification
SALEM S. AL SABAH

FOR LEBANON:

Subject to ratification
N. KABBANI

FOR LIBYA:

FOR LIECHTENSTEIN:

subject to ratification
E. ANDRES

FOR THE GRAND DUCHY OF LUXEMBOURG:

sous réserve de ratification
JEAN WAGNER
28 september 1971

FOR THE MALAGASY REPUBLIC:

FOR MALAYSIA:

ONG YOKE LIN

FOR MAURITANIA:

ABDOU OULD HACHEME

FOR MEXICO:

subject to ratification
RAFAEL DE LA COLINA
November 4th, 1971

FOR MONACO:

DR. CHARLES SCHERTENLEIB
May the 1st 1972

FOR MOROCCO:

ABDESSADEQ EL MEZOUARI EL GLAOUI
[Romanization]

FOR THE KINGDOM OF THE NETHERLANDS:

R B VAN LYNDEN
Sous réserve de ratification
October 13th 1971

FOR NEW ZEALAND:

FRANK CORNER
5 January 1972
Subject to ratification

FOR NICARAGUA:

GUILLERMO SEVILLA-SACASA
Ad referendum

FOR NIGERIA:

FOR THE KINGDOM OF NORWAY:

Subject to ratification
GUNNAR HAERUM

FOR PAKISTAN:

Signed subject to ratification
A. HILALY

FOR PANAMA:

FOR PERU:

ad referendum
IGOR VELÁZQUEZ

FOR THE REPUBLIC OF THE PHILIPPINES:

ERNESTO V. LAGDAMEO
subject to ratification

FOR PORTUGAL:

A. CABRITA MATIAS
ad referendum

FOR SAUDI ARABIA:

FOR SENEGAL:

CHEIKH FALL
Subject to later ratification

FOR SINGAPORE:

E S MONTEIRO
subject to later ratification

FOR THE REPUBLIC OF SOUTH AFRICA:

D P OLIVIER

FOR SPAIN:

sujeto a ratificación
J. M. ALLENDESALAZAR

FOR THE SUDAN:

subject to ratification
OSMAN HAMID

FOR SWEDEN:

HUBERT DE BESCHE
May 19, 1972

FOR SWITZERLAND:

subject to ratification
O. EXCHAQUET

FOR THE SYRIAN ARAB REPUBLIC:

R. JOUÉJATI

FOR TANZANIA:

SHILAM [G. M. RUTABANZIBWA]
subject to ratification

FOR THAILAND:

SUNTHORN HONGLADAROM
subject to ratification

FOR TRINIDAD AND TOBAGO:

CORINNE A. BAPTISTE

FOR TUNISIA:

GHEZAL
sous réserve de ratification

FOR TURKEY:

MELIH ESENBEL
subject to ratification
9. 10. 1971

FOR UGANDA:

Subject to ratification
M RAMATHAN
28/1/1972

FOR THE ARAB REPUBLIC OF EGYPT:

Subject to ratification
ASHRAF GHORBAL
20 October 1971

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Subject to ratification
GUY E. MILLARD

FOR THE UNITED STATES OF AMERICA:

William P. Rogers

FOR THE VATICAN CITY STATE:

SUB. TO RAT.
MARIO PERESSIN

FOR VENEZUELA:

JOSÉ L. ALEGRETT
AD REFERENDUM

FOR THE REPUBLIC OF VIET-NAM

Subject to ratification
BUI-DIEM

FOR THE YEMEN ARAB REPUBLIC:

YAHYA H. GEGHMAN

FOR YUGOSLAVIA:

Subject to ratification
P. VASILJEVIĆ

FOR ZAMBIA:

FOR HAITI:

R. CHALMERS
sujet à ratification

FOR COSTA RICA:

R. A. ZÚÑIGA
Subject to ratification

FOR BURUNDI:

FELIX MAGENGE
Sujet à la ratification

FOR FINLAND:

OLAVI MUNKKI

Subject to ratification
Dec. 15th 1971

FOR ICELAND:

GUDMUNDUR I. GUDMUNDSSON

Subject to ratification
February 14th '72

OPERATING AGREEMENT RELATING TO THE INTERNATIONAL TELECOMMUNICATIONS SATELLITE ORGANIZATION "INTELSAT"

TIAS 7532

PREAMBLE

The Signatories to this Operating Agreement:

Considering that the States Parties to the Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT" have undertaken therein to sign or to designate a telecommunications entity to sign this Operating Agreement,

Agree as follows:

ARTICLE 1

(Definitions)

(a) For the purpose of this Operating Agreement:

(i) "Agreement" means the Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT";

(ii) "Amortization" includes depreciation; and

(iii) "Assets" includes every subject of whatever nature to which a right of ownership can attach, as well as contractual rights.

(b) The definitions in Article I of the Agreement shall apply to this Operating Agreement.

ARTICLE 2

(Rights and Obligations of Signatories)

Each Signatory acquires the rights provided for Signatories in the Agreement and this Operating Agreement and undertakes to fulfill the obligations placed upon it by those Agreements.

ARTICLE 3

(Transfer of Rights and Obligations)

(a) As of the date the Agreement and this Operating Agreement enter into force and subject to the requirements of Article 19 of this Operating Agreement:

(i) all of the property and contractual rights and all other rights, including rights in and to the space segment, owned in undivided shares by the signatories to the Special Agreement pursuant to the Interim Agreement and the Special Agreement as of such date, shall be owned by INTELSAT;

(ii) all of the obligations and liabilities undertaken or incurred by or on behalf of the signatories to the Special Agreement collectively in carrying out the provisions of the Interim Agreement and the Special Agreement which are outstanding as of, or arise from acts or omissions prior to, such date shall become obligations and liabilities of INTELSAT. However, this subparagraph shall not apply to any such obligation or liability arising from actions or

decisions taken after the opening for signature of the Agreement which, after the entry into force of the Agreement, could not have been taken by the Board of Governors without prior authorization of the Assembly of Parties pursuant to paragraph (f) of Article III of the Agreement.

(b) INTELSAT shall be the owner of the INTELSAT space segment and of all other property acquired by INTELSAT.

(c) The financial interest in INTELSAT of each Signatory shall be equal to the amount arrived at by the application of its investment share to the valuation effected pursuant to Article 7 of this Operating Agreement.

ARTICLE 4

(Financial Contributions)

(a) Each Signatory shall make contributions to the capital requirements of INTELSAT, as determined by the Board of Governors in accordance with the terms of the Agreement and this Operating Agreement, in proportion to its investment share as determined pursuant to Article 6 of this Operating Agreement and shall receive capital repayment and compensation for use of capital in accordance with the provisions of Article 8 of this Operating Agreement.

(b) Capital requirements shall include all direct and indirect costs for the design, development, construction and establishment of the INTELSAT space segment and for other INTELSAT property, as well as requirements for contributions by Signatories pursuant to paragraph (f) of Article 8 and paragraph (b) of Article 18 of this Operating Agreement. The Board of Governors shall determine the financial requirements of INTELSAT which shall be met from capital contributions from the Signatories.

(c) Each Signatory, as user of the INTELSAT space segment, as well as all other users, shall pay appropriate utilization charges established in accordance with the provisions of Article 8 of this Operating Agreement.

(d) The Board of Governors shall determine the schedule of payments required pursuant to this Operating Agreement. Interest at a rate to be determined by the Board of Governors shall be added to any amount unpaid after the date designated for payment.

ARTICLE 5

(Capital Ceiling)

(a) The sum of the net capital contributions of the Signatories and of the outstanding contractual capital commitments of INTELSAT shall be subject to a ceiling. This sum shall consist of the cumulative capital contributions made by the signatories to the Special Agreement, pursuant to Articles 3 and 4 of the Special Agreement, and by the Signatories to this Operating Agreement, pursuant to Article 4 of this Operating Agreement, less the cumulative capital repaid to them pursuant to the Special Agreement and to this Operating Agreement, plus the outstanding amount of contractual capital commitments of INTELSAT.

(b) The ceiling referred to in paragraph (a) of this Article shall be 500 million U.S. dollars or the amount authorized pursuant to paragraph (c) or (d) of this Article.

(c) The Board of Governors may recommend to the Meeting of Signatories that the ceiling in effect under paragraph (b) of this Article be increased. Such recommendation shall be considered by the Meeting of Signatories, and the increased ceiling shall become effective upon approval by the Meeting of Signatories.

(d) However, the Board of Governors may increase the ceiling up to ten percent above the limit of 500 million U.S. dollars or such higher limits as may be approved by the Meeting of Signatories pursuant to paragraph (c) of this Article.

ARTICLE 6

(Investment Shares)

(a) Except as otherwise provided in this Article, each Signatory shall have an investment share equal to its percentage of all utilization of the INTELSAT space segment by all Signatories.

(b) For the purpose of paragraph (a) of this Article, utilization of the INTELSAT space segment by a Signatory shall be measured by dividing the space segment utilization charges payable by the Signatory to INTELSAT by the number of days for which charges were payable during the six-month period prior to the effective date of a determination of investment shares pursuant to subparagraph (c) (i), (c) (ii) or (c) (v) of this Article. However, if the number of days for which charges were payable by a Signatory for utilization during such six-month period was less than ninety days, such charges shall not be taken into account in determining investment shares.

(c) Investment shares shall be determined effective as of:

(i) the date of entry into force of this Operating Agreement;

(ii) the first day of March of each year, provided that if this Operating Agreement enters into force less than six months before the succeeding first day of March, there shall be no determination under this subparagraph effective as of that date;

(iii) the date of entry into force of this Operating Agreement for a new Signatory;

(iv) the effective date of withdrawal of a Signatory from INTELSAT; and

(v) the date of request by a Signatory for whom INTELSAT space segment utilization charges have, for the first time, become payable by that Signatory for utilization through its own earth station, provided that such date of request is not less than ninety days following the date the space segment utilization charges became payable.

(d) (i) Any Signatory may request that, if any determination of investment shares made pursuant to paragraph (c) of this Article would result in its investment share exceeding its quota or investment share, as the case may be, held immediately prior to such determination, it be allocated a lesser investment share, provided that such investment share shall not be less than its final quota held pursuant to the Special Agreement or than its investment share held immediately prior to the determination, as the case may be. Such requests shall be deposited with INTELSAT and shall indicate the reduced investment share desired. INTELSAT shall give prompt notification of such requests to all Signatories, and such requests shall be honored to the extent that other Signatories accept greater investment shares.

(ii) Any Signatory may notify INTELSAT that it is prepared to accept an increase in its investment share in order to accommodate requests for lesser investment shares made pursuant to subparagraph (i) of this paragraph and up to what limit, if any. Subject to such limits, the total amount of reduction in investment shares requested pursuant to subparagraph (i) of this paragraph shall be distributed among the Signatories which have accepted, pursuant to this subparagraph, greater investment shares, in proportion to the investment shares held by them immediately prior to the applicable adjustment.

(iii) If reductions requested pursuant to subparagraph (i) of this paragraph cannot be wholly accommodated among the Signatories which have accepted greater investment shares pursuant to subparagraph (ii) of this paragraph, the total amount of accepted increases shall be allocated, up to the limits indicated by each Signatory accepting a greater investment share pursuant to this paragraph, as reductions to those Signatories which requested lesser investment shares pursuant to subparagraph (i) of this paragraph, in proportion to the reductions requested by them under subparagraph (i) of this paragraph.

(iv) Any Signatory which has requested a lesser or accepted a greater investment share pursuant to this paragraph shall be deemed to have accepted the decrease or increase of its investment share, as determined pursuant to this para-

graph, until the next determination of investment shares pursuant to subparagraph (c) (ii) of this Article.

(v) The Board of Governors shall establish appropriate procedures with regard to notification of requests by Signatories for lesser investment shares made pursuant to subparagraph (i) of this paragraph, and notification by Signatories which are prepared to accept increases in their investment shares pursuant to subparagraph (ii) of this paragraph.

(e) For the purposes of composition of the Board of Governors and calculation of the voting participation of Governors, the investment shares determined pursuant to subparagraph (c) (ii) of this Article shall take effect from the first day of the ordinary meeting of the Meeting of Signatories following such determination.

(f) To the extent that an investment share is determined pursuant to subparagraph (c) (iii) or (c) (v) or paragraph (h) of this Article, and to the extent necessitated by withdrawal of a Signatory, the investment shares of all other Signatories shall be adjusted in the proportion that their respective investment shares, held prior to this adjustment, bear to each other. On the withdrawal of a Signatory, investment shares of 0.05 per cent determined in accordance with the provisions of paragraph (h) of this Article shall not be increased.

(g) Notification of the results of each determination of investment shares, and of the effective date of such determination, shall be promptly furnished to all Signatories by INTELSAT.

(h) Notwithstanding any provision of this Article, no Signatory shall have an investment share of less than 0.05 per cent of the total investment shares.

ARTICLE 7

(Financial Adjustments Between Signatories)

(a) On entry into force of this Operating Agreement and thereafter at each determination of investment shares, financial adjustments shall be made between Signatories, through INTELSAT, on the basis of a valuation effected pursuant to paragraph (b) of this Article. The amounts of such financial adjustments shall be determined with respect to each Signatory by applying to such valuation:

(i) on entry into force of this Operating Agreement, the difference, if any, between the final quota of each Signatory held pursuant to the Special Agreement and its initial investment share determined pursuant to Article 6 of this Operating Agreement;

(ii) at each subsequent determination of investment shares, the difference, if any, between the new investment share of each Signatory and its investment share prior to such determination.

(b) The valuation referred to in paragraph (a) of this Article shall be effected as follows:

(i) deduct from the original cost of all assets as recorded in INTELSAT accounts as of the date of adjustment, including any capitalized return or capitalized expenses, the sum of:

(A) the accumulated amortization as recorded in INTELSAT accounts as of the date of adjustment, and

(B) loans and other accounts payable by INTELSAT as of the date of adjustment;

(ii) adjust the results obtained pursuant to subparagraph (i) of this paragraph by:

(A) adding or deducting, for the purpose of the financial adjustments on entry into force of this Operating Agreement, an amount representing any deficiency or excess, respectively, in the payment by INTELSAT of compensation for use of capital relative to the cumulative amount due pursuant to the Special Agreement, at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Interim Communications Satellite Committee pursuant to Article 9 of the Special Agreement. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in subparagraph (i) of this paragraph;

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(B) adding or deducting, for the purpose of each subsequent financial adjustment a further amount representing any deficiency or excess, respectively, in the payment by INTELSAT of compensation for use of capital from the time of entry into force of this Operating Agreement to the effective date of valuation, relative to the cumulative amount due pursuant to this Operating Agreement, at the rate or rates of compensation for use of capital in effect during the periods in which the relevant rates were applicable, as established by the Board of Governors pursuant to Article 8 of this Operating Agreement. For the purpose of assessing the amount representing any deficiency or excess in payment, compensation due shall be calculated on a monthly basis and relate to the net amount of the elements described in subparagraph (i) of this paragraph.

(c) Payments due from and to Signatories pursuant to the provisions of this Article shall be effected by a date designated by the Board of Governors. Interest at a rate to be determined by the Board of Governors shall be added to any amount unpaid after that date, except that, with respect to payments due pursuant to subparagraph (a) (i) of this Article, interest shall be added from the date of entry into force of this Operating Agreement. The rate of interest referred to in this paragraph shall be equal to the rate of interest determined by the Board of Governors pursuant to paragraph (d) of Article 4 of this Operating Agreement.

ARTICLE 8

(Utilization Charges and Revenues)

(a) The Board of Governors shall specify the units of measurement of INTELSAT space segment utilization relative to various types of utilization and, guided by such general rules as may be established by the Meeting of Signatories pursuant to Article VIII of the Agreement, shall establish INTELSAT space segment utilization charges. Such charges shall have the objective of covering the operating, maintenance and administrative costs of INTELSAT, the provision of such operating funds as the Board of Governors may determine to be necessary, the amortization of investment made by Signatories in INTELSAT and compensation for use of the capital of Signatories.

(b) For the utilization of capacity available for the purposes of specialized telecommunications services, pursuant to paragraph (d) of Article III of the Agreement, the Board of Governors shall establish the charge to be paid for the utilization of such services. In doing so it shall comply with the provisions of the Agreement and this Operating Agreement and in particular paragraph (a) of this Article, and shall take into consideration the costs associated with the provision of the specialized telecommunications services as well as an adequate part of the general and administrative costs of INTELSAT. In the case of separate satellites or associated facilities financed by INTELSAT pursuant to paragraph (e) of Article V of the Agreement, the Board of Governors shall establish the charges to be paid for the utilization of such services.

In doing so, it shall comply with the provisions of the Agreement and this Operating Agreement and in particular paragraph (a) of this Article, so as to cover fully the costs directly resulting from the design, development, construction, and provision of such separate satellites and associated facilities as well as an adequate part of the general and administrative costs of INTELSAT.

(c) In determining the rate of compensation for use of the capital of Signatories, the Board of Governors shall include an allowance for the risks associated with investment in INTELSAT and, taking into account such allowance, shall fix the rate as close as possible to the cost of money in the world markets.

(d) The Board of Governors shall institute any appropriate sanctions in cases where payments of utilization charges shall have been in default for three months or longer.

(e) The revenues earned by INTELSAT shall be applied, to the extent that such revenues allow, in the following order of priority:

(i) to meet operating, maintenance and administrative costs;

(ii) to provide such operating funds as the Board of Governors may determine to be necessary;

(iii) to pay to Signatories, in proportion to their respective investment shares, sums representing a repayment of capital in the amount of the provisions for amortization established by the Board of Governors and recorded in the INTELSAT accounts;

(iv) to pay to a Signatory which has withdrawn from INTELSAT such sums as may be due to it pursuant to Article 21 of this Operating Agreement; and

(v) to pay to Signatories, in proportion to their respective investment shares, the available balance towards compensation for use of capital.

(f) To the extent, if any, that the revenues earned by INTELSAT are insufficient to meet INTELSAT operating, maintenance and administrative costs, the Board of Governors may decide to meet the deficiency by using INTELSAT operating funds, by overdraft arrangements, by raising a loan, by requiring Signatories to make capital contributions in proportion to their respective investment shares or by any combination of such measures.

ARTICLE 9

(Transfer of Funds)

(a) Settlement of accounts between Signatories and INTELSAT in respect of financial transactions pursuant to Articles 4, 7 and 8 of this Operating Agreement shall be so arranged as to minimize both transfers of funds between Signatories and INTELSAT and the amount of funds held by INTELSAT over and above any operating funds determined by the Board of Governors to be necessary.

(b) All payments between Signatories and INTELSAT pursuant to this Operating Agreement shall be made in U.S. dollars or in currency freely convertible into U.S. dollars.

ARTICLE 10

(Overdrafts and Loans)

(a) For the purpose of meeting financial deficiencies, pending the receipt of adequate INTELSAT revenues or of capital contributions by Signatories pursuant to this Operating Agreement, INTELSAT may, with the approval of the Board of Governors, enter into overdraft arrangements.

(b) Under exceptional circumstances and for the purpose of financing any activity undertaken by INTELSAT, or of meeting any liability incurred by INTELSAT, pursuant to paragraph (a), (b) or (c) of Article III of the Agreement or to this Operating Agreement, INTELSAT may raise loans upon decision of the Board of Governors. The outstanding amounts of such loans shall be considered as contractual capital commitments for the purpose of Article 5 of this Operating Agreement. The Board of Governors shall, in accordance with subparagraph (a) (xiv) of Article X of the Agreement, report fully to the Meeting of Signatories with respect to the reasons for its decision to raise any loan and the terms and conditions under which such a loan was raised.

ARTICLE 11

(Excluded Costs)

The following shall not form part of the costs of INTELSAT:

(i) taxes on income derived from INTELSAT of any of the Signatories;

(ii) design and development expenditure on launchers and launching facilities except expenditure incurred for the adaptation of launchers and launching facilities in connection with the design, development, construction and establishment of the INTELSAT space segment; and

(iii) the costs of representatives of Parties and Signatories incurred in attending meetings of the Assembly of Parties, of the Meeting of Signatories, of the Board of Governors or any other meetings of INTELSAT.

ARTICLE 12

(Audit)

The accounts of INTELSAT shall be audited annually by independent auditors appointed by the Board of Governors. Any Signatory shall have the right of inspection of INTELSAT accounts.

ARTICLE 13

(International Telecommunication Union)

In addition to observing the relevant regulations of the International Telecommunication Union, INTELSAT shall, in the design, development, construction and establishment of the INTELSAT space segment and in the procedures established for regulating the operation of the INTELSAT space segment and of the earth stations, give due consideration to the relevant recommendations and procedures of the International Telegraph and Telephone Consultative Committee, the International Radio Consultative Committee and the International Frequency Registration Board.

ARTICLE 14

(Earth Station Approval)

(a) Any application for approval of an earth station to utilize the INTELSAT space segment shall be submitted to INTELSAT by the Signatory designated by the Party in whose territory the earth station is or will be located or, with respect to earth stations located in a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

(b) Failure by the Meeting of Signatories to establish general rules, pursuant to subparagraph (b) (v) of Article VIII of the Agreement, or the Board of Governors to establish criteria and procedures, pursuant to subparagraph (a) (vi) of Article X of the Agreement, for approval of earth stations shall not preclude the Board of Governors from considering or acting upon any application for approval of an earth station to utilize the INTELSAT space segment.

(c) Each Signatory or telecommunications entity referred to in paragraph (a) of this Article shall, with respect to earth stations for which it has submitted an application, be responsible to INTELSAT for compliance of such stations with the rules and standards specified in the document of approval issued to it by INTELSAT, unless, in the case of a Signatory which has submitted an application, its designating Party assumes such responsibility with respect to all or some of the earth stations not owned or operated by such Signatory.

ARTICLE 15

(Allotment of Space Segment Capacity)

(a) Any application for allotment of INTELSAT space segment capacity shall be submitted to INTELSAT by a Signatory or, in the case of a territory not under the jurisdiction of a Party, by a duly authorized telecommunications entity.

(b) In accordance with the terms and conditions established by the Board of Governors pursuant to Article X of the Agreement, allotment of INTELSAT space segment capacity shall be made to a Signatory or, in the case of a territory not under the jurisdiction of a Party, to the duly authorized telecommunications entity making the application.

(c) Each Signatory or telecommunications entity to which an allotment has been made pursuant to paragraph (b) of this Article shall be responsible for compliance with all the terms and conditions established by INTELSAT with respect to such allotment, unless, in the case of a Signatory which has submitted an application, its designating Party assumes such responsibility for allotments made with respect to all or some of the earth stations not owned or operated by such Signatory.

ARTICLE 16

(Procurement)

(a) All contracts relating to the procurement of goods and services required by INTELSAT shall be awarded in accordance with Article XIII of the Agreement, Article 17 of this Operating Agreement and the procedures, regulations, terms and conditions established by the Board of Governors pursuant to the provisions of the Agreement and this Operating Agreement. The services to which this Article refers are those provided by juridical persons.

(b) The approval of the Board of Governors shall be required before:

(i) the issuing of requests for proposals or invitations to tender for contracts which are expected to exceed 500,000 U.S. dollars in value;

(ii) the awarding of any contract to a value exceeding 500,000 U.S. dollars.

(c) In any of the following circumstances, the Board of Governors may decide to procure goods and services otherwise than on the basis of responses to open international invitations to tender:

(i) where the estimated value of the contract does not exceed 50,000 U.S. dollars or any such higher amount as the Meeting of Signatories may decide in the light of proposals by the Board of Governors;

(ii) where procurement is required urgently to meet an emergency situation involving the operational viability of the INTELSAT space segment;

(iii) where the requirement is of a predominantly administrative nature best suited to local procurement; and

(iv) where there is only one source of supply to a specification which is necessary to meet the requirements of INTELSAT or where the sources of supply are so severely restricted in number that it would be neither feasible nor in the best interest of INTELSAT to incur the expenditure and time involved in open international tender, provided that where there is more than one source they will all have the opportunity to bid on an equal basis.

(d) The procedures, regulations, terms and conditions referred to in paragraph (a) of this Article shall provide for the supply of full and timely information to the Board of Governors. Upon request from any Governor, the Board of Governors shall be able to obtain, with respect to all contracts, any information necessary to enable that Governor to discharge his responsibilities as a Governor.

ARTICLE 17

(Inventions and Technical Information)

(a) INTELSAT, in connection with any work performed by it or on its behalf, shall acquire in inventions and technical information those rights, but no more than those rights, necessary in the common interests of INTELSAT and the Signatories in their capacity as such. In the case of work done under contract, any such rights obtained shall be on a non-exclusive basis.

(b) For the purposes of paragraph (a) of this Article, INTELSAT, taking into account its principles and objectives, the rights and obligations of the Parties and Signatories under the Agreement and this Operating Agreement and generally accepted industrial practices, shall, in connection with any work performed by it or on its behalf involving a significant element of study, research or development, ensure for itself:

(i) the right without payment to have disclosed to it all inventions and technical information generated by work performed by it or on its behalf;

(ii) the right to disclose and have disclosed to Signatories and others within the jurisdiction of any Party and to use and authorize and have authorized Signatories and such others to use such inventions and technical information:

(A) without payment, in connection with the INTELSAT space segment and any earth station operating in conjunction therewith, and

(B) for any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and the owner or originator of such inventions and technical information or any other duly authorized entity or person having a property interest therein.

(c) In the case of work done under contract, the implementation of paragraph (b) of this Article shall be based on the retention by contractors of ownership of rights in inventions and technical information generated by them.

(d) INTELSAT shall also ensure for itself the right, on fair and reasonable terms and conditions, to disclose and have disclosed to Signatories and others within the jurisdiction of any Party, and to use and authorize and have authorized Signatories and such others to use, inventions and technical information directly utilized in the execution of work performed on its behalf but not included in paragraph (b) of this Article, to the

extent that the person who has performed such work is entitled to grant such right and to the extent that such disclosure and use is necessary for the effective exercise of rights obtained pursuant to paragraph (b) of this Article.

(e) The Board of Governors may, in individual cases, where exceptional circumstances warrant, approve a deviation from the policies prescribed in subparagraph (b) (ii) and paragraph (d) of this Article where in the course of negotiations it is demonstrated to the Board of Governors that failure to deviate would be detrimental to the interests of INTELSAT and, in the case of subparagraph (b) (ii), that adherence to these policies would be incompatible with prior contractual obligations entered into in good faith by a prospective contractor with a third party.

(f) The Board of Governors may also, in individual cases, where exceptional circumstances warrant, approve a deviation from the policy prescribed in paragraph (c) of this Article where all of the following conditions are met:

(i) it is demonstrated to the Board of Governors that failure to deviate would be detrimental to the interests of INTELSAT,

(ii) it is determined by the Board of Governors that INTELSAT should be able to ensure patent protection in any country and

(iii) where, and to the extent that, the contractor is unable or unwilling to ensure such protection on a timely basis.

(g) In determining whether and in what form to approve any deviation pursuant to paragraphs (e) and (f) of this Article, the Board of Governors shall take into account the interests of INTELSAT and all Signatories and the estimated financial benefits to INTELSAT resulting from such deviation.

(h) With respect to inventions and technical information in which rights were acquired under the Interim Agreement and the Special Agreement, or are acquired under the Agreement and this Operating Agreement other than pursuant to paragraph (b) of this Article, INTELSAT, to the extent that it has the right to do so, shall upon request:

(i) disclose or have disclosed such inventions and technical information to any Signatory, subject to reimbursement of any payment made by or required of INTELSAT in respect of the exercise of such right of disclosure;

(ii) make available to any Signatory the right to disclose or have disclosed to others within the jurisdiction of any Party and to use and authorize or have authorized such others to use such inventions and technical information:

(A) without payment, in connection with the INTELSAT space segment or any earth station operating in conjunction therewith, and

(B) for any other purpose, on fair and reasonable terms and conditions to be settled between Signatories or others within the jurisdiction of any Party and INTELSAT or the owner or originator of such inventions and technical information or any other duly authorized entity or person having a property interest therein, and subject to reimbursement of any payment made by or required of INTELSAT in respect of the exercise of such rights.

(i) To the extent that INTELSAT acquires the right pursuant to subparagraph (b) (i) of this Article to have inventions and technical information disclosed to it, it shall keep each Signatory which so requests informed of the availability and general nature of such inventions and technical information. To the extent that INTELSAT acquires rights pursuant to the provisions of this Article to make inventions and technical information available to Signatories and others in the jurisdiction of Parties, it shall make such rights available upon request to any Signatory or its designee.

(j) The disclosure and use, and the terms and conditions of disclosure and use, of all inventions and technical information in which INTELSAT has acquired any rights shall be on a non-discriminatory basis with respect to all Signatories and their designees.

ARTICLE 18

(Liability)

(a) Neither INTELSAT nor any Signatory, in its capacity as such, nor any director, officer or employee of any of them nor any representative to any organ of INTELSAT acting in the performance of their functions and within the scope of their authority, shall be liable to, nor shall any claim be made against any of them by, any Signatory or INTELSAT for loss or damage sustained by reason of any unavailability, delay or faultiness of telecommunications services provided or to be provided pursuant to the Agreement or this Operating Agreement.

(b) If INTELSAT or any Signatory, in its capacity as such, is required, by reason of a binding decision rendered by a competent tribunal or as a result of a settlement agreed to or concurred in by the

Board of Governors, to pay any claim, including any costs and expenses associated therewith, which arises out of any activity conducted or authorized by INTELSAT pursuant to the Agreement or to this Operating Agreement, to the extent that the claim is not satisfied through indemnification, insurance or other financial arrangements, the Signatories shall, notwithstanding any ceiling established by or pursuant to Article 5 of this Operating Agreement, pay to INTELSAT the amount unsatisfied on such claim in proportion to their respective investment shares as of the date the payment by INTELSAT of such claim is due.

(c) If such a claim is asserted against a Signatory, that Signatory, as a condition of payment by INTELSAT of the claim pursuant to paragraph (b) of this Article, shall without delay provide INTELSAT with notice thereof, and shall afford INTELSAT the opportunity to advise and recommend on or to conduct the defense or other disposition of the claim and, to the extent permitted by the law of the jurisdiction in which the claim is brought, to become a party to the proceeding either with such Signatory or in substitution for it.

ARTICLE 19

(Buy-Out)

(a) Consonant with the provisions of Articles IX and XV of the Interim Agreement, the Board of Governors shall, as soon as practicable and not later than three months after entry into force of this Operating Agreement, determine, in accordance with paragraph (d) of this Article, the financial status in relation to INTELSAT of each signatory to the Special Agreement for which, in its capacity as a State, or for whose State the Agreement, on its entry into force, had neither entered into force

nor been applied provisionally. The Board of Governors shall notify each such signatory in writing of its financial status and the rate of interest thereon. This rate of interest shall be close to the cost of money in world markets.

(b) A signatory may accept the assessment of its financial status and the rate of interest as notified pursuant to paragraph (a) of this Article or as may otherwise have been agreed between the Board of Governors and this signatory. INTELSAT shall pay to such signatory, in U.S. dollars or in another currency freely convertible into U.S. dollars, within ninety days of such acceptance, or within such greater period as may be mutually agreed, the amount so accepted, together with interest thereon from the date of entry into force of this Operating Agreement to the date of payment.

(c) If there is a dispute between INTELSAT and a signatory as to the amount or the rate of interest, which cannot be settled by negotiation within the period of one year from the date of notification pursuant to paragraph (a) of this Article, the amount and rate of interest notified shall remain the standing offer by INTELSAT to settle the matter, and the corresponding funds shall be set aside at the disposal of such signatory. Provided that a mutually acceptable tribunal can be found, INTELSAT shall refer the matter to arbitration if the signatory so requests. Upon receipt of the decision of the tribunal, INTELSAT shall pay to the signatory the amount decided by the tribunal in U.S. dollars or in another currency freely convertible into U.S. dollars.

(d) For the purpose of paragraph (a) of this Article, the financial status shall be determined as follows:

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(i) multiply the final quota held by the signatory pursuant to the Special Agreement by the amount established from the valuation effected pursuant to paragraph (b) of Article 7 of this Operating Agreement as of the date of entry into force of this Operating Agreement; and

(ii) from the resulting product deduct any amounts due from that signatory as of the date of entry into force of this Operating Agreement.

(e) No provision of this Article shall:

(i) relieve a signatory described in paragraph (a) of this Article of its share of any obligations incurred by or on behalf of the signatories to the Special Agreement collectively as the result of acts or omissions in the implementation of the Interim Agreement and the Special Agreement prior to the date of entry into force of this Operating Agreement; or

(ii) deprive such a signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the termination of the Special Agreement and for which the signatory has not already been compensated pursuant to the provisions of this Article.

ARTICLE 20

(Settlement of Disputes)

(a) All legal disputes arising in connection with the rights and obligations under the Agreement or this Operating Agreement between Signatories with respect to each other, or between INTELSAT and a Signatory or Signatories, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

(b) All such disputes arising between a Signatory and a State or telecommunications entity which has ceased to be a Signatory, or between INTELSAT and a State or telecommunications entity which has ceased to be a Signatory, and which arise after such State or telecommunications entity ceased to be a Signatory, if not otherwise settled within a reasonable time, shall be submitted to arbitration, and may be submitted to arbitration in accordance with the provisions of Annex C to the Agreement provided the disputants in any given dispute so agree. If a State or telecommunications entity ceases to be a Signatory after an arbitration in which it is a disputant has commenced, such arbitration shall be continued and concluded in accordance with the provisions of Annex C to the Agreement, or, as the case may be, with the other provisions under which the arbitration is being conducted.

(c) All legal disputes arising in connection with agreements or contracts that INTELSAT may conclude with any Signatory shall be subject to the provisions on settlement of disputes contained in such agreements or contracts. In the absence of such provisions, such disputes, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

(d) If upon entry into force of this Operating Agreement, any arbitration is in progress pursuant to the Supplementary Agreement on Arbitration dated June 4, 1965, [1] the provisions of that Agreement shall remain in force with respect to such arbitration until its conclusion. If the Interim Communications Satellite Committee is a party to any such arbitration, INTELSAT shall replace it as a party.

ARTICLE 21

(Withdrawal)

(a) Within three months after the effective date of withdrawal of a Signatory from INTELSAT pursuant to Article XVI of the Agreement, the Board of Governors shall notify the Signatory of the evaluation by the Board of Governors of its financial status in relation to INTELSAT as of the effective date of its withdrawal and of the proposed terms of settlement pursuant to paragraph (c) of this Article.

(b) The notification pursuant to paragraph (a) of this Article shall include a statement of:

(i) the amount payable by INTELSAT to the Signatory, calculated by multiplying the investment share held by the Signatory as of the effective date of its withdrawal by the amount established from a valuation effected pursuant to paragraph (b) of Article 7 of this Operating Agreement as of that date;

(ii) any amounts to be paid by the Signatory to INTELSAT, pursuant to paragraph (g), (j) or (k) of Article XVI of the Agreement, representing its share of capital contributions for contractual commitments specifically

[1] TIAS 5646 (reprint, Jan. 1967).

authorized prior to the receipt by the appropriate authority of notice of its decision to withdraw or, as the case may be, prior to the effective date of its withdrawal, together with the proposed schedule for the payments to meet the said contractual commitments; and

(iii) any amounts due from the Signatory to INTELSAT as of the effective date of its withdrawal.

(c) The amounts referred to in subparagraphs (b) (i) and (b) (ii) of this Article shall be repaid by INTELSAT to the Signatory over a period of time consistent with the period over which other Signatories will be repaid their capital contributions, or over such lesser period as the Board of Governors may consider appropriate. The Board of Governors shall determine the rate of interest to be paid to or by the Signatory in respect of any amounts which may, from time to time, be outstanding for settlement.

(d) In its evaluation pursuant to subparagraph (b) (ii) of this Article, the Board of Governors may decide to relieve the Signatory in whole or in part of its responsibility for contributing its share of the capital contributions necessary to meet both contractual commitments specifically authorized and liabilities arising from acts or omissions prior to the receipt of notice of withdrawal or, as the case may be, prior to the effective date of withdrawal of the Signatory pursuant to Article XVI of the Agreement.

(e) Except as may be decided by the Board of Governors pursuant to paragraph (d) of this Article, no provision of this Article shall:

(i) relieve a Signatory referred to in paragraph (a) of this Article of its share of any non-contractual

obligations of INTELSAT arising from acts or omissions in the implementation of the Agreement and the Operating Agreement prior to the receipt of notice of its decision to withdraw or, as the case may be, prior to the effective date of its withdrawal; or

(ii) deprive such a Signatory of any rights acquired by it, in its capacity as such, which would otherwise continue after the effective date of its withdrawal, and for which the Signatory has not already been compensated pursuant to the provisions of this Article.

ARTICLE 22

(Amendments)

(a) Any Signatory, the Assembly of Parties or the Board of Governors may propose amendments to this Operating Agreement. Proposed amendments shall be submitted to the executive organ, which shall distribute them promptly to all Parties and Signatories.

(b) The Meeting of Signatories shall consider each proposed amendment at its first ordinary meeting following its distribution by the executive organ, or at an earlier extraordinary meeting convened in accordance with the provisions of Article VIII of the Agreement, provided that the proposed amendment has been distributed by the executive organ at least ninety days before the opening date of the meeting. The Meeting of Signatories shall consider any views and recommendations which it receives from the Assembly of Parties or the Board of Governors with respect to a proposed amendment.

(c) The Meeting of Signatories shall take decisions on each proposed amendment in accordance with the provisions relating to quorum and voting contained in Article VIII of the Agreement. It may modify any proposed amendment, distributed in accordance with paragraph (b) of this Article, and may also take decisions on any amendment not so distributed but directly consequential to a proposed or modified amendment.

(d) An amendment which has been approved by the Meeting of Signatories shall enter into force in accordance with paragraph (e) of this Article after the Depositary has received notice of approval of the amendment from either:

(i) two-thirds of the Signatories which were Signatories as of the date upon which the amendment was approved by the Meeting of Signatories, provided that such two-thirds include Signatories which then held at least two-thirds of the total investment shares; or

(ii) a number of Signatories equal to or exceeding eighty-five per cent of the total number of Signatories which were Signatories as of the date upon which the amendment was approved by the Meeting of Signatories, regardless of the amount of investment shares which such Signatories then held.

Notification of the approval of an amendment by a Signatory shall be transmitted to the Depositary by the Party concerned, and such a notification shall signify the acceptance by the Party of such amendment.

(e) The Depositary shall notify all the Signatories as soon as it has received the approvals of the amendment required by paragraph (d) of this Article for the entry into force of an amendment. Ninety days after the

date of issue of this notification, the amendment shall enter into force for all Signatories, including those that have not yet approved it and have not withdrawn from INTELSAT.

(f) Notwithstanding the provisions of paragraphs (d) and (e) of this Article, an amendment shall not enter into force later than eighteen months after the date it has been approved by the Meeting of Signatories.

ARTICLE 23

(Entry into Force)

(a) This Operating Agreement shall enter into force for a Signatory on the date on which the Agreement enters into force, in accordance with paragraphs (a) and (d) or paragraphs (b) and (d) of Article XX of the Agreement, for the Party concerned.

(b) This Operating Agreement shall be applied provisionally for a Signatory on the date on which the Agreement is applied provisionally, in accordance with paragraphs (c) and (d) of Article XX of the Agreement, for the Party concerned.

(c) This Operating Agreement shall continue in force for as long as the Agreement is in force.

ARTICLE 24

(Depositary)

(a) The Government of the United States of America shall be the Depositary for this Operating Agreement, the texts of which in English, French and Spanish are equally authentic. This Operating Agreement shall be deposited in the archives of the Depositary, with which shall also be deposited notifications of approval of amendments, of substitution of a Signatory pursuant to paragraph (f) of Article XVI of the Agreement, and of withdrawals from INTELSAT.

(b) The Depositary shall transmit certified copies of the texts of this Operating Agreement to all Governments and all designated telecommunications entities which have signed it, and to the International Telecommunication Union, and shall notify those Governments, designated telecommunications entities, and the International Telecommunication Union, of signatures to this Operating Agreement, of commencement of the sixty-day period referred to in paragraph (a) of Article XX of the Agreement, of the entry into force of this Operating Agreement, of notifications of approval of amendments and of the entry into force of amendments to this Operating Agreement. Notice of the commencement of the sixty-day period shall be issued on the first day of that period.

(c) Upon entry into force of this Operating Agreement, the Depositary shall register it with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Operating Agreement.

DONE at Washington, on the 20th day of August, one thousand nine hundred and seventy-one.

ANNEX

TRANSITION PROVISIONS

1) Obligations of Signatories

Each Signatory to this Operating Agreement which was, or whose designating Party was, a party to the Interim Agreement shall pay, or shall be entitled to receive, the net amount of any sums due pursuant to the Special Agreement as of the date of entry into force of the Agreement, from or to such party, in its capacity as a signatory to the Special Agreement, or from or to its designated signatory to the Special Agreement.

2) Establishment of the Board of Governors

(a) On the date of commencement of the sixty-day period referred to in paragraph (a) of Article XX of the Agreement, and thereafter at weekly intervals, the Communications Satellite Corporation shall notify all signatories to the Special Agreement and States or telecommunications entities designated by States for whom this Operating Agreement will come into force, or will be applied provisionally, on the date of entry into force of the Agreement, of the estimated initial investment share of each such State or telecommunications entity pursuant to the provisions of this Operating Agreement.

(b) During the said sixty-day period, the Communications Satellite Corporation shall make the necessary administrative preparations for the convening of the first meeting of the Board of Governors.

(c) Within three days after the date of entry into force of the Agreement, the Communications Satellite Corporation, acting pursuant to paragraph 2 of Annex D to the Agreement, shall:

(i) inform all Signatories for whom this Operating Agreement has come into force or has been applied provisionally of their initial investment shares determined pursuant to Article 6 of this Operating Agreement; and

(ii) inform all such Signatories of the arrangements made for the first meeting of the Board of Governors, which shall be convened not more than thirty days after the date of entry into force of the Agreement.

3) Settlement of Disputes

Any legal dispute which may arise between INTELSAT and the Communications Satellite Corporation in connection with the rendering of services by the Corporation to INTELSAT, between the date of entry into force of this Operating Agreement and the effective date of the contract arranged pursuant to subparagraph (a) (ii) of Article XII of the Agreement, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex C to the Agreement.

* * *

ACCORD D'EXPLOITATION RELATIF A L'ORGANISATION INTERNATIONALE DE TELECOMMUNICATIONS PAR SATELLITES "INTELSAT"

PREAMBULE

Les Signataires du present Accord d'exploitation:

Considérant que les Etats Parties à l'Accord relatif à l'organisation internationale de télécommunications par satellites "INTELSAT" s'engagent par l'Accord à signer le présent Accord d'exploitation ou à désigner un organisme de télécommunications habilité à le signer,

Sont convenus de ce qui suit:

ARTICLE 1

(Définitions)

a. Aux fins du présent Accord d'exploitation:

i. le terme "Accord" désigne l'Accord relatif à l'organisation internationale de télécommunications par satellites "INTELSAT";

ii. le terme "amortissement" comprend la dépréciation;

iii. les termes "éléments d'actif" comprennent tout élément, quelle qu'en soit la nature, à l'égard duquel un droit de propriété peut être exercé, ainsi que tout droit contractuel.

b. Les définitions de l'article I de l'Accord s'appliquent à l'Accord d'exploitation.

ARTICLE 2

(Droits et obligations des Signataires)

Chaque Signataire acquiert les droits attribués aux Signataires par l'Accord et par l'Accord d'exploitation et s'engage à satisfaire aux obligations qui lui incombent aux termes desdits accords.

ARTICLE 3

(Transfert des droits et obligations)

a. A la date d'entrée en vigueur de l'Accord et du présent Accord d'exploitation et sous réserve des dispositions de l'article 19 de l'Accord d'exploitation:

i. les droits de propriété, les droits contractuels et tous les autres droits, y compris ceux afférents au secteur spatial, détenus en indivision, à ladite date, par les signataires de l'Accord spécial, en vertu de l'Accord provisoire et de l'Accord spécial, sont propriété d'INTELSAT;

ii. toutes les obligations contractées et les responsabilités encourues en commun par les signataires de l'Accord spécial ou pour leur compte, en exécution des dispositions de l'Accord provisoire et de l'Accord spécial, qui existent à ladite date ou qui résultent d'actes ou d'omissions antérieurs à cette date, deviennent les obligations et les responsabilités d'INTELSAT. Toutefois, le présent alinéa ne s'applique pas à toute obligation ou responsabilité découlant de mesures ou de décisions prises après l'ouverture de l'Accord à la signature qui, après l'entrée en vigueur de l'Accord, n'aurait pu être assumée par le Conseil des Gouverneurs sans obtenir au préalable l'autorisation de l'Assemblée des Parties conformément aux dispositions du paragraphe f de l'article III de l'Accord.

b. INTELSAT est propriétaire du secteur spatial d'INTELSAT et de tout autre bien acquis par INTELSAT.

c. L'intérêt financier de chaque Signataire dans INTELSAT est égal au montant obtenu en appliquant sa part d'investissement exprimée en pourcentage à l'évaluation effectuée conformément à l'article 7 de l'Accord d'exploitation.

ARTICLE 4

(Contributions financières)

a. Chaque Signataire contribue aux besoins en capital d'INTELSAT, déterminés par le Conseil des Gouverneurs conformément aux dispositions de l'Accord et du présent Accord d'exploitation, au prorata de sa part d'investissement, déterminée en vertu de l'article 6 de l'Accord d'exploitation, et reçoit le remboursement et la rémunération du capital conformément aux dispositions de l'article 8 de l'Accord d'exploitation.

b. Les besoins en capital comprennent tous les coûts directs et indirects de conception, de mise au point, de construction et de mise en place du secteur spatial d'INTELSAT et relatifs aux autres biens d'INTELSAT ainsi que les contributions que les Signataires doivent verser à INTELSAT en vertu du paragraphe f de l'article 8 et du paragraphe b de l'article 18 de l'Accord d'exploitation. Le Conseil des Gouverneurs détermine les besoins financiers d'INTELSAT qui doivent être couverts par des contributions en capital des Signataires.

c. Chaque Signataire, en tant qu'usager du secteur spatial d'INTELSAT, de même que tout autre usager, verse les redevances d'utilisation appropriées fixées conformément aux dispositions de l'article 8 de l'Accord d'exploitation.

d. Le Conseil des Gouverneurs établit un échéancier des paiements dus en application de l'Accord d'exploitation Un intérêt calculé à un taux fixé par le Conseil des Gouverneurs est ajouté à tout montant non réglé après la date fixée pour le paiement.

ARTICLE 5

(Limitation du capital)

a. Le total des contributions nettes des Signataires au capital et de l'encours des engagements contractuels en capital d'INTELSAT est soumis à une limite. Il est égal au montant cumulé des contributions en capital versées par les signataires de l'Accord spécial en application des articles 3 et 4 dudit Accord, et par les Signataires de l'Accord d'exploitation en application de l'article 4 de celui-ci, diminué du montant cumulé du capital qui leur est remboursé en vertu de l'Accord spécial et de l'Accord d'exploitation et augmenté de l'encours des engagements contractuels en capital d'INTELSAT.

b. La limite visée au paragraphe a du présent article est fixée à 500 millions de dollars des Etats-Unis ou au montant autorisé en vertu des paragraphes c ou d du présent article.

c. Le Conseil des Gouverneurs peut recommander à la Réunion des Signataires que la limite en vigueur en vertu du paragraphe b du présent article soit relevée. Cette recommandation est examinée par la Réunion des Signataires et la limite relevée est applicable dès son approbation par la Réunion des Signataires.

d. Toutefois, le Conseil des Gouverneurs peut relever la limite jusqu'à concurrence de dix pour cent au-delà de la limite de 500 millions de dollars des Etats-Unis ou de toute autre limite supérieure qui peut être approuvée par la Réunion des Signataires en vertu du paragraphe c du présent article.

ARTICLE 6

(Parts d'investissement)

a. A moins que le présent article n'en dispose autrement, chaque Signataire a une part d'investissement correspondant à son pourcentage de l'utilisation totale du secteur spatial d'INTELSAT par tous les Signataires.

b. Aux fins du paragraphe a du présent article, l'utilisation du secteur spatial d'INTELSAT par un Signataire est déterminée en divisant les redevances d'utilisation du secteur spatial payables à INTELSAT par ledit Signataire, par le nombre de jours pendant lesquels les redevances ont été payables au cours du semestre précédant la date à laquelle prend effet la détermination des parts d'investissement effectuée conformément aux alinéas i, ii ou v du paragraphe c du présent article. Toutefois, si le nombre de jours pour lesquels des redevances ont été payables par un Signataire pour l'utilisation pendant ce semestre est inférieur à quatre-vingt-dix, ces redevances n'entrent pas en ligne de compte pour la détermination des parts d'investissement.

c. Les parts d'investissement sont déterminées pour prendre effet:

i. dès l'entrée en vigueur de l'Accord d'exploitation;

ii. le premier mars de chaque année. Toutefois, si l'Accord d'exploitation entre en vigueur moins de six mois avant le premier mars suivant, aucune détermination n'est effectuée aux fins du présent alinéa pour prendre effet à cette date;

iii. à la date d'entrée en vigueur de l'Accord d'exploitation à l'égard d'un nouveau Signataire;

iv. à la date à laquelle le retrait d'un Signataire d'INTELSAT devient effectif;

v. à la date où un Signataire demande qu'une détermination soit effectuée, après que, pour la première fois, des redevances d'utilisation relatives à sa propre station terrienne sont devenues exigibles, pourvu que cette demande n'intervienne pas moins de quatre-vingt-dix jours après la date où lesdites redevances sont devenues exigibles.

d. i. Tout Signataire peut demander, au cas où la détermination des parts d'investissement effectuée conformément au paragraphe c du présent article aurait pour résultat de rendre sa part d'investissement supérieure à sa quote-part ou, le cas échéant, à la part d'investissement qu'il détenait immédiatement avant ladite détermination, qu'il lui soit attribué une part d'investissement plus faible, sous réserve que cette part d'investissement ne soit pas inférieure à sa quote-part finale détenue sous le régime de l'Accord spécial ou, le cas échéant, à sa part d'investissement immédiatement avant la détermination. Ces demandes sont déposées auprès d'INTELSAT, et précisent le montant de réduction souhaitée de la part d'investissement. INTELSAT doit informer sans délai tous les Signataires de ces demandes, et il leur est donné suite

dans la mesure où d'autres Signataires acceptent un accroissement des parts d'investissement.

ii. Tout Signataire peut informer INTELSAT qu'il est disposé à accepter une augmentation de sa part d'investissement en spécifiant dans quelles limites, afin qu'il soit donné satisfaction aux demandes de réduction des parts d'investissement effectuée conformément à l'alinéa i du présent paragraphe. Jusqu'à concurrence de ces limites, le montant total de la réduction des parts d'investissement demandée conformément à l'alinéa i du présent paragraphe est réparti entre les Signataires qui ont accepté, conformément au présent alinéa, un relèvement de leurs parts d'investissement au prorata des parts d'investissement qu'ils détenaient immédiatement avant le réajustement applicable.

iii. Si les réductions demandées aux termes de l'alinéa i du présent paragraphe ne peuvent être entièrement réparties entre les Signataires qui ont accepté un relèvement de leurs parts d'investissement conformément à l'alinéa ii du présent paragraphe, le total des augmentations acceptées est réparti, jusqu'à concurrence des limites fixées par chaque Signataire qui a accepté un relèvement de sa part d'investissement en vertu du présent paragraphe, à titre de réduction pour les Signataires qui ont demandé la diminution de leurs parts d'investissement en application de l'alinéa i du présent paragraphe, au prorata des

réductions qu'ils ont demandées en vertu dudit alinéa.

iv. Tout Signataire qui a demandé une réduction de sa part d'investissement ou a accepté un accroissement de sa part d'investissement conformément aux dispositions du présent paragraphe est censé avoir accepté la réduction ou l'accroissement de sa part d'investissement déterminé en vertu des dispositions du présent paragraphe, jusqu'à la détermination des parts d'investissement qui suit conformément aux dispositions de l'alinéa ii du paragraphe c du présent article.

v. Le Conseil des Gouverneurs établit des procédures appropriées en ce qui concerne la notification des demandes des Signataires quant à la réduction de leurs parts d'investissement conformément aux dispositions de l'alinéa i du présent paragraphe et la notification des demandes des Signataires qui sont disposés à accepter l'accroissement de leurs parts d'investissement en application des dispositions de l'alinéa ii du présent paragraphe.

e. Aux fins de fixer la composition du Conseil des Gouverneurs et de calculer la pondération des voix des Gouverneurs, les parts d'investissement, déterminées en vertu de l'alinéa ii du paragraphe c du présent article, prennent effet le premier jour de la session ordinaire de la Réunion des Signataires qui suit ladite détermination.

f. Dans la mesure où une part d'investissement est déterminée, conformément aux dispositions des alinéas iii et v du paragraphe c ou du paragraphe h du présent article et pour autant que le retrait d'un Signataire le requière, les parts d'investissement de tous les autres Signataires sont réajustées dans la proportion de leurs parts d'investissement respectives. Dans le cas de retrait d'un Signataire, les parts d'investissement de 0,05 pour cent fixées conformément aux dispositions du paragraphe h du présent article ne sont pas augmentées.

g. Tous les Signataires sont informés sans délai par INTELSAT des résultats de chaque détermination des parts d'investissement et de la date à laquelle ladite détermination prend effet.

h. Nonobstant toute autre disposition du présent article, aucun Signataire n'a une part d'investissement inférieure à 0,05 pour cent du total des parts d'investissement.

ARTICLE 7

(Réajustements financiers entre Signataires)

a. Lors de l'entrée en vigueur de l'Accord d'exploitation et, par la suite, lors de chaque détermination des parts d'investissement, des réajustements financiers sont effectués entre les Signataires, par l'intermédiaire d'INTELSAT, sur la base d'une évaluation effectuée conformément au paragraphe b du présent article. Le montant desdits réajustements financiers est déterminé, pour chaque Signataire, en appliquant à ladite évaluation:

i. lors de l'entrée en vigueur de l'Accord d'exploitation, la différence éventuelle entre la quote-part finale que tout Signataire détenait en application de l'Accord

spécial et sa part d'investissement initiale déterminée en application de l'article 6 de l'Accord d'exploitation;

ii. lors de chaque détermination ultérieure des parts d'investissement, la différence éventuelle entre la nouvelle part d'investissement de tout Signataire et sa part d'investissement antérieure à cette détermination.

b. L'évaluation visée au paragraphe a du présent article est faite de la façon suivante:

i. du coût initial de tous les éléments d'actif, tel qu'il est inscrit dans les comptes d'INTELSAT à la date du réajustement, y compris le capital porté en immobilisation ou les dépenses immobilisées, est soustrait le total:

A. des amortissements cumulés inscrits dans les comptes d'INTELSAT à la date du réajustement et

B. des sommes empruntées et autres sommes dues par INTELSAT à la date du réajustement;

ii. les résultats obtenus en vertu de l'alinéa i du présent paragraphe sont réajustés:

A. en ajoutant ou en retranchant, selon le cas, aux fins des réajustements financiers lors de l'entrée en vigueur de l'Accord d'exploitation, une somme représentant l'insuffisance ou l'excès de paiements effectués par INTELSAT, en rémunération du capital, par rapport au montant cumulé dû en vertu de l'Accord spécial, aux taux de rémunération du capital fixés par le Comité intérimaire des télécommunications par satellites, en vertu de l'article 9 de l'Accord spécial, et en vigueur

au cours des périodes pendant lesquelles les taux pertinents étaient applicables. Afin d'évaluer la somme représentant toute insuffisance ou tout excès de paiement, la rémunération exigible est calculée mensuellement et se rapporte au montant net des éléments visés à l'alinéa i du présent paragraphe;

B. en ajoutant ou en retranchant, selon le cas, aux fins de chaque évaluation ultérieure, une autre somme représentant l'insuffisance ou l'excès de paiements effectués par INTELSAT, en rémunération du capital depuis la date d'entrée en vigueur de l'Accord d'exploitation jusqu'à la date à laquelle l'évaluation prend effet, par rapport au montant cumulé des sommes dues en vertu de l'Accord d'exploitation, auxtaux de rémunération du capital en vigueur au cours des périodes pendant lesquelles les taux pertinents étaient applicables et fixés par le Conseil des Gouverneurs en vertu de l'article 8 de l'Accord d'exploitation. Aux fins d'évaluer la somme représentant toute insuffisance ou tout excès de paiement, la rémunération exigible est calculée mensuellement et se rapporte au montant net des éléments visés à l'alinéa i du présent paragraphe.

c. Les paiements dus par les Signataires ou à ces derniers, conformément aux dispositions du présent article, sont effectués au plus tard à la date fixée par le Conseil des Gouverneurs. Un intérêt calculé à un taux déterminé par ledit Conseil est ajouté après cette date à toute

somme non réglée sous réserve qu'en ce qui concerne les paiements dus conformément à l'alinéa i du paragraphe a du présent article, l'intérêt est ajouté à partir de l'entrée en vigueur de l'Accord d'exploitation. Le taux d'intérêt visé au présent paragraphe est égal au taux d'intérêt fixé par le Conseil des Gouverneurs en application du paragraphe d de l'article 4 de l'Accord d'exploitation.

ARTICLE 8

(Redevances d'utilisation et recettes)

a. Le Conseil des Gouverneurs fixe les unités de mesure d'utilisation du secteur spatial d'INTELSAT applicables aux diverses catégories d'utilisation et, s'inspirant des règles générales qui peuvent être formulées par la Réunion des Signataires en vertu des dispositions de l'article VIII de l'Accord, fixe le taux de redevance d'utilisation du secteur spatial d'INTELSAT. Lesdites redevances ont pour but de couvrir les dépenses d'exploitation, d'entretien et d'administration d'INTELSAT, la constitution du fonds de roulement que le Conseil des Gouverneurs peut juger nécessaire, l'amortissement des investissements effectués par les Signataires dans INTELSAT et la rémunération du capital des Signataires.

b. En vue de l'utilisation d'une capacité disponible pour les besoins de services spécialisés de télécommunications, au titre du paragraphe d de l'article III de l'Accord, le Conseil des Gouverneurs fixe les redevances à payer par les usagers de ces services. A cet effet, il se conforme aux dispositions de l'Accord et du présent Accord d'exploitation, notamment du paragraphe a du présent article, et tient compte des dépenses liées à la fourniture des services spécialisés de télécommunications, ainsi que d'une part appropriée des frais généraux

et administratifs d'INTELSAT. Dans le cas de satellites ou d'installations connexes distincts financés par INTELSAT au titre du paragraphe e de l'article V de l'Accord, le Conseil des Gouverneurs fixe les redevances à payer par les usagers de ces services. A cet effet, il se conforme aux dispositions de l'Accord et du présent Accord d'exploitation, notamment du paragraphe a du présent article, de façon à couvrir en totalité les frais résultant directement de la conception, de la mise au point, de la construction et de la fourniture de ces satellites et installations connexes distincts, ainsi qu'une part appropriée des frais généraux et administratifs d'INTELSAT.

c. Lors de la détermination du taux de rémunération du capital des Signataires, le Conseil des Gouverneurs constitue une provision pour les risques liés aux investissements effectués dans INTELSAT et, tenant compte de cette provision, fixe un taux aussi proche que possible du loyer de l'argent sur les marchés mondiaux.

d. Le Conseil des Gouverneurs prend toute sanction appropriée dans le cas où le paiement des redevances d'utilisation est en retard de trois mois au moins.

e. Les recettes d'INTELSAT sont affectées, dans la mesure où elles le permettent, dans l'ordre de priorité suivant:

i. à la couverture des frais d'exploitation, d'entretien et d'administration;

ii. à la constitution du fonds de roulement que le Conseil des Gouverneurs peut juger nécessaire;

iii. au paiement aux Signataires, au prorata de leurs parts d'investissement respectives, des sommes représentant un remboursement du capital d'un montant égal aux provisions d'amortissement fixées par le Conseil des Gouverneurs telles qu'elles sont inscrites dans les comptes d'INTELSAT.

iv au versement, au benefice d'un Signataire qui s'est retiré d'INTELSAT, des sommes qui peuvent lui être dues en application des dispositions de l'article 21 de l'Accord d'exploitation;

v au versement, au bénéfice des Signataires, au prorata de leurs parts d'investissement respectives, du solde disponible a titre de rémuneration du capital.

f. Dans la mesure ou les recettes d'INTELSAT ne suffiraient pas a couvrir les frais d'exploitation, d'entretien et d'administration d'INTELSAT, le Conseil des Gouverneurs peut décider de combler le déficit en utilisant le fonds de roulement d'INTELSAT, en concluant des accords portant sur des découverts, en recourant a des prêts ou en demandant aux Signataires de faire des contributions en capital au prorata de leurs parts d'investissement respectives, ces mesures peuvent se cumuler.

ARTICLE 9

(Transferts de fonds)

a. Les règlements des comptes entre les Signataires et INTELSAT, au titre des transactions financières effectuées en vertu des articles 4, 7 et 8 de l'Accord d'exploitation, doivent être tels qu'ils maintiennent au plus faible niveau possible aussi bien les transferts de fonds entre les Signataires et INTELSAT que le montant des fonds détenus par INTELSAT en sus du fonds de roulement jugé nécessaire par le Conseil des Gouverneurs.

b. Tous les paiements intervenant entre les Signataires et INTELSAT, en vertu de l'Accord d'exploitation, sont effectués en dollars des Etats-Unis ou en monnaie librement convertible en dollars des Etats-Unis.

ARTICLE 10

(Découverts et emprunts)

a. Pour faire face à des insuffisances de liquidités, en attendant la rentrée de recettes d'INTELSAT ou des contributions en capital des Signataires, conformément aux dispositions de l'Accord d'exploitation, INTELSAT peut avec l'approbation du Conseil des Gouverneurs conclure des accords portant sur des découverts.

b. Dans des circonstances exceptionnelles et afin de financer toute activité entreprise par INTELSAT ou pour faire face à toute responsabilité encourue par INTELSAT, en vertu des dispositions des paragraphes a, b ou c de l'article III de l'Accord ou de celles du présent Accord d'exploitation, INTELSAT peut contracter des emprunts sur décision du Conseil des Gouverneurs. L'encours desdits emprunts est considéré comme

un engagement contractuel en capital aux fins de l'article 5 de l'Accord d'exploitation. Le Conseil des Gouverneurs, conformément à l'alinéa xiv du paragraphe a de l'article X de l'Accord, rend compte en détail à la Réunion des Signataires des raisons qui ont motivé sa décision de contracter un emprunt et des modalités dudit emprunt.

ARTICLE 11

(Coûts exclus)

Ne font pas partie des dépenses d'INTELSAT:

i. les impôts sur le revenu sur les sommes versées par INTELSAT à tout Signataire;

ii. les frais de conception et de mise au point des lanceurs et des installations de lancement, à l'exception des frais occasionnés par l'adaptation des lanceurs et des installations de lancement en rapport avec la conception, la mise au point, la construction et la mise en place du secteur spatial d'INTELSAT;

iii. les dépenses des représentants des Parties et des Signataires pour assister aux sessions de l'Assemblée des Parties, de la Réunion des Signataires, du Conseil des Gouverneurs ou à toute autre réunion au sein d'INTELSAT.

ARTICLE 12

(Vérification des comptes)

Les comptes d'INTELSAT sont vérifiés chaque année par des commissaires aux comptes indépendants nommés par le Conseil des Gouverneurs. Tout Signataire a droit d'accès aux comptes d'INTELSAT.

ARTICLE 13

(Union internationale des télécommunications)

Outre l'observation du Règlement de l'Union internationale des télécommunications, INTELSAT, lors de la conception, de la mise au point, de la construction et de la mise en place du secteur spatial d'INTELSAT, et dans les procédures établies en vue de réglementer l'exploitation du secteur spatial d'INTELSAT et des stations terriennes, tient dûment compte des recommandations et des procédures pertinentes du Comité consultatif international télégraphique et téléphonique, du Comité consultatif international des radiocommunications et du Comité international d'enregistrement des fréquences.

ARTICLE 14

(Approbation des stations terriennes)

a. Toute demande d'approbation d'une station terrienne en vue de l'utilisation du secteur spatial d'INTELSAT doit être soumise à INTELSAT par le Signataire désigné par la Partie sur le territoire de laquelle la station terrienne est ou doit être située ou, si les stations terriennes sont situées sur un territoire qui n'est pas sous la juridiction d'une Partie, par un organisme de télécommunications dûment autorisé.

b. Le fait que la Réunion des Signataires n'ait pas établi des règles générales, conformément à l'alinéa v du paragraphe b de l'article VIII de l'Accord, ou le Conseil des Gouverneurs, des critères et des procédures, conformément à l'alinéa vi du paragraphe a de l'article X de l'Accord, pour l'approbation des stations terriennes, n'empêche pas le Conseil des Gouverneurs d'examiner toute demande d'approbation d'une station terrienne devant avoir accès au secteur spatial d'INTELSAT ou d'y donner suite.

c. Il incombe à chaque Signataire ou organisme de télécommunications, visé au paragraphe a du présent article, d'assumer vis-à-vis d'INTELSAT, en ce qui concerne les stations terriennes pour lesquelles il a présenté une demande, la responsabilité de faire respecter les règles et normes prévues dans le document d'approbation que lui a adressé INTELSAT à moins que, dans le cas où un Signataire a présenté la demande, la Partie qui l'a désigné n'accepte d'assumer ladite responsabilité pour certaines ou toutes stations terriennes qui ne sont pas la propriété dudit Signataire ou ne sont pas exploitées par celui-ci.

ARTICLE 15

(Attribution de parts d'utilisation du secteur spatial)

a. Toute demande d'attribution de capacité du secteur spatial d'INTELSAT est soumise à INTELSAT par un Signataire ou, dans le cas d'un territoire qui n'est pas sous la juridiction d'une Partie, par un organisme de télécommunications dûment autorisé.

b. Conformément aux conditions établies par le Conseil des Gouverneurs en application des dispositions de l'article X de l'Accord, l'attribution de capacité du secteur spatial d'INTELSAT est faite au Signataire ou, dans le cas d'un territoire qui n'est pas sous la juridiction d'une Partie, à l'organisme de télécommunications dûment autorisé qui a soumis la demande.

c. Il incombe à chaque Signataire ou organisme de télécommunications auquel une attribution a été faite en application du paragraphe b du présent article, la responsabilité de respecter les conditions établies par INTELSAT au sujet de ladite attribution, à moins que, dans le cas où la demande a été présentée par un Signataire, la Partie qui l'a désigné n'accepte d'assumer ladite responsabilité pour des attributions

faites au bénéfice de certaines ou de toutes stations terriennes qui ne sont pas la propriété dudit Signataire ou ne sont pas exploitées par celui-ci.

ARTICLE 16

(Passation des marchés)

a. Tous les contrats d'achat de fournitures et de prestations de services requis par INTELSAT doivent être attribués conformément aux dispositions de l'article XIII de l'Accord, de l'article 17 de l'Accord d'exploitation et aux procédures, réglementations et modalités fixées par le Conseil des Gouverneurs en application des dispositions de l'Accord et du présent Accord d'exploitation. Les services visés au présent article sont ceux qui sont assurés par des personnes morales.

b. L'approbation du Conseil des Gouverneurs est requise avant:

i. le lancement des demandes de propositions ou des appels d'offres concernant des contrats dont la valeur prévue est supérieure à 500.000 dollars des Etats-Unis;

ii. la passation de tout contrat dont la valeur est supérieure à 500.000 dollars des Etats-Unis.

c. Dans l'une quelconque des circonstances suivantes, le Conseil des Gouverneurs peut décider que l'acquisition de biens et l'obtention de services s'effectuent autrement que sur la base de réponses à des appels d'offres publics internationaux:

i. lorsque la valeur estimative du contrat ne dépasse pas 50.000 dollars des Etats-Unis ou tout montant supérieur que la Réunion des Signataires peut fixer sur la base des propositions du Conseil des Gouverneurs;

ii. lorsque la passation d'un marché est requise d'urgence pour faire face à une situation exceptionnelle mettant en cause la viabilité de l'exploitation du secteur spatial d'INTELSAT;

iii. lorsque les besoins sont d'une nature essentiellement administrative et qu'il est plus indiqué d'y satisfaire sur place;

iv. lorsqu'il existe une seule source d'approvisionnement répondant aux spécifications nécessaires pour faire face aux besoins d'INTELSAT, ou lorsque le nombre des sources d'approvisionnement est limité de telle sorte qu'il ne serait ni possible ni de l'intérêt d'INTELSAT d'engager les dépenses et de consacrer le temps nécessaires au lancement d'un appel d'offre public international, sous réserve qu'au cas où il existe plus d'une source d'approvisionnement, elles aient toutes la possibilité de présenter des soumissions sur un pied d'égalité.

d. Les procédures, réglementations et modalités visées au paragraphe a du présent article doivent prévoir la fourniture en temps opportun de renseignements complets au Conseil des Gouverneurs. Sur demande de tout Gouverneur, le Conseil des Gouverneurs doit être en mesure d'obtenir, en ce qui concerne tous les contrats, tous renseignements nécessaires pour permettre audit Gouverneur de s'acquitter de ses responsabilités en cette qualité.

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ARTICLE 17

(Inventions et renseignements techniques)

a. Dans le cadre de tous travaux effectués par elle ou en son nom, INTELSAT acquiert en ce qui concerne les inventions et renseignements techniques les droits, et rien de plus que les droits, nécessaires dans l'intérêt commun d'INTELSAT et des Signataires en tant que tels. Dans le cas de travaux effectués sous contrat, ces droits sont obtenus à titre non exclusif.

b. Aux fins du paragraphe a du présent article, INTELSAT, tenant compte de ses principes et de ses objectifs, des droits et obligations des Parties et des Signataires en vertu de l'Accord et du présent Accord d'exploitation ainsi que des pratiques industrielles généralement admises, s'assure pour elle-même, dans le cadre de tous travaux effectués par elle ou en son nom et comportant une part importante d'étude, de recherche ou de mise au point:

i. le droit d'avoir communication sans redevance de toutes les inventions et de tous les renseignements techniques résultant des travaux effectués par elle ou en son nom;

ii. le droit de communiquer, de faire communiquer à des Signataires et à toutes autres personnes relevant de la juridiction de toute Partie, d'utiliser, d'autoriser et de faire autoriser des Signataires et de telles autres personnes à utiliser ces inventions et renseignements techniques:

A. sans redevance relativement au secteur spatial d'INTELSAT et à toute station terrienne fonctionnant en liaison avec celui-ci;

B. à toute autre fin, selon des modalités et à des conditions équitables et raisonnables, qui sont définies entre les Signataires ou toutes autres personnes relevant de la juridiction de toute Partie et le propriétaire ou l'auteur desdites inventions et desdits renseignements techniques ou tout autre organisme ou personne dûment autorisé ayant une part de la propriété desdites inventions et desdits renseignements techniques.

c. Dans le cas de travaux effectués sous contrat, l'application des dispositions du paragraphe b du présent article est fondée sur la conservation par les contractants de la propriété des droits aux inventions et renseignements techniques résultant de leurs travaux.

d. INTELSAT s'assure également pour elle-même le droit, selon des modalités et à des conditions équitables et raisonnables, de communiquer, de faire communiquer à des Signataires et autres personnes relevant de la juridiction de toute Partie, d'utiliser, d'autoriser et de faire autoriser des Signataires et de telles autres personnes à utiliser les inventions et les renseignements techniques directement utilisés dans l'exécution de travaux effectués en son nom mais non compris parmi ceux envisagés au paragraphe b du présent article, dans la mesure où la personne qui a exécuté ces travaux est habilitée à accorder ces droits

et où cette communication et cette utilisation sont nécessaires aux fins de l'exercice effectif des droits obtenus aux termes dudit paragraphe b.

e. Le Conseil des Gouverneurs peut, dans des cas particuliers, lorsque des circonstances exceptionnelles le justifient, accorder une dérogation aux principes stipulés à l'alinéa ii du paragraphe b et au paragraphe d du présent article lorsque, au cours des négociations, il est démontré au Conseil des Gouverneurs que l'absence d'une telle dérogation nuirait à l'intérêt d'INTELSAT, et que dans le cas stipulé à l'alinéa ii du paragraphe b, le respect desdits principes serait incompatible avec les obligations contractuelles antérieures contractées de bonne foi par un éventuel contractant vis-à-vis d'un tiers.

f. Le Conseil des Gouverneurs peut également, dans des cas particuliers, lorsque des circonstances exceptionnelles le justifient, accorder une dérogation au principe stipulé au paragraphe c du présent article lorsque toutes les conditions suivantes sont remplies:

i. quand il est démontré au Conseil des Gouverneurs que l'absence d'une telle dérogation nuirait à l'intérêt d'INTELSAT;

ii. quand le Conseil des Gouverneurs décide qu'INTELSAT doit être en mesure de s'assurer que les brevets sont protégés dans tout pays;

iii. lorsque et dans la mesure où le contractant n'est ni à même ni désireux d'assurer une telle protection dans un délai approprié.

g. En décidant si, et sous quelle forme, il doit accorder une dérogation conformément aux dispositions des paragraphes e et f du présent article, le Conseil des Gouverneurs tient compte de l'intérêt d'INTELSAT et de tous les Signataires et des avantages financiers à escompter pour INTELSAT de cette dérogation.

h. En ce qui concerne les inventions et renseignements techniques dont les droits ont été acquis en vertu de l'Accord provisoire et de l'Accord spécial, ou sont acquis aux termes de l'Accord et du présent Accord d'exploitation, autrement qu'en vertu du paragraphe b du présent article, INTELSAT, dans la mesure où elle est en droit de le faire, peut sur demande:

i. communiquer ou faire communiquer lesdites inventions et lesdits renseignements techniques à tout Signataire, sous réserve du remboursement de tout paiement effectué par elle ou exigé d'elle dans l'exercice dudit droit de communication;

ii. mettre à la disposition de tout Signataire le droit de communiquer, de faire communiquer à des Signataires et toutes autres personnes relevant de la juridiction de toute Partie, d'utiliser, d'autoriser ou de faire autoriser des Signataires et de telles autres personnes à utiliser lesdites inventions et lesdits renseignements techniques:

A. sans redevance relativement au secteur spatial d'INTELSAT ou à toute station terrienne en liaison avec celui-ci,

B. à toute autre fin, selon des modalités et à des conditions équitables et raisonnables définies entre les Signataires ou d'autres personnes relevant de la juridiction de toute Partie et INTELSAT ou le propriétaire ou l'auteur desdites inventions et desdits renseignements techniques ou tout autre organisme dûment autorisé ayant une part de la propriété desdites inventions et desdits renseignements techniques et sous réserve du remboursement de tout paiement effectué par elle ou exigé d'elle dans l'exercice desdits droits.

i. Dans la mesure ou INTELSAT acquiert le droit en vertu des dispositions de l'alinéa i du paragraphe b du présent article d'avoir communication des inventions et des renseignements techniques, elle tient chaque Signataire qui le demande au courant de la disponibilité et de la nature générale de ces inventions et renseignements techniques. Dans la mesure ou INTELSAT acquiert des droits en vertu des dispositions du présent article pour mettre des inventions et des renseignements techniques à la disposition de Signataires et de toutes autres personnes relevant de la juridiction de Parties, elle met lesdits droits à la disposition, sur demande, de tout Signataire ou de toute personne qu'il a désignée.

j. La communication, l'utilisation et les modalités et conditions de communication et d'utilisation, de toutes les inventions et de tous les renseignements techniques dans lesquels INTELSAT a acquis tous droits, s'effectuent sans discrimination à l'égard de tous les Signataires ou des personnes qu'ils ont désignées.

ARTICLE 18

(Responsabilité)

a. INTELSAT, tout Signataire, en tant que tel et, lorsqu'il agit dans l'exercice de ses fonctions et dans les limites de ses attributions, tout haut fonctionnaire ou employé de l'un d'eux, tout représentant auprès des différents organes d'INTELSAT, n'encourent aucune responsabilité à l'égard de tout Signataire ou d'INTELSAT et aucune action en dommages-intérêts ne peut être intentée contre eux par suite de tout arrêt, retard ou mauvais fonctionnement des services de télécommunications fournis ou qui doivent être fournis conformément à l'Accord ou au présent Accord d'exploitation.

b. Si INTELSAT ou tout Signataire, en tant que tel, est tenu en vertu d'un jugement définitif rendu par un tribunal compétent ou d'un compromis adopté ou approuvé par le Conseil des Gouverneurs, de verser une indemnité, frais et dépens inclus, résultant d'une activité poursuivie ou autorisée par INTELSAT, conformément à l'Accord ou au présent Accord d'exploitation, et dans la mesure ou l'indemnité ne peut être versée par un tiers ou en exécution d'un contrat d'assurance ou d'autres dispositions financières, les Signataires, nonobstant toute limite visée à l'article 5 de l'Accord d'exploitation, doivent verser à INTELSAT la partie non réglee de ladite indemnité au prorata de leur part d'investissement respective à la date à laquelle le paiement par INTELSAT de ladite indemnité est devenue exigible.

c. Si une demande d'indemnité est présentée à un Signataire, celui-ci doit, aux fins de remboursement par INTELSAT en vertu du paragraphe b du présent article, informer sans délai INTELSAT et la mettre en mesure de donner des avis, d'emettre des recommandations sur les moyens de défense ou de régler le différend et, dans les limites prescrites par le régime légal en vigueur pour le tribunal auprès duquel l'action est intentée, d'intervenir ou de se substituer audit Signataire.

ARTICLE 19

(Rachat)

a. Conformément aux dispositions des articles IX et XV de l'Accord provisoire, le Conseil des Gouverneurs établit, le plus tôt possible et au plus tard trois mois apres la date d'entrée en vigueur de l'Accord d'exploitation, conformément aux dispositions du paragraphe d du présent article, la situation financière au sein d'INTELSAT de chaque signataire de l'Accord spécial à l'égard duquel, en tant qu'Etat, ou à l'égard de l'Etat duquel, l'Accord, lors de son entrée en vigueur, n'est pas entré en vigueur ou n'est pas appliqué à titre provisoire. Le Conseil des Gouverneurs informe par ecrit chacun desdits signataires de sa situation financière et du taux d'intérêt y afférent. Ce taux d'intérêt doit être proche du loyer de l'argent sur les marchés mondiaux.

b. Un signataire peut accepter l'évaluation de sa situation financiere et du taux d'intérêt dont il a été informé, conformément au paragraphe a du présent article, a moins que le Conseil des Gouverneurs et ledit signataire n'en décident autrement. INTELSAT verse audit signataire, en dollars des Etats-Unis ou en toute autre monnaie librement

convertible en dollars des Etats-Unis et, dans les quatre-vingt-dix jours qui suivent ladite acceptation ou dans les délais plus etendus dont il peut être convenu, le montant ainsi accepté accompagne des intérêts sur ledit montant dus de la date d'entrée en vigueur de l'Accord d'exploitation jusqu'à la date du paiement.

c. Si un différend apparaît entre INTELSAT et un signataire sur le montant ou le taux d'intérêt et si le différend ne peut être réglé à l'amiable dans un délai d'un an à compter de la date à laquelle ledit signataire a été informé de sa situation financière, conformément aux dispositions du paragraphe a du présent article, la somme proposée portant intérêt au taux fixé constitue l'offre permanente d'INTELSAT pour régler le différend et les fonds correspondants sont mis en réserve à la disposition dudit signataire. A condition de convenir d'un tribunal mutuellement acceptable, INTELSAT soumet le différend a l'arbitrage si le signataire en exprime la demande. Apres notification du jugement du tribunal, INTELSAT verse au signataire la somme allouée par le tribunal en dollars des Etats-Unis ou en toute autre monnaie librement convertible en dollars des Etats-Unis.

d. La situation financière visée au paragraphe a du présent article, est établie de la façon suivante:

i. la somme obtenue en application des dispositions du paragraphe b de l'article 7 de l'Accord d'exploitation à la date d'entrée en vigueur dudit Accord est multipliée par la quote-part finale dudit signataire aux termes de l'Accord spécial,

ii. de ce résultat est soustraite toute somme due par ledit signataire a la date d'entree en vigueur de l'Accord d'exploitation.

c. Aucune disposition du present article n'a pour effet.

i. ni de libérer un signataire visé au paragraphe a du présent article, de sa part de toute obligation contractée collectivement par les signataires de l'Accord spécial ou pour leur compte a la suite d'actes ou d'omissions prealables a la date d'entree en vigueur de l'Accord d'exploitation et decoulant de l'exécution de l'Accord provisoire et de l'Accord spécial,

ii. ni de priver un tel signataire de tout droit qu'il a acquis en tant que signataire, que nonobstant son retrait il conserve après l'expiration de l'Accord spécial et pour lequel il n'a pas reçu de compensation en vertu des dispositions du present article.

ARTICLE 20

(Reglement des différends)

a. Tout différend d'ordre juridique relatif aux droits et obligations de Signataires entre eux ou entre un ou plusieurs Signataires et INTELSAT, decoulant de l'Accord ou du présent Accord d'exploitation, est soumis a l'arbitrage conformement aux dispositions de l'Annexe C de l'Accord, s'il n'a pas eté résolu autrement dans un délai raisonnable.

b. Tout différend du même ordre, se produisant entre un Signataire et un Etat ou un organisme de télecommunications qui a cessé d'être Signataire ou entre INTELSAT et un Etat ou un organisme de télecommunications qui a cesse d'être Signataire et qui se produit apres que ledit Etat ou ledit organisme de télécommunications a cessé d'être Signataire, est soumis à l'arbitrage s'il n'a pas été résolu autrement dans un délai raisonnable; sous reserve que les parties au différend en conviennent, cet arbitrage s'effectue dans les formes prevues à l'Annexe C de l'Accord. Si un Etat ou un organisme de telecommunications cesse d'être Signataire après l'introduction d'une procédure d'arbitrage dans laquelle il est implique, l'arbitrage est poursuivi jusqu'à sa conclusion conformément aux dispositions de l'Annexe C de l'Accord ou, le cas echéant, aux autres dispositions en vertu desquelles l'arbitrage a lieu.

c. Tout différend d'ordre juridique decoulant d'accords et de contrats qu'INTELSAT aurait conclus avec un Signataire est soumis aux dispositions sur le reglement des différends contenues dans lesdits accords et contrats. En l'absence de telles dispositions, un tel différend, s'il n'a pas ete resolu autrement dans un delai raisonnable, est soumis a l'arbitrage conformement aux dispositions de l'Annexe C de l'Accord.

d. Si, à la date d'entrée en vigueur de l'Accord d'exploitation, un arbitrage est en cours, en application de l'Accord additionnel sur l'arbitrage du 4 juin 1965, les dispositions de ce dernier Accord restent en vigueur en ce qui concerne ledit arbitrage jusqu'à sa conclusion. Si le Comite interimaire des telecommunications par satellites est partie audit arbitrage, INTELSAT se substitue a lui en tant que partie au différend.

ARTICLE 21

(Retrait)

a. Dans les trois mois qui suivent la date d'effet du retrait d'INTELSAT d'un Signataire en vertu de l'article XVI de l'Accord, le Conseil des Gouverneurs informe ledit Signataire de l'evaluation qu'il a faite de sa situation financiere dans INTELSAT a la date a laquelle le retrait prend effet et des modalites proposees pour le reglement ainsi qu'il est prevu au paragraphe c du present article.

b. La notification prevue au paragraphe a du present article comprend un releve

i. de la somme a verser par INTELSAT au Signataire, obtenue en multipliant la valeur, calculee conformement au paragraphe b de l'article 7 de l'Accord d'exploitation, a la date a laquelle le retrait prend effet, par la part d'investissement du Signataire a ladite date,

ii. des sommes a verser par le Signataire a INTELSAT, en vertu des dispositions des paragraphes g, j ou k de l'article XVI de l'Accord, representant sa part de contribution en capital au titre d'engagements contractuels expressément autorises, soit avant la date de reception, par l'autorite competente, de la notification de sa decision de retrait, soit avant la date a laquelle son retrait prend effet, accompagne d'un projet d'echeancier des paiements pour faire face auxdits engagements contractuels;

iii. de toute somme due a INTELSAT par ledit Signataire à la date a laquelle le retrait prend effet.

c. Les sommes visees aux alinéas i et ii du paragraphe b du present article doivent etre remboursees par INTELSAT au Signataire dans des delais du meme ordre que ceux durant lesquels les autres Signataires sont remboursés de leurs contributions en capital ou dans des délais plus courts que le Conseil des Gouverneurs peut estimer convenables. Le Conseil des Gouverneurs fixe le taux d'interet a verser au Signataire ou par celui-ci en ce qui concerne toute somme qui peut rester due a tout moment.

d. En evaluant les sommes visees a l'alinea ii du paragraphe b du present article, le Conseil des Gouverneurs peut décider de dégager totalement ou partiellement le Signataire de son obligation de verser sa part des contributions en capital nécessaires pour faire face a la fois aux engagements contractuels expressement autorises et aux responsabilites decoulant d'actes ou d'omissions prealables, soit a la reception de la notification de la decision de retrait, soit a la date a laquelle le retrait prend effet, conformement a l'article XVI de l'Accord.

e. A moins que le Conseil des Gouverneurs n'en decide autrement, en vertu du paragraphe d du present article, aucune disposition du present article n'a pour effet:

i. ni de libérer un Signataire, vise au paragraphe a du présent article, de sa part de toute obligation non contractuelle d'INTELSAT prealable, soit a la notification de la décision de retrait, soit a la date a laquelle le retrait prend effet et qui résulte d'actes ou d'omissions decoulant de l'exécution de l'Accord et du présent Accord d'exploitation;

ii. ni de le priver de tout droit qu'il a acquis en tant que Signataire , que nonobstant son retrait il conserve apres la date à laquelle ce retrait prend effet et pour lequel il n'a pas reçu de compensation en vertu des dispositions du présent article.

ARTICLE 22

(Amendements)

a. Tout Signataire, l'Assemblée des Parties ou le Conseil des Gouverneurs peut proposer des amendements à l'Accord d'exploitation. Les propositions d'amendements sont transmises à l'organe exécutif qui les distribue dans les meilleurs délais à toutes les Parties et a tous les Signataires.

b. La Reunion des Signataires examine toute proposition d'amendement lors de la session ordinaire qui suit la distribution de la proposition par l'organe exécutif ou lors d'une session extraordinaire convoquée antérieurement conformément aux dispositions de l'article VIII de l'Accord, sous réserve que la proposition d'amendement soit distribuée par l'organe exécutif quatre-vingt-dix jours au moins avant la date d'ouverture de la session. La Réunion des Signataires examine toutes vues et recommandations concernant une proposition d'amendement qui lui sont transmises par l'Assemblée des Parties ou le Conseil des Gouverneurs.

c. La Reunion des Signataires prend une décision sur toute proposition d'amendement selon les règles de quorum et de vote prévues à l'article VIII de l'Accord. Elle peut modifier toute proposition

d'amendement distribuée conformément au paragraphe b du présent article et prendre une décision sur toute proposition d'amendement qui n'a pas été distribuée en conformité avec ledit paragraphe **mais resultant directement d'une proposition d'amendement ainsi distribuée.**

d. Un amendement approuvé par la Reunion des Signataires entre en vigueur conformément aux dispositions du paragraphe e du présent article après réception par le Depositaire de la notification d'approbation de l'amendement:

i. soit par les deux tiers des Signataires qui étaient Signataires à la date à laquelle l'amendement a été approuvé par la Reunion des Signataires, à condition que lesdits deux tiers comprennent des Signataires qui détenaient alors au moins les deux tiers du total des parts d'investissement;

ii. soit par un nombre de Signataires égal ou supérieur à quatre-vingt-cinq pour cent du total des Signataires qui étaient Signataires à la date à laquelle l'amendement a été approuvé par la Reunion des Signataires, quel que soit le montant des parts d'investissement qui etaient alors détenues par lesdits Signataires.

La notification d'approbation d'un amendement par un Signataire est transmise au Depositaire par la Partie intéressée. Ladite transmission vaut acceptation de l'amendement par la Partie.

e. Le Depositaire notifie a tous les Signataires, dès leur réception, les approbations requises en vertu du paragraphe d du présent article pour l'entrée en vigueur d'un amendement. Quatre-vingt-dix jours apres la date de notification, ledit amendement entre en vigueur à l'égard de tous les Signataires y compris ceux qui ne l'ont pas accepté, approuvé ou ratifié, et qui ne se sont pas retirés d'INTELSAT

f. Nonobstant les dispositions des paragraphes d et e du présent article, aucun amendement n'entre en vigueur plus de dix-huit mois après la date de son approbation par la Réunion des Signataires.

ARTICLE 23

(Entrée en vigueur)

a. L'Accord d'exploitation entre en vigueur à l'égard d'un Signataire à la date à laquelle l'Accord, conformément aux paragraphes a et d, ou b et d de l'article XX de l'Accord, entre en vigueur à l'égard de la Partie intéressée.

b. L'Accord d'exploitation est appliqué à titre provisoire à l'égard d'un Signataire à la date à laquelle l'Accord, conformément aux paragraphes c et d de l'article XX de l'Accord, est appliqué à titre provisoire à l'égard de la Partie qui est Signataire ou qui a désigné ledit Signataire.

c. L'Accord d'exploitation reste en vigueur aussi longtemps que l'Accord.

ARTICLE 24

(Depositaire)

a. Le Gouvernement des Etats-Unis d'Amérique est le Dépositaire du présent Accord d'exploitation dont les textes anglais, espagnol, français font également foi. Le présent Accord d'exploitation est déposé dans les archives du Depositaire, auprès duquel sont également déposées les notifications d'approbation des amendements, de substitution d'un Signataire conformément aux dispositions du paragraphe f de l'article XVI de l'Accord et de retrait d'INTELSAT.

b. Le Dépositaire transmet des copies certifiées conformes des textes du présent Accord d'exploitation à tous les Gouvernements et à tous les organismes de télécommunications désignés qui l'ont signé, ainsi qu'à l'Union internationale des télécommunications, et notifie à tous ces Gouvernements, aux organismes de télécommunications désignés ainsi qu'à l'Union internationale des télécommunications les signatures du présent Accord d'exploitation, le début de la période de soixante jours visée au paragraphe a de l'article XX de l'Accord, l'entrée en vigueur du présent Accord d'exploitation, les notifications d'approbation des amendements et l'entrée en vigueur des amendements au présent Accord d'exploitation. La notification du début de la période de soixante jours est faite le premier jour de cette période.

c. Lors de l'entrée en vigueur du présent Accord d'exploitation, le Depositaire fait enregistrer celui-ci auprès du Secrétariat des Nations Unies conformément à l'Article 102 de la Charte des Nations Unies.

EN FOI DE QUOI, les soussignés dûment autorisés à cette fin ont signé le présent Accord d'exploitation.

FAIT à Washington le 20ème jour du mois d'août mil neuf cent soixante et onze.

TIAS 7532

97-787 (Pt. 4) O 73 47

ANNEXE

DISPOSITIONS TRANSITOIRES

1. Obligations des Signataires

Chaque Signataire de l'Accord d'exploitation qui était, ou dont la Partie qui l'a désigné était partie à l'Accord provisoire, voit porter à son débit ou à son crédit le montant net de toutes sommes dont, en application de l'Accord spécial, ladite partie était, en sa qualité de Signataire de l'Accord spécial, débetrice ou créditrice, à la date d'entrée en vigueur de l'Accord, ou dont le Signataire de l'Accord spécial désigné par elle était débiteur ou créditeur

2. Constitution du Conseil des Gouverneurs

a. A compter du début de la période de soixante jours mentionnée au paragraphe a de l'article XX de l'Accord, et par la suite a intervalles d'une semaine, la "Communications Satellite Corporation" doit notifier à tous les signataires de l'Accord spécial et aux Etats ou organismes de télécommunications désignés par les Etats et a l'égard desquels l'Accord d'exploitation entre en vigueur ou s'applique à titre provisoire, à la date d'entrée en vigueur de l'Accord, la part initiale estimée d'investissement de chacun des Etats ou organismes de télécommunications concernés en vertu des dispositions de l'Accord d'exploitation.

b. Au cours de ladite période de soixante jours, la "Communications Satellite Corporation" effectue les préparatifs administratifs nécessaires à la convocation de la première réunion du Conseil des Gouverneurs.

c. Dans les trois jours qui suivent la date d'entrée en vigueur de l'Accord, la "CommunicationsSatellite Corporation", agissant conformément aux dispositions du paragraphe 2 de l'Annexe D de l'Accord:

i. informe tous les Signataires, à l'égard desquels l'Accord d'exploitation est entré en vigueur ou est appliqué à titre provisoire, du montant de leur part initiale d'investissement fixée conformément aux dispositions de l'article 6 de l'Accord d'exploitation;

ii. informe tous les Signataires des dispositions prises en vue de la première réunion du Conseil des Gouverneurs qui sera convoquée au plus tard trente jours après l'entrée en vigueur de l'Accord.

3. Règlement des différends

Tout différend d'ordre juridique qui se produit entre INTELSAT et la "Communications Satellite Corporation" au sujet des prestations de services fournis par la "Communications Satellite Corporation" à INTELSAT, et qui survient entre la date d'entrée en vigueur de l'Accord d'exploitation et la date à laquelle prend effet le contrat préparé en vertu des dispositions de l'alinéa ii du paragraphe a de l'article XII de l'Accord, est soumis à l'arbitrage conformément aux dispositions de l'Annexe C de l'Accord s'il n'a pas été resolu autrement dans un délai raisonnable.

* * *

ACUERDO OPERATIVO RELATIVO A LA ORGANIZACION INTERNACIONAL DE TELECOMUNICACIONES POR SATELITE "INTELSAT"

PREAMBULO

Los Signatarios del presente Acuerdo Operativo:

Considerando que los Estados Partes en el Acuerdo relativo a la organización internacional de telecomunicaciones por satélite "INTELSAT" se han comprometido en el mismo a suscribir el presente Acuerdo Operativo o a designar una entidad de telecomunicaciones a ese efecto,

Convienen en lo siguiente:

ARTICULO 1

(Definiciones)

(a) Para los fines del presente Acuerdo Operativo:

(i) el término "Acuerdo" designa el Acuerdo relativo a la organización internacional de telecomunicaciones por satélite "INTELSAT",

(ii) el término "Amortización" incluye la depreciación; y

(iii) el término "Bienes" comprende todo elemento, inclusive derechos contractuales, cualquiera que sea su naturaleza, sobre el cual se puedan ejercer derechos de propiedad.

(b) Las definiciones del artículo I del Acuerdo se aplicaran al presente Acuero Operativo.

ARTICULO 2

(Derechos y obligaciones de los Signatarios)

Cada Signatario adquiere los derechos previstos para los Signatarios en el Acuerdo y en el presente Acuerdo Operativo y se compromete a cumplir las obligaciones que le imponen dichos Acuerdos.

ARTICULO 3

(Transferencia de derechos y obligaciones)

(a) A partir de la fecha en que el Acuerdo y el presente Acuerdo Operativo entren en vigor y con sujeción a lo establecido en el Artículo 19 del presente Acuerdo Operativo:

(i) todos los derechos de propiedad, los derechos contractuales y todos los demas derechos, inclusive los referentes al segmento espacial, pertenecientes en dicha fecha a los signatarios del Acuerdo especial en participaciones indivisas en virtud del Acuerdo Provisional y del Acuerdo Especial, serán propiedad de INTELSAT;

(ii) todas las obligaciones y responsabilidades adquiridas colectivamente por los signatarios del Acuerdo Especial o en su nombre, en cumplimiento de las disposiciones del Acuerdo Provisional y del Acuerdo Especial, que esten vigentes en la citada fecha, o que emanen de acciones u omisiones anteriores a la misma, pasaran a ser obligaciones y responsabilidades de INTELSAT. No obstante, el presente inciso no se aplicará a cualquier obligación o responsabilidad que emane de actos o decisiones tomadas después de la fecha de apertura a firma del Acuerdo que, después de la fecha de la entrada en vigor del Acuerdo, no hubieran podido tomarse por la Junta de Gobernadores sin previa autorización de la Asamblea de Partes de conformidad con el párrafo (f) del artículo III del Acuerdo.

(b) INTELSAT sera propietaria del segmento espacial de INTELSAT y de todos los demas bienes adquiridos por INTELSAT.

(c) El interés financiero en INTELSAT de cada Signatario será igual al monto a que se llegue mediante la aplicación de su participación de inversión a la evaluación efectuada segun se determina en el artículo 7 del presente Acuerdo Operativo.

ARTICULO 4

(Contribuciones financieras)

(a) Cada Signatario contribuirá a las necesidades de capital de INTELSAT, según se determine por la Junta de Gobernadores de conformidad con los términos del Acuerdo y del presente Acuerdo Operativo, en proporción a su participación de inversión segun se dispone en el artículo 6 del presente Acuerdo Operativo, y recibirá el reembolso del capital y la compensación por el uso del capital de conformidad con las disposiciones del artículo 8 del presente Acuerdo Operativo.

(b) Las necesidades de capital incluirán todos los costos directos e indirectos de concepción, desarrollo, construcción y establecimiento del segmento espacial de INTELSAT, y de los demas bienes de INTELSAT, así como las contribuciones que los Signatarios deban abonar conforme al parrafo (f) del artículo 8 y al parrafo (b) del artículo 18 del presente Acuerdo Operativo. La Junta de Gobernadores determinará las necesidades financieras de INTELSAT que deberán sufragarse con aportaciones de capital por los Signatarios.

(c) Cada Signatario, como usuario del segmento espacial de INTELSAT, así como todos los demas usuarios, abonaran los cargos de utilización

correspondientes establecidos de conformidad con las disposiciones del artículo 8 del presente Acuerdo Operativo.

(d) La Junta de Gobernadores determinará el programa de pagos requeridos de conformidad con el presente Acuerdo Operativo. Se cargará un interés calculado de acuerdo con la tasa determinada por la Junta de Gobernadores a todo monto que no haya sido abonado en la fecha señalada para su vencimiento.

ARTICULO 5

(Tope de capital)

(a) La suma de las aportaciones netas de capital de los Signatarios y de los compromisos contractuales de capital pendientes de pago de INTELSAT, estará sujeta a un tope. Dicha suma consistirá en las aportaciones acumuladas de capital realizadas por los signatarios del Acuerdo Especial, de conformidad con los Artículos 3 y 4 del mismo y por los Signatarios del presente Acuerdo Operativo, de conformidad con el Artículo 4 del mismo menos el capital acumulado que les haya sido reembolsado de conformidad con el Acuerdo Especial y el presente Acuerdo Operativo, mas la cantidad pendiente de pago por concepto de compromisos contractuales de capital de INTELSAT.

(b) El tope mencionado en el párrafo (a) del presente artículo será de 500 millones de dólares de los Estados Unidos de América o la cantidad autorizada de conformidad con los parrafos (c) o (d) del presente artículo.

(c) La Junta de Gobernadores podrá recomendar a la Reunión de Signatarios que el tope vigente conforme al párrafo (b) del presente artículo sea elevado. Tal recomendación será considerada por la Reunión de Signatarios y el nuevo tope entrará en vigor a partir del momento de la aprobación por la Reunión de Signatarios.

(d) Sin embargo, la Junta de Gobernadores podrá elevar el tope hasta un diez por ciento por encima del límite de 500 millones de dólares de los Estados Unidos de América o de los límites superiores que apruebe la Reunión de Signatarios de conformidad con el párrafo (c) del presente artículo.

ARTICULO 6

(Participaciones de inversión)

(a) Salvo que en el presente artículo se disponga de otro modo, cada Signatario tendrá una participación de inversión equivalente a su porcentaje de la utilización total del segmento espacial de INTELSAT por todos los Signatarios.

(b) Para los fines del párrafo (a) del presente artículo, la utilización del segmento espacial de INTELSAT por un Signatario se determinará dividiendo los cargos de utilización del segmento espacial pagaderos a INTELSAT por dicho Signatario, entre el número de días por los cuales deben pagarse dichos cargos durante el plazo de seis meses anterior a la fecha en la cual entra en vigor una determinación de participaciones de inversión de conformidad con los incisos (i), (ii) o (v) del párrafo (c) del presente artículo. Sin embargo, si el número de días por los cuales los cargos

debieran pagarse por un Signatario por su utilización durante dicho plazo de seis meses, fuese menor de noventa, tales cargos no se tomarán en cuenta para determinar las participaciones de inversión.

(c) Las participaciones de inversión se determinarán para que entren en vigor:

(i) en la fecha de entrada en vigor del presente Acuerdo Operativo;

(ii) el primero de marzo de cada año, salvo que el presente Acuerdo Operativo entre en vigor dentro de los seis meses anteriores al primero de marzo, en cuyo caso, y para esa ocasión, no se efectuará determinación alguna en virtud del presente inciso;

(iii) en la fecha de entrada en vigor del presente Acuerdo Operativo para un nuevo Signatario;

(iv) en la fecha efectiva en que se retire un Signatario de INTELSAT; y

(v) en la fecha en que lo solicite un Signatario que deba pagar por primera vez cargos de utilización del segmento espacial de INTELSAT en concepto de utilización a través de su propia estación terrena, siempre que tal solicitud se haga no antes de los noventa días a partir de la fecha en que tales cargos son pagaderos.

(d) (i) Cualquier Signatario puede solicitar que, si una determinación de participaciones de inversión efectuada de conformidad con el párrafo (c) del presente artículo diere como

resultado que su participación de inversión exceda su cuota o participación de inversión, según el caso, que tenía inmediatamente antes de dicha determinación, se le asigna una participación de inversión menor, siempre que tal participación de inversión no sea menor que la cuota final que tenía bajo el Acuerdo Especial o que la participación de inversión que tenía inmediatamente antes de la determinación, según el caso. Tales solicitudes deberán presentarse a INTELSAT indicando la reducción que se desea en la participación de inversión. INTELSAT, sin demora, pondrá en conocimiento de todos los Signatarios tales solicitudes y éstas se aprobarán en la medida en que otros Signatarios acepten mayores participaciones de inversión.

(ii) Cualquier Signatario podrá notificar a INTELSAT que está dispuesto a aceptar un aumento de su participación de inversión con el fin de satisfacer las solicitudes de reducción de participaciones de inversión que hayan sido efectuadas conforme al inciso (i) del presente párrafo, y hasta qué límite, si es que indican alguno. Con sujeción a tales límites, la cantidad total de reducción solicitada en las participaciones de inversión de conformidad con el inciso (i) del presente párrafo se distribuirá entre los Signatarios que hayan aceptado, en virtud del presente inciso, mayores participaciones de inversión en proporción con las

participaciones de inversión que tenían inmediatamente antes del ajuste correspondiente.

(iii) Si las reducciones solicitadas en virtud del inciso (i) del presente párrafo no pudiesen distribuirse en su totalidad entre los Signatarios que han aceptado mayores participaciones de inversión en virtud del inciso (ii) del presente párrafo, la cantidad total de aumentos aceptados se repartirá hasta los límites indicados por cada Signatario que acepta una mayor participación de inversión de conformidad con el presente párrafo, como reducciones a aquellos Signatarios que solicitaron participaciones de inversión menores en virtud del inciso (i) del presente párrafo, en proporción con las reducciones que hubieren solicitado de conformidad con dicho inciso (i).

(iv) Cualquier Signatario que hubiere solicitado una participación de inversión menor o que hubiere aceptado una participación de inversión mayor en virtud del presente párrafo, se considerará como que ha aceptado la reducción o aumento de su participación de inversión según se determina de conformidad con el presente párrafo, hasta la próxima determinación de participaciones de inversión conforme al inciso (ii) del párrafo (c) del presente artículo.

(v) La Junta de Gobernadores establecerá procedimientos apropiados con respecto a la notificación de solicitudes de reducción

de participaciones de inversión hechas por los Signatarios de conformidad con el inciso (i) del presente párrafo, y a la notificación hecha por los Signatarios que estén dispuestos a aceptar aumentos en sus participaciones de inversión de conformidad con el inciso (ii) del presente párrafo.

(e) Con el fin de establecer la composición de la Junta de Gobernadores y para el cálculo de la participación de voto de cada Gobernador, las participaciones de inversión determinadas de conformidad con el inciso (ii) del párrafo (c) del presente artículo surtirán efecto el primer día de la reunión ordinaria de la Reunión de Signatarios siguiente a tal determinación.

(f) En la medida en que una participación de inversión se determine de acuerdo con las disposiciones de los incisos (iii) o (v) del párrafo (c) o del párrafo (h) del presente artículo, y en la medida en que lo haga necesario el retiro de un Signatario, las participaciones de inversión de todos los demás Signatarios se reajustarán conforme a la proporción que hayan guardado entre si a sus respectivas participaciones de inversión con anterioridad a dicho reajuste. En los casos de retiro de un Signatario, no se aumentarán las participaciones de inversión del 0,05 por ciento, determinadas de conformidad con las disposiciones del párrafo (h) del presente artículo.

(g) INTELSAT comunicará sin demora a todos los Signatarios los resultados de cada determinación de participaciones de inversión y la fecha de entrada en vigor de dicha determinación.

(h) No obstante cualquier otra disposición del presente artículo, ningún Signatario tendrá una participación de inversión menor que el 0,05 por ciento del total de las participaciones de inversión.

ARTICULO 7

(Ajustes financieros entre Signatarios)

(a) Los ajustes financieros entre los Signatarios se harán, por intermedio de INTELSAT, al entrar en vigor el presente Acuerdo Operativo y, en lo sucesivo, en cada determinación de las participaciones de inversión, sobre la base de una evaluación hecha conforme al párrafo (b) del presente artículo. Los montos de tales ajustes financieros se determinarán respecto de cada Signatario aplicando a dicha evaluación:

(i) al entrar en vigor el presente Acuerdo Operativo, la diferencia, si la hubiere, entre la cuota final de cada Signatario según el Acuerdo Especial y su participación de inversión inicial de conformidad con el artículo 6 del presente Acuerdo Operativo; y

(ii) en cada determinación posterior de las participaciones de inversión, la diferencia, si la hubiere, entre la nueva participación de inversión de cada Signatario y su participación de inversión previa a dicha determinación.

(b) La evaluación a que se refiere el párrafo (a) del presente artículo se hará como sigue:

(i) se restará del valor original de todos los activos, incluyendo todo rendimiento o gasto capitalizado, según consten en la contabilidad de INTELSAT en la fecha del ajuste, la suma resultante de:

(A) la amortización acumulada según conste en la contabilidad de INTELSAT en la fecha del ajuste, más

(B) los préstamos y otras cuentas pagaderas por INTELSAT en la fecha del ajuste;

(ii) los resultados obtenidos de conformidad con el inciso (i) del presente párrafo se ajustarán en la forma siguiente:

(A) sumando o restando, según el caso, para fines de los ajustes financieros y en la fecha de entrada en vigor del presente Acuerdo Operativo, una cantidad que represente cualquier déficit o exceso en el pago por INTELSAT de la compensación por uso de capital en relación con la cantidad acumulada pagadera según el Acuerdo Especial, a la tasa o tasas de compensación por uso de capital en vigor durante los períodos en que eran aplicables las tasas pertinentes, establecidas por el Comité Interino de Telecomunicaciones por Satélite, de conformidad con el artículo 9 del Acuerdo Especial. A fin de evaluar la cantidad que represente cualquier déficit o exceso de pago, la compensación debida se calculará mensualmente y se relacionará con el monto neto de los elementos descritos en el inciso (i) del presente párrafo; y

(B) sumando o restando, según el caso, con el fin de efectuar los ajustes financieros en cada evaluación posterior, una cantidad que represente el déficit o el exceso de

pago por INTELSAT de la compensación por uso de capital desde la fecha de entrada en vigor del presente Acuerdo Operativo hasta la fecha de entrada en vigor de dicha evaluación, referida al monto acumulativo que corresponda conforme al presente Acuerdo Operativo, a la tasa o tasas de compensación por uso de capital en vigor durante los períodos en que se aplicaron las tasas correspondientes, según lo establezca la Junta de Gobernadores, de conformidad con el artículo 8 del presente Acuerdo Operativo. A fin de evaluar la cantidad que representa cualquier déficit o exceso de pago, la compensación debida se calculará mensualmente y se relacionará con el monto neto de los elementos descritos en el inciso (i) del presente párrafo.

(c) Los pagos a los Signatarios y los que éstos hayan de efectuar de conformidad con las disposiciones del presente artículo, se harán en la fecha designada por la Junta de Gobernadores. A cualquier saldo pendiente de pago después de tal fecha se le agregará un interés calculado conforme a la tasa que determine la Junta de Gobernadores, con la salvedad de que, respecto de los pagos adeudados en virtud del inciso (i) del párrafo (a) del presente artículo, el interés se agregará a partir de la entrada en vigor del presente Acuerdo Operativo. La tasa de interés a que se hace referencia en el presente párrafo, será igual a la tasa de interés determinada por la Junta de Gobernadores de conformidad con el párrafo (d) del artículo 4 del presente Acuerdo Operativo.

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ARTICULO 8

(Cargos de utilización e ingresos)

(a) La Junta de Gobernadores determinará las unidades de medida de utilización del segmento espacial de INTELSAT relativa a los diferentes tipos de utilización y, guiada por las reglas generales que establezca la Reunión de Signatarios de conformidad con lo dispuesto en el artículo VIII del Acuerdo, establecerá los cargos de utilización del segmento espacial de INTELSAT. Tales cargos tendrán por objeto cubrir los costos de operación, mantenimiento y administración de INTELSAT, proveer los fondos de explotación que juzgue necesarios la Junta de Gobernadores, amortizar las inversiones hechas por los Signatarios en INTELSAT y compensar a éstos por el uso de su capital.

(b) Para la utilización de una capacidad disponible para fines de servicios especializados de telecomunicaciones, de conformidad con el párrafo (d) del artículo III del Acuerdo, la Junta de Gobernadores establecerá los cargos que han de pagarse por la utilización de dichos servicios. Al hacerlo, cumplirá con las disposiciones del Acuerdo y del presente Acuerdo Operativo y en particular del párrafo (a) del presente artículo, y tomará en consideración los costos relacionados con el suministro de servicios especializados de telecomunicaciones, así como una parte adecuada de los gastos generales y administrativos de INTELSAT. En el caso de satélites separados o instalaciones afines financiados por INTELSAT de conformidad con el párrafo (e) del artículo V del Acuerdo, la Junta de Gobernadores establecerá los cargos que han de pagarse por la utilización de dichos servicios. Al hacerlo, cumplirá con las disposiciones del Acuerdo y del presente Acuerdo Operativo y en

particular con el párrafo (a) del presente artículo, a fin de cubrir completamente los costos resultantes directamente de la concepción, desarrollo, construcción y suministro de dichos satélites separados o instalaciones conexas, así como una parte adecuada de los gastos generales y administrativos de INTELSAT.

(c) Al determinar la tasa de compensación por uso de capital de los Signatarios, la Junta de Gobernadores incluirá una asignación por los riesgos relacionados con la inversión en INTELSAT y, tomando en cuenta dicha asignación fijará una tasa tan cercana como fuera posible al costo del dinero en los mercados mundiales.

(d) La Junta de Gobernadores establecerá sanciones apropiadas en los casos en que los pagos de cargos de utilización se hubieran demorado tres o más meses.

(e) Los ingresos de INTELSAT se aplicarán, en la medida en que lo permitan, en el siguiente orden de prioridades:

(i) para sufragar los costos de operación, mantenimiento y admitración;

(ii) para proveer los fondos de operación que juzgue necesarios la Junta de Gobernadores;

(iii) para pagar a los Signatarios, en proporción a sus respectivas participaciones de inversión, las sumas que representen el rembolso de capital en la cantidad señalada por las disposiciones sobre amortización establecidas por la Junta de Gobernadores según consten en la contabilidad de INTELSAT;

(iv) para pagar al Signatario que se haya retirado de INTELSAT las cantidades que se le adeuden, de conformidad con el artículo 21 del presente Acuerdo Operativo; y

(v) para pagar a los Signatarios, con el saldo remanente y en proporción a sus respectivas participaciones de inversión, a título de compensación por el uso de su capital.

(f) Si los ingresos de INTELSAT fueren insuficientes para sufragar los costos de operación, mantenimiento y administración, la Junta de Gobernadores podrá decidir compensar el déficit, mediante fondos de INTELSAT, sobregiros, préstamos, o requiriendo de los Signatarios que hagan contribuciones de capital en proporción a sus respectivas participaciones de inversión, o recurriendo a cualquiera combinación de tales medidas.

ARTICULO 9

(Transferencia de fondos)

(a) Las liquidaciones de cuentas entre los Signatarios e INTELSAT, respecto de transacciones financieras realizadas de conformidad de los artículos 4, 7 y 8 del presente Acurdo Operativo, se harán de manera tal que se reduzcan al mínimo tanto las transferencias de fondos entre Signatarios e INTELSAT, como el total de fondos retenidos por INTELSAT en exceso de los fondos de explotación que la Junta de Gobernadores determine necesarios.

(b) Todos los pagos que tengan lugar entre INTELSAT y los Signatarios de conformidad con el presente Acuerdo Operativo se harán en dólares de los

Estados Unidos de América, o en una moneda que sea libremente convertible a dólares de los Estados Unidos de América.

ARTICULO 10

(Sobregiros y préstamos)

(a) Con el propósito de hacer frente a insuficiencias de recursos financieros y hasta tanto no se reciban ingresos adecuados en INTELSAT o contribuciones de capital hechas por los Signatarios, de conformidad con el presente Acuerdo Operativo, INTELSAT podrá, con la aprobación de la Junta de Gobernadores, concertar operaciones de sobregiro.

(b) En circunstancias excepcionales y si así lo decide la Junta de Gobernadores, INTELSAT podrá concertar préstamos para financiar cualquier actividad que haya emprendido o para hacer frente a cualquier responsabilidad en que haya incurrido, de conformidad con los párrafos (a), (b) o (c) del artículo III del Acuerdo y con el presente Acuerdo Operativo. Los montos pendientes de pago de dichos préstamos se considerarán como compromisos contractuales de capital para los efectos del artículo 5 del presente Acuerdo Operativo. De conformidad con el párrafo (a)(xiv) del artículo X del Acuerdo, la Junta de Gobernadores deberá dar cuenta detallada a la Reunión de Signatarios de las razones que motivaron su decisión de concertar préstamos, así como de los términos y condiciones con los que se obtuvieron dichos préstamos.

ARTICULO 11

(Gastos excluidos)

No formarán parte de los gastos de INTELSAT:

(i) los impuestos sobre los ingresos de cualquier Signatario percibidos de INTELSAT;

(ii) los gastos de concepción y desarrollo de los lanzadores y las instalaciones de lanzamiento, excepto los gastos de adaptación de los lanzadores y de las instalaciones de lanzamiento relacionados con la concepción, el desarrollo, la construcción y el establecimiento del segmento espacial de INTELSAT; y

(iii) los gastos en que incurran los representantes de las Partes o de los Signatarios para asistir a las reuniones de la Asamblea de Partes, de la Reunión de Signatarios, de la Junta de Gobernadores o de cualquier otra reunión de INTELSAT.

ARTICULO 12

(Revisión de cuentas)

La contabilidad de INTELSAT será revisada anualmente por auditores contables independientes nombrados por la Junta de Gobernadores. Cualquier Signatario tendrá el derecho de inspeccionar la contabilidad de INTELSAT.

ARTICULO 13

(Unión Internacional de Telecomunicaciones)

Además de observar las reglas pertinentes de la Unión Internacional de Telecomunicaciones, INTELSAT dará la debida consideración, en la concepción, el desarrollo, la construcción y el establecimiento del segmento espacial de INTELSAT y en los procedimientos establecidos para regular la operación del segmento espacial de INTELSAT y de las estaciones terrenas, a las recomendaciones y procedimientos pertinentes del Comite Consultivo Internacional Telegráfico y Telefónico, del Comité Consultivo Internacional de Radiocomunicaciones y de la Junta Internacional de Registro de Frecuencias.

ARTICULO 14

(Aprobación de estaciones terrenas)

(a) La solicitud de aprobación de una estación terrena para utilizar el segmento espacial de INTELSAT deberá presentarse a INTELSAT por el Signatario designado por la Parte en cuyo territorio esté o vaya a estar situada la estación terrena o, para estaciones terrenas situadas en un territorio que no esté bajo la jurisdiccion de una Parte, por una entidad de telecomunicaciones debidamente autorizada.

(b) El hecho de que la Reunión de Signatarios no establezca reglas generales de conformidad con el inciso (v) del párrafo (b) del artículo VIII del Acuerdo, o de que la Junta de Gobernadores no establezca criterios y procedimientos de conformidad con el párrafo (a)(vi) del artículo X del Acuerdo, para la aprobación de estaciones terrenas, no impedirá que la Junta de Gobernadores considere o adopte medidas respecto de cualquier solicitud de

aprobación para que una estación terrena tenga acceso al segmento espacial de INTELSAT.

(c) Cada Signatario o entidad de telecomunicaciones mencionado en el párrafo (a) del presente artículo será responsable de que las estaciones terrenas para las cuales ha presentado una solicitud ante INTELSAT cumplan con las reglas y normas especificadas en el documento de aprobación que se expida a su favor por INTELSAT, a menos que, en el caso de que sea un Signatario quien presente la solicitud, la Parte que lo designó asuma tal responsabilidad respecto de alguna o todas las estaciones terrenas que no pertenezcan al Signatario ni sean operadas por éste.

ARTICULO 15

(Asignación de capacidad del segmento espacial)

(a) Toda solicitud de asignación de capacidad del segmento espacial de INTELSAT se presentará a INTELSAT por un Signatario o, en el caso de un territorio que no está bajo la jurisdicción de una Parte, por una entidad de telecomunicaciones debidamente autorizada.

(b) De conformidad con los términos y condiciones establecidos por la Junta de Gobernadores de conformidad con el artículo X del Acuerdo, la asignación de capacidad del segmento espacial de INTELSAT se hará al Signatario o, en el caso de un territorio que no está bajo la jurisdicción de una Parte, a la entidad de telecomunicaciones debidamente autorizada que presentó la solicitud.

(c) Cada Signatario o entidad de telecomunicaciones a quien se conceda una asignación de capacidad de conformidad con el párrafo (b) del presente artículo, será responsable del cumplimiento de todos los términos y condi-

ciones establecidos por INTELSAT respecto de tal asignación, a menos que, en el caso de que sea un Signatario quien reciba la asignación, la Parte que lo designó asuma tal responsabilidad respecto de las asignaciones efectuadas a favor de alguna o todas las estaciones terrenas que no pertenezcan al Signatario o que no sean operadas por éste.

ARTICULO 16

(Adquisiciones)

(a) Todos los contratos relacionados con la adquisición de bienes y la contratación de servicios requeridos por INTELSAT, se adjudicarán de conformidad con el artículo XIII del Acuerdo, el artículo 17 del presente Acuerdo Operativo y los procedimientos, reglamentos, términos y condiciones establecidos por la Junta de Gobernadores de conformidad con las disposiciones del Acuerdo y del presente Acuerdo Operativo. Los servicios a que se refiere el presente artículo, son aquéllos que han de ser prestados por personas jurídicas.

(b) Se requerirá la aprobación de la Junta de Gobernadores antes de:

(i) proceder al envío de solicitudes de ofertas o invitaciones a licitaciones para contratos cuyo valor se espera que exceda de 500.000 dólares de los Estados Unidos de América; y

(ii) adjudicar cualquier contrato cuyo valor exceda de 500.000 dólares de los Estados Unidos de América.

(c) La Junta de Gobernadores podrá decidir que la adquisición de bienes y **prestación de servicios se podrá efectuar mediante procedimientos que no sean sobre**
una base de licitación internacional abierta cuando concurran cualesquiera de las circunstancias siguientes:

(i) cuando el valor calculado del contrato no exceda de 50.000 dólares de los Estados Unidos de América o de cualquier cantidad mayor que pueda decidir la Reunión de Signatarios en base a las propuestas de la Junta de Gobernadores;

(ii) cuando se requiera urgentemente una adquisición para hacer frente a una situación de emergencia que afecte a la viabilidad operacional del segmento espacial de INTELSAT;

(iii) cuando las necesidades sean de carácter predominantemente administrativo que se presten más a satisfacerse localmente; y

(iv) cuando sólo exista una fuente de suministro para una especificación necesaria para satisfacer las necesidades de INTELSAT o cuando las fuentes de suministro están tan seriamente restringidas en numero que no sería viable ni serviría al interés de INTELSAT incurrir en el gasto y en el tiempo que implicaría la licitación internacional abierta, siempre que, en caso de que exista más de una fuente, todas ellas tengan la oportunidad de presentar sus propuestas sobre una base de igualdad.

(d) Los procedimientos, reglamentos y condiciones mencionados en el párrafo (a) del presente artículo dispondrán que se suministre, en el momento oportuno, información completa a la Junta de Gobernadores. A petición de cualquier Gobernador, la Junta de Gobernadores podrá obtener, respecto de cualquier contrato, toda la información que sea precisa con el fin de permitir a dicho Gobernador cumplir con sus responsabilidades en tal capacidad.

ARTICULO 17

(Invenciones e Información Técnica)

(a) INTELSAT adquirirá, en relación con cualquier trabajo realizado por INTELSAT, o en su nombre, los derechos sobre las invenciones e información técnica que sean necesarios para los intereses comunes de INTELSAT y los Signatarios en su carácter de tales, pero no más de tales derechos. En los trabajos efectuados por contrato, tales derechos se obtendrán sobre una base de no exclusividad.

(b) Para los fines del párrafo (a) del presente artículo, INTELSAT, tomando en cuenta sus principios y objetivos, los derechos y las obligaciones de las Partes y de los Signatarios conforme al Acuerdo y al presente Acuerdo Operativo, y las prácticas industriales generalmente aceptadas, asegurará para sí, en relación con cualquier trabajo realizado por INTELSAT, o en su nombre, que implique un elemento significativo de estudio, investigación o desarrollo:

(i) el derecho de que se revelen a INTELSAT, sin pago, todas las invenciones e información técnica generadas por el trabajo realizado por INTELSAT, o en su nombre; y

(ii) el derecho a revelar y hacer que se revele a los Signatarios y a otras entidades o personas bajo la jurisdicción de cualquier Parte y a usar, autorizar y hacer que se autorice a los Signatarios y a otras entidades o personas bajo la jurisdicción de cualquier Parte a usar tales invenciones e información técnica:

(A) sin pago alguno, en relación con el segmento espacial de INTELSAT y con cualquier estación terrena que opera con el mismo, y

(B) para cualquier otro objetivo, bajo condiciones justas y razonables, que han de ser convenidas entre los Signatarios u otras entidades o personas bajo la jurisdicción de una Parte, y el dueño o inventor de tales invenciones e información técnica o cualquier otra entidad o persona debidamente autorizada que tenga un interés de propietario al respecto.

(c) En los trabajos efectuados por contrato, la aplicación de las disposiciones del párrafo (b) del presente artículo se basará en la retención, por parte de los contratistas, de la propiedad de los derechos sobre las invenciones e información técnica generadas por ellos.

(d) INTELSAT también asegurará para sí el derecho, bajo condiciones justas y razonables, a revelar y hacer que se revele a los Signatarios y a otras personas y entidades bajo la jurisdicción de una Parte, y a usar, autorizar y hacer que se autorice a los Signatarios y a otras personas y entidades bajo la jurisdicción de una Parte, a usar las invenciones e información técnica directamente utilizadas en la ejecución del trabajo realizado en nombre de INTELSAT, pero no incluido en el párrafo (b) del presente artículo, en la medida en que la persona que ha realizado dicho trabajo tenga la facultad de otorgar tal derecho y en que esta revelación y este uso sean necesarios para el ejercicio efectivo de los derechos obtenidos de conformidad con el párrafo (b) del presente artículo.

(e) La Junta de Gobernadores, en casos individuales en que circunstancias excepcionales así lo aconsejen, puede aprobar modificaciones a las normas establecidas en el inciso (ii) del párrafo (b) y en el párrafo (d) del presente artículo cuando en el curso de las negociaciones se demuestre a la Junta de Gobernadores que el no efectuar la modificación iría en detrimento de los intereses de INTELSAT y, en el caso del inciso (ii) del párrafo (b), que el seguir dichas normas sería incompatible con anteriores obligaciones contractuales contraídas de buena fé por un eventual contratista con un tercero.

(f) La Junta de Gobernadores, en casos individuales en que circunstancias excepcionales así lo aconsejen, puede también aprobar modificaciones a la norma establecida en el párrafo (c) del presente artículo cuando se llenen todos los siguientes requisitos:

(i) se demuestra a la Junta de Gobernadores que el no efectuar la modificación iría en detrimento de los intereses de INTELSAT,

(ii) cuando la Junta de Gobernadores determine que INTELSAT debería poder obtener protección de patentes en cualquier país y

(iii) cuando, y en el grado en que lo hiciere, el contratista hubiera indicado incapacidad o falta de deseos de obtener dicha protección oportunamente.

(g) Al determinar si debe aprobar cualquiera de dichas modificaciones, y la forma en que debe hacerlo, de conformidad con los parrafos (e) y (f) del presente artículo, la Junta de Gobernadores tomará en cuenta los

intereses de INTELSAT y de todos los Signatarios y los beneficios financieros que se estime resultarán para INTELSAT en dicha modificación.

(h) En relación con las invenciones e información técnica sobre las cuales se hayan adquirido derechos conforme al Acuerdo Provisional y el Acuerdo Especial, o sean adquiridos de conformidad con el Acuerdo y con el presente Acuerdo Operativo, sobre base distinta al párrafo (b) del presente artículo, INTELSAT, **al recibir una solicitud deberá, en la medida en aue tenga el derecho de hacerlo:**

(i) revelar o hacer que se revelen dichas invenciones e información técnica a cualquier Signatario, sujeto al reembolso de cualquier pago efectuado por INTELSAT o que se exija a éste respecto al ejercicio de tal derecho de revelación;

(ii) poner a disposición de cualquier Signatario el derecho de revelar o hacer que se revele a los Signatarios y a otras personas y entidades bajo la jurisdicción de una Parte, y a usar, autorizar o hacer que se autorice a los Signatarios y a otras personas y entidades bajo la jurisdicción de una Parte, el uso de dichas invenciones e información técnica:

(A) sin pago alguno, en relación con el segmento espacial de INTELSAT o con cualquier estación terrena que opere con el mismo, y

(B) **para cualquier otro propósito, bajo terminos y condiciones justas y razonables que han de ser convenidas entre los Signatarios o cualquier otra persona o entidad dentro de la jurisdicción de una Parte e INTELSAT o el propietario u originador de tales invenciones e información tecnica o cualquier otra entidad o persona debidamente autorizada que**

tenga un interés de propiedad en las mismas y sujeto al reembolso de cualquier pago hecho por INTELSAT o que se exija de éste respecto al ejercicio de tales derechos.

(i) INTELSAT, en la medida en que adquiera el derecho, de conformidad con el inciso (i) del párrafo (b) del presente artículo, de que le revelen invenciones e información técnica, mantendrá informado a cada Signatario que así lo solicite, de la disponibilidad y naturaleza general de tales invenciones e información técnica. INTELSAT, en la medida en que adquiera los derechos, de conformidad con las disposiciones del presente artículo, para poner a disposición de los Signatarios y de personas y entidades bajo la jurisdicción de una Parte invenciones e información técnica, pondrá, previa solicitud, dichos derechos a disposición de cualquier Signatario o de quien éste designe.

(j) La revelación y el uso de cualquier invención e información técnica sobre la cual INTELSAT haya adquirido cualquier derecho, así como las condiciones de tal revelación y uso, se harán sobre una base no discriminatoria con respecto de todos los Signatarios o de quienes éstos designen.

ARTICULO 18

(Responsabilidad)

(a) Ni INTELSAT, ni los Signatarios en su capacidad de tales, ni cuando actúen en el ejercicio de sus funciones y dentro de sus atribuciones, ningún director, funcionario o empleado de los mismos, ni representante alguno ante cualquier órgano de INTELSAT, serán responsables ante ningún Signatario ni ante INTELSAT, y no se podrá presentar reclamación contra

ninguno de ellos por daños o perjuicios sufridos en virtud de la no disponibilidad, demora o funcionamiento deficiente de los servicios de telecomunicaciones prestados o que deben prestarse de conformidad con el Acuerdo o con el presente Acuerdo Operativo.

(b) Si se requiriese a INTELSAT o a cualquier Signatario, como tal, en virtud de una sentencia firme dictada por un tribunal competente, o como resultado de un compromiso aceptado o convenido por la Junta de Gobernadores, a que pague el importe de una reclamación, incluyendo eventualmente cualquier costo o gasto relacionado con la misma, derivada de una actividad ejecutada o autorizada por INTELSAT conforme al Acuerdo o al presente Acuerdo Operativo, y en la medida en que dicha reclamación no sea satisfecha por medio de indemnización, seguros u otros arreglos financieros, los Signatarios, a pesar del tope establecido en el artículo 5 del presente Acuerdo Operativo, pagarán a INTELSAT la cantidad adeudada por tal reclamación en proporción a sus respectivas participaciones de inversión en la fecha en que dicha reclamación deba pagarse por INTELSAT.

(c) Si se presenta una reclamación contra un Signatario, éste deberá notificar tal reclamación sin demora a INTELSAT como condición al pago por INTELSAT del importe de la reclamación a que se refiere el párrafo (b) del presente artículo, y permitirá a INTELSAT asesorar y formular recomendaciones respecto de la defensa, o dirigir ésta, o adoptar otras medidas sobre la reclamación y, en la medida en que lo permita la jurisdicción en que se planteó la reclamación, ser parte en el procedimiento junto con tal Signatario o en sustitución del mismo.

ARTICULO 19

(Compra del interés)

(a) De conformidad con las disposciones de los artículos IX y XV del Acuerdo Provisional, tan pronto como sea posible y dentro de los tres meses a partir de la fecha de entrada en vigor del presente Acuerdo Operativo, la Junta de Gobernadores determinará, de conformidad con el párrafo (d) del presente artículo, la situación financiera en INTELSAT de cada signatario del Acuerdo Especial para el cual, en su calidad de Estado, o para cuyo Estado, el Acuerdo, al entrar en vigor, no hubiera entrado en vigor ni hubiera sido aplicado provisionalmente. La Junta de Gobernadores notificará a cada signatario por escrito respecto de su situación financiera y la tasa de interés correspondiente. Esta tasa deberá ser cercana al costo del dinero en los mercados mundiales.

(b) Un signatario podrá aceptar la evaluación de su situación financiera y la tasa de interés según le hayan sido notificadas de conformidad con el párrafo (a) del presente artículo, a menos que hubiese sido acordado de otro modo entre la Junta de Gobernadores y tal signatario. INTELSAT pagará a dicho signatario, en dólares de los Estados Unidos de América o en otra moneda libremente convertible a dólares de los Estados Unidos de América, dentro de los noventa días siguientes a la fecha de dicha aceptacion, o dentro de un período mayor, si así se hubiera acordado, el monto aceptado, más el interés sobre el mismo aplicable desde la fecha de entrada en vigor del presente Acuerdo Operativo hasta la fecha del pago.

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(c) Si hubiera una controversia entre INTELSAT y un signatario en cuanto al importe del monto o a la tasa de interés que no pudiera resolverse mediante negociación dentro del período de un año a partir de la fecha en la cual dicho signatario fue informado de su situación financiera conforme al párrafo (a) del presente artículo, el monto y la tasa de interés notificados continuarán siendo la oferta en vigor de INTELSAT para solucionar dicha controversia, poniéndose los fondos correspondientes a disposición de dicho signatario. Siempre y cuando pueda encontrarse un tribunal mutuamente aceptable, INTELSAT someterá la controversia a arbitraje si así lo solicita el signatario. Al recibo del laudo del tribunal, INTELSAT pagará al signatario el monto determinado en el laudo en dólares de los Estados Unidos de América o en otra moneda libremente convertible a dólares de los Estados Unidos de América.

(d) La situación financiera mencionada en el párrafo (a) del presente artículo, se determinará como sigue:

(i) se multiplicará la cuota final del signatario bajo el Acuerdo Especial, en la fecha de entrada en vigor del presente Acuerdo Operativo, por la cantidad establecida conforme al párrafo (b) del artículo 7 del presente Acuerdo Operativo; y

(ii) del resultado obtenido conforme al inciso (i) del presente párrafo, se restará cualquier cantidad adeudada por dicho signatario en la fecha de entrada en vigor del presente Acuerdo Operativo.

(e) Ninguna disposición del presente artículo:

(i) eximirá al signatario a que se refiere el párrafo (a) del presente artículo, de su participación en las obligaciones contraídas colectivamente por los signatarios del Acuerdo Especial, o por cuenta de los mismos, como resultado de actos u omisiones en la ejecución del Acuerdo Provisional y del Acuerdo Especial con anterioridad a la fecha de la entrada en vigor del presente Acuerdo Operativo, o

(ii) privará a tal signatario de aquellos derechos adquiridos por él, en su capacidad de tal, que de otro modo hubiera conservado después de la expiración del Acuerdo Especial, y por los cuales el signatario no hubiese sido compensado de conformidad con las disposiciones del presente artículo.

ARTICULO 20

(Solución de controversias)

(a) Toda controversia jurídica que surja en relación con los derechos y obligaciones que se estipulan en el Acuerdo o en el presente Acuerdo Operativo de los Signatarios entre sí, o entre INTELSAT y uno o más Signatarios, de no poder solucionarse de otra manera dentro de un plazo razonable, será sometida a un tribunal de arbitraje de conformidad con las disposiciones del Anexo C del Acuerdo.

(b) Toda controversia de esta naturaleza entre un Signatario y un Estado o entidad de telecomunicaciones que ha dejado de ser Signatario, o entre INTELSAT y un Estado o entidad de telecomunicaciones que ha dejado de ser Signatario, y que surgiese después de que dicho Estado o entidad de

telecomunicaciones ha dejado de ser Signatario, de no poder solucionarse de otra manera dentro de un plazo razonable, será sometida a arbitraje y, si las partes así lo acuerdan, tal arbitraje se regulará conforme a las disposiciones del Anexo C del Acuerdo. Si un Estado o entidad de telecomunicaciones deja de ser Signatario después de haberse iniciado un arbitraje en el que es litigante, dicho arbitraje continuará y terminará de conformidad con las disposiciones del Anexo C del Acuerdo o, en su caso, de conformidad con aquellas otras disposiciones por las cuales se regula dicho arbitraje.

(c) Toda controversia jurídica que surja de los acuerdos y contratos que INTELSAT concierte con cualquier Signatario quedará sometida a las disposiciones sobre solución de controversias contenidas en tales acuerdos y contratos. En ausencia de dichas disposiciones, tales controversias, de no poderse solucionar de otra manera dentro de un plazo razonable, se someterán a arbitraje de conformidad con las disposiciones del Anexo C del Acuerdo.

(d) Si en la fecha de entrada en vigor del presente Acuerdo Operativo se encontrase pendiente de conclusión un arbitraje en curso conforme al Acuerdo Suplementario sobre Arbitraje fechado el 4 de junio de 1965, las disposiciones de dicho Acuerdo Suplementario continuarán en vigor respecto del citado arbitraje hasta su conclusión. Si el Comité Interino de Telecomunicaciones por Satélites fuese parte en dicho arbitraje, INTELSAT lo remplazara como parte.

ARTICULO 21

(Retiro)

(a) Dentro del plazo de tres meses a partir de la fecha efectiva del retiro de un Signatario de INTELSAT, de conformidad con el artículo XVI del Acuerdo, la Junta de Gobernadores notificará a dicho Signatario la evaluación que ha hecho de su estado financiero en INTELSAT correspondiente a la fecha efectiva del retiro y los términos de liquidación propuestos conforme al párrafo (c) del presente artículo.

(b) La notificación prevista en el párrafo (a) del presente artículo incluirá un estado de cuenta que indique.

(i) la cantidad que haya de pagar INTELSAT al Signatario, resultante de multiplicar la participación de inversión del Signatario en la fecha efectiva del retiro, por el monto establecido en la evaluación llevada a cabo en dicha fecha de conformidad con el párrafo (b) del artículo 7 del presente Acuerdo Operativo;

(ii) las cantidades pendientes que haya de pagar el Signatario a INTELSAT de conformidad con lo dispuesto en los párrafos (g), (j) o (k) del artículo XVI del Acuerdo, que representen su participación en las contribuciones de capital para compromisos contractuales específicamente autorizados, ya sea antes de la fecha de recibo por la autoridad competente de su notificación de decisión de retiro o, antes de la fecha efectiva del retiro, según el caso, junto con el calendario de pagos propuesto para satisfacer dichos compromisos contractuales; y

(iii) cualquier cantidad que dicho Signatario, en la fecha efectiva del retiro, deba a INTELSAT.

(c) Las cantidades a que se refieren los incisos (i) y (ii) del párrafo (b) del presente artículo, serán rembolsados por INTELSAT al Signatario dentro de un plazo análogo a aquél en que se rembolsen a otros Signatarios sus contribuciones de capital, o dentro de un plazo más breve que considere apropiado la Junta de Gobernadores. La Junta de Gobernadores fijará la tasa de interés pagadera al Signatario, o por el Signatario, con respecto a toda cantidad que en cualquier momento pueda estar pendiente de pago.

(d) En la evaluación efectuada de conformidad con el inciso (ii) del párrafo (b) del presente artículo, la Junta de Gobernadores podrá decidir relevar al Signatario, total o parcialmente, de la obligación de abonar su participación en las contribuciones de capital necesarias para satisfacer tanto los compromisos contractuales específicamente autorizados, como las responsabilidades derivadas de actos u omisiones anteriores, sea al recibo del aviso de retiro, sea en la fecha efectiva de retiro del Signatario de conformidad con el artículo XVI del Acuerdo.

(e) Salvo que la Junta de Gobernadores decida de otro modo conforme al párrafo (d) del presente artículo, ninguna disposición del presente artículo·

(i) eximirá al Signatario a que se refiere el párrafo (a) del presente artículo de su participación en cualquiera de las obligaciones no contractuales de INTELSAT que emanen de actos u omisiones en la ejecución del Acuerdo y del presente Acuerdo Operativo con anterioridad al recibo del aviso de retiro o, en su caso, a la fecha efectiva de retiro, o

(ii) privará a tal Signatario de ninguno de los derechos adquiridos en su capacidad de Signatario que hubiese conservado en el caso de no retirarse, y por los cuales el Signatario no haya sido ya compensado en virtud de las disposiciones del presente artículo.

ARTICULO 22

(Enmiendas)

(a) Cualquier Signatario, la Asamblea de las Partes o la Junta de Gobernadores podrá proponer enmiendas al presente Acuerdo Operativo. Las propuestas de enmienda serán presentadas al órgano ejecutivo, el cual las distribuirá a todas las Partes y a todos los Signatarios a la brevedad posible.

(b) Las propuestas de enmienda serán consideradas por la Reunión de Signatarios en su primera reunión ordinaria siguiente a la distribución por el órgano ejecutivo, o bien en una reunión extraordinaria anterior convocada conforme al artículo VIII del Acuerdo, siempre que en ambos casos las propuestas de enmienda hayan sido distribuidas no menos de noventa días antes de la apertura de la reunión correspondiente. La Reunión de Signatarios, a este efecto, examinará las observaciones y las recomendaciones que haya recibido respecto de las propuestas de enmienda de la Asamblea de Partes o de la Junta de Gobernadores.

(c) La Reunión de Signatarios tomará decisiones respecto de las propuestas de enmienda de conformidad con las reglas de quórum y votación establecidas en el artículo VIII del Acuerdo. Asimismo, podrá modificar propuestas de enmienda distribuidas conforme al párrafo (b) del presente artículo y tomará

decisiones sobre propuestas de enmienda que no hubieran sido así distribuidas pero que resulten directamente de una propuesta de enmienda o de una enmienda modificada.

(d) Las enmiendas aprobadas por la Reunión de Signatarios entrarán en vigor, de conformidad con el párrafo (e) del presente artículo, después de que el Depositario haya recibido notificación de la aprobación de la enmienda, sea por:

(i) dos tercios de los Signatarios que eran Signatarios en la fecha en que la enmienda fue aprobada por la Reunión de Signatarios, siempre que dichos dos tercios incluyan Signatarios que tenían entonces por lo menos dos tercios del total de las participaciones de inversión, o por

(ii) un número de Signatarios igual o superior al ochenta y cinco por ciento del número total de Signatarios que eran Signatarios en la fecha en que la enmienda fue aprobada por la Reunión de Signatarios cualquiera que fuere el monto de las participaciones de inversión que dichos Signatarios hubieren tenido en esa ocasión.

La notificación de la aprobación de una enmienda por un Signatario será enviada al Depositario por la Parte concerniente. Dicha comunicación significará la aceptación de la citada enmienda por la Parte.

(e) El Depositario notificará a todos los Signatarios del recibo de las aprobaciones de la enmienda requeridas por el párrafo (d) del presente Artículo. Transcurrido el plazo de noventa días desde la fecha de esta

notificación, dicha enmienda entrará en vigor respecto de todos los Signatarios, incluso de aquellos que no se hubieren retirado voluntariamente de INTELSAT ni hubieren todavía aceptado, aprobado o ratificado dicha enmienda.

(f) No obstante las disposiciones de los párrafos (d) y (e) de este Artículo, ninguna enmienda entrará en vigor después de dieciocho meses a partir de la fecha en que haya sido formalmente aprobada por la Reunión de Signatarios.

ARTICULO 23

(Entrada en vigor)

(a) El presente Acuerdo Operativo entrará en vigor para un Signatario en la fecha en que entre en vigor el Acuerdo, de conformidad con los párrafos (a) y (d), o (b) y (d) del artículo XX del Acuerdo, para la Parte concerniente.

(b) El presente Acuerdo Operativo se aplicará provisionalmente para un Signatario en la fecha en que el Acuerdo se aplique provisionalmente, de conformidad con los párrafos (c) y (d) del artículo XX del Acuerdo, a la Parte concerniente.

(c) El presente Acuerdo Operativo estará en vigor mientras lo esté el Acuerdo.

ARTICULO 24

(Depositario)

(a) El Gobierno de los Estados Unidos de América será el Depositario del presente Acuerdo Operativo, cuyos textos en español, francés e inglés son igualmente auténticos. El presente Acuerdo Operativo se depositará en los archivos del Depositario con el cual se depositarán asimismo las notificaciones de aprobación de enmiendas, de sustitución de un Signatario de conformidad con el párrafo (f) del artículo XVI del Acuerdo y de los retiros de INTELSAT.

(b) El Depositario transmitirá copias certificadas de los textos del presente Acuerdo Operativo a todos los Gobiernos y a todas las entidades de telecomunicaciones designadas que lo hayan firmado y a la Unión Internacional de Telecomunicaciones, y notificará a dichos Gobiernos, entidades de telecomunicaciones designadas y Unión Internacional de Telecomunicaciones, las firmas del presente Acuerdo Operativo, el comienzo del período de sesenta días a que se hace referencia en el párrafo (a) del artículo XX del Acuerdo, la entrada en vigor del presente Acuerdo Operativo, las notificaciones de aprobación de enmiendas y la entrada en vigor de las enmiendas al presente Acuerdo Operativo. El aviso del comienzo del período de sesenta días se dará el primer día de dicho período.

(c) Al entrar en vigor el presente Acuerdo Operativo, el Depositario lo registrará en la Secretaría de las Naciones Unidas, de conformidad con el artículo 102 de la Carta de las Naciones Unidas.

EN TESTIMONIO DE LO CUAL, los que suscriben, debidamente autorizados, firman el presente Acuerdo Operativo.

HECHO en Washington, el 20 de agosto de mil novecientos setenta y uno.

ANEXO

DISPOSICIONES TRANSITORIAS

1) Obligaciones de los Signatarios:

Todo Signatario del presente Acuerdo Operativo que hubiere sido, o cuya Parte designante hubiere sido, parte del Acuerdo Provisional, deberá pagar, o tendrá derecho a recibir, según el caso, el monto neto de cualquier cantidad que, de conformidad con el Acuerdo Especial, adeudase o se le adeudase, en la fecha de entrada en vigor del Acuerdo, esa parte en su capacidad de signatario, o su signatario designado del Acuerdo Especial.

2) Constitución de la Junta de Gobernadores

(a) En la fecha en que se inicie el período de sesenta días a que se hace referencia en el párrafo (a) del artículo XX del Acuerdo y a partir de esa fecha, la "Communications Satellite Corporation" notificará semanalmente a todos los signatarios del Acuerdo Especial y a los Estados o entidades de telecomunicaciones designadas por los mismos y para los cuales entre en vigor el presente Acuerdo Operativo, o para los cuales sea aplicado provisionalmente en la fecha de entrada en vigor del Acuerdo, la participación estimada de inversión inicial de cada uno de tales Estados o entidades de telecomunicaciones, conforme a las disposiciones del presente Acuerdo Operativo.

(b) Durante dicho período de sesenta días, la "Communications Satellite Corporation" hará los trámites administrativos necesarios para convocar la primera reunión de la Junta de Gobernadores.

(c) En el plazo de tres días a partir de la fecha de entrada en vigor del Acuerdo, la "Communications Satellite Corporation", actuando de conformidad con el párrafo 2 del Anexo D al Acuerdo, deberá:

(i) notificar a todos los Signatarios para los cuales el presente Acuerdo Operativo ha entrado en vigor, o ha sido aplicado provisionalmente, el monto de sus participaciones de inversion iniciales determinadas de conformidad con el artículo 6 del presente Acuerdo Operativo, y

(ii) notificar a todos los Signatarios respecto de los trámites hechos para la primera reunión de la Junta de Gobernadores, que será convocada dentro de un plazo no mayor de treinta días a partir de la entrada en vigor del Acuerdo.

3) Solución de Controversias

Cualquier controversia jurídica que pueda surgir entre INTELSAT y la "Communications Satellite Corporation" en relación con la prestación de servicios por dicha entidad y que se origine entre las fechas de entrada en vigor del presente Acuerdo Operativo y del contrato celebrado de conformidad con las disposiciones del inciso (ii) del párrafo (a) del artículo XII del Acuerdo, será sometida a arbitraje de conformidad con las disposiciones del Anexo C al Acuerdo, de no solucionarse de otra forma dentro de un plazo razonable.

* * *

For the Government of the Democratic and Popular Republic of Algeria:

Sera soumis à ratification

For the Government of the Argentine Republic:
Pour le Gouvernement de la République Argentine:
Por el Gobierno de la República Argentina:

Overseas Telecommunications Commission (Australia):

Harold Stephen

Emprêsa Brasileira de Telecomunicações (EMBRATEL)

Canadian Overseas Telecommunication Corporation:

Empresa Nacional de Telecomunicaciones S.A. (ENTEL)

J. Fuenzalida
Emb. de Chile

For the Republic of China:
Pour la République de Chine:
Por la República de China:

James C. H. Chen
subject to ratification

Empresa Nacional de Telecomunicaciones de Colombia (TELECOM)

Douglas Botero Boshell
Sujeto a ratificación.

Office Congolais des Postes et Télécommunications:

NGRABATWARE

For the Government of Denmark:
Pour le Gouvernement du Danemark:
Por el Gobierno de Dinamarca:

Eric Lange

Compañía Dominicana de Teléfonos, C. por A.:

La Empresa de Telecomunicaciones del Norte:

Imperial Board of Telecommunications:

Subject to ratification by the Imperial Ethiopian Government.

Hellenic Telecommunications Organization (OTE) S.A.:

Subject to ratification.
John G. Gregoriadis

For the Government of Guatemala:
Pour le Gouvernement du Guatemala:
Por el Gobierno de Guatemala:

For the Government of Haiti.
Pour le Gouvernement d'Haïti:
Por el Gobierno de Haití.

R Chalmers
Sujet à ratification

For the Government of the Republic of Indonesia:
Pour le Gouvernement de la République d'Indonésie:
Por el Gobierno de la República de Indonesia:

For the Imperial Government of Iran:
Pour le Gouvernement impérial d'Iran:
Por el Gobierno Imperial de Irán:

Dr. Ardeshir Ameli
8 25. 1971

For the Government of the State of Israel:
Pour le Gouvernement de l'Etat d'Israël:
Por el Gobierno del Estado de Israel.

J. Rabin subject to ratification

Società Telespazio:

Marcello Maccini

TIAS 7532

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For the Government of the Republic of Ivory Coast:
Pour Le Gouvernement de la République de Côte-d'Ivoire:
Por el Gobierno de la República de la Costa de Marfil.

Kokusai Denshin Denwa Company Ltd.

Yoshinari Kaino

For the Government of the Hashemite Kingdom of Jordan:
Pour le Gouvernement du Royaume Hachémite de Jordanie:
Por el Gobierno del Reino Hachemita de Jordania:

Nasir S. Badaqnah

For the Government of Kenya:
Pour le Gouvernement du Kenya:
Por el Gobierno de Kenia:

26th November 1971

For the Government of the State of Kuwait:
Pour le Gouvernement de l'Etat de Koweit:
Por el Gobierno del Estado de Kuwait:

Salem S Al Sabah

For the Government of Lebanon:
Pour le Gouvernement du Liban:
Por el Gobierno del Líbano:

N. Kahhani

For the Government of the Principality of Liechtenstein:
Pour le Gouvernement de la Principauté de Liechtenstein:
Por el Gobierno del Principado de Liechtenstein:

For the Government of the Islamic Republic of Mauritania:
Pour le Gouvernement de la République islamique de Mauritanie:
Por el Gobierno de la República Islámica de Mauritania:

For the Government of Morocco:
Pour le Gouvernement du Maroc:
Por el Gobierno de Marreucos:

For the Government of Nicaragua:

Norwegian Telecommunications Administration (Teledirektoratet):

For the Government of the Islamic Republic of Pakistan:
Pour le Gouvernement de la République islamique du Pakistan:
Por el Gobierno de la República Islámica de Pakistán:

Empresa Nacional de Telecomunicaciones del Peru (ENTEL PERU):

For the Government of the Philippines:
Pour le Gouvernement des Philippines:
Por el Gobierno de Filipinas:

Companhia Portuguesa Rádio Marconi:

For the Government of the Republic of Senegal:

For the Government of Singapore:
Pour le Gouvernement de Singapour:
Por el Gobierno de Singapur:

Compañía Telefónica Nacional de España:

For the Government of the Democratic Republic of the Sudan:
Pour le Gouvernement de la République Democratiquê du Soudan:
Por el Gobierno de la República Democrática del Sudán:

Direction Générale de l'Entreprise des Postes,
Telephones et Telegraphes Suisses:

Department of Posts and Telegraphs of the Republic of South Africa:

For the Government of the Syrian Arab Republic:

For the Government of Thailand:
Pour le Gouvernement de Thaïlande:
Por el Gobierno de Tailandia:

Trinidad and Tobago External Telecommunications Company Limited (TEXTEL)

Post Office:

Communications Satellite Corporation:

For the Government of the Vatican City State:
Pour le Gouvernement de l'Etat de la Cité du Vatican:
Por el Gobierno del Estado de la Ciudad del Vaticano:

Venezuelan Telephone Company
(Compañía Anónima Nacional Teléfonos de Venezuela)

For the Government of the Republic of Viet-Nam:
Pour le Gouvernement de la République du Viet-nam:
Por el Gobierno de la República de Viet Nam:

Bui-Diem

For the Government of Yemen Arab Republic:
Pour le Gouvernement de la République arabe du Yémen:
Por el Gobierno de la República Arabe de Yemen:

Yahya Hegghuddin

Community of the Yugoslav Posts, Telegraphs and Telephones:

P. Vasiljevic

Administration for Post, Telegraph and Telephone of Tunisia:

For the Government of the Republic of Korea:

Dongjo Kim
AUG 24th 1971

For the Government of Turkey:

Sept 10. 1971

For the Government of Luxembourg: sous réserve de ratification

Jean Wagner
20 septembre 1971

For the Government of the Kingdom of the Netherlands:
sous reserve de ratification
October 13th 1971

For the Government of the Arab Republic of Egypt:

subject to ratification

20-October 1971

For the Government of Mexico:

Subject to ratification

Rafael de la Colina

November 4th, 1971

Compañía Nicaraguense de Telecomunicaciones por Satelite:

November 12th 1971

Instituto Costarricense de Electricidad:

Dec, 9, 1971

Administration of Posts and Telegraphs of Finland:

Dec 15th 1971

Overseas Communications Service, Ministry of Communications, Government of India:

Dec 23 1971

Postmaster-General of New Zealand:

5 January 1972

Federal Ministry for Post and Telecommunications:

Jan 12 1972

Régie des Télégraphes et des Téléphones:

"Sous réserve de ratification"

13 Janvier 1972

East African External Telecommunications Company Limited:

19th January, 1972

For the Government of Iceland:

February 14th 1972.

Department of Posts and Telegraphs:

February 18, 1972

Telecommunications Department, Malaysia:

February 22, 1972

For the Government of the Federal Republic of Cameroon:

8 Mars 1972

For the Government of France:

March 27th 1972

For the Government of Austria: subject to notification

5. IV. 72

Société des Télécommunications Internationales Gabonaises (T.I.G.):

A. NDIAYE 10 Avril 1972

For the Government of the Principality of Monaco:

le 14 mai 1972.

Swedish Telecommunications Administration:

May 19, 1972

For the Government of Saudi Arabia:

8/24, 1972

Nigeria's Ministry of Communications and the
Nigerian External Telecommunications Limited:

J.M. Gsarba
25th October, 1972

For the Government of the Republic of Zambia:

U.S. Mwanda M.P
1st Nov. 1972

Jamaica International Telecommunications Limited (JAMINTEL):

Clough Stathers
December 14th 1972.

Signatories to
the Operating Agreement Relating to the International Telecommunications Satellite Organization "INTELSAT"

Opened for signature at Washington August 20, 1971*

FOR THE GOVERNMENT OF THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA.

Sera soumis à ratification
ABDELKADER BOUSSELHAM
[Romanization]

FOR THE GOVERNMENT OF THE ARGENTINE REPUBLIC:
TISCORNIA

OVERSEAS TELECOMMUNICATIONS COMMISSION (AUSTRALIA)

HAROLD WHITE

EMPRÊSA BRASILEIRA DE TELECOMUNICAÇÕES (EMBRATEL)

FRANCISCO AUGUSTO GALVÃO

CARLOS B. COELHO

CANADIAN OVERSEAS TELECOMMUNICATION CORPORATION

DELORME

EMPRESA NACIONAL, DE TELECOMUNICACIONES S.A. (ENTEL) [CHILE]

O. LETELIER

FOR THE REPUBLIC OF CHINA.

JAMES C. H. SHEN
subject to ratification

EMPRESA NACIONAL DE TELECOMUNICACIONES DE COLOMBIA (TELECOM)

DOUGLAS BOTERO BOSHELL
sujeto a ratificación

OFFICE CONGOLAIS DES POSTES ET TÉLÉCOMMUNICATIONS

NGIRABATWARE

FOR THE GOVERNMENT OF DENMARK.

ERIK HAUGE

COMPAÑÍA DOMINICANA DE TELÉFONOS, C. POR A..

C. H. MCLEAN

LA EMPRESA DE TELECOMUNICACIONES DEL NORTE: [ECUADOR]

J SANCHEZ I

IMPERIAL BOARD OF TELECOMMUNICATIONS. [ETHIOPIA]

Subject to ratification by the Imperial Ethiopian Government
MEKBIB G.

*Signatures affixed August 20, 1971 unless otherwise indicated.

HELLENIC TELECOMMUNICATIONS ORGANIZATION (OTE) S.A..

Subject to ratification
JOHN G. GREGORIADES

FOR THE GOVERNMENT OF GUATEMALA.

A. VALLADARES

FOR THE GOVERNMENT OF HAITI.

R. CHALMERS
Sujet à ratification

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA.

A. MOEIS

FOR THE IMPERIAL GOVERNMENT OF IRAN

DR. ASLAN AFSHAR
8-25-1971

FOR THE GOVERNMENT OF THE STATE OF ISRAEL.

Y RABIN subject to ratification

SOCIETÀ TELESPAZIO· [ITALY]

MARCELLO RODINÓ

FOR THE GOVERNMENT OF THE REPUBLIC OF IVORY COAST·

T AHOUA

KOKUSAI DENSHIN DENWA COMPANY LTD.. [JAPAN]

YOSHIMARU KAANNO

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

NASIR S. BATAYNEH

FOR THE GOVERNMENT OF KENYA.

L. O. KIBINGE
26th November 1971

FOR THE GOVERNMENT OF THE STATE OF KUWAIT·

SALEM S. AL SABAH

FOR THE GOVERNMENT OF LEBANON

N. KABBANI

FOR THE GOVERNMENT OF THE PRINCIPALITY OF LIECHTENSTEIN

E. ANDRES

FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF MAURITANIA.

ABDOU OULD HACHEME

FOR THE GOVERNMENT OF MOROCCO:

ABDESSADEQ EL MEZOUARI EL GLAOUI
[Romanization]

FOR THE GOVERNMENT OF NICARAGUA.

GUILLERMO SEVILLA-SACASA

NORWEGIAN TELECOMMUNICATIONS ADMINISTRATION (TELEDIREKTORATET)

GUNNAR HAERUM

FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

A. HILALY

EMPRESA NACIONAL DE TELECOMMUNICACIONES DEL PERU (ENTEL PERU)

IGOR VELAZQUEZ

FOR THE GOVERNMENT OF THE PHILIPPINES:

ERNESTO LAGDAMEO

COMPANHIA PORTUGUESA RÁDIO MARCONI.

FERNANDO JOSÉ MARCOS FRANCO FEIJÓO

FOR THE GOVERNMENT OF THE REPUBLIC OF SENEGAL.

CHEIKH FALL

FOR THE GOVERNMENT OF SINGAPORE:

E. S. MONTEIRO

COMPAÑÍA TELEFÓNICA NACIONAL DE ESPAÑA.

MENDOZA

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

OSMAN HAMID

DIRECTION GÉNÉRALE DE L'ENTREPRISE DES POSTES, TELEPHONES ET TELEGRAPHES SUISSES:

R. O. STEINER

DEPARTMENT OF POSTS AND TELEGRAPHS OF THE REPUBLIC OF SOUTH AFRICA.

D P OLIVIER

FOR THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC:

R. JOUÉJATI

FOR THE GOVERNMENT OF THAILAND:

SUNTHORN HONGLADAROM

TRINIDAD AND TOBAGO EXTERNAL TELECOMMUNICATIONS COMPANY LIMITED (TEXTEL)·

GEORGE ORMSBY RICHARDS

POST OFFICE: [UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND]

JAMES HODGSON

COMMUNICATIONS SATELLITE CORPORATION [UNITED STATES OF AMERICA]

JOSEPH V CHARYK

FOR THE GOVERNMENT OF THE VATICAN CITY STATE:

MARIO PERESSIN

VENEZUELAN TELEPHONE COMPANY (COMPAÑÍA ANÓNIMA NACIONAL TELÉFONOS DE VENEZUELA):

JACOBO AEPLI

FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM:

BUI-DIEM

FOR THE GOVERNMENT OF YEMEN ARAB REPUBLIC:

YAYHA H. GEGHMAN

COMMUNITY OF THE YUGOSLAV POSTS, TELEGRAPHS AND TELEPHONES:

P VASILJEVIĆ

ADMINISTRATION FOR POST, TELEGRAPH AND TELEPHONE OF TUNISIA.

GHEZAL

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA.

DONGJO KIM
Aug. 24th 1971

FOR THE GOVERNMENT OF TURKEY

MELIH ESENBEL
Sept. 10, 1971

FOR THE GOVERNMENT OF LUXEMBOURG

sous réserve de ratification
JEAN WAGNER
28 septembre 1971

FOR THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS.

Sous réserve de ratification
October 13th 1971
R B VAN LYNDEN

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT·

subject to ratification
ASHRAF GHORBAL
20–october 1971

FOR THE GOVERNMENT OF MEXICO:

Subject to ratification
RAFAEL DE LA COLINA
November 4th, 1971

COMPAÑÍA NICARAGÜENSE DE TELECOMUNICACIONES POR SATÉLITE: [NICARAGUA]

GUILLERMO SEVILLA-SACASA
November 12th 1971

INSTITUTO COSTARRICENSE DE ELECTRICIDAD· [COSTA RICA]

R SUAREZ M.
Dec. 9, 1971

TIAS 7532

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ADMINISTRATION OF POSTS AND TELEGRAPHS OF FINLAND·

OLAVI MUNKKI
Dec 15th 1971

OVERSEAS COMMUNICATIONS SERVICE, MINISTRY OF COMMUNICATIONS, GOVERNMENT OF INDIA.

L. K. JHA
Dec 23, 1971

POSTMASTER-GENERAL OF NEW ZEALAND·

FRANK CORNER
5 January 1972

FEDERAL MINISTRY FOR POST AND TELECOMMUNICATION [FEDERAL REPUBLIC OF GERMANY]

DR. H. PAUSCH
Jan. 12, 1972

RÉGIE DES TÉLÉGRAPHES ET DES TÉLÉPHONES. [BELGIUM]

"Sous réserve de ratification"
G. BAUDRIN
13 Janvier 1972

EAST AFRICAN EXTERNAL TELECOMMUNICATIONS COMPANY LIMITED· [TANZANIA UGANDA]

H Z E RAMOGO
19th January, 1972

FOR THE GOVERNMENT OF ICELAND·

GUDMUNDUR I. GUDMUNDSSON February 14th 1972

DEPARTMENT OF POSTS AND TELEGRAPHS. [IRELAND]

W WARNOCK
February 18, 1972

TELECOMMUNICATIONS DEPARTMENT, MALAYSIA.

S W MAH
February 22, 1972

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF CAMEROON

F X TCHOUNGUI
8 Mars 1972

FOR THE GOVERNMENT OF FRANCE:

CHARLES LUCET
March 27th 1972

FOR THE GOVERNMENT OF AUSTRIA.

Subject to ratification
K. GRUBER
5. IV 72

FOR SOCIÉTÉ DES TÉLÉCOMMUNICATIONS INTERNATIONALES GABONAISES (T.I.G.)

A. NDIAYE
20 avril 1972

FOR THE GOVERNMENT OF THE GOVERNMENT OF THE PRINCIPALITY OF MONACO·

DR. CHARLES SCHERTENLEIB
le 1er mai 1972

SWEDISH TELECOMMUNICATIONS ADMINISTRATION

HUBERT DE BESCHE
May 19, 1972.

FOR THE GOVERNMENT OF SAUDI ARABIA.

IBRAHIM Al-SOWAYEL [Romanization]
8/24, 1972

NIGERIA'S MINISTRY OF COMMUNICATIONS AND THE NIGERIAN EXTERNAL TELECOMMUNICATIONS LIMITED·

J. M. GARBA
25th October, 1972

FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA.

U G MWILA M. P
1st Nov 1972

JAMAICA INTERNATIONAL TELECOMMUNICATIONS LIMITED (JAMINTEL)

DOUGLAS V FLETCHER
December 14th 1972

MULTILATERAL

International Organization of Legal Metrology

Convention done at Paris October 12, 1955, as amended in 1968.
Accession advised by the Senate of the United States of America August 11, 1972;
Accession approved by the President of the United States of America August 28, 1972;
Accession of the United States of America deposited with France at Paris September 22, 1972;
Proclaimed by the President of the United States of America December 12, 1972;
Entered into force with respect to the United States of America October 22, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention Establishing an International Organization of Legal Metrology was done at Paris on October 12, 1955 and amended in 1968, a certified copy of which is hereto annexed;

The Senate of the United States of America by its resolution of August 11, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to accession to the Convention as amended;

On August 28, 1972 the President of the United States of America approved accession to the Convention as amended;

The United States of America deposited its instrument of accession on September 22, 1972, in accordance with the provisions of Article XXXIII of the Convention;

Pursuant to the provisions of Article XXXIV, the Convention as amended entered into force for the United States of America on October 22, 1972, thirty days after the deposit of its instrument of accession;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention as amended, to the end that it shall be observed and fulfilled with good faith on and after October 22, 1972 by the United States of

America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twelfth day of December in the year of our Lord one thousand nine hundred seventy-two and of the Independence of the United States of America the one hundred ninety-seventh.

[SEAL]

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

ORGANISATION INTERNATIONALE DE MÉTROLOGIE LÉGALE

BUREAU INTERNATIONAL DE MÉTROLOGIE LÉGALE
11, RUE TURGOT—PARIS IXe—FRANCE

CONVENTION INSTITUANT UNE ORGANISATION INTERNATIONALE DE MÉTROLOGIE LÉGALE

Signée à Paris, le 12 octobre 1955

Modifiée en 1968 par amendement de l'Article XIII
(Conformément aux dispositions de l'Article XXXIX)

CONVENTION INSTITUANT UNE ORGANISATION INTERNATIONALE DE MÉTROLOGIE LÉGALE

Les Etats parties à la présente Convention, désireux de résoudre sur le plan international les problèmes techniques et administratifs posés par l'emploi des instruments de mesure et conscients de l'importance d'une coordination de leurs efforts pour y parvenir, sont convenus de créer une Organisation internationale de Métrologie légale définie ainsi qu'il suit:

TITRE PREMIER

OBJET DE L'ORGANISATION

ARTICLE PREMIER

Il est institué une Organisation internationale de Métrologie légale. Cette organisation a pour objet:

1° de former un centre de documentation et d'information:

—d'une part, sur les différents services nationaux s'occupant de la vérification et du contrôle des instruments de mesure soumis ou pouvant être soumis à une réglementation légale;

—d'autre part, sur lesdits instruments de mesure envisagés du point de vue de leur conception, de leur construction et de leur utilisation;

2° de traduire et d'éditer les textes des prescriptions légales sur les instruments de mesure et leur utilisation, en vigueur dans les différents Etats, avec tous commentaires basés sur le droit constitutionnel et le droit administratif de ces Etats, nécessaires à la complète compréhension de ces prescriptions;

3° de déterminer les principes généraux de la métrologie légale;

4° d'étudier, dans un but d'unification des méthodes et des règlements, les problèmes de caractère législatif et réglementaire de métrologie légale dont la solution est d'intérêt international;

5° d'établir un projet de loi et de règlement types sur les instruments de mesure et leur utilisation;

6° d'élaborer un projet d'organisation matérielle d'un service type de vérification et de contrôle des instruments de mesure;

7° de fixer les caractéristiques et les qualités nécessaires et suffisantes auxquelles doivent répondre les instruments de mesure pour qu'ils soient approuvés par les Etats membres et pour que leur emploi puisse être recommandé sur le plan international;

8° de favoriser les relations entre les services des Poids et Mesures ou autres services chargés de la métrologie légale de chacun des Etats membres de l'Organisation.

TITRE II

CONSTITUTION DE L'ORGANISATION

ARTICLE II

Sont membres de l'Organisation les Etats parties à la présente Convention.

ARTICLE III

L'Organisation comprend:

—une Conférence internationale de Métrologie légale,
—un Comité international de Métrologie légale,
—un Bureau international de Métrologie légale,

dont il est traité ci-après.

Conférence internationale de Métrologie légale

ARTICLE IV

La Conférence a pour objet:

1° d'étudier les questions concernant les buts de l'Organisation et de prendre toutes décisions à leur sujet;

2° d'assurer la constitution des organismes directeurs appelés à exécuter les travaux de l'Organisation.

3° d'étudier et de sanctionner les rapports fournis en conclusion de leurs travaux par les divers organismes de métrologie légale créés conformément à la présente Convention.

Toutes les questions qui touchent à la législation et à l'administration propres d'un Etat particulier sont exclues du ressort de la Conférence, sauf demande expresse de cet Etat.

ARTICLE V

Les Etats parties à la présente Convention font partie de la Conférence à titre de membres, y sont représentés comme il est prévu à l'article VII et sont soumis aux obligations définies par la Convention.

Indépendamment des membres, peuvent faire partie de la Conférence en qualité de Correspondants:

1° les Etats ou les territoires qui ne peuvent ou ne désirent pas encore être parties à la Convention;

2° les Unions internationales pursuivant une activité connexe à celle de l'Organisation.

Les Correspondants ne sont pas représentés à la Conférence, mais ils peuvent y déléguer des observateurs ayant simplement voix consultative. Ils n'ont pas à verser les cotisations des Etats membres mais ils doivent supporter les frais de prestation des services qu'ils peuvent demander et les frais d'abonnement aux publications de l'Organisation.

ARTICLE VI

Les Etats membres s'engagent à fournir à la Conférence toute la documentation en leur possession qui, à leur avis, peut permettre à l'Organisation de mener à bien les tâches qui lue incombent.

ARTICLE VII

Les Etats membres délèguent aux réunions de la Conférence des représentants officiels au nombre maximum de trois. Autant que possible, l'un d'eux doit être dans son pays un fonctionnaire, encore en activité, du service des Poids et Mesures ou d'un autre service s'occupant de métrologie légale.

Un seul d'entre eux a droit de vote.

Ces délégués n'ont pas à être munis des (pleins pouvoirs) sauf, à la demande du Comité, dans des cas exceptionnels et pour des questions bien déterminées.

Chaque Etat supporte les frais relatifs à sa représentation au sein de la Conférence.

Les membres du Comité qui ne seraient pas délégués par leur Gouvernement ont le droit de prendre part aux réunions avec voix consultative.

ARTICLE VIII

La Conférence décide des Recommandations à faire pour une action commune des Etats membres dans les domaines désignés à l'article 1er.

Les décisions de la Conférence ne peuvent devenir applicables que si le nombre d'Etats membres présents est au moins égal aux deux tiers du nombre total d'Etats membres et si elles ont recueilli au minimum les quatre cinquièmes des suffrages exprimés. Le nombre des suffrages exprimés doit être au moins égal aux quatre cinquièmes du nombre des Etats membre présents.

Ne sont pas considérés comme suffrages exprimés les abstentions et les votes blancs ou nuls.

Les décisions sont immédiatement communiquées pour information, étude et recommandation, aux Etats membres.

Ceux-ci prennent l'engagement moral de mettre ces décisions en application dans toute la mesure du possible.

Toutefois, pour tout vote concernant l'organisation, la gestion, l'administration, le règlement intérieur de la Conférence, du Comité, du Bureau et toute question analogue, la majorité absolue est suffisante pour rendre immédiatement exécutoire la décision envisagée, le

nombre minimum des membres présents et celui des suffrages exprimés étant les mêmes que ci-dessus. La voix de l'Etat membre dont le délégué occupe la présidence est prépondérante en cas d'égalité dans le partage des voix.

ARTICLE IX

La Conférence élit dans son sein, pour la durée de chacune de ses sessions, un Président et deux Vice-Présidents auxquels est adjoint, à titre de secrétaire, le Directeur du Bureau.

ARTICLE X

La Conférence se réunit au moins tous les six ans sur convocation du Président du Comité ou, en cas d'empêchement, sur celle du Directeur du Bureau si celui-ci est saisi d'une demande émanant de la moitié au moins des membres du Comité.

Elle fixe, à l'issue de ses travaux, le lieu et la date de sa prochaine réunion ou bien donne délégation au Comité à cet effet.

ARTICLE XI

La langue officielle de l'Organisation est la langue française.

Toutefois, la Conférence pourra prévoir l'emploi d'une ou de plusieurs autres langues pour les travaux et les débats.

Comité international de Métrologie légale

ARTICLE XII

Les tâches prévues à l'article 1er sont entreprises et poursuivies par un Comité international de Métrologie légale, organe de travail de la Conférence.

ARTICLE XIII

Le Comité se compose d'un représentant de chacun des Etats-membres de l'Organisation.

Ces Représentants sont désignés par le Gouvernement de leur Pays.

Ils doivent être des fonctionnaires, en activité, du Service s'occupant des instruments de mesure ou avoir des fonctions officielles actives dans le domaine de la métrologie légale.

Ils cessent d'être Membres du Comité dès qu'ils ne répondent plus aux conditions ci-dessus et il appartient alors aux Gouvernements intéressés de désigner leurs remplaçants.

Ils font bénéficier le Comité de leur expérience, de leurs conseils et de leurs travaux, mais n'engagent ni leur Gouvernement, ni leur Administration.

Les membres du Comité prennent part de droit aux réunions de la Conférence avec voix consultative. Ils peuvent être l'un des délégués de leur Gouvernement à la Conférence.

Le Président peut inviter aux réunions du Comité, avec voix consultative, toute personne dont le concours lui paraît utile.

ARTICLE XIV

Les personnes physiques ayant joué un rôle dans la science ou l'industrie métrologiques ou les anciens membres du Comité peuvent, par décision de ce Comité, recevoir le titre de membre d'honneur. Ils peuvent assister aux réunions avec voix consultative.

ARTICLE XV

Le Comité choisit dans son sein un Président, un premier et un deuxième Vice-Présidents qui sont élus pour une période de six ans et qui sont rééligibles. Toutefois, si leur mandat vient à échéance dans l'intervalle séparant deux sessions du Comité, il sera automatiquement prorogé jusqu'à la deuxième de ces sessions.

Le Directeur du Bureau leur est adjoint à titre de secrétaire.

Le Comité peut déléguer certaines de ses fonctions à son Président.

Le Président remplit les tâches qui lui sont déléguées par le Comité et remplace celui-ci pour les décisions urgentes. Il porte ces décisions à la connaissance des membres du Comité et leur en rend compte dans les moindres délais.

Lorsque des questions d'intérêt commun au Comité et à des Organisations connexes sont susceptibles de se poser, le President représente le Comité auprès de ces organisations.

En cas d'absence, d'empêchement, de cessation de mandat, de démission ou de décès du Président, l'intérim est assumé par le premier Vice-Président.

ARTICLE XVI

Le Comité se réunit au moins tous les deux ans sur convocation de son Président ou, en cas d'empêchement, sur celle du Directeur du Bureau si celui-ci est saisi d'une demande émanant de la moitié au moins des membres du Comité.

Sauf motif particulier, les sessions normales ont lieu dans le pays où siège le Bureau.

Cependant, des réunions d'information peuvent être tenues sur le territoire des divers Etats membres.

ARTICLE XVII

Les membres du Comité empêchés d'assister à une réunion peuvent déléguer leur voix à un de leurs collègues qui est alors leur représentant. Dans ce cas, un même membre ne peut cumuler avec la sienne plus de deux autres voix.

Les décisions ne sont valables que si le nombre des présents et des représentés est au moins égal aux trois quarts du nombre des personnalités désignées comme membres du Comité et si le projet a recueilli au minimum les quatre cinquièmes des suffrages exprimés. Le nombre des suffrages exprimés doit être au moins égal aux quatre cinquièmes du nombre des présents et des représentés à la session.

Ne sont pas considérés comme suffrages exprimés les abstentions et les votes blancs ou nuls.

Dans l'intervalle des sessions, et pour certains cas spéciaux, le Comité peut délibérer par correspondance.

Les résolutions prises sous cette forme ne sont valables que si tous les membres du Comité ont été appelés à émettre leur avis et si les résolutions ont été approuvées à l'unanimité des suffrages exprimés, à la condition que le nombre des suffrages exprimés soit au moins égal aux deux tiers du nombre des membres désignés.

Ne sont pas considérés comme suffrages exprimés les abstentions et les votes blancs ou nuls. L'absence de réponse dans les délais fixés par le Président est jugée comme équivalant à une abstention.

Article XVIII

Le Comité confie les études spéciales, les recherches expérimentales et les travaux de laboratoire aux Services compétents des Etats membres, après avoir obtenu leur accord formel préalable. Si ces tâches nécessitent certaines dépenses, l'accord spécifie dans quelles proportions ces dépenses sont supportées par l'Organisation.

Le Directeur du Bureau coordonne et rassemble l'ensemble des travaux.

Le Comité peut confier certaines tâches, à titre permanent ou temporaire, à des groupes de travail ou à des experts techniques ou juridiques opérant suivant des modalités qu'il aura fixées. Si ces tâches nécessitent certaines rémunérations ou indemnisations, le Comité en fixera le montant.

Le Directeur du Bureau assume le Secrétariat de ces groupes de travail ou de ces groupes d'experts.

Bureau international de Métrologie légale

Article XIX

Le fonctionnement de la Conférence et du Comité est assumé par le Bureau international de Métrologie légale, placé sous la direction et le contrôle du Comité.

Le Bureau est chargé de préparer les réunions de la Conférence et du Comité, d'établir la liaison entre les différents membres de ces organismes et d'entretenir les relations avec les Etats membres ou avec les Correspondants et leur intéressés.

Il est également chargé de l'exécution des études et des travaux définis à l'article 1er ainsi que de l'établissement des procès-verbaux et de l'édition d'un bulletin qui est envoyé gratuitement aux Etats membres.

Il constitue le centre de documentation et d'information prévu à l'article 1er.

Le Comité et le Bureau assument l'exécution des décisions de la Conférence.

Le Bureau n'effectue ni recherches expérimentales, ni travaux de laboratoire. Il peut cependant, disposer de salles de démonstration

convenablement équipées pour étudier le mode de construction et de fonctionnement de certains appareils.

ARTICLE XX

Le Bureau a son siège administratif en France.

ARTICLE XXI

Le personnel du Bureau comprend un Directeur et des collaborateurs nommés par le Comité ainsi que des employés ou agents à titre permanent ou temporaire recrutés par le Directeur.

Le personnel du Bureau et, s'il y a lieu, les experts visés à l'article XVIII, sont rétribués. Ils reçoivent soit des traitements ou des salaires, soit des indemnités dont le montant est fixé par le Comité.

Les statuts du Directeur, des collaborateurs et des employés ou agents sont déterminés par le Comité, notamment en ce qui concerne les conditions de recrutement, de travail, de discipline, de retraite.

La nomination, le licenciement ou la révocation des agents et des employés du Bureau sont prononcés par le Directeur, sauf en ce qui concerne les collaborateurs désignés par le Comité, lesquels ne peuvent faire l'objet des mêmes mesures que par décision du Comité.

ARTICLE XXII

Le Directeur assume le fonctionnement du Bureau sous le contrôle et les directives du Comité devant lequel il est responsable et auquel il doit présenter, à chaque session ordinaire, un compte rendu de gestion.

Le Directeur perçoit les recettes, prépare le budget, engage et mandate toutes les dépenses de personnel et de matériel, gère les fonds de trésorerie.

Le Directeur est, de droit, secrétaire de la Conférence et du Comité.

ARTICLE XXIII

Les Gouvernements des Etats membres déclarent que le Bureau est reconnu d'utilité publique, qu'il est doté de la personnalité civile et que, d'une manière générale, il bénéfice des privilèges et facilités communément accordés aux Institutions intergouvernementales par la législation en vigueur dans chacun des Etats membres.

TITRE III

DISPOSITIONS FINANCIÈRES

ARTICLE XXIV

La Conférence, pour une période financière égale à l'intervalle de ses sessions, décide:

— du montant global des crédits nécessaires pour couvrir les dépenses de fonctionnement de l'Organisation;

— du montant annuel des crédits à placer en réserve pour faire face à des dépenses extraordinaires obligatoires et assurer l'exécution du budget en cas d'insuffisance de recettes.

Les crédits sont chiffrés en francs-or. La parité entre le franc-or et le franc français est celle qui est indiquée par la Banque de France.

Pendant la période financière, le Comité peut en appeler aux Etats membres s'il juge qu'une augmentation de crédits est nécessaire pour faire face aux tâches de l'Organisation ou à une variation des conditions économiques.

Si, à l'expiration de la période financière, la Conférence ne s'est pas réunie ou si elle n'a pu délibérer valablement, la période financière est prorogée jusqu'à la session valable suivante. Les crédits primitivement accordés sont augmentés proportionnellement à la durée de cette prorogation.

Pendant la période financière, le Comité fixe, dans la limite des crédits accordés, le montant des dépenses de fonctionnement relatives à des exercices budgétaires de durée égale à l'intervalle de ses sessions. Il contrôle le placement des fonds disponibles.

Si, à l'expiration de l'exercice budgétaire, le Comité ne s'est pas réuni ou s'il n'a pu délibérer valablement, le Président et le Directeur du Bureau décident de la reconduction, jusqu'à la prochaine session valable, de tout ou partie du budget de l'exercice arrivé à échéance.

ARTICLE XXV

Le Directeur du Bureau est autorisé à engager et à régler de sa propre autorité les dépenses de fonctionnement de l'Organisation.

Il ne peut:

— régler des dépenses extraordinaires;

— prélever sur les crédits de réserve les fonds nécessaires pour assurer l'exécution du budget en cas d'insuffisance de recettes,

qu'après avoir obtenu l'accord du Président du Comité.

Les excédents budgétaires demeurent utilisables pendant toute la période financière.

La gestion budgétaire du Directeur doit être soumise au Comité qui la vérifie à chacune de ses sessions.

A l'expiration de la période financière, le Comité soumet au contrôle de la Conférence un bilan de gestion.

La Conférence fixe la destination à donner aux excédents budgétaires. Le montant de ces excédents pourra venir en déduction des contributions des Etats membres ou s'ajouter aux crédits placés en réserve.

ARTICLE XXVI

Les dépenses de l'Organisation sont couvertes:

1° par une contribution annuelle des Etats membres.

Le total des parts contributives pour une période financière est déterminé d'après le montant des crédits accordés par la Conférence, compte tenu d'une évaluation des recettes des postes 2° et 5° ci-après.

En vue de la détermination des parts respectives, les États membres sont répartis en quatre classes d'après la population totale de la métropole et les territoires qu'ils ont déclaré représenter:

Classe 1. — Population inférieure ou égale à 10 millions d'habitants;

Classe 2. — Population comprise entre 10 millions exclus et 40 millions inclus;

Classe 3. — Population comprise entre 40 millions exclus et 100 millions inclus;

Classe 4. — Population supérieure à 100 millions.

Le chiffre de population est arrondi au nombre entier de millions inférieur.

Lorsque dans un Etat le degré d'utilisation des instruments de mesure est nettement inférieur à la moyenne, cet Etat peut demander à être placé dans une classe inférieure à celle que lui assigne sa population.

Suivant les classes, les parts sont proportionnelles à 1, 2, 4 et 8.

La part contributive d'un Etat membre est répartie également sur toutes les années de la période financière pour déterminer sa contribution annuelle.

Afin de constituer dès l'origine un volant de sécurité destiné à amortir les fluctuations des rentrées de recettes, les Etats membres consentent des avances sur leurs cotisations annuelles à venir. Le montant de ces avances et leur durée sont fixés par la Conférence.

Si, à l'expiration de la période financière, la Conférence ne s'est pas réunie ou n'a pu délibérer valablement, les contributions annuelles sont prorogées aux mêmes taux jusqu'à une session valable de la Conférence;

2° par le produit de la vente des publications et le produit des prestations de services aux Correspondants;

3° par les revenus du placement des sommes constituant les fonds de trésorerie;

4° par les contributions pour la période financière en cours et les droits d'entrée des nouveaux Etats adhérents — par les contributions rétroactives et les droits d'entrée des Etats membres réintégrés — par les contributions arriérées des Etats membres reprenant leurs versements après les avoir interrompus;

5° par des subventions, souscriptions, dons ou legs et des recettes diverses.

Pour permettre des travaux spéciaux, des subventions extraordinaires peuvent être allouées par certains Etats membres. Elles ne sont pas comprises dans le budget général et il en sera tenu des comptes particuliers.

Les contributions annuelles sont établies en francs-or. Elles sont payées en francs français ou en toutes devises convertibles. La parité entre le franc-or et le franc français est celle qui est indiquée par la Banque de France, le taux applicable étant le taux au jour du versement.

Elles sont versées en début d'année au Directeur du Bureau.

Le Comité établira un règlement financier basé sur les prescriptions générales des articles XXIV à XXVI ci-dessus.

ARTICLE XXVIII

Un Etat qui devient membre de l'Organisation au cours de l'une des périodes prévues à l'article XXVI est lié jusqu'à expiration de celle-ci et se trouve soumis, dès son adhésion, aux mêmes obligations que les membres déjà existants.

Un nouvel Etat membre devient copropriétaire des biens de l'Organisation et doit verser, de ce fait, un droit d'entrée fixé par la Conférence.

Sa cotisation annuelle sera calculée comme s'il adhérait le 1er janvier de l'année suivant celle du dépôt des instruments d'adhésion ou de ratification. Son versement pour l'année en cours sera d'autant de douzièmes de sa cotisation qu'il reste de mois à couvrir. Ce versement ne changera pas les cotisations prévues au titre de l'année en cours pour les autres membres.

ARTICLE XXIX

Tout Etat membre qui n'a pas acquitté ses cotisations pendant trois années consécutives est d'office considéré comme démissionnaire et radié de la liste des Etats membres.

Toutefois la situation de certains Etats membres qui se trouveraient dans une période de difficultés financières et ne pourraient momentanément faire face à leurs obligations sera examinée par la Conférence qui pourra, dans certains cas, leur accorder des délais ou des remises.

L'insuffisance des recettes résultant de la radiation d'un Etat membre est compensée par un prélèvement sur les crédits de réserve constitués comme il est indiqué à l'article XXIV.

Les Etats membres volontairement démissionnaires et les Etats membres démissionnaires d'office perdent tout droit de copropriété sur la totalité des biens de l'Organisation.

ARTICLE XXX

Un Etat membre volontairement démissionnaire peut être réintégré sur sa simple demande. Il est considéré alors comme un nouvel Etat membre, mais le droit d'entrée n'est exigible que si sa démission date de plus de cinq ans.

Un Etat membre démissionnaire d'office peut être réintégré sur sa simple demande sous réserve du règlement de ses cotisations impayées au moment de sa radiation. Ces cotisations rétroactives sont calculées sur la base des cotisations des années antérieures à sa réintégration. Il est ensuite considéré comme un nouvel Etat membre, mais le droit d'entrée est calculé en tenant compte, dans des proportions fixées par la Conférence, de ses cotisations antérieures.

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ARTICLE XXXI

En cas de dissolution de l'Organisation, l'actif sera, sous réserve de tout accord qui pourra être passé entre les Etats membres qui sont en règle de leurs cotisations à la date de la dissolution et sous réserve des droits contractuels ou acquis du personnel en activité de service ou en retraite, réparti entre les Etats proportionnellement au total de leurs cotisations antérieures.

TITRE IV

DISPOSITIONS GÉNÉRALES

ARTICLE XXXII

La présente Convention restera ouverte à la signature jusqu'au 31 décembre 1955 au Ministère des Affaires étrangères de la République française.

Elle sera ratifiée.

Les instruments de ratification seront déposés auprès du Gouvernement de la République française qui notifiera la date de ce dépôt à chacun des Etats signataires.

ARTICLE XXXIII

Les Etats qui n'auront pas signé la Convention pourront y adhérer à l'expiration du délai prévu par l'article XXXII.

Les instruments d'adhésion seront déposés auprès du Gouvernement de la République française qui notifiera la date de ce dépôt à tous les Gouvernements signataires et adhérents.

ARTICLE XXXIV

La présente Convention entrera en vigueur trente jours après le dépôt du seizième instrument de ratification ou d'adhésion (*).

Elle entrera en vigueur, pour chaque Etat qui la ratifie ou y adhère après cette date, trente jours après le dépôt de son instrument de ratification ou d'adhésion.

Le Gouvernement de la République française notifiera à chacune des Parties contractantes la date d'entrée en vigueur de la Convention.

ARTICLE XXXV

Tout Etat peut, au moment de la signature, de la ratification ou à tout autre moment, déclarer, par notification adressée au Gouvernement de la République française, que la présente Convention est applicable à tout ou partie des territoires qu'il représente sur le plan international.

(*) Formalité remplie le 28 mai 1958.

La présente Convention s'appliquera au territoire ou aux territoires désignés dans la notification à partir du trentième jour qui suit la date à laquelle le Gouvernement de la République française aura reçu la notification.

Le Gouvernement de la République française transmettra cette notification aux autres Gouvernements.

ARTICLE XXXVI

La présente Convention est conclue pour une période de douze années à compter de sa première entrée en vigueur.

Elle restera par la suite en vigueur pour une période de six ans et ainsi de suite entre les Parties contractantes qui ne l'auront pas dénoncée six mois au moins avant l'expiration du terme.

La dénonciation se fera par notification écrite adressée au Gouvernement de la République française qui en avisera les Parties contractantes.

ARTICLE XXXVII

L'Organisation pourra être dissoute par décision de la Conférence, pour autant que les délégués soient, au moment du vote, munis des (pleins pouvoirs) à cet effet.

ARTICLE XXXVIII

Si le nombre des parties à la présente Convention se trouve ramené à moins de seize, la Conférence pourra consulter les Etats membres sur le point de savoir s'il y a lieu de considérer la Convention comme caduque.

*ARTICLE XXXIX

La Conférence peut recommander aux Parties contractantes des amendements à la présente Convention.

Toute Partie contractante acceptant un amendement notifiera par écrit son acceptation au Gouvernement de la République française qui avisera les autres Parties contractantes de la réception de la notification d'acceptation.

Un amendement entrera en vigueur trois mois après que les notifications d'acceptation de toutes les Parties contractantes auront été reçues par le Gouvernement de la République française. Lorsqu'un amendement aura été ainsi accepté par toutes les Parties contractantes, le Gouvernement de la République française en avisera toutes les autres Parties contractantes ainsi que les Gouvernements signataires en leur faisant connaître la date de son entrée en vigueur.

Après l'entrée en vigueur d'un amendement, aucun Gouvernement ne pourra ratifier la présente Convention ou y adhérer sans accepter également cet amendement.

ARTICLE XL

La présente Convention sera rédigée en langue française en un seul original, qui sera déposé dans les archives du Gouvernement de la République française qui en délivrera des copies certifiées conformes à tous les Gouvernements signataires et adhérents.

PARIS, *le 12 octobre 1955*
(modifiée en janvier 1968 par amendement de l'Article XIII)

Le Ministre Plénipotentiaire
Directeur des Archives Diplomatiques

Signé: J LALOY

Translation

CONVENTION ESTABLISHING AN INTERNATIONAL ORGANIZATION OF LEGAL METROLOGY

Done at Paris, France, on October 12, 1955

Amended in 1968 by amendment of Article XIII
(In accordance with the provisions of Article XXXIX)

CONVENTION ESTABLISHING AN INTERNATIONAL ORGANIZATION OF LEGAL METROLOGY

The States Parties to the present Convention, wishing to resolve internationally the technical and administrative problems raised by the use of measuring instruments and aware of the importance of co-ordinating their efforts in order to achieve this end, have agreed to create an International Organization of Legal Metrology defined as follows:

CHAPTER I

PURPOSE OF THE ORGANIZATION

ARTICLE I

An International Organization of Legal Metrology is hereby established.

The purpose of this Organization is to:

1. Set up a center for documentation and information:

   On the one hand, on the different national services concerned with the inspection and checking of measuring instruments subject or liable to be subject to legal regulation,

   On the other hand, on the aforementioned measuring instruments considered from the standpoint of their conception, construction and use;
2. Translate and edit the texts of legal requirements for measuring instruments and their use in force in the different States, with all the interpretations stemming from the constitutional and administrative law of those States which are necessary for the complete understanding of such requirements;
3. Determine the general principles of legal metrology;
4. Study, with a view to the unification of methods and regulations, the problems of legal metrology, of a legislative and regulatory character, the solution of which is of international interest;
5. Establish model draft laws and regulations for measuring instruments and their use;
6. Draw up an organisational plan for a model service for the inspection and checking of measuring instruments;
7. Determine the necessary and adequate characteristics and stand ards to which measuring instruments must conform in order for them to be approved by Member States and for their use to be recommended internationally;

8. Promote closer relations between the Weights and Measures services or other services responsible for legal metrology in each of the Member States of the Organization.

CHAPTER II

CONSTITUTION OF THE ORGANIZATION

ARTICLE II

The State Parties to the present Convention shall be Members of the Organization.

ARTICLE III

The Organization shall comprise:

an International Conference on Legal Metrology,
an International Committee of Legal Metrology,
an International Bureau of Legal Metrology,

which are dealt with below.

International Conference on Legal Metrology

ARTICLE IV

The purpose of the Conference shall be to:

1. Study questions concerning the aims of the Organization and to take all decisions with respect thereto;
2. Ensure the establishment of the directing bodies called upon to carry out the work of the Organization;
3. Study and approve the reports submitted upon conclusion of their work by the various legal metrological bodies set up in conformity with the present Convention.

All questions which concern the legislation and administration of a particular State shall be excluded from the competence of the Conference, except at the express request of that State.

ARTICLE V

The States Parties to the present Convention shall belong to the Conference as Members, shall be represented therein as laid down in Article VII and shall be subject to the obligations defined by this Convention.

Aside from the Members, the following may take part in the Conference as Corresponding Members:

1. States or territories which cannot or do not yet wish to become parties to the Convention;
2. International Unions pursuing an activity connected with that of the Organization.

Corresponding Members may not be represented at the Conference but may appoint observers to it in a purely advisory capacity. They shall not pay subscriptions as Member States, but they shall bear the

cost of providing such services as they may request and the cost of subscriptions to publications of the Organization.

ARTICLE VI

Member States undertake to provide the Conference with all documentation in their possession which, in their opinion, will enable the Organization to carry out the tasks entrusted to it.

ARTICLE VII

Member States will delegate a maximum of three official representatives to meetings of the Conference. In so far as possible one of them shall be an official employed in his country in the Weights and Measures or other service dealing with legal metrology.

Only one of them may vote.

These delegates need not be provided with "Full Powers" except at the request of the Committee in exceptional cases and for matters clearly defined.

Each State shall bear the costs arising out of its representation at the Conference.

Members of the Committee not appointed by their Governments shall have the right to take part in meetings in an advisory capacity.

ARTICLE VIII

The Conference shall decide on recommendations to be made for common action by Member States in the fields specified in Article I.

Decisions of the Conference may become effective only if the number of Member States present is at least two-thirds of the total number of Member States and if they have received a minimum of four-fifths of the votes cast. The number of votes cast shall be at least four-fifths of the number of Member States present.

Abstentions and blank or null votes shall not be considered as votes cast.

Decisions shall immediately be communicated, for information, consideration and recommendation, to the Member States.

The latter are morally obligated to implement such decisions in so far as possible.

However, for all votes concerning the organization, management, administration, and rules of procedure of the Conference, the Committee and the Bureau and all analogous matters, an absolute majority shall suffice to give immediate effect to the decision in question, the minimum number of Members present and of votes cast being the same as above. The vote of the Member State whose delegate is in the chair shall be decisive in the event of a tie.

ARTICLE IX

The Conference shall elect from among its members, for the duration of each of its sessions, a President and two Vice-Presidents, assisted by the Director of the Bureau, as secretary.

ARTICLE X

The Conference shall be convened at least every six years by the President of the Committee or, if he is unable to do so, by the Director of the Bureau if the latter receives a request therefor from at least half the members of the Committee.

The Conference shall fix, at the end of its work, the place and date of its next meeting or shall delegate this responsibility to the Committee.

ARTICLE XI

The official language of the Organization shall be French.

However, the Conference may provide for the use of one or several other languages for its work and proceedings.

International Committee of Legal Metrology

ARTICLE XII

The tasks specified in Article I shall be undertaken and carried out by an International Committee of Legal Metrology, the working body of the Conference.

ARTICLE XIII

The Committee shall consist of one representative of each of the Member States of the Organization.

Those representatives shall be appointed by the Governments of their countries.

They shall be officials employed in the Service concerned with measuring instruments or individuals having official duties in the field of legal metrology.

They shall cease to be members of the Committee as soon as they cease to comply with the above conditions, and it shall then rest with the Governments concerned to appoint their replacements.

They shall give the Committee the benefit of their experience, advice and work, but shall not commit their Government or their Administration.

Members of the Committee shall take part of right and as advisers in meetings of the Conference. They may be one of the delegates of their Government to the Conference.

The President may invite to meetings of the Committee, as an adviser, any person whose attendance appears to him of use.

ARTICLE XIV

Individuals who have played a role in metrological science or industry or former members of the Committee may, by decision of the Committee, receive the title of Honorary Member. They may take part in meetings in an advisory capacity.

ARTICLE XV

The Committee shall select from among its members a President, a first, and a second Vice-President who shall be elected for a period of six years and shall be eligible for re-election. However, should their mandate expire in the interval between two sessions, it shall automatically be extended until the second of those sessions.

The Director of the Bureau shall assist them as secretary.

The Committee may delegate certain of its duties to its President.

The President shall discharge the tasks delegated to him by the Committee and shall replace the Committee when decisions are urgent. He shall bring these decisions to the attention of the members of the Committee and shall report on them in detail.

When questions of common interest to the Committee and related organizations are liable to be raised, the President shall represent the Committee before such organizations.

In the event of the absence, inability to serve, removal from office, resignation or death of the President, his duties shall be temporarily assumed by the first Vice-President.

ARTICLE XVI

The Committee shall be convened at least every two years by the President or, if he is unable to do so, by the Director of the Bureau, if the latter receives a request therefor from at least half the members of the Committee.

Except for special reasons, the regular sessions shall take place in the country where the Bureau has its administrative headquarters.

However, meetings for information purposes may be held in the territory of any of the Member States.

ARTICLE XVII

Committee members unable to attend a meeting may delegate their vote to one of their colleagues who shall then be their representative. In such event, a single member may not have more than two votes in addition to his own.

Decisions shall be valid only if the number of those present and represented is at least three-quarters of the number of persons appointed as members of the Committee and if they are supported by a minimum of four-fifths of the votes cast. The number of votes cast shall be at least four-fifths of the number of those present and represented at the session.

Abstentions, blank and null votes shall not be considered as votes cast.

Between sessions, and in certain special cases, the Committee may deliberate by correspondence.

Resolutions adopted in this way shall be valid only if all members of the Committee have been called upon to give their opinions and if the resolutions have been approved unanimously by all those voting,

on condition that the number of votes cast be at least two-thirds of the number of appointed members.

Abstentions and blank votes or null votes shall not be considered as votes cast. Failure to reply within the time-limit specified by the President shall be considered as an abstention.

ARTICLE XVIII

The Committee shall entrust the special studies, experimental research and laboratory work to the competent services of the Member States, after having first obtained their formal agreement. If such tasks entail certain expenditure, the agreement shall specify what proportion of such expenditure shall be borne by the Organization.

The Director of the Bureau shall co-ordinate and assemble such work.

The Committee may entrust certain tasks, permanently or temporarily, to working groups or to technical or legal experts, acting in accordance with the terms and conditions it has laid down. Should such tasks entail payment of any remuneration or compensation, the amounts shall be determined by the Committee.

The Director of the Bureau shall provide the secretariat for such working groups or groups of experts.

International Bureau of Legal Metrology

ARTICLE XIX

The operation of the Conference and of the Committee shall be ensured by the International Bureau of Legal Metrology, under the direction and control of the Committee.

The Bureau shall be responsible for preparing Conference and Committee meetings, for establishing liaison between the various members of those bodies, and for maintaining relations with the Member States or with the Corresponding Members and their services concerned.

It shall also be responsible for carrying out the studies and work defined under Article I as well as for keeping official records and editing a bulletin, which shall be sent free of charge to Member States.

It shall constitute the documentation and information center provided for under Article I.

The Committee and the Bureau shall be responsible for the implementation of the decisions of the Conference.

The Bureau shall carry out no experimental research or laboratory work. It may, however, have the use of rooms suitably equipped for the study of the form of construction and working of certain apparatus.

ARTICLE XX

The Bureau shall have its administrative headquarters in France.

Article XXI

The personnel of the Bureau shall consist of a Director and assistants appointed by the Committee as well as employees or agents, either permanent or temporary, recruited by the Director.

The personnel of the Bureau and, should the occasion arise, the experts referred to in Article XVIII shall be salaried. They shall receive salaries or wages, or compensation the amount of which shall be determined by the Committee.

The rules and regulations covering the Director, the assistants and the employees or agents shall be determined by the Committee, particularly with respect to conditions of recruitment, work, discipline, and pension.

The appointment, dismissal or removal of the Bureau's agents and employees shall be ordered by the Director, except in so far as regards assistants appointed by the Committee, who may only be subject to such measures by decision of the Committee.

Article XXII

The Director shall be responsible for the working of the Bureau under the control and the direction of the Committee, to whom he shall be responsible and to whom he must present, at each ordinary session, a report on the conduct of business.

The Director shall collect the revenue, prepare the budget, be responsible for all disbursements in respect of personnel and equipment, and control the funds.

The Director shall, by right, be secretary of the Conference and of the Committee.

Article XXIII

The Governments of the Member States declare that the Bureau shall be recognized as being of public utility, that it shall have legal status and that, in general, it shall benefit from the privileges and facilities commonly granted to intergovernmental bodies under the laws in force in each of the Member States.

Chapter III

FINANCIAL PROVISIONS

Article XXIV

For a financial period equal to the interval between its sessions, the Conference shall decide:

The overall amount of credits necessary to cover the Organization's operating expenses;

The annual amount to be placed in reserve to meet emergency expenses, and to ensure the execution of the budget in case of insufficient income.

The credits shall be calculated in gold francs. The parity of the gold franc and the French franc shall be that quoted by the Banque de France.

During the financial period, the Committee may call on Member States if it considers that an increase in credits is necessary in order to meet the obligations of the Organization or because of a change in economic conditions.

If, upon the expiration of the financial period, the Conference has not met or has not been able to hold a valid debate, the financial period shall be extended until the next valid session. The original credits shall be increased in porportion to the duration of this extension.

During the financial period the Committee shall determine, within the credit limits granted, the amount of its operating expenses pertaining to budget periods equal in duration to the interval between its sessions. It shall also supervise the investment of available funds.

If, upon the expiration of the budget year, the Committee has not met or has not been able to hold a valid debate, the President and the Director of the Bureau shall decide upon renewal, until the next valid session, of all or part of the budget for the financial year just ended.

ARTICLE XXV

The Director of the Bureau shall be authorized to undertake and make payments on his own authority in respect of the Organization's operating expenditures.

But he may not:

Pay extraordinary expenses, or

Draw money from the reserve established for the purpose of ensuring the implementation of the budget in the event of insufficient receipts,

without first obtaining the consent of the President of the Committee.

Budget surpluses shall remain available for use throughout the entire financial period.

The Director's management of the budget must be submitted to the Committee which shall examine it at each of its sessions.

Upon the expiration of the financial period, the Committee shall submit the balance sheet of its management to the Conference.

The Conference shall decide what is to be done with any budget surplus. The amount of such surplus may either permit a corresponding reduction in the dues of the Member States or may be added to the reserve funds.

ARTICLE XXVI

The Organization's expenses shall be covered:

(1) By annual contributions of the Member States.

The total contributions for a given financial period shall be determined according to the amount of credits granted by the Conference,

taking into account an evaluation of the receipts referred to in paragraphs 2 to 5 below.

To determine the respective shares of the Member States, the latter are divided into four categories, according to the total population of the home country and territories represented.

Class 1: population of 10 million inhabitants or less;

Class 2: population between 10 million exclusive and 40 million inclusive;

Class 3: population between 40 million exclusive and 100 million inclusive;

Class 4: population of over 100 million.

The population figures are rounded off to the lower million.

When the use of measuring instruments in any State is clearly below the average, the State may apply to be put in a lower category than that assigned to it according to its population.

Depending on the class, contributions are proportional to 1, 2, 4, and 8.

The share of a Member State shall be equally distributed over all the years of a financial period in order to determine its annual contribution.

With a view to establishing a margin of safety from the very beginning in order to compensate for any fluctuations in receipts, the Member States agree to make advances on their future annual dues. The exact amount and duration of such advances shall be determined by the Conference.

If, upon the expiration of the financial period, the Conference has not met or has been unable to hold a valid debate, the annual contributions shall be renewed at the same rates until a valid session can be held.

(2) By proceeds from the sale of publications and proceeds from the rendering of services to Corresponding Members;

(3) By income from the investment of funds;

(4) By contributions for the current financial period and admission fees of new Member States—by retroactive contributions and admission fees of reinstated Member States—by the back dues of Member States resuming their payments after having interrupted them;

(5) By subsidies, subscriptions, donations or legacies and miscellaneous receipts.

To finance special work, extraordinary subsidies may be allotted by certain Member States. They shall not be included in the general budget but shall be placed in special accounts.

Annual contributions shall be calculated in gold francs. They shall be paid in French francs or in any convertible currency. Parity between the gold franc and the French franc shall be that quoted by the Banque de France, the applicable rate being that of the day of payment.

Contributions shall be paid at the beginning of the year to the Director of the Bureau.

ARTICLE XXVII

The Committee shall prepare financial regulations based on the general provisions of Articles XXIV to XXVI above.

ARTICLE XXVIII

A State which becomes a member of the Organization during one of the periods indicated in Article XXVI shall be bound until the expiration of this period and shall be subject, from the time of its accession, to the same obligations as existing Members.

A new Member State shall become joint owner of the property of the Organization and must, therefore, pay an admission fee determined by the Conference.

Its annual contribution shall be calculated as if it had joined on the 1st of January of the year following that of the deposit of its instruments of accession or ratification. Its payment for the current year shall be as many twelfths of its contribution as there are months remaining to the year. This payment shall not modify the contributions laid down for the current year for the other Members.

ARTICLE XXIX

Any Member State which has not paid its contribution for three consecutive years shall be automatically considered as having resigned and shall be struck off the list of Member States.

However, the situation of certain Member States who may find themselves in a period of financial difficulty and may not for the time being be able to meet their obligations shall be examined by the Conference which may, in certain cases, grant them extensions of time or remissions.

Insufficiency of receipts resulting from the removal of a Member State from the list of Member States shall be compensated for by drawing from the reserve funds, constituted as indicated in Article XXIV.

Member States voluntarily resigning and Member States automatically considered as having resigned shall lose all rights of joint ownership of the property of the Organization.

ARTICLE XXX

A Member State which has voluntarily resigned may be readmitted at its own request. It shall then be considered as a new Member State, but the entry fee shall be payable only if its resignation took place more than five years previously.

A Member State automatically regarded as having resigned may be readmitted at its own request, on condition that it settle its unpaid

contributions due at the time it was removed from the list of Member States. Such retroactive contributions shall be calculated on the basis of the contributions for the years prior to its readmission. It shall thereafter be considered a new Member State, but the admission fee shall be calculated by taking its previous contributions into account, in proportions to be fixed by the Conference.

Article XXXI

In the event of the dissolution of the Organization, the assets shall be distributed among all the Member States proportionally to the total amount of their previous dues, subject to any agreement which may be made between those Member States which have paid their dues up to the date of dissolution and to the rights contracted or acquired by personnel in active service or retired.

Chapter IV

GENERAL PROVISIONS

Article XXXII

The present Convention shall remain open for signature until December 31, 1955, at the Ministry of Foreign Affairs of the French Republic.

It shall be ratified.

Instruments of ratification shall be deposited with the Government of the French Republic, which will notify each of the signatory States of the date of their deposit.

Article XXXIII

States which have not signed the Convention may accede to it upon the expiration of the time limit provided for under Article XXXII.

Instruments of accession shall be deposited with the Government of the French Republic, which will notify all signatory and acceding Governments of the date of their deposit.

Article XXXIV

The present Convention shall enter into force thirty days after the deposit of the sixteenth instrument of ratification or accession (*).

It shall enter into force for each State which ratifies it or accedes to it after that date, thirty days after the deposit of its instrument of ratification or accession.

The Government of the French Republic will notify each of the Contracting Parties of the date of entry into force of the Convention.

Article XXXV

Any State may, at the time of signature, of ratification or at any other time, declare, by notification addressed to the Government of

(*) Formality fulfilled on May 28, 1958.

the French Republic, that the present Convention is applicable to all or a part of the territories it represents internationally.

The present Convention shall apply to the territory or territories designated in the notification from the thirtieth day following the date on which the Government of the French Republic has received the notification.

The Government of the French Republic will transmit such notification to the other Governments.

Article XXXVI

The present Convention is concluded for a period of twelve years to be counted from the date it enters into force.

Thereafter, it shall remain in force for successive periods of six years as between those Contracting Parties that have not denounced it at least six months before the expiration of the preceding period.

Notice of termination shall be sent in writing to the Government of the French Republic, which will then advise the Contracting Parties.

Article XXXVII

The Organization may be dissolved by decision of the Conference, in so far as the delegates are provided with "Full Powers" to that effect at the time of the voting.

Article XXXVIII

If the number of parties to the present Convention is reduced to less than sixteen, the Conference may consult the Member States to decide whether the Convention should be considered to have lapsed

Article XXXIX

The Conference may recommend amendments to this Convention to the Contracting Parties.

Any Contracting Party accepting an amendment shall notify the French Government of its acceptance in writing, so that the latter may, in turn, notify the other Contracting Parties of the receipt of such notification of acceptance.

An amendment shall enter into force three months after the receipt of notifications of acceptance from all the Contracting Parties by the Government of the French Republic. When an amendment has been accepted by all the Contracting Parties, the Government of the French Republic will advise all the other Contracting Parties as well as the signatory Governments, informing them of the date of its entry into force.

After an amendment has entered into force, no Government may ratify the present Convention or accede to it without also accepting such amendment.

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ARTICLE XI.

The present Convention shall be drawn up in the French language in a single original, which shall be deposited in the archives of the Government of the French Republic, which will send certified copies to all the signatory and acceding Governments.

PARIS, *October 12, 1955*
(amended in January 1968 by amendment of Article XIII)

VIET-NAM

Transfer of Military Scrap

Agreement effected by exchange of notes
Signed at Saigon November 8 and December 14, 1972;
Entered into force December 14, 1972.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 273

EXCELLENCY,

I have the honor to refer to discussions relative to the military scrap located in the Republic of Viet-Nam in the possession of the military authorities of the Government of the United States, hereinafter referred to as the "USG"; and to propose the following understanding designed to govern the transfer of title to any such scrap to the Government of Viet-Nam, hereinafter referred to as the "GVN," as supplementary military assistance.

1. All designated USG military scrap located in Viet-Nam as of this date and any such scrap generated in Viet-Nam henceforth shall be transferred upon designation pursuant to this agreement to the GVN as USG Military Assistance, Service Funded (MASF).

2. Scrap designated for transfer to the GVN shall be designated in writing by the Director of the United States Army Property Disposal Agency, Viet-Nam, or by his successor.

3. Designated scrap shall be transferred in place at sites designated by United States Army Property Disposal Agency, Viet-Nam. Quantity measurement of such scrap shall be that shown on USG accountable records, unless otherwise mutually agreed.

4. All sales of designated scrap by the GVN shall be conducted by open competitive bidding unless otherwise agreed to in writing by the USG, and awards shall be made only to buyers who have passed a USG integrity and reliability check and are carried on the USG Cleared Bidders List, unless otherwise agreed to in writing by the USG.

5. Net proceeds of scrap sales shall be credited to the GVN Ministry of National Defense for military purposes only.

6. In no event shall title to precious metals pass and any precious metals transferred shall be returned to the USG.

7. No scrap transferred under this agreement shall be exported to the United States. Export sales will be subject to normal GVN licensing and exchange controls.

8. Time of passage of title will be the date the USG transfers designated scrap to the GVN by transfer documentation. Upon passage of title for each lot of designated scrap as described in the transfer document, the GVN shall assume full responsibility for the custody, security, and disposal of that lot, except the GVN shall not dispose of nondemilitarized material that may be included therein.

9. Transferred scrap should not normally contain any nondemilitarized material. However, in the event that a particular lot of scrap should contain nondemilitarized material, the GVN shall, at the option of the USG, either return such material to USG custody or demilitarize it prior to removal of scrap from the place at which it was transferred to the GVN. Demilitarization if called for by the USG, shall conform to Part 3 of the USG Department of Defense Manual 4160–21–1 of September, 1970, and any subsequent changes thereto (See Annex A to this agreement). [1] Such demilitarization shall be subject to the approval of a duly appointed USG representative, who must then issue a certificate of compliance in accordance with DOD Manual 4160.21M.

10. After transfer of title of designated scrap by the USG to the GVN, the GVN shall hold the USG harmless from any damage or injury to persons or property, or loss of life, due to the contents or use of the property transferred under this agreement.

11. Sales made by the GVN of property transferred under this agreement, as well as the use of the proceeds thereof, shall be subject to audit by authorized USG personnel, and such sales shall be subject to USG Security Trade Control Regulations (including control of resale to buyers carried on the USG Cleared Bidders List, munitions list items, and end use checks) for a period of two years after sale. (See Annex B to this agreement.) [1]

12. This agreement shall enter into force immediately and shall continue in force until sixty (60) days after either government shall give notice to the other of its desire to terminate or renegotiate it. It may be amended at any time by mutual agreement.

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

[1] The annexes are not reproduced in this print.

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

ELLSWORTH BUNKER

EMBASSY OF THE UNITED STATES OF AMERICA,
SAIGON, *November 8, 1972.*

Annexes:

A. Defense Demilitarization Manual
B. Security Trade Controls on Sales of Foreign Excess Personal Property in the PACOM Area

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The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS
No: 5608/EF/KhT

SAIGON, *December 14, 1972*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note No. 273 dated November 8, 1972 which reads as follows:

"I have the honor to refer to discussions relative to the military scrap located in the Republic of Viet-Nam in the possession of the military authorities of the Government of the United States, hereinafter referred to as the "USG"; and to propose the following understanding designed to govern the transfer of title to any such scrap to the Government of Viet-Nam, hereinafter referred to as the "GVN," as supplementary military assistance.

1. All designated USG military scrap located in Viet-Nam as of this date and any such scrap generated in Viet-Nam henceforth shall be transferred upon designation pursuant to this agreement to the GVN as USG Military Assistance, Service Funded (MASF).

2. Scrap designated for transfer to the GVN shall be designated in writing by the Director of the United States Army Property Disposal Agency, Viet-Nam, or by his successor.

3. Designated scrap shall be transferred in place at sites designated by United States Army Property Disposal Agency, Viet-Nam. Quantity measurement of such scrap shall be that shown on USG accountable records, unless otherwise mutually agreed.

4. All sales of designated scrap by the GVN shall be conducted by open competitive bidding unless otherwise agreed to in writing

by the USG, and awards shall be made only to buyers who have passed a USG integrity and reliability check and are carried on the USG Cleared Bidders List, unless otherwise agreed to in writing by the USG.

5. Net proceeds of scrap sales shall be credited to the GVN Ministry of National Defense for military purposes only.

6. In no event shall title to precious metals pass and any precious metals transferred shall be returned to the USG.

7. No scrap transferred under this agreement shall be exported to the United States. Export sales will be subject to normal GVN licensing and exchange controls.

8. Time of passage of title will be the date the USG transfers designated scrap to the GVN by transfer documentation. Upon passage of title for each lot of designated scrap as described in the transfer document, the GVN shall assume full responsibility for the custody, security, and disposal of that lot, except the GVN shall not dispose of nondemilitarized material that may be included therein.

9. Transferred scrap should not normally contain any nondemilitarized material. However, in the event that a particular lot of scrap should contain nondemilitarized material, the GVN shall, at the option of the USG, either return such material to USG custody or demilitarize it prior to removal of scrap from the place at which it was transferred to the GVN. Demilitarization if called for by the USG, shall conform to Part 3 of the USG Department of Defense Manual 4160-21-1 of September, 1970, and any subsequent changes thereto (See Annex A to this agreement). Such demilitarization shall be subject to the approval of a duly appointed USG representative, who must then issue a certificate of compliance in accordance with DOD Manual 4160.21M.

10. After transfer of title of designated scrap by the USG to the GVN, the GVN shall hold the USG harmless from any damage or injury to persons or property, or loss of life, due to the contents or use of the property transferred under this agreement.

11. Sales made by the GVN of property transferred under this agreement, as well as the use of the proceeds thereof, shall be subject to audit by authorized USG personnel, and such sales shall be subject to USG Security Trade Control Regulations (including control of resale to buyers carried on the USG Cleared Bidders List, munitions list items, and end use checks) for a period of two years after sale. (See Annex B to this agreement.)

12. This agreement shall enter into force immediately and shall continue in force until sixty (60) days after either government shall give notice to the other of its desire to terminate or renegotiate it. It may be amended at any time by mutual agreement.

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

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

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

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

[SEAL] TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

POLISH PEOPLE'S REPUBLIC

Air Transport Services

Agreement, with exchange of notes, signed at Warsaw July 19, 1972;
Entered into force provisionally July 19, 1972, and definitively December 8, 1972.

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

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

Recognizing the increasing importance of international air travel between the two countries and desiring to conclude an agreement which will assure its continued development in the common welfare, and

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, [1]

Have agreed as follows:

ARTICLE 1

For the purpose of the present Agreement:

A. "Agreement" shall mean this Agreement, the Schedule attached thereto, and any amendments thereto.

B. "The Convention" shall mean the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have been adopted by both Contracting Parties.

C. "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission, safety standards, and requirements re-

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[1] TIAS 1591, 3756; 61 Stat. 1180; 8 UST 179. [Footnote added by the Department of State.]

ferred to in Articles 3 and 6 (B) respectively, otherwise the Civil Aeronautics Board, and in the case of the Polish People's Republic, the Ministry of Transport, or, in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

D. "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party to be an airline which will operate a specific route or routes listed in the Schedule to this Agreement. Such notification shall be communicated in writing through diplomatic channels.

E. "Territory" has the meaning assigned to it in Article 2 of the Convention and the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention.

ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights for the conduct of air services by the designated airline or airlines, as follows:

(1) To fly across the territory of the other Contracting Party without landing;

(2) To land in the territory of the other Contracting Party for non-traffic purposes; and

(3) To make stops at the points in the territory of the other Contracting Party named on each of the routes specified in the appropriate paragraph of the Schedule of this Agreement for the purpose of taking on and discharging international traffic in passengers, cargo, and mail, separately or in combination.

ARTICLE 3

Air service on a route specified in the Schedule to this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has granted the appropriate operating and technical permission. Such other Contracting Party shall, subject to Articles 4 and 6, grant this permission without undue procedural delay, provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by those authorities, before being permitted to engage in the operations contemplated in this Agreement.

ARTICLE 4

A. Each Contracting Party reserves the right to withhold, suspend, or revoke the operating permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Con-

tracting Party, or to impose conditions on such permission, in the event that:

(1) Such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of that Contracting Party;

(2) Such airline fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(3) That Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

B. Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to suspend or revoke such permission shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5

A. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

B. The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, cargo or mail of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew, cargo or mail of the airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

ARTICLE 6

A. Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

B. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airlines which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety standards and requirements of the other Contracting Party to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold, suspend or revoke the technical permission referred to in Article 3 of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such permission, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

ARTICLE 8

A. Each Contracting Party shall exempt the designated airline or airlines of the other Contracting Party on the basis of reciprocity and to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores (including food, beverages and tobacco), and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party engaged in international air service. The exemptions provided under this paragraph shall apply to items:

(1) Introduced into the territory of one Contracting Party by or on behalf of the designated airlines of the other Contracting Party;

(2) Retained on aircraft of the designated airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) Taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and intended for use in international air service;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the exemption.

B. If the national laws or regulations of either Contracting Party so require, materials referred to in paragraph A may be required to be kept under customs supervision or control of said Contracting Party.

C. The exemptions provided for by this Article shall also be available in situations where the designated airline or airlines of one Contracting Party have entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph A, provided such other airline or airlines similarly enjoy such exemptions from such other Contracting Party.

D. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft operated by a designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of with the consent of the same authorities.

ARTICLE 9

A. There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

B. In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

C. The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

D. Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related to:

(1) traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(2) the requirements of through airline operations; and,

(3) the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

E. Without prejudice to the right of each Contracting Party to impose such uniform conditions on the use of airports and airport facilities as are consistent with Article 15 of the Convention, neither Contracting Party shall unilaterally restrict the airline or airlines of the other Contracting Party with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the routes specified in the Schedule to this Agreement. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in this Article, it may request consultations pursuant to Article 12 of this Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

ARTICLE 10

A. All rates to be charged by an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal competence.

B. Any rate proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

C. It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or air-

lines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

D. If the aeronautical authorities of a Contracting Party, on receipt of the notification referred to in paragraph B above, are dissatisfied with the rate proposed, the other Contracting Party shall be so informed at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

E. If the aeronautical authorities of a Contracting Party, upon review of an existing rate charged for carriage to or from the territory of that Party by an airline or airlines of the other Contracting Party are dissatisfied with that rate, the other Contracting Party shall be so informed and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

F. In the event that an agreement is reached pursuant to the provisions of paragraph D or E, each Contracting Party will exercise its best efforts to put such rate into effect.

G. If:

(1) under the circumstances set forth in paragraph D, no agreement can be reached prior to the date that such rate would otherwise become effective; or

(2) under the circumstances set forth in paragraph E, no agreement can be reached prior to the expiration of sixty (60) days from the date of notification,

then the aeronautical authorities of the Contracting Party raising the objection to the rate may take such steps as may be considered necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the aeronautical authorities of the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

H. When in any case under paragraph D and E the Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by either of them, the terms of Article 13 of this Agreement shall apply. In rendering its decision or award, the arbitral tribunal shall be guided by the principles laid down in this Article.

I. Any rate specified in terms of the national currency of one of the Contracting Parties shall be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

ARTICLE 11

A. Each designated airline shall have the right to establish and maintain representatives in the territory of the other Contracting Party for management, promotional, informational, and operational activities.

B. Each designated airline shall have the right to engage in the sale of air transportation in the territory of the other Contracting Party directly and, in its discretion, through its agents. Such airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies of other countries.

C. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly and without restrictions at the prevailing rate of exchange in effect for the sale of transportation at the time such revenues are presented for conversion and remittance and shall be exempted from taxation on the basis of reciprocity and to the fullest extent permitted by national law. If a Contracting Party does not have a convertible currency and requires the submission of applications for conversion and remittance, the designated airline or airlines of the other Contracting Party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements.

ARTICLE 12

Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

ARTICLE 13

A. Any dispute with respect to matters covered by this Agreement not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

B. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within sixty (60) days of the date of delivery by either Contracting Party to the other of a request for arbitration. Within thirty (30) days after such period of sixty (60) days, the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Contracting Party.

(2) If either Contracting Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

C. Each Contracting Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

D. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

ARTICLE 14

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 15

Either Contracting Party may at any time notify the other of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate one year from the last day of the month in which the notice of termination is received by the other Contracting Party, unless withdrawn before the end of this period by agreement between the Contracting Parties.

ARTICLE 16

This Agreement will enter into force provisionally on the day it is signed and will enter into force definitively upon the date of written notification from the Government of the Polish People's Republic to the Government of the United States of America that the Agreement has been approved by the Council of Ministers of the Polish People's Republic.[1] The exercise of rights accorded by this Agreement shall be subject to the supplementary understandings contained in the exchange of notes attached to this Agreement.

[1] Dec. 8, 1972.

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

DONE in duplicate at Warsaw, in the English and Polish languages, both texts being equally authentic, this 19th day of July, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC:

[2]

Schedule

A. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in Poland at the points specified in this paragraph:

1. From the United States via points in Iceland, Ireland, the United Kingdom, Belgium, the Netherlands, the Federal Republic of Germany, Norway, Denmark, and Sweden to Warsaw and beyond to points in Finland and the Union of Soviet Socialist Republics and beyond.

[1] Walter J. Stoessel, Jr.
[2] Mieczyslaw Zajfryd

B. An airline or airlines designated by the Government of the Polish People's Republic shall be entitled to operate air services on each of the specified routes, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

1. From Poland via points in Denmark, the Netherlands, Belgium, France [1] or the United Kingdom,[1] and Montreal [2] to New York.

C. Points on any of the specified routes may at the option of the designated airlines be omitted on any or all flights.

[1] Before the exercise of these rights, the Government of Poland will select either France or the United Kingdom and notify the Government of the United States of this selection. The other point will then be deemed to be deleted from the route.

[2] Montreal may be served either as an intermediate point to New York or as a point beyond New York.

UMOWA

między Rządem Stanów Zjednoczonych Ameryki
a Rządem Polskiej Rzeczypospolitej Ludowej
o komunikacji lotniczej

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej,

uznając wzrastające znaczenie międzynarodowych podróży lotniczych między obu krajami i pragnąc zawrzeć umowę, która zapewni ich stały rozwój dla wspólnego dobra, oraz

będąc stronami Konwencji o międzynarodowym lotnictwie cywilnym, otwartej do podpisu w Chicago dnia siódmego grudnia 1944 roku,

zgodziły się na następujące postanowienia:

Artykuł 1

Dla celów niniejszej Umowy:

A. „Umowa" oznacza niniejszą Umowę, Załącznik do niej i wszelkie ich zmiany.

B. „Konwencja" oznacza Konwencję o międzynarodowym lotnictwie cywilnym, otwartą do podpisu w Chicago dnia siódmego grudnia 1944 roku i obejmuje każdy załącznik przyjęty zgodnie z artykułem 90 tej Konwencji oraz każdą zmianę załączników lub Konwencji zgodnie z jej artykułami 90 i 94, jeżeli Załączniki te i zmiany zostały przyjęte przez obie Umawiające się Strony.

C. „Władze lotnicze" oznaczają w przypadku Stanów Zjednoczonych Ameryki Federalny Zarząd Lotnictwa, gdy chodzi o zezwolenie techniczne, normy bezpieczeństwa i wymogi przewidziane odpowiednio w artykułach 3 i 6B, a w innych sprawach Urząd Cywilnej Żeglugi

Powietrznej, a w przypadku Polskiej Rzeczypospolitej Ludowej Ministerstwo Komunikacji, albo w obu przypadkach każdą osobę lub instytucję upoważnioną do pełnienia funkcji aktualnie wykonywanych przez te władze.

D. „Wyznaczone przedsiębiorstwo" oznacza przedsiębiorstwo lotnicze, które jedna z Umawiających się Stron wyznaczyła w drodze zawiadomienia skierowanego do drugiej Umawiającej się Strony jako przedsiębiorstwo mające eksploatować określoną trasę lub trasy wymienione w Załączniku do niniejszej Umowy. Zawiadomienie to będzie przekazywane pisemnie w drodze dyplomatycznej.

E. „Terytorium" posiada znaczenie określone w artykule 2 Konwencji, a „linia lotnicza ", „międzynarodowa linia lotnicza", „przedsiębiorstwo lotnicze" i „lądowanie w celach niehandlowych" posiadają znaczenie określone odpowiednio w artykule 96 Konwencji.

Artykuł 2

Każda Umawiająca się Strona przyznaje drugiej Umawiającej się Stronie następujące prawa dla eksploatacji linii lotniczych przez wyznaczone przedsiębiorstwo lub przedsiębiorstwa:

1/ przelotu przez terytorium drugiej Umawiającej się Strony bez lądowania,

2/ lądowania na terytorium drugiej Umawiającej się Strony w celach niehandlowych, lub

3/ lądowania na terytorium drugiej Umawiającej się Strony w punktach wyznaczonych na każdej z tras określonych w odpowiednim ustępie Załącznika do niniejszej Umowy w celu zabierania i pozostawiania w ruchu międzynarodowym pasażerów, towarów i poczty, oddzielnie lub łącznie.

Artykuł 3

Eksploatacja linii lotniczej na trasie określonej w Załączniku

do niniejszej Umowy może zostać rozpoczęta przez przedsiębiorstwo lub przedsiębiorstwa lotnicze jednej Umawiającej się Strony w każdym czasie po wyznaczeniu przez tę Umawiającą się Stronę takiego przedsiębiorstwa lub przedsiębiorstw na tę trasę i przyznaniu przez drugą Umawiającą się Stronę odpowiedniego zezwolenia eksploatacyjnego i technicznego. Ta druga Umawiająca się Strona udzieli bez nieuzasadnionej zwłoki proceduralnej, z zastrzeżeniem artykułów 4 i 6, takiego zezwolenia z tym, że można zażądać od wyznaczonego przedsiębiorstwa lub przedsiębiorstw wykazania kwalifikacji przed właściwymi władzami lotniczymi tej Umawiającej się Strony zgodnie z ustawami i przepisami zazwyczaj stosowanymi przez te władze przed udzieleniem zezwolenia na wykonywanie przewozów objętych niniejszą Umową.

Artykuł 4

A. Każda Umawiająca się Strona zastrzega sobie prawo nieudzielenia, zawieszenia lub cofnięcia zezwolenia eksploatacyjnego, o którym mowa w artykule 3 niniejszej Umowy, w stosunku do wyznaczonego przedsiębiorstwa drugiej Umawiającej się Strony, lub też nałożenia warunków na takie zezwolenie, w przypadku gdy:

1/ przedsiębiorstwo to nie wykaże się kwalifikacjami według ustaw i przepisów stosowanych zwykle przez władze lotnicze tej Umawiającej się Strony,

2/ przedsiębiorstwo to nie przestrzega ustaw i przepisów, o których mowa w artykule 5 niniejszej Umowy, albo

3/ wymieniona Umawiająca się Strona nie jest przekonana, że przeważająca część własności i rzeczywista kontrola tego przedsiębiorstwa należy do Umawiającej się Strony, która wyznaczyła przedsiębiorstwo, lub do osób posiadających przynależność państwową tej Umawiającej się Strony.

B. Prawo zawieszenia lub cofnięcia zezwolenia będzie mogło być wykonane dopiero po przeprowadzeniu konsultacji z drugą Umawiającą się Stroną, chyba że niezwłoczne działanie jest niezbędne dla zapobieżenia naruszeniom ustaw i przepisów, o których mowa w artykule 5 niniejszej Umowy.

Artykuł 5

A. Ustawy i przepisy jednej Umawiającej się Strony odnoszące się do dopuszczenia na jej terytorium lub opuszczenia jej terytorium przez statki powietrzne używane w międzynarodowej żegludze powietrznej, albo do eksploatacji i żeglugi takich statków powietrznych w czasie, gdy znajdują się one na jej terytorium, będą stosowane do statków powietrznych przedsiębiorstwa lub przedsiębiorstw wyznaczonych przez drugą Umawiającą się Stronę i będą przestrzegane przez te statki powietrzne przy wejściu lub opuszczeniu oraz w czasie pobytu na terytorium pierwszej Umawiającej się Strony.

B. Ustawy i przepisy jednej Umawiającej się Strony, odnoszące się do dopuszczenia na jej terytorium i opuszczenia jej terytorium przez pasażerów, załogi, towar lub pocztę lotniczą, włącznie z przepisami dotyczącymi wejścia, odprawy ruchu podróżnych, paszportów, ceł i kwarantanny, będą przestrzegane przez lub na rzecz pasażerów, załóg, towaru lub poczty przedsiębiorstw lotniczych drugiej Umawiającej się Strony przy wejściu lub opuszczeniu, albo w czasie pobytu na terytorium pierwszej Umawiającej się Strony.

Artykuł 6

A. Swiadectwa zdatności do lotu, świadectwa uzdolnienia i licencje wydane lub uznane za ważne przez jedną Umawiającą się Stronę i nadal pozostające w mocy, będą uznane za ważne przez drugą Umawiającą się Stronę w celu eksploatacji tras i linii przewidzianych

w niniejszej Umowie pod warunkiem, że wymagania, zgodnie z którymi takie świadectwa lub licencje były wydane lub uznane za ważne, są równe lub wyższe od wymogów minimalnych, jakie mogą być ustanowione według Konwencji. Każda Umawiająca się Strona zastrzega sobie jednakże prawo odmowy uznania, przy przelotach nad jej własnym terytorium, świadectw uzdolnienia i licencji wydanych jej własnym obywatelom przez drugą Umawiającą się Stronę.

B. Właściwe władze lotnicze każdej Umawiającej się Strony mogą zażądać konsultacji dotyczących wymogów bezpieczeństwa oraz wymagań dotyczących urządzeń lotniczych, pilotów, statków powietrznych oraz działalności wyznaczonych przedsiębiorstw, które są stosowane przez drugą Umawiającą się Stronę. Jeżeli po takich konsultacjach właściwe władze lotnicze jednej z Umawiających się Stron stwierdzą, że druga Umawiająca się Strona nie stosuje skutecznie wymogów bezpieczeństwa i wymagań w wymienionych dziedzinach, równych lub wyższych od minimalnych wymogów, które mogą być ustanowione zgodnie z Konwencją, zawiadomią one drugą Umawiającą się Stronę o takich stwierdzeniach oraz o krokach uważanych za konieczne dla doprowadzenia wymogów bezpieczeństwa i wymagań drugiej Umawiającej się Strony do poziomów co najmniej równych minimalnym wymogom, które mogą być ustanowione zgodnie z Konwencją, a druga Umawiająca się Strona podejmię odpowiednie działanie korygujące. Każda Umawiająca się Strona zastrzega sobie prawo nieudzielenia, zawieszenia lub cofnięcia zezwolenia technicznego, o którym mowa w artykule 3 niniejszej Umowy, w stosunku do przedsiębiorstwa wyznaczonego przez drugą Umawiającą się Stronę, lub nałożenia warunków na takie zezwolenie, w przypadku gdy druga Umawiająca się Strona nie podejmie takiego odpowiedniego działania w rozsądnym czasie.

Artykuł 7

Każda Umawiająca się Strona może nałożyć lub pozwolić na nało-

żenie słusznych i rozsądnych opłat za korzystanie z publicznych portów lotniczych i z innych urządzeń pod jej kontrolą pod warunkiem, że opłaty takie nie będą wyższe od opłat za korzystanie z takich portów lotniczych i urządzeń przez jej krajowe statki powietrzne używane do eksploatacji podobnych służb międzynarodowych.

Artykuł 8

A. Każda Umawiająca się Strona zwolni wyznaczone przedsiębiorstwo lub przedsiębiorstwa lotnicze drugiej Umawiającej się Strony na zasadzie wzajemności i w najszerszym zakresie dopuszczalnym według jej prawa krajowego od ograniczeń importowych, opłat celnych i akcyzy, opłat inspekcyjnych oraz innych krajowych podatków i opłat od paliwa, smarów, materiałów technicznych ulegających zużyciu, części zamiennych łącznie z silnikami, normalnego wyposażenia, wyposażenia naziemnego, zapasów /w tym artykułów żywnościowych, napojów i tytoniu/ oraz innych artykułów przeznaczonych wyłącznie do użytku w związku z eksploatacją lub obsługą statków powietrznych przedsiębiorstw lotniczych tej drugiej Umawiającej się Strony, używanych w międzynarodowej służbie lotniczej. Zwolnienia przewidziane w niniejszym ustępie będą stosowane do przedmiotów:

1/ wprowadzonych na terytorium jednej Umawiającej się Strony przez lub w imieniu wyznaczonych przedsiębiorstw drugiej Umawiającej się Strony;

2/ pozostających na pokładzie statków powietrznych wyznaczonych przedsiębiorstw jednej Umawiającej się Strony podczas przybycia lub opuszczenia terytorium drugiej Umawiającej się Strony, albo

3/ wziętych na pokład statków powietrznych wyznaczonych przedsiębiorstw jednej Umawiającej się Strony na terytorium drugiej i przeznaczonych do użytku w międzynarodowej służbie lotniczej,

bez względu na to, czy przedmioty takie są wykorzystane lub całko-

wicie zużyte na terytorium Umawiającej się Strony udzielającej zwolnienia.

B. Jeżeli ustawy lub przepisy wewnętrzne każdej Umawiającej się Strony tego wymagają, przedmioty wymienione w ustępie A niniejszego artykułu mogą być poddane nadzorowi lub kontroli władz celnych tej Umawiającej się Strony.

C. Zwolnienia przewidziane w niniejszym artykule będą również dopuszczone w sytuacjach, gdy wyznaczone przedsiębiorstwo lub przedsiębiorstwa jednej Umawiającej się Strony dokonały uzgodnień z innym przedsiębiorstwem lub przedsiębiorstwami lotniczymi, dotyczących użyczenia lub przekazania przedmiotów wymienionych w ustępie A, pod warunkiem, że to inne przedsiębiorstwo lub przedsiębiorstwa lotnicze korzystają w podobny sposób z takich zwolnień udzielonych przez tę drugą Umawiającą się Stronę.

D. Normalne wyposażenie pokładowe, jak również produkty i zaopatrzenie znajdujące się na pokładzie statków powietrznych, używanych przez wyznaczone przedsiębiorstwo jednej Umawiającej się Strony będą mogły być wyładowane na terytorium drugiej Umawiającej się Strony tylko za zgodą władz celnych tego terytorium. W takim przypadku będą one mogły być poddane nadzorowi tych władz aż do chwili, gdy zostaną wywiezione lub otrzymają inne przeznaczenie za zgodą tych władz.

Artykuł 9

A. Wyznaczone przedsiębiorstwa każdej z Umawiających się Stron będą miały słuszną i jednakową możliwość eksploatacji linii lotniczych na każdej trasie objętej niniejszą Umową.

B. Przy eksploatacji przez przedsiębiorstwa lotnicze każdej z Umawiających się Stron linii lotniczych określonych w niniejszej Umowie będą uwzględniane interesy przedsiębiorstw lotniczych drugiej Umawia-

jącej się Strony tak, aby nie oddziaływać niewłaściwie na linie, które te ostatnie przedsiębiorstwa eksploatują na całości lub części tych samych tras.

C. Linie lotnicze udostępnione dla publiczności przez przedsiębiorstwa lotnicze działające zgodnie z niniejszą Umową będą pozostawały w ścisłej współzależności z potrzebami publicznymi w zakresie takich linii.

D. Głównym celem linii eksploatowanych przez wyznaczone przedsiębiorstwo zgodnie z niniejszą Umową pozostaje zapewnienie zdolności przewozowej odpowiadającej zapotrzebowaniu na przewóz między krajem, którego przynależność państwową posiada to przedsiębiorstwo i krajami końcowego przeznaczenia przewozów. Prawo podejmowania i kończenia na takich liniach przewozów międzynarodowych przeznaczonych do lub rozpoczynających się w krajach trzecich w punkcie lub w punktach położonych na trasach określonych w niniejszej Umowie będzie wykonywane zgodnie z ogólnymi zasadami planowego rozwoju, które przyjmują Umawiające się Strony i będzie podlegało ogólnej zasadzie, że zdolność przewozowa powinna odpowiadać:

1/ zapotrzebowaniu na przewozy między terytorium kraju rozpoczęcia i krajami końcowego przeznaczenia przewozów,
2/ wymogom eksploatacji tranzytowych linii lotniczych,
3/ zapotrzebowaniu na przewozy istniejącemu na obszarach, przez które przebiega linia lotnicza po uwzględnieniu linii lokalnych i regionalnych.

E. Bez naruszenia prawa każdej Umawiającej się Strony do nałożenia takich jednolitych warunków na korzystanie z portów lotniczych i urządzeń w portach lotniczych, jakie są zgodne z artykułem 15 Konwencji, żadna z Umawiających się Stron nie zastosuje jednostronnie ograniczeń w stosunku do przedsiębiorstwa lub przedsię-

biorstw lotniczych drugiej Umawiającej się Strony w odniesieniu do zdolności przewozowej, częstotliwości, rozkładu lub typu statków powietrznych używanych w związku z przewozami na jakiejkolwiek z tras ustalonych w Załączniku do niniejszej Umowy. W przypadku, gdy jedna z Umawiających się Stron jest przekonana, że przewozy wykonywane przez przedsiębiorstwo drugiej Umawiającej się Strony są niezgodne z wymogami i zasadami ustalonymi w niniejszym artykule, może ona zażądać konsultacji zgodnie z artykułem 12 niniejszej Umowy w celu ponownego zbadania przedmiotowych przewozów w celu ustalenia, czy są one zgodne z wymienionymi wymogami i zasadami.

Artykuł 10

A. Wszelkie taryfy, które mają być stosowane przez przedsiębiorstwo lotnicze jednej Umawiającej się Strony do przewozu do terytorium lub z terytorium drugiej Umawiającej się Strony, będą ustalone w rozsądnych wysokościach, z należytym uwzględnieniem wszystkich odpowiednich czynników, takich jak koszt eksploatacji, rozsądny zysk oraz taryfy stosowane przez inne przedsiębiorstwa lotnicze, jak również charakterystyki każdego przewozu. Taryfy takie będą podlegały zatwierdzeniu przez władze lotnicze Umawiających się Stron, które będą działały zgodnie z ich zobowiązaniami wynikającymi z niniejszej Umowy, w granicach ich uprawnień.

B. Każda taryfa proponowana do stosowania przez przedsiębiorstwo lotnicze Umawiającej się Strony, do przewozu do lub z terytorium drugiej Umawiającej się Strony będzie przedkładana przez takie przedsiębiorstwo, jeżeli jest to wymagane, władzom lotniczym drugiej Umawiającej się Strony co najmniej na trzydzieści /30/ dni przed proponowaną datą wprowadzenia, chyba że Umawiająca się Strona, do której ma nastąpić przedłożenie, zezwoli na ich przedłożenie w terminie krótszym. Władze lotnicze każdej Umawiającej się

Strony dołożą wszelkich starań dla zapewnienia, ażeby stosowane i pobierane taryfy były zgodne z taryfami przedkładanymi każdej z Umawiających się Stron i żeby żadne z przedsiębiorstw lotniczych nie stosowało w jakikolwiek sposób żadnych bonifikat w stosunku do ustalonych taryf, pośrednio lub bezpośrednio, włączając w to płacenie agentom zawyżonych stawek prowizyjnych.

C. Umawiające się Strony uznają, że w jakimkolwiek okresie, na który Umawiająca się Strona zatwierdziła tryb postępowania konferencji handlowych Międzynarodowego Zrzeszenia Przewoźników Powietrznych lub innego stowarzyszenia międzynarodowego przewoźników powietrznych, wszelkie porozumienia taryfowe dokonane w tym trybie i dotyczące przedsiębiorstwa lub przedsiębiorstw lotniczych tej Umawiającej się Strony będą podlegały zatwierdzeniu przez władze lotnicze tej Umawiającej się Strony.

D. Jeżeli władze lotnicze Umawiającej się Strony, po otrzymaniu zawiadomienia, o którym mowa powyżej w ustępie B, nie zgadzają się na proponowaną taryfę, druga Umawiająca się Strona będzie o tym poinformowana co najmniej na piętnaście /15/ dni przed terminem zamierzonego wprowadzenia tej taryfy. Umawiające się Strony będą starały się osiągnąć porozumienie co do właściwej taryfy.

E. Jeżeli władze lotnicze Umawiającej się Strony po zbadaniu istniejącej taryfy, stosowanej do przewozu do lub z terytorium tej Umawiającej się Strony przez przedsiębiorstwo lub przedsiębiorstwa lotnicze drugiej Umawiającej się Strony, uważają tę taryfę za niewłaściwą, druga Umawiająca się Strona będzie o tym poinformowana i Umawiające się Strony będą dążyły do osiągnięcia porozumienia co do właściwej taryfy.

F. W przypadku osiągnięcia porozumienia zgodnie z postanowieniami ustępów D lub E każda Umawiająca się Strona dołoży wszelkich starań dla wprowadzenia tej taryfy w życie.

G. Jeżeli:

1/ w warunkach przewidzianych w ustępie D nie zostanie osiągnięte porozumienie przed terminem zamierzonego wprowadzenia taryfy, lub

2/ w warunkach przewidzianych w ustępie E nie zostanie osiągnięte porozumienie przed upływem sześćdziesięciu /60/ dni od daty zawiadomienia,

wówczas władze lotnicze Umawiającej się Strony, która wniosła zastrzeżenie do taryfy, mogą podjąć takie kroki, jakie mogą być uważane za konieczne dla zapobieżenia rozpoczęciu lub kontynuowaniu eksploatacji danej linii przy stosowaniu taryfy, której dotyczy zastrzeżenie; jednakże władze lotnicze Umawiającej się Strony, która wniosła zastrzeżenie, nie będą wymagać stosowania taryfy wyższej od najniższej taryfy stosowanej przez własne przedsiębiorstwo lub przedsiębiorstwa lotnicze dla porównywalnych usług między tymi samymi punktami.

H. Jeżeli w żadnym przypadku według ustępów D i E Umawiające się Strony nie mogą osiągnąć porozumienia co do właściwej taryfy w rozsądnym czasie po konsultacji zainicjowanej przez jedną z nich, zastosowane będą postanowienia artykułu 13 niniejszej Umowy. Wydając decyzję lub orzeczenie trybunał arbitrażowy będzie kierował się zasadami podanymi w niniejszym artykule.

I. Każda taryfa wyrażona w walucie krajowej jednej z Umawiających się Stron będzie ustalana w wysokości odpowiadającej rzeczywistemu kursowi wymiany /włącznie z wszelkimi opłatami za wymianę lub innymi należnościami/, według którego przedsiębiorstwa lotnicze obu stron mogą wymieniać i przekazywać wpływy za ich usługi przewozowe w walucie krajowej drugiej strony.

Artykuł 11

A. Każde wyznaczone przedsiębiorstwo będzie miało prawo usta-

nawiać i utrzymywać na terytorium drugiej Umawiającej się Strony swoich przedstawicieli w celu zarządzania i prowadzenia działalności akwizycyjnej, informacyjnej i eksploatacyjnej.

B. Każde wyznaczone przedsiębiorstwo będzie miało prawo sprzedaży lotniczych usług przewozowych na terytorium drugiej Umawiającej się Strony bezpośrednio i - według swego uznania - za pośrednictwem swoich agentów. Przedsiębiorstwo takie będzie miało prawo sprzedaży tych usług przewozowych, a każda osoba będzie mogła je nabyć w walucie wymienionego terytorium lub w walutach wolnowymienialnych innych krajów.

C. Każde wyznaczone przedsiębiorstwo będzie miało prawo wymieniać i przekazywać do swego kraju nadwyżki lokalnych wpływów nad wydatkami. Wymiana i przekazywanie będą dopuszczane szybko i bez ograniczeń według powszechnie stosowanego kursu wymiany obowiązującego dla sprzedaży usług przewozowych w chwili przedstawienia takich nadwyżek do wymiany i przekazania oraz będą zwolnione od opodatkowania na zasadzie wzajemności i w możliwie najszerszym zakresie dopuszczalnym według prawa krajowego. Jeżeli Umawiająca się Strona nie ma waluty wymienialnej i wymaga składania podań o wymianę i przekazanie, wyznaczone przedsiębiorstwo lub przedsiębiorstwa drugiej Umawiającej się Strony będą mogły składać takie wnioski nie częściej niż raz w tygodniu bez stosowania uciążliwych lub dyskryminacyjnych wymogów dokumentacyjnych.

Artykuł 12

Każda Umawiająca się Strona może w każdej chwili zażądać konsultacji w sprawie interpretacji, stosowania lub zmiany niniejszej Umowy. Konsultacje takie rozpoczną się w okresie sześćdziesięciu /60/ dni od dnia, w którym druga Umawiająca się Strona otrzyma takie żądanie.

Artykuł 13

A. Każdy spór dotyczący spraw objętych niniejszą Umową, który nie zostanie zadawalająco uregulowany w drodze konsultacji, będzie na żądanie jednej z Umawiających się Stron poddany arbitrażowi zgodnie z niżej podanymi postanowieniami.

B. Arbitraż dokonywany będzie przez trybunał, w składzie trzech arbitrów, utworzony w następujący sposób:

1/ Każda Umawiająca się Strona wyznaczy po jednym arbitrze w ciągu sześćdziesięciu /60/ dni od daty przekazania przez jedną z Umawiających się Stron drugiej Umawiającej się Stronie żądania arbitrażu. W ciągu trzydziestu /30/ dni obydwaj wyznaczeni w powyższy sposób arbitrzy wyznaczą w drodze uzgodnienia trzeciego arbitra, który nie może być obywatelem żadnej z Umawiających się Stron.

2/ Jeżeli jedna z Umawiających się Stron nie wyznaczy arbitra lub jeżeli nie zostanie uzgodniony zgodnie z punktem 1 trzeci arbiter, każda z Umawiających się Stron może zwrócić się do Przewodniczącego Rady Międzynarodowej Organizacji Lotnictwa Cywilnego, aby wyznaczył on potrzebnego arbitra lub arbitrów.

C. Każda Umawiająca się Strona dołoży wszelkich starań zgodnie ze swoim prawem krajowym w celu wykonania decyzji lub orzeczenia trybunału arbitrażowego.

D. Wydatki trybunału arbitrażowego, łącznie z należnościami i wydatkami arbitrów, będą ponoszone przez Umawiające się Strony w równych częściach.

Artykuł 14

Umowa niniejsza wraz z wszystkimi uzupełnieniami będzie zarejestrowana w Międzynarodowej Organizacji Lotnictwa Cywilnego.

Artykuł 15

Każda Umawiająca się Strona może w każdym czasie zawiadomić w drodze notyfikacji drugą Umawiającą się Stronę o zamiarze wypowiedzenia niniejszej Umowy. Zawiadomienie takie będzie równocześnie przesłane do wiadomości Międzynarodowej Organizacji Lotnictwa Cywilnego. Niniejsza Umowa wygaśnie po upływie jednego roku od ostatniego dnia miesiąca, w którym druga Umawiająca się Strona otrzymała zawiadomienie o wypowiedzeniu, jeżeli nie zostało ono cofnięte przed końcem tego okresu w drodze porozumienia między Umawiającymi się Stronami.

Artykuł 16

Niniejsza Umowa wejdzie prowizorycznie w życie w dniu jej podpisania, a wejdzie w życie definitywnie w dniu pisemnego zawiadomienia przez Rząd Polskiej Rzeczypospolitej Ludowej Rządu Stanów Zjednoczonych Ameryki, że została ona zatwierdzona przez Radę Ministrów Polskiej Rzeczypospolitej Ludowej.
Wykonanie praw przyznanych w drodze niniejszej Umowy będzie podlegało uzupełniającemu porozumieniu zawartemu w wymienionych notach załączonych do niniejszej Umowy.

Na dowód czego niżej podpisani, należycie upoważnieni przez swoje Rządy, podpisali niniejszą Umowę.

Sporządzono w Warszawie dnia 19 lipca 1972 roku, w dwóch egzemplarzach, każdy w językach angielskim i polskim, przy czym obydwa teksty posiadają jednakową moc.

Z upoważnienia
Rządu Stanów Zjednoczonych
Ameryki

Z upoważnienia
Rządu Polskiej Rzeczypospolitej
Ludowej

ZAŁĄCZNIK

A. Przedsiębiorstwo lub przedsiębiorstwa lotnicze wyznaczone przez Rząd Stanów Zjednoczonych będą uprawnione do eksploatacji linii lotniczych na każdej z określonych tras, w obydwu kierunkach, i wykonywania regularnych lądowań w Polsce w punktach wyszczególnionych w niniejszym ustępie:

1. Ze Stanów Zjednoczonych przez punkty w Islandii, Irlandii, Zjednoczonym Królestwie, Belgii, Holandii, Niemieckiej Republice Federalnej, Norwegii, Danii i Szwecji do Warszawy i dalej do punktów w Finlandii i Związku Socjalistycznych Republik Radzieckich oraz punktów położonych dalej.

B. Przedsiębiorstwo lub przedsiębiorstwa lotnicze wyznaczone przez Rząd Polskiej Rzeczypospolitej Ludowej będą uprawnione do eksploatacji linii lotniczych na każdej z określonych tras, w obydwu kierunkach, i wykonywania regularnych lądowań w Stanach Zjednoczonych w punktach wyszczególnionych w niniejszym ustępie:

1. Z Polski przez punkty w Danii, Holandii, Belgii, Francji[1/] lub Zjednoczonym Królestwie[1/] i Montrealu[2/] do Nowego Jorku.

C. Punkty na każdej z określonych tras mogą być, według uznania wyznaczonych przedsiębiorstw lotniczych, opuszczane w niektórych lub we wszystkich lotach.

1/ Zanim prawa te będą wykorzystane, Rząd Polski dokona wyboru Francji lub Zjednoczonego Królestwa i powiadomi Rząd Stanów Zjednoczonych o swoim wyborze. Drugi punkt na trasie będzie wówczas uznany za skreślony.

2/ Montreal może być obsługiwany jako punkt pośredni na trasie do Nowego Jorku lub jako punkt położony dalej poza Nowym Jorkiem.

The American Ambassador to the Polish Minister of Transport

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 48

WARSAW, *July 19, 1972.*

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Polish People's Republic. In order to assure that the Agreement reflects an equitable exchange of opportunities for the airlines of each country, after taking into account the nature of the respective markets and the commercial access which each country is able to make available to the other, I propose, on behalf of my Government, that the Agreement be subject to the following supplementary understandings:

1. The designated airline of Poland will enjoy the full rights and privileges of Article 11 of the Agreement.

2. The Government of Poland is unable at this time to implement that part of Article 11 which contemplates the right to sell air transportation in Poland for Polish currency. However, the designated airline of the United States will otherwise enjoy the full rights and privileges of Article 11 of the Agreement. With respect to paragraphs B and C of Article 11, these rights and privileges will be implemented as follows:

(a) The designated airline of the United States will have the right to sell air transportation in Poland directly to any person for freely convertible currency using its own transportation documents.

(b) Sales for Polish currency will be made through the designated airline of Poland or any other Polish organization which is or may be authorized to settle in freely convertible currency.

(c) The revenues earned from sales performed under subparagraph (b) may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representatives. Local expenses for which such revenues may be used include office maintenance (including salaries and rent of offices and housing), maintenance of company vehicles, advertising, landing and other airport fees, handling fees, and fuel necessary for servicing aircraft.

(d) Any revenues in excess of sums locally disbursed in accordance with paragraph (c) may be converted and remitted in United States currency.

3. (a) The designated airline of Poland will enjoy the right to operate on its route the following number of roundtrip frequencies per week during the periods indicated:

Period	Number of frequencies
1973 summer season	2
1973/74 winter season	2
1974 summer season	3
1974/75 winter season	2
1975 summer season	3
1975/76 winter season	2
1976 summer season	3

(b) Additional frequencies will be operated only following approval by the United States authorities. Requests for such additional frequencies will be made by filing the proposed schedule through diplomatic channels at least 120 days but no more than 150 days before its proposed effective date, and the Polish authorities will be informed of the decision made by the United States authorities no later than 60 days after the United States authorities receive the request. Any such additional frequencies which may be approved by the United States authorities will be exercised without traffic rights between the United Kingdom and New York and between France and New York.

4. The foregoing understandings and any other necessary matters will be reviewed in consultations between the Contracting Parties to be initiated no later than December 31, 1975. If agreement on amending these understandings, in whole or in part, is not reached before October 31, 1976, the Air Transport Agreement will automatically terminate on that date.

If these understandings are acceptable to your Government, I have the honor to propose that this note and your reply to that effect constitute an agreement between our two Governments relating to the Air Transport Agreement.

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

WALTER J STOESSEL JR.

His Excellency
MIECZYSLAW ZAJFRYD,
Minister of Transport of the
Polish People's Republic,
Warsaw.

[POLISH TEXT OF THE UNITED STATES NOTE]

AMBASADA
STANOW ZJEDNOCZONYCH AMERYKI

Warszawa, dnia 19 lipca 1972 r.

Ekscelencjo,

Mam zaszczyt powołać się na Umowę o komunikacji lotniczej, podpisaną w dniu dzisiejszym między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej.
W celu zapewnienia, by Umowa odzwierciedlała zrównoważoną wymianę możliwości przyznanych przedsiębiorstwom lotniczym każdego z krajów, po uwzględnieniu charakterystyki odnośnych rynków oraz możliwości handlowych, które każdy z krajów jest w stanie udostępnić drugiemu, proponuję w imieniu mojego Rządu, ażeby Umowa została uzupełniona następującymi uzgodnieniami:

1. Wyznaczone przedsiębiorstwo lotnicze Polski korzystać będzie z pełnych praw i przywilejów wynikających z Artykułu 11 Umowy.

2. Rząd Polski nie jest w stanie obecnie wprowadzić w życie tej części Artykułu 11, która dotyczy prawa sprzedaży przewozów lotniczych w Polsce za walutę polską. Jednakże wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będzie poza tym korzystać z pełnych praw i przywilejów wynikających z Artykułu 11 Umowy.
W odniesieniu do ustępów B i C Artykułu 11 wymienione prawa i przywileje będą stosowane jak następuje:

Jego Ekscelencja,

MIECZYSŁAW ZAJFRYD

Minister Komunikacji
Polskiej Rzeczypospolitej Ludowej

Warszawa

/a/ Wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będzie miało prawo sprzedaży przewozów lotniczych w Polsce bezpośrednio każdej osobie za waluty wolno-wymienialne przy użyciu własnych dokumentów przewozowych.

/b/ Sprzedaże za walutę polską dokonywane będą poprzez wyznaczone przedsiębiorstwo lotnicze polskie lub inną organizację polską, która jest lub może być upoważniona do rozliczania się w walutach wolno-wymienialnych.

/c/ Wpływy uzyskane ze sprzedaży zgodnie z punktem /b/ mogą, według uznania wyznaczonego przedsiębiorstwa lotniczego Stanów Zjednoczonych, być użyte w całości lub w części na pokrycie jego lokalnych wydatków związanych z eksploatacją jego linii lotniczych i z działalnością jego lokalnych przedstawicieli. Lokalne wydatki, na które przychody te mogą być użyte, obejmują utrzymanie biura /łącznie z płacami oraz czynszami za najem biur i mieszkań/, utrzymanie pojazdów przedsiębiorstwa, reklamę, opłaty za lądowanie i inne opłaty lotniskowe, opłaty za obsługę naziemną oraz paliwo potrzebne do obsługi samolotów.

/d/ Nadwyżki ponad lokalne wydatki dokonane zgodnie z punktem /c/ mogą być przeliczone i przekazane w walucie Stanów Zjednoczonych.

3. /a/ Wyznaczone przedsiębiorstwo polskie korzystać będzie z prawa wykonywania lotów na swoich liniach z następującą częstotliwością tygodniowo w każdym kierunku, w podanych okresach:

OKRES			CZĘSTOTLIWOSC
1973	-	sezon letni	2
1973/74	-	sezon zimowy	2
1974	-	sezon letni	3
1974/75	-	sezon zimowy	2
1975	-	sezon letni	3
1975/76	-	sezon zimowy	2
1976	-	sezon letni	3

/b/ Dodatkowe częstotliwości będą ustanowione jedynie za zgodą władz Stanów Zjednoczonych. Wnioski w sprawie dodatkowych częstotliwości będą przedkładane w formie zgłoszenia proponowanego rozkładu, drogą dyplomatyczną, przynajmniej 120 dni, jednak nie wcześniej niż 150 dni, przed zaproponowaną datą wprowadzenia rozkładu, a władze polskie zostaną poinformowane o decyzji podjętej przez władze Stanów Zjednoczonych nie później niż 60 dni po otrzymaniu przez nie wniosku. Dodatkowe częstotliwości, które byłyby aprobowane przez władze Stanów Zjednoczonych, wykonywane będą bez praw handlowych pomiędzy Zjednoczonym Królestwem a Nowym Jorkiem i pomiędzy Francją a Nowym Jorkiem.

4. Powyższe uzgodnienia i inne niezbędne sprawy będą przedmiotem konsultacji pomiędzy Umawiającymi się Stronami, które powinny być rozpoczęte nie później niż 31 grudnia 1975 roku. Jeżeli nie osiągnie się porozumienia w sprawie zmiany tych uzgodnień w całości lub w części przed 31 października 1976 roku, Umowa o komunikacji lotniczej wygaśnie automatycznie z tą datą.

Jeżeli niniejsze uzgodnienia mogą być przyjęte przez Pański Rząd, mam zaszczyt zaproponować by niniejsza nota i Pańska odpowiedź w tej sprawie stanowiły porozumienie pomiędzy naszymi dwoma Rządami w odniesieniu do Umowy o komunikacji lotniczej.

Proszę przyjąć, Ekscelencjo, ponowne zapewnienia o moim najwyższym poważaniu.-

Ernest T Stoessel Jr.

The Polish Minister of Transport to the American Ambassador

MINISTER KOMUNIKACJI
POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ
Warszawa, dnia 19 lipca 1972 r.

Ekscelencjo,

Mam zaszczyt powołać się na Pańską notę z dnia 19 lipca 1972 r. o następującym brzmieniu:

„Mam zaszczyt powołać się na Umowę o komunikacji lotniczej, podpisaną w dniu dzisiejszym między Rządem Stanów Zjednoczonych Ameryki a Rządem Polskiej Rzeczypospolitej Ludowej. W celu zapewnienia, by Umowa odzwierciedlała zrównoważoną wymianę możliwości przyznanych przedsiębiorstwom lotniczym każdego z krajów, po uwzględnieniu charakterystyki odnośnych rynków oraz możliwości handlowych, które każdy z krajów jest w stanie udostępnić drugiemu, proponuję w imieniu mojego Rządu, ażeby Umowa została uzupełniona następującymi uzgodnieniami:

1. Wyznaczone przedsiębiorstwo lotnicze Polski korzystać będzie z pełnych praw i przywilejów wynikających z Artykułu 11 Umowy.

2. Rząd Polski nie jest w stanie obecnie wprowadzić w życie tej części Artykułu 11, która dotyczy prawa sprzedaży przewozów lotniczych w Polsce na walutę polską. Jednakże wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będzie poza tym korzystać z pełnych praw i przywilejów wynikających z Artykułu 11 Umowy. W odniesieniu do ustępów B i C Artykułu 11 wymienione prawa i przywileje będą stosowane jak następuje:

Jego Ekscelencja
WALTER J. STOESSEL, JR.
Ambasador Stanów Zjednoczonych Ameryki
w Warszawie

/a/ Wyznaczone przedsiębiorstwo lotnicze Stanów Zjednoczonych będzie miało prawo sprzedaży przewozów lotniczych w Polsce bezpośrednio każdej osobie za waluty wolno-wymienialne przy użyciu własnych dokumentów przewozowych.

/b/ Sprzedaże za walutę polską dokonywane będą poprzez wyznaczone przedsiębiorstwo lotnicze polskie lub inną organizację polską, która jest lub może być upoważniona do rozliczania się w walutach wolno-wymienialnych.

/c/ Wpływy uzyskane ze sprzedaży zgodnie z punktem /b/ mogą, według uznania wyznaczonego przedsiębiorstwa lotniczego Stanów Zjednoczonych, być użyte w całości lub w części na pokrycie jego lokalnych wydatków związanych z eksploatacją jego linii lotniczych i z działalnością jego lokalnych przedstawicieli. Lokalne wydatki, na które przychody te mogą być użyte, obejmują utrzymanie biura /łącznie z płacami oraz czynszami za najem biur i mieszkań/, utrzymanie pojazdów przedsiębiorstwa, reklamę, opłaty za lądowanie i inne opłaty lotniskowe, opłaty za obsługę naziemną oraz paliwo potrzebne do obsługi samolotów.

/d/ Nadwyżki ponad lokalne wydatki dokonane zgodnie z punktem /c/ mogą być przeliczone i przekazane w walucie Stanów Zjednoczonych.

3. /a/ Wyznaczone przedsiębiorstwo polskie korzystać będzie z prawa wykonywania lotów na swoich liniach z następującą częstotliwością tygodniowo w każdym kierunku, w podanych okresach:

OKRES			CZĘSTOTLIWOSC
1973	-	sezon letni	2
1973/74	-	sezon zimowy	2
1974	-	sezon letni	3
1974/75	-	sezon zimowy	2
1975	-	sezon letni	3
1975/76	-	sezon zimowy	2
1976	-	sezon letni	3

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/b/ Dodatkowe częstotliwości będą ustanowione jedynie za zgodą władz Stanów Zjednoczonych. Wnioski w sprawie dodatkowych częstotliwości będą przedkładane w formie zgłoszenia proponowanego rozkładu, drogą dyplomatyczną, przynajmniej 120 dni, jednak nie wcześniej niż 150 dni, przed zaproponowaną datą wprowadzenia rozkładu, a władze polskie zostaną poinformowane o decyzji podjętej przez władze Stanów Zjednoczonych nie później niż 60 dni po otrzymaniu przez nie wniosku. Dodatkowe częstotliwości, które byłyby aprobowane przez władze Stanów Zjednoczonych wykonywane będą bez praw handlowych pomiędzy Zjednoczonym Królestwem a Nowym Jorkiem i pomiędzy Francją a Nowym Jorkiem.

4. Powyższe uzgodnienia i inne niezbędne sprawy będą przedmiotem konsultacji pomiędzy Umawiającymi się Stronami, które powinny być rozpoczęte nie później niż 31 grudnia 1975 roku. Jeżeli nie osiągnie się porozumienia w sprawie zmiany tych uzgodnień w całości lub w części przed 31 października 1976 roku, Umowa o komunikacji lotniczej wygaśnie automatycznie z tą datą.

Jeżeli niniejsze uzgodnienia mogą być przyjęte przez Pański Rząd, mam zaszczyt zaproponować by niniejsza nota i Pańska odpowiedź w tej sprawie stanowiły porozumienie pomiędzy naszymi dwoma Rządami w odniesieniu do Umowy o komunikacji lotniczej.

Proszę przyjąć, Ekscelencjo, ponowne zapewnienia o moim najwyższym poważaniu."

Mam zaszczyt potwierdzić zgodę mojego Rządu na powyższą propozycję.

[ENGLISH TEXT OF THE POLISH NOTE]

MINISTER OF TRANSPORT
OF THE POLISH PEOPLE'S REPUBLIC

WARSAW, *July 19, 1972.*

EXCELLENCY:

I have the honor to refer to your note of July 19, 1972 the text of which reads as follows:

"I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Polish People's Republic. In order to assure that the Agreement reflects an equitable exchange of opportunities for the airlines of each country, after taking into account the nature of the respective markets and the commercial access which each country is able to make available to the other, I propose, on behalf of my Government, that the Agreement be subject to the following supplementary understandings:

"1. The designated airline of Poland will enjoy the full rights and privileges of Article 11 of the Agreement.

"2. The Government of Poland is unable at this time to implement that part of Article 11 which contemplates the right to sell air transportation in Poland for Polish currency. However, the designated airline of the United States will otherwise enjoy the full rights and privileges of Article 11 of the Agreement. With respect to paragraphs B and C of Article 11, these rights and privileges will be implemented as follows:

"(a) The designated airline of the United States will have the right to sell air transportation in Poland directly to any person for freely convertible currency using its own transportation documents.

"(b) Sales for Polish currency will be made through the designated airline of Poland or any other Polish organization which is or may be authorized to settle in freely convertible currency.

"(c) The revenues earned from sales performed under subparagraph (b) may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representatives. Local expenses for which such revenues may be used include office maintenance (including salaries and rent of offices and housing), maintenance of company vehicles, advertising, landing and other airport fees, handling fees, and fuel necessary for servicing aircraft.

"(d) Any revenues in excess of sums locally disbursed in accordance with paragraph (c) may be converted and remitted in United States currency.

"3. (a) The designated airline of Poland will enjoy the right to operate on its route the following number of roundtrip frequencies per week during the periods indicated:

Period	Number of frequencies
1973 summer season	2
1973/74 winter season	2
1974 summer season	3
1974/75 winter season	2
1975 summer season	3
1975/76 winter season	2
1976 summer season	3

(b) Additional frequencies will be operated only following approval by the United States authorities. Requests for such additional frequencies will be made by filing the proposed schedule through diplomatic channels at least 120 days but no more than 150 days before its proposed effective date, and the Polish authorities will be informed of the decision made by the United States authorities no later than 60 days after the United States authorities receive the request. Any such additional frequencies which may be approved by the United States authorities will be exercised without traffic rights between the United Kingdom and New York and between France and New York.

"4. The foregoing understandings and any other necessary matters will be reviewed in consultations between the Contracting Parties to be initiated no later than December 31, 1975. If agreement on amending these understandings, in whole or in part, is not reached before October 31, 1976, the Air Transport Agreement will automatically terminate on that date.

"If these understandings are acceptable to your Government, I have the honor to propose that this note and your reply to that effect constitute an agreement between our two Governments relating to the Air Transport Agreement.

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

I have the honor to confirm that the foregoing proposal is acceptable to my Government.

MIECZYSLAW ZAJFRYD

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

REPUBLIC OF KOREA

Loan of Vessel: U.S.S. *Larson*

Agreement effected by exchange of notes
Signed at Seoul October 30 and December 21, 1972;
Entered into force December 21, 1972.

The American Ambassador to the Korean Minister of Foreign Affairs

No. 537 SEOUL, *October 30, 1972.*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments regarding the loan to the Government of the Republic of Korea of the destroyer USS *Larson* (DD–830) and to confirm the following understandings reached between our two Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Korea the destroyer USS *Larson* (DD–830).

2. The Government of the Republic of Korea will retain possession of, and will use, the vessel subject to the terms and conditions of this note, and of the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950, and supplemented by the exchange of notes dated January 4 and January 7, 1952. [1]

3. The period of the loan for this vessel shall be five years from the date of its delivery to the Government of the Republic of Korea. However, either Government may terminate the loan of the vessel at any time.

4. This vessel will be delivered to the Government of the Republic of Korea at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfitting equipment, appliances, fuel, spares, and replacement parts on board the vessel at the time of its delivery.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, spares, and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Korea may, however, place the vessel under its

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[1] TIAS 2019, 2612; 1 UST 137; 3 UST 4619.

flag. The Government of the Republic of Korea shall not, without the prior express written consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances or disclose any plan, specification or other information pertaining thereto except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to the equipment on board the vessel as would guarantee the same degree of security and protection as provided by the United States of America.

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

7. Upon the expiration or termination of the loan as provided in paragraph 3 of this note, this vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including replacement parts and fuel, will be returned to the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessel at the time of return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of the Republic of Korea will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessel. The Government of the Republic of Korea shall not, however, be liable for damage or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of the Republic of Korea renders such vessel a total loss, the Government of the Republic of Korea shall consult with the Government of the United States before declaring said vessel a total loss.

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

PHILIP C. HABIB

His Excellency
KIM YONG SHIK,
Minister of Foreign Affairs,
Seoul.

TIAS 7536

The Korean Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SEOUL

OBJ-1191 DECEMBER 21, 1972

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's note No. 537 dated October 30, 1972 which reads as follows:

"I have the honor to refer to discussions between representatives of our two Governments regarding the loan to the Government of the Republic of Korea of the destroyer USS *Larson* (DD-830) and to confirm the following understandings reached between our two Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Korea the destroyer USS *Larson* (DD-830).

2. The Government of the Republic of Korea will retain possession of, and will use, the vessel subject to the terms and conditions of this note, and of the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950, as supplemented by the exchange of notes dated January 4 and January 7, 1952.

3. The period of the loan for this vessel shall be five years from the date of its delivery to the Government of the Republic of Korea. However, either Government may terminate the loan of the vessel at any time.

4. This vessel will be delivered to the Government of the Republic of Korea at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfitting equipment, appliances, fuel, spares, and replacement parts on board the vessel at the time of its delivery.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, spares, and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Korea may, however, place the vessel under its flag. The Government of the Republic of Korea shall not, without the prior express written consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances or disclose any plan, specification or other information pertaining thereto except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to the equipment on board the vessel as would guarantee the same degree of security and protection as provided by the United States of America.

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

7. Upon the expiration or termination of the loan as provided in paragraph 3 of this note, this vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including replacement parts and fuel, will be returned to the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessel at the time of return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of the Republic of Korea will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessel. The Government of the Republic of Korea shall not, however, be liable for damage or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of the Republic of Korea renders such vessel a total loss, the Government of the Republic of Korea shall consult with the Government of the United States before declaring said vessel a total loss.

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply."

I have the honour to inform Your Excellency that the proposals contained in your note are acceptable to the Government of the Republic of Korea and to confirm that Your Excellency's note and this note in reply constitute an agreement between our two Governments on this matter, which shall enter into force as from this date.

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

YONG SHIK KIM

Minister of Foreign Affairs

His Excellency
PHILIP C. HABIB,
Ambassador of the United States of America,
Seoul

TIAS 7536

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Certificates of Airworthiness for Imported Aircraft

Agreement effected by exchange of notes
Signed at London December 28, 1972;
Entered into force December 28, 1972.

The American Chargé d'Affaires ad interim to the British Secretary of State for Foreign and Commonwealth Affairs

No. 30 LONDON, *December 28, 1972.*

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State") and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2. (a) If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which may have been prescribed by the importing State under paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified

by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

(b) In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are produced in the exporting State for export and use on products which are or may be certificated or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgement of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the competent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the competent aeronautical authorities of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved.

7. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Products" means aircraft, engines, propellers and appliances;

(b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

(c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part, or sub-assembly not covered in (b), (c), (d) or (e) for use on civil aircraft, engines, propellers or appliances;

(g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State; and

(h) "Applicable laws, regulations and requirements" means:

(i) those airworthiness laws, regulations, and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State, or,

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State applicable to a similar product certificated to airworthiness requirements of the same date, or,

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each Contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identify of its competent aeronautical authorities.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes at Washington on September 11 and 17, 1934.[1]

Upon the receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of the United States of America will consider that the present Note and your reply thereto constitute an Agreement between our two Governments on this subject which shall enter into force on the date of your reply.

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

EARL D. SOHM

Charge d'Affaires ad interim

The Rt. Hon. SIR ALEC DOUGLAS-HOME, Kt., M.P.,
Secretary of State for Foreign and Commonwealth Affairs,
Foreign and Commonwealth Office,
Downing Street,
London.

[1] EAS 69; 49 Stat. 3652.

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

FOREIGN AND COMMONWEALTH OFFICE
LONDON S.W. 1

MUA 4/304/4

28 DECEMBER 1972

His Excellency
The Hon. WALTER H ANNENBERG
etc etc etc
American Embassy
Grosvenor Square
London W1

YOUR EXCELLENCY

I have the honour to acknowledge receipt of your Note No. 30 of 28 December which reads as follows:

"I have the honour to refer to conversations which have taken place between representatives of our two Governments relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State" and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2. (a) If the competent aeronautical authorities of the exporting State certify that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which may have been prescribed by the importing State under paragraph 4 of this Agreement, or with applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities in accordance with its own applicable laws, regulations and requirements.

(b) In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent aeronautical authorities of the State exporting the product provide a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certify that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent aeronautical authorities in accordance with its applicable laws, regulations and requirements.

3. In the case of components which are produced in the exporting State for export and use on products which are or may be certificated or approved in the importing State, if the competent aeronautical authorities of the exporting State certify that the component conforms to the applicable design data and meets the applicable test and quality control requirements which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent aeronautical authorities. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore. it shall only apply in those instances where, in the judgement of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent aeronautical authorities of the importing State shall have the right to make acceptance of any certification by the competent aeronautical authorities of the exporting State dependent upon the product meeting any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. The competent aeronautical authorities of the importing State shall promptly advise the competent aeronautical authorities of the exporting State of any such additional requirements.

5. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which they determine are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent aeronautical authorities of the exporting State shall, in respect of products produced in that State, assist the com-

petent aeronautical authorities of the importing State in determining whether major design changes and major repairs made under the control of the competent aeronautical authorities of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved.

7. The competent aeronautical authorities of each Contracting State shall keep the competent aeronautical authorities of the other contracting State currently informed of all relevant laws, regulations and requirements in their State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent aeronautical authorities of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Products" means aircraft, engines, propellers and appliances;

(b) "Aircraft" means civil aircraft of all categories, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

(c) "Engines" means engines intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(d) "Propellers" means propellers intended for use in aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means any instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft in flight, which is installed in, intended to be installed in, or attached to the aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part, or sub-assembly not covered in (b), (c), (d) or (e) for use on civil aircraft, engines, propellers or appliances;

(g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State; and

(h) "Applicable laws, regulations and requirements" means:

(i) those airworthiness laws, regulations, and requirements which are effective on the date the manufacturer applies for certification of the product in the importing State, or,

(ii) for products currently in production, those airworthiness requirements effective on the date of the latest amendment of the airworthiness requirements which were required to be used for the certification of the product in the exporting State or those airworthiness requirements of the importing State applicable to a similar product certificated to airworthiness requirements of the same date, or,

(iii) for products no longer in production, such airworthiness requirements as the competent aeronautical authorities of the importing State find acceptable in the particular case.

10. The competent aeronautical authorities of each Contracting State shall make such mutual arrangements in respect of procedures as they deem necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of its competent aeronautical authorities.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 60 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal validation of certificates of airworthiness, effected by Exchange of Notes at Washington on September 11 and 17, 1934.

Upon the receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of the United States of America will consider that the present Note and your reply thereto constitute an Agreement between our two Governments on this subject which shall enter into force on the date of your reply."

In reply I have the honour to inform you that the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that Your Excellency's Note together with this reply shall constitute an Agreement between our two Governments which shall enter into force on this day's date.

I have the honour to be
with the highest consideration
Your Excellency's obedient
Servant
(for the Secretary of State)

C. D. LUSH

TIAS 7537

INDONESIA

Agricultural Commodities

Agreements amending the agreement of May 26, 1972, as amended.
Effected by exchange of notes
Signed at Jakarta December 11, 1972;
Entered into force December 11, 1972.
And exchange of notes
Signed at Jakarta December 12, 1972;
Entered into force December 12, 1972.
And exchange of notes
Signed at Jakarta December 13, 1972;
Entered into force December 13, 1972.

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 1828 JAKARTA, *December 11, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, [1] and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On each line titled "Rice, Bulgur and Wheat/Wheat Flour" and under the column titled "Supply Period" delete "1972" and insert "1972 plus the first three months of 1973."

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

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[1] TIAS 7358, 7451, 7501, 7520; *ante*, pp. 919, 2624, 3225, 3724.

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

F. J GALBRAITH

His Excellency
ADAM MALIK,
Minister of Foreign Affairs,
Jakarta

The Indonesian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No.: D.1172/72/01/I

JAKARTA, *December 11, 1972*

EXCELLENCY:

I have the honour to acknowkedge receipt of Your Excellency's Note of to day's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On each line titled "Rice, Bulgur and Wheat/Wheat Flour" and under the column titled "Supply Period" delete "1972" and insert "1972 plus the first three months of 1973."

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

I have the honour to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

[SEAL] ADAM MALIK

Adam Malik
Minister for Foreign Affairs.

His Excellency
FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Jakarta.

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 1833 JAKARTA, *December 12, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On line titled Wheat/Wheat Flour delete 11.5 and insert 16.3 and on the line titled Total delete 71.7 and insert 76.5.

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

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

F. J. GALBRAITH

His Excellency
ADAM MALIK,
Minister of Foreign Affairs,
Jakarta

The Indonesian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No.: D.1173/72/01/I. JAKARTA, *December 12, 1972*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note of to day's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On line titled Wheat/Wheat Flour delete 11.5 and insert 16.3 and on the line titled Total delete 71.7 and insert 76.5.

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

I have the honour to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

[SEAL] ADAM MALIK

Adam Malik
Minister for Foreign Affairs.

His Excellency
FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary of the United States of America
Jakarta.

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 1854 JAKARTA, *December 13, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On line titled "Cotton" and under the column titled "Supply Period" delete "1972" and insert "1972 plus the first three months of 1973."

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

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

F. J. GALBRAITH

His Excellency
ADAM MALIK,
Minister for Foreign Affairs,
Jakarta

The Indonesian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No.: D.1186/72/01/I JAKARTA, *December 13, 1972*

EXCELLENCY:

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

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26,

1972, as amended, and proposed that Part II, Particular Provisions, be further amended as follows:

Item I, Commodity Table: On line titled "Cotton" and under the column titled "Supply Period" delete "1972" and insert "1972 plus the first three months of 1973."

All other terms and conditions of the May 26, 1972 Agreement, as amended, remain the same.

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

I have the honor to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

[SEAL] ADAM MALIK

Adam Malik
Minister for Foreign Affairs.

His Excellency
FRANCIS J. GALBRAITH,
Ambassador Extraordinary and Plenipotentiary of the United States of America
Jakarta.

PORTUGAL

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

Agreement effected by exchange of notes Signed at Lisbon December 22, 1972; Entered into force December 22, 1972.

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 305

LISBON, *December 22, 1972.*

EXCELLENCY:

I refer to recent discussions between our two governments concerning exports of man-made fiber and wool textile products from Macau to the United States of America. As a result of those discussions, I propose the following agreement:

1. The Government of Portugal shall limit exports of wool and man-made fiber textile products from Macau to the United States for the five agreement years beginning January 1, 1973, and extending through December 31, 1977, to the annual aggregate and specific limits as set forth below, and in accordance with the provisions of this Agreement:

(a) The aggregate limits for exports of man-made fiber textile products from Macau to the United States for the first and second agreement years shall be:

First Agreement Year (Jan. 1, 1973–Dec. 31, 1973)
24,000,000 square yards equivalent
Second Agreement Year (Jan. 1, 1974–Dec. 31, 1974)
25,680,000 square yards equivalent

The aggregate limits for the third, fourth, and fifth years shall be the subject of subsequent consultations for the apportionment of such limits within a total for those years of 82,934,000 square yards equivalent.

(b) The aggregate limit for exports of wool textile products from Macau to the United States for the five years of the agreement shall be as indicated below:

First Agreement Year (Jan. 1, 1973–Dec. 31, 1973)
2,000,000 square yards equivalent

Second Agreement Year (Jan. 1, 1974–Dec. 31, 1974)
2,020,000 square yards equivalent
Third Agreement Year (Jan. 1, 1975–Dec. 31, 1975)
2,040,200 square yards equivalent
Fourth Agreement Year (Jan 1, 1976–Dec. 31, 1976)
2,060,600 square yards equivalent
Fifth Agreement Year (Jan. 1, 1977–Dec. 31, 1977)
2,081,210 square yards equivalent

2. Within the applicable aggregate limits for man-made fiber textiles set forth in paragraph 1(a) above, the following specific limits shall apply for the first and second agreement years:

Man-Made Fiber Textile Products

		First Agreement Year	
	Category	Units	Syds. Equiv.
219	Other shirts and blouses, knit	247,059 Doz.	4, 536, 000
221	Sweaters and cardigans, knit	142,826 Doz.	5, 256, 000
222	Trousers, knit WGI	226,517 Doz.	4, 032, 000
223	Underwear, knit	111,000 Doz.	1, 776, 000
224	Other knit wearing apparel	193,846 Lbs.	1, 512, 000
229	Coats, not knit	140,800 Doz.	5, 808, 000
230	Dresses, not knit	12,715 Doz.	576, 000

		Second Agreement Year	
	Category	Units	Syds. Equiv.
219	Other shirts and blouses, knit	264,353 Doz.	4, 853, 520
221	Sweaters and cardigans, knit	152,834 Doz.	5, 623, 920
222	Trousers, knit WGI	242,373 Doz.	4, 314, 240
223	Underwear, knit	118,770 Doz.	1, 900, 320
224	Other knit wearing apparel	207,415 Lbs.	1, 617, 840
229	Coats, not knit	150,656 Doz.	6, 214, 560
230	Dresses, not knit	13,351 Doz.	616, 320

3. In consideration of transitional problems arising in the implementation of this agreement, an additional 3,000,000 square yards equivalent of man-made fiber textile products may be exported in the first agreement year or divided between the first and second agreement years. Distribution of this incremental yardage to categories with specific limits and to categories without specific limits shall be made in the same ratio as the limits applicable to categories with and without specific limits bear to the unadjusted aggregate limit applicable in the year in which the incremental yardage is to be applied.

4. For categories not given a specific limit the consultation levels in Annex A shall apply. Exports from Macau to the United States shall not exceed these levels without consultation with, and approval of, the United States.

5. The following shall be applied separately to the wool textile aggregate, and to the man-made fiber textile aggregate and specific limits.

(a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in

which textile exports from Macau were below the aggregate limit and specific limits applicable to the category concerned) the Government of Portugal may permit exports from Macau to exceed these limits by carryover in the following amounts and manner:

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

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

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the categories not subject to specific limits and shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 6 and shall be subject to the provisions of paragraph 4 of this Agreement.

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

(c) The carryover shall be in addition to the exports permitted in paragraph 6 of this Agreement and shall not apply to the incremental yardage made available under paragraph 3.

6. Within the applicable aggregate limit as adjusted pursuant to paragraph 5, exports in any category given a specific limit may exceed that limit by not more than five percent; provided, however, that the total of exports authorized for any category under this paragraph shall not exceed five percent of the unadjusted category limit for the year in question. Within the applicable aggregate limit, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit during the year of the shortfall.

7. The Government of Portugal shall use its best efforts to space exports from Macau to the United States of America as evenly as practicable taking into account seasonal factors.

8. Each government agrees to supply promptly any relevant available statistical data requested by the other government. In particular, the governments agree to exchange monthly data on exports and imports of wool and man-made fiber textile products from Macau to the United States of America.

9. (a) For the purpose of this Agreement the schedules of categories and conversion factors attached hereto as Annex B shall apply.

(b) (i) Any textile product which is wholly or in part of wool and/or man-made fiber, but not in chief value cotton, shall be subject to the terms of this Agreement, whether or not listed in Annex B.

(b) (ii) For purposes of this Agreement a product covered under (b) (i) and not listed in Annex B shall be treated as a wool textile

product if (a) it is 17 percent or more by weight of wool, or (b) the weight of the wool component is not less than the weight of the man-made fiber content, or (c) the product contains no man-made fiber. All other products under (b) (i) but not listed in Annex B shall be considered man-made fiber textile products.

(c) Both governments agree to take such measures as may be appropriate to prevent the evasion of this agreement by transshipment or other means.

10. (a) The governments agree to consult on any question arising in the implementation of this Agreement. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement including differences in points of procedure or operation.

(b) Experts of the two governments shall meet to consider hardship situations which may arise during the term of the present Agreement. The experts may make recommendations to the two governments for appropriate solutions. In considering these situations, conditions in both countries shall be taken into account.

11. The Government of Portugal shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Portugal in implementing the limitations of this Agreement.

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

13. In the event that any multilateral international arrangement affecting world trade in cotton, man-made fiber and wool textiles is agreed within the term of this agreement, and provided that both Governments accept such an arrangement, both Governments agree to consult promptly to review the terms of this agreement and to effect such adjustment as may be mutually agreed as necessary to render the terms of this agreement consonant with the rights and obligations of both Governments arising from any such international arrangement.

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

If this proposal is acceptable to the Government of Portugal, this note and your note of confirmation on behalf of the Government of Portugal shall constitute an agreement between the Government of Portugal and the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

RIDGWAY B KNIGHT

Ridgway B. Knight

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

ANNEX A

Consultation levels for categories not given specific limits shall increase for each successive year of the Agreement as indicated below:

Man-Made Fiber Textile Products

Agreement Year	For Apparel Categories (Cats 214–240)	For non-apparel Categories (Cats 200–213 & 241–243)
First	350, 000	500, 000
Second	367, 500	525, 000
Third	385, 875	551, 250
Fourth	405, 169	578, 813
Fifth	425, 427	607, 753

Wool Textile Products (all)

Agreement Year	Level
First	100, 000
Second	101, 000
Third	102, 010
Fourth	103, 030
Fifth	104, 060

ANNEX B

CATEGORIES OF WOOL TEXTILE PRODUCTS

Category	Description	Unit of Measure	Syd. Conversion
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit Hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 00
105	Billiard cloth	Syd.	1. 0
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc., nes.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 0
109	Pile and tufted fabrics	Syd.	1. 0
110	Knit fabrics in the piece	Lb.	1. 95
111	Hosiery	Doz. Pr.	2. 7814
112	Gloves and mittens	Doz. Pr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infant articles, knit not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95
116	Knit wearing apparel, nes., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing apparel, nes., valued over $5 per pound	Lb.	1. 95
118	Hats, caps, not blocked	Lb.	1. 95
119	Hats, caps, blocked, finished	Lb.	1. 95
120	Men's and boys' suits	No.	4. 5
121	Men's and boys' outer coats	No.	4. 5
122	Woman's misses', and children's coats and suits	No.	4. 75
123	Woman's misses', children's separate skirts	No.	1. 5
124	Trousers, slacks and shorts	No.	1. 5
125	Articles of wearing apparel nes.	Lb.	2. 0
126	Lace and net article including veiling	Lb.	1. 95
128	Miscellaneous wool manufactures	Lb.	1. 95
131	Braided floor coverings	Sft.	. 0111
132	Wool floor coverings, nes.	Sft.	. 0111

CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS

Category	Description	Unit of Measure	Syd. Conversion
200	Textured yarns	Lb.	3. 51
201	Yarn wholly of continuous filament, cellulosic.	Lb.	5. 19
202	Yarn wholly of continuous filament, other	Lb.	11. 6
203	Yarn wholly of non-continuous filament, cellulosic.	Lb.	3. 4
204	Yarn wholly of non-continuous filament, other.	Lb.	4. 12
205	Yarns, other	Lb.	3. 51

CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS—Continued

Category	Description	Unit of Measure	Syd. Conversion
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber.	Lb.	1.0
207	Woven fabrics, cellulosic, wholly of non-continuous fibers.	Syd.	1.0
208	Woven fabrics, other, wholly of continuous man-made fiber.	Syd.	1.0
209	Woven fabrics, other, wholly of non-continuous fibers.	Syd.	1.0
210	Woven fabrics, other, of man-made fibers (including fabric containing more than 17% by weight of wool; glass fabrics and mixed yarn fabrics).	Syd.	1.0
211	Knit fabrics	Lb.	7.8
212	Pile and tufted fabrics	Syd.	1.0
213	Specialty fabrics	Lb.	7.8
214	Gloves and mittens, knit, whether or not ornamented.	Doz. Pr.	3.53
215	Hosiery	Doz. Pr.	4.6
216	Dresses, knit	Doz.	45.3
217	Pajamas and other nightwear, knit	Doz.	51.96
218	T-Shirts, knit	Doz.	7.24
219	Shirts, other (including blouses), knit	Doz.	18.36
220	Skirts, knit	Doz.	17.8
221	Sweaters and cardigans, knit	Doz.	36.8
222	Trousers, slacks and shorts, knit women's girls' and infants'	Doz.	17.8
223	Underwear, knit	Doz.	16.0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7.8
225	Body supporting garments	Doz.	4.75
226	Handkerchiefs	Doz.	1.66
227	Mufflers, scarves and shawls, not knit	Lb.	7.8
228	Blouses, not knit	Doz.	14.53
229	Coats, not knit	Doz.	41.25
230	Dresses, not knit	Doz.	45.3
231	Dressing gowns, including bathrobes and beach robes, not knit	Doz.	51.0
232	Pajamas and other nightwear; not knit	Doz.	51.96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21.3
234	Dress shirts, not knit	Doz.	22.19
235	Shirts, other, not knit	Doz.	24.46
236	Skirts, not knit	Doz.	17.8
237	Suits, not knit	No.	4.5
238	Trousers, slacks and shorts, not knit	Doz.	17.8
239	Underwear, not knit	Doz.	16.0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7.8
241	Floor coverings	Sft.	0.11
242	Other furnishings	Lb.	7.8
243	Man-made fiber manufactures, nes.	Lb.	7.8

The Portuguese Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
GABINETO DO MINISTRO

DECEMBER 22, 1972

EXCELLENCY,

I have the honor to acknowledge the receipt of your note of December 22, 1972, relating to your proposed agreement between our two Governments concerning exports of man-made fiber and wool textile products from Macau to the United States of America.

I confirm that the Government of Portugal agrees to the proposal set forth in your note and that Your Excellency's note and this reply constitute an agreement between our Governments.

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

RUI PATRICIO

His Excellency
RIDGWAY B. KNIGHT
Ambassador of the United States of America
Lisbon

PORTUGAL

Trade in Cotton Textiles with Macao

Agreement effected by exchange of notes Signed at Lisbon December 22, 1972; Entered into force December 22, 1972.

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 306

LISBON, *December 22, 1972.*

EXCELLENCY:

I refer to the Long-Term Arrangement Regarding International Trade in Cotton Textiles (hereinafter referred to as the Long-Term Arrangement), done in Geneva on February 9, 1962, as extended by Protocol until September 30, 1973.[1]

I also refer to recent discussions between our two Governments concerning the export of cotton textiles from Macau to the United States. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton textiles between Macau and the United States.

1. The term of this agreement shall be from January 1, 1973 through December 31, 1977. During the term of this agreement the Government of Portugal shall limit annual exports of cotton textiles from Macau to the United States to an aggregate limit at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning January 1, 1973 the aggregate limit shall be 2,500,000 square yards equivalent.

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

	Category	Units	Syds. Equiv.
50	Men's and boy's trousers	39, 332 Doz.	700, 000
62	Wearing apparel, knit, n.e.s.	152, 174 Lbs.	700, 000

[1] TIAS 5240, 6940; 13 UST 2672; 21 UST 1970.

4. Within the aggregate limit, specific limits may be exceeded by not more than 5 percent.

5. Categories not given specific limits are subject to consultation levels and to the aggregate limit. In the event the Government of Portugal wishes to permit exports from Macau to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Portugal shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of Portugal shall limit exports from Macau to the United States in the category in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 500,000 square yards equivalent in categories 1–38 and category 64 and 350,000 square yards equivalent in categories 39–63.

6. In the second and any succeeding 12-month period for which any limitation is in effect under this agreement, the level of exports permitted under such limitation shall be increased by five percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 4 or 7.

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

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

(ii) In the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, shall be used in the same category in which the shortfall occurred, and shall be in addition to the exports permitted in paragraph 4, and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the shortfall shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 4, and shall not be used to exceed the limits in paragraph 5 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 4.

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

9. The Government of the United States of America shall promptly supply the Government of Portugal with data on monthly imports of cotton textiles from Macau; and the Government of Portugal shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles from Macau to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

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

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

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

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

14. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 or 6(c) of the Long-Term Arrangement to request restraint on the export of cotton textiles from Macau to the United States.

15. The Government of the United States of America may assist the Government of Portugal in implementing the limitation provisions of this agreement by controlling imports of cotton textiles covered by the agreement.

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

If this proposal is acceptable to the Government of Portugal, this note and your note of confirmation on behalf of the Government of Portugal shall constitute an agreement between the Government of Portugal and the Government of the United States of America.

97-787 (Pt. 4) O - 73 - 58

Accept, Excellency, the assurances of my highest consideration.

RIDGWAY B KNIGHT

Ridgway B. Knight

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

ANNEX

Category Number	Description	Unit	Conversion Factor to Syds.
1	Cotton Yarn, carded, singles	Lb.	4. 6
2	Cotton Yarn, carded, plied	Lb.	4. 6
3	Cotton Yarn, combed, singles	Lb.	4. 6
4	Cotton Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	Not required
6	Gingham, combed	Syd.	Not required
7	Velveteen	Syd.	Not required
8	Corduroy	Syd.	Not required
9	Sheeting carded	Syd.	Not required
10	Sheeting, combed	Syd.	Not required
11	Lawns, carded	Syd.	Not required
12	Lawns, combed	Syd.	Not required
13	Voile, carded	Syd.	Not required
14	Voile, combed	Syd.	Not required
15	Poplin and Broadcloth, carded	Syd.	Not required
16	Poplin and Broadcloth, combed	Syd.	Not required
17	Typewriter ribbon cloth	Syd.	Not required
18	Print cloth, shirting type, 80 x 80 type carded	Syd.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	Not required
20	Shirting, Jacquard or dobby, carded	Syd.	Not required
21	Shirting, Jacquard or dobby, combed	Syd.	Not required
22	Twill and sateen, carded	Syd.	Not required
23	Twill and sateen, combed	Syd.	Not required
24	Woven fabric, n.e.s., yarn dyed carded	Syd.	Not required
25	Woven fabric, n.e.s., Yarn dyed combed	Syd.	Not required
26	Woven fabric, n.e.s., other, carded	Syd.	Not required
27	Woven fabric, n.e.s., other, combed	Syd.	Not required
28	Pillowcases, not ornamented, carded	Nos.	1. 084
29	Pillowcases, not ornamented, combed	Nos.	1. 084
30	Towels, dish	Nos.	. 348
31	Towels, other	Nos.	. 348
32	Handkerchiefs, whether or not in the piece	Doz.	1. 66
33	Table damask and manufactures	Lb.	3. 17
34	Sheets, carded	Nos.	6. 2
35	Sheets, combed	Nos.	6. 2
36	Bedspreads and quilts	Nos.	6. 9
37	Braided and woven elastic	Lb.	4. 6

Category Number	Description	Unit	Conversion Factor to Syds.
38	Fishing nets and fish netting	Lb.	4. 6
39	Gloves and mittens	Doz. prs.	3. 527
40	Hose and half hose	Doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Doz.	7. 234
42	T-shirts, other knit	Doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	Doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	Doz.	24. 457
47	Shirts, work, not knit, men's and boys'	Doz.	22. 186
48	Raincoats, ¾ length or longer, not knit	Doz.	50. 0
49	Coats, other, not knit	Doz.	32. 5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Doz.	17. 797
51	Trousers, slacks and shorts (outer) not knit, women's, girls', and infants'	Doz.	17. 797
52	Blouses, not knit	Doz.	14. 53
53	Dresses (including uniforms)	Doz.	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit. nes.	Doz.	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Doz.	51. 0
56	Undershirts, knit, men's and boys'	Doz.	9. 2
57	Briefs and undershorts, men's and boys'	Doz.	11. 25
58	Drawers, shorts and briefs, knit, nes.	Doz.	5. 0
59	All other underwear, not knit	Doz.	16. 0
60	Pajamas and other nightwear	Doz.	51. 96
61	Brassieres and other body supporting garments	Doz.	4. 75
62	Wearing apparel, knit, nes.	Lb.	4. 6
63	Wearing apparel, not knit, nes.	Lb.	4. 6
64	All other cotton textiles	Lb.	4. 6

The Portuguese Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
GABINETE DO MINISTRO

DECEMBER 22, 1972

EXCELLENCY,

I have the honor to acknowledge the receipt of your note of December 22, 1972, relating to your proposed agreement between our two Governments concerning exports of cotton textiles from Macau to the United States of America.

I confirm that the Government of Portugal agrees to the proposal

set forth in your note and that Your Excellency's note and this reply constitute an agreement between our Governments.

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

RUI PATRICIO

His Excellency
RIDGWAY B. KNIGHT
Ambassador of the United States of America
Lisboa

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries

Agreement extending the agreements of December 11, 1970, and of February 12, 1971, and the protocol of February 2, 1971.
Effected by exchange of notes
Dated at Washington December 31, 1972;
Entered into force December 31, 1972.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО
СОЮЗА СОВЕТСКИХ
СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 4

Посольство Союза Советских Социалистических Республик ссылается на: (I) Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам рыболовства в открытом море в западных районах средней части Атлантического океана, заключенное в Вашингтоне II декабря 1970 года, (2) Протокол к соглашению между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам рыболовства в открытом море в западных районах средней части Атлантического океана, подписанный в Вашингтоне 2 февраля 1971 года, (3) Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья Соединенных Штатов Америки, заключенное в Вашингтоне I2 февраля 1971 года, (4) Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о рыболовстве в северо-восточной части Тихого океана, заключенное в Вашингтоне I2 февраля 1971 года, и (5) Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о промысле королевского краба и краба-стригуна, заключенное в Вашингтоне I2 февраля 1971 года, включая приложение к нему.

В ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

Советская сторона имеет честь предложить продлить действие вышеупомянутых Соглашений до первой из следующих двух дат: 28 февраля 1973 года или даты завершения предусмотренной вышеуказанными Соглашениями встречи представителей обоих правительств, начало которой назначено на 29 января 1973 года.

В случае согласия Государственного Департамента с вышеизложенным советская сторона предлагает, чтобы настоящая нота и ответная нота Государственного Департамента рассматривались в качестве соглашения между двумя правительствами, вступающего в силу с даты указанной ответной ноты.

31 декабря 1972 года, г.Вашингтон

The Department of State to the Soviet Embassy

The Department of State acknowledges receipt of the Embassy of the Union of Soviet Socialist Republics' note No. 4 of December 31, 1972, which reads as follows in translation:

"The Embassy of the Union of Soviet Socialist Republics refers to: 1) the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America on Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean, concluded in Washington, December 11, 1970, [1] 2) the Protocol to the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America on Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean, signed in Washington, February 2, 1971, [2] 3) the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America on Certain Fishery Problems in the Northeastern Part of the Pacific Ocean off the Coast of the United States of America, concluded at Washington, February 12, 1971, [3] 4) the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Relating to Fishing Operations in the Northeastern Pacific Ocean, concluded at Washington, February 12, 1971, [4] and 5) the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Relating to Fishing for King and Tanner Crab, concluded at Washington, February 12, 1971, including the Appendix thereto. [5] The Soviet side has the honor to propose an extension of the aforesaid agreements through February 28, 1973, or the conclusion of the meeting of representatives of the two Governments which is called for by the aforesaid agreements and which is scheduled to commence in Moscow on January 29, 1973, whichever occurs first.

"If the State Department agrees to the above, the Soviet side proposes that this note and the State Department's note in response to it be regarded as an agreement between the two Governments which

[1] TIAS 7009; 21 UST 2664.
[2] TIAS 7043; 22 UST 113.
[3] TIAS 7045; 22 UST 132.
[4] TIAS 7046; 22 UST 143.
[5] TIAS 7044; 22 UST 119.

will enter into force on the date of the note constituting such response."

The Department of State confirms the above understandings on behalf of the Government of the United States of America and agrees that the Embassy note and this response shall constitute an Agreement between the two Governments.

DEPARTMENT OF STATE,
WASHINGTON, *December 31, 1972*

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