

United States Treaties and Other International Agreements



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PAKISTAN

Parcel Post

Agreement and detailed regulations

Signed at Karachi July 20, 1955, and at Washington

October 7, 1955;

Approved and ratified by the President of the United States

of America October 26, 1955;

Entered into force January 1, 1956.

AGREEMENT

BETWEEN

PAKISTAN AND THE UNITED STATES OF

AMERICA

CONCERNING THE EXCHANGE OF

PARCEL POST

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AGREEMENT FOR THE EXCHANGE OF PARCELS
BY PARCEL POST BETWEEN PAKISTAN
AND THE UNITED STATES OF
AMERICA

The Governor General of Pakistan through the Postal Administration of Pakistan and the Postmaster General of the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa and Hawaii) agree to effect a regular direct exchange of parcels between Pakistan and the United States of America.

ARTICLE I

EXCHANGE OF PARCELS

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa and Hawaii) on the one hand and Pakistan on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the execution of this Agreement.

ARTICLE II

TRANSIT PARCELS

1. Each Postal Administration guarantees the right of transit through its service, to or from any country with which it has parcel-post communication, of parcels originating in, or addressed for delivery in the service of, the other contracting Administration.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through its intermediary, and the amount of the charges due to it therefor, as well as other conditions.

3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

ARTICLE III

POSTAGE AND FEES

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipt (Advice of delivery) that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be prepaid.

ARTICLE IV

PREPARATION OF PARCELS

L. Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations.

ARTICLE V

PROHIBITIONS

The transmission of the following articles by parcel post is prohibited:

- (a) A letter or a communication having the nature of a letter.
Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.
- (b) An enclosure which bears an address different from that placed on the cover of the parcel.
- (c) Any live animal, except bees, which must be enclosed in boxes so constructed as to avoid all dangers to postal officers and to allow the contents to be ascertained.

- (d) Any article the admission of which is forbidden by the Customs or other laws or regulations in force in either country.
- (e) Any explosive or inflammable article, and in general, any articles the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.
- (f) Articles of an obscene or immoral nature.
- (g) It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured), precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured), precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosive or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter or a communication having the nature of a letter may not, in any case, entail return of the parcel to the sender. The latter is, however, marked for collection of postage due from the addressee at the regular rate.

4. The two Administrations advise each other by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union of all prohibited articles. However, they do not on that account assume any responsibility towards the customs or police authorities, or the sender.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

ARTICLE VI

INSURANCE

1. Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance..

2. Each Administration shall have the right to fix its own scale of fees for insurance fixed by its legislation.

3. A receipt must be given free of charge at the time of posting to the sender of an insured parcel.

ARTICLE VII

FRAUDULENT INSURANCE

1. The insured value may not exceed the actual value of the contents of the parcel, but it is permitted to insure only part of this value.

2. The fraudulent insurance of a parcel for a sum exceeding the actual value shall be subject to any legal proceedings which may be admitted by the laws of the country of origin.

ARTICLE VIII

RESPONSIBILITY FOR LOSS, DAMAGE, OR ABSTRACTION

1. (i) Except in the cases mentioned in the following articles, the two Administrations shall be responsible for the loss of insured parcels only, and for the loss, damage, or abstraction of their contents or of a part thereof.

(ii) The sender or other rightful claimant is entitled under this head to compensation corresponding to the actual amount of the loss, damage, or abstraction. The amount of compensation for an insured parcel shall not exceed the amount for which it was insured, and on which the insurance fee has been collected.

(iii) Compensation is paid to the addressee when he claims it after making reservations when accepting delivery of a pilfered or damaged parcel provided he also proves that the sender has waived his rights in his favor.

2. Compensation shall be calculated on the current price of goods of the same nature at the place and time at which the goods were accepted for transmission. In the absence of the current price, compensation is calculated on the ordinary value of the goods estimated on the same basis.

3. Where compensation is due for the loss, destruction, or complete damage of an insured parcel or for the abstraction of the whole of the contents, the sender is entitled to return of the postage also, if claimed.

4. In all cases, insurance fees shall be retained by the Administration concerned.

5. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss of transit insured parcels; that is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries, or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.

6. When an insured parcel originating in one country and destined to be delivered to the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling or damage occurring subsequent to the reforwarding or return of the parcel by the country of original destination can lay claim in such a case only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country, is responsible to the sender to the same extent as the country of origin; that is, within the limits of the present Agreement.

ARTICLE IX

EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY

1. The two Administrations are relieved from all responsibility:
 - (a) In case of parcels of which the addressee has accepted delivery without reservation.
 - (b) For indirect loss or loss of profits of any parcel transmitted under this Agreement.
 - (c) In case of loss or damage through force majeure.
 - (d) When they are unable to account for parcels in consequence of the destruction of official documents through force majeure, unless proof of liability of the Administration has been furnished otherwise.
 - (e) When the damage has been caused by the fault of negligence of the sender, or the addressee, or the representatives of either, or when it is due to the nature of the article.

- (f) For parcels which contain prohibited articles as mentioned in Article V.
- (g) For parcels seized by the Customs because of false declaration of contents.
- (h) In the case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value, this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.
- (i) When no inquiry or application for indemnity has been made by the claimant or his representative within a year commencing with the day following the posting of the insured parcel.
- (j) For parcels which did not conform to the stipulations of this Agreement, or which were not packed in the manner prescribed, but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

ARTICLE X

TERMINATION OF RESPONSIBILITY

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery without reservation.

2. Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

ARTICLE XI

PAYMENT OF COMPENSATION

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VIII, Section 1, where payment is made by the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

ARTICLE XII

PERIOD FOR PAYMENT OF COMPENSATION

1. Compensation shall be paid as soon as possible and at the latest, within one year from the day following the date of the inquiry.

2. The Administration responsible is authorized to settle with the claimant on behalf of the other Administration if the latter, after being duly informed of the application, has let nine months pass without giving a decision in the matter.

3. The Administration responsible for making payment may, exceptionally, postpone it beyond the period of one year when a decision has not yet been reached upon the question whether the loss, damage, or abstraction is due to a cause beyond control.

ARTICLE XIII

INCIDENCE OF COST OF COMPENSATION

1. Until the contrary is proved, responsibility shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

ARTICLE XIV

REPAYMENT OF COMPENSATION TO THE ADMINISTRATION OF ORIGIN

1. The Administration responsible or on whose account the payment is made in accordance with Article XI is bound to repay the amount of the compensation within a period of six months after notification of payment. The amount shall be recovered from the Administration responsible through the accounts provided for in Article XXII of the Detailed Regulations.

2. The Administration which has been duly proved responsible and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

ARTICLE XV

CERTIFICATES OF MAILING RECEIPTS

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender will receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose, and each country may fix a reasonable fee therefor.

2. The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

ARTICLE XVI

RETURN RECEIPTS AND INQUIRIES

1. The sender of an insured parcel may obtain an advice of delivery on payment of such additional charge, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Detailed Regulations.

2. A fee may be charged at the option of the country of origin on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

3. Enquiries shall be admitted only within the period of one year from the day following the date of posting.

ARTICLE XVII

CUSTOMS CHARGES

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the internal regulations.

ARTICLE XVIII

CUSTOMS CHARGES TO BE CANCELLED

The Customs charges on parcels sent back to the country of origin

or redirected to another country shall be cancelled both in Pakistan and in the United States of America.

ARTICLE XIX

FEE FOR CUSTOMS CLEARANCE

Each of the two Administrations may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, such fee as it may from time to time fix for similar services in its parcel post relations with other countries generally.

ARTICLE XX

DELIVERY TO THE ADDRESSEE, FEE FOR DELIVERY AT THE PLACE OF ADDRESS

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. That country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

ARTICLE XXI

WAREHOUSING CHARGE

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 5 gold francs.

ARTICLE XXII

MISSENT PARCELS

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of Article I, Section 2, and Article XVI, Sections 1 and 2, of the Detailed Regulations.

ARTICLE XXIII**REDIRECTION**

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries which are parties to this Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of internal redirection and not paid by the addressee or his representative shall not be cancelled in case of further redirection or of return to origin, except in cases where the parcels are returned to the sender as undelivered or refused, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

ARTICLE XXIV**NON-DELIVERY**

1. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may be either (a) treated as abandoned or (b) tendered for delivery at a second address in the country of destination. No other alternative is admissible. If the sender avails himself of this facility, his request must appear on the parcel as well as on the dispatch note if one is used, and must be in conformity with, or analogous to the following:

"If not deliverable as addressed, abandon."

"If not deliverable as addressed, deliver to"

2. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense after the retention for the period prescribed by the regulations of the Administration of the country of destination.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article XX, Section 5, of the Detailed Regulations.

ARTICLE XXV

SALE. DESTRUCTION

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible the spoiled or putrid articles shall be destroyed.

ARTICLE XXVI

ABANDONED PARCELS

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation in respect of such parcels.

ARTICLE XXVII

CHARGES

1. For each parcel exchanged between the contracting countries, the dispatching office credits to the office of destination in the parcel bills, the quotas due to the latter, and indicated in Article XXII of the Detailed Regulations.

2. The sums to be paid for a parcel in transit; that is, parcels destined either for a possession or for a third country, are indicated

respectively, in Article XXII of the Detailed Regulations, and in Article II of this Agreement.

ARTICLE XXVIII

CLAIM IN CASE OF REDIRECTION OR RETURN

In case of the redirection or the return of a parcel from one country to the other, the retransmitting office shall claim from the other the charges due to it and to any other postal Administration taking part in the redirection or return. The claim shall be made on the parcel bill relating to the mail in which the parcel is forwarded.

ARTICLE XXIX

CHARGE FOR REDIRECTION IN THE COUNTRY OF DESTINATION

In case of redirection to another country or of return to the country of origin, the redirection charges prescribed by Article XXIII shall accrue to the country which redirected the parcel within its own territory.

ARTICLE XXX

MISCELLANEOUS FEES

The following fees shall be retained in full by the Administration which has collected them:

- (a) The fee for advice of delivery referred to in Article XVI, Section 1.,
- (b) The inquiry fee referred to in Article XVI, Section 2.

2. The fee for delivery to the Customs and clearance through the Customs referred to in Article XIX and warehousing charges referred to in Article XXI shall be retained by the Administration of the country of destination.

ARTICLE XXXI

INSURANCE FEE

In respect of insured parcels the Administration of the country of origin shall allow to the Administration of the country of destination for

territorial service a rate of 5 gold centimes for each rate of insurance.

2. In case of parcels originating in Pakistan or U.S.A. (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa and Hawaii) one rate of insurance shall be equal to 300 gold francs, or fraction thereof of the insured value of each parcel.

ARTICLE XXXII

MISCELLANEOUS PROVISIONS

1. The francs and centimes referred to above and in this Agreement and Detailed Regulations are the gold francs and centimes as defined in the Universal Postal Union Convention.

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

4. The two Administrations have drawn up the following Detailed Regulations for insuring the execution of the present Agreement. Further, matters of details, not inconsistent with the general provisions of this Agreement and not provided for in the Detailed Regulations may be arranged from time to time by mutual consent through correspondence.

5. In so far as they are not inconsistent with the provisions of this Agreement and its Detailed Regulations, the internal legislation of Pakistan and the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa and Hawaii) shall remain applicable as regards everything not provided for by the stipulations contained in the present Agreement and in the Detailed Regulations for its execution.

ARTICLE XXXIII

DURATION

This Agreement will have effect on a date to be mutually settled between the two Administrations [1] and will govern the exchange of insured and uninsured postal parcels between Pakistan and the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa and Hawaii) until it is modified by mutual consent of the parties or until one year after the date on which one of the parties shall have notified the other of its intention to terminate it.

Done in duplicate and signed at Washington, the 7th day of October, 1955, and at Karachi, the 20th day of July, 1955

ARTHUR E SUMMERFIELD
The Postmaster General of
the United States of America

[SEAL]

S. A. SIDDIQI
The Director General of
Posts and Telegraphs of
Pakistan for and on behalf
of the Governor General of
Pakistan

¹Jan. 1, 1956.

The foregoing Agreement between the United States of America and Pakistan for the exchange of parcels by parcel post has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

DWIGHT D EISENHOWER

By the President:

HERBERT HOOVER JR

Acting Secretary of State

Washington, October 26, 1955

[SEAL]

DETAILED REGULATIONS FOR THE EXECUTION
OF THE PARCEL POST AGREEMENT

ARTICLE I

CIRCULATION

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.
2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office of retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

ARTICLE II

LIMITS OF WEIGHT AND SIZE

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor 3 feet 6 inches in length nor 6 feet in length and girth combined.
2. As regards the exact calculation of the weight and dimensions of a parcel, the view of dispatching office shall (except in a case of obvious error) be accepted.

ARTICLE III

METHOD OF TRANSMISSION, PROVISION OF BAGS

1. The exchange of parcels between the two countries shall be effected by the offices appointed by Agreement between the two Administrations.
2. Parcels shall be exchanged between the two countries in bags duly fastened and sealed.

In the absence of any arrangement to the contrary, the transmission of parcels dispatched by one of the two contracting countries in transit through the other shall be effected "a decouvert".

3. A label showing the office of exchange of origin and the office of exchange of destination shall be attached to the neck of each bag, the number of parcels contained in the bag being indicated on the back of the label.

4. The bag containing the parcel bill and other documents shall be distinctively labeled.

5. Insured parcels shall be forwarded in separate bags from ordinary parcels. The neck label attached to any bag containing insured parcels shall be marked with any distinctive symbol that may from time to time be agreed upon by the two Administrations.

6. The weight of any bag of parcels shall not exceed 36 kilograms (80 pounds avoirdupois).

7. The Postal Administrations of Pakistan and the United States of America shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

8. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are to be made up into bundles of ten, enclosing nine bags in one, and dispatched as a separate mail to such offices of exchange as the post office of origin shall appoint. The number of bags so forwarded, shall be advised on a parcel bill, which shall be separate from that used for advising the parcels themselves and shall be numbered in a separate annual series.

9. Each Administration shall be required to make good the value of any bags which it fails to return.

ARTICLE IV**INFORMATION TO BE FURNISHED**

1. Each Administration shall communicate to the other Administration all necessary information on points of detail in connection with the exchange of parcels between the two Administrations and also;

- (a) The names of the countries to which it can forward parcels handed over to it,
- (b) The routes available for the transmission of said parcels from the point of entry into its territory or into its service,
- (c) Total amount to be credited to it by the other Administration for each destination.
- (d) Any other necessary information.

2. Each Administration shall make known to the other the names of the countries to which it intends to send parcels in transit through the other.

ARTICLE V**FIXING OF EQUIVALENTS**

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

ARTICLE VI**MAKE-UP OF PARCELS**

Every parcel shall:

- (a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The addresses shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

- (b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.
- Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.
- (c) Have sufficient space to take necessary service instructions as well as stamps and labels.

ARTICLE VII

SPECIAL PACKING

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal or of stout wood, or strong fibreboard of equal strength) shall be left a space which shall be filled with sawdust, bran or some other absorbent material in sufficient quantity to absorb all the liquid contents in the case of breakage.
2. Dry coloring powders such as aniline blue, etc., shall be admitted only if enclosed in stout metal boxes placed inside wooden boxes with sawdust between the two receptacles.
3. A parcel containing films as well as the dispatch note relating thereto, if one is required, must have affixed a "Caution" label with the notation in black letters "Keep away from fire, heat and open flame lights", or a similar notation.
4. Every parcel containing precious stones, jewelry, articles of gold or silver, platinum or any other precious object, shall be placed in a strong case of wood or metal with an outer covering of cloth or stout paper.

ARTICLE VIII

DISPATCH NOTES AND CUSTOMS DECLARATIONS

1. Each parcel sent to Pakistan shall be accompanied by a dispatch note and two Customs declarations and each parcel sent to the United States of

America shall be accompanied by one Customs declaration, according to the regulations of the country of destination. The Customs declarations and dispatch notes shall be firmly attached to the parcels to which they relate.

2. The two Administrations accept no responsibility in respect of the accuracy of Customs declarations.

ARTICLE IX

ADVICE OF DELIVERY

1. Insured parcels for which the senders ask an advice of delivery shall be very prominently marked "Advice of Delivery" or "A.R."

2. Such parcels shall be accompanied by a form similar to that annexed to the Detailed Regulations of the Convention of the Universal Postal Union. The Advice of Delivery form shall be prepared by the office of origin or by any other office appointed by the Administration of origin and shall be firmly attached to the parcel to which it relates. If it does not reach the office of destination, that office shall make out officially a new Advice of Delivery form.

3. The office of destination, after having duly filled up the form, shall return it by ordinary post unenclosed and free of postage to the address of the sender of the parcel.

4. When the sender makes inquiry concerning an advice of delivery which has not been returned to him after a reasonable interval, action shall be taken in accordance with the rules laid down in Article X following. In that case a second fee shall not be charged, and the office of origin shall enter the words "Duplicate Advice of Delivery" at the top of the form.

ARTICLE X

ADVICE OF DELIVERY APPLIED FOR AFTER POSTING

1. When the sender applies for an Advice of Delivery after an insured parcel has been posted, the office of origin or any other office appointed by the Administration of origin shall fill up an Advice of Delivery form and shall attach it to a form of inquiry.

2. The form of inquiry accompanied by the Advice of Delivery form shall be treated according to the provisions of Article XI below, with the single exception that, in the case of the due delivery of the parcel, the office of destination shall withdraw the form of inquiry and shall return the Advice of Delivery form in the manner prescribed in paragraph 3 of the preceding Article.

ARTICLE XI

INDICATION OF INSURED VALUE

Every insured parcel and the relative dispatch note shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be both in words and in figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

ARTICLE XII

LABELS AND SEALS

1. Every insured parcel and its dispatch note as well shall bear on the address side a small red label with the words "Insured" or "Valeur declaree" in large letters, or these words shall be marked or stamped on the parcel and the dispatch note.

2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Moreover, the labels and postage stamps, if any, shall not be folded over the sides of the cover so as to hide the edge.

ARTICLE XIII

SEALING OF PARCELS

1. Ordinary parcels may be sealed at the option of the senders or careful tying is sufficient as a mode of closing.

2. Every insured parcel shall be sealed by means of wax, lead or other seals of a private mark as required by the internal regulations of the country of origin. The seals must be sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation.

3. The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed.

ARTICLE XIV

INDICATION OF WEIGHT OF INSURED PARCELS

The exact weight in pounds and ounces of each insured parcel shall be entered by the Administration of origin:

- (a) on the address side of the parcel, and
- (b) on the dispatch note, if one is used, in the place reserved for this purpose.

ARTICLE XV

SERIAL NUMBER AND PLACE OF POSTING

Each parcel and the relative dispatch note shall bear a label indicating the serial number and the name of the office of posting, or the serial number and the place of posting may be indicated on the parcel itself if no label for this purpose is used. An office of posting shall not use two or more series of labels at the same time, unless each series is provided with a distinctive mark.

ARTICLE XVI

RETRANSMISSION

1. The Administration retransmitting a missent parcel shall not levy customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report

the error by means of a verification note.

In other cases the retransmitting Administration shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance and if the amount credited to it is insufficient to cover the expenses of retransmission which it has to defray, it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected, in consequence of the removal of the addressee or of an error on the part of the sender, to a country with which Pakistan or the United States of America has parcel post communication, shall be claimed from the Administration to which the parcel is forwarded; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination.

4. A parcel which is redirected shall be retransmitted in the original packing and shall be accompanied by the original dispatch note. If the parcel, for any reason whatsoever, has to be repacked or if the original dispatch note has to be replaced by a substitute note, the name of the office of origin of the parcel, the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the dispatch note.

ARTICLE XVII**RETURN OF UNDELIVERABLE PARCELS**

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIV, Section 1, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the period prescribed by the regulations of the country of destination.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative dispatch note the cause of non-delivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original dispatch note belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" in the "Observations" column. It shall be dealt with and charged like a parcel redirected in consequence of the removal of the addressee.

ARTICLE XVIII**SALE, DESTRUCTION**

When a parcel has been sold or destroyed in accordance with the provisions of Article XXV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which (along with the dispatch note in the case of parcels addressed for delivery in Pakistan) shall be transmitted to the Administration of origin.

The proceeds of the sale shall be used to defray the charges on the parcel.

ARTICLE XIX**INQUIRIES CONCERNING PARCELS**

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of

the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually agreed between the two Administrations.

ARTICLE XX

PARCEL BILLS

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand and for insured parcels on the other hand. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is enclosed in one of the bags. The bag containing the parcel bill is designated with the letter "F" conspicuously marked on the label.

2. Ordinary parcels sent to Pakistan shall be entered on the parcel bills to show their total number according to the following divisions of weight:

- (a) Up to 1 kilogramme (2 pounds),
- (b) from 1 to 5 kilogrammes (11 pounds), and
- (c) from 5 to 10 kilogrammes (22 pounds)

Ordinary parcels sent to the United States of America shall be entered on the parcel bills to show the total number of parcels and the total net weight thereof.

3. Insured parcels, sent from either country shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin. In the case of insured parcels for the United States of America, the total net weight of the parcels must also be shown; in the case of insured parcels for Pakistan, the divisions of weight must be shown the same as in the case of ordinary parcels.

4. Parcels sent à découvert must be entered separately.

5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of bags comprising each dispatch must also be shown on the parcel bill.

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series for each office of exchange of destination and, as far as possible, shall enter below the number the name of the ship conveying the mail. A note of the last number of the year shall be made on the first parcel bill of the following year.

ARTICLE XXI

CHECK BY OFFICES OF EXCHANGE, NOTIFICATION OF IRREGULARITIES

1. On receipt of a mail, whether of parcels or of empty bags, the office of exchange shall check the parcels and the various documents which accompany them, or the empty bags, as the case may be, against the particulars entered on the relative parcel bill and, if necessary, shall report missing articles or other irregularities by means of a verification note.

2. Any discrepancies in the credits and accounting shall be notified to the dispatching office of exchange by verification note. The accepted verification notes shall be attached to the parcel bills to which they relate. Corrections made on parcel bills not supported by vouchers shall not be considered valid.

ARTICLE XXII

CREDITS

1. The territorial credit due to Pakistan for parcels addressed for delivery in the service of its territory shall be 1.35 francs for each parcel up to 1 kilogramme in weight, 1.75 francs for each parcel over 1 up to 5 kilogrammes in weight, and 3.50 francs for each parcel over 5 up to 10 kilogrammes in weight.

2. The territorial credit due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch:

For parcels addressed to the United States of America (continent)
0.70 franc per kilogramme.

The combined territorial and maritime credits due to the United States of America for parcels addressed for delivery in the service of its possessions are as follows:

For parcels addressed to Alaska, 2.20 francs per kilogramme.

For parcels addressed to Puerto Rico and the Virgin Islands, 1.05 francs per kilogramme.

For parcels addressed to Samoa, Guam and Hawaii, 1.85 francs per kilogramme.

3. Each Administration reserves the right to vary its territorial rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rate mentioned in Sections 1 and 2 of this Article. Such reduction or increase shall be effective for a period of not less than one year.

ARTICLE XXII

ACCOUNTING FOR CREDITS

1. Each Administration shall cause each of its offices of exchange to prepare monthly for all the parcel mails dispatched to it during the month by each of the offices of exchange of the other Administration, a statement of the total amounts entered on the parcel bills, whether to its credit or to its debit.

2. These statements shall be afterwards summarized by the same Administration in quarterly accounts which, accompanied by the parcel bills relating thereto, shall be forwarded to the corresponding Administration in the course of the quarter following that to which it relates.

3. The recapitulation, transmission, examination and acceptance of these accounts must be effected as early as possible and at the latest within a

period of 5 months from the end of the period to which the accounts relate. After acceptance, the accounts shall be summarized in a quarterly general account prepared by the Administration to which the balance is due and payment of the balance shall take place, at the latest, at the expiration of the following quarter. After expiration of this term, the sums due from one Administration to the other shall bear interest at the rate of 5 per cent per annum to be reckoned from the date of expiration of the said term. The balance due must be paid by sight draft drawn on New York or by any other means agreed to by correspondence. The adjustment of accounts will be in United States of America dollars.

ARTICLE XXIII

ENTRY INTO FORCE AND DURATION OF THE DETAILED REGULATIONS

The present Detailed Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The administration concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate and signed at Washington, the 7th day of October, 1955, and at Karachi, the 20th day of July, 1955

ARTHUR E SUMMERFIELD
The Postmaster General of
the United States of America

[SEAL]

S. A. SIDDIQI
Director General of Posts
and Telegraphs of Pakistan
for and on behalf of the
Governor-General of Pakistan

The foregoing Regulations for the Execution of the Parcel Post Agreement between the United States of America and Pakistan have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

DWIGHT D EISENHOWER

[SEAL]

By the President:

HERBERT HOOVER Jr

Acting Secretary of State

Washington, October 26, 1955.

URUGUAY

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington January 13, 1956;
Entered into force January 13, 1956.*

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of the Oriental Republic of Uruguay desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas there is well advanced the design and development of several types of research reactors (as defined in Article X of this Agreement); and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of the Oriental Republic of Uruguay desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission"), desires to assist the Government of the Oriental Republic of Uruguay in such a program;

The Parties therefore agree as follows:

ARTICLE I

Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields:

- A. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.
- B. Health and safety problems related to the operation and use of research reactors.
- C. The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

ARTICLE II

A. The Commission will lease to the Government of the Oriental Republic of Uruguay uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of the Oriental Republic of Uruguay, in consultation with the Commission, decides to construct and as required in agreed experiments related thereto. Also, the Commission will lease to the Government of the Oriental Republic of Uruguay uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of the Oriental Republic of Uruguay may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of the Oriental Republic of Uruguay shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of the Oriental Republic of Uruguay to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

B. The quantity of uranium enriched in the isotope U-235 transferred by the Commission and in the custody of the Government of the Oriental Republic of Uruguay shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Uruguay or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

C. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

D. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VI and VII.

ARTICLE III

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease through such means as it deems appropriate, to the Government of the Oriental Republic of Uruguay or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Uruguay. The sale or lease of these materials shall be on such terms as may be agreed.

ARTICLE IV

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or Uruguay may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article I, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to, and perform services for, the Government of the Oriental Republic of Uruguay and such persons under its jurisdiction as are authorized by the Government of the Oriental Republic of Uruguay to receive and possess such materials and utilize such services, subject to:

A. Limitations in Article V.

B. Applicable laws, regulations and license requirements of the Government of the United States and the Government of the Oriental Republic of Uruguay.

ARTICLE V

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of the Oriental Republic of Uruguay or author-

ized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

ARTICLE VI

A. The Government of the Oriental Republic of Uruguay agrees to maintain such safeguards as are necessary to assure that the uranium enriched in the isotope U-235 leased from the Commission shall be used solely for the purpose agreed in accordance with this Agreement and to assure the safekeeping of this material.

B. The Government of the Oriental Republic of Uruguay agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of the Oriental Republic of Uruguay or authorized persons under its jurisdiction, shall be used solely for the design, construction, and operation of research reactors which the Government of the Oriental Republic of Uruguay decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

C. In regard to research reactors constructed pursuant to this Agreement the Government of the Oriental Republic of Uruguay agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of the Oriental Republic of Uruguay will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

ARTICLE VII

Guarantees Prescribed by the United States Atomic Energy Act of 1954

68 Stat. 940.
42 U.S.C. § 2163.

The Government of the Oriental Republic of Uruguay guarantees that:

A. Safeguards provided in Article VI shall be maintained.

B. No material, including equipment and devices, transferred to the Government of the Oriental Republic of Uruguay or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Oriental Republic of

Uruguay except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

ARTICLE VIII

This Agreement shall enter into force on January 13, 1956, and remain in force until January 12, 1961, inclusively, and shall be subject to renewal as may be mutually agreed.

At the expiration of this Agreement or an extension thereof the Government of the Oriental Republic of Uruguay shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel material leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of the Oriental Republic of Uruguay, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

ARTICLE IX

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in Uruguay.

ARTICLE X

For the purposes of this Agreement:

A. "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

B. "Equipment and devices" means any instrument or apparatus, and includes research reactors, as defined herein, and their component parts.

C. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

D. The terms "Restricted Data", "atomic weapon", and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington in duplicate this thirteenth day of January, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY F. HOLLAND
*Assistant Secretary of State for
Inter-American Affairs*

LEWIS L. STRAUSS
*Chairman, United States
Atomic Energy Commission*

FOR THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY:

JOSÉ A. MORA
*Ambassador of the
Oriental Republic of Uruguay*

SWEDEN

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington January 18, 1956;
Entered into force January 18, 1956.*

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

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of Sweden desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas there is well advanced the design and development of several types of research reactors (as defined in Article X of this Agreement); and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of Sweden desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission"), desires to assist the Government of Sweden in such a program;

The Parties therefore agree as follows:

ARTICLE I

Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields:

- A. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.
- B. Health and safety problems related to the operation and use of research reactors.
- C. The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

ARTICLE II

A. The Commission will lease to the Government of Sweden uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of Sweden, in consultation with the Commission, decides to construct and as required in agreed experiments related thereto. Also, the Commission will lease to the Government of Sweden uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of Sweden may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of Sweden shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of Sweden to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

B. The quantity of uranium enriched in the isotope U-235 transferred by the Commission and in the custody of the Government of Sweden shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Sweden or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

C. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the

Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

D. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VI and VII.

ARTICLE III

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease through such means as it deems appropriate, to the Government of Sweden or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Sweden. The sale or lease of these materials shall be on such terms as may be agreed.

ARTICLE IV

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or Sweden may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article I, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to, and perform services for, the Government of Sweden and such persons under its jurisdiction as are authorized by the Government of Sweden to receive and possess such materials and utilize such services, subject to:

- A. Limitations in Article V.
- B. Applicable laws, regulations and license requirements of the Government of the United States and the Government of Sweden.

ARTICLE V

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of Sweden or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

ARTICLE VI

A. The Government of Sweden agrees to maintain such safeguards as are necessary to assure that the uranium enriched in the isotope U-235 leased from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

B. The Government of Sweden agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of Sweden or authorized persons under its jurisdiction, shall be used solely for the design, construction, and operation of research reactors which the Government of Sweden decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

C. In regard to research reactors constructed pursuant to this Agreement the Government of Sweden agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of Sweden will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

ARTICLE VII

68 Stat. 940.
42 U. S. C. § 2153.

Guarantees Prescribed by the United States Atomic Energy Act of 1954

The Government of Sweden guarantees that:

A. Safeguards provided in Article VI shall be maintained.

B. No material, including equipment and devices, transferred to the Government of Sweden or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Sweden except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

ARTICLE VIII

This Agreement shall enter into force on January 18, 1956 and remain in force until January 17, 1961, inclusively, and shall be subject to renewal as may be mutually agreed.

At the expiration of this Agreement or any extension thereof the Government of Sweden shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel material leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of Sweden, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

ARTICLE IX

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in Sweden.

ARTICLE X

For purposes of this Agreement:

A. "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

B. "Equipment and devices" means any instrument or apparatus, and includes research reactors, as defined herein, and their component parts.

C. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

D. The terms "Restricted Data", "atomic weapon", and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

68 Stat. 919.
42 U. S. C. § 2011
et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington in duplicate this eighteenth day of January, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C. BURKE ELBRICK

Deputy Assistant Secretary of State for European Affairs

LEWIS L. STRAUSS

Chairman, United States Atomic Energy Commission

FOR THE GOVERNMENT OF SWEDEN:

ERIK BOHEMAN

Ambassador of Sweden

FEDERAL REPUBLIC OF GERMANY

Interchange of Patent Rights and Technical Information for Defense Purposes

*Agreement and exchange of notes
Signed at Bonn January 4, 1956;
Entered into force January 4, 1956;
Operative retroactively December 27, 1955.*

Agreement between the Government of the United States of America and the Government of the Federal Republic of Germany to Facilitate Interchange of Patent Rights and Technical Information for Defense Purposes

The Government of the United States of America and the Government of the Federal Republic of Germany.

Having in mind the Mutual Defense Assistance Agreement between the United States of America and the Federal Republic of Germany signed in Bonn on June 30, 1955, which provides in Article III that the parties should negotiate, upon the request of either of them, appropriate arrangements between them respecting patents and technical information;

Desiring generally to assist in the production of equipment

Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Bundesrepublik Deutschland zur Erleichterung des Austausches von Patenten und technischen Erfahrungen für Verteidigungszwecke.

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Bundesrepublik Deutschland—

in Anbetracht des zwischen den Vereinigten Staaten von Amerika und der Bundesrepublik Deutschland in Bonn am 30. Juni 1955 unterzeichneten Abkommens über gegenseitige Verteidigungshilfe, welches in Artikel III vorsieht, daß auf Ersuchen des einen oder anderen Teiles über geeignete Abmachungen betreffend Patente und technische Erfahrungen verhandelt werden soll;

in dem allgemeinen Wunsch, die Erzeugung von

TIAS 3443.
6 UST 5999.

and materials for defense, by facilitating and expediting the interchange of patent rights and technical information; and

Acknowledging that the rights of private owners of patents and technical information should be fully recognized and protected in accordance with the law applicable to such patents and technical information;

Have agreed as follows:

Article I

Each Contracting Government shall whenever practicable, without undue limitation of, or impediment to, defense production, facilitate the use of privately-owned patent rights and encourage the flow and use of privately-owned technical information, as defined in Article VIII, for defense purposes

- (a) through the medium of any existing commercial relationships between the owner of such patent rights and technical information and those in the other country having the right thereby to use

Gerät und Material für Verteidigungszwecke durch Erleichterung und Beschleunigung des gegenseitigen Austausches von Patenten und technischen Erfahrungen zu fördern, und

in Anerkennung des Grundsatzes, daß die Rechte privater Inhaber von Patenten und technischen Erfahrungen nach Maßgabe der auf diese Patente und technischen Erfahrungen anwendbaren Rechtsvorschriften in vollem Umfang zu wahren und zu schützen sind—

sind wie folgt übereingekommen:

Artikel I

Jede Vertragschließende Regierung wird, soweit dies ohne ungebührliche Begrenzung oder Behinderung der Rüstungsproduktion durchführbar ist, die Benutzung von Patenten, deren Inhaber Privatpersonen sind, erleichtern und den Austausch und die Benutzung von eben solchen technischen Erfahrungen im Sinne von Artikel VIII für Verteidigungszwecke fördern, und zwar:

- a) mittels bestehender geschäftlicher Beziehungen zwischen dem Inhaber dieser Patente und technischen Erfahrungen und Personen im anderen Staat, die zur Benutzung solcher Patente und tech-

such patent rights and technical information; and

- (b) in the absence of such existing relationships, through the creation of such relationships by the owner and the user in the other country,

provided that, in the case of classified information, such arrangements are permitted by the laws and security requirements of both Governments, and provided further that the terms of all such arrangements shall remain subject to the applicable laws of the two countries.

Article II

When, for defense purposes, technical information is supplied by one Contracting Government to the other for information only, and this is stipulated at the time of supply, the Recipient Government shall treat the technical information as disclosed in confidence and use its best endeavors to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

nischer Erfahrungen berechtigt sind und,

- b) soweit solche Beziehungen nicht bestehen, durch Herstellen solcher Beziehungen zwischen dem Inhaber und dem Benutzer im anderen Staat,

vorausgesetzt, daß im Falle von geheimzuhaltenden Erfahrungen solche Abmachungen nach den Rechtsvorschriften und Sicherheitsbestimmungen beider Regierungen zulässig sind, und daß die Bedingungen aller dieser Abmachungen weiterhin den einschlägigen Rechtsvorschriften beider Staaten unterliegen.

Artikel II

Werden technische Erfahrungen von einer Vertragschließenden Regierung für Verteidigungszwecke der anderen nur zur Kenntnisnahme übermittelt und wird dies zur Zeit der Übermittlung ausdrücklich bestimmt, so hat die Empfängerregierung diese Erfahrungen als vertrauliche Mitteilungen zu behandeln und nach bestem Vermögen zu gewährleisten, daß diese Erfahrungen nicht in einer Weise behandelt werden, daß dadurch die Rechte des Inhabers auf Erlangung eines Patents oder entsprechender gesetzlicher Schutzrechte beeinträchtigt werden.

Article III

When technical information made available, under agreed procedures, by one Contracting Government to the other for the purposes of defense discloses an invention which is the subject of a patent or patent application held in secrecy in the country of origin, similar treatment shall be accorded a corresponding patent application filed in the other country

Artikel III

Wird mit technischen Erfahrungen, die nach vereinbarten Verfahren von einer Vertragschließenden Regierung der anderen für Verteidigungszwecke zur Verfügung gestellt werden, eine Erfindung mitgeteilt, die Gegenstand eines im Herkunftsland geheimgehaltenen Patents oder einer geheimgehaltenen Patentanmeldung bildet, so ist einer in dem anderen Staat hinterlegten entsprechenden Patentanmeldung eine ähnliche Behandlung zu gewähren.

Article IV

1. Where privately-owned technical information

- (a) has been communicated by or on behalf of the owner thereof to the Contracting Government of the country of which he is a national, and
- (b) is subsequently disclosed by that Government to the other Contracting Government for the purpose of defense and is used or disclosed by the latter Government without the express or implied consent of the owner,

the Contracting Governments agree that, where any compensation is paid

Artikel IV

(1) Wurden in privater Hand befindliche technische Erfahrungen

- a) von dem Inhaber oder in dessen Namen der Vertragschließenden Regierung des Staates, dessen Staatsangehörigkeit er besitzt, übermittelt und
- b) in der Folge von dieser Regierung der anderen Vertragschließenden Regierung für Verteidigungszwecke mitgeteilt und von dieser ohne ausdrückliche oder stillschweigende Zustimmung des Inhabers benutzt oder preisgegeben,

so stimmen die Vertragschließenden Regierungen dahingehend überein, daß, wenn dem

to the owner by the Contracting Government first receiving the information, such payment shall be without prejudice to any arrangements which may be made between the two Governments regarding the assumption as between them of liability for compensation. The Technical Property Committee established under Article VI of this Agreement will discuss and make recommendations to the Governments concerning such arrangements.

2. When, for the purposes of defense, technical information is made available by a national of one Contracting Government to the other Government at the latter's request, and use or disclosure is subsequently made of that information for any purpose whether or not for defense, the Recipient Government shall, at the owner's request, take such steps as may be possible under its laws to provide prompt, just and effective compensation for such use or disclosure to the extent that the owner may be entitled thereto under such laws.
3. Nothing in this Agreement shall affect any rights that an owner of patents and of technical information may

Inhaber von der Vertragschließenden Regierung, der die Erfahrungen als erster übermittelt worden sind, eine Entschädigung gezahlt wird, diese Zahlung Abmachungen nicht berührt, die zwischen den beiden Regierungen über die Übernahme der Entschädigungs pflicht gegebenenfalls getroffen werden. Der nach Artikel VI dieses Abkommens gebildete Ausschuß für Patente und technische Erfahrungen erörtert solche Abmachungen und legt den Regierungen diesbezügliche Empfehlungen vor.

(2) Werden von einem Staatsangehörigen einer vertragschließenden Regierung der anderen Regierung auf deren Ersuchen technische Erfahrungen für Verteidigungszwecke zur Verfügung gestellt und werden sie in der Folge für die Verteidigung oder für sonstige Zwecke benutzt oder preisgegeben, so trifft die Empfängerregierung auf Antrag des Inhabers alle nach ihren Rechtsvorschriften möglichen Maßnahmen, um eine schnelle, gerechte und wirksame Entschädigung für diese Benutzung oder Preisgabe zu leisten, soweit der Inhaber auf Grund dieser Rechtsvorschriften darauf Anspruch hat.

(3) Die Rechte des Inhabers von Patenten oder technischen Erfahrungen, Entschädigungsansprüche gemäß den einschlä-

have to assert claims against the Contracting Governments before the courts, as provided by relevant national legislation.

gigen gesetzlichen Vorschriften ihrer Staaten gegen die Vertragschließenden Regierungen vor Gericht geltend zu machen, werden durch die Bestimmungen dieses Abkommens nicht berührt.

Article V

1. When one Contracting Government owns or has the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to use the invention without cost, except to the extent that there may be liability to a private owner with established interests in the invention.

2. When one Contracting Government owns or controls an entity owning or having the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to a license on terms at least as favorable as may be received by the Government owning or controlling the entity concerned or by other entities thereof, provided that the owning or controlling Government is not placed

Artikel V

(1) Ist eine Vertragschließende Regierung Inhaberin einer Erfindung oder ist sie berechtigt, eine Lizenz zur Benutzung einer Erfindung zu erteilen und wird diese Erfindung von der anderen Regierung zu Verteidigungszwecken benutzt, so ist die benutzende Regierung berechtigt, die Erfindung unentgeltlich zu benutzen, jedoch nur in dem Umfang, in dem keine Verpflichtungen einem privaten Inhaber gegenüber bestehen, dessen Rechte an der Erfindung festgestellt sind.

2) Ist eine Körperschaft oder Stelle, die im Eigentum einer der Vertragschließenden Regierungen steht oder von ihr kontrolliert wird, Inhaberin einer Erfindung oder ist sie berechtigt, eine Lizenz zur Benutzung einer Erfindung zu erteilen, und wird diese Erfindung von der anderen Regierung zu Verteidigungszwecken benutzt, so hat die benutzende Regierung Anspruch auf Erteilung einer Lizenz unter Bedingungen, die mindestens so günstig sind, wie sie die Regierung erhalten würde, die Eigentümerin der betreffenden Körperschaft oder Stelle ist

under financial obligations thereby.

oder diese kontrolliert, oder wie sie anderen Körperschaften oder Stellen dieser Regierung gewährt werden würden; dies gilt nur insoweit, als für diejenige Regierung, der die Eigentumsrechte oder die Kontrollbefugnisse zustehen, hierdurch keine finanziellen Verpflichtungen entstehen.

Article VI

Each Contracting Government shall designate a representative to meet with the representative of the other Contracting Government to constitute a Technical Property Committee. It shall be the function of this Committee:

- (a) To consider and make recommendations on such matters relating to the subject of this Agreement as may be brought before it by either Contracting Government.
- (b) To make recommendations to the Contracting Governments concerning any question, brought to its attention by either Government, relating to patent rights and technical information which arises in connection with the mutual defense program.
- (c) To assist, where appropriate, in the negotiation of commercial or other

Artikel VI

Jede Vertragschließende Regierung ernennt einen Vertreter, der zusammen mit dem Vertreter der anderen Vertragschließenden Regierung einen Ausschuß für Patente und technische Erfahrungen bildet. Dieser Ausschuß hat die Aufgabe,

- a) die ihm im Zusammenhang mit diesem Abkommen von der einen oder anderen Vertragschließenden Regierung unterbreiteten Angelegenheiten zu prüfen und dazu Empfehlungen abzugeben;
- b) den Vertragschließenden Regierungen Empfehlungen zu jeder im Zusammenhang mit dem gemeinsamen Verteidigungsprogramm stehenden Frage zu geben, auf die er von einer der Regierungen hingewiesen wird und die sich auf Patente und technische Erfahrungen bezieht;
- c) dort, wo es angezeigt ist, Verhandlungen über Handels- oder sonstige Abkom-

agreements for the use of patent rights and technical information in the mutual defense program.

- (d) To take note of pertinent commercial or other agreements for the use of patent rigths and technical information in the mutual defense program, and, where necessary, to obtain the views of the two Governments on the acceptability of such agreements.

- (e) To assist, where appropriate, in the procurement of licenses and to make recommendations, where appropriate, respecting payment of indemnities covering inventions used in the mutual defense program.
- (f) To encourage projects for technical collaboration between and among the armed services of the two Contracting Governments and to facilitate the use of patent rigths and technical information in such projects.

- (g) To keep under review all questions concerning the use, for the purposes of men über die Benutzung von Patenten und technischen Erfahrungen im gemeinsamen Verteidigungsprogramm zu unterstützen;
- d) einschlägige Handels- oder sonstige Abkommen über die Benutzung von Patenten und technischen Erfahrungen im gemeinsamen Verteidigungsprogramm zur Kenntnis zu nehmen und erforderlichenfalls die Stellungnahme der beiden Regierungen über die Vereinbarkeit solcher Abkommen mit diesem Abkommen einzuholen;
- e) sich, wo es angezeigt ist, für die Erlangung von Lizzenzen zu verwenden und Empfehlungen über Zahlungen oder Entschädigungen für Erfindungen zu geben, die im gemeinsamen Verteidigungsprogramm benutzt werden;
- f) Vorhaben betreffend die technische Zusammenarbeit zwischen den Dienststellen der Streitkräfte der beiden Vertragschließenden Regierungen zu fördern und die Benutzung von Patenten und technischen Erfahrungen für diese Vorhaben zu erleichtern;
- g) alle Fragen über die Benutzung von Erfindungen, die zur Zeit oder in der

the mutual defense program, of all inventions which are, or hereafter come, within the provisions of Article V.

- (h) To make recommendations to the Contracting Governments, either with respect to particular cases or in general, on the means by which any disparities between the laws of the two countries governing the compensation for or otherwise concerning technical information made available for defense purposes might be remedied.

Article VII

Upon request, each Contracting Government shall, as far as practicable, supply to the other Government all necessary information and other assistance required for the purposes of:

- (a) affording the owner of technical information made available for defense purposes the opportunity of protecting and preserving any rights he may have in the technical information; and
- (b) assessing payments and awards arising out of

Folge unter die Bestimmungen des Artikels V fallen, für die Zwecke des gemeinsamen Verteidigungsprogramms zu verfolgen;

- (h) den Vertragschließenden Regierungen entweder in bestimmten Fällen oder allgemein Empfehlungen zu geben über die Mittel zur Behebung von Ungleichheiten zwischen den Rechtsvorschriften beider Staaten über die Entschädigung für technische Erfahrungen, die für Verteidigungszwecke zur Verfügung gestellt wurden, oder über andere Fragen im Zusammenhang mit diesen Erfahrungen.

Artikel VII

Jede Vertragschließende Regierung macht auf Ersuchen und soweit praktisch durchführbar der anderen Regierung alle erforderlichen Angaben und leistet jede sonstige Hilfe, die erforderlich ist,

- a) um dem Inhaber technischer Erfahrungen, die für Verteidigungszwecke zur Verfügung gestellt wurden, Gelegenheit zu geben, alle Rechte zu schützen und zu wahren, die er an den technischen Erfahrungen gegebenenfalls besitzt; und
- b) um die Zahlungen und Zuwendungen zu ermit-

the use of patent rights and technical information made available for defense purposes.

teln, die sich aus der Benutzung von Patenten und technischen Erfahrungen ergeben, die für Verteidigungszwecke zur Verfügung gestellt wurden.

Article VIII

1. "Technical information" as used in this Agreement means information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him and not available to the public.
2. The term "use" includes manufacture by or for a Contracting Government.
3. Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy.
4. Nothing in this Agreement shall contravene present or future security arrangements between the Contracting Governments.
5. German nationals for the purpose of this Agreement are Germans within the meaning of Article 116 of the Basic Law.

Artikel VIII

(1) "Technische Erfahrungen" im Sinne dieses Abkommens sind Erfahrungen, die der Öffentlichkeit nicht zur Verfügung stehen und die von ihrem Inhaber und den von ihm eingeweihten Personen herühren bzw. ihm oder diesem Personenkreis bekannt sind.

(2) Der Ausdruck "Benutzung" schließt die Herstellung durch eine Vertragschließende Regierung oder für diese ein.

(3) Dieses Abkommen findet keine Anwendung auf Patente, Patentanmeldungen und technische Erfahrungen auf dem Gebiete der Atomenergie.

(4) Dieses Abkommen darf gegen die geltenden oder zukünftigen Sicherheitsabmachungen zwischen den Vertragschließenden Regierungen nicht verstossen.

(5) Deutsche Staatsangehörige im Sinne dieses Abkommens sind Deutsche im Sinne des Artikels 116 des Grundgesetzes.

Article IX

1. This Agreement shall enter into force definitively [¹] on the date on which the Mutual Defense Assistance Agreement, signed at Bonn on June 30, 1955, enters into force, but shall be applied provisionally from the date of signature.
2. The terms of this Agreement may be reviewed at any time at the request of either Contracting Government.
3. Without prejudice to obligations and liabilities which have accrued pursuant to the terms of this Agreement, this Agreement shall terminate on the date when the Mutual Defense Assistance Agreement terminates or six months after notice of termination by either Contracting Government, whichever is sooner, provided that the provisional application may be terminated by one month's notice by either Contracting Government.

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

Artikel IX

1. Dieses Abkommen tritt endgültig an dem Tage in Kraft, an welchem das am 30. Juni 1955 zu Bonn unterzeichnete Abkommen über gegenseitige Verteidigungshilfe in Kraft tritt, wird aber bereits vom Tag seiner Unterzeichnung an vorläufig angewendet.
2. Die Bestimmungen dieses Abkommens können jederzeit auf Ersuchen einer der Vertragschließenden Regierungen überprüft werden.
3. Unbeschadet der Verpflichtungen und Verbindlichkeiten, die aus diesem Abkommen entstanden sind, tritt dieses Abkommen mit dem Tage außer Kraft, an dem das Abkommen über gegenseitige Verteidigungshilfe abläuft, oder 6 Monate nach seiner Kündigung durch eine der Vertragschließenden Regierungen, je nachdem, welcher Zeitpunkt der frühere ist; jedoch kann die vorläufige Anwendung mit einmonatiger Kündigungsfrist durch jede der Vertragschließenden Regierungen beendet werden.

Zu Urkund dessen haben die von ihren Regierungen hierzu gehörig befugten Unterzeichneten dieses Abkommen unterschrieben:

¹ The date of signature of this agreement, Jan. 4, 1956, is considered the definitive date of entry into force thereof, since the Mutual Defense Assistance Agreement entered into force prior thereto (Dec. 27, 1955); however, the operative date is considered to be the date upon which the Mutual Defense Assistance Agreement entered into force.

Done at Bonn, in duplicate,
in the English and German
languages, both of which texts
are authentic, this 4th day of
January 1956.

For the Government of the
United States of America:
JAMES BRYANT CONANT

Geschehen zu Bonn am 4.
Januar 1956 in doppelter
Urschrift in englischer und in
deutscher Sprache, wobei der
Wortlaut in beiden Sprachen
gleichermaßen verbindlich ist.

Für die Regierung der
Bundesrepublik Deutschland:
v BRENTANO.

*The Minister for Foreign Affairs of the Federal Republic of Germany
to the American Ambassador*

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, den 4. Januar 1956

EURE EXZELLENZ!

Bezüglich des am 4. Januar 1956 zwischen unseren beiden Regierungen abgeschlossenen "Abkommen zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika zur Erleichterung des Austausches von Patenten und technischen Erfahrungen für Verteidigungszwecke" möchten wir vorschlagen, daß die folgenden Auslegungen als formeller Bestandteil unserer gegenseitigen Vereinbarung betrachtet werden:

1. Bezüglich des Artikels IV wird anerkannt, daß die Maßnahmen unserer beiden Regierungen bei der gegenseitigen Übermittlung technischer Erfahrungen, deren Inhaber Privatpersonen sind, oder bei der späteren Preisgabe oder Benutzung solcher Erfahrungen anlässlich einer Preisgabe oder Benutzung derartiger Erfahrungen ohne Zustimmung des Inhabers gegebenenfalls zu einer Haftung der einen Regierung oder beider Regierungen nach den jeweiligen Gesetzen führen können. Es wird ferner anerkannt, daß in gewissen Fällen von der übermittelnden Regierung Entschädigung zu zahlen ist, obgleich die Zahlung einer solchen Entschädigung gegebenenfalls auf die Nichteinhaltung der Bedingungen, unter denen die Erfahrungen zugänglich gemacht worden sind, durch die Empfängerregierung zurückzuführen ist.

Es wird davon ausgegangen, daß es in allen Fällen, in denen gegebenenfalls eine Entschädigung an einen privaten Inhaber als Folge der Nichteinhaltung der Bedingungen durch die Empfängerregierung zu zahlen ist, nach den Gesetzen unserer beiden Staaten möglich sein sollte, Abmachungen für die Übernahme der endgültigen Haftung durch die Empfängerregierung zu treffen. Sollten jedoch Abweichungen in den Gesetzen unserer beiden Staaten gegenseitig zufriedenstellende Abmachungen für die Übernahme der endgültigen Haftung in diesen oder in sonstigen Fällen nicht zulassen, so wird davon ausgegangen, daß der Aus-

schuß für Patente und technische Erfahrungen diese Abweichungen als eine Angelegenheit behandeln wird, die unter Artikel VI (h) fällt.

2. Es wird davon ausgegangen, daß Artikel IV private Inhaber technischer Erfahrungen nicht daran hindert, sich darum zu bemühen, Entschädigung oder Schutz auf dem üblichen Rechtswege zu erlangen, wenn sie dies für angezeigt halten.

3. In Artikel V soll der Ausdruck "kontrolliert" einen überwiegenden Einfluß der Regierung auf die Geschäftsführung der betreffenden Körperschaft oder Stelle bedeuten, insbesondere insoweit, als die Regierung die Körperschaft oder Stelle anweisen kann, eine Lizenz im Sinne dieses Artikels zu gewähren.

4. Unter erneuter Bezugnahme auf Artikel V wird davon ausgegangen, daß die benutzende Regierung nur dann "berechtigt ist, die Erfindung unentgeltlich zu benutzen" oder "Anspruch auf Erteilung einer Lizenz unter Bedingungen hat, die mindestens so günstig sind wie sie die Regierung erhalten würde, die Eigentümerin der betreffenden Körperschaft oder Stelle ist oder diese kontrolliert, oder wie sie anderen Körperschaften oder Stellen dieser Regierung gewährt werden würden", wenn diese Erfindung oder diese Lizenz für Verteidigungszwecke benutzt wird. Wird die Erfindung oder die Lizenz für zivile Zwecke benutzt, so steht fest, daß Artikel V nicht anwendbar ist.

Die Bestätigung dieser Vereinbarungen durch die Regierung der Vereinigten Staaten würde begrüßt werden.

Ich benutze die Gelegenheit, Eure Exzellenz erneut des Ausdrucks meiner ausgezeichneten Hochachtung zu versichern.

v BRENTANO.

Seiner Exzellenz

JAMES B. CONANT

Ausserordentlicher

und Bevollmächtigter

Botschafter der

Vereinigten Staaten

von Amerika

Bad Godesberg

Translation

THE FEDERAL MINISTER
FOR FOREIGN AFFAIRS

BONN, January 4, 1956

YOUR EXCELLENCY:

With reference to the "Agreement between the Government of the Federal Republic of Germany and the Government of the United States of America to Facilitate the Interchange of Patent Rights and Technical Information for Defense Purposes," which was concluded between our two Governments on January 4, 1956, we should like to propose that the following interpretations be formally made an integral part of our mutual agreement:

[For the English language text of the interpretations see *infra*.]

The confirmation of these agreements by the Government of the United States will be appreciated.

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

v BRENTANO.

His Excellency

JAMES B. CONANT,
Ambassador Extraordinary
and Plenipotentiary
of the United States of America,
Bad Godesberg.

*The American Ambassador to the Minister for Foreign Affairs of
the Federal Republic of Germany*

BONN, January 4, 1956.

EXCELLENCY:

I have the honor to acknowledge your letter of January 4, 1956, setting forth certain interpretations concerning the "Agreement Between the Government of the United States of America and the Government of the Federal Republic of Germany to Facilitate Interchange of Patent Rights and Technical Information for Defense Purposes" concluded between our two Governments on January 4, 1956. This letter states:

1. With regard to Article IV it is recognized that the actions of our two Governments in transmitting privately-owned technical information to each other, or in the subsequent dis-

closure or use of such information, might on occasion result in liability by one or both of our Governments, under our respective laws, by reason of a disclosure or use of such information without consent of the owner. It is further recognized that in certain cases compensation might be paid by the transmitting Government even though the payment of such compensation might have resulted from the failure of the Recipient Government to respect the conditions under which the information was made available.

It is believed that, in any cases in which compensation might be payable to a private owner in consequence of such failure on the part of the Recipient Government, it should be possible under the laws of our respective countries to make arrangements for the assumption of ultimate liability by the Recipient Government. In the event, however, that discrepancies in the laws of our two countries should preclude mutually satisfactory arrangements for the assumption of ultimate liability under this or other circumstances, it is understood that the Technical Property Committee will consider such discrepancies as a matter falling within the purview of Article VI (h).

2. It is understood that Article IV does not preclude private owners of technical information from endeavoring to obtain compensation or protection, whenever they think appropriate, through normal legal procedures.

3. In Article V, the term "control" is meant to express a predominant influence of the Government in the management of the entity concerned, especially to the extent that the Government is qualified to instruct the entity to grant a license in the sense of this Article.

4. Referring again to Article V, it is understood that the using Government shall be "entitled to use the invention without cost" or be "entitled to a license on terms at least as favorable as may be received by the Government owning or controlling the entity concerned or by other entities thereof" only if such invention or such license is used for defense purposes. Whenever the invention or license is used for civil needs, it is evident that Article V is not applicable.

I have the honor to confirm that the interpretations as given in your letter are acceptable to my Government.

Please accept the renewed assurances of my highest consideration.

JAMES B. CONANT
American Ambassador

His Excellency

Mr. HEINRICH VON BRENTANO,
Minister for Foreign Affairs,
Bonn.

CUBA

Financial Arrangements for Furnishing Certain Supplies and Services to Naval Vessels

*Agreement signed at Habana January 10, 1956;
Date of entry into force: April 9, 1956.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CUBA CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS OF BOTH COUNTRIES.

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE CUBA SOBRE ARREGLOS FINANCIEROS PARA EL SUMINISTRO DE CIERTOS ABASTECIMIENTOS Y SERVICIOS A BUQUES DE LA MARINA DE GUERRA DE AMBOS PAISES.

In consideration of the fact that from time to time naval vessels of the United States of America may visit ports and naval activities of Cuba, and likewise, naval vessels of Cuba may visit ports and naval activities of the United States of America, the Government of the United States of America and the Government of Cuba agree that supplies and services will be furnished on a reimbursable basis by each of the two Governments to naval vessels of the other Government as follows:

En consideración al hecho de que de cuando en cuando los buques de la Marina de Guerra de los Estados Unidos de América visitan los puertos y dependencias navales de Cuba, y así mismo, de que los buques de la Marina de Guerra de Cuba visitan los puertos y dependencias navales de los Estados Unidos de América, el Gobierno de los Estados Unidos de América y el Gobierno de Cuba convienen en que cada uno de los dos Gobiernos suministrará abastecimientos y servicios a los buques de la Marina de Guerra del otro Gobierno mediante reembolso del valor como sigue:

ARTICLE 1. - Routine port services, such as pilotage, tugs, garbage removal, line handling, and utilities, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds, on the condition that such services are available in the naval establishment of the host Government.

ARTICLE 2. - Miscellaneous supplies, such as fuel, provisions, spare parts and general stores, will be furnished by each of the Governments to visiting naval vessels of the Other Government on a reimbursable basis without an advance of funds, on the condition that such miscellaneous supplies are available in the naval supply system of the host Government.

ARTICLE 3. - Services, such as overhauling, repairs, alterations,

ARTICULO 1. - Cada Gobierno suministrará a los buques visitantes de la Marina de Guerra del otro Gobierno a base de reembolso del valor sin adelanto de fondos, servicios rutinarios de puerto, tales como pilotaje, remolcadores, recogida de desperdicios, atraque a muelles y servicios públicos, a condición de que dichos servicios se encuentren disponibles en el establecimiento naval del Gobierno que brinda hospedaje.

ARTICULO 2. - Cada Gobierno suministrará a los buques visitantes de la Marina de Guerra del otro Gobierno a base de reembolso del valor sin adelanto de fondos, abastecimientos diversos tales como combustible, provisiones, repuestos y artículos navales, a condición de que dichos abastecimientos diversos se encuentren disponibles dentro del sistema de suministros navales del Gobierno que brinda hospedaje.

ARTICULO 3. - Cada Gobierno proporcionará a los buques visitantes de la Mari-

and installation of equipment, together with supplies incidental thereto, will be furnished by each of the Governments to visiting naval vessels of the other Government when funds to cover the estimated cost of such supplies and services have been made available in advance by the benefiting Government, on the condition that such supplies are available in the naval supply system of the host Government or readily obtainable from commercial sources.

ARTICLE 4. - Supplies which are distinctive to the naval service of the host Government, and supplies which have been duly classified under applicable security regulations of such naval service, shall not be required to be furnished under the terms of this Agreement.

ARTICLE 5. - Costs of services to be furnished in accordance with

na de Guerra del otro Gobierno servicios tales como revisiones, reparaciones, alteraciones e instalaciones de equipos, así como abastecimientos inherentes a los mismos, cuando el Gobierno beneficiado haya hecho por adelantado provisión de los fondos que cubran el costo estimado de dichos abastecimientos y servicios, a condición de que dichos abastecimientos se encuentren disponibles dentro del sistema de suministros navales del Gobierno que concede hospedaje o de que se puedan obtener fácilmente en fuentes comerciales.

ARTICULO 4. - Dentro de los términos de este Acuerdo no se solicitarán abastecimientos que sean característicos del servicio naval que concede hospedaje ni abastecimientos que hayan sido debidamente clasificados de conformidad con reglamentos de seguridad aplicables a dicho servicio naval.

ARTICULO 5. - El costo de los servicios que se suministren de conformidad con el

Article 1 of this Agreement will be reimbursed to the host Government at the standard rate prescribed for use within the naval service of the host Government. In the absence of a standard rate, such costs will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services. Costs of services to be performed in accordance with Article 3 of this Agreement will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services, plus charges covering the cost of military pay and allowances and depreciation of machinery and equipment. If such services covered by either Article 1 or Article 3 are obtained

Artículo 1 de este Acuerdo será reembolsado al Gobierno que concede hospedaje conforme a las tasas corrientes establecidas por el servicio naval de dicho Gobierno. A falta de tasas corrientes, se reembolsarán totalmente dichos costos al Gobierno que concede hospedaje, incluyendo el costo de mano de obra, materiales, y gastos generales en que haya incurrido el establecimiento naval que prestó los servicios. Se reembolsará totalmente al Gobierno que otorgue hospedaje el costo de los servicios que se presenten de conformidad con el Artículo 3 de este Acuerdo, incluyendo el costo de mano de obra, materiales, y gastos generales incurridos por la actividad naval que prestó dichos servicios, más los cargos que cubran el costo de sueldos y asignaciones militares y depreciación de maquinaria y equipo. Si los servicios a que se refiere el Artículo 1 ó el Artículo 3 se obtuvieran comercialmente, el reembolso se efectuará por el monto del costo contratado por el Gobierno que brin-

commercially, reimbursement will be made in the amount of the contract cost to the host Government. Costs of supplies to be furnished in accordance with Article 2 of this Agreement will be reimbursed at the prices at which such supplies are regularly made available for use within the naval service of the host Government, plus accessory charges covering costs of such items as packing, crating, handling and transportation.

ARTICLE 6. - Prior to departure of a visiting naval vessel or vessels from a port or naval activity of the host Government, the commanding officer of such visiting naval vessel or vessels will be presented with one bill covering the total value of all services rendered and supplies furnished by the port or naval activity. This bill will be either paid in cash or appropriately certified by such commanding officer as to

da hospedaje. El costo de los abastecimientos que se suministrarán de conformidad con el Artículo 2 de este Acuerdo será reembolsado a los precios a que dichos abastecimientos se pongan regularmente a disposición del servicio naval del Gobierno que dá hospedaje, más los cargos accesorios que cubran el costo de otras partidas tales como embalaje, jajas, manipulación y transporte.

ARTICULO 6. - Antes de que uno o más buques visitantes zarpen de un puerto o establecimiento naval del Gobierno que haya dado hospedaje, se presentará al Comandante de dicho buque o buques visitantes una factura por el valor total de todos los servicios prestados y los abastecimientos suministrados por el puerto o establecimiento naval. Esta factura será cancelada al contado o en su defecto dicho Comandante certificará haber recibido y aceptado los servicios y abastecimientos que figuren en ella. La factura con dicha certificación

the receipt and acceptance of the services and supplies listed thereon. The bill so certified will be returned to the appropriate naval representative at the port or naval activity, who will forward it in such manner as may be prescribed by regulation of his naval service for ultimate presentation to the appropriate representative of the benefiting Government. The bill will be due and payable within a period of thirty (30) days from the time of presentation to such representative.

ARTICLE 7. -In the case of an extended visit, intermittent billings for the supplies and services furnished hereunder will be presented to the commanding officer of the visiting naval vessel or vessels at such intervals as may be mutually agreed upon between such commanding officer and the naval representative of the port or naval activity.

será devuelta al representante naval del puerto o establecimiento naval, quien la remitirá en la forma prescrita por el reglamento de su servicio naval para su presentación final al representante que corresponda del Gobierno beneficiado. La factura vencerá y será abonada dentro de treinta (30) días, a partir de la fecha de presentación a dicho representante.

ARTICULO 7. - En el caso de visitas prolongadas, se presentará al Comandante del buque o buques visitantes, a intervalos que serán mutuamente convenidos entre dicho Comandante y el representante naval del puerto o establecimiento naval, facturas por los abastecimientos y servicios prestados de conformidad con este Acuerdo. Dichas facturas serán certificadas y tramitadas para su pago en la misma forma prevista en el Artículo 6 de este Acuerdo.

ARTICULO 8. -Todos los pagos por servicios y abastecimientos contemplados en

Such billings will be certified and processed for payment in the same manner as provided in Article 6 hereof.

ARTICLE 8. - All payments for services and supplies covered by this Agreement shall be made in the currency of the host Government.

ARTICLE 9. - This Agreement shall come in force ninety (90) days from the date of signature thereof [1] and shall apply to all supplies and services furnished on or after such date. Either of the signatory Governments may terminate this Agreement by giving notice of such termination at least ninety (90) days in advance of the effective date thereof.

IN WITNESS WHEREOF, The undersigned, being duly authorized by their respective Governments, have signed this Agreement. Done in duplicate in the English and the

este Acuerdo serán hechos en la moneda del Gobierno que brinda hospedaje.

ARTICULO 9. - Este Acuerdo entrará en vigencia a los noventa (90) días de la fecha de haber sido suscrito y se aplicará a todos los abastecimientos y servicios prestados en o después de dicha fecha. Cualquiera de los Gobiernos signatarios podrá dar por terminado este Acuerdo dando aviso de su terminación por lo menos con noventa (90) días de anticipación a la fecha en que ella deba surtir sus efectos.

EN FE DE LO CUAL, los abajo firmantes debidamente autorizados por sus respectivos Gobiernos, han suscrito este Acuerdo por duplicado en los idiomas inglés y español, a los diez días del

¹ Apr. 9, 1956.

Spanish languages this tenth day mes de enero del año 1956.
of January, 1956.

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA.

WILLIAM GOODWIN COOPER ARTHUR GARDNER

POR EL GOBIERNO DE CUBA

JOSÉ E. RODRIGUEZ G GUELL

LIBYA

Relief Supplies and Equipment: Duty-Free Entry and Exemption From Internal Taxation

*Agreement effected by exchange of notes
Signed at Tripoli December 6 and 22, 1955;
Entered into force December 22, 1955.*

*The American Ambassador to the Libyan Prime Minister and
Minister of Foreign Affairs*

AMERICAN EMBASSY,
Tripoli, December 6, 1955

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in Libya. I also have the honor to confirm the understandings reached as a result of those conversations, as follows:

1. The Government of Libya shall accord duty-free entry into Libya, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Libya which have been or hereafter shall be approved by the Government of Libya.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small selfhelp industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this Agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Libya to the ultimate beneficiary will be borne by the Government of Libya.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of Libya, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Libya.

I have the honor to propose that, if these understandings meet with the approval of the Government of Libya, this note and your Excellency's note in reply constitute an agreement between our two Governments, effective on the date of your Excellency's reply, to remain in force until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it.

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

JOHN L. TAPPIN

His Excellency

MUSTAFA BEN HALIM,

*Prime Minister and Minister of Foreign Affairs
of the United Kingdom of Libya,
Tripoli.*

The Libyan Prime Minister and Minister of Foreign Affairs to the
American Ambassador

الملكة الليبية المتحدة

وزارة الخارجية

طرابلس عن ٢٢ ديسمبر ١٩٥٥

يا صاحب السعادة ،

انشرف بأن أتهد بتسليم رسالتكم المؤرخة من ٦ ديسمبر ١٩٥٥ والتي
بعها كما يلى مترجمها إلى العربية .

* انتشرف بأن اشير إلى المحادثات التي دارت بين مثل حكومتنا
بشأن تدابير تهدف إلى تسهيل ابراز ظاهر حخصوصية لشمور الصداقات
بين شعوب بلداننا من طريق قيام افراد ومؤسسات من الولايات المتحدة اختيارا
بتقديم هدايا من اطعمة ومواد أخرى أساسية لافراد ومؤسسات في ليبيا
وأنتشرف كذلك بأن أورد فيما يلى المقتضيات التي تم التفاهم حولها كنتيجة
لتلك المحادثات

١ - تسمح الحكومة الليبية بدخول اصناف البضائع التي توافق عليها حركة
الولايات المتحدة الى ليبيا معفاة من الرسوم الجمركية ومن الرسوم المعول
بها في الداخل والتي اهديت الى جمعيات حبانية وهيئات اصلاحية اميركية
حرة مصروف بها حسب انظمة الحكومة الاميركية ، أو اشتهرت من قبل هذه
المؤسسات وسلمت الى نفس هذه المؤسسات بما في ذلك بروتها الموجدة
من ليبيا والتي وافقت الحكومة الليبية عليها أو التي ستتوافق عليها بما يلى

٢ - يجوز ان تشمل تلك الاصناف بضائع تصون انظمة حركة الولايات
المتحدة بارسالها كمساعدات من المحيط ومن يسراها مواد أساسية صرورية
للتغذية والكساء والإدمة وغيرها من مواد الامانة والمعدات اللازمة لتأمين
المشروعات الصحية والتعليم والتربيه والزراعة ولتشجيع الصناعات الصغيرة
التي تعتمد على نفسها ، على الا تشمل هذه البضائع التبغ والسمّاجار

صاحب السعادة جون ل. ثاين
سفير الولايات المتحدة بليبيا
طرابلس

والسجائر والمشروبات الكحولية والمواد الخاصة بالاستعمال الشخصى لبعضى هذه المؤسسات

٣ - تعمى المواد والادوات التى تستوردها المؤسسات التى توافق عليها كل من الحكومتين للقيام بالاعمال المنصوص عليها من هذا الاتفاق من رسوم التوريد والتصدیر وكذلك من المواد الداخلية ولن تشمل هذه المئون والادوات اى منها خاصة بالاستعمال الشخصى لبعضى هذه المؤسسات

٤ - ستتحمل الحكومة الليبية نفقات شحن البؤن والادوات داخل ليبيا بما من ذلك مصاريف البناء والتسيير والتحسين وما ماثلها من النفقات وكذلك مصاريف النقل لا يصلحها الى مستحقتها

٥ - تعتبر البؤن التي تقدمها المؤسسات الحرة اضافية بالنسبة لمحصل التموين التي يستحقها الافراد بوجوب ترتيبات اخرى

٦ - يجوز لمؤسسات مرددة تقوم بعمليات بموجب هذه الاتفاقية أن تعقد اتفاقات اضافية مع الحكومة الليبية ، ولا تضر هذه الاتفاقية ما يليها أية تسهيلات تحصل عليها أى من تلك المؤسسات بموجب ما يسمى وبين الحكومة الليبية من اتفاقات

فإذا قالت الحكومة الليبية هذه المقترفات بالموافقة على الشرف أن اقترح أن تشكل هذه المذكرة ورد دولتكم عليها اتفاقا بين حكومتينا يكون سارى المفعول اعتبارا من تاريخ رد دولتكم ولمدة ثلاثة شهور سعد تسلم احدى الحكومتين اشعارا خطيا للحكومة الاجرى سررها على انهائه " .

وردا عليها أشرف أن انهى بموافقة الحكومة الليبية على هذه المقترفات وباعتبار رسالتكم وردنا عليها يملئان اتفاقا بين حكومتينا

أرجو أن تنصلوا ، يا صاحب السعادة ، بقبول احترام الفائق وتقديرى العظيم

صطفى بن حليم

رئيس الوزارة و وزير الخارجية

Translation

UNITED KINGDOM OF LIBYA
MINISTRY OF FOREIGN AFFAIRS

TRIPOLI, December 22, 1955

EXCELLENCY.

I have the honor to acknowledge the receipt of your note dated December 6, 1955, the text of which has been translated into Arabic as follows.

[For the English language text of the note, see *ante*, p. 71.]

In reply, I have the honor to state that the Government of Libya agrees to this proposal and that it considers your note and our reply to it as constituting an agreement between our two governments.

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

MUSTAFA BEN HALIM
*Prime Minister and Minister of
Foreign Affairs*

His Excellency JOHN L. TAPPIN,
Ambassador of the United States,
Tripoli.

KOREA

Mutual Defense Assistance: Loan of United States Naval Vessels

*Agreement effected by exchange of notes
Signed at Seoul December 28, 1955;
Entered into force December 28, 1955.*

*The American Charge d'Affaires ad interim to the Korean Acting
Minister of Foreign Affairs*

No. 110

AMERICAN EMBASSY,
Seoul, December 28, 1955.

EXCELLENCY:

I have the honor to refer to the exchange of Notes, dated January 29, 1955, which constituted an agreement between our two Governments concerning the terms under which naval vessels will be loaned to the Government of the Republic of Korea by the Government of the United States of America.

TIAS 3163.
6 UST 20.

I have been instructed to inform you that the Government of the United States is now prepared to loan the following additional vessels to the Government of the Republic of Korea:

3 Minesweepers (MSC)

I propose that the present Note and your Note in reply be considered as constituting an agreement that the vessels listed above are loaned to the Government of the Republic of Korea under the terms of the exchange of Notes of January 29, 1955.

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

CARL W. STROM

His Excellency

CHO CHONG-HWAN,

*Acting Minister of Foreign Affairs of
the Republic of Korea.*

*The Korean Acting Minister of Foreign Affairs to the American
Charge d'Affaires ad interim*

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

NO. 88P3166A145

DECEMBER 28, 1955

SIR:

I have the honor to acknowledge the receipt of your Note of this date, the contents of which are as follows:

"I have the honor to refer to the exchange of Notes, dated January 29, 1955, which constituted an agreement between our two Governments concerning the terms under which naval vessels will be loaned to the Government of the Republic of Korea by the Government of the United States of America.

I have been instructed to inform you that the Government of the United States is now prepared to loan the following additional vessels to the Government of the Republic of Korea:

3 Minesweepers (MSC)

I propose that the present Note and your Note in reply be considered as constituting an agreement that the vessels listed above are loaned to the Government of the Republic of Korea under the terms of the exchange of Notes of January 29, 1955."

In reply, I have the honor to state that the proposals contained in your Note are acceptable to the Government of the Republic of Korea and to confirm that your Note and this reply shall be regarded as constituting an agreement between our two Governments, with effect as from this date.

Accept, Sir, the renewed assurances of my most distinguished consideration.

Cho CHONG-HWAN

[SEAL]

The Honorable

CARL W STROM

Charge d'Affaires a. i.

American Embassy

Seoul.

MULTILATERAL

World Health Organization Regulations No. 1

Adopted by the First World Health Assembly at Geneva, July 24, 1948.

Entered into force January 1, 1950.

And Supplementary Regulations

Adopted by the Second World Health Assembly at Geneva, June 30, 1949.

UNITED NATIONS

WORLD HEALTH
ORGANIZATION

NATIONS UNIES

ORGANISATION MONDIALE
DE LA SANTÉ

WORLD HEALTH ORGANIZATION REGULATIONS NO. I REGARDING NOMENCLATURE (INCLUDING THE COM- PILATION AND PUBLICATION OF STATISTICS) WITH RESPECT TO DISEASES AND CAUSES OF DEATH

The World Health Assembly,

Recognizing the importance of ensuring as far as possible the uniformity and comparability of statistics of diseases and causes of death,

Having regard to Articles 2 (s), 21 (b), 22 and 64 of the Constitution of the World Health Organization,

ADOPTS this twenty-fourth day of July one thousand nine hundred and forty-eight the following Regulations, which may be cited as the Nomenclature Regulations 1948.

TIAS 1808.
62 Stat., pt. 3, pp.
2682, 2685, 2692.

Article 1

Members of the World Health Organization for whom these Regulations shall come into force under Article 20 of the present Regulations (hereinafter referred to as Members) shall compile and publish annually for each calendar year statistics of causes of death, in accordance with Articles 2-8, 12, 17-19 of the Regulations and in accordance with the classification, nomenclature and numbering as set out in the Lists given in the Manual of the International Statistical Classification of Diseases, Injuries, and Causes of Death, annexed to the present Regulations. The Lists hereinafter mentioned are the Lists set forth in the Annex.

Article 2

Each Member shall code mortality statistics in accordance with the International Statistical Classification of Diseases, Injuries, and Causes of Death with or without four-digit subcategories, and using for the purpose the Tabular List of Inclusions and Alphabetical Index.

Article 3

Each Member shall publish statistics of causes of death in respect of:

- (a) its territory as a whole
- (b) principal towns
- (c) national aggregates of urban areas (districts)
- (d) national aggregate of rural areas (districts).

Each Member shall append to the statistics referred to under (c) and (d) the definition of "urban" and "rural" areas applied therein.

For the purpose of this Article and of Articles 6 and 16, "territory" designates the metropolitan (home) territory of the Member, and not dependent territories, whether protectorates, colonies, other outlying possessions or territories under trusteeship.

Article 4

Statistics of causes of death in respect of the territory of a Member, taken as a whole, shall be published in accordance with:

- (a) the List of three-digit categories of the Classification (Detailed List) with or without four-digit subcategories;

or, if this is not possible, in accordance with:

- (b) the Intermediate List of 150 Causes.

Article 5

Statistics of causes of death in respect of principal towns, national aggregates of urban areas (districts), national aggregate of rural areas (districts) shall be published in accordance with:

- (a) the Intermediate List of 150 Causes;

or, if this is not possible, in accordance with:

- (b) The Abbreviated List of 50 Causes.

If they are given in greater detail, without reaching the extent of the Detailed List, they shall be so arranged that, by suitable grouping, they can be reduced to the Intermediate List of 150 Causes or to the Abbreviated List of 50 Causes.

Article 6

Statistics of causes of death shall be published according to the following sex and age groupings:

(a) for: the whole territory of the Member

(i) by sex and

(ii) for the ages:

under one year

single years to 4 years inclusive

five-year groups from 5 to 84 years

85 years and over;

(b) for: each town of 1,000,000 population and over, otherwise

the largest town with population of at least 100,000;

national aggregate of urban areas of 100,000 population and over;

national aggregate of urban areas of less than 100,000 population;

national aggregate of rural areas

(i) by sex and

(ii) for the ages:

under one year

1- 4 years

5-14 years

15-24 years

25-44 years

45-64 years

65-74 years

75 years and over.

If the age grouping is given in greater detail it shall be so arranged as to allow condensation into the age groups under (b) (ii).

Article 7

If statistics for administrative subdivisions are published by age the age grouping given under (b) (ii) of Article 6 shall be used.

Article 8

If special statistics of infant mortality are published by age, the following age grouping shall be used:

by single days for the first week of life (under one day, 1, 2, 3, 4, 5, 6 days)

7-13 days

14-20 days

21-27 days

28 days to 2 months

by single month of life from 2 months to one year (2, 3, 4, . . .
11 months).

Article 9

Each Member shall adopt a form of medical certificate of the cause of death that provides for the statement of:

- I. the disease or condition directly leading to death, together with such antecedent morbid conditions as may exist, so that the underlying cause of death will be clearly indicated, and
- II. such other significant conditions contributing to the death but not related to the disease or condition causing death.

The form of medical certificate of cause of death to be used shall conform as far as possible to the model given in the Annex.

Article 10

As far as possible, medical certification of the cause of death shall be the responsibility of the attending physician.

Article 11

As far as possible, the administrative procedure for the completion, transmission and statistical treatment of the medical certificate of cause of death shall ensure protection of the confidential nature of the medical information contained therein.

Article 12

Each Member shall adopt the underlying cause as the main cause for tabulation of mortality statistics. The selection of the underlying cause from the information stated on the medical certificate of cause of death shall follow the rules given in the Annex.

Article 13

Each Member, when preparing statistics of morbidity, shall code the causes of illness in accordance with the International Statistical Classification of Diseases, Injuries, and Causes of Death with or without four-digit subcategories, using for the purpose the Tabular List of Inclusions and Alphabetical Index.

Article 14

Each Member, when publishing statistics of morbidity, shall do so in accordance with:

- (a) the Detailed List, or

- (b) the Intermediate List of 150 Causes, or
- (c) the Special List of 50 Causes adapted to the use of social security organizations, depending upon the purpose of such statistics.

If they are published in another form the categories selected shall be so arranged that by suitable grouping they can be reduced to (a) the Detailed List, or (b) the Intermediate List, or (c) the Special List.

Article 15

Statistics of morbidity shall, in so far as possible, be compiled and published in accordance with the sex and age groupings specified in Articles 6, 7, and 8 for mortality statistics.

Article 16

Each Member undertakes to recommend that morbidity statistics published or compiled by autonomous official or non-official institutions and agencies within its territory conform as far as possible with the provisions of Articles 13–17.

Article 17

Each Member, in compiling and publishing mortality and morbidity statistics, shall have regard to such technical recommendations as may be made on these subjects by the World Health Assembly under Article 23 of the Constitution.

Article 18

Each Member shall, under Article 64 of the Constitution, provide the Director-General of the Organization with a copy of the statistics published in accordance with the present Regulations.

Article 19

The present Regulations shall come into force on the 1st of January 1950.

Article 20

The present Regulations shall apply to each Member, except such Member as may, under Article 22 of the Constitution, notify the Director-General of the Organization, within a period of 12 months from the date of adoption of these Regulations by the Assembly, of rejection or of reservations.

Article 21

Each Member may withdraw its rejections or the whole or any part of its reservations at any time by notifying the Director-General of the Organization.

Article 22

Each Member to which the present Regulations apply shall bring them to the notice of the Governments of the territories for whose international relations it is responsible, and may at any time notify the Director-General of the Organization that the Regulations shall extend to any or all of such territories with or without reservations. Each Member may withdraw the whole or any part of such reservations at any time by notifying the Director-General.

Article 23

The Director-General of the Organization shall notify all Members of the Organization of any rejections, reservations or withdrawals made under Articles 20, 21 and 22 of the present Regulations.

Article 24

The present Regulations and the Annex thereto may be amended by the World Health Assembly by regulations adopted under Articles 21 and 22 of the Constitution.

IN FAITH WHEREOF we have appended our signatures this twenty-fourth day of July 1948.

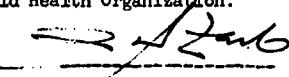
The President of the

World Health Assembly: (Signed) Dr. A. STAMPAR

The Director-General of the

World Health Organization: (Signed) BROCK CHISHOLM, M. D.

I hereby certify that the above
text is a true and complete copy
of the Nomenclature Regulations 1948
as deposited in the Archives of the
World Health Organization.



Chief, Legal Office

**SUPPLEMENTARY REGULATIONS TO WORLD HEALTH
ORGANIZATION REGULATIONS No. 1 REGARDING NO-
MENCLATURE (INCLUDING THE COMPILATION AND
PUBLICATION OF STATISTICS) WITH RESPECT TO
DISEASES AND CAUSES OF DEATH**

THE SECOND WORLD HEALTH ASSEMBLY,
Acting in accordance with Article 23 of the Nomenclature Regu-
lations 1948

ADOPTS, this thirtieth day of June one thousand nine hundred
and forty-nine the following Supplementary Regulations on No-
menclature (including the compilation and publication of statistics)
with respect to diseases and causes of death which may be cited
as the Nomenclature (Supplementary) Regulations 1949.

Article I

In Article 20 of the Nomenclature Regulations 1948 there shall
be made the amendments specified in the Schedule to these
Supplementary Regulations, being amendments which facilitate
the giving of notice under Article 22 of the Constitution to such
States as shall have become Members of the Organization sub-
sequent to the date of the adoption of the Nomenclature Regu-
lations 1948 by the World Health Assembly, and accordingly
the said Article 20 of the Nomenclature Regulations 1948 shall
have effect as amended by these Supplementary Regulations.

Article II

Without prejudice to Article 22 of the Constitution these Sup-
plementary Regulations shall apply to each Member within
sixty days of the notification of their adoption by the World
Health Assembly.

SCHEDULE**AMENDMENT OF THE
NOMENCLATURE REGULATIONS 1948****Amendment of Article 20**

In line 3 after the words "the date of" there shall be inserted the words "the notification of the".

IN WITNESS WHEREOF we have set our hands this first day of July one thousand nine hundred and forty-nine.

The President of the World Health Assembly
(Signed) KARL EVANG

The Director-General of the World Health Organization
(Signed) BROCK CHISHOLM

I hereby certify that the above text is a true and complete copy of the Nomenclature (Supplementary) Regulations 1949 as deposited in the Archives of the World Health Organization.

Chief, Legal Office

UNITED NATIONS

NATIONS UNIES

WORLD HEALTH
ORGANIZATIONORGANISATION MONDIALE
DE LA SANTÉ

REGLEMENT No 1
DE L'ORGANISATION MONDIALE DE LA SANTE
RELATIF A LA NOMENCLATURE
(Y COMPRIS L'ETABLISSEMENT ET LA PUBLICATION DE STATISTIQUES)
CONCERNANT LES MALADIES ET CAUSES DE DECES

L'Assemblée Mondiale de la Santé,

Considérant qu'il est important d'assurer, dans toute la mesure du possible, l'uniformité de nomenclature et la comparabilité des statistiques des maladies et causes de décès;

Vu les articles 2 s), 21 b), 22 et 64 de la Constitution de l'Organisation Mondiale de la Santé,

ADOPTE, ce vingt-quatre juillet mil neuf cent quarante-huit, le Règlement suivant, qui sera dénommé Règlement de Nomenclature de 1948.

Article 1er

Les Etats Membres de l'Organisation Mondiale de la Santé auxquels le présent Règlement sera applicable, aux termes de l'article 20 du présent Règlement (appelés ci-après les Etats Membres), établiront et publieront annuellement, pour chaque année calendaire, des statistiques de causes de décès, conformément aux articles 2 à 8, 12, 17 à 19 du présent Règlement, et suivant la classification, la nomenclature et la numérotation indiquées dans les Listes contenues dans le Manuel de la Classification statistique internationale des Maladies, Traumatismes et Causes de Décès, annexé au présent Règlement. Les Listes mentionnées ci-après sont les Listes contenues dans l'Annexe.

Article 2

Chaque Etat Membre effectuera le "codage" des données de la statistique des décès conformément à la Classification statistique internationale des Maladies, Traumatismes et Causes de Décès, avec ou sans emploi des sous-rubriques à quatre chiffres, et en faisant usage à cet effet de la Liste synoptique des termes à inclure et de l'Index alphabétique.

Article 3

Chaque Etat Membre publiera des statistiques de causes de décès relatives à :

- a) son territoire, considéré dans son ensemble;
- b) ses villes principales;
- c) des groupements de villes (zones urbaines);
- d) l'ensemble de ses zones rurales.

Chaque Etat Membre indiquera, en publiant les statistiques prévues sous c) et d), la définition des zones "urbaines" et "rurales" auxquelles se rapportent ces statistiques.

Le "territoire" visé dans le présent article et les articles 6 et 16 est le territoire métropolitain de l'Etat Membre, et non les territoires qui en dépendent, qu'il s'agisse de protectorats, de colonies, d'autres possessions extérieures ou de territoires sous tutelle.

Article 4

Les statistiques de causes de décès concernant le territoire d'un Membre, considéré dans son ensemble, seront publiées selon :

- a) la Liste de rubriques à trois chiffres de la Classification (Liste détaillée), avec ou sans les sous-rubriques à quatre chiffres; ou, si la chose n'est pas possible, selon :
- b) la Liste intermédiaire de 150 rubriques.

Article 5

Les statistiques de causes de décès concernant les villes principales, les groupements de villes (zones urbaines), l'ensemble des zones rurales, seront publiées selon :

- a) la Liste intermédiaire de 150 rubriques;

ou, si la chose n'est pas possible, selon :

- b) la Liste abrégée de 50 rubriques.

Si ces statistiques sont établies avec plus de détails que les listes ci-dessus, sans toutefois atteindre l'extension de la Liste détaillée, elles seront arrangées de telle façon que, par des regroupements appropriés, elles puissent être ramenées à la Liste intermédiaire de 150 rubriques ou à la Liste abrégée de 50 rubriques.

Article 6

Les statistiques de causes de décès seront publiées selon les groupements de sexe et d'âges suivants :

- a) pour : le territoire de l'Etat Membre, considéré dans son ensemble

i) par sexe et

ii) pour les âges suivants :

au-dessous d'un an

par année d'âge jusqu'à 4 ans inclus

par groupes de 5 ans, de 5 à 84 ans

85 ans et au-dessus,

- b) pour : chaque ville d'un million d'habitants ou plus, ou, à défaut, la plus grande ville de 100.000 habitants ou plus;

l'ensemble des villes de 100.000 habitants et plus;

l'ensemble des villes de moins de 100.000 habitants;

l'ensemble des zones rurales.

i) par sexe et
ii) pour les âges suivants :
au-dessous d'un an
1 - 4 ans
5 - 14 ans
15 - 24 ans
25 - 44 ans
45 - 64 ans
65 - 74 ans
75 ans et au-dessus.

Si la répartition selon l'âge est faite de façon plus détaillée, elle doit être arrangée de telle sorte que, par un regroupement approprié, il soit possible de la ramener aux groupes d'âges indiqués sous b) ii).

Article 7

Si des statistiques pour des subdivisions administratives sont publiées selon l'âge, le groupement d'âges à utiliser sera celui qui est donné au paragraphe b) ii) de l'article 6.

Article 8

Si des statistiques spéciales de mortalité infantile sont publiées selon l'âge, les groupes d'âges suivants seront utilisés :

jours, pendant la première semaine de vie (moins d'un jour, 1, 2, 3, 4,
5 et 6 jours)
7 - 13 jours
14 - 20 jours
21 - 27 jours
28 jours à 2 mois
mois, de 2 mois à un an (2, 3, 4, . . . 11 mois).

Article 9

Chaque Etat Membre adoptera un modèle de certificat médical de cause de décès permettant d'indiquer :

I. la maladie ou l'état morbide entraînant directement la mort avec tels autres états morbides antérieurs qui pourraient s'être produits, de telle sorte que la cause initiale du décès soit clairement indiquée, et

II. tels autres états morbides importants qui auraient pu contribuer au décès, sans toutefois être liés à la maladie ou à l'état morbide causant le décès.

Le modèle de certificat médical de cause de décès devra, autant que possible, être conforme au modèle donné en annexe.

Article 10

Autant que possible, la certification médicale de la cause de décès incombera aux médecins traitants.

Article 11

Les actes administratifs visant à compléter, transmettre et dépouiller pour la statistique le certificat médical de cause de décès devront, autant que possible, respecter le caractère confidentiel des renseignements d'ordre médical qu'il contient.

Article 12

Chaque Etat Membre adoptera la "cause initiale" de décès comme cause principale pour l'établissement des statistiques de mortalité. La sélection de la cause initiale, sur la base des renseignements contenus dans le certificat médical de cause de décès, sera faite conformément aux règles données en annexe.

Article 13

Pour l'établissement de statistiques de morbidité, chaque Etat Membre effectuera le codage des maladies conformément à la Classification statistique internationale des Maladies, Traumatismes et Causes de Décès, avec ou sans emploi des sous-rubriques à quatre chiffres; et en faisant usage à cet effet de la Liste synoptique des termes à inclure et de l'Index alphabétique.

Article 14

Chaque Etat Membre publiera ses statistiques de morbidité selon :

- a) la Liste détaillée, ou
- b) la Liste intermédiaire de 150 rubriques, ou
- c) la Liste spéciale de 50 rubriques, adaptée aux besoins des organismes de sécurité sociale,

suivant l'objet de ces statistiques.

Si ces statistiques sont publiées sous une autre forme, les rubriques choisies devront être arrangées de telle façon que, par un regroupement approprié, elles puissent être ramenées à a) la Liste détaillée, ou b) la Liste intermédiaire, ou c) la Liste spéciale.

Article 15

Les statistiques de morbidité devront, autant que possible, être établies et publiées selon les groupements de sexe et d'âge spécifiés aux articles 6, 7 et 8 pour les statistiques de mortalité.

Article 16

Chaque Etat Membre recommandera aux organismes et institutions autonomes officiels ou non, qui sur son territoire publient ou établissent des statistiques de morbidité, de se conformer, dans la mesure du possible, aux dispositions des articles 13 à 17.

Article 17

Chaque Etat Membre, dans la préparation et la publication de statistiques de mortalité et de morbidité, se conformera aux recommandations techniques que pourra faire l'Assemblée Mondiale de la Santé aux termes de l'article 23 de la Constitution.

Article 18

Chaque Etat Membre fera parvenir au Directeur général de l'Organisation, en application de l'article 64 de la Constitution, copie des statistiques publiées conformément au présent Règlement.

Article 19

Le présent Règlement entrera en vigueur le 1er janvier 1950.

Article 20

Le présent Règlement est applicable à tout Etat Membre qui n'a pas fait connaître au Directeur général de l'Organisation, conformément à l'article 22 de la Constitution, et dans un délai de 12 mois à partir de l'adoption dudit Règlement par l'Assemblée Mondiale de la Santé, son refus ou des réserves à son sujet.

Article 21

Chaque Etat Membre peut, à tout moment, rétracter son refus ou bien tout ou partie de ses réserves en notifiant sa rétractation au Directeur général de l'Organisation.

Article 22

Chaque Etat Membre auquel est applicable le présent Règlement le portera à la connaissance des gouvernements des territoires pour la conduite des relations internationales desquels il a la responsabilité; il pourra, à tout

moment, faire connaître au Directeur général de l'Organisation que ce Règlement est désormais en vigueur dans tel territoire ou dans l'ensemble de ces territoires, avec ou sans réserves. Chaque Etat Membre peut, à tout moment, retirer ses réserves en totalité ou en partie par une notification de ce retrait au Directeur général.

Article 23

Le Directeur général de l'Organisation devra notifier aux Etats Membres de l'Organisation tous refus, réserves ou rétractations formulés en application des articles 20, 21 et 22 du présent Règlement.

Article 24

Le présent Règlement et son Annexe peuvent être amendés par l'Assemblée Mondiale de la Santé en vertu d'un règlement adopté conformément aux articles 21 et 22 de la Constitution.

EN FOI DE QUOI, nous avons signé le présent document ce vingt-quatre juillet 1948.

Le Président de l'Assemblée Mondiale de la Santé :

(signé) Dr A. STAMPAR

Le Directeur général de l'Organisation Mondiale de la Santé :

(signé) Dr Brock CHISHOLM

Le texte ci-dessus reproduit constitue une expédition authentique et certifiée conforme du Règlement de Nomenclature de 1948, déposé aux Archives de l'Organisation Mondiale de la Santé.


Chef du Service juridique

REGLEMENT COMPLETANT LE REGLEMENT N° 1
DE L'ORGANISATION MONDIALE DE LA SANTE RELATIF A LA NOMENCLATURE
(Y COMPRIS L'ETABLISSEMENT ET LA PUBLICATION DE STATISTIQUES)
CONCERNANT LES MALADIES ET CAUSES DE DECES

LA DEUXIEME ASSEMBLEE MONDIALE DE LA SANTE

En application des dispositions de l'article 23 du Règlement de 1948
relatif à la Nomenclature,

ADOpte, ce trente juin neuf cent quarante-neuf, le Règlement sup-
plémentaire ci-après relatif à la nomenclature (y compris l'établissement
et la publication des statistiques) concernant les maladies et causes de
décès; ce Règlement sera dénommé Règlement (supplémentaire) de 1949 relatif
à la Nomenclature.

Article I

L'Article 20 du Règlement de 1948 relatif à la Nomenclature est amendé
comme il est indiqué dans l'annexe au présent Règlement supplémentaire,
lesdits amendements ayant pour objet de faciliter, en application de
l'Article 22 de la Constitution, les notifications qui doivent être faites
à des Pays devenant Membres de l'Organisation postérieurement à la date à
laquelle l'Assemblée Mondiale de la Santé a adopté le Règlement de 1948
relatif à la Nomenclature; en conséquence, ledit Article 20 du Règlement
de 1948 relatif à la Nomenclature produit effet, tel que modifié par le
présent Règlement supplémentaire.

Article II

Sous réserve des dispositions de l'Article 22 de la Constitution, le
présent Règlement supplémentaire est applicable à chaque Etat Membre dans
un délai de soixante jours à compter de la notification de son adoption par
l'Assemblée Mondiale de la Santé.

MODIFICATIONS APPORTEES AU REGLEMENT DE 1948
RELATIF A LA NOMENCLATURE

Modifications de l'Article 20

A la ligne 3, après les mots "à partir de", insérer les mots "la notification de".

EN FOI DE QUOI, ce premier juillet mil neuf cent quarante-neuf,
nous avons signé le présent document.

Le President de l'Assemblée Mondiale de la Santé

(signé) Karl Evang

Le Directeur général de l'Organisation Mondiale de la Santé

(signé) Brock Chisholm

Le texte ci-dessus reproduit constitue une expédition authentique et certifiée conforme du Règlement (supplémentaire) de 1949 relatif à la Nomenclature, déposé aux Archives de l'Organisation Mondiale de la Santé.



.....
Chef du Service juridique

*Text of the Reservations or Remarks formulated by certain Countries [¹]*AUSTRALIA:

Australian Government wishes to notify the following reservations in accordance with Article 22 of Constitution of WHO in connexion with the above-mentioned regulations:

Article 1

The acceptance of this Article is subject to the reservations, in relation to the Manual and otherwise, specified in respect of particular Articles.

Article 2

The "Alternative Classification of Accidents, Poisonings, and Violence (Nature of Injury)—NXVII", and such other matters as are notified from time to time to the Director-General, will be excluded from the Statistical Classification.

Article 3

The acceptance of this Article is subject to the reservations specified in respect of Articles 4 and 6.

Article 4

List to be adopted for publication in Australia will be a condensation of the Detailed List (a) but an expansion of the Intermediate List (b) and will be in such a form that the Intermediate List can be derived by addition of titles.

Article 6

Information to be published in accordance with paragraph (b) will relate only to each of the metropolitan areas of the respective states and will comprise a tabulation of causes by sex only.

Articles 9, 10, 11

The Australian Government rejects these articles.

Explanatory memorandum following.

The following comments are offered in regard to these reservations and rejections:

Articles 1 and 2 The Australian Government has not yet completed its study of the "Manual of the International Statistical Classification of Diseases, Injuries, and Causes of Death", and there may be some modifications it may wish to make apart from that referred to above. The extent to which the Manual will be adopted will therefore be notified in due course.

¹ Source: WHO Circular Letter 4.1950, Feb. 9, 1950. Not printed.

Causes of death are already being coded and tabulated in Australia as from 1st January, 1949, in accordance with the list of three digit categories (Detailed List), excluding Alternative Classifications—NXVII for which adequate data for an accurate classification would not be available. A limited number of four digit categories, yet to be determined, will be incorporated.

Article 4 As the Detailed List contains numerous causes from which few deaths occur in Australia, and, particularly, many titles that are of significance mainly for the classification of morbidity, it is felt that publication of the List in its entirety would not be warranted in the case of Australia. This is particularly so at the present time when considerable difficulty is being experienced in printing tables even in the shorter form of the 1938 Revision.

On the other hand, the Intermediate List of 150 Causes does not contain sufficient detail for Australian requirements. The proposed Australian adaptation has not yet been completed, but on present indications it will probably contain in the region of 400 titles, compared with the 764 categories of the Detailed International Statistical Classification.

Article 6 The metropolitan areas relate to the capital cities of the States and adjoining urban municipal areas within boundaries defined for Census purposes.

This will be a new table in Australia. The cities concerned, with their populations as recorded at the Census of 30 June, 1947, in parentheses, are as follows: Sydney (1,484,004); Melbourne (1,226,409); Brisbane (402,030); Adelaide (382,454); Perth (272,528); and Hobart (76,534).

The question of definition of urban and rural Divisions is at present under review and consideration will be given to extension of the Statistics when a decision has been reached in this matter.

In regard to publication of the information by age groups, a tabulation of this nature is made in the Australian Bureau of Census and Statistics for some metropolitan areas, e. g. Sydney, but it is not certain whether this procedure will be continued or whether such tabulations will later be undertaken by the State Statisticians concerned. In any case, it is felt that printing difficulties would under existing circumstances preclude publication by the Bureau of tables of causes by age-group for even only the two metropolitan areas of 1,000,000 population or over. Tables in the required form are, however, published annually by the State Statistician for the metropolitan area in the case of New South Wales (Metropolis—Sydney) and Queensland (Metropolis—Brisbane). The provisions of Article 6 will be brought under the notice of the Statisticians in the other States for consideration as

to whether publication of similar tables for their metropolitan areas would be practicable.

Articles 9, 10, 11 Though for the time being Australia has rejected these Articles, the position is that the matters dealt with therein are in Australia the subject of legislation by individual States, and consideration is being given to the most effective way in which these Articles could be implemented in Australia. You will be informed of the result of this consideration in due course. I would add that the provisions of Articles 10 and 11 already apply generally in the States, and it is expected that by the end of this year the form of medical certificates presented under Article 9 will also have been adopted on a Commonwealth-wide basis.

Articles 13, 14, 15 There are no reservations by Australia on the assumption that these provisions do not impose an actual obligation to publish morbidity statistics.

At present morbidity statistics are compiled in the Commonwealth Bureau of Census and Statistics only in respect to a restricted field of sickness, viz. cases in respect of which payments are made under the Commonwealth Sickness Benefits Scheme, which applies, subject to a means test and other qualifications, to males between the ages of 16 and 65 years and females between the ages of 16 and 60 years.

BURMA:

. I am directed to say that in rural areas in Burma, village headmen are normally the Registrars of Deaths in their respective village tracts and being non-medical men they will find it difficult to correctly classify the causes of death according to (a) the list of 999 causes of death, or (b) the intermediate list of 150 causes of death, even should they be supplied with instructions as to how to classify the causes of death. Furthermore, the collection of vital statistics in rural areas in Burma cannot yet be resumed during the post-war period due to various causes.

The Union Government realize that in order to avoid recording misleading information correct diagnosis of causes of death is essential. It is therefore proposed that in the first instance the collection of statistics in accordance with the intermediate list of 150 causes of death should be introduced in urban areas where causes of death can be verified by Medical Officers. But in view of the fact that a number of forms will have to be revised and printed and necessary instructions issued to the authorities concerned the Government of the Union of Burma do not consider it possible to introduce the Nomenclature Regulations, 1948, in Burma even in the intermediate form before the 1st January 1951.

Post, p. 122.

CEYLON:

. I have the honour to inform you that these regulations can be accepted with the reservations and modifications indicated below:-

Articles 1 and 2

The intermediate list of 150 causes will be adopted for our general purposes and the "external cause" will be used in the classification of violent deaths. Regarding nomenclature of causes of death peculiar to Ceylon which have no equivalents in the international classification, they will be retained.

Articles 3-6

(a) Statistics of causes of deaths for the whole Island will be published under the 150 causes.

- (1) by sex and
- (2) for ages under one year, single year to 4 years (inclusive), five year groups from 5 to 84 years, 85 years and over.

(b) Statistics of causes of death to be published under the international 150 causes for:-

- | | |
|---|--|
| 1. Ceylon | 10. Rural Areas (including Estate Areas) |
| 2. Colombo | 11. Rural Areas (excluding Estate Areas) |
| 3. Kandy | 12. Estate Areas |
| 4. Galle | (1) by sex and |
| 5. Jaffna | (2) for ages under 1 year |
| 6. Kurunegala | Years: 1 year, 5 years, 15 |
| 7. Nuwara Eliya | years, 25 years, 45 years, 65 |
| 8. Urban Areas (All Towns) | years, 75 years and over. |
| 9. Urban Areas (excluding Colombo Town) | |

Articles 4 and 5

All statistics will be published under the intermediate list of 150 causes of death except those portions of death e. g. Maternal Deaths, which will be classified under corresponding portion of the list of 999 causes.

Article 7

Statistics for administrative sub-divisions will not be maintained separately.

Article 8

The Statistics published will be as follows:-

Article 9

The proposed "Certificate of cause of death" is reproduced below:-

CERTIFICATE OF CAUSE OF DEATH

To the Registrar of
I.

State here the Medical Qualifications. Certify that I attended on of who was apparently aged (or stated to be aged) from day of (Month) to the day of (Month) and that his (or her) death was probably caused by

I

Disease or condition directly leading to death (This does not mean the mode of dying, e. g. heart failure, asthenia, etc. It means the disease, injury or complication which caused death) (a) due to (or as a consequence)

Antecedent causes

Morbid conditions, if any, giving rise to the above cause, stating the underlying condition last

II

Other significant conditions contributing to the death, but not related to the disease or condition causing it.

Medical Practitioner

Date:-

Article 10

The Medical Certification of the cause of death to continue to be the responsibility of the attending practitioner (where there is one).

Article 11

In the case of diseases with "social stigma" the corresponding numbers in the list will be used. A list of such diseases with the corresponding numbers will be made available to all registrars.

Article 12

The underlying cause is to be adopted as main cause of death for mortality statistics.

Articles 13 to 16

These relate to morbidity statistics and the same classification as for Mortality Statistics will be used.

Article 17

In compiling and publishing mortality statistics the technical recommendations on the subject by the WHO will be followed.

Article 18

The Director-General of WHO will be provided with a copy of the Statistics compiled.

Article 19

Every endeavour will be made to comply with these regulations (as modified) with effect from 1 January, 1950 but if for any reason it is found impracticable to do so, compliance with these regulations will be effected from 1 January 1951. Should a postponement be necessary the WHO will be advised during the course of this year.

Articles 21-22

These regulations will be complied with.

CHINA

"... under instructions just received from my Government, to inform you that in view of the fact that it is difficult to apply these Regulations in China for the present, the Chinese Government wishes to reserve its position in regard to both Regulations No. 1 and the Supplementary Regulations.

The Chinese Government regrets that owing to the difficulties of communications under the actual conditions in China it has not been able to give replies within the time limits set forth in your respective letters. It nevertheless feels the necessity of making the reservations and sincerely hopes that the World Health Organization will make allowance for the extraordinary situation obtaining in China and accept the reservations accordingly."

ICELAND

"... the Icelandic Medical Authorities have examined and accepted Regulations No. 1 regarding nomenclature (including the compilation and publication of statistics) with respect to diseases and causes of death, adopted at the World Health Congress, July 24, 1948, and that they will in the future classify causes of death in accordance with the above mentioned regulations and with the International statistical classification of dis-

eases, injuries and causes of death. Furthermore the authorities will apply the above mentioned regulations when compiling statistics pertaining to these matters.

This method can, however, not be applied before 1951, since statistics of causes of death have been issued since 1911, and always for 5 subsequent years each time. If the new method were to be applied at once, it would disrupt the continuity of the statistics comprising the years 1946–1950."

INDIA

(Telegram)

" . . . YOUR letter CL42 (647-11-1) of 9 August 1948 [1] WHO Regulations No. 1 regarding nomenclature with regard to diseases and causes of death. Government of India's intention is to work towards standards set out in Nomenclature Regulations 1948 but conditions in India do not permit at present of their general application, and they do not see any value in a merely nominal adoption. General approach will be that as conditions develop to stage where practical effect can be given to any broad provision government of India shall formally adopt it and inform WHO accordingly.

Comment on specific Articles is as follows:

Articles 1 to 6 are accepted in regard to groupings by area and age but provisions regarding presentation of statistics of cause of death in accordance with either full list, intermediate list, or abbreviated list cannot be adopted under existing conditions. Acceptance reserves right to adopt terminal age group as 75 and over as required under Article 6 (a). Government feel that span of life in India does not justify labour of going into further subdivision.

Article 7: accepted.

Article 8: accepted in respect of statistics collected through special enquiries but acceptance of detailed classification by age in this Article for Country as a whole or for special parts of it seems impracticable at present.

Articles 9 to 12 are accepted with reservation that they shall be applicable only as and when compulsory medical certification of cause of death is introduced.

Articles 13 and 14 can be adopted only in respect of patients in hospital statistics. Short list of 50 causes of morbidity for social security purposes being adopted as far as possible, this list can as circumstances permit be expanded into intermediate and detailed lists.

¹ Not printed.

Article 15: accepted subject to reservation that its provisions may not be brought into operation on 1 January 1950.

Articles 16 to 25 are accepted with reservation that *Article 19* will apply to statistics pertaining to periods after 1 January 1950. It does not seem possible to apply regulations in respect of statistics for earlier years that may be published subsequently."

ISRAEL

"Based on our consultations with the Government Statistical Office, I have the honour to inform you in detail of the conclusions arrived at, as follows:

(1) The Regulations No. 1 regarding nomenclature with respect to Diseases and Causes of Death will be implemented in Israel on January 1, 1950.

(2) Up to that date the International List of Causes of Death (as adapted for use in England and other countries), 5th Decennial Revision 1938, will be used for the Classification of Causes of Death, and the "Provisional Classification of Diseases and Injuries for use in compiling Morbidity Statistics—London 1944, for hospital statistics.

(3) *Ad Article 2:* Mortality Statistics will be coded with 4 digit subcategories.

(4) *Ad Article 3:* Statistics of Causes of Death will only be published in respect of deaths certified by a physician. According to Palestine Law, which is still in force, certification of deaths by physicians with respect to deaths not attended by them is requested only in towns where a District Health Office exists.

Within these limits all the provisions of Article 3 will be implemented.

N.B. It would be desirable that a similar procedure be adopted in other countries where not all deaths are certified by physicians.

(5) *Ad Articles 4, 5 & 6.* It is intended to compile statistics of Causes of Death in accordance with 4 digit subcategories for the country as a whole, subdivided by sex and by age, according to the following grouping.

Under 1 month, 1-11 months, single years to 4 inclusive, from 5 years on—all ages together.

Publications will be made according to Intermediate List of 150 causes subdivided as provided in Article 6a.

A 50 causes publication will be made for the 3 principal towns, aggregate of other urban areas and aggregate of rural areas

separately, according to age grouping specified in Article 6b. A uniform size of age groups for ages over 5 years will be used in view of the desirability of compiling life-table Death rates by causes.

(6) *Ad Article 7:* In view of the smallness of the country it is not intended to compile Death Statistics by age for administrative subdivisions. On the other hand figures by religion or nationality will be tabulated separately.

(7) *Ad Article 8:* Special statistics on Infant Mortality will be conducted according to groupings in Article 8.

(8) *Ad Article 9:* The form of Medical Certificate of Cause of Death will be adopted literally as from January 1, 1950.

(9) *Ad Article 10:* Same remarks as for Article 3.

(10) *Ad Article 11:* The handling of death certificates takes place, as far as possible, under the supervision of the Medical Officers of the District Health Offices and the Central Office of Statistics.

(11) *Ad Article 12:* This Article is adopted.

(12) *Ad Articles 13 and 14:* Please see para 17 (Appendix).

(13) *Ad Article 15:* This Article will be adopted.

(14) *Ad Article 16:* It will be undertaken to co-ordinate systems of Mortality classification in this country. In the principal non-Government hospitals the Standard Nomenclature of Disease and Operations (Philadelphia and Toronto, 1946) is being used. These Institutions should encounter great difficulties if forced to change into a new method of classification.

(15) *Ad Article 17:* This Article will be adopted.

(16) *Ad Article 18:* Statistics which are compiled but not published will be placed at your disposal and you will be supplied with lists of any such Statistics available.

(17) *Appendix:* Morbidity statistics based on hospital records were conducted here by the former Government of Palestine since 1943. The State of Israel in continuing this tradition will compile these statistics in accordance with the provisions of "Regulation No. 1".

It is intended to use the hospital records after statistical treatment for scientific and teaching purposes, by the creation of National Medical Archives. The nature of these archives necessitates the classification of diseases in such a way that every single disease can be identified by a separate code number. Since the "International Statistical Classification" does not comply with these requirements, a re-edition of this classification is being undertaken by the Medical Officer of the Central Bureau of

Statistics here, in consultation with an advisory committee consisting of specialists and experts in each medical field. Care is being taken to maintain the classification as it is and to make changes only by elaborating upon existing groups and sub-groups or by adding further subdivisions.

As far as code numbers are concerned this procedure implies completion of an existing 4th digit, and/or by addition of a 4th or 5th.

A copy of the revised edition will be forwarded to you after its completion."

NEW ZEALAND

" WHO Regulations No. 1, regarding Nomenclature (including the compilation and publication of statistics) with regard to Diseases and Causes of Death, are accepted by the Government of New Zealand, subject to the reservations noted hereunder.

In the statistics published for New Zealand, it will be necessary in certain cases, which are indicated below, to give separate figures for Europeans and Maoris. The publication of separate figures is essential in these cases, owing to problems which arise in connexion with the availability and accuracy of certain data relating to the Maori race, but it is not considered that the value of the statistics from the international point of view will be in any way affected.

Provision will be made for separation of Maori and European figures under various articles of WHO Regulations No. 1, as follows:-

Article 3: (a) Figures for European and Maoris will be published separately, and combined;—(b) Figures will be published for Europeans and Maoris combined;—(c) Figures will be published for Europeans only.

Article 4: The full Detailed List will be used for Europeans and Maoris separately, and the Intermediate List for Europeans and Maoris combined.

Article 5: Statistics of principal towns will be published for Europeans only, using the Intermediate List. National aggregates of urban and rural districts will be published for Europeans and Maoris combined, using the Intermediate List.

Article 6: Distinctions between Europeans and Maoris will be made as in Article 3.

Articles 7 to 24: It should be noted that all statistics relating to morbidity will be published with Maoris included.

ROUMANIAN PEOPLES' REPUBLIC

The Government of the Roumanian Peoples' Republic has decided to apply immediately, on an experimental basis the regulations relating to the Nomenclature of Diseases and Causes of Death. If necessary, the Roumanian Government will subsequently formulate its reservations and observations.

SWEDEN

" The Government approves WHO Regulations No. 1 with the following reservations:

Sweden reserves the right to request information on injuries, poisoning and accidents (numbers 800-999 in the nomenclature annexed to the Regulations) according to a less detailed nomenclature than that given in the Regulations. Sweden also reserves the right not to apply the nomenclature adopted by the World Health Organization until after having had the opportunity to take certain necessary preparatory measures. Furthermore, the Government would like to point out to the World Health Organization that, in view of the size of the country and the relatively small number of physicians, Sweden wishes—until the problem has been studied—to leave open the question as to whether it will be possible to give information on the causes of deaths occurring in rural districts according to the proposed nomenclature, as well as whether it will be possible to make the issue of death certificates compulsory throughout the country.

The Swedish authorities would also like to express the wish that Latin be adopted parallel to English, French and Spanish as an official language for the list of Diseases and Causes of Death.

For your further information I take the liberty of attaching a memorandum, drawn up by the competent Swedish authorities with the aim of explaining the above points of view in more detail.

MEMORANDUM

Although it is true that the international nomenclature and the new Swedish nomenclature differ on some points, in that certain diseases are not placed in the same groups, this does not seem sufficient reason for refusing to accept the International List. In publishing statistics on diseases and causes of death for Swedish use it would be possible, with a small amount of extra work, to re-group these cases of disease.

1. Degree of classification

The international nomenclature contains 999 numbers, 200

of which are still free. Furthermore, the list of numbers 800-999, referring to injuries, poisoning, accidents and similar cases, may be arranged in two parallel series. One of these series, in which the numbers are combined with the letter E, indicates the origin of the injuries, etc., and the other, in which the numbers are combined with the letter A, gives the nature of the injuries. However, only the use of at least one series is compulsory. The Swedish list contains about 650 diseases and (among these) 225 causes of death. Furthermore, the hospitals employ a combined nomenclature for diseases and causes of death comprising about 350 diseases (including injuries and poisoning) as well as, inter alia, 65 headings indicating the origin of the injuries, etc.

In certain respects, especially as concerns injuries, poisoning and accidents, the International List seems too detailed from the Swedish point of view. It is already difficult, with the list covering the origine and nature of diseases as used in Sweden at present, to obtain complete and exact information. The Central Administrations concerned consider that it is not useful nor even practicable to extend the list further in this respect.

Reservations

Consequently, the Central Administrations feel that reservations must be made with respect to the regulations, in that Sweden reserves the right to request information on injuries, poisoning and accidents (numbers 800-999) in accordance with a less detailed nomenclature than that given in the regulations.

On other grounds also, the Central Administrations consider that the specification of the diseases etc. has been pushed too far, but these cases are of lesser importance, for the reason, among others, that in case of doubt it is often possible to use the group number for "non-specified cases". Furthermore it is considered that because of the special conditions applying in Sweden, a more extensive specification may perhaps be necessary in certain respects. In this case it would be possible to use the lists of variants of diseases, which the World Health Organization has introduced into its nomenclature or to add the names of these variants. The latter are numbered using decimals, which are added to the three-figure reference. Having made these observations, however, the Central Administrations deem it unnecessary to make reservations in this connexion.

2. Nomenclature, Field of Application and Date of Entry into Force of the Regulations

In the regulations the principle is laid down, that first-hand information on diseases and causes of death will be collected and

codified according to the list of 999 numbers described above, but that the publication of statistics on the basis of this information may take place according to an abridged list of 150 numbers, and possibly in certain cases according to a list of 50 numbers. As far as possible information on causes of death should be based on observations made by practising physicians.

The Central Administrations have no objections to raise concerning the abridged list, but think, however, that there would be difficulty in fulfilling the requisite conditions for the assembly of statistical material in accordance with the detailed list, despite the abridgement allowed for as indicated in the preceding paragraph.

Thus, in the rural part of Sweden, about 9,000 deaths i. e. 20% of those occurring in this part of the country, are reported in notifications which contain only the possible cause of death, because of the fact that the deceased has not received medical attention during his last illness and a death certificate issued by a physician is unnecessary. In point of fact, death certificates issued by physicians are not compulsory except in the cities, small market towns and municipal agglomerations, as well as in densely populated localities, not of a definite administrative nature, where there is a public health physician and for which the Directorate-General of Public Health has issued regulations to this effect. In these 9,000 cases the cause of death is established mainly on the basis of observations made by the local minister, who acts as a registry office official, or on information given to him by the relatives of the deceased. In such cases, the employment of a detailed list can hardly be envisaged.

On the other hand, the Central Administrations consider that it would now be opportune to extend the field of application of death certificates to parts of the country where they are not yet compulsory. For this purpose, it will be necessary to amend the order dealing with the general registration of the population, § 19 of which contains the provisions covering death certificates.

If this reform is adopted it will also be necessary to amend the order of 16 November 1910 (No. 139) which itself amends the provisions of the 1859 order (No. 641) relating to statistics on causes of death. The general application of death certificates would involve, *inter alia*, the amendment of the provisions of paragraphs (a), (b) and (g) of the first order. In these circumstances it would be necessary to cancel the present stipulations of the other paragraphs of the said order relating to the obligation of the district physician to devote a certain amount of time to studying extracts from death registers, which extracts are forwarded half-yearly by the appropriate registry office services.

For this reason it would be necessary to examine whether it is possible to repeal the entire 1910 order (No. 139) and to incorporate all the regulations necessary for statistics on causes of death into the order dealing with the registration of civil status or into the order dealing with the general registration of the population. It seems advisable to entrust the experts nominated by a decree of the Royal Government, dated 24 February 1949, to revise the services handling the general registration of the population, with the task of carrying out the inquiry in question and suggesting the provisions which would be necessary for a general application of death certificates. The Central Administrations intend to submit details of their views on the said amendments of orders to the Government.

As has been said, the regulations should enter into force on 1 January 1950. The available lapse of time is certainly insufficient for the inquiry on death certificates contemplated to be completed so that the new procedure could function by the latter date.

The amendments in the nomenclature for Swedish use suggested in the preceding paragraph also require time to be worked out. A Swedish edition of the nomenclature must be printed (with the names of the diseases in Swedish and in Latin) and distributed; a key must also be drawn up so that the nomenclature at present in use can be translated into the new nomenclature (and vice versa). It will then be necessary to draft forms for the death certificates in accordance with the directions of the World Health Organization and new forms for the reports made out by hospitals on their disease cases. This last measure also involved opening up another question, namely the lay-out of hospital records, including, *inter alia*, records of operations. Seeing that the Central Administrations cannot carry out this work with their own personnel, it would seem advisable for the Government to commission three persons (e. g. a pathologist, a hospital physician and a statistician) to undertake it. This task should be carried out in conjunction with the Directorate-General of Public Health, the Central Office of Statistics and the State Committee for the Study of Hospital Questions.

Reservations

In view of the arguments advanced above, the Central Administrations consider that Sweden should reserve the right not to apply the nomenclature adopted by the World Health Organization before having had the opportunity to take certain necessary preparatory measures.

3. Other Observations and Recommendations

The Central Administrations have no objections to make as regards the grouping, etc. required by the report of statistical data, nor as regards the provisions applying to forms for death certificates.

On the other hand, the fact that the nomenclature of the World Health Organization does not give the Latin names for diseases at the same time as the English, French and Spanish ones must be regarded as an omission. It is true that since the code numbers are employed at the same time as the names of the diseases, the language is of less importance, but nevertheless it is an appreciable advantage to be able to use the nomenclature and terminology which have been adopted in practice both in Sweden and in many other advanced countries.

4. Summary of the Proposals

(a) The Central Administrations propose that Sweden accept Regulations No. 1 of the World Health Organization (including the drawing-up and publication of statistics on diseases and causes of death) but that certain reservations be made before 24 July 1949, as has been explained above.

(b) It should be pointed out to the World Health Organization that, on the Swedish side, it is felt very strongly that Latin should be adopted parallel to English, French and Spanish as official language for the list of diseases and causes of death."

UNION OF SOUTH AFRICA

" the South African authorities have examined the new nomenclature of the International List of Causes of Death and consider that, with a few minor amendments, it will be suitable for use in the Union of South Africa. It will probably be necessary to add one or two codes to the list to cover certain diseases, e. g. Miners' Phthisis, which are of great importance in the Union, but not in most other countries.

It is accordingly proposed to bring the new list into use as from January, 1949, that is for all deaths registered in the Union on or after the 1st January 1949."

UNITED KINGDOM

" His Majesty's Government in the United Kingdom will not wish to exercise, in respect of the Nomenclature Regulations, 1948, the right accorded to it under Article 22 of the Constitution of the World Health Organization, provided that the terms of Article 8 of the Regulations will be fulfilled

TIAS 1808.
62 Stat., pt. 3, p.
2685.

by the publication of national figures of infant mortality without distinction of cause according to the specified age groupings. His Majesty's Government assume that it is not the intention that every published table showing special analyses of infant mortality by cause or locality should contain all the age groups in detail, but that for such tables the grouping used may be a condensation of that specified in Article 8 of the Regulations.

His Majesty's Government suggest that, when opportunity occurs, consideration might be given to amending Article 8 of the Regulations in order to make the extent of its application free from possible ambiguity."

Texts of Reservations and Remarks formulated by
the Governments of Ceylon and Switzerland [1]

CEYLON: [2]

"I have the honour to inform you that it was not possible to implement these regulations with effect from 1st January, 1950 as it has not been possible to procure the "Manual" in this connection.

Furthermore, since the number of deaths, occurring in the various divisions mentioned under Articles 3-6, sub-section (b) of my letter [2] under reference, do not justify a classification under the list of 150 Causes, mortality [3] statistics for these divisions will be published under the list of 50 Causes. The total mortality [3] for the whole Island and all mortality [3] statistics will be published under the list of 150 Causes."

SWITZERLAND:

We have pleasure in informing you that the Federal Authorities will conform in general to the conditions of this regulation. Nevertheless, they wish to make a certain number of reservations as follows:-

Article 1. Acceptance of this Article is in accordance with the reservations and remarks concerning Articles 2-17 and Article 19.

Articles 2-8 The Swiss Government accepts in principle the international nomenclature for the List of 150 Causes, as mentioned in Article 4 (b). Switzerland, however, has for a very long time had her own nomenclature of causes of death, and since medical statistics which would not make retrogressive comparisons possible would be of no value, the Federal Statistical Office has modified its detailed classification so that, by appropriate regrouping, there are exactly the 150 Causes contained in the Intermediate List. Furthermore, certain sections of the Swiss 1951 detailed nomenclature being even more detailed than those in the detailed International Classification, it will be possible, if necessary, to give information on many of the principal items in the detailed International List, particularly as regards mortality. The only clause which cannot be introduced into the Swiss nomenclature is that concerning alternative classification of accidents according

¹ Source: WHO Circular Letter 55.1950, Sept. 26, 1950. Not printed.

² See text of reservations and remarks previously formulated by Ceylon; *ante*, p. 100.

³ Should read "morbidity." Correction notified in WHO Circular Letter 55.1950 *Corrigendum*, Jan. 18, 1951. Not printed.

to the nature of the injury (Nos. 800-999). Doctors in our country have, in fact, adopted the practice of declaring a cause to be exogenous. Information on the nature of the injury is rarely furnished and is, in all cases, insufficient. Furthermore, the nature of the injury comes more or less under morbidity.

The original tables of the Federal Statistical Bureau will be drawn up not only in accordance with the Swiss nomenclature but also in accordance with the International List of 150 Causes, for the country as a whole, for the principal towns, for groups of towns and for the rural zones as a whole. In these tables, there will also be classification according to sex and age groups, as laid down in the international regulation. For children, the age groups given in the Swiss statistics are more detailed. These tables are at your disposal for internal use or for publication. Financial considerations make it impossible for the Federal Statistical Office to include them in their entirety in its own publications.

Article 9. The "medical certificate of cause of death" in use in Switzerland corresponds exactly to the model proposed by WHO except that the order is different. As already pointed out by the Federal Statistical Office in its remarks concerning the initial project for an international nomenclature, and repeated by the Swiss delegates at the International Conference for the Sixth Decennial Revision of the International Lists of Diseases and Causes of Death, any inversion of the order of these points would run the risk of favouring the already too frequent tendency in doctors to indicate only the immediate cause of death and to ignore the initial cause.

With regard to the duration of the disease, in Switzerland experience with statistics as required under this article insofar as mentally affected persons are concerned has been very unsatisfactory. Replies are generally much too vague to enable useful conclusions to be drawn from them. Very often the doctor has not known the patient for a sufficiently long time and is not in a position to give very precise information. They very often indicate the date of commencement of treatment instead of date of commencement of disease. Nevertheless, since replies under this heading would, in principle, facilitate the classification, the Federal Statistical Office will examine the possibility of introducing this point when a new edition of its statistics is published.

Articles 10 and 11. In Switzerland, the certificate has been anonymous and confidential since 1901. Notification of the cause of death is made on it by a doctor and, in the great majority of cases, by the doctor in attendance. Certificates concerning newly

born infants may, however, be completed by a midwife if the standard of her professional training qualifies her to determine the cause of death. The Swiss nomenclature also includes a special provision for the extremely rare cases in which a doctor has not been called in, as well as for certificates not signed by a doctor.

Article 12. Swiss statistics of causes of death have always from their inception been based upon the initial cause. Since 1926, the Federal Statistical Office has adopted a system of double numbering which makes it possible to give concomitant causes. The classification of the multiple causes and the sorting of the results presents some difficult problems, however, which have still to be solved.

Articles 13–16. Switzerland has as yet no statistics with regard to morbidity. There are, of course, statistics concerning hospital establishments, but these refer to the number of patients treated and not to the diseases. For the moment it would be impossible to compile morbidity statistics regarding the whole of the national territory in which all doctors would collaborate. It might, however, be possible to contemplate, at least in theory, the compilation of statistics in which most of the hospitals and perhaps some of the insurance societies would collaborate. The association of hospitals (VESKA) and the surgeons are interested in the question—particularly in statistics of operations. Now that the revision of the nomenclature of causes of death is complete, the Federal Statistical Office will be able to contact them and submit to them the WHO regulation. It should be possible, however, to prepare immediately and independently a nomenclature of diseases in accordance with the detailed International List, bearing in mind the exigencies of the hospitals and the special circumstances of Switzerland. On the other hand, since the surgeons desire the establishment of statistical data with regard to operations, the Federal Statistical Office will be glad to know the intention of WHO in that field.

Article 17. In view of the effect this provision might have on future Swiss health statistics, we hope that innovations may in future be communicated to the competent Federal authorities before being submitted to the World Health Assembly, so that the said authorities may be able to express their views before it is too late.

Article 19. According to this Article, the new nomenclature should be applied as from 1 January 1950. Switzerland, however, for a number of technical reasons, has always applied her new classification of causes of death from 1 January following the

general census of the population. The next census is fixed for 1 December 1950 and Switzerland will, therefore, apply the new nomenclature from 1 January 1951.

The World Health Assembly made two recommendations, concerning still-born infants and place of residence, in the circular of 9 August 1948 addressed to the Federal Public Health Service.^[1] The Federal Statistical Office request us to communicate the following remarks on these subjects.

Still Birth. The Swiss definition of still birth is as follows: "An infant shall be declared still born when it shows no sign of life after complete expulsion (head, trunk, and extremities) from the maternal organs. Compulsory notification, as laid down by Article 46 of the Civil Code, applies only to newly born infants of a total length of more than 30 cm. Apparently lifeless infants shall be declared as live born." Fundamentally, this is in complete accord with the definition adopted by the Third World Health Assembly during its Sixth Plenary Session of 19 May 1950.

Place of Residence. All the data published in the Swiss demographic statistics are based on the place of residence.

The Federal Statistical Bureau is of the opinion that uniformity of nomenclature will not of itself guarantee comparability of results until the unified methods of registration are strictly applied in all countries and as long as profound differences in social conditions, means of communication and standards of medical training, etc. exist.

¹ Not printed.

Texts of Reservations and Remarks formulated by the
Governments of Pakistan and Southern Rhodesia [¹]

PAKISTAN:

" though the Government of Pakistan is in favour of the acceptance of the Nomenclature Regulations 1948 they do not consider that conditions in Pakistan have progressed to a stage where general application of these regulations would be a practical proposition. This Government, however, would be glad to adopt these regulations when suitable conditions for implementing them have been created."

SOUTHERN RHODESIA:

General. The registration of births and deaths of the European, Asiatic and Coloured (persons of mixed blood) sections of the population is good and the date reliable. Registration of African deaths is restricted to the principal urban areas. The causes of death are recorded but particulars of age are not available as there is no general registration of African births. A comprehensive registration of African births and deaths is not practicable under present conditions. Information regarding vital statistics is being obtained by sampling surveys and it is intended to obtain this information to begin with at three yearly intervals until such time as general registration becomes practicable.

Article 3. Owing to the comparatively small numbers involved, it is considered that the published statistics for the whole Colony are the only ones of any value. The total of European deaths is less than 1,000 and the Coloured and Asiatic deaths less than 200. For this reason the figures under items (b), (c) and (d) would be of little value.

Article 4. In view of the small numbers it is proposed to publish causes of deaths in accordance with the Intermediate List of 150 Causes.

Article 5. Would not apply.

Article 6. For the whole territory as in item (a) the age groups are more detailed than as at present published but the necessary information is available in the registers. As the whole population subject to registration of deaths is of the order of 125,000 naturally item (b) could not be applied.

Article 7. Would not apply.

Article 8. Here again the figures are of such a small order, European infant deaths for the whole Colony are less than 100, so that such fine subdivision in day and week age groups would

¹ Source: WHO Circular Letter 56.1950, Oct. 26, 1950. Not printed.

be valueless. At present infant deaths are classified according to age, as the first month, 2 to 6 months and 6 to 12 months.

Article 9. The form of medical certificate of the cause of death was brought into use on 1st July, 1950. In fact the new certificate differs in small degree from the form of certificate previously in use. Since 1st January, 1950, causes of death have been classified according to both the new and the old nomenclature.

Articles 10, 11 and 12. Enforced.

Articles 13, 14, 15 and 16. No morbidity statistics are published at present.

Article 18. This will be done in future."

Text of Reservations and Remarks formulated by the Government
of Viet-Nam [¹]

"The Government of Viet Nam, insofar as concerns the application of Article 3 of World Health Organization Regulations No. 1, reserves the right to publish statistics of causes of death only for those capital cities, principal towns and localities in its territory, and listed in the annex to the present reservations.

This list may be revised from time to time and any modifications made therein shall be transmitted to the World Health Organization for notification to all states concerned.

These reservations shall be withdrawn when circumstances permit.

List of towns and localities for which statistics of causes of death
may be established:

<i>Northern Viêt-Nam</i>	Hanoi	Haiphong	Nam-Dinh
<i>Central Viêt-Nam</i>	Hue	Tourane	Nhatrang
<i>Southern Viêt-Nam</i>	Bac-Liêú	Gia-Dinh	Sadec
	Baria	Go-Cong	Saigon-Cholon
	Bêntre	Hàtiên	Soctrang
	Biên-hoà	Longxuyên	Tân-An
	Cântho	My-tho	Tây-Ninh
	Châudôc	Poulocondore	Thu-dau-môt
	Cholon province	Rachgia	Tra-Vinh
	Cap Saint-Jacques		

Observations: It is to be noted that statistics established for the above mentioned towns can only have a relative value having regard to the present troubled conditions and the great mobility of the population.

¹ Source: WHO Circular Letter 62.1950, Dec. 5, 1950. Not printed.

EXCHANGE OF CORRESPONDENCE [1]

No. 1

Mr. S. Fejić to the Office of the Director-General

Permanent Delegation of the F. P. R.
of Yugoslavia to the United Nations
GENEVA, 28 November 1950

SIR,

I have the honour to transmit to you the following information on behalf of the Public Health Committee of the Federal Peoples Republic of Yugoslavia:

It will not be possible for the Federal Peoples Republic to fulfil as a whole the obligations set forth in Article 9 of Regulations No. 1 in the Nomenclature of diseases and causes of death, providing for a model form of death certificate, as well as for the collection and co-ordination of the data based on this certificate. As to the other obligations set forth in the Regulations relating to the collection and publication of these data, the necessary measures have been taken in order to ensure their execution.

I have, etc.

SALKO FEJIĆ
Permanent Delegate

No. 2

Dr. B. Chisholm to Mr. S. Fejić

World Health Organization
GENEVA, 15 December 1950

SIR,

I have the honour to acknowledge receipt of your letter of 28 November 1950 (ref. No. 354) by which you inform me on behalf of the Public Health Committee of the Federal Peoples Republic of Yugoslavia that "it will not be possible for Yugoslavia to fulfil as a whole the obligations set forth in Article 9 of World Health Organization Regulations No. 1".

May I recall that Article 22 of the Constitution and Article 20 of the Regulations provide for a period of twelve months from the date of the notification of the Regulations during which a State Member may make known its rejection or any reservations.

In the case of Yugoslavia, this notification was made on 9 August 1948, and the time limit provided expired on 8 August

¹ Source: WHO Circular Letter 10.1951, Feb. 22, 1951. Not printed.

1949. I would therefore be grateful if you would inform me if, notwithstanding these provisions, your Government desires to maintain its reservations.

I have, etc.

BROCK CHISHOLM, M. D.
Director-General

No. 3

Mr. S. Fejić to Dr. B. Chisholm

Permanent Delegation of the F. P. R. of
Yugoslavia to the United Nations

GENEVA, 31 January 1951

SIR,

In reply to your letter of 15 December I have the honour to communicate to you the following:

The Public Health Committee of the Federal Peoples Republic of Yugoslavia does not consider that the remarks made in the letter of 28 November are reservations of principle. The limited number of doctors available prevents us from applying Article 9 despite our desire to ensure the full application of the Regulations. In certain of our Republics where conditions exist permitting the application of Article 9, the necessary measures have been taken. In other Republics, these measures will be taken as soon as possible.

I have, etc.

SALKO FEJIĆ
Permanent Delegate

UNITED NATIONS

WORLD HEALTH
ORGANIZATIONOffice of the Director General
Bureau du Directeur GénéralRef.: C. L. 40.1951 [1]
V. H. 15-4

NATIONS UNIES

ORGANISATION MONDIALE
DE LA SANTEPalais des Nations, GENEVE
Télégr.: UNISANTE, GENEVE

4 JULY 1951

SIR,

I have the honour to inform you that by letter of 18 June 1951 [2] the Government of the Union of Burma has notified me that it has decided to introduce the classification for deaths under World Health Organization Regulations No 1 regarding Nomenclature (including the compilation and publication of statistics) with respect to diseases and causes of death, and that instructions have been issued to all the health officers concerned for the collection of vital statistics in accordance with the intermediate list of 150 causes of death in urban areas of the Union of Burma, with effect from 1 January 1951.

I have the honour to be,

Sir,

Your obedient Servant,

BROCK CHISHOLM

Brock Chisholm, M. D.
Director-General

¹ Addressed to all Member States of WHO.

² Not printed.

Texts of Reservations and Remarks formulated by the
Governments of Cambodia and Laos [1]

CAMBODIA

"I have the honour to inform you that my Government undertakes to apply the provisions of World Health Organization Regulations No. 1 regarding Nomenclature (including the compilation and publication of statistics) with respect to diseases and causes of death. Nevertheless the Government makes reservations concerning:

(1) Article 3—the Government of Cambodia will only be able to publish statistics of diseases and causes of death for the Capital and for the principal towns of the following provinces:

Phnom-Penh	Stung-Treng
Battambang	Svay-Rieng
Kampot	Takeo
Kratié	Kompong-Cham
Prey-Veng	Kompong-Chhnang
Pursat	Kompong-Speu
Siem-Réap	Kompong-Thom

This list may be modified, in which case the modifications will be notified to the World Health Organization for the information of other States Members.

(2) Article 4—This Article is inapplicable at the present time by reason of the insecurity prevailing in certain regions of the Kingdom.

(3) Articles 19 and 20—The Government considers that the Regulations will only be able to enter into force from 1 January 1952, after the setting up of the 'World Health Organization Centre for Classification of Diseases'." [2]

LAOS

"I have the honour to inform you that a study made by the Health Service of the Kingdom showed that it would be difficult for the Royal Government to have the statistics for diseases and causes of death established and drawn up in the detailed form provided. This situation is due on the one hand to the insufficient

¹ Source: WHO Circular Letter 41.1951, July 5, 1951. Not printed. A footnote in the WHO original indicates these are translations from the French.

² A footnote in the WHO original reads: "Although not an exact translation of the French, the words in inverted commas reproduce the title used in English for this Centre."

development of the technical services concerned in the provinces of the Kingdom and on the other hand to the insecurity prevailing at present in certain regions of the Kingdom.

The Royal Government therefore feels it necessary to make reservations concerning the application to the Kingdom of Laos of WHO Regulations No. 1 in accordance with the provisions of Article 20 of the said Regulations.

As the period provided for such a notification is soon to terminate, I do not consider that it will be possible for us to hold prior consultation with you concerning the content and precise form of the reservations, in accordance with your letter of 5 June 1950,[¹] and I should be grateful if you would consider this letter as constituting the notification of the reservations under Article 20 of Regulations No. 1".

¹ Not printed.

Note by the Department of State [1]

1. WHO Regulations No. 1 entered into force on January 1, 1950, in accordance with Article 19, for the Member States listed below:

Afghanistan	France	Portugal
Albania	Greece	Rumania [8]
Australia [2]	Haiti	Saudi Arabia
Austria	Hungary	Siam
Belgium	Iceland [6]	Sweden [8]
Brazil	India [6]	Switzerland [9]
Bulgaria	Iran	Syria
Burma [3]	Iraq	Turkey
Byelorussian Soviet Socialist Republic	Ireland	Ukrainian Soviet Socialist Republic
Canada	Italy	Union of South Africa [10]
Ceylon [4]	Jordan	United Kingdom [10]
Czechoslovakia	Liberia	United States of America
Denmark	Mexico	Union of Soviet Socialist Republics
Dominican Republic	Monaco	Venezuela
Egypt	Netherlands	Yugoslavia [11]
El Salvador	New Zealand [7]	
Ethiopia	Norway	
Finland	Philippines	
	Poland	

¹ Source: WHO Director-General's letter of Aug. 26, 1955, to the United States Representative for International Organizations, Geneva. Not printed.

Remarks or reservations by Member States are reproduced on the pages indicated in footnotes.

² *Ante*, p. 97.

³ *Ante*, pp. 99, 122.

⁴ *Ante*, pp. 100, 113.

⁵ *Ante*, p. 102.

⁶ *Ante*, p. 103.

⁷ *Ante*, p. 106.

⁸ *Ante*, p. 107.

⁹ *Ante*, p. 113.

¹⁰ *Ante*, p. 111.

¹¹ *Ante*, p. 120.

2. The Member States with respect to which the Regulations entered into force subsequently and the dates thereof are as follows:

<i>Member State</i>	<i>Date of entry into force</i>
Argentina	August 29, 1950
Bolivia	January 13, 1951
Cambodia [1]	June 5, 1951
Chile	August 29, 1950
Costa Rica	August 29, 1950
Ecuador	August 29, 1950
Federal Republic of Germany	June 6, 1952
Guatemala	August 29, 1950
Honduras	August 29, 1950
Indonesia	June 5, 1951
Israel [2]	August 29, 1950
Japan	June 6, 1952
Korea	August 29, 1950
Lebanon	August 29, 1950
Libya	July 9, 1953
Luxembourg	August 29, 1950
Nepal	September 16, 1954
Panama	March 6, 1952
Paraguay	August 29, 1950
Peru	November 25, 1950
Spain	June 6, 1952
Uruguay	August 29, 1950
Viet-Nam [3]	June 5, 1951
Yemen	December 9, 1954

¹ *Ante*, p. 123.

² *Ante*, p. 104.

³ *Ante*, p. 119.

3. The Supplementary Regulations became applicable on October 24, 1949, in accordance with Article II, to the following Member States:

Afghanistan	France	Philippines
Albania	Greece	Poland
Argentina	Guatemala	Portugal
Australia	Haiti	Rumania
Austria	Honduras	Saudi Arabia
Belgium	Hungary	Siam
Brazil	Iceland	Sweden
Bulgaria	India	Switzerland
Burma	Iraq	Syria
Byelorussian Soviet Socialist Republic	Iran	Transjordan
Canada	Ireland	Turkey
Ceylon	Israel	Ukrainian Soviet Socialist Republic
Chile	Italy	Union of South Africa
China [¹]	Republic of Korea	United Kingdom
Costa Rica	Lebanon	United States of America
Czechoslovakia	Liberia	Union of Soviet Socialist Republics
Denmark	Luxembourg	Uruguay
Dominican Republic	Mexico	Venezuela
Ecuador	Monaco	Yugoslavia
Egypt	Netherlands	
El Salvador	Norway	
Ethiopia	New Zealand	
Finland	Pakistan [²]	
	Paraguay	

¹ *Ante*, p. 102.

² *Ante*, p. 117.

4. The Member States with respect to which the Supplementary Regulations became applicable subsequently and the dates thereof are as follows:

<i>Member State</i>	<i>Date</i>
Bolivia	March 13, 1950
Cambodia	August 3, 1950
Federal Republic of Germany	August 4, 1951
Indonesia	August 3, 1950
Japan	August 4, 1951
Laos [!]	August 3, 1950
Libya	September 6, 1952
Nepal	November 14, 1953
Panama	May 4, 1951
Peru	January 23, 1950
Spain	August 4, 1951
Viet-Nam	August 3, 1950
Yemen	February 6, 1954

¹ *Ante*, p. 123.

PERU

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington January 25, 1956;
Entered into force January 25, 1956.*

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of the Republic of Peru desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas there is well advanced the design and development of several types of research reactors (as defined in Article X of this Agreement); and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of the Republic of Peru desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission"), desires to assist the Government of the Republic of Peru in such a program;

The Parties therefore agree as follows:

ARTICLE I

Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields:

- A. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.
- B. Health and safety problems related to the operation and use of research reactors.
- C. The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

ARTICLE II

A. The Commission will lease to the Government of the Republic of Peru uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of the Republic of Peru, in consultation with the Commission, decides to construct and as required in agreed experiments related thereto. Also, the Commission will lease to the Government of the Republic of Peru uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of the Republic of Peru may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of the Republic of Peru shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of the Republic of Peru to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

B. The quantity of uranium enriched in the isotope U-235 transferred by the Commission and in the custody of the Government of the Republic of Peru shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Peru or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

C. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

D. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VI and VII.

ARTICLE III

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease through such means as it deems appropriate, to the Government of the Republic of Peru or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Peru. The sale or lease of these materials shall be on such terms as may be agreed.

ARTICLE IV

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or Peru may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article I, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to, and perform services for, the Government of the Republic of Peru and such persons under its jurisdiction as are authorized by the Government of the Republic of Peru to receive and possess such materials and utilize such services, subject to:

- A. Limitations in Article V.
- B. Applicable laws, regulations and license requirements of the Government of the United States and the Government of the Republic of Peru.

ARTICLE V

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of the Republic of Peru or authorized persons under its jurisdiction if the transfer of any such materials or equip-

ment and devices or the furnishing of any such services involves the communication of Restricted Data.

ARTICLE VI

A. The Government of the Republic of Peru agrees to maintain such safeguards as are necessary to assure that the uranium enriched in the isotope U-235 leased from the Commission shall be used solely for the purpose agreed in accordance with this Agreement and to assure the safekeeping of this material.

B. The Government of the Republic of Peru agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of the Republic of Peru or authorized persons under its jurisdiction, shall be used solely for the design, construction, and operation of research reactors which the Government of the Republic of Peru decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

C. In regard to research reactors constructed pursuant to this Agreement the Government of the Republic of Peru agrees to maintain records relating to power levels of operation and burnup of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of the Republic of Peru will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

ARTICLE VII

68 Stat. 940.
42 U.S.C. § 2153.

Guarantees Prescribed by the United States Atomic Energy Act of 1954

The Government of the Republic of Peru guarantees that:

- A. Safeguards provided in Article VI shall be maintained.
- B. No material, including equipment and devices, transferred to the Government of the Republic of Peru or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Republic of Peru except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within

the scope of an agreement for cooperation between the United States and the other nation.

ARTICLE VIII

This Agreement shall enter into force on January 25, 1956, and remain in force until January 24, 1961, inclusively, and shall be subject to renewal as may be mutually agreed.

At the expiration of this Agreement or an extension thereof the Government of the Republic of Peru shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel material leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of the Republic of Peru, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

ARTICLE IX

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in Peru.

ARTICLE X

For the purposes of this Agreement:

A. "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

B. "Equipment and devices" means any instrument or apparatus, and includes research reactors, as defined herein, and their component parts.

C. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

D. The terms "Restricted Data", "atomic weapon", and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

68 Stat. 919.
42 U.S.C. § 2011
et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington in duplicate this twenty-fifth day of January, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY F. HOLLAND
*Assistant Secretary of State
for Inter-American Affairs*

LEWIS L. STRAUSS
*Chairman, United States
Atomic Energy Commission*

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU:

F BERCKEMEYER
Ambassador of Peru

THE DOMINICAN REPUBLIC

Passport Visas

*Agreement effected by exchange of notes
Dated at Ciudad Trujillo December 14 and 16, 1955;
Entered into force February 1, 1956.*

*The American Embassy to the Dominican Department of State
for Foreign Affairs and Worship*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 236

The Embassy of the United States of America presents its compliments to the Department of State for Foreign Affairs and Worship of the Dominican Republic and has the honor to refer to the Embassy's note of July 5, 1955 and its Memoranda of September 12, 1955, September 19, 1955, November 18, 1955 and December 2, 1955 and the Department's note No. 18813 of July 29, 1955, its Memorandum No. 26931 of November 4, 1955, its Memorandum No. 27939 of November 16, 1955 and its Memorandum No. 29777 of December 9, 1955, [¹] all of which relate to the effecting of a reciprocal agreement between the Government of the United States of America and the Government of the Dominican Republic concerning the validity of non-immigrant visas issued by both Governments to nationals of either country, and the fees to be charged therefor. Reference is also made to a conversation of October 20, 1955 between Foreign Minister Enrique de Marchena and Ambassador Pheiffer in which the former stated, in effect, that his Government was agreeable to the making of such an agreement but, before doing so, wished to scrutinize the form of agreement which has been employed in connection with the effecting of similar agreements between the United States and other countries. That wish was imparted by the Embassy to the Department of State of the United States. The ensuing paragraphs of this note are a reproduction of a form of note furnished to the Embassy by the Department of State of the

¹ Not printed.

United States, in accordance with Minister de Marchena's request, with the addition thereto by the Embassy, of a paragraph dealing with the retention by the Dominican Government of its privilege to issue Tourist Cards to those citizens of the United States who do not present valid United States passports when they apply for entry into the Dominican Republic and a paragraph stating that the note is applicable to nationals of both countries. The Embassy is of the opinion that the ensuing paragraphs of this note faithfully comply with the terms prescribed by the Dominican Government in the Department's aforementioned Memoranda No. 26931 and No. 29777.

In view of the foregoing, it is mutually agreed that on and after February 1, 1956 citizens of the United States and citizens of the Dominican Republic seeking to enter the Dominican Republic and the United States as non-immigrants will be granted gratis visas which in certain cases may have a maximum validity of forty-eight (48) months.

On and after the above-mentioned date eligible citizens of both countries who are found to be entitled to non-immigrant classification will be issued visas valid for one period shown in the following schedule:

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family.	A-1	Gratis	12 months	Multiple
Other foreign-government official or employee, and members of immediate family.	A-2	Gratis	12 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes and members of immediate family	A-3	Gratis	12 months	Multiple
Temporary visitor for business.	B-1	Gratis	48 months	Multiple
Temporary visitor for pleasure.	B-2	Gratis	48 months	Multiple
Person in transit.	C-1	Gratis	48 months	Multiple
Person in transit to United Nations Headquarters District under 11 (3), (4), or (5) of the Headquarters Agreement.	C-2	Gratis	12 months	Multiple

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
Foreign-government official, members of immediate family, attendant, servant, or personal employee, in transit.	C-3	Gratis	12 months	Multiple
Crewman (seaman or airman).	D	Gratis	48 months	Multiple
Exchange visitor.	EX	Gratis	12 months	Single
Student.	F	Gratis	48 months	Multiple
Principal resident representative of recognized foreign member government to international organization, his staff, and members of immediate family.	G-1	Gratis	12 months	Multiple
Other representative of recognized foreign member government to international organization, and members of immediate family.	G-2	Gratis	12 months	Multiple
Representative of non-recognized or non-member foreign government to international organization, and members of immediate family.	G-3	Gratis	12 months	Multiple
International organization officer or employee, and members of immediate family.	G-4	Gratis	12 months	Multiple
Attendant, servant or personal employee of G-1, G-2, G-3, and G-4 classes, and members of immediate family.	G-5	Gratis	12 months	Multiple
Temporary worker of distinguished merit and ability.	H-1	Gratis	Period for which employment authorized.	Multiple
Other temporary worker, skilled or unskilled.	H-2	Gratis	Period for which employment authorized.	Multiple
Industrial trainee.	H-3	Gratis	Period for which training authorized.	Multiple
Representative of foreign information media, spouse and children.	I	Gratis	48 months	Multiple

It is further understood and agreed that those citizens of the United States who do not present valid passports issued by the

United States on applying for entry into the Dominican Republic may be issued Dominican Republic Tourist Cards, at the fee prescribed by the Dominican Government, providing such applicants are otherwise eligible for entry. However, any and all citizens of the United States who present valid United States passports, and who are otherwise eligible for entry into the Dominican Republic, will be provided by the Dominican Government with passport visas in accordance with the above schedule.

The validity of non-immigrant visas issued by American consular officers and Dominican consular officers relates only to the period within which they may be used in connection with an application for admission at a port of entry into the United States and its possessions or the Dominican Republic, and not to the length of stay in the United States or the Dominican Republic which may be permitted the bearer after he is admitted. The period of stay will, as at present, continue to be determined by the immigration authorities at the port of entry.

This agreement is applicable to the nationals of each one of the two countries who request entrance into the other.

Upon notification of the Department's agreement to the above provisions, the United States Government shall consider the understanding as being in effect as of the date specified above.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of State for Foreign Affairs and Worship the assurances of its highest consideration.

CIUDAD TRUJILLO, D. R.,
December 14, 1955.

*The Dominican Department of State for Foreign Affairs and Worship
to the American Embassy*

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES Y CULTO

30281

La Secretaría de Estado de Relaciones Exteriores y Culto saluda muy atentamente a la Embajada de los Estados Unidos de América y tiene el honor de avisarle recibo de su nota número 236, de fecha 14 de diciembre de 1955, relativa a la concertación de un Acuerdo recíproco entre el Gobierno de la República Dominicana y el Gobierno de los Estados Unidos de América, concerniente a la validez de las visas para no inmigrantes expedidas por ambos Gobiernos a nacionales de cualquiera de los dos países, y a los

derechos que han de cobrarse por ellas. El texto de la citada nota de la Embajada, vertido al español, es el siguiente:

"La Embajada de los Estados Unidos de América saluda muy atentamente a la Secretaría de Estado de Relaciones Exteriores y Culto de la República Dominicana y tiene el honor de referirse a la nota de la Embajada de fecha 5 de julio de 1955 y a sus Memoranda del 12 de septiembre de 1955, del 19 de septiembre de 1955, del 18 de noviembre de 1955 y del 2 de diciembre de 1955 y a la nota de la Secretaría No. 18813, de fecha 29 de julio de 1955, a su Memorandum No. 26931, del 4 de noviembre de 1955, a su Memorandum No. 27939, del 16 de noviembre de 1955 y a su Memorandum No. 29777, del 9 de diciembre de 1955, todos los cuales se relacionan con la concertación de un acuerdo recíproco entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana concerniente a la validez de las visas para no inmigrantes expedidas por ambos Gobiernos a nacionales de cualquiera de los dos países, y los derechos que han de cobrarse por ellas. Se hace también referencia a una conversación sostenida el 20 de octubre de 1955 entre el Secretario de Estado de Relaciones Exteriores Enrique de Marchena y el Embajador Pheiffer en la cual el primero declaró, en efecto, que su Gobierno estaba conforme en concertar tal acuerdo pero que, antes de hacerlo, deseaba estudiar detenidamente la forma de acuerdo que ha sido empleada en conexión con la concertación de acuerdos similares entre los Estados Unidos y otros países. Este deseo fué comunicado por la Embajada al Departamento de Estado de los Estados Unidos. Los siguientes párrafos de esta nota son una reproducción de un modelo de nota suministrado a la Embajada por el Departamento de Estado de los Estados Unidos, de conformidad con la solicitud del Secretario Marchena, con la adición en ella, por parte de la Embajada, de un párrafo que trata de la conservación, por el Gobierno dominicano, de su privilegio de expedir Tarjetas de Turismo a aquellos ciudadanos de los Estados Unidos que no presenten pasaportes válidos de los Estados Unidos cuando hagan una solicitud de entrada a la República Dominicana, y un párrafo que especifica que la nota es aplicable a nacionales de ambos países. La Embajada es de opinión que los siguientes párrafos de esta nota satisfacen fielmente los términos señalados por el Gobierno dominicano en los Memoranda de la Secretaría Nos. 26931 y 29777, arriba mencionados.

En vista de lo expuesto anteriormente, se acuerda mutuamente que, en y después del 1ro. de febrero de 1956 a los ciuda-

danos de los Estados Unidos y a los ciudadanos de la República Dominicana que deseen entrar en la República Dominicana y en los Estados Unidos como no inmigrantes se les otorgarán visas gratis, las cuales en ciertos casos pueden tener una validez máxima de cuarenta y ocho (48) meses.

En y después de la fecha arriba mencionada, a los ciudadanos aceptables de ambos países a quienes se determine que tienen derecho a ser clasificados como no inmigrantes se les expedirán visas válidas por uno de los períodos que se señalan en la siguiente lista:

Categoría	Símbolo de Visa	Tarifa	Validez de Visa	Número de veces que puede usarse la Visa.
Embajador, Ministro Público, Diplomático de Carrera, o funcionario Consular, y miembros inmediatos de la familia.	A-1	Gratis	12 meses	Múltiple
Otro funcionario o empleado de gobierno extranjero, y miembros inmediatos de la familia.	A-2	Gratis	12 meses	Múltiple
Ayudante, Sirviente, o empleado personal de las categorías A-1 y A-2 y miembros inmediatos de la familia.	A-3	Gratis	12 meses	Múltiple
Visitante temporal en viaje de negocios.	B-1	Gratis	48 meses	Múltiple
Visitante temporal en viaje de recreo.	B-2	Gratis	48 meses	Múltiple
Persona en tránsito	C-1	Gratis	48 meses	Múltiple
Persona en tránsito hacia el Distrito de la Oficina General de las Naciones Unidas bajo 11 (3), (4), o (5) del Acuerdo de la Oficina General.	C-2	Gratis	12 meses	Múltiple
Funcionario de Gobierno extranjero, miembros inmediatos de la familia, ayudante, sirviente o empleado personal, en tránsito.	C-3	Gratis	12 meses	Múltiple
Miembro de tripulación (marítimo o aéreo).	D	Gratis	48 meses	Múltiple
Estudiante becado.	EX	Gratis	12 meses	Una sola vez.
Estudiante.	F	Gratis	48 meses	Múltiple

Categoría	Símbolo de Visa	Tarifa	Validez de Visa	Número de veces que puede usarse la Visa
Representante Principal residente de gobierno extranjero reconocido como miembro de una organización internacional, su personal, y miembros inmediatos de su familia.	G-1	Gratis	12 meses	Múltiple
Otro representante de gobierno extranjero reconocido como miembro de organización internacional, y miembros inmediatos de la familia.	G-2	Gratis	12 meses	Múltiple
Representante de gobierno extranjero no reconocido como miembro o que no sea miembro de organización internacional, y miembros inmediatos de su familia.	G-3	Gratis	12 meses	Múltiple
Funcionario o empleado de organización internacional, y miembros inmediatos de su familia.	G-4	Gratis	12 meses	Múltiple
Ayudante, sirviente, o empleado personal de las categorías G-1, G-2, G-3 y G-4, y miembros inmediatos de su familia.	G-5	Gratis	12 meses	Múltiple
Trabajador temporal de Mérito distinguido y habilidad.	H-1	Gratis	Período para el cual haya sido autorizado el empleo.	Múltiple
Otros trabajadores temporales entrenados o no entrenados.	H-2	Gratis	Período para el cual haya sido autorizado el empleo	Múltiple
Personas que reciban entrenamiento industrial, remuneradas.	H-3	Gratis	Período para el cual se haya autorizado el entrenamiento.	Múltiple
Representantes de medios de información extranjeros, esposa e hijos.	I	Gratis	48 meses	Múltiple

Queda entendido y convenido, además, que aquellos ciudadanos de los Estados Unidos que no presenten pasaportes válidos expedidos por los Estados Unidos al hacer una solicitud de entrada a la República Dominicana pueden ser

provistos de Tarjeta de Turismo de la República Dominicana, según la tarifa prescrita por el Gobierno dominicano, siempre que tales solicitantes sean de otro modo admisibles para entrar al país. Cualesquiera y todos los ciudadanos de los Estados Unidos, sin embargo, que presenten pasaportes válidos de los Estados Unidos, y quienes de otro modo sean admisibles para entrar en la República Dominicana, serán provistos por el Gobierno dominicano con visas de pasaporte, de conformidad con la lista arriba indicada.

La validez de las visas de no inmigrantes expedidas por funcionarios consulares americanos y por funcionarios consulares dominicanos se refiere solamente al período dentro del cual pueden ser usadas en conexión con la solicitud de admisión en un puerto de entrada en los Estados Unidos y sus posesiones o en la República Dominicana, y no al tiempo de estada en los Estados Unidos o en la República Dominicana que pueda serle permitido al portador después que es admitido. El período de estada continuará siendo determinado, como en el presente, por las autoridades de inmigración en el puerto de entrada.

Este acuerdo se aplica a los nacionales de cualquiera de los dos países que soliciten admisión en el otro.

Al recibo de la notificación de la Secretaría de que está conforme con las estipulaciones pretranscritas, el Gobierno de los Estados Unidos considerará el acuerdo en vigor, a partir de la fecha que se especifica arriba.

La Embajada de los Estados Unidos de América aprovecha esta oportunidad para renovar a la Secretaría de Estado de Relaciones Exteriores y Culto las seguridades de su más alta consideración".

La Secretaría de Estado de Relaciones Exteriores y Culto tiene el honor de informar a la Embajada de los Estados Unidos de América que el Gobierno dominicano ha impartido su aprobación a los términos del Acuerdo recíproco sobre visas contenido en la nota de la Embajada pretranscrita y que, en consecuencia, considerará dicho Acuerdo en vigor a partir de la fecha arriba indicada, esto es, el primero de febrero de 1956.

La Secretaría de Estado de Relaciones Exteriores y Culto aprovecha esta oportunidad para reiterar a la Embajada de los Estados Unidos de América las seguridades de la más alta consideración.

E DE M

CIUDAD TRUJILLO, 16 de diciembre de 1955
AÑO DEL BENEFACTOR DE LA PATRIA

Translation

DOMINICAN REPUBLIC
DEPARTMENT OF STATE FOR FOREIGN
AFFAIRS AND WORSHIP

30281

The Department of State for Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 236, dated December 14, 1955, regarding the conclusion of a reciprocal agreement between the Government of the Dominican Republic and the Government of the United States of America concerning the validity of nonimmigrant visas issued by both Governments to nationals of either country, and the fees to be charged therefor. The text of the said note from the Embassy, translated into Spanish, is as follows:

[For the English language text of the note, see *ante*, p. 135.]

The Department of State for Foreign Affairs and Worship has the honor to inform the Embassy of the United States of America that the Dominican Government has given its approval to the terms of the reciprocal agreement on visas contained in the Embassy's note transcribed above, and that, consequently, it will consider the agreement as being in force from the date specified above, that is, February 1, 1956.

The Department of State for Foreign Affairs and Worship avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

E DE M

CIUDAD TRUJILLO, *December 16, 1955*
YEAR OF THE NATION'S BENEFACTOR

SPAIN

Surplus Agricultural Commodities

Agreement amending the agreement of April 20, 1955, as amended.

Signed at Madrid January 21, 1956;

Entered into force January 21, 1956.

SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SPAIN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT AGREED TO AT MADRID, SPAIN, ON APRIL 20, 1955, AS AMENDED ON OCTOBER 20, 1955 IS HEREBY FURTHER AMENDED

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3246, 3455.
6 UST 1073, 6063.

(1) To provide for additional financing by the Government of the United States on or before June 30, 1956 of \$15.0 million worth of soybean oil and/or cottonseed oil plus \$1.1 million for certain ocean transportation costs to be financed by the United States and

(2) To provide that the pesetas accruing to the Government of the United States as a consequence of sales of commodities made pursuant to this amendment will be used by the Government of the United States as follows:

(A) For payment of United States obligations in Spain including base construction and other military expenses 40%.

(B) For loans to promote multilateral trade and economic development 60%. The terms and conditions of such loans will be set forth in a supplemental loan agreement to be negotiated between the two governments.

This amendment shall enter into force upon signature.

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

Done at MADRID, SPAIN, this 21st day of JANUARY 1956.

THE AMBASSADOR OF THE
UNITED STATES OF AMERICA
JOHN DAVIS LODGE

THE MINISTER OF
FOREIGN AFFAIRS
ALBERTO MARTÍN ARTAJO

EL ACUERDO SOBRE PRODUCTOS AGRICOLAS EXCEDENTES ENTRE LOS ESTADOS UNIDOS DE AMERICA Y ESPAÑA BAJO EL TITULO I DE LA LEY DE ASISTENCIA Y DESARROLLO DEL COMERCIO AGRICOLA, CONCRETADO EN MADRID, ESPAÑA, EL 20 DE ABRIL DE 1955, MODIFICADO EL 20 DE OCTUBRE DE 1955, QUEDA NUEVAMENTE MODIFICADO POR LA PRESENTE.

- (1) Para estipular la financiación adicional por parte del Gobierno de los Estados Unidos hasta el día 30 de Junio de 1956, de un importe de 15 millones de dólares de aceite de soja y/o aceite de semilla de algodón más 1.1 millones de dólares por concepto de ciertos costes del transporte marítimo financiados por los Estados Unidos, y
 - (2) Para estipular que las pesetas producidas a favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas realizadas de conformidad con la presente enmienda sean utilizadas por el Gobierno de los Estados Unidos de la manera siguiente:
 - (a) Para el pago de obligaciones de los Estados Unidos en España, incluyendo la construcción de bases y otros gastos militares, el 40 por ciento.
 - (b) Para préstamos destinados a favorecer el comercio multilateral y el desarrollo económico, el 60 por ciento. Los términos y condiciones de dichos préstamos figurarán en un Acuerdo de préstamo suplementario que será negociado entre ambos Gobiernos.

Esta enmienda entrará en vigor tan pronto como haya sido firmada.

En fe de lo cual, los respectivos representantes debidamente autorizados para este fin firman la presente enmienda.

Hecho en Madrid, hoy 21 de Enero de 1956.

**EL MINISTRO DE ASUNTOS EXTERIORES,
ALBERTO MARTÍN ARTAJO** **ELEMBAJADOR DE LOS ESTADOS UNIDOS DE AMERICA,
JOHN DAVIS LODGE**

YUGOSLAVIA

Surplus Agricultural Commodities

Agreement amending the agreement of January 5, 1955, as amended.

Signed at Belgrade January 19, 1956;

Entered into force January 19, 1956.

And related note.

AMENDMENT TO THE SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA

The "Surplus Agricultural Commodities Agreement Between the United States of America and the Federal People's Republic of Yugoslavia under Title I of the Agricultural Trade Development and Assistance Act" signed at Beograd on January 5, 1955, as amended by the letters exchanged by our two Governments on May 12, 1955 and October 1, 1955, is hereby further amended

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3167, 3253,
3446.
6 UST 45, 1141, 6011.

- (1) to provide for financing by the Government of the United States, on or before June 30, 1956, of additional commodities and ocean transportation, as follows:

	Export market value f. o. b. or f. a. s. <hr/> (million)
Wheat—approximately 375,000 M. T	\$23. 3
Cotton—approximately 48,500 bales	8. 5
Lard—approximately 40,000 M. T	10. 8
Ocean transportation	6. 4
Total	\$49. 0

- (2) to provide that the dinars accruing to the Government of the United States as a consequence of sales of commodities pursuant to this amendment will be used by the Government of the United States as follows:

- (a) To finance in Yugoslavia the provision of military equipment, materials, facilities and services for

the common defense under Section 104 (c) of Public Law 480, the dinar equivalent of \$31.0 million.

- (b) For loans to the Federal People's Republic of Yugoslavia to promote the economic development of Yugoslavia under Section 104 (g) of Public Law 480, the dinar equivalent of \$9.0 million, subject to supplemental agreement between the two Governments. In the event that dinars set aside for loans to the Federal People's Republic of Yugoslavia are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the dinars for loan purposes or for any other purpose, the Government of the United States may use the dinars for any other purpose authorized by Section 104 of PL 480.
- (c) For payment of United States obligations in Yugoslavia under Section 104 (f) of Public Law 480, the dinar equivalent of \$9.0 million.

This amendment shall enter into force upon signature.

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

Done at Beograd, in duplicate, this nineteenth day of January 1956.

For the Government
of the United States
of America,

JAMES W RIDDLEBERGER

James W Riddleberger
Ambassador of the
United States of America

[SEAL]

For the Government
of the Federal People's
Republic of Yugoslavia,

O KARABEGOVIĆ

Osman Karabegović
Member of the
Federal Executive Council
of the FPR of Yugoslavia

[SEAL]

A Member of the Yugoslav Federal Executive Council to the American Ambassador

BEograd, January 19, 1956

DEAR MR. AMBASSADOR,

Pursuant to Article III of the Surplus Agricultural Commodities Agreement, dated January 5, 1955, and the amendment to that Agreement signed today by our two Governments, the Government of the Federal People's Republic of Yugoslavia agrees with the Government of the United States of America that the continued deliveries of agricultural commodities should not

- a) unduly disrupt world prices of such commodities,
- b) displace usual marketing of the United States in these commodities, or
- c) impair normal marketings among friendly countries.

The Government of the Federal People's Republic of Yugoslavia therefore states its intention during CY 1956 to maintain, to the maximum extent possible, its normal purchasings of cotton from friendly third countries (i. e. Egypt, Brazil, Turkey and Greece). To the extent that future textile exports and indigenous consumption permit, my Government expects that today's Agreement will enable the establishment and maintenance during CY 1956 and in subsequent years of an improved cotton fiber stock position in Yugoslavia's textile industry. In view of the internal requirements of Yugoslavia for the goods covered by today's Agreement, Yugoslavia will not export any of these goods, received either through importation or from indigenous production, during CY 1956.

Please accept, Mr Ambassador, the assurance of my highest consideration.

Respectfully yours,

O KARABEGOVIC

Osman Karabegović
*Member of the
Federal Executive Council
of the FPR of Yugoslavia*

H. E. JAMES W RIDDLEBERGER
*Ambassador of the
United States of America
Beograd*

YUGOSLAVIA

Economic Assistance

*Agreement effected by exchange of notes
Dated at Belgrade January 19, 1956;
Entered into force January 19, 1956.*

The American Counsellor for Economic Affairs to the Yugoslav Ambassador and Counsellor of State for Foreign Affairs

AMERICAN EMBASSY
Belgrade, January 19, 1956

DEAR MR. AMBASSADOR:

The Government of the United States of America, in order to reach a mutual understanding on the terms under which certain economic assistance might be made available by it to the Government of the Federal People's Republic of Yugoslavia, proposes the following:

1. The Government of the United States of America will make available to the Government of the Federal People's Republic of Yugoslavia, on a loan basis, the first \$15,000,000.00 in dinar equivalents accumulated under the procedures of the Section 402 portion of the Fiscal Year 1956 Mutual Security Program, and the two Governments will cooperate fully in jointly concluding as soon as possible a formal loan agreement applicable thereto, together with the necessary notes in support of the loan agreement.
2. The Government of the United States of America will make the balance of the local currency payments under the Fiscal Year 1956 Section 402 program, above the \$15 million loan portion, available to the Government of the Federal People's Republic of Yugoslavia on the same grant basis as for Fiscal Year 1955 Section 402 sales proceeds.
3. The Government of the Federal People's Republic of Yugoslavia and the Government of the United States of America

will mutually agree as soon as possible upon the specific uses, for defense support purposes, of the United States Treasury dinars received in payment for Fiscal Year 1956 Section 402 Assistance.

4. The two Governments agree:

a) that the loan schedules and notes are to be denominated in United States dollar equivalents and that repayments of principal and interest are to be maintained in equivalent dollar values until final liquidation thereof;

b) that the standard loan terms provide for the following: payment in dollars at three percent interest per annum, or in dinars at four percent interest per annum, with the option as to currency of repayment to be with the Government of the Federal People's Republic of Yugoslavia at each payment date; a grace period on accumulation of interest and payments of principal with interest payments to begin three and one-half years after the first loan disbursement and principal repayments to begin four years after the first loan disbursement; and principal and interest payments to be made semi-annually over a forty-year period including the grace periods; and

c) that local currency repayments, including interest and principal, accruing to the United States under dinar loans may be used by the United States for such purposes as it may determine in Yugoslavia or, as may be mutually agreed from time to time, such currencies may be expended in other areas or converted into other currencies; the United States Government, in considering possible expenditure of these funds, will give due regard to the balance of payments situation of Yugoslavia.

5. The loan agreement and notes will be signed in Washington, D. C. after negotiation in Belgrade.

6. The Government of the Federal People's Republic of Yugoslavia agrees to guarantee the dollar value equivalent for accumulations of dinars as a result of assistance under the Fiscal Year 1956 Section 402 program during the period prior to their release on loan.

I would appreciate being advised whether your Government concurs in the foregoing.

Please accept, Mr. Undersecretary, the assurance of my highest consideration.

Respectfully yours,

J. S. K.

James S. Killen

*Counsellor for Economic Affairs
United States Embassy
Belgrade*

Dr. STANE PAVLIC

*Ambassador and Counsellor of State
Secretariat of State for Foreign Affairs
Federal People's Republic of Yugoslavia
Belgrade*

*The Yugoslav Ambassador and Counsellor of State for Foreign Affairs
to the American Counsellor for Economic Affairs*

BEOGRAD, January 19, 1956

DEAR MR. COUNSELLOR,

I have the honor to acknowledge the receipt of your letter of today, reading as follows:

"The Government of the United States of America, in order to reach a mutual understanding on the terms under which certain economic assistance might be made available by it to the Government of the Federal People's Republic of Yugoslavia, proposes the following:

1. The Government of the United States of America will make available to the Government of the Federal People's Republic of Yugoslavia, on a loan basis, the first \$15,000,000.00 in dinar equivalents accumulated under the procedures of the Section 402 portion of the FY 1956 Mutual Security Program, and the two Governments will cooperate fully in jointly concluding as soon as possible a formal loan agreement applicable thereto, together with the necessary notes in support of the loan agreement.

2. The Government of the United States of America will make the balance of the local currency payments under the FY 1956 Section 402 program, above the \$15 million loan portion, available to the Government of the Federal People's Republic of Yugoslavia on the same grant basic as for FY 1955 Section 402 sales proceeds.

3. The Government of the Federal People's Republic of Yugoslavia and the Government of the United States of America

TIAS 3487

will mutually agree as soon as possible upon the specific uses, for defense support purposes, of the United States Treasury dinars received in payment for FY 1956 Section 402 assistance.

4. The two Governments agree:

a) that the loan schedules and notes are to be denominated in United States dollar equivalents and that repayments of principal and interest are to be maintained in equivalent dollar values until final liquidation thereof;

b) that the standard loan terms provide for the following: payment in dollars at 3 per cent interest per annum, or in dinars at 4 per cent interest per annum, with the option as to currency of repayment to be with the Government of the Federal People's Republic of Yugoslavia at each payment date; a grace period on accumulation of interest and payments of principal with interest payments to begin three and one half years after the first loan disbursement and principal repayments to begin four years after the first loan disbursement; and principal and interest payments to be made semi-annually over a forty-year period including the grace periods; and

c) that local currency repayments, including interest and principal, accruing to the United States under dinar loans may be used by the United States for such purposes as it may determine in Yugoslavia or, as may be mutually agreed from time to time, such currencies may be expended in other areas or converted into other currencies; the United States Government, in considering possible expenditure of these funds, will give due regard to the balance of payments situation of Yugoslavia.

5. The loan agreement and notes will be signed in Washington, D. C. after negotiation in Belgrade.

6. The Government of the Federal People's Republic of Yugoslavia agrees to guarantee the dollar value equivalent for accumulations of dinars as a result of assistance under the FY 1956 Section 402 program during the period prior to their release on loan.

I would appreciate being advised whether your Government concurs in the foregoing."

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

Please accept, Mr. Counsellor, the assurance of my highest consideration.

Respectfully yours,

S PAVLIC

Dr. Stane Pavlic
*Ambassador and
Counsellor of State
for Foreign Affairs*

Mr. JAMES S. KILLEN
*Counsellor for Economic Affairs
United States Embassy
Beograd*

FINLAND

Surplus Agricultural Commodities

Post, pp. 513, 517,
875, 2925.

Agreement amending the agreement of May 6, 1955.

Effectuated by exchange of notes

Signed at Washington January 12, 1956;

Entered into force January 12, 1956.

The Secretary of State to the Finnish Ambassador

DEPARTMENT OF STATE
WASHINGTON

January 12, 1956

EXCELLENCY:

I have the honor to refer to the "Surplus Agricultural Commodities Agreement Between The United States of America and Finland Under Title I of The Agricultural Trade Development and Assistance Act" signed at Helsinki, Finland, on May 6, 1955, which it is agreed is hereby amended as follows.

(1) The United States undertakes to finance the sale of butter to Finland, in the export market value of \$550,000, which amount includes the cost of ocean transportation financed by the United States; and

(2) The two Governments agree that the Finnmarks accruing to the Government of the United States as a consequence of the sales of butter made pursuant to this agreement will be used by the Government of the United States of America in accordance with Sub-sections (a), (d), (f) and (h) of Section 104 of the Act in the approximate amount of \$550,000:

(a) for payment of United States expenses in Finland, including international educational exchange and activities to help develop new markets for United States agricultural commodities, \$50,000;

(b) for procurement of goods and services obtainable from Finland for the United States Government, \$500,000.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government

TIAS 3248.
6 UST 1103.

of Finland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply

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

For the Secretary of State.

LIVINGSTON T MERCHANT
Assistant Secretary

His Excellency

JOHAN A. NYKOPP,
Ambassador of Finland.

The Finnish Ambassador to the Secretary of State

EMBASSY OF FINLAND
WASHINGTON, D. C.

No. 85

JANUARY 12, 1956

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of January 12, 1956, which reads as follows:

"I have the honor to refer to the 'Surplus Agricultural Commodities Agreement Between The United States of America and Finland Under Title I of The Agricultural Trade Development and Assistance Act' signed at Helsinki, Finland, on May 6, 1955, which it is agreed is hereby amended as follows:

"(1) The United States undertakes to finance the sale of butter to Finland, in the export market value of \$550,000, which amount includes the cost of ocean transportation financed by the United States, and

"(2) The two Governments agree that the Finnmarks accruing to the Government of the United States as a consequence of the sales of butter made pursuant to this agreement will be used by the Government of the United States of America in accordance with Sub-sections (a), (d), (f) and (h) of Section 104 of the Act in the approximate amount of \$550,000:

"(a) for payment of United States expenses in Finland, including international educational exchange and activities to help develop new markets for United States agricultural commodities, \$50,000;

"(b) for procurement of goods and services obtainable from Finland for the United States Government, \$500,000.

"Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Finland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply

"Accept,"

In reply I have the honor to confirm to you that the foregoing provisions are acceptable to the Government of Finland and that the Government of Finland agrees with your proposal that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

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

JOHAN NYKOPP
Ambassador of Finland

His Excellency
The Honorable
JOHN FOSTER DULLES
Secretary of State
Washington

ISRAEL

Surplus Agricultural Commodities

Agreement modifying the agreement of November 10, 1955.

Post, p. 216.

Effectuated by exchange of notes

Signed at Washington January 31, 1956;

Entered into force February 1, 1956.

The Secretary of State to the Israeli Ambassador

DEPARTMENT OF STATE
WASHINGTON

January 31 1956

EXCELLENCY:

I have the honor to refer to the letter of January 5, 1956 [¹] to Mr. Gywnn Garnett, Administrator, Foreign Agricultural Service, United States Department of Agriculture from Stanley Rand, Acting Director, Government of Israel Supply Mission, requesting a modification in the agreement under Title I, Public Law 480, entered into by our two Governments November 10, 1955 to permit sales for Israel pounds of an additional 1,000 metric tons of butter.

I have the honor also to confirm that the United States Government agrees to undertake financing the sales of an additional \$900,000 worth of butter in accordance with the provisions of paragraph 3 of Article I of the November 10, 1955 agreement, and further agrees that the Israel pounds accruing to the Government of the United States as a consequence of these additional sales of butter shall be used by the Government of the United States in accordance with Article II of the November 10, 1955 agreement, the Israel pound equivalent of \$250,000 to be used in accordance with paragraph 1 (a) of Article II and the Israel pound equivalent of \$650,000 to be used in accordance with paragraph 1 (b) of Article II. The remaining provisions of the agreement of November 10, 1955, shall apply equally with respect to the additional sales of butter.

If you concur in the foregoing, this note, and your Excellency's reply thereto, will constitute an agreement between our two

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3429.
6 UST 5715.

¹ Not printed.

Governments, effective upon receipt [¹] of your Excellency's reply, modifying the agreement of November 10, 1955 in the manner provided for herein.

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

For the Secretary of State:

GEO. V. ALLEN

His Excellency

ABBA EBAN,

Israel Ambassador.

The Israeli Ambassador to the Secretary of State

שגרירות ישראל

ושינגטון

EMBASSY OF ISRAEL
WASHINGTON, D. C.

(EG-371)W/

JANUARY 31, 1956

SIR:

I have the honor to refer to your note dated January 31, 1956 relating to a modification in the agreement under Title I, Public Law 480, entered into by our two Governments November 10, 1955 to permit sales for Israel pounds of an additional 1,000 metric tons of butter.

In that Note it is confirmed that the United States Government agrees to undertake financing the sales of an additional \$900,000 worth of butter in accordance with the provisions of paragraph 3 of Article I of the November 10, 1955 agreement, and further agrees that the Israel pounds accruing to the Government of the United States as a consequence of these additional sales of butter shall be used by the Government of the United States in accordance with Article II of the November 10, 1955 agreement, the Israel pound equivalent of \$250,000 to be used in accordance with paragraph 1 (a) of Article II and the Israel pound equivalent of \$650,000 to be used in accordance with paragraph 1 (b) of Article II. It is also stated in your Note of January 31, 1956 that the remaining provisions of the agreement of November 10, 1955 shall apply equally with respect to the additional sales of butter.

I have the honor to convey my concurrence in the foregoing and I confirm that your Note of January 31, 1956 and my reply thereto will constitute an agreement between our two Governments, effective upon receipt of this reply, modifying the agree-

¹ Feb. 1, 1956.

ment of November 10, 1955 in the manner provided for in the above-mentioned Note.

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

ABBA EBAN

The Honorable

JOHN FOSTER DULLES

Secretary of State

Washington, D. C.

KOREA

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington February 3, 1956;
Entered into force February 3, 1956.*

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind, and

Whereas the Government of the United States of America and the Government of the Republic of Korea desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas there is well advanced the design and development of several types of research reactors (as defined in Article X of this Agreement), and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of the Republic of Korea desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program, and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission"), desires to assist the Government of the Republic of Korea in such a program,

The Parties therefore agree as follows:

ARTICLE I

Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields:

- A. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy
- B. Health and safety problems related to the operation and use of research reactors.
- C. The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry

ARTICLE II

A. The Commission will lease to the Government of the Republic of Korea uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of the Republic of Korea, in consultation with the Commission, decides to construct and as required in agreed experiments related thereto. Also, the Commission will lease to the Government of the Republic of Korea uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of the Republic of Korea may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of the Republic of Korea shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of the Republic of Korea to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

B. The quantity of uranium enriched in the isotope U-235 transferred by the Commission and in the custody of the Government of the Republic of Korea shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Korea or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

C. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

D The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VI and VII.

ARTICLE III

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease through such means as it deems appropriate, to the Government of the Republic of Korea or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Korea. The sale or lease of these materials shall be on such terms as may be agreed.

ARTICLE IV

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or Korea may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article I, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to, and perform services for, the Government of the Republic of Korea and such persons under its jurisdiction as are authorized by the Government of the Republic of Korea to receive and possess such materials and utilize such services, subject to:

- A. Limitations in Article V
- B. Applicable laws, regulations and license requirements of the Government of the United States and the Government of the Republic of Korea.

ARTICLE V

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of the Republic of Korea or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

ARTICLE VI

- A. The Government of the Republic of Korea agrees to maintain such safeguards as are necessary to assure that the uranium

enriched in the isotope U-235 leased from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

B. The Government of the Republic of Korea agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of the Republic of Korea or authorized persons under its jurisdiction, shall be used solely for the design, construction, and operation of research reactors which the Government of the Republic of Korea decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

C. In regard to research reactors constructed pursuant to this Agreement the Government of the Republic of Korea agrees to maintain records relating to power levels of operation and burnup of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of the Republic of Korea will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

ARTICLE VII

68 Stat. 940.
42 U. S. C. § 2153.

Guarantees Prescribed by the United States Atomic Energy Act of 1954

The Government of the Republic of Korea guarantees that:

A. Safeguards provided in Article VI shall be maintained.

B. No material, including equipment and devices, transferred to the Government of the Republic of Korea or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Republic of Korea except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

ARTICLE VIII

This Agreement shall enter into force on February 3, 1956, and remain in force until February 2, 1966, inclusively, and shall be subject to renewal as may be mutually agreed.

At the expiration of this Agreement or any extension thereof the Government of the Republic of Korea shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel material leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of the Republic of Korea and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

ARTICLE IX

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in Korea.

ARTICLE X

For purposes of this Agreement:

A. "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

B. "Equipment and devices" means any instrument or apparatus, and includes research reactors, as defined herein, and their component parts.

C. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

D. The terms "Restricted Data", "atomic weapon", and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

68 Stat. 919.
42 U. S. C. § 2011 et seq.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington in duplicate this third day of February, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

WALTER S ROBERTSON
*Assistant Secretary of State
for Far Eastern Affairs*

LEWIS L. STRAUSS
*Chairman, United States
Atomic Energy Commission*

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA.

YOU-CHAN YANG.
Ambassador of Korea

LIBYA

Emergency Wheat Aid

*Agreement effected by exchange of notes
Signed at Washington June 30 and July 18, 1955;
Entered into force July 18, 1955.*

The Libyan Ambassador to the Foreign Operations Administration



FOREIGN OPERATIONS ADMINISTRATION,
Washington 25, D. C.

GENTLEMEN:

In accordance with our recent communications I now, on behalf of my Government, confirm the request of my Government for assistance, in the form of a grant, for grain for famine relief in Libya during the year commencing July 1, 1955, on the basis of the information which has been previously furnished by my Government with regard thereto, and further confirm the provisions, stated below, which, in accordance with our understandings, are to be applicable to the furnishing of such assistance, if granted.

The assistance requested is for 6,800 metric tons of wheat and for the ocean freight costs involved in delivering to port of initial destination in Libya.

The wheat requested is for free distribution in the famine-stricken areas of the Province of Tripolitania in order to alleviate famine conditions in those areas of the Province and the furnishing of the requested assistance is to be subject to the terms and

conditions of United States legislation and your regulations and procedures.

It is understood that my Government is to accept title to the shipments upon delivery on board vessel and is to be responsible for all costs accruing thereafter (other than payment of freight to the port of initial destination in Libya).

It is further understood that in order to ensure maximum benefits from such assistance my Government is to prepare and carry out, in consultation with your representatives, a plan for free distribution of the wheat and products thereof among the people of the famine-stricken areas of the Province of Tripolitania, distribution to be made on the basis of approximately 10 kilograms per person per month to persons who, by virtue of circumstances beyond their control, are unable to pay for this food, is to pursue all appropriate measures to reduce its relief needs, increase production and supply, and improve the distribution of foodstuffs within Libya in order to lessen the danger of similar emergencies in the future.

It is further understood that upon request of either of the parties, the representatives of each of them will consult regarding any matter relating to the furnishing and distribution of the wheat, or to products thereof, that you will be furnished with all necessary information, including a monthly statement of the progress of the assistance received and other relevant information which you may need to determine the nature and scope of operations and to evaluate the effectiveness of assistance furnished or contemplated, that my Government will give full and continuous publicity in Libya to the objectives and progress of the relief measures above referred to, including information to the people of Libya that the relief program is evidence of the friendship of the people of the United States for them, and will make public from time to time, full statements of the relief operations, including information as to the use of assistance received, that my Government will permit representatives of the Government of the United States to observe, without restriction, the distribution in Libya of the wheat and wheat products, and will provide facilities necessary for observation and review of the administration of the relief program and use of the assistance furnished, and will receive such additional persons as may be necessary for this purpose. Such personnel are to be accorded the status specified in Article 5 of the General

TIAS 2524.
8 UST, pt. 3, p. 3915.

Agreement between the United States and Libya of January 21, 1952, concerning Technical Assistance.

In accordance with our understandings, all or any part of the assistance which may be provided pursuant to this request may

be terminated by the United States if it is determined that, because of changed conditions in any respect, continuation of assistance is unnecessary or undesirable.

Sincerely yours,

S. M. MUNTASSER
Ambassador
United Kingdom of Libya

The Acting Secretary of State to the Libyan Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON
July 18 1955

SIR:

I refer to the request of your Government for assistance, in the form of a grant, for grain for famine relief in Libya during the year 1955.

I take pleasure in informing Your Excellency that, in consequence of the request of your Government for assistance, and on the basis of the information contained in His Excellency Ambassador Saddiq Muntasser's letter of June 30, 1955 to the Foreign Operations Administration, my Government, on June 30, 1955,—subject to the understandings recorded in Ambassador Muntasser's letter and to the conditions set forth in the Transfer Authorization and Transportation Request issued by the Foreign Operations Administration on June 30, 1955, [1]—authorized the grant to your Government of 6,800 metric tons of wheat.

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

For the Acting Secretary of State:
GEO. V. ALLEN

SAYYID FATHI ABIDIA,
Charge d'Affaires ad interim of Libya.

¹ Not printed.

NORWAY

Mutual Defense Assistance

*Agreement amending Annex C of the agreement of January 27, 1950,
as amended.*

Effectuated by exchange of notes

Dated at Oslo December 10 and 16, 1954;

Entered into force December 16, 1954.

The American Embassy to the Norwegian Ministry of Foreign Affairs

No. 195

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry for Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950, has the honor, upon instruction from its Government, to advise the Ministry that the minimum amount of Norwegian kroner necessary during the fiscal year 1955 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be the equivalent of \$469,000. In this connection it is understood that the balance of the kroner advances made during the fiscal year 1954 which was unobligated on June 30, 1954 will operate to reduce the total amount required for deposit during the fiscal year 1955.

The Embassy proposes that, in accordance with previous practice, [] Annex C of the Bilateral Agreement be amended to read as follows:

“In implementation of paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,339,280

¹ See TIAS 2418, 2437, 2914, and 3143, 3 UST, pt. 1, p. 581, pt. 2, p. 2705; 5 UST 196; and 5 UST, pt. 3, p. 2866.

Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that agreement for the period ending June 30, 1955."

It is suggested that, if acceptable to the Norwegian Government, this Note, together with the Ministry's reply, constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington, D. C. on January 27, 1950.

Oslo, December 10, 1954.

L C S

THE ROYAL NORWEGIAN MINISTRY
FOR FOREIGN AFFAIRS,
Oslo.

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

The Royal Norwegian Ministry of Foreign Affairs has the honour to acknowledge the receipt of the American Embassy's note of the 10th December, 1954, regarding the payment of administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on the 27th January, 1950.

The Norwegian Government agrees to the proposal made in the Embassy's note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defence Assistance Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,339,280,00 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that agreement for the period ending June 30, 1955"

It is understood that the balance of the kroner advances made during the fiscal year 1954, which was unobligated on the 30th

June, 1954, will operate to reduce the total amount required for deposit during the fiscal year 1955.

The Norwegian Government agrees that the Embassy's note of the 10th December, 1954, together with this reply constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington on the 27th January, 1950.

Oslo, the 16th December, 1954. *P.Y.*
[SEAL]

To

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

CHINA

Establishment of U.S. Navy Medical Research Center at Taipei, Taiwan

*Agreement effected by exchanges of notes
Dated at Taipei March 30, April 26, and October 14, 1955;
Entered into force October 14, 1955.*

The American Ambassador to the Chinese Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 20

The Ambassador of the United States of America presents his compliments to the Minister of Foreign Affairs of the Republic of China and has the honor to refer to the subject of arrangements for the establishment of a United States Navy Medical Research Center at Taipei, Taiwan.

It is the understanding of the Government of the United States that the Government of the Republic of China is agreeable to the stationing of a United States Navy Medical Research Unit in Taipei for the purpose of conducting study and research on a long range basis in the field of diseases endemic and epidemic in the Far East. The Ambassador is informed that conversations to this effect have been held by Commander Robert A. Phillips, Medical Corps, United States Navy, and members of his staff with representatives of the Government of the Republic of China and Taiwan National University, particularly Dr S. L. Chien, President of the University.

It is contemplated that, for the time being and until more permanent arrangements can be made between the two governments, the Navy Medical Research unit will operate as part of the Military Assistance Advisory Group, and it is requested that this unit and its personnel be accorded the same rights, privileges and immunities as are granted to other components of the Military Assistance Advisory Group by the Government of the Republic of China. The initial complement of the United States Navy Medical Research Unit will consist of two officers, two enlisted men and their families, who are expected to arrive in Taiwan the

latter part of May 1955. It is planned to expand this group to a total of approximately twelve scientists and technicians when the research center reaches full operating status.

The Ambassador is pleased to inform the Minister that Lt. Commander John Richey, United States Navy, has been authorized to act on behalf of the Government of the United States in making arrangements with representatives of the Government of the Republic of China for the leasing of facilities and areas necessary for the operation of the medical research center. The assistance of the Ministry is requested in enabling Commander Richey to make such arrangements with the appropriate officials of the Government of the Republic of China at the earliest opportunity.

It would be appreciated if the Minister would confirm the understanding of the Ambassador as to the matters set forth above and inform the Embassy of the name of the official authorized by the Government of the Republic of China to effect the detailed arrangements and to execute documents for the leasing of facilities and areas necessary for the operation of the medical research center.

AMERICAN EMBASSY,
Taipei, March 30, 1955

位」將暫視爲「美國軍援顧問團」之一部份，其人員暫視爲該「顧問團」之人員。

中國政府業已指定國立台灣大學校長錢思亮博士爲代表進行商議前述之正式協定。

外交部並請美國大使館將該「單位」人員抵達台北之確期儘早通知外交部。

中華民國十四年四月廿六日於台北

[SEAL]

The Chinese Ministry of Foreign Affairs to the American Embassy

節略

外
交
部
美
一

003937

中華民國外交部向美國大使館致意，並申述：大使館本年三月三十日第二十號節略業已閱悉。中國政府茲依美國政府之請求，同意一個不超過十二名官兵構成之「美國海軍醫學研究單位」駐於台北，以資設立「美國海軍醫學研究中心」一所，長期從事遠東風土及傳染病虛之研究。

中國政府於同意上述請求之際，並特證實相互諒解如下：即雙方政府將儘速商議並

簽立正式協定，倣照美國政府與駐有此項美國海軍醫學研究單位之他國政府間所訂辦法，訂定詳細辦法；至在此項協定尚未簽立以前，並在不影響此項協定範圍之內，是項「單

Translation

No. Wai(44)MEI/I-003937

MEMORANDUM

The Ministry of Foreign Affairs of the Republic of China presents its compliments to the United States Embassy and, referring to the Embassy's Memorandum No. 20 dated March 30, 1955, has the honor to state that the Chinese Government agrees, as requested by the United States Government, to the stationing in Taipei of a United States Navy Medical Research Unit consisting of not more than twelve officers and men for the purpose of establishing a United States Navy Medical Research Center to conduct study and research on a long range basis in the field of diseases endemic and epidemic in the Far East.

In agreeing to the request referred to above, the Chinese Government wishes also to confirm the understanding that a formal agreement on the detailed arrangements, similar to those made by the United States Government with governments of other countries where similar medical research units of the United States Navy operate, will be negotiated and concluded between the two Governments as soon as possible and that, pending the conclusion of and without prejudice to such an agreement, the said Unit will be considered provisionally as a part of the United States Military Assistance Advisory Group and its personnel as components of the MAAG.

The Chinese Government has designated Dr. S. L. Chien, President of the National Taiwan University, as its representative to negotiate for the aforesaid formal agreement.

The Embassy is also requested to notify the Ministry as far in advance as possible the actual date of arrival in Taipei of the personnel of the Unit.

Post, pp. 178, 192.

[SEAL]

MINISTRY OF FOREIGN AFFAIRS

Taipei, April 26, 1955

The American Ambassador to the Chinese Acting Minister of Foreign Affairs

No. 13

AMERICAN EMBASSY,
Taipei, October 14, 1955

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 20 of March 30, 1955, and to the Ministry's Memorandum No. 003937 of April 26, 1955 in reply, on the subject of the establishment in Taipei of a United States Navy Medical Research Unit.

In order more specifically to provide for the functional operation of the research unit referred to above, the Government of the United States proposes that the following terms shall constitute the operating agreement for the United States Navy Medical Research Unit, hereinafter designated "NAMRU-2"

1. The Government of the United States of America is negotiating a lease with the National Taiwan University, which is acting in this case on behalf and with the approval of the Government of the Republic of China, of the premises commonly known as the Nursing School in the National Taiwan University Hospital compound at Taipei, Taiwan. Upon execution of the lease the Government of the United States, through its Navy Department, will repair these premises and make suitable alterations and installations to provide adequate working facilities for NAMRU-2.

2. It is the intention of NAMRU-2 to devote a separate space in the premises to wards where patients can be observed and treated. Further, the U.S. Navy Bureau of Medicine and Surgery will provide equipment and supplies to the extent of its considered ability, to enable such treatment, observation and the conduct of medical research work to be carried out.

3. The Bureau of Medicine and Surgery will provide personnel and be responsible for the administration of NAMRU-2 and will provide an adequate scientific staff to carry out its medical research mission. It is contemplated that the complement of NAMRU-2 at the end of the first year of operation will be approximately six scientists and six technicians. If necessary, this complement may be expanded upon mutual agreement of the two Governments.

4. The Government of the Republic of China will make necessary provisions for NAMRU-2 to draw upon the national and provincial government hospitals for clinical material available and suitable for conducting the proposed medical research.

5. The Government of the Republic of China will provide without cost to the Government of the United States a consultant

physician and such qualified assistants as are needed, to facilitate the clinical operation of the wards in order to comply with the existing Chinese laws which require that medical treatment be conducted by physicians licensed by the Chinese Government, and will provide qualified assistants in the various departments such as bacteriology, biochemistry, etc.

6. NAMRU-2 will provide facilities and opportunities for a suitable number of properly qualified Chinese guest investigators to participate in the medical research projects of the unit. In this regard the Chinese research personnel shall be entitled to participate in conferences designed to determine research projects. The Government of the Republic of China may also provide when it so desires, and at no cost to the United States, qualified scientific personnel to serve as members of field medical research teams for both domestic and foreign research conducted under the supervision of NAMRU-2 (it being the responsibility of the Chinese Government to provide appropriate travel documentation for such personnel when required).

7 Facilities and opportunities may also be provided at the discretion of the commanding officer of NAMRU-2, and with the approval of the Chinese Government, for certain properly qualified non-Chinese investigators.

8. NAMRU-2 will provide, when requested by the designated agency of the Chinese Government, research material collected by the unit, such as cultures, pathological specimens, stained slides of tissues and similar results of research which the Government of the Republic of China may desire. Copies of reports published by NAMRU-2 will also be furnished to the Government of the Republic of China or its designated agency.

9. In its research and clinical work NAMRU-2 will follow accepted academic procedures, hence the training and experience of the guest investigator and the extent of the research program undertaken by him will determine the research responsibility of each guest investigator. The responsibility of the guest investigator and the degree of his participation in any particular problem will, of course, determine authorship seniority in published reports.

10. Any disputes not of a purely technical nature that may arise out of the operation of NAMRU-2 shall be settled by the two Governments through diplomatic channels.

In connection with the specific proposals stated above, it is the understanding of the Government of the United States that, although it is impossible to predict the exact scope of the work of NAMRU-2 or the annual expenditure for equipment, supplies

and personnel, the United States Navy Bureau of Medicine and Surgery has estimated that the level of financial support extended by the United States to NAMRU-2 will eventually be between US\$200,000 and \$300,000 per year. In connection with the building for which a lease is being negotiated between the two Governments, it is estimated that the space to be devoted to wards will be sufficient for the accommodation of 30 patients. However, in the absence of large scale epidemics, it is planned that much fewer than this number will be lodged in these wards, this will enable patients to be well separated thus facilitating treatment, nursing care, and maintenance of isolation techniques.

It is the understanding of the Government of the United States that, unless extended by mutual agreement or unless the NAMRU-2 research project is abandoned by the United States or discontinued by mutual agreement, the present arrangements shall remain in effect for a period of 20 years from the date of this note.

It is the further understanding of the Government of the United States that, upon completion of the pending negotiation between that Government and the Government of the Republic of China for an agreement governing the status of United States armed forces in Taiwan and Penghu, NAMRU-2 and personnel assigned or attached to that unit shall be governed by the provisions of any agreements or arrangements reached as a result of such negotiations and shall no longer be considered a part of the Military Assistance Advisory Group as previously stipulated in the third paragraph of the Embassy's Note No. 20 of March 30, 1955.

If the foregoing understandings meet with the approval of the Government of the Republic of China, I shall be pleased to consider this note and Your Excellency's note in reply as constituting an operating agreement between the two Governments for the United States Naval Medical Research Unit No. 2 in Taipei.

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

KARL L. RANKIN

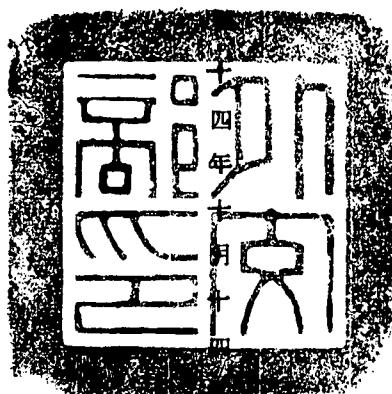
His Excellency

SHEN CHANG-HUAN,

Acting Minister of Foreign Affairs,

Government of the Republic of China.

中
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於
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北

沈 昌 煥

14
三月
廿一

010064

美利堅合衆國駐中華民國特命全權大使藍欽

閣下

(+) 44

(+)

照會及閣下之復照構成兩國間關於台北美國第二海軍醫學研

究所之實施協定。」

等由。

本次長代理部務蓋代表中華民國政府對於上開瞭解，予以證實

本次長代理部務順向

貴大使表示崇高之敬意。

此致

展，或因該第二海醫所之研究計劃為美國政府所放棄，或經雙方同意而終止，其有效期間自本照會之日起，定為二十年。

『美國政府復瞭解：一俟中美兩國政府正在商議中關於在台灣、澎湖美軍部隊地位之協定完成後，第二海醫所及派在或附屬於該所之人員均將依照此項商議結果訂立之協定規定管理，不復如大使館一九五五年三月三十日第二十號節略第三段所載視為援顧問團之一部份。

(九)

TIAS 3493

(八)

確實範圍暨其設備、材料及人員每年所需經費額，雖尙無法預測，但依美國海軍軍醫署之估計，美國政府所予第二海醫所之財政支持最終將達每年美金二十萬至三十萬元之數。至關於雙方政府現正議租中之房屋，其用爲病房之地位，估計足容病人三十人。但無大規模傳染病時，該項病房預計容納人數將遠較此爲少；如此則病人可妥予分開，以便利治療、養護以及隔離辦法之維持。

『美國政府並瞭解：本協定各項辦法，除非經雙方同意延

(十)

學術程序。是以居客員地位之研究員之研究責任如何，將依其本身之訓練及經驗以及其操作研究計劃之範圍而決定。此項居客員地位之研究員在某一研究問題中所負責任之輕重以及其參加程度之廣狹，將決定各項出版報告之作者排列名次。

「十、因第二海醫所業務而發生之任何爭端，如非純屬技術性質者，應由兩國政府經由外交途徑解決之。」

關於上述各項提議，美國政府瞭解：第二海醫所工作之

(六)

「七、經中國政府之同意，第二海醫所主管官員亦得斟酌

對若干非中國藉之合格研究人員，予以便利及機會

「八、第二海醫所將依中國政府指定機構之要求，供給該

所所搜集而為中國政府所需要之研究資料，如細菌

培養、病理標本、組織染色切片及類似之研究結果

等。第二海醫所出版之報告亦將供給中國政府或其

指定之機關。

「九、第二海醫所之研究及臨床作業均將遵循一般接受之

(五)

「大、第二海醫所將供給便利及機會，俾使適當人數之合

格中國藉研究人員得以客員資格參加研究所之各項

醫學研究計劃。此項中國研究人員應有權參加為決定

各項研究計劃而舉行之會議。中國政府如有意，亦

可在不由美國負擔經費之條件下供給合格科學人員

，參加第二海醫所所主持前往國內外之醫學研究外

勤小組。此項人員所需之適當旅行證件等由中國

政府負責供給。」

(四)

『四、中華民國政府將作必要措置，俾第二海醫所得自國立及省立醫院獲取有助於該所操作醫學研究工作之

現存臨床資料・

『五、為符合現行中國法律必須持有中國政府執照之醫師始能行醫之規定起見，中華民國政府將免費供給顧問醫師一人及若干必要之合格助理人員，以利病房之臨床作業；同時並供給細菌學、生物化學等各部門之合格助理人員・

(三)

房以供觀察並診治病人之用。美國海軍軍醫署並將儘量供給設備及材料，俾使此項診治、觀察及醫學研究工作得以進行。

「三、美國海軍軍醫署將供給人員，負責第二海醫所之管理並供給充份之科學人員進行其醫學研究之任務。

第二海醫所開辦一年內其員額必要時得經雙方政府相互同意擴充之。
及技術人員六人。此項員額必要時得經雙方政府相

以下簡稱第二海醫所）之實施協定：

(二)

「一、美利堅合衆國政府現正與國立台灣大學商訂租約，以期租用台灣台北國立台灣大學醫院內通稱爲護士學校之房屋；國立台灣大學之商訂此項租約係代表中華民國政府並經其核准者。此項租約簽立後，美國政府將經由其海軍部修理是項房屋並作適當之改造及裝置，俾第二海醫所得獲充分之工作便利。

「二、第二海醫所擬就此項房屋中專撥一部份地位作爲病

The Chinese Acting Minister of Foreign Affairs to the American
Ambassador

接
准

照
會

貴大使本年十月十四日第十三號照會內開：

『查關於在台北設立美國海軍醫學研究所一事，大使館一

九五五年三月廿日第廿號節略及外交部一九五五年四月廿六日

第〇〇三九三七號復略已各互達在案。

『茲為就上述研究所之業務實施予以更詳確之規定起見，

美國政府特建議下列辦法各點構成關於美國海軍醫學研究所一

(一)

Translation

No. Wai(44)MEI/I-010064

MINISTRY OF FOREIGN AFFAIRS,

Taipei, October 14, 1955

EXCELLENCY.

I have the honor to acknowledge receipt of your note No. 13, of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 178.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, the above understandings.

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

SHEN CHANG-HUAN

His Excellency

KARL L. RANKIN

*Ambassador Extraordinary & Plenipotentiary
of the United States of America
to the Republic of China
Taipei*

JAPAN

Reduction in Japanese Expenditures Under Article XXV 2(b) of the Administrative Agreement of February 28, 1952

*Arrangement effected by exchange of notes
Signed at Tokyo August 19, 1955;
Entered into force August 19, 1955.*

Post, pp. 761, 771.

意を表します。

昭和三十年八月十九日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使
ジョン・M・アリソン閣下



さらに、本会計年度に対する前記の四千九百四十四万四千四百四十四ドル四十四の減額は、日本国政府によつて防衛の目的のために振り当てられるものであり、また、その減額は、前記の防衛計画が両政府間の合意によつて修正されない限り実施に移されることを条件としてのみ、行われるものであるものと了解されます。

アメリカ合衆国が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本国の昭和三十会計年度において前記の一億五千五百万ドルを軽減するための日本国政府とアメリカ合衆国政府との間の取極を構成するものと認め、かつ、その効力は閣下の書簡の日付の日に生ずるものといたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬

期と考えています。しかしながら、日本国政府の意向は、前記のとおり日本国の昭和三十一会計年度及びその後の会計年度においてその財源のより大きな部分を防衛の目的に振り当てることがあります。

よつて、本大臣は、この書簡に掲げた諸事項にかんがみ、貴国政府が、行政協定第二十五条之四の規定の要求する経費から、日本国の本会計年度についてのみ、四千九百四十四万四千四百四十四ドル四十四に相当する額の日本国通貨を減額することに同意されることを提案する光榮を有します。

日本国の昭和三十会計年度における前記の減額は、日本国とアメリカ合衆国との間の相互の合意による別段の取極が行われない限り、本会計年度の後に及ぶことはないものと了解されます。

に滑走路の拡張のため及び日本国にある合衆国軍隊が使用する施設の所有者及び提供者に対する補償のため約八十億円の予算を計上したこと。

4 防衛庁に対する八百六十八億円の予算において計画されているとおりに、日本国の昭和三十分会計年度中に自衛部隊の増強を完了すること。

5 前記のところに従つて、昨年度の千三百二十七億円の防衛予算の範囲内で防衛予算を計上したこと及びそのほかに国庫債務負担行為の権限のため前記の百五十四億円の金額を提供すること。

日本国政府は、日本国の昭和三十分会計年度において財政上の困難に当面しており、同会計年度を日本国の経済の安定のための決定的な時

本大臣は、また、日本国政府が、昭和三十年七月一日に国会が承認した本会計年度における防衛のための予算割当及び予定経費の計画に基き、次のことを同計画の中で行つたか又は行うことを行つたことを閣下に通報する光榮を有します。

1 防衛庁に対して八百六十八億円の予算を計上したこと。

2 前記の予算のほか、日本国の昭和二十九会計年度から約二百三十億円の繰越金を防衛庁に与えたこと並びに約百五十四億円の国庫債務負担行為の権限を防衛庁に与えること。

3 日本国にある合衆国軍隊の維持のため、一億五百五十五万五千五百五十五ドル五十六に相当する額の日本国通貨を、行政協定第二十五条2(b)の規定に基いて合衆国の使用に供すること並びにそのほか

うな防衛のための経費が増加するといふことにかんがみ、日本国にある合衆国軍隊の維持のための第二十五条2(b)に定める経費の減額について日本国が行う要請に対しても考慮を払う旨が記録されています。

本大臣は、日本国昭和三十会計年度における自衛部隊の増強をも含めて、自衛部隊を漸次増強することが日本国政府の政策であることをここに閣下に通報いたします。本大臣は、さらに、日本国とアメリカ合衆国との間の安全保障条約に表現されている「日本国が自国の防衛のため漸増的にみずから責任を負うこと」の期待に従い、日本国昭和三十一会計年度及びその後の会計年度においてその財源のより大きな部分を防衛の目的のために振り当てることが、日本国政府の政策と意向であることを確認いたします。

The Japanese Minister for Foreign Affairs to the American Ambassador [1]

書簡をもつて啓上いたします。本大臣は、日本国とアメリカ合衆国との間の安全保障条約第三条に基く行政協定第二十五条の規定に言及する光栄を有します。第二十五条は、その2(b)の中で、日本国が、定期的再検討の結果締結される新たな取扱の効力発生の日までの間、合衆国が輸送その他の必要な役務及び需品を日本国で調達するのに当てるため、年額一億五千五百万ドルに相当する額の日本国通貨を合衆国に負担を掛けないでその使用に供すべきことを規定しています。

本大臣は、さらに、第二十五条の規定に関する公式議事録に言及する光栄を有します。この公式議事録には、日本国とアメリカ合衆国との間の安全保障条約に示されているように日本国が漸増的に自国の防衛のため責任を負うことあるべきに応じ、アメリカ合衆国は、そのよ

¹ The English translation of the note is quoted in the United States note; *post*, p. 200.

The American Ambassador to the Japanese Minister for Foreign Affairs

AMERICAN EMBASSY,
Tokyo, August 19, 1955

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note dated August 19, 1955, which reads in the English translation thereof as follows.

"I have the honour to refer to Article XXV of the Administrative Agreement under Article III of the Security Treaty between Japan and the United States of America. Article XXV provides, *inter alia*, in paragraph 2 (b) that Japan will make available without cost to the United States, until the effective date of any new arrangement reached as a result of periodic reexamination, an amount of Japanese currency equivalent to \$155 million per annum for the purpose of procurement by the United States of transportation and other requisite services and supplies in Japan.

"I have further the honour to refer to the official minutes in respect to Article XXV, in which it is recorded that as Japan may increasingly assume responsibility for its own defense as is indicated in the Security Treaty between Japan and the United States of America, the United States of America will give consideration, in the light of increased expenses required for such defense, to a request by Japan for a reduction in expenditures as provided in paragraph 2 (b) of Article XXV for maintenance of United States armed forces in Japan.

"I now wish to inform Your Excellency that the policy of the Government of Japan is to increase gradually its self-defense forces, including an increase of its self-defense forces during the Japanese fiscal year 1955. I further wish to confirm that the policy and intention of the Government of Japan is to devote a larger portion of its resources for defense purposes during the Japanese fiscal year 1956 and in ensuing years in accordance with the expectation expressed in the Security Treaty between Japan and the United States of America that Japan 'will increasingly assume responsibility for its own defense'

"I have also the honour to inform Your Excellency that under the program of budgetary allocations and planned expenditures for defense for the current fiscal year, as approved by the Diet on July 1, 1955, the Government of Japan, *inter alia*.

TIAS 3494

TIAS 2492.
3 UST, pt. 3, p. 3360.

TIAS 2491.
3 UST, pt. 3, p. 3329.

1. Has appropriated for the National Defense Agency a budget of 86.8 billion yen.
2. In addition to the above appropriation, has provided the National Defense Agency with a carry-over of about 23.5 billion yen from Japanese fiscal year 1954 and will also provide the National Defense Agency with contract authorization of about 15.4 billion yen.
3. Under Article XXV 2 (b) of the Administrative Agreement will make available to the United States an amount of Japanese currency equivalent to \$105,555,555.56 for the maintenance of the United States forces in Japan, and in addition has provided an appropriation of approximately 8 billion yen to extend runways and to compensate the owners and suppliers of facilities used by the United States forces in Japan.

4. Will complete during Japanese fiscal year 1955 the increase of strength in its defense forces as programmed in the appropriation of 86.8 billion yen for the National Defense Agency

5. On the basis of the above, has provided a defense appropriation within the framework of last year's defense appropriation of 132.7 billion yen, and in addition will provide the sum of 15.4 billion yen as mentioned above for contract authorization.

"The Government of Japan faces financial difficulties in Japanese fiscal year 1955 and considers it as a crucial period for economic stabilization of the country. It is, however, the intention of the Government of Japan as mentioned above to devote a larger portion of its own resources to defense purposes in Japanese fiscal year 1956 and in ensuing years.

"Accordingly, in the light of the considerations outlined in this Note, I have the honour to propose that the Government of the United States of America agree to a reduction in expenditures called for in paragraph 2 (b) of Article XXV of the Administrative Agreement, by an amount of Japanese currency equivalent to \$49,444,444.44 for only the current Japanese fiscal year.

"It is understood that the above reduction for Japanese fiscal year 1955 will not extend beyond the fiscal year, except as may be otherwise arranged by mutual agreement between Japan and the United States of America.

"It is further understood that the Government of Japan will devote the said reduction of \$49,444,444.44 for the current Japanese fiscal year to defense purposes, and that such reduction will only be made, provided the defense program outlined above

is put into effect, unless amended by mutual agreement between our two Governments.

"If the proposal made herein is acceptable to the Government of the United States of America, this Note and Your Excellency's reply indicating such acceptance shall be considered as constituting an arrangement, effective on the date of Your Excellency's Note in reply, between the Government of Japan and the Government of the United States of America reducing for Japanese fiscal year 1955 the figure of \$155 million as provided above."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the above proposal of the Government of Japan and to confirm that Your Excellency's Note and this reply are considered as constituting an arrangement between the two Governments effective on this date, reducing for Japanese fiscal year 1955 the figure of \$155 million as provided above.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,

*Minister for Foreign Affairs,
Tokyo.*

CANADA

Status of Canadian Forces Stationed in the Federal Republic of Germany

Agreement effected by exchange of notes

*Signed at Bonn and Bonn/Bad Godesberg April 19, 1955, and
January 26, 1956;
Entered into force January 26, 1956.*

*The Canadian Ambassador to the Federal Republic of Germany
to the United States High Commissioner for Germany*

CANADIAN EMBASSY
AMBASSADE DU CANADA

BONN, April 19, 1955

EXCELLENCY,

I should like to refer to discussions which have taken place between representatives of this Embassy and representatives of the United Kingdom, United States and French High Commissions regarding the conclusion of arrangements whereby the provisions of the Convention on the Rights and Obligations of Foreign Forces and Their Members in the Federal Republic of Germany, the Finance Convention and the Agreement on Tax Treatment of the Forces and Their Members may be applied to the Canadian Forces and their members stationed in the territory of the Federal Republic.

TIAS 3425.
6 UST pt. 4.

I have been instructed by my Government to propose that an agreement be concluded, the terms of which are contained in a Memorandum of Understanding which is attached to this letter as Appendix 'A'. It is proposed that after the views of the Government of the Federal Republic of Germany have been ascertained in accordance with item (ii) of sub-paragraph (b) of paragraph 4 of Article 1 of the Convention on the Rights and Obligations of Foreign Forces and Their Members in the Federal Republic of Germany and if you agree this letter with its Appendix and your reply should constitute an agreement between our Governments for the purposes of sub-paragraph (b) of paragraph

4 of Article 1 of that Convention, which shall then be notified to the Government of the Federal Republic of Germany.

Similar letters have been addressed to your British and French colleagues.^[1]

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

C S A RITCHIE

C. S. A. Ritchie.

His Excellency

Dr. JAMES B. CONANT,

United States High Commissioner to Germany,

Mehlem.

^[1] Not printed.

APPENDIX "A"

MEMORANDUM OF UNDERSTANDING BETWEEN CANADA AND
THE THREE POWERS REGARDING THE APPLICATION OF THE
PROVISIONS OF THE CONVENTION ON THE RIGHTS AND
OBLIGATIONS OF FOREIGN FORCES AND THEIR MEMBERS
IN THE FEDERAL REPUBLIC OF GERMANY, THE FINANCE
CONVENTION AND THE AGREEMENT ON THE TAX TREAT-
MENT OF THE FORCES AND THEIR MEMBERS TO CANADIAN
FORCES AND THEIR MEMBERS IN THE FEDERAL REPUBLIC
OF GERMANY

Subject to the provisions of paragraph 2 of this Memorandum, for the purposes of the Convention on the Rights and Obligations of Foreign Forces and their Members in the Federal Republic of Germany (Forces Convention) and the Finance Convention, as may from time to time be amended, the Power Concerned, as defined in paragraph 4 (b) of Article 1 of the Forces Convention, shall be with respect to Canadian Forces and their members stationed in the Federal territory, Canada or one of the Three Powers, as indicated in Annex I or Annex II to this Memorandum. Annexes I and II are to be considered part of this Memorandum.

2. Where more than one Power is named as the Power Concerned in this Memorandum the division of responsibility between those Powers so named will be determined by arrangements between their appropriate authorities. In general, the Power Concerned for a particular case or situation will be that Power initiating action or that Power to which approach is made by the German authorities unless responsibility as Power Concerned is transferred by that Power to the other Power named as Power Concerned in the relevant item of the Annexes to this Memorandum.

3. It is understood that the Agreement on Tax Treatment of the Forces and their Members (Tax Agreement) applies to Canadian Forces and their members, and to Canadian Organizations and enterprises, and their employees, referred to in Article 36 of the Forces Convention, in the same way as it applies to those of the Three Powers.

4. The arrangements contemplated in this Memorandum shall become effective upon the coming into force of the Forces Convention and the Finance Convention and shall remain effective insofar as they are related to the particular Convention or Agreement as long as the Forces Convention or the Finance Convention or the Tax Agreement remain in force.

5. The arrangements contemplated in this Memorandum may be amended at any time by an exchange of notes between Canada and the Three Powers, except that the Annexes may be amended by an exchange of notes between Canada and that one of the Three Powers which is named therein as Power Concerned, all amendments to be notified to the Federal Government.

ANNEX I TO
APPENDIX "A"'POWER CONCERNED' UNDER THE FORCES AND FINANCE
CONVENTIONS WITH RESPECT TO THE ROYAL CANADIAN
AIR FORCE AND ITS MEMBERS STATIONED IN THE FEDERAL
REPUBLIC OF GERMANY

Article	Paragraph	Power Concerned
FORCES CONVENTION		
1	7	Canada
2		Canada
4		France
5		Canada
6		Canada
7	2	Canada
	3	Canada
	4	Canada
	5	Canada
	6	France
	7	Canada
8		Canada
9		Canada
10		Canada
11		Canada
12		Canada
13		Canada
15		Canada
16		France
17	4	Canada
	6	France
	7	Canada
	10	France
18	1	Canada
	3	Canada
	7	France
21		Canada
22		Canada
24		Canada
25	2	Canada
	4	Canada
27	1	Canada
28	1	Canada
29		Canada
30		Canada
31		Canada
32		Canada
33		United States
34	4	Canada
	5	France
	7	Canada
	8	Canada
	9	France

Article	Paragraph	Power Concerned	
<i>FORCES CONVENTION</i>			
35	2	Canada	
	4	Canada	France
	5	Canada	France
	6	Canada	France
	8	Canada	France
	9	Canada	France
	10	Canada	France
	11	Canada	France
36		Canada	
38		Canada	France
39		Canada	France
40		Canada	France
41			France
43		Canada	France
44	3		France
	5		France
	6	Canada	France
	7	Canada	France
	8		France
	9		France
	10		France
45			France
48			France
<i>FINANCE CONVENTION</i>			
2		Canada	
4			France
5	1	Canada	
	2		France
	3		France
	3(a)	Canada	France
6		Canada	
7		Canada	
8	7	Canada	United Kingdom
	8	Canada	United Kingdom
	9	Canada	United Kingdom
	11	Canada	United Kingdom
	13	Canada	United Kingdom
	14	Canada	United Kingdom
	15	Canada	United Kingdom
	16	Canada	France
9		Canada	
10			France
11			France
12		Canada	France
13	1	Canada	
	2		France
	3		France
	4	Canada	
15			France
17		Canada	

ANNEX II TO
APPENDIX "A"'POWER CONCERNED' UNDER THE FORCES AND FINANCE
CONVENTIONS WITH RESPECT TO THE CANADIAN ARMY
AND ITS MEMBERS STATIONED IN THE FEDERAL REPUBLIC
OF GERMANY

Article	Paragraph	Power Concerned
<i>FORCES CONVENTION</i>		
1	7	Canada
2		Canada
4		United Kingdom
5		United Kingdom
6		United Kingdom
7	2	Canada
	3	Canada
	4	Canada
	5	Canada
	6	United Kingdom
	7	Canada
8		Canada
9		Canada
10		Canada
11		Canada
12		Canada
13		Canada
15		Canada
16		United Kingdom
17	4	Canada
	6	United Kingdom
	7	United Kingdom
	10	United Kingdom
18	1	Canada
	3	Canada
	7	United Kingdom
21		United Kingdom
22		Canada
24		Canada
25	2	Canada
	4	United Kingdom
27		Canada
28		Canada
29		Canada
30		United Kingdom
31		United Kingdom
32	1	Canada
	2	United Kingdom
	3	United Kingdom
	4	United Kingdom
33		Canada
34	4	United Kingdom

Article	Paragraph		Power Concerned
<i>FORCES CONVENTION</i>			
34	5	Canada	United Kingdom
	7		United Kingdom
	8	Canada	United Kingdom
	9	Canada	
35	2	Canada	
	4	Canada	United Kingdom
	5	Canada	United Kingdom
	6	Canada	United Kingdom
	8	Canada	United Kingdom
	9	Canada	United Kingdom
	10	Canada	United Kingdom
	11	Canada	United Kingdom
36		Canada	
38			United Kingdom
39	3		United Kingdom
	5		United Kingdom
	6		United Kingdom
	7		United Kingdom
	8		United Kingdom
	10		United Kingdom
	11	Canada	
40	1		United Kingdom
	2		United Kingdom
	3	Canada	United Kingdom
41			United Kingdom
43			United Kingdom
44	3		United Kingdom
	5		United Kingdom
	6	Canada	United Kingdom
	7	Canada	United Kingdom
	8		United Kingdom
	9		United Kingdom
	10		United Kingdom
45			United Kingdom
48			United Kingdom
<i>FINANCE CONVENTION</i>			
2		Canada	United Kingdom
4			United Kingdom
5	1	Canada	
	2		United Kingdom
	3		United Kingdom
	3 (a)	Canada	United Kingdom
6			United Kingdom
7		Canada	
8	7	Canada	United Kingdom
	8	Canada	United Kingdom
	9	Canada	United Kingdom
	11	Canada	United Kingdom
	13	Canada	United Kingdom

Article	Paragraph	Power Concerned	
<i>FINANCE CONVENTION</i>			
8	14	Canada	United Kingdom
	15	Canada	United Kingdom
	16	Canada	
9		Canada	
10			United Kingdom
11			United Kingdom
12		Canada	United Kingdom
13	1	Canada	
	2		United Kingdom
	3		United Kingdom
	4	Canada	
15			United Kingdom
17		Canada	

*The American Ambassador to the Federal Republic of Germany to
the Canadian Ambassador to the Federal Republic of Germany*

EMBASSY OF THE
UNITED STATES OF AMERICA
BONN/BAD GODESBERG,
January 26, 1956

EXCELLENCY:

This is in reply to your letter of April 19, 1955, referring to discussions between representatives of your Embassy and representatives of the French, the United Kingdom, and the United States High Commissions regarding the conclusion of arrangements whereby the provisions of the Convention on the Rights and Obligations of Foreign Forces and their Members in the Federal Republic of Germany (as amended), the Finance Convention (as amended), and the Agreement on Tax Treatment of the Forces and Their Members (as amended) may be applied to the Canadian Forces and their members stationed in the territory of the Federal Republic.

To this letter you attach, as Appendix A, a Memorandum of Understanding which, in accord with paragraph 4(b) of Article 1 of Part One of the Forces Convention, defines the Powers Concerned to act on behalf of the Canadian Forces.

The terms of the appended Memorandum of Understanding are acceptable to my Government and your letter with the appended Memorandum together with this reply shall constitute an agreement between our Governments for the purposes of paragraph 4(b) of Article 1 of Part One of the Forces Convention which we understand will be formally notified by you to the Government of the Federal Republic of Germany.

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

JAMES B. CONANT
American Ambassador

His Excellency

CHARLES S. A. RITCHIE,
Canadian Ambassador,
22 Zittelmannstrasse,
Bonn

EGYPT

Surplus Agricultural Commodities

Agreement modifying the agreement of December 14, 1955.

Post, p. 272.

Effectuated by exchange of notes

Signed at Washington February 8, 1956;

Entered into force February 8, 1956.

The Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON
February 8 1956

EXCELLENCY:

I have the honor to refer to the request by your Government and to the conversations between representatives of our two Governments concerning the possibility of sales for Egyptian pounds of approximately 80,000 metric tons of United States wheat. It was contemplated that such sales would be in addition to those already agreed upon in the agreement under Title I, Public Law 480, entered into by our two Governments on December 14, 1955, and would be permitted through appropriate amendments to that agreement.

I have the honor to inform you that the United States Government agrees to undertake to finance such additional sales totalling \$5.6 million worth of wheat (amounting to approximately the 80,000 metric tons requested) in accordance with the provisions of Article I of the December 14, 1955 agreement, and further agrees that the Egyptian pounds accruing to the Government of the United States as a consequence of these additional sales of wheat shall be used by the Government of the United States in accordance with Article II of the December 14, 1955 agreement, the Egyptian pound equivalent of \$1.7 million to be used in accordance with paragraph 1(a) of Article II and the Egyptian pound equivalent of \$3.9 million to be used in accordance with paragraph 1(b) of Article II. The remaining provisions of the agreement of December 14, 1955 shall apply equally with respect to these additional sales of wheat.

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3439.
6 UST 5967.

If you concur in the foregoing, this note, and your Excellency's reply thereto, will constitute an agreement between our two Governments, effective upon receipt of your Excellency's reply, modifying the agreement of December 14, 1955 in the manner provided for herein.

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

For the Secretary of State:

GEO V ALLEN

His Excellency

Dr. AHMED HUSSEIN,
Ambassador of Egypt.

The Egyptian Ambassador to the Secretary of State

EMBASSY OF EGYPT
WASHINGTON, D. C.

FEBRUARY 8, 1956

SIR:

I have the honor to refer to your note dated February 8, 1956 regarding the request of my Government and conversations between representatives of our two Governments concerning the possibility of sales for Egyptian pounds of approximately 80,000 metric tons of United States wheat. As stated in that note, it was contemplated that such sales would be in addition to those already agreed upon in the agreement under Title I, Public Law 480, entered into by our two Governments on December 14, 1955, and would be permitted through appropriate amendments to that agreement.

In that note it is also stated that the United States Government agrees to undertake to finance such additional sales totalling \$5.6 million worth of wheat (amounting to approximately the 80,000 metric tons requested) in accordance with the provisions of Article I of the December 14, 1955 agreement, and further agrees that the Egyptian pounds accruing to the Government of the United States as a consequence of these additional sales of wheat shall be used by the Government of the United States in accordance with Article II of the December 14, 1955 agreement, the Egyptian pound equivalent of \$1.7 million to be used in accordance with paragraph 1(a) of Article II and the Egyptian pound equivalent of \$3.9 million to be used in accordance with paragraph 1(b) of Article II. The remaining provisions of the agreement of Decem-

ber 14, 1955 shall apply equally with respect to these additional sales of wheat.

I have the honor to convey my concurrence in the foregoing and I confirm that your note of February 8, 1956 and my reply thereto will constitute an agreement between our two Governments, effective upon receipt of this reply, modifying the agreement of December 14, 1955 in the manner provided for herein.

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

For the Ambassador of Egypt.

ANWAR NIAZI

The Honorable

JOHN FOSTER DULLES,
Secretary of State.

TIAS 3496

ISRAEL

Surplus Agricultural Commodities

*Agreement amending the agreement of November 10, 1955, as modified.
Signed at Washington February 10, 1956;
Entered into force February 10, 1956.*

AGREEMENT TO AMEND THE AGREEMENT DATED NOVEMBER 10, 1955 BETWEEN THE UNITED STATES OF AMERICA AND ISRAEL REGARDING SURPLUS AGRICULTURAL COMMODITIES

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

Desiring to set forth the understanding that will govern the sales of additional agricultural commodities to Israel under the Agricultural Commodities Agreement entered into by the two Governments on the 10th day of November, 1955, and modified by the exchange of notes of January 31, 1956, pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended,

Have agreed as follows:

ARTICLE I

Paragraph 3 of Article I of the November 10, 1955 Agreement is amended to read as follows.

3. The United States Government undertakes to finance the sale to Israel of the following commodities, in the export market values indicated, during the United States fiscal year 1956 under the terms of Title I of said Act and of this Agreement.

<u>Commodity</u>	<u>Value (Million Dollars)</u>
Wheat	\$5. 9
Feed Grain	3. 2
Edible Fats & Oils	2. 2
Cotton	1. 5
Butter	1. 8
Cheese	3

<u>Commodity</u>	<u>Value (Million Dollars)</u>
Dried Milk	26
Beans (Navy Pea or Great Northern)	28
Tobacco	2
Beef	*10. 0
Ocean Transportation (Estimated for commodities other than beef)	2. 3
 TOTAL	 \$27 94

*Including the cost of ocean transportation on any United States flag vessels required to be used.

ARTICLE II

Article II of the November 10, 1955 Agreement is amended to read as follows:

ARTICLE II

USES OF ISRAEL POUNDS

1. The two Governments agree that Israel pounds accruing to the Government of the United States as a consequence to sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:
 - (a) To help develop new markets for United States agricultural commodities, for international educational exchange, for purchases of goods and services for other friendly countries and for other U.S. expenditures in Israel under subsections (a), (d), (f), and (h) of Section 104 of the Act, the Israel pound equivalent of \$6.55 million.
 - (b) For loans to the Government of Israel to promote the economic development of Israel under Section 104 (g) of the Act, the Israel pound equivalent of \$21.39 million, subject to supplemental agreement between the two Governments. In the event that Israel pounds set aside for loans to the Government of Israel are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the Israel pounds for loan purposes or any other purpose, the Government of the United States may use the Israel pounds for any other purpose authorized by Section 104 of the Act.
2. The Israel pounds accruing under this Agreement shall be expended by the Government of the United States for purposes

stated in Paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

ADDITIONAL UNDERSTANDINGS

The provisions of the Agreement of November 10, 1955, not specifically amended by this Agreement shall remain in full force and effect without modification.

ARTICLE IV

ENTRY INTO FORCE

This amendatory Agreement shall enter into force upon signature.

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

Done at Washington this tenth day of February, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

GEO. V ALLEN

FOR THE GOVERNMENT OF ISRAEL.

ABBA EBAN

UNION OF BURMA

Surplus Agricultural Commodities

*Agreement signed at Rangoon February 8, 1956;
Entered into force February 8, 1956.*

Post, pp. 2391, 3267.

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

The Government of the United States of America and the Government of the Union of Burma,

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

Considering that the purchase for Burmese kyat of agricultural commodities produced in the United States will assist in achieving such an expansion of trade,

Desiring to set forth the understanding which will govern the sales of agricultural commodities to the Union of Burma pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities,

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR BURMESE KYAT

1. Subject to the issuance and acceptance of purchase authorization referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Burmese kyat of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as

amended, to purchasers authorized by the Government of the Union of Burma.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Burmese kyat accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of the Union of Burma. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.
3. The United States Government undertakes to finance the sale to the Union of Burma of the following commodities, in the export market values indicated, during the United States fiscal year 1956 under the terms of Title I of the said Act and of this Agreement:

<i>Commodity</i>	<i>Value</i> (million dollars)
Cotton	\$17 5
Dairy products	2. 0
Tobacco	1. 1
Fruit	0. 2

	\$20. 8
Ocean Transportation (est. 50%)	0. 9

Total	\$21. 7

ARTICLE II

USES OF BURMESE KYAT

1. The two Governments agree that the local currency proceeds of sales under this Agreement shall be available for use by the United States for the purposes specified in sub-sections (a), (b), (d), (f) and (h) of Section 104 of the Act, but the United States and the Union of Burma may agree to other uses as authorized under said Section 104, and in such event such uses shall be made of the proceeds.
2. The Burmese kyat accruing under this Agreement shall be expended by the Government of the United States for purposes stated in paragraph I of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSITS AND WITHDRAWALS OF BURMESE KYAT

The amount of Burmese kyat to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into Burmese kyat at the rate of exchange for U S. dollars, on the dates of dollar disbursement by the United States generally applicable to imports (except imports granted a preferential rate). Such dollar sales value shall include ocean freight and handling, reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Union of Burma agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities for export to other countries.
2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement appropriate steps shall be taken to assure that private trade channels in the United States are used to the maximum extent practicable.
4. The Government of the Union of Burma agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of these commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V
CONSULTATION

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

ARTICLE VI
ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

Done at Rangoon on the eighth February 1956 in two original copies both of which are authentic.

For the Government of the United States of America

JOSEPH C. SATTERTHWAITE
Ambassador of the United States of America

For the Government of the Union of Burma

U RASCHID.
Minister for Trade Development

AUSTRIA

Disposition of Certain United States Property

*Agreement signed at Vienna September 26, 1955;
Entered into force September 26, 1955.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF AUSTRIA CON- CERNING THE DISPOSITION OF CERTAIN UNITED STATES PROPERTY IN AUSTRIA

1. Whereas, under date of June 21, 1947, the United States of America and the Republic of Austria entered into an agreement entitled: "AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE FEDERAL GOVERNMENT OF AUSTRIA REGARDING SETTLEMENT FOR WAR ACCOUNTS AND CLAIMS INCIDENT TO THE OPERATIONS OF THE U S. FORCES IN AUSTRIA DURING THE PERIOD 9 APRIL 1945 TO 30 JUNE 1947, INCLUSIVE", and

2. Whereas the United States of America has certain rights and titles to properties, real and personal, located in Austria which the Republic of Austria is desirous of acquiring and which the United States of America is prepared to transfer to the Republic of Austria, and

3. Whereas the Republic of Austria, declares its intention to make maximum use of property and equipment described and transferred in Article II herein for the maintenance of its national defense,

4. Therefore, and in consideration thereof, the undersigned acting on behalf of their Governments, agree on the following provisions:

ARTICLE I

1. This agreement is not intended and shall not be construed to be in any way a modification, amendment, or change of the effect of the Austrian State Treaty signed at Vienna on May 15, 1955.

TIAS 1920.
61 Stat., pt. 4, p.
4168.

TIAS 3298.
6 UST 2369.

2. This agreement is not intended, and shall not be construed, as abrogating or limiting in any way the obligations and liabilities of the Republic of Austria under the terms of the said agreement referred to in introductory paragraph 1.

3. The English and German texts of this agreement shall be equally authentic.

ARTICLE II

1. The United States of America transfers, effective on the dates hereinafter mentioned, all of its rights, titles, and interests in the properties, real, personal, and mixed, described in Appendix A hereto and in any supplement which may be added thereto.

2. The effective date of the transfers shall be, as to each property, the day on which the United States of America releases physical possession and control thereof to the Republic of Austria, which releases shall be effected as rapidly as practicable.

3. Each property is so transferred "as is", "where is", in the condition existing on the day of said release of the physical possession and control, without any warranty, guarantee, or any obligation then or thereafter of the United States of America as to its condition or usefulness.

4. The Republic of Austria agrees that it will not export nor permit the exportation of any of said properties for use outside of Austria without prior consent of the United States of America.

ARTICLE III

1. The Republic of Austria, for and on behalf of itself, its Departments and Agencies, and for and on behalf of all land, municipal and other local governments, their departments and agencies, and for and on behalf of all Austrian nationals, hereby waives all claims against the United States of America, its agencies, officers, agents and those acting on their behalf or under their authority, and releases and discharges them and each of them from all such claims.

2. The Republic of Austria also hereby assumes and agrees to settle all claims by any and all persons and juridical entities regardless of nationality, citizenship, or residence, against the United States of America, its agencies, officers, agents and those acting on their behalf or under their authority, and to indemnify and save harmless them and each of them from all such claims.

3. The Republic of Austria agrees to pay and settle, on behalf of the United States of America, any claims arising out of contracts (except as otherwise provided for in Article V of this agreement) between individuals, juridical persons or entities regardless

of nationality, citizenship or residence, and the United States of America, its departments or agencies entered into, within the then and now existing geographical boundaries of Austria, on and after April 9, 1945 up to and including the date of withdrawal from Austria of the last element of the forces of the United States of America pursuant to the provisions of Article 20 of the said State Treaty

4. However, the Republic of Austria does not agree to pay and settle any claims which may be asserted by any contractor (other than the Republic of Austria, its departments or agencies, or a land, municipal or other local government or department or agency thereof) on the basis of a contract with the United States of America, its departments or agencies, which has been completed or terminated and settlement thereof has been made between the contractor and the United States of America according to the terms of the contract. Upon request from the Republic of Austria information will be furnished by the United States of America whether or not an asserted claim falls within the provisions of this paragraph.

ARTICLE IV

1. The term "claims" as used in paragraphs 1 and 2 of Article III covers and includes, except as specified by the provisions of paragraphs 3 and 4 of Article III, and Article V, all claims of every kind, nature and description, arising out of acts or omissions occurring, or out of contracts entered into with the Republic of Austria, its Departments and Agencies and all Land, Municipal and other local governments, their departments and agencies, on or after April 9, 1945 up to and including the date of withdrawal from Austria of the last element of the forces of the United States of America pursuant to the provisions of Article 20 of the said State Treaty, which accrued or will accrue within the then and now existing geographical boundaries of Austria.

2. The Republic of Austria agrees to consider, determine and settle promptly the claims herein assumed.

ARTICLE V

1. In accordance with the policy of the United States of America to make provisions for claimants through the period of the presence of the United States Forces in Austria, it is agreed that the following exceptions are made to the provisions of Articles III and IV above, subject to the conditions stated hereunder.

2. The United States of America shall continue to pay and discharge the following:

a. Wages and salaries due employees of the United States of America, its departments, agencies and officers including termination pay due according to USFA and USCOA [¹] directives.

b. Amounts due to individuals, juridical persons or entities, other than Austrian Federal, Land, municipal, or other local governments or agencies or departments of such governments, for:

(1) Purchases of foodstuffs and other items, objects, or articles for consumption or use by the United States of America, its departments, agencies or personnel.

(2) Emergency services or repairs.

(3) Transportation services.

3. The United States of America shall, subject to the conditions hereunder, continue to pay up to the dates hereinafter specified, the following:

a. Amounts due up to and including August 31, 1955, but not thereafter; for rent, utilities, and services, including lease personnel and their termination pay (if employment is terminated) according to USFA directives and the provisions of the applicable lease, but not for restoration and repairs, under leases and requisitions of real, personal or mixed property; for transportation services furnished by the Austrian Federal Railways, and for communication services furnished by the Austrian Post and Telegraph Administration, provided however that.

(1) The amounts so due up to and including August 31, 1955 are properly and correctly computed and bills and statements therefor are submitted not later than September 30, 1955 to the United States Officer responsible for certifying the same for payment. Any such amounts not properly and correctly billed by September 30, 1955 will not be paid by the United States of America and will, on and after October 1, 1955 become and remain the obligation of the Republic of Austria under the terms of Articles III and IV above.

(2) With respect to lease personnel, it is further agreed that if the United States Forces in Austria retain the services of any lease personnel after August 31, 1955 USFA will reimburse the Republic of Austria for the pay of such lease personnel during the period so retained beyond August 31, 1955, including termination pay according to USFA directives and the provisions of the applicable lease.

¹ Office of the United States High Commissioner for Austria.

4. The United States of America shall continue to make payment and settlement of building construction contracts and building repair contracts according to the terms of the contracts.

5. Without in any way affecting the other terms of this agreement, the Embassy of the United States of America will pay for services, supplies and facilities required by it on and after 1 September 1955.

ARTICLE VI

1. It is agreed that on the effective date of the said State Treaty, the obligation heretofore existing of the United States of America to make payment of its occupation obligations in American dollars ceased and that then and thereafter the United States of America may make payment in Austrian national schillings from any schilling accounts owned by the United States Government.

In witness whereof the undersigned duly authorized representatives of their Governments have signed this agreement in the city of Vienna, Austria, on this 26th day of September, 1955.

FOR THE UNITED STATES
OF AMERICA.

H H ARNOLD

FOR THE REPUBLIC
OF AUSTRIA.

JULIUS RAAB

SCHÄRF

APPENDIX A

There follows list of real property transferred to the Republic of Austria in accordance with paragraph 1, Article II.

1. Detailed lists of buildings and installed property at each of the following installations are included in brochures.

Installation

Camp Roeder
 Camp Truscott
 Camp Klessheim
 Camp Riedenburg
 Minor Installations (Salzburg Area)
 Camp St Johann
 Camp Saalfelden
 Camp Rum
 Camp McCauley
 Minor Installations (Linz-Wels Area)

Note: The following Engineer prefabricated buildings are included in the brochures.

Item No.	No. of Units	Year Built	Location	Size	Type	Source
1	10	1951	Reichenau	35 x 100	Metal	European
2	1	1953	Rum	48 x 20	"	"
3	1	1952	"	48 x 20	"	"
4	1	1952	"	48 x 20	"	U. S.
5	1	1953	"	48 x 20	"	European
6	1	1951	"	35 x 100	"	"
7	1	1950	"	20 x 92	"	U. S.
8	2	1952	"	48 x 20	"	European
9	1	1954	"	20 x 16	"	U. S.
10	1	1952	"	48 x 20	"	European
11	1	1952	"	36 x 25	"	U. S.
12	1	1952	"	36 x 25	"	"
13	1	1952	"	36 x 25	"	"
14	1	1952	"	36 x 25	"	"
15	1	1948	Vienna	20 x 24	"	"
16	1	1953	"	20 x 80	"	"
17	1	1947	"	38 x 20	"	"
18	1	1947	"	33 x 57	Wood	European
19	1	1953	"	32 x 19	"	U. S.
20	1	1952	"	20 x 48	Metal	"
21	1	1952	"	20 x 16	"	"
22	1	1954	"	24 x 20	"	"
23	1	1948	"	20 x 48	"	"
24	1	1950	"	53 x 16	Wood	European
25	1	1950	"	16 x 24	Metal	U. S.
26	1	1950	"	19 x 15	"	"

<u>Item No.</u>	<u>No. of Units</u>	<u>Year Built</u>	<u>Location</u>	<u>Size</u>	<u>Type</u>	<u>Source</u>
27	1	1950	Vienna	20 x 20	Metal	U. S.
28	1	1952	"	30 x 16	Wood	"
29	1	1946	"	15 x 18	"	European
30	3	1954	Roeder	30 x 100	Steel	"
31	1	1952	"	20 x 48	"	U. S.
32	1	1953	"	20 x 160	Wood	"
33	1	1951	"	20 x 100	"	European
34	1	1950	Truscott	20 x 48	Steel	U. S.
35	1	1950	AG Bldg	40 x 100	"	"
36	1	1950	Keyes Str	40 x 100	"	"
37	1	1950	Klessheim	20 x 160	"	"
38	2	1947	McCauley	20 x 48	"	"
39	2	1953	"	20 x 98	"	"
40	1	1953	"	28 x 53	Wood & Steel	U. S.-European
41	1	1953	"	20 x 36	Steel	U. S.
42	1	1947	"	20 x 64	"	"
43	1	1947	"	36 x 87	Wood	European
44	1	1950	"	20 x 20	Steel	U. S.
45	3	1949	Wels	27 x 87	Wood	European
46	1	1947	"	27 x 61	"	"
47	1	1947	"	22 x 51	"	"
48	1	1947	"	20 x 100	"	U. S.
49	1	1949	"	26 x 234	"	European
50	1	1950	St Johann	13 x 38	"	"
51	2	1952	"	20 x 48	Steel	U. S.
52	1	1954	"	20 x 36	"	"
53	2	1952	Lofer	20 x 48	"	"
54	2	1950	"	20 x 48	"	"
55	1	1953	"	20 x 80	"	"
56	1	1954	"	20 x 68	"	"
57	1	1954	"	20 x 56	"	"
58	1	1953	Roeder	65 x 240	"	European

2. Following additional equipment located at various installations in Austria which is not included in the brochures.

SIGNAL PROPERTY
INSTALLED EQUIPMENT

<u>Item No.</u>	<u>Description</u>	<u>No. of Units</u>	<u>Location</u>
1	Cable, telephone, 150 pr L. C. (Aerial) mtr 1000	1	Camp McCauley
2	Cable, telephone, 100 pr armored L. C. underground mtr 600	1	Camp McCauley
3	Cable, telephone, 420 pr, .8mm, armored	5,000	Camp Roeder
4	Cable, telephone, .6mm, various sizes (armored)	31,800	Camp Roeder
5	Pole, telephone, wood, 45 ft	21	Camp Roeder
6	Cable, terminal, telephone, various sizes	166	Camp Roeder

SPECIAL SERVICE PROPERTY
INSTALLED EQUIPMENT

Item No.	Description	No. of Units	Location
1	Chairs, theatre plywood back and seats	121	Riedenburg
2	Chairs, theatre plywood back and seats	294	St Johann
3	Chairs, theatre plywood back and cushion seats	132	St Johann

ORDNANCE PROPERTY
INSTALLED EQUIPMENT

Item No.	Description	No. of Units	Location
1	Compress, 3 cfm, 220 v	1	Camp McCauley
2	Forge, double furnace, elec blower, 75" long, 40" wide	1	" " "
3	Grinder, bench, 220 v, wheel size 8 x 2"	1	" " "
4	Grinder, bench, single wheel 8 x 2", 220 v	2	" " "
5	Lathe, engine, 220 v, 7" swing, 7' bed	4	" " "
6	Lathe, engine, 220 v, 6" swing, 7' bed	1	" " "
7	Machine, milling, universal type, 220 v	1	" " "
8	Press, hydraulic, 30 ton capacity w/rack	1	" " "
9	Press, hydraulic, 60 ton capacity w/rack	1	" " "
10	Press, drill, bench type $\frac{3}{8}$ " capacity, 4" swing	1	" " "
11	Press, drill, bench type $\frac{3}{8}$ " capacity, 5" swing	1	" " "
12	Press, drill, floor type, $1\frac{1}{2}$ " cap, 20" swing	1	" " "
13	Saw, hack, power operated, 220 v, 10" blade	1	" " "
14	Shear, nipping, hand operated, blade $\frac{1}{8}$ x 8"	1	" " "
15	Shear, nipping, hand operated, blade $\frac{3}{16}$ x 10"	1	" " "
1	Bender, Universal	1	Salzburg Ord Ctr
2	Charger, Battery	1	" " "
3	Grinder, tool and cutter, floor, ped type, wheel size 18 x 2"	1	" " "
4	Grinder, tool and cutter, swivel table and headstock, 5" cap	1	" " "
5	Grinder, tool and cutter, floor type, wheel size 12 x 1 $\frac{1}{2}$ "	1	" " "
6	Grinder, surface	1	" " "
7	Grinder, bench, 220 v, wheel size 8" x 2"	1	" " "
8	Grinder, floor, ped mount, wheel size 12" x 1 $\frac{1}{2}$ "	1	" " "
9	Grinder, bench, 220 v, wheel size 8" x 2"	1	" " "
10	Grinder, bench, 220 v, wheel size 8" x 2"	1	" " "
11	Grinder, Planer Blade	1	" " "
12	Lathe, engine, 20 to 25 HP, 20" swing, 48" between ctrs	1	" " "

<u>Item No.</u>	<u>Description</u>	<u>No. of Units</u>	<u>Location</u>		
13	Lathe, engine, 18" swing, 6½' bed, ped type	1	Salzburg Ord Ctr	"	"
14	Lathe, engine, 16" swing, 6½' bed, ped type	1	"	"	"
15	Lathe, engine, 16" swing, 8' bed, ped type	1	"	"	"
16	Lathe, engine, 16" swing, 5' bed, ped type	1	"	"	"
17	Lathe, turret, 10" swing, 3¼" bed (super progress)	1	"	"	"
18	Lathe, engine, bench type, 10" swing, 4¾' bed	1	"	"	"
19	Lathe, engine	1	"	"	"
20	Lathe, engine	1	"	"	"
21	Lathe, engine	1	"	"	"
22	Lathe, woodworking (Schmalz)	1	"	"	"
23	Machine, bending and shearing, 78" swing, ¾" cap	1	"	"	"
24	Machine, bending, 78" swing, ¾" cap	1	"	"	"
25	Machine, milling, horizontal knee type, power feed	1	"	"	"
26	Machine, milling, vertical type, power feed	1	"	"	"
27	Machine, milling, horizontal knee type, power feed	1	"	"	"
28	Machine, engraving, w/equipment and accessories	1	"	"	"
29	Machine, grooving	1	"	"	"
30	Machine, milling, universal type	1	"	"	"
31	Machine	1	"	"	"
32	Machine, abrasing	1	"	"	"
33	Machine, milling, chain, woodworking (Aldinger)	1	"	"	"
34	Machine, milling, woodworking	1	"	"	"
35	Machine, sewing	1	"	"	"
36	Press, drill, floor type, power feed, 1¼" cap, 20" swing	1	"	"	"
37	Press, drill, floor type, power feed, 1½" cap, 20" swing	1	"	"	"
38	Press, drill, floor type, 1½" cap, 20" swing	1	"	"	"
39	Press, drill, floor type, 1¾" cap, 20" swing	1	"	"	"
40	Press, drill, bench type, ¾" cap, 6" swing	2	"	"	"
41	Plate, surface 39" x 29½"	1	"	"	"
42	Press, Hand Operated	1	"	"	"
43	Press, Drill bench type, ¾" cap	1	"	"	"
44	Press, Drill (Petravic)	1	"	"	"

<u>Item No.</u>	<u>Description</u>	<u>No. of Units</u>	<u>Location</u>		
45	Planer, Universal, woodworking (Kirchner)	1	Salzburg Ord Ctr	"	"
46	Planer, woodworking (Aldinger)	1	"	"	"
47	Saw, hack, dry cut, 220 v, 6 x 6" capacity	1	"	"	"
48	Saw, hack, dry cut, 220 v, 6 x 6" capacity, power operated	1	"	"	"
49	Shaper, metal, horizontal, 21" cap, 220 v, 3-phase	1	"	"	"
50	Shaper, vertical die, 5" cap, 220 v, 3-phase	1	"	"	"
51	Shaper, metal, horizontal, 16" cap, 5 HP, 220 v	2	"	"	"
52	Shear, Sheet Metal	1	"	"	"
53	Shears, lever	1	"	"	"
54	Shears, lever	1	"	"	"
55	Shears, Sheet Metal	1	"	"	"
1	Grinder, Circular Saw Blade (Vollmer)	1	Camp Klessheim		
2	Press, Drill, bench type	1	"	"	
3	Saw, Band (Trommer)	1	"	"	
4	Saw, Circular & Drilling Machine (Pan-hans)	1	"	"	
1	Grinder, elec, floor, ped type, wheel size 20 x 2"	1	Reichnau Field		

AIR FORCE INSTALLED EQUIPMENT (P PROPERTY)AT TULLN, AUSTRIA

<u>Quantity</u>	<u>Item</u>
2	Pump, Oil
1	Compressor, Air
2	Pump, Gas
1	Transformer, 50 KVA
1	Air-Conditioning System
1	Boiler with Water Pump
75	Runway Lights

A b k o m m e n

zwischen den Vereinigten Staaten von Amerika und der Republik Österreich betreffend die Verfügung über gewisse Vermögenschaften der Vereinigten Staaten in Österreich

1. In Anbetracht dessen, dass die Vereinigten Staaten von Amerika und die Republik Österreich am 21.Juni 1947 ein Abkommen mit der Bezeichnung "Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Österreichischen Bundesregierung über die Abfindung von Kriegskonten und Forderungen, die mit den Operationen der US-Streitkräfte in Österreich in der Zeit vom 9.April 1945 bis einschliesslich 30.Juni 1947 erwachsen sind" geschlossen haben; ferner

2. in Anbetracht dessen, dass die Vereinigten Staaten von Amerika gewisse Rechtstitel auf in Österreich befindliche dingliche und obligatorische Vermögenschaften besitzen, welche die Republik Österreich zu erwerben wünscht und welche die Vereinigten Staaten von Amerika an die Republik Österreich zu übertragen bereit sind; und

3. in Anbetracht dessen, dass die Republik Österreich ihre Absicht bekanntgibt, von den Vermögenschaften und der Ausrüstung, die in Art.II dieses Abkommens genannt sind und übertragen werden, den weitestgehenden Gebrauch für die Aufrechterhaltung ihrer nationalen Verteidigung zu machen;

4. kommen die Unterzeichneten im Namen ihrer Regierungen über folgende Bestimmungen überein:

Artikel I

1. Dieses Abkommen soll seiner Bestimmung und seiner Auslegung nach in keiner Weise eine Modifizierung, einen Zusatz oder eine Änderung der Rechtswirkungen des in Wien am 15.Mai 1955 unterzeichnetem Österreichischen Staatsvertrages darstellen.

2. Dieses Abkommen soll seiner Bestimmung und seiner Auslegung nach in keiner Weise die Verpflichtungen und Verbindlichkeiten der Republik Österreich auf Grund der Bestimmungen des in Absatz 1 der Einleitung genannten Abkommens aufheben oder einschränken.

3. Der englische und der deutsche Text dieses Abkommens sind in gleicher Weise authentisch.

Artikel II

1. Die Vereinigten Staaten von Amerika übertragen mit Rechtswirkung von den im folgenden genannten Zeitpunkten alle ihre Rechte, Titel und Interessen an dinglichen, obligatorischen und dinglich-obligatorischen Vermögenschaften, wie sie in Anhang A zu diesem Abkommen und in jedweder noch anzuschliessenden Ergänzung genannt sind.

2. Das Datum der Rechtswirksamkeit der Übertragungen ist bei jeder Vermögenschaft der Tag, an dem die Vereinigten Staaten von Amerika den physischen Besitz und die Verfügungsgewalt an die Republik Österreich übergeben; diese Übergaben sind so schnell wie möglich durchzuführen.

3. Jede Vermögenschaft wird so übertragen, "wie sie ist" und "wo sie ist", und zwar in dem Zustand an dem Tage der genannten Übergabe des physischen Besitzes und der Verfügungsgewalt, ohne Übernahme einer Gewähr, ohne Garantie und ohne dass die Vereinigten Staaten von Amerika gegenwärtig oder in Zukunft eine Verpflichtung hinsichtlich des Zustandee oder der Verwendbarkeit eingehen.

4. Die Republik Österreich verpflichtet sich, keine der genannten Vermögenschaften ohne vorherige Zustimmung der Vereinigten Staaten von Amerika zur Verwendung ausserhalb Österreichs auszuführen oder die Ausfuhr zuzulassen.

Artikel III

1. Die Republik Österreich verzichtet für sich und im Namen ihrer Behörden und Dienststellen sowie aller Landes-, Gemeinde- und sonstigen örtlichen Behörden und deren Dienststellen wie auch für und im Namen aller österreichischer Staatsbürger hiermit auf sämtliche Ansprüche gegen die Vereinigten Staaten von Amerika, deren Dienststellen, Funktionäre, Beauftragte und solche Personen, die in deren Namen oder Auftrag handeln und befreit und enthebt sie und jeden einzelnen von ihnen von allen derartigen Ansprüchen.

2. Die Republik Österreich übernimmt hiebei und verpflichtet sich zur Regelung sämtlicher Ansprüche aller natürlichen und juristischen Personen ohne Rücksicht auf Nationalität, Staatsbürgerschaft oder Wohnsitz gegen die Vereinigten Staaten von Amerika, deren Dienststellen, Funktionäre, Beauftragte und gegen die für sie oder in ihrem Namen oder Auftrag Handelnden sowie zur Entschädigung und Schadloshaltung jeder der obgenannten Personen für alle derartigen Ansprüche.

3. Die Republik Österreich verpflichtet sich, im Namen der Vereinigten Staaten von Amerika ohne Rücksicht auf Nationalität, Staatsbürgerschaft oder Wohnsitz zu begleichen und zu regeln jegliche Ansprüche aus Verträgen (ausgenommen jene, die in Artikel V dieses Abkommens in anderer Weise geregelt sind) zwischen Einzelpersonen, juristischen Personen oder Körperschaften und den Vereinigten Staaten von Amerika, deren Dienststellen und Funktionären, welche innerhalb der damaligen und jetzigen geographischen Grenzen Österreichs am und nach dem 9. April 1945 bis einschließlich zum Zeitpunkt des Abzuges der letzten Einheit der Streitkräfte der Vereinigten Staaten von Amerika gemäß den Bestimmungen des Artikels 20 des erwähnten Staatsvertrages, abgeschlossen wurden.

4. Die Republik Österreich übernimmt jedoch nicht die Begleichung und Regelung irgend welcher Ansprüche, die von irgendeinem Vertragspartner (ausgenommen die Republik Österreich, ihre Behörden und Dienststellen oder eine Landes-, Gemeinde- oder sonstige örtliche Behörde oder eine Dienststelle derselben) auf Grund eines Vertrages mit den Vereinigten Staaten von Amerika oder deren Dienststellen gestellt werden, soferne dieser erfüllt oder beendet und gemäß Vertragsbestimmungen zwischen dem Vertragspartner und den Vereinigten Staaten von Amerika geregelt ist. Auf Ersuchen der Republik Österreich werden die Vereinigten Staaten von Amerika darüber Aufschluss geben, ob ein geltend gemachter Anspruch unter die Bestimmungen dieses Punktes fällt.

Artikel IV

1. Mit Ausnahme der in den Punkten 3 und 4 des Artikels III und in Artikel V umschriebenen Ansprüche beinhaltet und umfasst der in Punkt 1 und 2 des Artikels III verwendete Ausdruck "Ansprüche" sämtliche wie immer geartete Ansprüche, welcher Art und Bezeichnung auch immer, die sich aus Handlungen oder Unterlassungen oder aus mit der Republik Österreich, ihren Behörden und Dienststellen und allen Landes-, Gemeinde- oder lokalen Behörden und deren Dienststellen abgeschlossenen Verträgen ergeben, die am oder nach dem 9. April 1945 bis einschließlich zum Zeitpunkt des Abzuges der letzten Einheit der Streitkräfte der Vereinigten Staaten von Amerika gemäß den Bestimmungen des Artikels 20 des genannten Staatsvertrages innerhalb der damals und jetzt bestehenden geographischen Grenzen Österreichs entstanden sind oder entstehen werden.

2. Die Republik Österreich verpflichtet sich, die Ansprüche, die sie hiermit auf sich nimmt, schnell zu berücksichtigen, zu entscheiden und zu regeln.

Artikel V

1. Entsprechend dem Prinzip der Vereinigten Staaten von Amerika, während der Anwesenheit der Streitkräfte der Vereinigten Staaten von Amerika in Österreich Vorsorge für Anspruchswerber zu treffen, wird vereinbart, dass unter den nachstehenden Bedingungen Ausnahmen von den Bestimmungen der obigen Artikel III und IV gemacht werden.

2. Die Vereinigten Staaten von Amerika werden weiterhin selbst zahlen und bereinigen:

- a) die den Angestellten der Vereinigten Staaten von Amerika, deren Dienststellen und Funktionären zustehenden Löhne und Gehälter, einschließlich der gemäß den Bestimmungen der USPA und der USCOA gebührenden Zahlungen anlässlich der Beendigung des Dienstverhältnisses;
- b) Beträge, die an natürliche oder juristische Personen und Körperschaften, ausgenommen Österreichische Bundes-, Landes-, Gemeinde- oder sonstige örtliche Behörden oder Dienststellen derselben geschuldet werden für

(1) Ankauf von Lebensmitteln und anderen Waren, Gegenständen und Artikeln, die zum Gebrauch oder Verbrauch durch die Vereinigten Staaten von Amerika, deren Dienststellen oder Personal bestimmt sind.

(2) Notstandsdienstleistungen oder Reparaturen.

(3) Transportleistungen.

3. Die Vereinigten Staaten von Amerika werden unter den nachstehenden Bedingungen bis zu den im folgenden genannten Zeitpunkten weiterhin bezahlt:

a) Beträge, die bis einschließlich 31.August 1955, jedoch nicht später, geschuldet werden für: Mieten, Versorgungsbetriebe und Dienstleistungen, einschließlich des "Lease-Personals" und der Zahlungen anlässlich der Beendigung des Dienstverhältnisses desselben (sofern das Dienstverhältnis beendet wird) gemäß den Bestimmungen der USPA und des anwendbaren "Lease-Vertrages", nicht jedoch für Wiederinstandsetzungen und Reparaturen bei Miete, Pacht und Requisition von dinglichen, obligatorischen oder dinglich-obligatorischen Vermögenschaften; für von den Österreichischen Bundesbahnen besorgte Transportleistungen, sowie für Dienstleistungen auf dem Gebiet des Nachrichtenwesens seitens der Österreichischen Post- und Telegraphenverwaltung; jedoch unter der Bedingung,

(1) dass die bis 31.August 1955 geschuldeten Beträge ordnungsgemäß und richtig berechnet werden und dass die diesbezüglichen Rechnungen und Erklärungen bis spätestens einschließlich 30.September 1955 dem Funktionär der Vereinigten Staaten von Amerika, der für die Bestätigung derselben zum Zwecke der Begleichung zuständig ist, vorgelegt werden. Alle derartigen Beträge, über die nicht ordnungsgemäß und richtig bis einschließlich 30.September 1955 Rechnung gelegt wird, werden von den Vereinigten Staaten von Amerika nicht gezahlt werden und gehören mit und nach dem 1.Oktober 1955 zu den Verbindlichkeiten der Republik Österreich gemäß den Bestimmungen der obigen Artikel III und IV.

(2) Hinsichtlich des "Lease-Personals" wird ferner vereinbart, dass, falls die Streitkräfte der Vereinigten Staaten von Amerika im Österreich "Lease-Personal" nach dem 31.August 1955 weiterhin beschäftigen, die USPA der Republik Österreich die Entlohnung dieses "Lease-Personals" in der über den 31.August 1955 hinausgehenden Zeit, einschliesslich der Zahlung anlässlich der Beendigung des Dienstverhältnisses gemäß den Bestimmungen der USPA und den Bestimmungen des anwendbaren "Lease-Vertrages", vergütet werden.

4. Die Vereinigten Staaten von Amerika werden weiterhin die Bezahlung und Regelung von Verträgen über die Errichtung, Einrichtung und die Reparatur von Bauwerken gemäß den Bestimmungen der Verträge durchführen.

5. Unbeschadet anderer Bestimmungen dieses Abkommens wird die Botschaft der Vereinigten Staaten von Amerika für die von ihr am und nach dem 1.September 1955 in Anspruch genommenen Dienstleistungen, Lieferungen und sonstigen Leistungen, Zahlungen leisten.

Artikel VI

1. Es besteht Einverständnis darüber, dass mit dem Datum des Inkrafttretens des genannten Staatsvertrages die bis dahin bestehende Verpflichtung der Vereinigten Staaten von Amerika Zahlungen für ihre Verpflichtungen aus der Besetzung in amerikanischen Dollars zu leisten, erlischt und dass nach diesem Zeitpunkt die Vereinigten Staaten von Amerika Zahlungen in österreichischen Schillingen von jedem Schillingkonto, das sich im Besitz der Regierung der Vereinigten Staaten von Amerika befindet, durchführen können.

Zu Urkund dessen haben die unterfertigten, ordnungsgemäß bevollmächtigten Vertreter ihrer Regierungen dieses Abkommen in der Stadt Wien in Österreich, heute, am 26. September 1955 unterzeichnet.

Für die Vereinigten Staaten
von Amerika:

H H ARNOLD

Für die Republik Österreich:

JULIUS RAAB

SCHÄRF

Anhang "A"

Es folgt eine Liste von Sachwerten, welche der Republik Österreich laut Artikel II, Paragraph 1, übertragen werden:

1. Detaillierte Listen der Gebäude und Einrichtungen am jeder der folgenden Stellen sind in Broschüren enthalten.

Anlagen

Camp Roeder
 Camp Truscott
 Camp Klessheim
 Camp Riedenburg
 kleinere Einrichtungen (Gebiet Salzburg)
 Camp St.Johann
 Camp Saalfelden
 Camp Rum
 Camp McCauley
 kleinere Einrichtungen (Gebiet Linz-Wels)

Anmerkung: Die folgenden Pionier-Fertighäuser sind in den Broschüren enthalten.

<u>Nr.</u>	<u>Einheiten</u>	<u>Baujahr</u>	<u>Ort</u>	<u>Masse</u>	<u>Art</u>	<u>Provenienz</u>
1	10	1951	Reichenau	35X100	Metall	Europa
2	1	1953	Rum	48X20	Metall	Europa
3	1	1952	Rum	48X20	Metall	Europa
4	1	1952	Rum	48X20	Metall	U.S.A.
5	1	1953	Rum	48X20	Metall	Europa
6	1	1951	Rum	35X100	Metall	Europa
7	1	1950	Rum	20X92	Metall	U.S.A.
8	2	1952	Rum	48X20	Metall	Europa
9	1	1954	Rum	20X16	Metall	U.S.A.
10	1	1952	Rum	48X20	Metall	Europa
11	1	1952	Rum	36X25	Metall	U.S.A.
12	1	1952	Rum	36X25	Metall	U.S.A.
13	1	1952	Rum	36X25	Metall	U.S.A.
14	1	1952	Rum	36X25	Metall	U.S.A.
15	1	1948	Wien	20X24	Metall	U.S.A.
16	1	1953	Wien	20X80	Metall	U.S.A.
17	1	1947	Wien	38X20	Metall	U.S.A.
18	1	1947	Wien	33X57	Holz	Europa
19	1	1953	Wien	52119	Holz	U.S.A.
20	1	1952	Wien	20X48	Metall	U.S.A.
21	1	1952	Wien	20X16	Metall	U.S.A.
22	1	1954	Wien	24X20	Metall	U.S.A.
23	1	1948	Wien	20X48	Metall	U.S.A.

Fortsetzung

<u>Nr.</u>	<u>Einheiten</u>	<u>Baujahr</u>	<u>Ort</u>	<u>Masse</u>	<u>Art</u>	<u>Provenienz</u>
24	1	1950	Wien	53X16	Holz	Europa
25	1	1950	Wien	16X24	Metall	U.S.A.
26	1	1950	Wien	19X15	Metall	U.S.A.
27	1	1950	Wien	20X20	Metall	U.S.A.
28	1	1952	Wien	30X16	Holz	U.S.A.
29	1	1946	Wien	15X18	Holz	Europa
30	3	1954	Roeder	30XL00	Stahl	Europa
31	1	1952	Roeder	20X48	Stahl	U.S.A.
32	1	1953	Roeder	20X60	Holz	U.S.A.
33	1	1951	Roeder	20XL00	Holz	Europa
34	1	1950	Truscott	20X48	Stahl	U.S.A.
35	1	1950	AG.Geb.	40X100	Stahl	U.S.A.
36	1	1950	Keyesstr.	40XL00	Stahl	U.S.A.
37	1	1950	Klassh.	20X160	Stahl	U.S.A.
38	1	1947	McCauley	20X48	Stahl	U.S.A.
39	2	1953	McCauley	20X98	Stahl	U.S.A.
40	1	1953	McCauley	28X53	Holz u. Stahl	U.S.A. und Europa
41	1	1953	McCauley	20X36	Stahl	U.S.A.
42	1	1947	McCauley	20X64	Stahl	U.S.A.
43	1	1947	McCauley	36X87	Holz	Europa
44	1	1950	McCauley	20X20	Stahl	U.S.A.
45	3	1949	Wels	27X87	Holz	Europa
46	1	1947	Wels	27X61	Holz	Europa
47	1	1947	Wels	22X51	Holz	Europa
48	1	1947	Wels	20X100	Holz	U.S.A.
49	1	1949	Wels	26X234	Holz	Europa
50	1	1950	St.Johann	15X38	Holz	Europa
51	2	1952	St.Johann	20X48	Stahl	U.S.A.
52	1	1954	St.Johann	20X36	Stahl	U.S.A.
53	2	1952	Lofer	10X48	Stahl	U.S.A.
54	2	1950	Lofer	20X48	Stahl	U.S.A.
55	1	1953	Lofer	20X80	Stahl	U.S.A.
56	1	1954	Lofer	20X68	Stahl	U.S.A.
57	1	1954	Lofer	20X56	Stahl	U.S.A.
58	1	1953	Roeder	65X240	Stahl	Europa

2. Die folgenden Gegenstände, welche sich an verschiedenen Stellen in Österreich befinden, sind nicht in den Broschüren enthalten.

INSTALLIERTES SIGNAL CORPS EIGENTUM

<u>Nr.</u>	<u>Beschreibung</u>	<u>Einheiten</u>	<u>Ort</u>
1.	Telefonkabel, 150paarig L.C. (Luft) 1000 m	1	Camp Mc Cauley
2.	Telefonkabel, 100paarig, bewehrt L.C., Untergrund, 600 m	1	Camp McCauley
3.	Telefonkabel, 420paarig, 0.8mm, bewehrt	5.000	Camp Roeder
4.	Telefonkabel, 0.6mm, bewehrt, verschiedene Größen	31.800	Camp Roeder
5.	Telefonstangen, Holz, 45 Fuss	21	Camp Roeder
6.	Kabelköpfe, Telefon (Klemmen- streifen), verschiedene Größen	166	Camp Roeder

INSTALLIERTES SPECIAL SERVICE EIGENTUM

<u>Nr.</u>	<u>Beschreibung</u>	<u>Einheiten</u>	<u>Ort</u>
1.	Theatersessel, Sitz und Rücken Sperrholz	121	Riedenburg
2.	Theatersessel, Sitz und Rücken Sperrholz	294	St.Johann
3.	Theatersessel, Sitz gepolstert, Sperrholzrücken	132	St.Johann

INSTALLIERTES ORDNANCE EIGENTUM

<u>Nr.</u>	<u>Beschreibung</u>	<u>Einheiten</u>	<u>Ort</u>
1.	Kompressor, 3 CMM, 220 V	1	Camp McCauley
2.	Schmiede, Doppelfeuertonne elektr. Gebäude, 75 Zoll lang, 40 Zoll breit	1	Camp McCauley
3.	Schleifmaschine, 220 V, Radmasse 8X12 Zoll	1	Camp McCauley
4.	Schleifmaschine, 220 V, ein Rad 8X2	2	Camp McCauley
5.	Drehbank, Motor, 220 V, "swing": 7 Zoll, Bett: 7 Fuss	4	Camp McCauley
6.	Drehbank, Motor, 220 V, "swing": 6 Zoll, Bett: 7 Fuss	1	Camp McCauley
7.	Fräsmaschine, Allzweck, 220 V	1	Camp McCauley
8.	hydraulische Presse, Leistung 30 Tonnen, mit Gestell	1	Camp McCauley
9.	hydraulische Presse, Leistung 60 Tonnen, mit Gestell	1	Camp McCauley
10.	Bohrpresse, Banktypus, Leistung 3/8 Zoll, "swing": 4 Zoll	1	Camp McCauley

INSTALLIERTES ORDNANCE EIGENTUM

<u>Nr.</u>	<u>Beschreibung</u>	<u>Kinheiten</u>	<u>Ort</u>
11.	Bohrpresse, Banktypus, Leistung 3/8 Zoll, "swing": 5 Zoll	1	Camp McCauley
12.	Bohrpresse, Bodentypus, Leistung 1-7/2 Zoll, "swing": 20 Zoll	1	Camp McCauley
13.	Maschinensäge, 220 V, Blatt 10 Zoll	1	Camp McCauley
14.	Schere, Handbetrieb, Blatt 1/8x8 Zoll	1	Camp McCauley
15.	Schere, Handbetrieb, Blatt 3/16x10 Zoll	1	Camp McCauley
1.	Bisgemaschine, Allzweck	1	Salzburg Ord.Center
2.	Batterieauflader	1	Salzburg Ord.Center
3.	Werkzeugschleif- und Schneidemaschine, Boden-p.d.-typus, Scheibengröße 13x2 Zoll	1	Salzburg Ord.Center
4.	Werkzeugschleif- und Schneidemaschine, Drehtisch und Spindelstock, 5 Zoll Kappe	1	Salzburg Ord.Center
5.	Werkzeugschleif- und Schneidemaschine, Boden- typus, Scheibengröße 12x1-1/2 Zoll	1	Salzburg Ord.Center
6.	Planschleifmaschine	1	Salzburg Ord.Center
7.	Schleifbank, 220 V, Scheibengröße 6x2 Zoll	1	Salzburg Ord.Center
8.	Schleifmaschine, Bodentypus, Sockel, Scheibengröße 12x1-1/2 Zoll	1	Salzburg Ord.Center
9.	Schleifbank, 220 V, Scheibengröße 8x2 Zoll	1	Salzburg Ord.Center
10.	Schleifbank, 220 V, Scheibengröße 8x2 Zoll	1	Salzburg Ord.Center
11.	Schleifmaschine, Planschleifblatt	1	Salzburg Ord.Center
12.	Drehbank, Motor, 20-25 PS, 20 Zoll "swing" zwischen den Zentren	1	Salzburg Ord.Center
13.	Drehbank, Motor, "swing": 18 Zoll, Bett: 6-1/2 Fuß, Sockeltypus	1	Salzburg Ord.Center
14.	Drehbank, Motor, "swing": 16 Zoll, Bett: 6-1/2 Fuß, Sockeltypus	1	Salzburg Ord.Center
15.	Drehbank, Motor, "swing": 16 Zoll, Bett: 8 Fuß, Sockeltypus	1	Salzburg Ord.Center
16.	Drehbank, Motor, "swing": 16 Zoll, Bett: 5 Fuß, Sockeltypus	1	Salzburg Ord.Center
17.	Revolverdrehbank, "swing": 10 Zoll, Bett: 3-7/4 Fuß (Superprogress)	1	Salzburg Ord.Center
18.	Drehbank, Motor, Banktypus, "swing": 10 Zoll Bett: 4-7/2 Fuß	1	Salzburg Ord.Center
19.	Drehbank, Motor	1	Salzburg Ord.Center
20.	Drehbank, Motor	1	Salzburg Ord.Center
21.	Drehbank, Motor	1	Salzburg Ord.Center

INSTALLIERTES ORDNANCE EIGENTUM

<u>Nr.</u>	<u>Beschreibung</u>	<u>Einheiten</u>	<u>Ort</u>
22.	Holzdrehbank (Schmalz)	1	Salzburg, Ord.Center
23.	Biege- und Schermaschine, "swing": 78 Zoll, Kappe 3/32 Zoll	1	Salzburg, Ord.Center
24.	Biegemaschine, "swing": 78 Zoll, Kappe: 5/64 Zoll	1	Salzburg, Ord.Center
25.	Fräsmaschine, horizontal, Kniestypus, Kraftvorschub	1	Salzburg, Ord.Center
26.	Fräsmaschine, Vertikaltypus, Kraftvorschub	1	Salzburg, Ord.Center
27.	Fräsmaschine, horizontal, Kniestypus, Kraftvorschub	1	Salzburg, Ord.Center
28.	Graviermaschine mit Zubehör	1	Salzburg, Ord.Center
29.	Spundmaschine	1	Salzburg, Ord.Center
30.	Universalfräsmaschine	1	Salzburg, Ord.Center
31.	Universalfräsmaschine	1	Salzburg, Ord.Center
32.	Abschleifmaschine	1	Salzburg, Ord.Center
33.	Fräsmaschine, Kette, holzbearbeitend (Aldinger)	1	Salzburg, Ord.Center
34.	Holzfräsmaschine	1	Salzburg, Ord.Center
35.	Nähmaschine	1	Salzburg, Ord.Center
36.	Bohr presse, Bodentypus, Kraftvorschub, Kappe 1-7/2 Zoll, "swing": 2o Zoll	1	Salzburg, Ord.Center
37.	Bohr presse, Bodentypus, Kraftvorschub, Kappe 1-7/2 Zoll, "swing": 2o Zoll	1	Salzburg, Ord.Center
38.	Bohr presse, Bodentypus, Kappe 1-7/2 Zoll "swing": 2o Zoll	1	Salzburg, Ord.Center
39.	Bohr presse, Bodentypus, 1-3/8 Zoll, Kappe "swing": 2o Zoll	1	Salzburg, Ord.Center
40.	Bohr presse, Banktypus, Kappe 9/16 Zoll, "swing": 6 Zoll	2	Salzburg, Ord.Center
41.	Richtplatte, 39x291/2 Zoll	1	Salzburg, Ord.Center
42.	Hand presse	1	Salzburg, Ord.Center
43.	Bohr presse, Banktypus, Kappe 3/4 Zoll	1	Salzburg, Ord.Center
44.	Bohr presse, (Petravic)	1	Salzburg, Ord.Center
45.	Universalhobelmaschine, holzbearbeitend (Kirchner)	1	Salzburg, Ord.Center
46.	Hobelmaschine, holzbearbeitend (Aldinger)	1	Salzburg, Ord.Center
47.	Hacksäge, Trockenschnitt, 22o V, Leistung: 6x6 Zoll	1	Salzburg, Ord.Center
48.	Hacksäge, Trockenschnitt, 22o V, 6x6 Zoll, Kraftantrieb	1	Salzburg, Ord.Center
49.	Metallfeilmaschine, horizontal, Kappe 21 Zoll, 22o V, 3 Phasen	1	Salzburg, Ord.Center
50.	Feilmaschine, senkrechter "die", Kappe 5 Zoll, 22o V, 3 Phasen	1	Salzburg, Ord.Center

INSTALLIERTES ORDNANCE EIGENTUM

<u>Nr.</u>	<u>Beschreibung</u>	<u>Einheiten</u>	<u>Ort</u>
51.	Horizontalmetallfeilmaschine, Kappe 16 Zoll, 5 PS, 220 V	2	Salzburg, Ord.Center
52.	Blechschere	1	Salzburg, Ord.Center
53.	Hebelechere	1	Salzburg, Ord.Center
54.	Blechschere	1	Salzburg, Ord.Center
55.	Blechschere	1	Salzburg, Ord.Center
1.	Schleifmaschine, Kreissägeblatt (Völlmer)	1	Camp Klessheim
2.	Bohrpresse, Banktypus	1	Camp Klessheim
3.	Bandäge (frommer)	1	Camp Klessheim
4.	Kreissäge und Bohrmaschine (Panhand)	1	Camp Klessheim
1.	elektrische Schleifmaschine, Sockel- typus, Scheibengröße 20x2 Zoll	1	Reichenau Feld

IN TULLN INSTALLIERTES AIR FORCE EIGENTUM IN TULLN.ÖSTERREICH

<u>Menge</u>	<u>Gegenstand</u>
2	Ölpumpen
1	Luftkompressor
2	Benzinpumpen
1	Transformator, 50 KVA
1	Klimaanlage
1	Kessel mit Wasserpumpe
75	Startbahnlichter.

MULTILATERAL

International Labor Organization: Amendment of the
Constitution, 1953

*Instrument of Amendment adopted at Geneva, June 25, 1953, by the
General Conference of the International Labor Organization.
Entered into force May 20, 1954.*

International Labour Conference Conférence internationale du Travail

INSTRUMENT FOR THE AMENDMENT OF THE CONSTITUTION
OF THE INTERNATIONAL LABOUR ORGANISATION, ADOPTED
BY THE CONFERENCE AT ITS THIRTY-SIXTH SESSION,
GENEVA, 25 JUNE 1953

INSTRUMENT POUR L'AMENDEMENT DE LA CONSTITUTION
DE L'ORGANISATION INTERNATIONALE DU TRAVAIL,
ADOPTÉ PAR LA CONFÉRENCE A SA TRENTÉ-SIXIÈME SESSION,
GENÈVE, 25 JUIN 1953

AUTHENTIC TEXT
TEXTE AUTHENTIQUE

**INSTRUMENT FOR THE AMENDMENT
OF THE CONSTITUTION OF THE INTERNATIONAL
LABOUR ORGANISATION**

The General Conference of the International Labour Organisation,

Having been convened at Geneva by the Governing Body of the International Labour Office, and having met in its Thirty-sixth Session on 4 June 1953; and

Having decided to substitute, in the provisions of the Constitution of the Organisation relating to membership of the Governing Body, the numbers "forty", "twenty", "sixteen" and "ten" for the numbers "thirty-two", "sixteen", "twelve" and "eight", a question which is the eighth item on the agenda of the session,

adopts this twenty-fifth day of June of the year one thousand nine hundred and fifty-three the following Instrument for the amendment of the Constitution of the International Labour Organisation, which may be cited as the Constitution of the International Labour Organisation Instrument of Amendment, 1953.

TIAS 1868.
62 Stat., pt. 3, p.
3490.

Article 1

In the text of the Constitution of the International Labour Organisation as at present in force the numbers "forty", "twenty", "sixteen" and "ten" respectively shall be substituted for the numbers "thirty-two", "sixteen", "twelve" and "eight" contained in paragraphs 1, 2 and 8 of Article 7 and in Article 36.

Article 2

In the text of the Constitution of the International Labour Organisation as at present in force the last sentence of paragraph 2 of Article 7 shall be deleted.

Article 3

As from the date of the coming into force of this Instrument of Amendment, the Constitution of the International Labour Organisation shall have effect as amended in accordance with the preceding articles.

Article 4

On the coming into force of this Instrument of Amendment the Director-General of the International Labour Office shall cause an official text of the Constitution of the International Labour Organisation as modified by the provisions of this Instrument of Amendment to be prepared in two original copies, duly authenticated by his signature. One of these copies shall be deposited in the archives of the International Labour Office and the other shall be communicated to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. The Director-General shall communicate a certified copy of the text to each of the Members of the International Labour Organisation.

TS 993.
59 Stat. 1052.

Article 5

Two copies of this Instrument of Amendment shall be authenticated by the signatures of the President of the Conference and of the Director-General of the International Labour Office. One of these copies shall be deposited in the archives of the International Labour Office and the other shall be communicated to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. The Director-General shall communicate a certified copy of the Instrument to each of the Members of the International Labour Organisation.

**INSTRUMENT POUR L'AMENDEMENT
DE LA CONSTITUTION DE L'ORGANISATION INTERNATIONALE
DU TRAVAIL**

La Conférence générale de l'Organisation internationale du Travail,
Convoquée à Genève par le Conseil d'administration du Bureau international du Travail, et s'y étant réunie le 4 juin 1953, en sa trente-sixième session,

Après avoir décidé de remplacer, dans les dispositions de la Constitution de l'Organisation relative à la composition du Conseil d'administration, les nombres « trente-deux », « seize », « douze » et « huit » par les nombres « quarante », « vingt », « seize » et « dix », question qui constitue le huitième point à l'ordre du jour de la session,

adopte, ce vingt-cinquième jour de juin mil neuf cent cinquante-trois, l'instrument ci-après pour l'amendement de la Constitution de l'Organisation internationale du Travail, instrument qui sera dénommé Instrument d'amendement à la Constitution de l'Organisation internationale du Travail, 1953 :

Article 1

Dans le texte de la Constitution de l'Organisation internationale du Travail, telle qu'elle est actuellement en vigueur, les nombres « trente-deux », « seize », « douze » et « huit » figurant aux paragraphes 1, 2 et 8 de l'article 7 ainsi qu'à l'article 36 sont remplacés respectivement par les nombres « quarante », « vingt », « seize » et « dix ».

Article 2

Dans le texte de la Constitution de l'Organisation internationale du Travail, telle qu'elle est actuellement en vigueur, la dernière phrase du paragraphe 2 de l'article 7 est supprimée.

Article 3

A partir de la date de l'entrée en vigueur du présent instrument d'amendement, la Constitution de l'Organisation internationale du Travail aura effet dans la forme amendée conformément aux articles précédents.

Article 4

Dès l'entrée en vigueur du présent instrument d'amendement, le Directeur général du Bureau international du Travail fera établir un texte officiel de la Constitution de l'Organisation internationale du Travail, telle qu'elle a été modifiée par les dispositions de cet instrument d'amendement, en deux exemplaires originaux dûment signés par lui, dont l'un sera déposé aux archives du Bureau international du Travail, et l'autre entre les mains du Secrétaire général des Nations Unies aux fins d'enregistrement, conformément aux termes de l'article 102 de la Charte des Nations Unies. Le Directeur général communiquera une copie certifiée conforme de ce texte à chacun des Membres de l'Organisation internationale du Travail.

Article 5

Deux exemplaires authentiques du présent instrument d'amendement seront signés par le Président de la Conférence et par le Directeur général du Bureau international du Travail. L'un de ces exemplaires sera déposé aux archives du Bureau international du Travail, et l'autre entre les mains du Secrétaire général des Nations Unies aux fins d'enregistrement conformément aux termes de l'article 102 de la Charte des Nations Unies. Le Directeur général communiquera une copie certifiée conforme de cet instrument à chacun des Membres de l'Organisation internationale du Travail.

Article 6

1. The formal ratifications or acceptances of this Instrument of Amendment shall be communicated to the Director-General of the International Labour Office, who shall notify the Members of the Organisation of the receipt thereof.

2. This Instrument of Amendment will come into force in accordance with the provisions of Article 36 of the Constitution of the Organisation.^[1]

3. On the coming into force of this Instrument, the Director-General of the International Labour Office shall so notify all the Members of the International Labour Organisation and the Secretary-General of the United Nations.^[1]

The foregoing is the authentic text of the Instrument for the amendment of the Constitution of the International Labour Organisation duly adopted by the General Conference of the International Labour Organisation during its Thirty-sixth Session which was held at Geneva and declared closed the twenty-fifth day of June 1953.

The English and French versions of the text of this Instrument of Amendment are equally authoritative.

IN FAITH WHEREOF we have appended our signatures this twenty-sixth day of June 1953.^[2]

Explanatory Note

The present text of paragraphs 1, 2 and 8 of Article 7 and of Article 36 of the Constitution and the text as proposed to be amended by the above Instrument are set forth in parallel columns in the attached note for purposes of information.

PRESENT TEXT*Article 7*

1. The Governing Body shall consist of thirty-two persons:
 Sixteen representing Governments,
 Eight representing the Employers, and
 Eight representing the Workers.

PROPOSED AMENDED TEXT*Article 7*

1. The Governing Body shall consist of forty persons:
 Twenty representing Governments,
 Ten representing the Employers, and
 Ten representing the Workers.

¹ By letter, dated May 25, 1954, the Director-General of the International Labour Office at Geneva notified the Secretary of Labor, Department of Labor, at Washington, as follows: ". . . the requisite number of ratifications and acceptances having been communicated to me, the Instrument for the Amendment of the Constitution of the International Labour Organisation, 1953, came into force on 20 May 1954."

² The signatures follow the French text; *post*, p. 249.

Article 6

1. Les ratifications ou acceptations formelles du présent instrument d'amendement seront communiquées au Directeur général du Bureau international du Travail, qui en informera les Membres de l'Organisation.

2. Le présent instrument d'amendement entrera en vigueur dans les conditions prévues à l'article 36 de la Constitution de l'Organisation internationale du Travail.

3. Dès l'entrée en vigueur du présent instrument d'amendement, le Directeur général du Bureau international du Travail notifiera ce fait à tous les Membres de l'Organisation internationale du Travail et au Secrétaire général des Nations Unies.

Le texte qui précède est le texte authentique de l'instrument pour l'amendement de la Constitution de l'Organisation internationale du Travail, dûment adopté par la Conférence générale de l'Organisation internationale du Travail dans sa trente-sixième session qui s'est tenue à Genève et qui a été déclarée close le 25 juin 1953.

Les versions française et anglaise du texte du présent instrument d'amendement font également foi.

EN FOI DE QUOI ont apposé leurs signatures, ce vingt-sixième jour de juin 1953 :

*The President of the Conference,
Le Président de la Conférence,*

IRVING M. IVES.

*The Director-General of the International Labour Office,
Le Directeur général du Bureau international du Travail,*

DAVID A. MORSE.

Note explicative

Le texte actuel des paragraphes 1, 2 et 8 de l'article 7 et de l'article 36 de la Constitution, ainsi que le texte de ces mêmes dispositions telles qu'il est proposé de les modifier au moyen de l'instrument ci-dessus, sont reproduits ci-après, pour information, en colonnes parallèles.

TEXTE ACTUEL*Article 7*

1. Le Conseil d'administration sera composé de trente-deux personnes :

Selze représentant les gouvernements,
Huit représentant les employeurs, et
Huit représentant les travailleurs.

PROJET DE TEXTE AMENDÉ*Article 7*

1. Le Conseil d'administration sera composé de quarante personnes :

Vingt représentant les gouvernements,
Dix représentant les employeurs, et
Dix représentant les travailleurs.

2. Of the sixteen persons representing Governments, eight shall be appointed by the Members of chief industrial importance, and eight shall be appointed by the Members selected for that purpose by the Government delegates to the Conference, excluding the delegates of the eight Members mentioned above. Of the sixteen Members represented, six shall be non-European States.

8. The Governing Body shall regulate its own procedure and shall fix its own times of meeting. A special meeting shall be held if a written request to that effect is made by at least twelve of the representatives on the Governing Body.

Article 36

Amendments to this Constitution which are adopted by the Conference by a majority of two-thirds of the votes cast by the delegates present shall take effect when ratified or accepted by two-thirds of the Members of the Organisation including five of the eight Members which are represented on the Governing Body as Members of chief industrial importance in accordance with the provisions of paragraph 3 of Article 7 of this Constitution.

2. Of the *twenty* persons representing Governments, *ten* shall be appointed by the Members of chief industrial importance, and *ten* shall be appointed by the Members selected for that purpose by the Government delegates to the Conference, excluding the delegates of the *ten* Members mentioned above.

8. The Governing Body shall regulate its own procedure and shall fix its own times of meeting. A special meeting shall be held if a written request to that effect is made by at least *sixteen* of the representatives on the Governing Body.

Article 36

Amendments to this Constitution which are adopted by the Conference by a majority of two-thirds of the votes cast by the delegates present shall take effect when ratified or accepted by two-thirds of the Members of the Organisation including five of the *ten* Members which are represented on the Governing Body as Members of chief industrial importance in accordance with the provisions of paragraph 3 of Article 7 of this Constitution.

2. Sur les seize personnes représentant les gouvernements, huit seront nommées par les Membres dont l'importance industrielle est la plus considérable et huit seront nommées par les Membres désignés à cet effet, par les délégués gouvernementaux à la Conférence, exclusion faite des délégués des huit Membres susmentionnés. Sur les seize Membres représentés, six devront être des Etats Membres extra-européens.

8. Le Conseil d'administration établira son règlement et se réunira aux époques qu'il fixera lui-même. Une session spéciale devra être tenue chaque fois que douze personnes faisant partie du Conseil auront formulé une demande écrite à cet effet.

Article 36

Les amendements à la présente Constitution adoptés par la Conférence à la majorité des deux tiers des suffrages émis par les délégués présents entreront en vigueur lorsqu'ils auront été ratifiés ou acceptés par les deux tiers des Membres de l'Organisation comprenant cinq des huit Membres représentés au Conseil d'administration en qualité de Membres ayant l'importance industrielle la plus considérable, conformément aux dispositions du paragraphe 3 de l'article 7 de la présente Constitution.

2. Sur les *vingt* personnes représentant les gouvernements, *dix* seront nommées par les Membres dont l'importance industrielle est la plus considérable et *dix* seront nommées par les Membres désignés à cet effet par les délégués gouvernementaux à la Conférence, exclusion faite des délégués des *dix* Membres susmentionnés.

8. Le Conseil d'administration établira son règlement et se réunira aux époques qu'il fixera lui-même. Une session spéciale devra être tenue chaque fois que *seize* personnes faisant partie du Conseil auront formulé une demande écrite à cet effet.

Article 36

Les amendements à la présente Constitution adoptés par la Conférence à la majorité des deux tiers des suffrages émis par les délégués présents entreront en vigueur lorsqu'ils auront été ratifiés ou acceptés par les deux tiers des Membres de l'Organisation comprenant cinq des *dix* Membres représentés au Conseil d'administration en qualité de Membres ayant l'importance industrielle la plus considérable, conformément aux dispositions du paragraphe 3 de l'article 7 de la présente Constitution.

The text of the Instrument of Amendment as here presented is a true copy of the text authenticated by the signatures of the President of the International Labour Conference and of the Director-General of the International Labour Office.

Le texte de l'Instrument d'amendement présenté ici est une copie exacte du texte authentiqué par les signatures du Président de la Conférence internationale du Travail et du Directeur général du Bureau international du Travail.

Certified true and complete copy,
Copie certifiée conforme et complète,

*for the Director-General of the International Labour Office :
pour le Directeur général du Bureau international du Travail :*

Harding F. Bancroft
HARDING F. BANCROFT,

*Legal Adviser
of the International Labour Office.
Conseiller juridique
du Bureau international du Travail.*

DENMARK

United States Educational Foundation in Denmark

Agreement modifying the agreement of August 23, 1951.

Effectuated by exchange of notes

Signed at Copenhagen February 17, 1956;

Entered into force February 17, 1956.

*The American Ambassador to the Danish Prime Minister and
Minister for Foreign Affairs*

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Copenhagen, Denmark

February 17, 1956

No. 271

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Denmark, signed at Copenhagen August 23, 1951, to promote mutual understanding between the people of the two countries by a wider exchange of knowledge and professional talents through educational contacts.

The program provided for in the Agreement will be discontinued after the academic year of 1956 unless provision is made for financing the program beyond that date. Considering that Section II [1] of Public Law 400, 82d Congress, amending Section 32 (b) (2) of the Surplus Property Act of 1944, as amended, provides that foreign currencies, or credits for currencies, held or available for expenditure by the United States may be used for international educational exchange activities, it is the desire of the Government of the United States of America to use a portion of the Danish kroner held by the United States Department of the Treasury for the purpose of the Agreement of August 23, 1951.

I have the honor to refer to recent conversations between representatives of our two governments on the same subject and to confirm the understanding reached that the Agreement of

TIAS 2324.
2 UST 1892.

66 Stat. 151; 58 Stat.
782.
50 U.S.C. app. § 1841.

¹ Should read "Section 11."

August 23, 1951, shall be modified as follows to accomplish this objective.

1. Add a further paragraph to the preamble as follows:

"Considering that the remaining funds to be made available under the present agreement will not provide for the continuation of the program beyond 1956, and that the Government of the United States of America and the Government of Denmark desire to continue the program with such funds in the currency of Denmark as may become available for expenditure by the United States for such purposes."

2. The first paragraph of Article 1 is modified to read as follows:

"There shall be established a foundation to be known as the United States Educational Foundation in Denmark (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Denmark as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America from currency of Denmark held or available for expenditure by the United States for such purpose."

3. Article 8 is amended by the insertion of new paragraphs, following the second paragraph, as follows:

"In addition to the funds provided for in the first paragraph of this article, the Secretary of State of the United States of America will make available currency of Denmark held or available for expenditure by the Government of the United States for educational exchange activities up to an aggregate amount equivalent to \$900,000 for the purpose of this agreement; provided, however, that in no event shall a total of the currency of Denmark in excess of the equivalent of \$180,000 (United States currency) be deposited to the credit of the Foundation during any single calendar year. With respect to the additional funds provided for in this paragraph the rate of exchange between such currency of the Government of Denmark and United States currency to be used in computing the amount of currency of Denmark to be so deposited will be determined by mutual agreement at the time such currency is to be deposited.

"The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasurer of the United

States for currency of Denmark held or available for expenditure by the United States."

Upon receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two governments on this subject, the agreement to enter into force on the date of your note in reply.

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

ROBERT COE
*Ambassador of the
United States of America*

His Excellency

H. C. HANSEN,
*Prime Minister and
Minister for Foreign Affairs,
Copenhagen*

*The Danish Prime Minister and Minister for Foreign Affairs to the
American Ambassador*

P. J. IV. J. nr. 42.D.62.a.

UDENRIGSMINISTERIET.¹]

COPENHAGEN, February 17, 1956.

MONSIEUR L'AMBASSADEUR,

I have the honour to acknowledge receipt of Your Excellency's Note, dated February 17, 1956, reading as follows:

"I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Denmark, signed at Copenhagen August 23, 1951, to promote mutual understanding between the people of the two countries by a wider exchange of knowledge and professional talents through educational contacts.

The program provided for in the Agreement will be discontinued after the academic year of 1956 unless provision is made for financing the program beyond that date. Considering that Section II of Public Law 400, 82d Congress, amending Section 32 (b) (2) of the Surplus Property Act of 1944, as amended, provides that foreign currencies, or credits for currencies, held or

¹ Ministry for Foreign Affairs.

available for expenditure by the United States may be used for international educational exchange activities, it is the desire of the Government of the United States of America to use a portion of the Danish kroner held by the United States Department of the Treasury for the purpose of the agreement of August 23, 1951.

I have the honor to refer to recent conversations between representatives of our two governments on the same subject and to confirm the understanding reached that the agreement of August 23, 1951, shall be modified as follows to accomplish this objective.

1. Add a further paragraph to the preamble as follows:

"Considering that the remaining funds to be made available under the present agreement will not provide for the continuation of the program beyond 1956, and that the Government of the United States of America and the Government of Denmark desire to continue the program with such funds in the currency of Denmark as may become available for expenditure by the United States for such purposes."

2. The first paragraph of Article 1 is modified to read as follows:

"There shall be established a foundation to be known as the United States Educational Foundation in Denmark (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Denmark as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America from currency of Denmark held or available for expenditure by the United States for such purpose."

3. Article 8 is amended by the insertion of new paragraphs, following the second paragraph, as follows:

"In addition to the funds provided for in the first paragraph of this article, the Secretary of State of the United States of America will make available currency of Denmark held or available for expenditure by the Government of the United States for educational exchange activities up to an aggregate amount equivalent to \$900,000 for the purpose of this agreement; provided, however, that in no event shall a total of the currency of Denmark in excess of the equivalent of \$180,000 (United States currency) be deposited to the credit of the Foundation during any single calendar year. With respect to the addi-

tional funds provided for in this paragraph the rate of exchange between such currency of the Government of Denmark and United States currency to be used in computing the amount of currency of Denmark to be so deposited will be determined by mutual agreement at the time such currency is to be deposited.

The performance of this agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasurer of the United States for currency of Denmark held or available for expenditure by the United States."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two governments on this subject, the agreement to enter into force on the date of your note in reply.

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

In reply, I have the honour to confirm that the Danish Government are in agreement with the contents of the Note quoted above and consider this Exchange of Notes to constitute an agreement concluded between the Government of Denmark and the Government of the United States of America, entering into force as from to-day.

Please accept, Monsieur l'Ambassadeur, the assurance of my highest consideration.

H. C. HANSEN.

His Excellency, Monsieur ROBERT COE,
Ambassador of the United States of America,
Copenhagen.

PERU

Commission for Educational Exchange

*Agreement signed at Lima May 3, 1956;
Entered into force May 3, 1956.*

AGREEMENT BETWEEN THE GOVERNMENT
OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF PERU FOR
FINANCING CERTAIN EDUCATIONAL
EXCHANGES PROGRAMS

ACUERDO ENTRE EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA Y EL
GOBIERNO DEL PERU PARA FINANCIAR
CIERTOS PROGRAMAS DE INTERCAMBIO
EDUCATIVO

.....

.....

The Government of the United
States of America and the Govern-
ment of Peru;

Desiring to promote further
mutual understanding between the
peoples of the United States of
America and Peru by a wider
exchange of knowledge and
professional talents through
educational activities;

Considering that the Secret-
ary of State of the United
States of America may enter into
an Agreement for financing
certain educational exchange
programs from the currency of
Peru held or available for

El Gobierno de los Estados
Unidos de América y el Gobierno
del Perú:

Deseando promover mayor en-
tendimiento mutuo entre los pue-
blos de los Estados Unidos de A-
mérica y del Perú mediante un in-
tercambio más amplio de conoci-
mientos y habilidad profesional
por medio de la actividad docente;

Considerando que el Secreta-
rio de Estado de los Estados Uni-
dos de América puede celebrar un
acuerdo para financiar ciertos
programas de intercambio educati-
vo utilizando los fondos que Es-
tados Unidos tiene en moneda Pe-

expenditure by the United States for such purposes;

Have agreed as follows:

ruana o estén disponibles para gastarlos los Estados Unidos con dicho fin:

Han convenido en lo siguiente:

Article I

There shall be established a Commission to be known as the Commission for Educational Exchange between the United States and Peru (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of Peru as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States from funds held or available for expenditure by the United States for such purpose.

Artículo I

Se establecerá una Comisión que se denominará Comisión para Intercambio Educativo entre los Estados Unidos y el Perú (a la cual en adelante se designará "La Comisión"), que será reconocida por el Gobierno de los Estados Unidos de América y el Gobierno del Perú como organización creada y establecida para facilitar la administración de un programa educativo que será financiado con fondos que se pondrán a disposición de la Comisión por el Gobierno de los Estados Unidos utilizando los fondos que tiene o que se hallan a su disposición para dicho fin.

Except as provided in Article III hereof the Commission shall be exempt from the domestic and local

Con excepción de lo que se dispone en el artículo LIII de este Acuerdo la Comisión

laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds and property which may be acquired with these funds in furtherance of the purposes of this Agreement, shall be regarded in Peru as property of a foreign government.

The funds made available under the present Agreement, with in the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Peru for the purposes, as set forth in Section 1641(b), Title 50, Appendix of the U.S. Code, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in

no estará sujeta a las leyes domésticas y locales de los Estados Unidos de América en lo que se relacionan al uso y desembolso de dinero y créditos para los fines expuestos en el presente Acuerdo. Los fondos y bienes que pudieran adquirirse con estos fondos para el Fomento de los fines de este Acuerdo serán considerados en el Perú como propiedad de un Gobierno extranjero.

Los fondos disponibles de conformidad con el presente Acuerdo, dentro de las condiciones y limitaciones que se exponen a continuación, se usarán por la Comisión o por cualquier otro órgano que acuerden el Gobierno de los Estados Unidos y el Gobierno del Perú tal como se indica en la Sección 1641 (b), Título 50 del Apéndice del U.S. Code, para:

58 Stat. 782.

(1) Financiar estudios, investigaciones, enseñanza y otras actividades educativas de o para ciudadanos de los Estados Unidos de América en Escuelas e Institu-

Peru, or of the citizens of Peru in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance and other expenses incident to scholastic activities; or

(2) furnishing transportation for citizens of Peru who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of an opportunity to attend such schools and institutions.

ciones de enseñanza superior ubicadas en el Perú, o de ciudadanos del Perú en Escuelas o instituciones de estudios superiores norteamericanos ubicadas fuera de los Estados Unidos continentales Hawaii, Alaska (incluyendo las Islas Aleutianas), Puerto Rico y las Islas Vírgenes, inclusive el pago de transporte, pensiones de enseñanza, manutención y otros gastos relacionados con actividades escolares; o

(2) proporcionar transporte a ciudadanos del Perú que hayan obtenido matrícula en escuelas e instituciones de enseñanza superior de los Estados Unidos en los Estados Unidos continentales, Hawaii, Alaska. (incluyendo las Islas Aleutianas), Puerto Rico y las Islas Vírgenes y cuya asistencia no prive a ciudadanos de los Estados Unidos de la oportunidad de asistir a dichas Escuelas e instituciones.

Article II

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

Artículo II

Para apoyar los mencionados fines la Comisión podrá, con sujeción a las disposiciones del presente Acuerdo, ejercitar todos los poderes necesarios para llevar a cabo los fines del presente Acuerdo, incluyendo lo siguiente:

- (1) Plan, adopt and carry out programs in accordance with the purposes of Section 1641 (b), Title 50, Appendix of the U.S. Code, and the purposes of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships, provided for in Public Law 584, 79th Congress, students, professors, research scholars, teachers, residents in Peru, and institutions of Peru qualified to participate in the program in accordance with the aforesaid Law.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the present Agreement.
- (4) Acquire, hold, and dispose of property in the name of the Commission as the Board of Directors of the Commission may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.
- (5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the
- (1) Proyectar, adoptar y efectuar programas de conformidad con los propósitos de la Sección 1641 (b), Título 50, Apéndice del U. S. Code, y los fines del presente Acuerdo.
- (2) Recomendar a la Junta de Becas Extranjeras, estipulada por la Ley Pública 584, del 79º Congreso, a estudiantes, profesores, investigadores y maestros residentes en el Perú, e instituciones del Perú que estén calificadas para participar en el programa de conformidad con la susodicha ley.
- (3) Recomendar a la citada Junta de Becas Extranjeras los requisitos para la selección de participantes en los programas que estime necesarios para lograr los propósitos y fines del presente Acuerdo.
- (4) Adquirir, retener y disponer de bienes a nombre de la Comisión en la forma que la Junta Directiva de la Comisión considere necesario o deseable, siempre que la adquisición de cualquier bien inmueble se sujete a la aprobación previa del Secretario de Estado de los Estados Unidos de América.
- (5) Autorizar al Tesorero de la Comisión o al cual quiera otra persona que la Comisión designe para recibir fondos que depositar en cuentas bancarias a nombre del

60 Stat. 754.
50 U.S.C. § 1641 note.

- Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America. The Treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.
- (6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement.
- (7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.
- (8) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement.
- Tesorero de la Comisión o de cualquiera otra persona que sea designada para ello. El nombramiento del Tesorero o de dicho designatario será aprobado por el Secretario de Estado de los Estados Unidos de América. El Tesorero depositará los fondos recibidos en un depositario o depositarios designados por el Secretario de Estado de los Estados Unidos de América.
- (6) Autorizar el desembolso de fondos y otorgar subvenciones y adelantos de fondos para los propósitos autorizados en el presente Acuerdo.
- (7) Tomar disposiciones para la auditoría periódica de las cuentas del Tesorero de la Comisión dirigida por auditores seleccionados por el Secretario de Estado de los Estados Unidos de América.
- (8) Contraer gastos administrativos cuando sean necesarios de los fondos disponibles de conformidad con el presente arreglo.

Article III

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United

Artículo III

Todos los compromisos, obligaciones y gastos autorizados por la Comisión se efectuarán de conformidad con un presupuesto anual que será aprobado por el Secretario de Estado de los Esta-

States of America pursuant to such regulations as he may prescribe.

dos Unidos de América, de acuerdo con los reglamentos precritos por él.

Article IV

The management and direction of the affairs of the Commission shall be vested in a Board of Directors consisting of six members (hereinafter designated "the Board"), three of whom shall be citizens of the United States of America and three of whom shall be citizens of Peru. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Peru (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board, without the right to vote, except that he shall cast the deciding vote in the event of a tie vote by the Board. He shall have the power of appointment and removal of all members of the Board. Of the citizens of the United States of America two shall be officers of

Artículo IV

La gerencia y dirección de los asuntos de la Comisión estarán a cargo de una Junta Directiva compuesta de seis miembros (a la que en adelante se denominará "la Junta"), tres de los cuales serán ciudadanos de los Estados Unidos de América y los otros tres ciudadanos del Perú. Además, el funcionario principal de la Misión Diplomática de los Estados Unidos en el Perú (a quien en adelante se denominará "Jefe de Misión") será Presidente Honorario de la Junta sin derecho a voto, pero en el caso de producirse un empate en la votación entre los miembros de la Junta decidirá el empate con su voto. Dicho funcionario tendrá autorización para nombrar y remover a todos los miembros de la Junta. Dos de los ciudadanos de los Es-

the United States Foreign Service establishment in Peru; one of them shall serve as Chairman of the Board and one of them shall serve as Treasurer.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Peru, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

tados Unidos de América serán funcionarios del Servicio del Exterior de los Estados Unidos de América establecido en el Perú; uno de ellos actuará como Presidente de la Junta y el otro como Tesorero.

Los miembros de la Junta desempeñarán el cargo desde la fecha de su nombramiento hasta el 31 de Diciembre siguiente y podrán ser reelegidos. Las vacantes que se produzcan por motivo de renuncia, cambio de residencia fuera del Perú, expiración de sus servicios y otros motivos se llenarán de conformidad con el procedimiento señalado en este artículo para los nombramientos.

Los miembros de la Junta desempeñarán sus funciones sin retribución alguna pero la Junta podrá autorizar el pago de los gastos que sean necesarios para que ellos asistan a las sesiones oficiales y para el desempeño de otras funciones oficiales que les

asigne la Junta.

Article V

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

Artículo V

La Junta adoptará los estatutos y nombrará los comités que estime necesarios para dirigir los asuntos de la Comisión.

Article VI

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of Peru.

Artículo VI

Se prepararán informes anuales, aceptables en forma y contenido al Secretario de Estado de los Estados Unidos de América sobre las actividades de la Comisión, los cuales se elevarán al Secretario de Estado de los Estados Unidos de América y al Gobierno del Perú.

Article VII

The principal office of the Commission shall be in the capital city of Peru but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Commission's officers or staff may be carried

Artículo VII

La sede principal de la Comisión estará situada en la Capital del Perú, pero las reuniones de la Junta y de cualquiera de sus comités podrán celebrarse en los lugares que la Junta determine, pudiendo las actividades de cualquiera de los funcionarios o del personal

on at such places as may be approved by the Board.

de la Comisión llevarse a cabo en los lugares que la Junta autorizare.

Article VIII

The Government of the United States of America and the Government of Peru agree that currency of Peru acquired by the Government of the United States pursuant to the Surplus Agricultural Commodities Agreement, dated February 8, 1955,^[1] and any other currency of Peru owed to or owned by the United States and available for educational exchange activities, up to an aggregate amount equivalent to US\$ 300,000 may be used for purposes of this Agreement; provided, however, that in no event shall a total of the currency of Peru in excess of the equivalent of 100,000 (United States currency) be deposited to the credit of the Commission during any single year, and provided further, that the performance of this Agreement

TIAS 3190.
6 UST 563.

Artículo VIII

El Gobierno de los Estados Unidos de América y el Gobierno del Perú convienen en que las sumas de moneda Peruana adquiridas por el Gobierno de los Estados Unidos de conformidad con el Acuerdo de Productos Agrícolas Sobrantes de fecha 8 de Febrero de 1955, así como cualquiera otra suma de moneda del Perú que se adeude a los Estados Unidos o que este país posea y esté disponible para el intercambio de actividades educativas hasta un monto que equivalga a 300,000(US\$) podrán utilizarse para los fines de este Acuerdo; siempre que en ningún caso se acrecente en cuenta a la Comisión durante un sólo año un total de moneda Peruana que exceda el equivalente de 100,000 (moneda de los Estados Unidos), y además, siempre

¹ Should read "February 7".

shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasury of the United States for currency of Peru, held or available for expenditure by the United States.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of Peru in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitation established pursuant to Article III of the present Agreement be expended by the Commission.

que la ejecución de este acuerdo se sujete a la disponibilidad de fondos votados para el Secretario de Estado de los Estados Unidos de América, cuando lo exijan las leyes de los Estados Unidos, para su reembolso al Tesoro de los Estados Unidos por la moneda del Perú que Estados Unidos posea o tenga a su disposición para efectuar gastos.

El Secretario de Estado de los Estados Unidos de América pondrá a disposición para los gastos que autorice la Comisión la cantidad de moneda del Perú que se requiera para los fines de este acuerdo, pero en ningún caso podrá gastar la Comisión sumas que excedan las limitaciones presupuestales establecidas de conformidad con el Artículo III del presente acuerdo.

Article IX

The Government of the United States of America and the Government of Peru shall make every effort to facilitate the

Artículo IX

El Gobierno de los Estados Unidos de América y el Gobierno del Perú harán todo esfuerzo para facilitar el programa de

TS 928.
51 Stat. 178.

exchange of persons program authorized in this Agreement and the Convention for the Promotion of Inter-American Cultural Relations and to resolve problems which may arise in the operations thereof.

Article X

Wherever, in the present Agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Article XI

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Peru.

intercambio de personas autorizadas en este Acuerdo y en la Convención para Promover las Relaciones Culturales Inter-Americanas, así como para resolver los problemas que pudieran surgir con motivo de su funcionamiento.

Artículo X

Dondequiera que en el presente Acuerdo se use el término "Secretario de Estado de los Estados Unidos de América", se entenderá que significa el Secretario de Estado de los Estados Unidos o cualquier funcionario o empleado del Gobierno de los Estados Unidos designado por él para actuar en su nombre.

Artículo XI

El presente Acuerdo podrá ser modificado mediante el canje de notas diplomáticas entre el Gobierno de los Estados Unidos de América y el Gobierno del Perú.

Article XII

The present Agreement shall come into force upon the date of signature.

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

DONE at Lima, in duplicate, in the English and Spanish languages this Third day of may, 1956.

Artículo XII

El presente acuerdo entrará en vigencia en la fecha en que sea suscrito.

EN FE DE LO CUAL los suscritos, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Acuerdo.

HECHO en duplicado, en los idiomas inglés y español, en Lima a los tres días del mes de mayo de mil novecientos cincuenta y seis.

FOR THE GOVERNMENT OF THE UNITED STATES
OF AMERICA

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE
AMERICA

[SEAL]

ELLIS O. BRIGGS

FOR THE GOVERNMENT OF PERU
POR EL GOBIERNO DEL PERU

[SEAL]

L E LLOSA

EGYPT

Surplus Agricultural Commodities

*Agreement modifying the agreement of December 14, 1955,
as supplemented.*

Effectuated by exchange of notes

*Signed at Washington February 17, 1956;
Entered into force February 17, 1956.*

The Acting Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON
February 17 1956

EXCELLENCY:

I have the honor to refer to the request by your Government and to the conversations between representatives of our two Governments concerning the possibility of sales for Egyptian pounds of approximately 120,000 metric tons of United States wheat. It was contemplated that such sales would be in addition to those already agreed upon in the agreement under Title I, Public Law 480, entered into by our two Governments on December 14, 1955, as supplemented by the exchange of notes on February 8, 1956, and would be subject to the applicable provisions of that agreement.

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3439, 3496.
6 UST 5967; *ante*, p.
213.

I have the honor to inform you that the United States Government agrees to undertake to finance such additional sales totalling \$8.4 million worth of wheat (amounting to approximately the 120,000 metric tons requested) in accordance with the provisions of Article I of the December 14, 1955 agreement. The sum of \$8.4 million includes transportation costs to be financed by the United States Government. The United States Government further agrees that the Egyptian pounds accruing to the Government of the United States as a consequence of these additional sales of wheat shall be used by the Government of the United States in accordance with Article II of the December 14, 1955 agreement, the Egyptian pound equivalent of \$2.6 million to be used in accordance with paragraph 1(a) of Article II and the

Egyptian pound equivalent of \$5.8 million to be used in accordance with paragraph 1(b) of Article II. The remaining provisions of the agreement of December 14, 1955 shall apply equally with respect to these additional sales of wheat.

If you concur in the foregoing, this note, and your Excellency's reply thereto, will constitute an agreement between our two Governments, effective upon receipt of your Excellency's reply, modifying the agreement of December 14, 1955 in the manner provided for herein.

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

For the Acting Secretary of State:

GEO. V. ALLEN

His Excellency

Dr. AHMED HUSSEIN,
Ambassador of Egypt.

—
The Egyptian Ambassador to the Acting Secretary of State

EMBASSY OF EGYPT
WASHINGTON, D. C.

FEBRUARY 17, 1956

SIR:

I have the honour to refer to your note dated February 17, 1956 regarding the request of my Government and conversations between representatives of our two Governments concerning the possibility of sales for Egyptian pounds of approximately 120,000 metric tons of United States wheat. As stated in that note, it was contemplated that such sales would be in addition to those already agreed upon in the agreement under Title I, Public Law 480, entered into by our two Governments on December 14, 1955, as supplemented by the exchange of notes on February 8, 1956, and would be subject to the applicable provisions of that agreement.

In that note it is also stated that the United States Government agrees to undertake to finance such additional sales totalling \$8.4 million worth of wheat (amounting to approximately the 120,000 metric tons requested) in accordance with the provisions of Article I of the December 14, 1955 agreement. The sum of \$8.4 million includes transportation costs to be financed by the United States Government. The United States Government further agrees that the Egyptian pounds accruing to the Govern-

ment of the United States as a consequence of these additional sales of wheat shall be used by the Government of the United States in accordance with Article II of the December 14, 1955 agreement, the Egyptian pound equivalent of \$2.6 million to be used in accordance with paragraph 1 (a) of Article II and the Egyptian pound equivalent of \$5.8 million to be used in accordance with paragraph 1 (b) of Article II. The remaining provisions of the agreement of December 14, 1955 shall apply equally with respect to these additional sales of wheat.

I have the honour to convey my concurrence in the foregoing and I confirm that your note of February 17, 1956 and my reply thereto will constitute an agreement between our two Governments, effective upon receipt of this reply, modifying the agreement of December 14, 1955 in the manner provided for herein.

Accept, Sir the renewed assurances of my highest consideration.

For the Ambassador of Egypt:

ANWAR NIAZI

The Honourable

HERBERT HOOVER, Jr.

*Acting Secretary of State
Washington, D. C.*

INDIA

Air Transport Services

Agreement and exchange of notes signed at New Delhi

February 3, 1956;

Entered into force February 3, 1956.

AIR TRANSPORT AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT
OF INDIA

NEW DELHI, the 3rd February, 1956.

**AIR TRANSPORT AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT
OF INDIA**

The Government of the United States of America and the Government of India, hereinafter described as the contracting parties, being parties to the Convention on International Civil Aviation opened for signature at Chicago on December, 7, 1944, and, desiring to establish the reciprocal operation of air transport services between their two countries as contemplated by the Convention have accordingly appointed plenipotentiaries who, being duly authorized, have agreed as follows:

ARTICLE I

For the purposes of the present Agreement:

(A) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of India, the Director General of Civil Aviation and any person or agency authorized to perform the functions exercised at present by the said Director General of Civil Aviation.

(B) The term "designated airline" shall mean an airline that one contracting party has notified the other contracting party, in writing, to be the airline which will operate a specific route or routes listed in the Schedule of this Agreement.

(C) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State.

(D) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(E) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State.

(F) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

ARTICLE 2

Each contracting party grants to the other contracting party rights necessary for the conduct of air services by the designated airlines, as follows: the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, cargo and mail at the points in its territory named on each of the routes specified in the appropriate paragraph of the Schedule annexed to the present Agreement.

ARTICLE 3

Air service on a specified route 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 given the appropriate operating permission. Such other party shall, subject to Article 4, be bound to give this permission provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement.

ARTICLE 4

Each contracting party reserves the right to withhold or revoke the operating permission provided for in Article 3 of this Agreement from an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by such airline to comply with the laws and regulations referred to in Articles 11 and 13 of the Convention on International Civil Aviation, or in case of the failure of the airline or the government designating it otherwise to perform its obligations hereunder, or to fulfil the conditions under which the rights are granted in accordance with this Agreement.

ARTICLE 5

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that :

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) In respect of customs duties, inspection fees and similar charges on supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of the designated airlines of one contracting party in the territory of the other contracting party and intended solely for use by or in such aircraft and remaining on board on departure from the last airport of call in that territory the designated airlines of the first

contracting party shall be accorded treatment not less favourable than that granted by the second contracting party to the airlines of the most favoured nation or to its national airlines engaged in international air services: Provided that neither contracting party shall be obliged to grant to the designated airlines of the other contracting party, exemption or remission of customs duty, inspection fees or similar charges unless such other contracting party grants exemption or remission of such charges to the designated airlines of the first contracting party.

ARTICLE 6

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route covered by this Agreement.

ARTICLE 7

In the operation by the airlines of either contracting party of the international 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 provides on all or part of the same routes.

ARTICLE 8

The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a

point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (b) to the requirements of through airline operation; and,
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 9

In a spirit of close collaboration, the contracting parties will, in accordance with Article 12, consult from time to time, or at the request of one of the parties, to determine the extent to which the provisions of this Agreement, particularly Articles 6, 7 and 8 are promoting the orderly and economic development of air transportation by the designated airlines of the two contracting parties. The procedures which may be agreed to from time to time by the contracting parties and which may be expressed in an exchange of diplomatic notes or otherwise shall govern the operation of the provisions of this Agreement.

ARTICLE 10

(A) The designated airline or airlines of each contracting party shall supply to the aeronautical authorities of the other contracting party, at least thirty days in advance, copies of time tables, including any modifications thereof, and all other similar relevant information concerning the operation of their air services under this Agreement.

(B) Each contracting party shall, upon request, cause to be provided to the other contracting party such statistical reports relating to the traffic carried by its designated airline or airlines to, from and over the territory of the other contracting party as may reasonably be required from time to time to carry out in an orderly manner the purposes of this Agreement.

ARTICLE 11

Rates to be charged by the airline or airlines of either contracting party for transportation from the territory of one contracting party to a point or points in the territory of the other contracting party referred to in the annexed Schedule shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs:

(A) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of India referred to in the annexed Schedule, shall, consistent with the provisions of the present Agreement, be subject to the approval of the contracting parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(B) Any rate proposed by an airline of either contracting party shall be filed with both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the contracting parties.

(C) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the Government of India pursuant to the principles enunciated above

(D) The contracting parties agree that the procedure described in paragraphs (E), (F) and (G) of this Article shall apply:

1. If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or
2. At any time no IATA procedure is applicable, or
3. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services, the contracting parties will consult in accordance with Article 12 for the purpose of amending this Article to provide for the handling of rate matters under such circumstances.

(F) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines of either contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph (B) above, and the contracting parties shall endeavour to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognised that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to keep the existing rate in effect and to prevent the inauguration or continuation of the service in question at the rate complained of.

(G) When in any case under paragraphs (E) or (F) of this Article the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 13 of this Agreement shall apply.

ARTICLE 12

Consultation between the competent authorities of both contracting parties may be requested at any time by either contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Schedule. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Ministry of External Affairs of the Government.

of India or the Department of State of the United States of America as the case may be. Should agreement be reached on amendment of the Agreement or its route Schedule, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

ARTICLE 13

Except as otherwise provided in this Agreement, any dispute between the contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the contracting parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

ARTICLE 14

This agreement, all amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organisation.

ARTICLE 15

If a general multilateral air transport convention accepted by both contracting parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

ARTICLE 16

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of its receipt, unless by agreement between the contracting parties the notice of intention to terminate is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received fourteen days after its receipt by the International Civil Aviation Organization.

ARTICLE 17

This Agreement will come into force on the day it is signed. The Agreement shall be in the English and Hindi languages. In case of any divergence of interpretation, the English text shall prevail.

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

DONE in duplicate at New Delhi, this 3rd
day of February, 1956.

FOR THE GOVERNMENT OF UNITED STATES OF AMERICA
LIVINGSTON SATTERTHWAITE

FOR THE GOVERNMENT OF INDIA
JAGJIVAN RAM

[SEAL]

[SEAL]

SCHEDULE

1. An airline or airlines designated by the Government of India shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

Route 1. From India via points in Asia, Africa, Europe, U.K., Ireland, Canada to New York; and beyond to points on Route 2 or to such points as may be mutually agreed upon at a later date.

Route 2. From India via points in Asia, the Philippines, Japan, Canada to San Francisco or Los Angeles and beyond, to points on Route 1 or to such points as may be mutually agreed upon at a later date.

2. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in India at the points specified in this paragraph:

Route 1. From the United States via points in Canada, Ireland, U.K., Europe and Asia to Delhi/Calcutta and beyond to points in Burma, Thailand and beyond to the United States over the various routes.

Route 2. From the United States via points in Canada, Ireland, U.K., Europe, Africa and Asia to Bombay/Calcutta and beyond to points in Ceylon, Burma, Thailand and beyond to the United States over the various routes.

3. (A) Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

(B) Not more than one traffic stop shall be made by a designated airline of either country on any flight transitting the territory of the other country

(C) If at any time scheduled flights on any of the specified air services of one contracting party are operated so as to terminate in the territory of the other contracting party and not as part of a through air service extending beyond such territory, the latter party shall have the right to nominate the terminal point of such scheduled flights on the specified air route in its territory. The latter party shall give not less than six months notice to the other party if it decides to nominate a new terminal point for such scheduled flights.

(D) Changes made by either contracting party in points on its routes described in the Schedule except changes in points in the territory of the other contracting party, shall not require amendment of the Schedule. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

संयुक्त राज्य अमेरिका की सरकार और भारत
सरकार के बीच हवाई परिवहन कारार

संयुक्त राज्य अमेरिका की सरकार और भारत सरकार ने, जिन्हें उसके बाद करार करने वाले पक्ष कहा गया है, बन्तराष्ट्रीय सिविल विमानी समय को माना है, जिस पर 7 दिसम्बर 1944 को शिकागो में इस्ताभार हुये थे। और ऐसा कि इस समय का आशय है, दोनों सरकारें अपने दोनों देशों के बीच हवाई परिवहन व्यवस्थाओं का प्रस्तुर संचालन स्थापित करने की इच्छा रखती है। तदनुसार, उन्होंने पूर्णांधिकारी नियुक्त किये हैं। इनको उचित रूप से अधिकृत किया जाने पर ये निचे लिखी बातों पर सम्मत हुये हैं।

अनुच्छेद 1

वर्तमान कारार के मतलब के लिये

(क) 'वैभानिकी अधिकारी' इस शब्द का आशय संयुक्त राज्य अमेरिका के लिये सिविल वैभानिकी बोर्ड से और किसी व्यक्ति या अधिकारण से होगा, जो वे काम करने का अधिकारी हो जिन्हें सिविल वैभानिकी बोर्ड आजकल भरता है और भारत के लिये इस शब्द का आशय सिविल विमानी के प्रधान निदेशक से और किसी व्यक्ति या अधिकारण से होगा, जो वे काम करने का अधिकारी हो जिन्हें कि उक्त सिविल विमानी का प्रधान निदेशक आजकल भरता है।

(ल) 'नामंजद हवाई कम्पनी' इस शब्द का आशय उस हवाई कम्पनी से है, जिसकी सूचना करार करने वाला एक फ़ाइटर फ़ाइटर को लिखत में दे, और जो इस करार की अनुमति में दिये गये निर्दिष्ट यार्ग या यार्गों पर बलौ वाली हवाई कम्पनी होगी।

(ग) किसी राज्य के सम्बन्ध में भू-भाग इस शब्द का आशय उन भू-भागों और उस भूभागीय समूह से होगा जो उस राज्य की प्रमुता, उसके आधिराज्य, संरक्षण या न्यासधारिता के अधीन है।

(घ) 'हवाई व्यवस्था' इस शब्द का आशय किसी ऐसी अनुद्धनित हवाई सेना से होगा जो धात्रियों, माल या डाक के सार्वजनिक परिवहन के लिये वायु-यानों द्वारा की जाती हो।

(३०) 'बन्तराष्ट्रीय हवाई व्यवस्था' इस वाक्याश का बाश्य ऐसी हवाई व्यवस्था से है, जिसके वायुयान एक से अधिक राज्यों के मूलभाग के ऊपर से गुजरते हैं।

(३) 'यातायात के अतिरिक्त प्रयोजन के लिये रुकना' इस वाक्याश का आश्य है यात्री, माल या डाक लेने या उतारने के सिवाय और किसी मतलब से रुकना।

बनुच्छेद २

करार करने वाला हर पक्ष करार करने वाले दूसरे पक्ष को वे अधिकार देता है जो नामजद हवाई कम्पनी द्वारा हवाई व्यवस्थाएँ चलाने के लिये आवश्यक हैं। ये अधिकार इस प्रकार हैं दूसरे पक्ष के मूलभाग के ऊपर वायुयान उड़ान, यातायात के अतिरिक्त प्रयोजनों के लिये रुकना, और करार से अनुबद्ध अनुसूची के तत्सम्बन्धी पैरा में निर्दिष्ट हर हवाई भार्ग पर जो स्थान उसके अपने मूलभाग में बताये गये हैं, उन पर यात्री, माल और डाक के अन्तर्राष्ट्रीय यातायात को हेतु लाना और लैजाना।

बनुच्छेद ३

करार हवाई कम्पनी या हवाई व्यवस्था चालू कर सकती है, बश्तैं कि करार करने वाले उस पक्ष ने ऐसी हवाई कम्पनी या कम्पनियाँ को उस भार्ग के लिये नामजद कर दिया हो और करार करने वाले दूसरे पक्ष ने उचित चालन आज्ञा देने दी हो। यह दूसरा पक्ष, बनुच्छेद ४ के अधीन रहते हुये ऐसी आज्ञा देने के लिये बाध्य होगा। शर्त यह है कि इस करार के अद्देश्य के अनुसार उड़ने की आज्ञा मिलने के पहले नामजद हवाई कम्पनी या कम्पनियाँ उस पक्ष के सज्जाम वैमानिकी अधिकारियों के आगे, जिन कानूनों और विनियमों का वे सामान्यतया उपयोग करते हैं उन के अधीन अपनी योग्यता सिद्ध कर दें।

बनुच्छेद ४

करार करने वाले हर पक्ष को यह अधिकार होगा कि वह नीचे लिसी स्थितियों में करार करने वाले दूसरे पक्ष की नामजद हवाई कम्पनी की चालन-आज्ञा को रोक दे या रद्द कर दे।

करोर करने वाले पहले फटा को यह हत्तीनान न हो कि उस नामजद हवाई कम्पनी का वास्तविक स्वामित्व या प्रभावी नियन्त्रण करार करने वाले दूसरे फटा या उसके राष्ट्रिकॉं के हाथ में है, यह नामजद हवाई कम्पनी अन्तर्राष्ट्रीय सिविल विमानी समय के जनुच्छेद 11 और 13 के कानूनों और विनियमों का पालन न कर सके; उसका नामजद करने वाली हवाई कम्पनी या सरकार इस करार के अधीन अपने किन्हीं दायित्वों को पूरा न कर सके, या उन शर्तों को पूरा न किया जाय, जिन के अधीन करार करने वाले दूसरे फटा को इस करार के अनुसार अधिकार दिये गये हैं।

अनुच्छेद 5

किसी तरह के भेदभाव को रोकने के लिये और समान व्यवहार का आश्वासन देने के लिये, करार करने वाले दोनों फटा इस बात पर सहमत हैं

(क) करार करने वाला हर फटा उन सार्वजनिक हवाई बहड़ों और बन्य सुविधाओं के उपयोग पर ठीक ठीक और उचित प्रभार लाए सकता है या लाने की आज्ञा दे सकता है, जो कि उसके नियन्त्रण में है। परन्तु करार करने वाला हर फटा इस बात से सहमत है कि ये प्रभार उस से अधिक नहीं होंगे जो कि समान अन्तर्राष्ट्रीय व्यवस्थाओं के लिये चलने वाला उसका अपना राष्ट्रीय वायुयान ऐसे ही हवाई बहड़ों और ऐसी ही सुविधाओं के उपयोग के लिये देता है।

(ख) नीचे लिखे विषयों के बारे में करार करने वाले एक फटा की नामजद हवाई कम्पनियों के साथ करार करने वाला दूसरा फटा जो व्यवहार करेगा, वह उस व्यवहार से कम अच्छा न होगा जो कि वह अन्तर्राष्ट्रीय हवाई व्यवस्था चलाने वाली किसी परमित्र राष्ट्र की या उसकी हवाई कम्पनियों के साथ करता है-

करार करने वाले एक फटा की नामजद हवाई कम्पनी के वायुयान करार करने वाले दूसरे फटा के भूभाग में जो ईंधन, मशीन तेल और फालू पुर्जे लैं और जो उस भूभाग के अन्तिम हवाई बहड़े से रवाना होने तक वायुयान में ही रहे, उन पर लाने वाले सीमाशुल्क निरीक्षण शुल्क और ऐसे ही दूसरे राष्ट्रीय शुल्क या प्रभार,

सामान्य उपस्कर या वायुयान के दूसरे सामान पर जो या तो वायुयान

मैं लाए दिया गया हौ या उसमें लादा गया हौ और जो केवल उसी वायुयान मैं या उसके द्वारा काम मैं आने वाला हौ, और जो उस मूमाग के अन्तिम हवाई बहूदे से रखाना होने तक हवाई जहाज मैं ही लाए रहे, उस लाने वाले सीमाशुल्क ।

शर्त यह है कि करार करने वाला कोई भी फटा दूसरे फटा की नामजूद हवाई कम्पनियाँ को सीमा शुल्क, निरीक्षण शुल्क या इसी प्रकार के दूसरे राष्ट्रीय शुल्कों या प्रभारों मैं कूट देने या कमी करने के लिये बाध्य न होगा, जब तक कि करार करने वाला दूसरा फटा भी करार करने वाले पहले फटा की नामजूद हवाई कम्पनियाँ पर लाने वाले ऐसे ही प्रभारों मैं कूट या कमी न करे ।

बनुच्छेद 6

करार करने वाले हर फटा की हवाई कम्पनियाँ को इस बात का उचित और समान अवसर प्राप्त होगा कि वे इस करार मैं बताये गये मार्गों पर अपने वायुयान चलायें ।

बनुच्छेद 7

इस करार मैं बतायी गयीं करार करने वाले किसी फटा की अन्तर्राष्ट्रीय हवाई व्यवस्थाओं के चलाये जाने मैं करार करने वाले दूसरे फटा की नामजूद हवाई कम्पनियाँ के हितों का भी ध्यान रखा जायेगा, ताकि दूसरे फटा की जो व्यवस्थायें उन्हीं सब मार्गों पर या उनके किसी माग पर चलती हों, उन पर कोई अनुचित प्रभाव न पढ़े ।

बनुच्छेद 8

इस करार के अधीन चालू हवाई कम्पनियाँ जनता के लिये जो हवाई व्यवस्थायें चलायेंगी वे जनता की तत्सम्बन्धी आवश्यकताओं के बिल्लु अनुरूप होंगी ।

करार करने वाले दोनों फटाओं ने यह तय पाया है कि वर्तमान करार के अधीन एक नामजूद हवाई कम्पनी जो हवाई व्यवस्थायें चलायेंगी उन का पहला उद्देश्य वह स्थान मुहैया करना होगा जो कि ऐसी हवाई कम्पनी को नामजूद करने वाले देश और उन देशों के बीच की यातायात आवश्यकताओं के लिये काफी हो जो कि इस यातायात के अन्तिम निर्दिष्ट स्थान है ।

इस क्रार में निर्दिष्ट मार्गों पर तीसरे देशों के किसी स्थान या किन्हीं स्थानों को जाने वाले या वहाँ से बाने वाले अन्तर्राष्ट्रीय यातायात को रेसी व्यवस्थाओं में ढाने या उतारने का अधिकार व्यवस्थित विकास के उन सामान्य सिद्धान्तों के अनुसार लागू होगा जिन पर क्रार करने वाले दोनों पक्ष सहमत हैं।

इसमें इस सामान्य सिद्धान्त का ध्यान रखा जायेगा कि इन वायुयानों में नीचे लिखी आवश्यकताओं के अनुसार जगह रखी जाय।

(क) यातायात के उद्गम स्थान से अन्तिम निर्दिष्ट स्थान के बीच यातायात की आवश्यकताएँ,

(ल) सीधे पार जाने वाली हवाई कम्पनियों की आवश्यकताएँ, और

(ग) जिस दोनों से हवाई कम्पनी गुजरती हो, उसकी स्थानीय और प्रादेशिक व्यवस्थाओं को ध्यान में रखते हुये, उसके यातायात की आवश्यकताएँ।

अनुच्छेद 9

इस क्रार के उपबन्धों, विशेष रूप से अनुच्छेद 6, 7 और 8 के अनुसार क्रार करने वाले दोनों पक्षों की नामजद हवाई कम्पनियां हवाई परिवहन के सुव्यवस्थित और आर्थिक विकास को किस हद तक बढ़ावा दे रही हैं, यह जानने के लिये क्रार करने वाले पक्ष अनुच्छेद 12 के बीच रहते हुये, या एक पक्ष द्वारा प्रार्थना किये जाने पर, निकट सहयोग की भावना से, समय समय पर सलाह मशविरा करेंगी। इस क्रार की क्रियान्वित उन कार्यविधियों से शासित होगी जिन के सम्बन्ध में क्रार करने वाले पक्ष समय समय पर समझौता कर लें, और जो राजनयिक नोटों की अदलाबदली से या किसी दूसरी तरह से व्यक्त की जाय।

अनुच्छेद 10

(क) क्रार करने वाले हर पक्ष की नामजद हवाई कम्पनिया दूसरे पक्ष के वैमानिकी अधिकारियों के पास, कम से कम तीस दिन पहले, सशोधनों सहित समय-सारिणियों और शुल्क-सूचियों की प्रतियां भिजवायेगा और साथ ही वे दूसरी सारी संगत सूचनाएँ भी भिजवायेगा जो इस क्रार के बीच उनकी हवाई व्यवस्थाओं के चालन से सम्बन्धित हों।

(ल) क्रार करने वाला हर पक्ष प्रार्थना किये जाने पर क्रार करने वाले दूसरे पक्ष को वे सब बांकड़े दिलायेगा जिन का सम्बन्ध उस यातायात से हो

जो उसकी नामजद हवाई कम्पनी या कम्पनियाँ द्वारा कूरार करने वाले दूसरे पक्षा के भूभाग को गया हो, वहाँ से आया हो या उसके ऊपर से लै जाया गया हो और जिसकी आवश्यकता बजा तौर से इस कूरार के उद्देश्यों को विधिवत् पूरा करने के लिये समय समय पर पड़े।

बनुच्छेद 11

कूरार करने वाले एक पक्षा के भू-भाग से कूरार करने वाले दूसरे पक्षा के भू-भाग में पड़ने वाले उन स्थान या उन स्थानों तक जो कि अनुबद्ध अनुसूची में दिये गये हैं परिवहन के लिये, कूरार करने वाले किसी एक पक्षा की हवाई कम्पनी या कम्पनियाँ जो शुल्क लैंगी उसकी उचित दरें स्थापित की जायेंगी। शुल्क-अनुसूची बनाने में जिन संगत बातों पर ध्यान दिया जायेगा वे हैं चालन-व्यय, उचित लाभ, और किन्हीं दूसरे केरियरों द्वारा ली जाने वाली शुल्क-दरें तथा ऐसी व्यवस्था की विशेषताएँ। ये शुल्क इस बनुच्छेद के नीचे लिखे उपबन्धों के अनुसार निश्चित किये जायेंगे।

(क) संयुक्त राज्य अमेरिका के भू-भाग के उन स्थानों और भारत के भू-भाग के उन स्थानों के बीच, जो कि अनुबद्ध अनुसूची में दिये गये हैं, कूरार करने वाले हर पक्षा की हवाई कम्पनिया जो शुल्क की दरें स्थापित करेंगी, वे वर्तमान कूरार के उपबन्धों के अनुसार कूरार करने वाले पक्षों के अनुमोदन के अधीन होंगी। कूरार करने वाले पक्षा इस कूरार के अधीन वपने दायित्वों के अनुकूल, वपने वैध अधिकारों की सीमाओं के भीतर रहते हुये कार्य करेंगे।

(ल) कूरार करने वाले किसी भी पक्षा की एक हवाई कम्पनी जो शुल्क दर प्रस्तावित करे उसकी सूचना करार करने वाले दोनों पक्षों के पास शुल्क-दर निश्चित करने की प्रस्तावित तारीख से कम से कम तीस (30) दिन फले पहुंच जानी चाहिये। शर्त यह है कि यदि कूरार करने वाले पक्षा सहमत हों तो विशेष हालतों में तीस (30) दिन की यह बवधि कम की जा सकती है।

(ग) किसी ऐसी बवधि के भीतर, जिसके लिये संयुक्त राज्य अमेरिका के सिविल वैमानिकी बोर्ड ने अन्तर्राष्ट्रीय हवाई परिवहन सघ (जो इसके बाद अ० ह० प० स० कहा गया है) की यातायात सम्मेलन कार्यविधि का अनुमोदन किया है, शुल्क-दर निश्चित करने के लिये संयुक्त राज्य की हवाई कम्पनियाँ से जो कोई भी समझौता किया जायेगा उसके लिये बोर्ड का अनुमोदन आवश्यक

होगा। इस विधि से शुल्क-दर निश्चित करने के लिये जो भी समझौते किये जायेंगे उनके लिये, ऊपर कहे गये सिद्धान्तों को मानते हुये, भारत सरकार का अनुमोदन भी बावश्यक होगा।

(घ) कृतार करने वाले पक्ष इस बात के लिये सहमत हैं कि इस अनुच्छेद के पैरा (८०), (च) और (झ) में बतायी गयी कार्यविधि इन हालतों में लागू होगी।

(१) यदि, जिस अवधि के लिये कृतार करने वाले दोनों पक्षों ने अ० ८० प० सं० यातायात सम्प्रैलन की कार्यविधि का अनुमोदन किया है, उसमें या तो कृतार करने वाला कोई पक्ष किसी निर्दिष्ट शुल्क-दर समझौते का अनुमोदन उचित समय के भीतर नहीं कर देता, या फिर अ० ८० प० स० का कोई सम्प्रैलन किसी शुल्क-दर पर सहमत नहीं हो पाता, या

(२) किसी समय में अ० ८० प० स० की कोई भी कार्यविधि लागू नहीं है, या

(३) यदि कृतार करने वाला कोई भी पक्ष किसी समय अ० ८० प० सं० यातायात सम्प्रैलन कार्यविधि के उस अंश को, जो इस अनुच्छेद के लिये सार्थक है, वापस ले लेता है, या उसके सम्बन्ध में अपने अनुमोदन का नवीन्यन नहीं कर पाता है।

(४०) यदि अन्तर्राष्ट्रीय हवाई यातायात द्वारा यात्री और माल के परिवहन के लिये उचित और किकायती शुल्क-दर निश्चित करने का अधिकार कानूनी तौर पर संयुक्त राज्य अमेरिका के वैमानिकी अधिकारियों को दे दिया गया है, तो उस हालत में अनुच्छेद १२ के अनुसार इस अनुच्छेद में फैरबदल करने के लिये कृतार करने वाले पक्ष सलाह-मशविरा करेंगे ताकि ऐसी स्थिति में दर सम्बन्धी मामलों को निबटाने का उपबन्ध हो सके।

(च) संयुक्त राज्य के वैमानिकी अधिकारियों को यह अधिकार दिये जाने के फले यदि कृतार करने वाले पक्षों में से किसी भी पक्ष की हवाई कम्पनी या कम्पनियाँ कृतार करने वाले दूसरे पक्ष के मू-भाग में स्थित किसी स्थान या किन्हीं स्थानों के लिये जो दर प्रस्तावित करे, उससे कृतार करने वाला एक पक्ष संतुष्ट नहीं होता है, तो वह ऊपर के पैरा (झ) में बताई गयी तीस (३०) दिन की अवधि के फले पन्द्रह (१५) दिनों के समाप्त होने के पूर्व ही दूसरे पक्ष को लेखकी सूचना दे देगा। और कृतार करने वाले पक्ष

उचित दर्ता पर समझौता करने की कोशिश करेंगे ।

इस प्रकार समझौता हो जाने पर कूरार करने वाला हर फटा इस बात का भरपूर प्रयत्न करेगा कि उसकी हवाई कम्पनी या कम्पनियाँ उस दर को लागू करें जिस पर वे दोनों सहमत हैं ।

यह मान लिया गया है कि यदि उन तीस (30) दिनों के समाप्त होने से पूर्व ही इस प्रकार का कोई समझौता नहीं हो पाता है, तो कूरार करने वाला वह फटा जिसने कि दर के सम्बन्ध में बापूरि की है ऐसे कदम उठा सकता है जिन्हें वह वर्तमान दर को चालू रखने के लिये और बापूरि की गई दर पर विचाराधीन व्यवस्था का उद्घाटन या जारी रहना रोकने के लिये बावश्यक समझे ।

(क) इस अनुच्छेद के पेरा (६०) और (ब) के बधीन बानेवाली किसी स्थिति में, कूरार करने वाले एक फटा द्वारा कूरार करने वाले दूसरे फटा की हवाई कम्पनी या कम्पनियाँ की प्रस्तावित दर या किसी वर्तमान दर के सम्बन्ध में शिकायत की जाने पर, सलाह-मशविरा होने के बावजूद भी जब कूरार करने वाले दोनों फटा एक निश्चित समय के भीतर उचित दर के विषय में सहमत नहीं हो पाते हैं तो किसी एक फटा की प्रार्थना पर इस कूरार के अनुच्छेद 13 की शर्तें लागू होंगी ।

अनुच्छेद 12

कूरार करने वाला कोई फटा, दूसरे फटा से कूरार या अनुच्छेदी के अर्थ करने, उसे लागू करने, या उसमें संशोधन करने की इच्छा से परामर्श करने की प्रार्थना कर सकता है । यह परामर्श भारत सरकार के परराष्ट्र मंत्रालय या समुक्त राज्य अपेक्षिका के वैदेशिक विभाग - इन दोनों में से जो भी हो - के पास प्रार्थना-पत्र पहुँचने के साठ (60) दिन की अवधि के भीतर शुरू हो जायेगा । कूरार या उसकी मार्ग-अनुच्छेदी के संशोधन के सम्बन्ध में समझौता हो जाने पर उसकी पुष्टि बापूरि में राजनयिक नोटों की अदलाबदली से की जायेगी । इस के तुरन्त बाद ही उस मामले पर ये संशोधन लागू हो जायेंगे ।

अनुच्छेद 13

जब तक कि इस कूरार में कोई दूसरा उपबन्ध न किया गया हो, अगर इस कूरार के अर्थ करने या लागू करने के सम्बन्ध में कूरार करने वाले फटाँ के बीच कोई देसा फगड़ा उठे जिसे वे बापूरि में बात चीत करके तय न कर सकते

हैं, तो उसे विवाचकाँ के अधिकरण को सलाह के लिये दे दिया जायेगा ।

इस अधिकरण में तीन विवाचक हैंगे, जिनमें से कूरार करने वाले दोनों पक्ष एक एक विवाचक नामजद करेंगे । इस तरह नामजद किये हुये दोनों विवाचक मिलकर तीसरे को तय कर लेंगे, लेकिन शर्त यह है कि यह तीसरा विवाचक कूरार करने वाले दोनों पक्षों में से किसी का राजिक न हो । कूरार करने वाला हर एक पक्ष जिस दिन फगड़ा विवाचन को देने के लिये दूसरे पक्ष से राजनयिक नोट पाये, उसके दो महीने की अवधि के भीतर ही एक एक विवाचक नामजद कर देगा, और तीसरा विवाचक इस दो महीने की अवधि से बाली एक महीने की अवधि के भीतर तय कर दिया जायेगा ।

यदि इस दो महीने की अवधि के भीतर कोई भी पक्ष विवाचक नामजद नहीं करता, या तीसरा विवाचक उक्त अवधि तक तय नहीं हो पाता, तो कूरार करने वाला कोई पक्ष अन्तर्राष्ट्रीय न्यायालय के सभापति से यह प्रार्थना कर सकता है कि वह विवाचक था विवाचकाँ को नियुक्त करे ।

कूरार करने वाले पक्ष अपने अधिकारों के अधीन इस बात का भरपक्ष प्रयत्न करेंगे कि वे ऐसी किसी सलाहकारी रिपोर्ट में व्यक्त मत को कार्य रूप में रखें । विवाचन अधिकरण पर जो खर्च होगा उसका एक एक भाग हर पक्ष को भरना होगा ।

बनुच्छेद 14

यह कूरार, उसके सब संशोधन, और उससे सम्बन्धित सब इकारार को अन्तर्राष्ट्रीय सिविल विमानी संघ में रजिस्टर कर दिया जायेगा ।

बनुच्छेद 15

जब कूरार करने वाले दोनों पक्ष हवाई परिवहन के किसी बहुफक्ति समय को स्वीकार कर लेंगे, तो वर्तमान कूरार में, उस समय के उपर्यन्तों के अनुरूप बनाने के लिये, संशोधन कर दिया जायेगा ।

बनुच्छेद 16

कूरार करने वाला कोई पक्ष किसी भी समय इस करार को सत्त्व करने की अपनी इच्छा का नोटिस दूसरे पक्ष को दे सकता है । यह नोटिस साथ ही अन्तर्राष्ट्रीय सिविल विमानी संगठन को भी भेजा जायेगा । नोटिस मिलने की तारीख के एक साल की अवधि तक बगर समर्पित करके यह नोटिस व लौटा दिया जाय तो यह कूरार सत्त्व हो जायेगा । यदि कूरार करने वाले

दूसरे फटा से नोटिस की प्राप्ति-सीढ़ी न मिले तो यह जान लिया जायेगा कि जिस दिन यह नोटिस बन्तराष्ट्रीय सिविल विमानी संगठन को मिला है, उसके चाँदह दिन बाद उस फटा को भी मिल चुका है।

अनुच्छेद 17

यह क्रारार हस्ताक्षार होने के दिन से लागू माना जायेगा। वर्तमान करार अंग्रेजी और हिन्दी भाषाओं में होगा। निर्वचन में फर्क होने की अवस्था में अंग्रेजी पाठ अभिभावी होगा।

इसके साथा मैं अपनी अपनी सरकारों से उचित रूप से अधिकार पाकर नीचे बताये व्यक्तियों ने वर्तमान करार पर हस्ताक्षार किये हैं।

नई दिल्ली में जाज 1956 के फरवरी... की 3 तारीख को दो प्रतियों में तैयार किया गया।

समुक्त राज्य अमेरिका की सरकार
की ओर से

L. R. Sattathwani

भारत सरकार की ओर से
5 मार्च 1956

अनुचूंची

1. भारत सरकार द्वारा नामजूद हवाई कम्पनी या कम्पनियाँ हर निर्दिष्ट मार्ग पर, मध्यवर्ती स्थानों से होती हुई, दुतरफा हवाई व्यवस्थाएँ चालू कर सकेंगी, और सयुक्त राज्य अमेरिका के मू-भाग में नीचे लिखे स्थानों पर अनुचूंचित समय पर अपने वायुयान उतार सकेंगी।

मार्ग 1 भारत, इशिया में स्थान, अफ्रीका में स्थान, यूरोप में स्थान, ब्रिटेन में स्थान, आयरलैण्ड में स्थान, कनाडा में स्थान, न्यूयार्क को, और आगे भी मार्ग 2 के स्थानों को या उन स्थानों को जिन पर बाद की किसी तारीख को परस्पर समरूपता हो जाय।

मार्ग 2 भारत, इशिया में स्थान, फिलिपाईन्स में स्थान, जापान में स्थान, कनाडा में स्थान, सान फ्रांसिस्को या लास एंजेलिस को और आगे भी मार्ग 1 के स्थानों को या उन स्थानों को जिन पर बाद की किसी तारीख को परस्पर समरूपता हो जाय।

2. सयुक्त राज्य अमेरिका की सरकार द्वारा नामजूद हवाई कम्पनी या कम्पनिया हर निर्दिष्ट मार्ग पर, मध्यवर्ती स्थानों से होती हुई, दुतरफा हवाई व्यवस्थाएँ चालू कर सकेंगी, और भारत के मू-भाग में नीचे लिखे स्थानों पर अनुचूंचित समय पर अपने वायुयान उतार सकेंगी।

मार्ग 1 सयुक्त राज्य अमेरिका, कनाडा में स्थान, आयरलैण्ड में स्थान, ब्रिटेन में स्थान, यूरोप में स्थान, इशिया में स्थान, दिल्ली कलकत्ता को और आगे भी बर्मा, थायलैण्ड के स्थानों को और आगे विभिन्न मार्गों से सयुक्त राज्य अमेरिका को।

मार्ग 2 सयुक्त राज्य अमेरिका, कनाडा में स्थान, आयरलैण्ड में स्थान, ब्रिटेन में स्थान, यूरोप में स्थान, अफ्रीका में स्थान, इशिया में स्थान, बर्बादी कलकत्ता को, और आगे श्री लंका, बर्मा, थायलैण्ड को और आगे विभिन्न मार्गों से सयुक्त राज्य अमेरिका को।

3. (क) नामजूद हवाई कम्पनी बगर चाहे तो किसी निर्दिष्ट मार्ग के

स्थानों को किसी या हर उड़ान में छोड़ सकती है।

(ख) दोनों में से किसी भी देश की नामजूद हवाई कम्पनी दूसरे देश से गुज़रते हुए यातायात के लिए एक से अधिक स्थान पर नहीं रुकेगी।

(ग) बार करार करने वाले किसी फ्लाइट की विसी एक निर्दिष्ट हवाई व्यवस्था की अनुचित उड़ानें यों होने लाले कि वे करार करने वाले दूसरे फ्लाइट के भू-भाग में ही खत्म हो जाय और उस भू-भाग से आगे जाने वाली किसी सीधी हवाई व्यवस्था का भाग न हो, तो दूसरे फ्लाइट को यह अधिकार होगा कि वह ऐसी अनुचित उड़ानों का अन्त-स्थान अपने भूभाग में स्वयं बनानी चाहता है। अगर यह फ्लाइट ऐसी अनुचित उड़ानों का नया अन्त-स्थान बनानी चाहता है तो वह पहले फ्लाइट को कम ही नोटिस देगा।

(घ) करार करने वाला कोई भी फ्लाइट, करार करने वाले दूसरे फ्लाइट के स्थानों में किये परिवर्तनों को छोड़ कर, अपने मार्ग के अनुसूची में दिये गये स्थानों में जो भी परिवर्तन करेगा, उसके लिए अनुसूची में सशोधन करने की ज़रूरत नहीं पढ़ेगी। इसलिए किसी भी फ्लाइट के वेसार्नेको अधिकारी मिल कर ऐसे परिवर्तन कर सकते हैं, बश्यत कि किसी ऐसे परिवर्तन की सूचना करार करने वाले दूसरे फ्लाइट को तुरत दे की जाय।

*The American Chargé d'Affaires ad interim to the Director,
American Division, Ministry of External Affairs of India*

NEW DELHI, INDIA,
February 3, 1956

DEAR MISS NAIDU,

I have the honour to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of India and to say that the understanding of the Government of the United States of America with regard to the procedures agreed between the contracting parties in pursuance of Article 9 of the Agreement is as follows

"During the discussions between the Delegation of India and the Delegation of the United States which led to the conclusion of the Air Transport Agreement between the two countries, there was an extensive exploration of the air transport problems of the two countries. Important features of these problems were noted to be the great geographic distances separating the two countries and the fact that no air services are operated by an Indian carrier to the United States. The Delegation of India presented to the United States Delegation its continued apprehensions with respect to the inauguration of such air services between the United States and India as might result in an undue effect upon the development of the international and regional services of the Indian airlines. The United States Delegation noted the concern of the Delegation of India and expressed confidence that by reason of the unique characteristics of the service between India and the United States, practical arrangements as described below could be made to give additional assurance to the Government of India that its interests in the orderly development of air transportation would be safeguarded. As an indication of these unique characteristics, mention was made of the complexity of adding new schedules over the 9,000 mile distance between the two countries and other elements of traffic and operations over the routes involved.

2. It was noted by both Delegations that under the temporary authorizations previously issued by the Government of India the level of service was at present two round trips per week for each of the two United States airlines serving India—Trans World Airlines and Pan American World Airways—and that upon the coming into force of the Agreement, the services under the operating permission would continue at that level until increased in accordance with the procedures set forth hereafter. The Indian Delegation stated that the Government of India would

issue appropriate operating permits. It was agreed that if, while this Agreement is in force, at any time the Government of India designate an airline or airlines, such designated airline or airlines will be granted full operating permission pursuant to Article 3 of this Agreement.

3. The United States Delegation pointed out that under Article 12, the air services under the Agreement could be considered by the two nations at any time, and in order to facilitate such consideration, the United States Government would notify the Government of India through diplomatic channels of any new schedule proposed by one of its carriers to serve India at least 90 days before the effective date of the new schedule. The United States Delegation stated that while the United States might notify the Government of India more than 90 days in advance, the 90-day period would be a minimum. The possibility, however, of sudden and unexpected traffic demands justifying an increase in frequency on less than 90 days notice was recognized, and the parties expressed the belief that in such an event they would be able through diplomatic channels to evolve a procedure which would deal adequately with the situation as it then exists.

4. Both Delegations noted the importance to the public and the carriers of having certainty as to the availability of services. To this end they agreed that any request for intergovernmental consideration of the proposed additional schedule should be made within 30 days of the date upon which the notification was received by the Government of India, and that any consultations should be started within 30 days of that request and completed as soon as possible thereafter. The Delegations agreed that at the consultations, in addition to all other matters to be brought forward by India and the United States, the parties would have relevant traffic statistics available. It was further agreed that such consultations would be held in India.

5. (A) Both Delegations recognized that if the consultations did not result in agreed conclusions, and if the notice of the increase is not withdrawn, the Government of India might withhold or modify or revoke the operating permission with respect to the increase in frequency which had been the subject of consultations.

(B) Furthermore, it was agreed that if an increase in frequency is established on the basis of estimates of anticipated traffic and subsequently in consultation asked for by the Government of India and held in accordance with Article 12 of the Agreement, it is determined that such estimates have not been substantially fulfilled within a reasonable time, then such increase would be withdrawn. It was recognized that an appropriate length of time

would be allowed during which the airline, which made the increase in frequency, would seek to realize the anticipated traffic for which the increase in frequency was provided. It was likewise recognized that should consultations under this paragraph not result in agreed conclusions, the Government of India might modify or revoke the operating permission with respect to the increase in frequency which had been the subject of consultation.

(C) It was also agreed that action to withhold or modify or revoke an operating permission as provided for in paragraphs (A) and (B) above would not be subject to arbitration in accordance with Article 13 of the Agreement.

6. The Delegation of India referred to its unique geographical position which results in making India an airline crossroads with a large number of the world's airlines carrying traffic to and through India, and pointed out the difficult competitive position in which the Indian airlines are presently placed, particularly in relation to the movement of their own third and fourth freedom traffic. Along the same line the Indian Delegation referred specifically to the operations of United States airlines, and pointed out the relatively low level of third and fourth freedom traffic and the relatively high level of fifth freedom traffic being carried by them. The Indian Delegation expressed its concern that the operations of foreign carriers result in impairing the economic development of Indian airlines. The United States Delegation recognized the unique position in which India is placed, as well as the concern expressed by the Indian Delegation as to the development of their air services.

7. The United States Delegation pointed out the high level of Indo-United States traffic and the substantial annual growth which is occurring, but indicated the difficulties with which their international airlines are faced in serving this traffic. In addition, the United States Delegation referred to the level of operations by the United States carriers on the long routes from the United States to India, and pointed out that by reason of this level of service, the United States airlines are losing the patronage of the public desiring service between India and the United States who are turning to the more frequent services offered by competing foreign carriers. It was the opinion of the United States Delegation that this traffic whether moving wholly by foreign carriers, or partially by foreign and partially by United States carriers, should receive consideration in assessing capacity. It was further observed that under all of these circumstances, particularly as they relate to routes of this length, the level of third and fourth freedom traffic is necessarily relatively low as the ends of the routes are approached, and cor-

respondingly if an airline is to operate economically, the fifth freedom traffic must be relatively high. The Indian Delegation noted these difficulties.

8. The two Delegations discussed the application of Articles 6, 7, and 8 and reached the general conclusion that at present in the unique circumstances prevailing between India and the United States, in a consultation to consider a proposed increase in the capacity offered by United States airlines, both Governments would bear in mind the reciprocal objectives of assuring the orderly and economic development of both the Indian and United States airlines and make special application as follows:-

(1) Any increase in frequency for a United States airline will be required to be justified primarily for the provision of capacity needed on account of the increase in the amount of the traffic originating in the United States and destined for India and vice versa which is carried by that airline or which that airline can reasonably establish as its anticipated needs for the carriage of the traffic originating in the United States and destined for India and vice versa,

(2) In addition it was agreed that due consideration, which would vary with the facts in appropriate cases but which would not be taken to justify an amount of traffic between India and third countries which is excessive, would be given to:

(a) factors affecting the requirements of through airline operations including the effect which the growth of traffic to other points along the routes specified in the Agreement may have on the capacity offered in the United States-India market,

(b) the size of the United States-India air traffic market, its rate of growth, and the needs of the public for direct, as well as connecting services, and

(c) the total traffic between India and the United States carried by airlines foreign to both countries, and by other means; and

(3) Appropriate provision will be made for the carriage of such transit traffic as is disclosed by the trends of such traffic actually carried or which could be reasonably carried on flights making traffic stops in India, but the increase in capacity provided for such traffic will not be utilized for an amount of traffic between India and third countries and vice versa which is unreasonable.

9. By reason of the extensive discussions between the two Governments concerning the capacity to be provided by United States airlines and the complexity of the capacity problems pre-

sented by operations over the routes concerned, both Delegations recognized the necessity of having available accurate and more complete statistical data on the movement of traffic.

(1) Accordingly, the United States Delegation agreed that the United States Government would transmit to the Government of India statistical reports giving by alternate months the following data,

(a) True origin and destination of all traffic embarked or disembarked in India by the United States airlines, classified as to passengers, cargo and mail, and the points of embarkation and disembarkation of this traffic by such airlines. If such traffic originates in or is destined for a third country, the traffic will be broken down so as to show that which is competitive with the Indian airlines and that which is not.

(b) All transit traffic on United States airlines carried on flights making traffic stops in India.

(2) The Indian Delegation agreed that the Government of India, would upon request, transmit to the United States Government similar statistical reports giving for alternative months the traffic carried by its airlines to, from and across United States territory

(3) In addition, both countries agreed to work closely together in developing more adequate information as to the nature and growth of traffic between their territories.

10. It was agreed by both Delegations that the nature of air transportation, its expected rapid development, and the somewhat differing philosophies held by India and the United States with regard to achieving this development, make it essential that the arrangements discussed herein be subject to consultation at any time by the two countries in order to make certain that they provide a continuously satisfactory method of dealing with the subject matters described above.

11. If at any time agreement is not reached in consultation under the foregoing provisions of this note, either contracting party may notify the other of its intention to terminate the said provisions, and, in that event the said provisions shall terminate at the expiration of ninety days after the date of receipt of such notice, provided, however, that in such event, while each of the parties retains its freedom of action to terminate the Agreement in accordance with Article 16 thereof, both parties shall refrain from making any changes in the arrangements prevailing on the date of termination of the provisions of this note, until either (1)

such arrangements are modified by mutual agreement between the Parties or (2) the Agreement is terminated in accordance with Article 16 thereof.

12. Both Delegations noted their understanding that their Governments would be guided by the general conclusions set forth above."

I have the honour to request you kindly to confirm that this is also the understanding of the Government of India.

Sincerely yours,

FREDERIC P. BARTLETT
Charge d'Affaires ad interim

MISS LEILAMANI NAIDU, I. F. S.,

Director,

American Division,

Ministry of External Affairs,

Government of India,

New Delhi.

The Director, American Division, Ministry of External Affairs of India to the American Chargé d'Affaires ad interim

MINISTRY OF EXTERNAL AFFAIRS,
NEW DELHI.

February 3, 1956

DEAR MR. BARTLETT,

I have the honour to acknowledge the receipt of your letter dated the 3rd February 1956, stating that, with reference to the Air Transport Agreement signed today between the Government of India and the Government of the United States of America, the understanding of the Government of the United States of America with regard to the procedures agreed between the contracting parties in pursuance of Article 9 of the Agreement is as follows:-

"During the discussions between the Delegation of India and the Delegation of the United States which led to the conclusion of the Air Transport Agreement between the two countries, there was an extensive exploration of the air transport problems of the two countries. Important features of these problems were noted to be the great geographic distances separating the two countries and the fact that no air services are operated by an Indian carrier to the United States. The Delegation of

India presented to the United States Delegation its continued apprehensions with respect to the inauguration of such air services between the United States and India as might result in an undue effect upon the development of the international and regional services of the Indian airlines. The United States Delegation noted the concern of the Delegation of India and expressed confidence that by reason of the unique characteristics of the service between India and the United States, practical arrangements as described below could be made to give additional assurance to the Government of India that its interests in the orderly development of air transportation would be safeguarded. As an indication of these unique characteristics, mention was made of the complexity of adding new schedules over the 9,000 mile distance between the two countries and other elements of traffic and operations over the routes involved.

2. It was noted by both Delegations that under the temporary authorizations previously issued by the Government of India the level of service was at present two round trips per week for each of the two United States airlines serving India—Trans World Airlines and Pan American World Airways—and that upon the coming into force of the Agreement, the services under the operating permission would continue at that level until increased in accordance with the procedures set forth hereafter. The Indian Delegation stated that the Government of India would issue appropriate operating permits. It was agreed that if, while this Agreement is in force, at any time the Government of India designate an airline or airlines, such designated airline or airlines will be granted full operating permission pursuant to Article 3 of this Agreement.

3. The United States Delegation pointed out that under Article 12, the air services under the Agreement could be considered by the two nations at any time, and in order to facilitate such consideration the United States Government would notify the Government of India through diplomatic channels of any new schedule proposed by one of its carriers to serve India at least 90 days before the effective date of the new schedule. The United States Delegation stated that while the United States might notify the Government of India more than 90 days in advance, the 90-day period would be a minimum. The possibility, however, of sudden and unexpected traffic demands justifying an increase in frequency on less than 90 days notice was recognized, and the parties expressed the belief that in such an event they would be able through diplo-

matic channels to evolve a procedure which would deal adequately with the situation as it then exists.

4. Both Delegations noted the importance to the public and the carriers of having certainty as to the availability of services. To this end they agreed that any request for intergovernmental consideration of the proposed additional schedule should be made within 30 days of the date upon which the notification was received by the Government of India, and that any consultation should be started within 30 days of that request and completed as soon as possible thereafter. The Delegations agreed that at the consultations, in addition to all other matters to be brought forward by India and the United States, the parties would have relevant traffic statistics available. It was further agreed that such consultations would be held in India.

5. (A) Both Delegations recognized that if the consultations did not result in agreed conclusions, and if the notice of the increase is not withdrawn, the Government of India might withhold or modify or revoke the operating permission with respect to the increase in frequency which had been the subject of consultations.

(B) Furthermore, it was agreed that if an increase in frequency is established on the basis of estimates of anticipated traffic and subsequently in consultation asked for by the Government of India and held in accordance with Article 12 of the Agreement, it is determined that such estimates have not been substantially fulfilled within a reasonable time, then such increase would be withdrawn. It was recognized that an appropriate length of time would be allowed during which the airline, which made the increase in frequency, would seek to realise the anticipated traffic for which the increase in frequency was provided. It was likewise recognized that should consultations under this paragraph not result in agreed conclusions, the Government of India might modify or revoke the operating permission with respect to the increase in frequency which had been the subject of consultation.

(C) It was also agreed that action to withhold or modify or revoke an operating permission as provided for in paragraphs (A) and (B) above would not be subject to arbitration in accordance with Article 13 of the Agreement.

6. The Delegation of India referred to its unique geographical position which results in making India an airline crossroads with a large number of the world's airlines carrying traffic to and through India, and pointed out the difficult competitive

position in which the Indian airlines are presently placed, particularly in relation to the movement of their own third and fourth freedom traffic. Along the same line the Indian Delegation referred specifically to the operations of United States airlines, and pointed out the relatively low level of third and fourth freedom traffic and the relatively high level of fifth freedom traffic being carried by them. The Indian Delegation expressed its concern that the operations of foreign carriers result in impairing the economic development of Indian airlines. The United States Delegation recognized the unique position in which India is placed, as well as the concern expressed by the Indian Delegation as to the development of their air services.

7 The United States Delegation pointed out the high level of Indo-United States traffic and the substantial annual growth which is occurring, but indicated the difficulties with which their international airlines are faced in serving this traffic. In addition, the United States Delegation referred to the level of operations by the United States carriers on the long routes from the United States to India, and pointed out that by reason of this level of service, the United States airlines are losing the patronage of the public desiring service between India and the United States who are turning to the more frequent services offered by competing foreign carriers. It was the opinion of the United States Delegation that this traffic whether moving wholly by foreign carriers, or partially by foreign and partially by United States carriers, should receive consideration in assessing capacity. It was further observed that under all of these circumstances, particularly as they relate to routes of this length, the level of third and fourth freedom traffic is necessarily relatively low as the ends of the routes are approached, and correspondingly if an airline is to operate economically, the fifth freedom traffic must be relatively high. The Indian Delegation noted these difficulties.

8. The two Delegations discussed the application of Articles 6, 7, and 8 and reached the general conclusion that at present in the unique circumstances prevailing between India and the United States, in a consultation to consider a proposed increase in the capacity offered by United States airlines, both Governments would bear in mind the reciprocal objectives of assuring the orderly and economic development of both the Indian and United States airlines and make special application as follows -

(1) Any increase in frequency for United States airline will be required to be justified primarily for the provision of capacity

needed on account of the increase in the amount of the traffic originating in the United States and destined for India and vice versa which is carried by that airline or which that airline can reasonably establish as its anticipated needs for the carriage of the traffic originating in the United States and destined for India and vice versa.

(2) In addition it was agreed that due consideration, which would vary with the facts in appropriate cases but which would not be taken to justify an amount of traffic between India and third countries which is excessive, would be given to

- (a) factors affecting the requirements of through airline operations including the effect which the growth of traffic to other points along the routes specified in the Agreement may have on the capacity offered in the United States-India market,
- (b) the size of the United States-India air traffic market, its rate of growth, and the needs of the public for direct, as well as connecting services, and
- (c) the total traffic between India and the United States carried by airlines foreign to both countries, and by other means, and

(3) Appropriate provision will be made for the carriage of such transit traffic as is disclosed by the trends of such traffic actually carried or which could be reasonably carried on flights making traffic stops in India, but the increase in capacity provided for such traffic will not be utilised for an amount of traffic between India and third countries and vice versa which is unreasonable.

9. By reason of the extensive discussions between the two Governments concerning the capacity to be provided by United States airlines and the complexity of the capacity problems presented by operations over the routes concerned, both Delegations recognized the necessity of having available accurate and more complete statistical data on the movement of traffic.

(1) Accordingly, the United States Delegation agreed that the United States Government would transmit to the Government of India statistical reports giving by alternate months the following data.

- (a) True origin and destination of all traffic embarked or disembarked in India by the United States airlines, classi-

fied as to passengers, cargo and mail, and the points of embarkation and disembarkation of this traffic by such airlines. If such traffic originates in or is destined for a third country, the traffic will be broken down so as to show that which is competitive with the Indian airlines and that which is not.

(b) All transit traffic on United States airlines carried on flights making traffic stops in India.

(2) The Indian Delegation agreed that the Government of India would, upon request, transmit to the United States Government similar statistical reports giving for alternative months the traffic carried by its airlines to, from and across United States territory

(3) In addition, both countries agreed to work closely together in developing more adequate information as to the nature and growth of traffic between their territories.

10. It was agreed by both Delegations that the nature of air transportation, its expected rapid development, and the somewhat differing philosophies held by India and the United States with regard to achieving this development, make it essential that the arrangements discussed herein be subject to consultation at any time by the two countries in order to make certain that they provide a continuously satisfactory method of dealing with the subject matters described above.

11. If at any time agreement is not reached in consultation under the foregoing provisions of this note, either contracting party may notify the other of its intention to terminate the said provisions; and, in that event the said provisions shall terminate at the expiration of ninety days after the date of receipt of such notice, provided, however, that in such event, while each of the parties retains its freedom of action to terminate the Agreement in accordance with Article 16 thereof, both parties shall refrain from making any changes in the arrangements prevailing on the date of termination of the provisions of this note, until either (1) such arrangements are modified by mutual agreement between the Parties or (2) the Agreement is terminated in accordance with Article 16 thereof.

12. Both delegations noted their understanding that their Governments would be guided by the general conclusions set forth above."

2. I have the honour to confirm that the above represents also the understanding of the Government of India.

Yours sincerely,

LEILAMANI NAIDU

(Leilamani Naidu)

Director,

American Division.

Mr. FREDERIC P. BARTLETT,
Charge d'Affaires ad interim,
Embassy of the United States of America,
New Delhi.

AUSTRIA

Surplus Agricultural Commodities

*Agreement signed at Vienna February 7, 1956;
Entered into force February 7, 1956.*

AGRICULTURAL COMMODITIES

A G R E E M E N T

BETWEEN THE UNITED STATES OF AMERICA

AND THE REPUBLIC OF AUSTRIA

UNDER TITLE I OF THE

AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

68 Stat. 455.
7 U. S. C.
§§ 1701-1709.

The Government of the United States of
America and the Federal Government of Austria:

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

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

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

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Austria pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I
SALES FOR SCHILLINGS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for schillings of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Federal Government of Austria.

2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the schillings accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Federal Government of Austria. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Austria of the following commodities, in the values indicated during the United States fiscal year 1956, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Value</u> (Millions of Dollars)
Wheat	3.4
Feedgrains	6.1
Cotton	5.6
Tobacco	3.0
Lard	2.4
Canned and dried fruit	.3
Ocean transportation	<u>1.5</u>
Total	22.3

ARTICLE II
USES OF SCHILLINGS

1. The two Governments agree that schillings accruing to the Government of the United States as a consequence of sales made pursuant to this

Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities in Austria, and for other United States expenditures in Austria under subsections (a) and (f) of Section 104 of the Act, the schilling equivalent of \$5.8 million;
- (b) To purchase or contract to purchase in Austria materials under subsection (d) of Section 104 of the Act, the schilling equivalent of \$2,000,000;
- (c) For loans to the Federal Government of Austria to promote the economic development of Austria under Section 104 (g) of the Act, the schilling equivalent of \$14.5 million, subject to supplemental agreement between the two Governments.

In the event that schillings set aside for loans to the Federal Government of Austria are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the schillings for loan purposes or for any other purpose, the Government of the United States may use the schillings for any other purpose authorized by Section 104 of the Act.

2. The schillings accruing under this Agreement shall be expended by the Government of the United States for the purpose stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III
DEPOSIT OF SCHILLINGS

The amount of schillings to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into schillings at the rate of exchange generally applicable to import transactions (excluding imports granted a preferential rate) on the dates of dollar disbursements by the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV
GENERAL UNDERTAKINGS

1. The Federal Government of Austria agrees that it will take all possible measures to prevent the

resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among nations.

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

ARTICLE V
CONSULTATION

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

ARTICLE VI
ENTRY INTO FORCE

This Agreement shall enter into force
upon signature.

IN WITNESS WHEREOF, the respective
representatives, duly authorized for the purpose,
have signed the present Agreement in the English
and the German languages, both texts being
authentic.

Done at Vienna February 7, 1956

For the Government of the
United States of America
JAMES K. PENFIELD
[SEAL]

For the Federal Government
of Austria
JULIUS RAAB
[SEAL]

A B K O M M E N

ZWISCHEN DEN VEREINIGTEN STAATEN VON AMERIKA
UND DER REPUBLIK ÖSTERREICH
über
LANDWIRTSCHAFTLICHE GÜTER
entsprechend Titel I des
Agricultural Trade Development and Assistance Act

Die Regierung der Vereinigten Staaten von Amerika und die österreichische Bundesregierung haben

in Anerkennung der Tatsache, dass es wünschenswert ist, den Handel mit landwirtschaftlichen Produkten zwischen den beiden Ländern sowie mit anderen befreundeten Ländern in einer Weise auszuweiten, durch welche der normale Absatz dieser Waren durch die Vereinigten Staaten nichtersetzt noch die Weltmarktpreise dieser landwirtschaftlichen Produkte übermäßig gestört werden;

in Anbetracht dessen, dass der Bezug landwirtschaftlicher Überschussgüter aus der Produktion der Vereinigten Staaten gegen Schillinge zu einer derartigen Ausweitung des Handels beitragen wird;

in Anbetracht dessen, dass die Verwendung der als Folge solcher Käufe anfallenden Schillingbeträge in einer Weise erfolgen wird, die beiden Ländern zum Vorteil gereicht;

in dem Wunsche, die Abmachungen, welche für den Verkauf landwirtschaftlicher Überschussgüter an Österreich gemäss Titel I des Agricultural Trade Development and Assistance Act von 1954 gelten sollen, und die Massnahmen festzulegen, die die beiden Regierungen allein oder gemeinsam ergreifen werden, um die Ausweitung des Handels mit solchen Waren zu fördern;

folgende Vereinbarung getroffen:

ARTIKEL I
VERKÄUFE GEGEN SCHILLINGE

1. Vorbehaltlich der Erteilung und Annahme der in Absatz 2 dieses Artikels angeführten Beschaffungsermächtigungen erklärt sich die Regierung der Vereinigten Staaten von Amerika bereit, bis einschliesslich 30. Juni 1956 den Verkauf gewisser, gemäss Titel I des Agricultural Trade Development and Assistance Act aus 1954 als Überschuss

erklärter landwirtschaftlicher Güter gegen Schillinge an Käufer, die von der österreichischen Regierung dazu ermächtigt werden, zu finanzieren.

2. Die Regierung der Vereinigten Staaten wird vorbehaltlich der Annahme durch die österreichische Bundesregierung Beschaffungsermächtigungen aussstellen, welche Bestimmungen bezüglich des Verkaufes und der Lieferung von Waren, der Zeit und der näheren Umstände hinsichtlich des Erlages der als Folge solcher Verkäufe anfallenden Schillingbeträge einschliesslich anderer einschlägiger Angaben enthalten. Bestimmte Waren und Beträge, über die sich die beiden Regierungen provisorisch geeinigt haben, sind in Absatz 3 dieses Artikels angeführt.

3. Auf Grund der Bestimmungen des Titels I des genannten Gesetzes sowie des vorstehenden Abkommens übernimmt es die Regierung der Vereinigten Staaten, während des amerikanischen Fiskaljahres 1956 den Verkauf der folgenden Waren an Österreich im angegebenen Wert zu finanzieren:

<u>Ware:</u>	<u>Wert:</u> (Millionen Dollar)
Weizen	3,4
Futtergetreide	6,1
Baumwolle	5,6
Tabak	3,0
Schmalz	2,4
getrocknete und konservierte Früchte	0,3
Seetransport	<u>1,5</u>
Summe	22,3

ARTIKEL IIVERWENDUNG DER SCHILLINGBETRÄGE

1. Die beiden Regierungen kommen überein, dass die Regierung der Vereinigten Staaten die ihr als Folge von Verkäufen auf Grund des vorstehenden Abkommen zufließenden Schillingbeträge für die im folgenden benannten Zwecke und in der angegebenen Höhe verwenden wird:

- (a) Zur Entwicklung neuer Absatzmärkte für landwirtschaftliche Produkte der Vereinigten Staaten in Österreich sowie für andere Ausgaben der USA in Österreich gemäss Paragraph 104, Unterabschnitt (a) und (f) des Gesetzes, und zwar in Höhe des Schillinggegenwertes von 5,8 Millionen Dollar;

- (b) Zum Ankauf oder zum Abschluss von Verträgen für den Ankauf von Waren in Österreich gemäss Paragraph 104, Unterabschnitt (d) des Gesetzes, und zwar in Höhe des Schillinggegenwertes von § 2,000.000;
- (c) Für Anleihen an die österreichische Bundesregierung zur Förderung der wirtschaftlichen Entwicklung Österreichs gemäss Paragraph 104 (g) des Gesetzes, und zwar in Höhe des Schillinggegenwertes von § 14,5 Millionen, vorbehaltlich eines zusätzlichen Übereinkommens zwischen den beiden Regierungen. Sollten Schillingbeträge, die für Anleihen an die österreichische Bundesregierung bereitgestellt wurden, nicht innerhalb von drei Jahren, gerechnet vom Datum des vorstehenden Abkommens, in Anspruch genommen werden, weil die beiden Regierungen sich über die Verwendung der Schillingbeträge für Anleihen oder für einen anderen Zweck nicht einigen können, dann kann die Regierung der Vereinigten Staaten diese Schillingbeträge für jeden anderen, nach Paragraph 104 des Gesetzes zulässigen Zweck verwenden.

2. Die auf Grund des vorstehenden Abkommens anfallenden Schillingbeträge sind von der Regierung der Vereinigten Staaten für die in Absatz 1 des vorstehenden Artikels angegebenen Zwecke zu verwenden, und zwar in der Weise und in der Reihenfolge, wie dies von der Regierung der Vereinigten Staaten bestimmt wird.

ARTIKEL III

ERLAG VON SCHILLINGEN

Die zu Gunsten der Vereinigten Staaten zu erlegenden Schillingbeträge haben dem von der Regierung der Vereinigten Staaten rückerstatteten bzw. finanzierten Dollarverkaufswert der Waren, umgerechnet in Schillinge zu dem im Zeitpunkt der durch die Vereinigten Staaten jeweils geleisteten Dollarzahlungen allgemein geltenden Devisenkurs für Importgeschäfte (ausgenommen Importe, denen ein Vorzugskurs eingeräumt wird) zu entsprechen. In diesen Dollar-Verkaufswert sind auch die Seefracht und die Manipulationsgebühren, die von der Regierung der Vereinigten Staaten

rückerstattet oder finanziert werden, einzubeziehen, doch dürfen darin keine zusätzlichen Seefracht-kosten enthalten sein, die sich aus einer Forderung der Vereinigten Staaten ergeben, dass der Transport der Waren auf US-Schiffen zu erfolgen hat.

ARTIKEL IV
ALLGEMEINE VERPFLICHTUNGEN

1. Die österreichische Bundesregierung ist bereit, alle zweckentsprechenden Massnahmen zu treffen, um den Wiederverkauf oder die Weiterverfrachtung von landwirtschaftlichen Überschussgütern, die gemäss den Bestimmungen des vorstehenden Abkommens gekauft wurden, in andere Länder bzw. die Verwendung dieser Güter für andere als heimische Zwecke zu verhindern (ausser in Fällen, wo dem Wiederverkauf, der Weiterverfrachtung oder anderweitigen Verwendung von der Regierung der Vereinigten Staaten ausdrücklich zugestimmt wird).
2. Die beiden Regierungen kommen überein, entsprechende Vorkehrungen zu treffen, um dafür zu sorgen, dass die Verkäufe der Käufe von landwirt-

schaftlichen Überschussgütern im Rahmen des vorstehenden Abkommens die Weltmarktpreise für landwirtschaftliche Waren nicht übermäßig stören, den normalen Absatz dieser Waren durch die Vereinigten Staaten verdrängen oder die zwischenstaatlichen Handelsbeziehungen wesentlich beeinträchtigen.

3. Bei der Durchführung des vorstehenden Abkommens werden die beiden Regierungen bemüht sein, auf dem Gebiet des Handels Verhältnisse sicherzustellen, die dem Privathandel eine wirksame Erfüllung seiner Funktion ermöglichen, und alle Anstrengungen machen, um die ständige Nachfrage auf den Märkten für landwirtschaftliche Güter zu entwickeln und auszuweiten.

ARTIKEL V
KONSULTIERUNG

Die beiden Regierungen werden über Wunsch eines der beiden vertragschliessenden Teile einander in allen Angelegenheiten konsultieren, die die Anwendung des vorstehenden Abkommens oder die Durch-

führung von auf Grund des vorstehenden Abkommens getroffenen Regelungen betreffen.

ARTIKEL VI
INKRAFTTREten

Vorstehendes Abkommen tritt mit seiner Unterzeichnung in Kraft.

URKUND DESSEN wurde das vorstehende Abkommen von den bevollmächtigten Vertretern der beiden Regierungen in deutscher und englischer Sprache unterzeichnet, wobei beide Ausfertigungen als authentisch anzusehen sind.

Gegeben zu Wien February 7, 1956.

Für die Regierung
Vereinigten Staaten von Amerika
JAMES K. PENFIELD

Für die Österreichische
Bundesregierung
JULIUS RAAB

IRAN

Surplus Agricultural Commodities

*Agreement signed at Tehran February 20, 1956;
Entered into force February 20, 1956.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF IRAN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States and the Government of Iran;

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

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

Considering that the Iranian rials from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to the Government of Iran pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

Sales for Iranian Rials

1. Subject to the issuance and acceptance of the purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Iranian rials of certain agricultural commodities determined to be surplus pursuant to the Agri-

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

cultural Trade Development and Assistance Act of 1954 as amended, to the Government of Iran.

2. The United States Government will issue, within the terms of this agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Iranian rials accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of Iran. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two governments are listed in paragraph 3 of this Article.
3. The United States Government undertakes to finance the sale to the Government of Iran of the following commodities, in the amounts and approximate quantities indicated, during the United States fiscal year 1956, under the terms of Title I of the said Act of this Agreement:

<u>Commodity</u>	<u>Export Market Value (millions of dollars)</u>
Wheat (about 50,000 M. T.)	\$3. 9
Butter Oil (about 5,000 M. T.)	5. 5
Edible Fats and Oils (about 3,000 M. T.)	1. 4
Butter (about 500 M. T.)	. 5
Ocean Transportation (approx. fifty percent cost)	. 8
 Total	 \$12. 1

ARTICLE II

Uses of Iranian Rials

1. The two governments agree that the Iranian rials accruing to the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities, to finance international educational exchange activities in Iran, and for other United States expenditures in Iran under sub-sections (a), (f) and (h) for Section 104 of the Act, the Iranian rial equivalent of \$3.7 million.
- (b) To procure military equipment, materials, facilities and services for the common defense in accordance with sub-section (c) of Section 104 of the Act, the Iranian rial equivalent of \$5.9 million, subject to supplemental agreement between the two governments.

- (c) For loans to the Government of Iran to promote the economic development of Iran under Section 104 (g) of the Act, the rial equivalent of \$2.5 million subject to supplemental agreement between the two governments. In the event rials set aside for loans to the Government of Iran are not advanced within three years from the date of this agreement as a result of failure of the two governments to reach agreement on the use of the rials for loan purposes, or for any other purpose, the Government of the United States may use the rials for any other purpose authorized by Section 104 of the Act.
2. The Iranian rials accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

Deposit of Iranian Rials and Rate of Exchange

The deposit of Iranian rials in payment for the commodities if the letter of commitment method of direct financing is used will be made at the rate of exchange for U. S. dollars generally applicable to import transactions (excluding imports granted a preferential rate) on the dates of dollar disbursement by U. S. banks to the U. S. suppliers of the commodities. Deposits will be made by "approved applicants"; i. e., importer's banks in Iran, at the time such banks receive title documents showing the amount of dollar disbursement by U. S. banks. If Iran prefers to purchase the commodities on the reimbursement basis, deposits will be made when dollar reimbursement is received by Iran at the selling rate in effect on the date of reimbursement, as in the case of reimbursement for ocean freight financed separately.

ARTICLE IV

General Undertakings

1. The Government of Iran agrees that it will take all possible measures to prevent the resale or transshipment to other countries or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that the purchase of such commodities does not result

in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

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

4. The Government of Iran agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V

Consultation.

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

ARTICLE VI

Entry Into Force

This Agreement shall enter into force upon signature.

In Witness Whereof, The respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Tehran this 20th day of February 1956.

SELDEN CHAPIN

*Ambassador of the United
States of America*

G. FOROUHAR

Minister of Finance

JAPAN

Mutual Defense Assistance: Japanese Financial Contributions

Agreement modifying the agreement of July 12, 1955.

Effectuated by exchange of notes

Signed at Tokyo February 3, 1956;

Entered into force February 3, 1956.

資金の請求に当てるごとといたします。

貴国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本の現会計年度において日本国政府が提供すべき前記の増加金額に関する両政府間の取扱を構成するものと認めることといたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

昭和三十一年二月三日

日本国外務大臣



日本國駐在アメリカ合衆國特命全權大使

ジョン・M・アリソン 閣下

The Japanese Minister for Foreign Affairs to the American Ambassador^[1]

書簡をもつて啓上いたします。本大臣は、日本国政府が、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定の規定に従い日本の現会計年度において提供すべき金銭負担の額に関する両国政府間の取極を構成する本大臣と閣下との間の千九百五十五年七月十二日付の書簡の交換に言及する光榮を有します。

本大臣は、さらに、事情の変化にかんがみ、前記の金銭負担の額を現会計年度において三千八百万円（三八、〇〇〇、〇〇〇円）をこえない額だけ増加することを提案する光榮を有します。その増加金額が、それが提供された目的に現実に必要とされた額をこえたときは、その超過額は、現会計年度の後に行われるこの種の

¹ The English translation of the note is quoted in the United States note; *post*, p. 335.

*The American Ambassador to the Japanese Minister for
Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, February 3, 1956.

No. 1221

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of February 1,^[1] 1956, which reads in the English translation thereof as follows:

"I have the honour to refer to the exchange of notes between us of July 12, 1955, constituting an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the current Japanese fiscal year, pursuant to the provisions of the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.

TIAS 3314.
6 UST 2659.

TIAS 2957.
5 UST 661.

"In view of a change in circumstance, I have further the honour to propose that the amount of the cash contribution aforesaid shall be increased for the current fiscal year by a sum not to exceed thirty-eight million yen (¥38,000,000.). If such sum exceeds the amount actually needed for the purposes for which it was made available, the excess will be credited to subsequent requests for such funds.

"If the foregoing proposal is acceptable to your Government, this Note and Your Excellency's reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of the said increase to be made available by the Government of Japan for the current Japanese fiscal year.

"I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the renewed assurance of my highest consideration."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that your Note and this reply are considered as an arrangement between our two

¹ Should read "February 3."

Governments on the amount of the increase to be made available by the Government of Japan for the current Japanese fiscal year.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,

Minister for Foreign Affairs,

Tokyo.

TURKEY

Passport Visas

*Agreement effected by exchanges of notes
Dated at Washington June 27, August 8, September 27, and
October 11, 1955;
Entered into force October 11, 1955.*

The Turkish Ambassador to the Secretary of State

TURKISH EMBASSY
WASHINGTON, D. C.

The Turkish Ambassador presents his compliments to the Honorable the Secretary of State and has the honor to inform him that the Turkish Government, with a view to facilitating visits by United States citizens to Turkey, is proposing to abrogate, except in certain specified cases, the requirement of obtaining visas for all United States citizens in possession of a valid United States passport who wish to travel to Turkey for a period of stay not exceeding three months, applicable to multiple entries.

The Turkish Ambassador wishes to inquire, in this connection, whether it would be possible for United States authorities to consider, as a reciprocal measure, the elimination of the visas fees collected from Turkish citizens traveling to the United States—a measure which is understood to be in effect with respect to citizens of certain friendly and allied countries.

June 27, 1955



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

1222-155

The Secretary of State to the Turkish Ambassador

The Secretary of State presents his compliments to His Excellency the Ambassador of the Turkish Republic and has the honor to refer to the Embassy's note No. 1222-155 dated June 27, 1955 which states that the Turkish Government proposes to abrogate the requirement of visas in the cases of American citizens in possession of valid United States passports who wish to travel to Turkey and remain therein for a period of stay not exceeding three months. It is understood that no fees or other charges will be assessed or levied against such American citizens in connection with their admission into Turkey.

Upon the basis of the generous proposal made by the Turkish Government the Government of the United States will consider the question of issuing to eligible Turkish citizens nonimmigrant visas without fees and valid for multiple applications for entry for the various nonimmigrant classifications shown in the annexed schedule.

SCHEDULE OF NONIMMIGRANT VISA FEES

and

VALIDITY OF NONIMMIGRANT VISAS

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family.	A-1	Gratis	12 months	Multiple
Other foreign-government official or employee, and members of immediate family	A-2	Gratis	12 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes, and members of immediate family	A-3	Gratis	12 months	Multiple
Temporary visitor for business	B-1	Gratis	48 months	Multiple
Temporary visitor for pleasure	B-2	Gratis	48 months	Multiple
Alien in transit	C-1	Gratis	48 months	Multiple
Alien in transit to United Nations Headquarters District under §11 (3), (4), or (5) of the Headquarters Agreement	C-2	Gratis	12 months	Multiple

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
Foreign-government official, members of immediate family, attendant, servant, or personal employee, in transit	C-3	Gratis	12 months	Multiple
Crewman (seaman or airman)	D	Gratis	48 months	Multiple
Treaty merchant, spouse and children	E-1	Gratis	48 months	Multiple
Treaty investor, spouse and children	E-2	(NO TREATY IN EFFECT)		
Exchange Visitor	EX	Gratis	12 months	Single
Student	F	Gratis	48 months	Multiple
Principal resident representative of recognized foreign member government to international organization, his staff, and members of immediate family.	G-1	Gratis	12 months	Multiple
Other representative of recognized foreign member government to international organization, and members of immediate family	G-2	Gratis	12 months	Multiple
Representative of nonrecognized or non-member foreign government to international organization, and members of immediate family	G-3	Gratis	12 months	Multiple
International organization officer or employee, and members of immediate family	G-4	Gratis	12 months	Multiple
Attendant, servant, or personal employee of G-1, G-2, G-3, and G-4 classes, and members of immediate family	G-5	Gratis	12 months	Multiple
Temporary worker of distinguished merit and ability	H-1	Gratis	Period for which petition approved	Multiple
Other temporary worker, skilled or unskilled	H-2	Gratis	Period for which petition approved	Multiple
Industrial trainee	H-3	Gratis	Period for which petition approved	Multiple
Representative of foreign information media, spouse and children.	I	Gratis	48 months	Multiple

Upon notification of the Embassy's acceptance of the above schedule, the Department shall consider the understanding as being in effect as of a date to be mutually agreed upon by both Governments.

DEPARTMENT OF STATE,
Washington, August 8 1955

150.382/6-2755

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

TURKISH EMBASSY
WASHINGTON, D. C.

1629-244

SEPTEMBER 27, 1955

MY DEAR MR. SECRETARY,

I have the honor to refer to the recent conversations and correspondence between the Department of State and this Embassy relating to arrangements with regard to visas and visa fees, and in particular to your note No. 150.382/6-2755, dated August 8, 1955.

In this connection, I have the honor to confirm that the Turkish Government will abrogate the requirement of visas in the cases of American citizens in possession of valid United States passports who wish to travel to Turkey and remain therein for a period of stay not exceeding three months.

Accordingly, such American citizens will be free to travel to Turkey without the necessity of obtaining Turkish entry visas or of paying the fees and other charges levied in connection with the issuance of such visas.

It is understood that:

1. American citizens in possession of valid United States passports who have their residences in Turkey will also be exempt from the obligation of obtaining re-entry visas to Turkey, in the event of their traveling abroad.
2. The abrogation of the visa requirement does not exempt United States citizens coming to Turkey from the obligation of complying with the laws and regulations of Turkey regarding the entry, residence (temporary or permanent) and employment or occupation of foreigners.
3. Without prejudice to the provisions regarding passports, visas and visa fees of other agreements and arrangements between the United States and Turkey, American citizens in possession of valid United States passports who wish to travel to Turkey and remain therein for a period of stay longer than three months, or with the intent of establishing residence in Turkey, or with the

intent of practising a profession, or in pursuit of a gainful occupation or employment, shall be required to obtain appropriate visas in accordance with the laws and regulations in effect.

4. Turkish authorities reserve the right to refuse entry to or residence in Turkey to undesirable individuals.

It is also understood that the Government of the United States will issue to eligible Turkish citizens in possession of valid Turkish passports, who wish to travel to the United States, nonimmigrant visas without fees and valid for multiple applications for entry for the various nonimmigrant classifications shown in the schedule annexed hereto.

It is further understood that the present note and your acknowledgement thereof shall constitute an understanding between the Government of the United States and the Government of Turkey, which shall become effective on and after December 1, 1955, and shall remain in effect until the expiration of a period of thirty days from the date of notification by either one of the two Governments to the other of its intention of denouncing it.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

ILHAN SAVUT
Ilhan Savut
Charge d'Affaires a. i.

The Honorable,
JOHN FOSTER DULLES,
The Secretary of State,
The Department of State,
Washington, D. C.

SCHEDULE OF NONIMMIGRANT VISA FEES

and

VALIDITY OF NONIMMIGRANT VISAS

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family.	A-1	Gratis	12 months	Multiple
Other foreign-government official or employee, and members of immediate family	A-2	Gratis	12 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes, and members of immediate family	A-3	Gratis	12 months	Multiple
Temporary visitor for business	B-1	Gratis	48 months	Multiple
Temporary visitor for pleasure	B-2	Gratis	48 months	Multiple
Alien in transit	C-1	Gratis	48 months	Multiple
Alien in transit to United Nations Headquarters District under 11 (3), (4), or (5) of the Headquarters Agreement	C-2	Gratis	12 months	Multiple
Foreign-government official, members of immediate family, attendant, servant, or personal employee, in transit	C-3	Gratis	12 months	Multiple
Crewman (seaman or airman)	D	Gratis	48 months	Multiple
Treaty merchant, spouse and children	E-1	Gratis	48 months	Multiple
Treaty investor, spouse and children	E-2	(NO TREATY IN EFFECT)		
Exchange Visitor	EX	Gratis	12 months	Single
Student	F	Gratis	48 months	Multiple
Principal resident representative of recognized foreign member government to international organization, his staff, and members of immediate family	G-1	Gratis	12 months	Multiple
Other representative of recognized foreign member government to international organization, and members of immediate family	G-2	Gratis	12 months	Multiple

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
Representative of nonrecognized or non-member foreign government to international organization, and members of immediate family	G-3	Gratis	12 months	Multiple
International organization Officer or employee, and members of immediate family	G-4	Gratis	12 months	Multiple
Attendant, servant, or personal employee of G-1, G-2, G-3, and G-4 classes and members of immediate family	G-5	Gratis	12 months	Multiple
Temporary worker of distinguished merit and ability	H-1	Gratis	Period for which petition approved	Multiple
Other temporary worker, skilled or unskilled	H-2	Gratis	Period for which petition approved	Multiple
Industrial trainee	H-3	Gratis	Period for which petition approved	Multiple
Representative of foreign information media, spouse and children	I	Gratis	48 months	Multiple

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

DEPARTMENT OF STATE
WASHINGTON
October 11 1955

SIR:

I acknowledge the receipt of your note dated September 27, 1955 (1629-244), which refers to the Department's note of August 8, 1955, concerning the understanding with regard to the abolition of the visa requirement, but not the passport requirement, in the cases of certain American citizens proceeding to Turkey for a temporary period of stay, and to the issuance of gratis visas to certain eligible Turkish citizens who are classified as nonimmigrants.

The visa-issuing authorities of the United States are being instructed that on and after December 1, 1955, eligible Turkish citizens who qualify for a classification listed in the schedule included in the Department's note of August 8, 1955, will be

TIAS 3508

issued gratis nonimmigrant visas which may be valid for the period and for the number of applications shown for the classification in the schedule.

I invite your attention to the fact that the validity of a visa relates to the period within which it may be used in connection with an application for admission into the United States and not to the period of stay granted the bearer by the Immigration authorities at a port of entry. The period of each stay will, as at present, continue to be determined by the authorities at a port of entry.

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

For the Secretary of State:

GEO. V. ALLEN

Mr. ILHAN SAVUT,
*Charge d'Affaires ad interim
of the Turkish Republic.*

150.382/9-2755

FRANCE

Defense: Loan of Aircraft Carrier

Agreement amending the agreement of September 2, 1953.

Effectuated by exchange of notes

Signed at Washington February 3, 1956;

Entered into force February 3, 1956.

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE

WASHINGTON

February 3, 1956

EXCELLENCY:

I have the honor to refer to the agreement effected by an exchange of notes between our two Governments of September 2, 1953, concerning the loan by the Government of the United States to the Government of France of the small aircraft carrier "Belleau Wood" (CVL-24), and to recent conversations between representatives of our two Governments concerning the amendment of that agreement in order to provide an extension of such loan.

I wish to propose, as a result of such conversations, that paragraph 1 of the agreement be amended to read as follows:

"1. The Government of France will retain possession of and will use this carrier in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two Governments signed on January 27, 1950, and supplemented on January 5, 1952, for use in connection with a new French anti-submarine warfare group, which will be placed at the disposition of NATO [1] immediately should an armed attack, within the meaning of Article 5 of the North Atlantic Treaty, be made against any of the Parties to that Treaty "

TIAS 2907.
5 UST, pt. 1, p. 137.

TIAS 2012.
1 UST 34.
TIAS 2606.
3 UST, pt. 4, p. 4550.

TIAS 1964.
63 Stat., pt. 2, p.
2244.

I also propose that the first sentence of paragraph 2 of the agreement be amended to read as follows:

"This loan shall remain in effect until June 30, 1958."

¹ North Atlantic Treaty Organization.

If these amendments are acceptable to the Government of France, it is proposed that this note and your note in concurrence constitute an agreement between our two Governments, amending the agreement of September 2, 1953, effective on the date of your reply.

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

For the Secretary of State:

LIVINGSTON T. MERCHANT

His Excellency

MAURICE COUVE DE MURVILLE,

Ambassador of the French Republic.

The French Ambassador to the Secretary of State

AMBASSADE DE FRANCE
AUX ETATS-UNIS

299926

WASHINGTON, le 3 février 1956

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à votre lettre du 3 février concernant l'accord intervenu par échange de lettres entre nos deux gouvernements, le 2 septembre 1953, au sujet du prêt à la France, par le Gouvernement des Etats-Unis, du porte-avions léger "BELLEAU WOOD" (CVL-24), ainsi qu'aux récentes conversations qui ont eu lieu entre nos deux gouvernements pour modifier cet accord en vue de la prolongation de ce prêt.

A la suite de ces conversations Vous avez bien voulu proposer que le paragraphe I de cet accord soit modifié pour être rédigé de la manière suivante:

"1) Le Gouvernement français conservera ledit porte-avions en sa possession et pour son usage, conformément aux conditions du Pacte de Défense et d'Assistance Mutuelle conclu entre nos deux gouvernements le 27 janvier 1950 et modifié le 5 janvier 1952, pour l'utiliser en liaison avec un nouveau groupe français d'action anti-sousmarine qui sera mis à la disposition de l'OTAN au cas où une attaque armée, aux termes de l'article 5 du Traité de l'Atlantique nord, serait effectuée contre l'une des Parties à ce Traité".

Vous avez également proposé que la première phrase du paragraphe 2 du même accord soit modifiée pour être rédigée comme suit:

"Ce prêt est consenti jusqu'au 30 juin 1958".

J'ai l'honneur de vous faire savoir que ces modifications reçoivent l'agrément du Gouvernement français et de vous faire connaître l'accord de celui-ci pour que la lettre que Votre Excellence m'a fait tenir et la présente lettre que je lui adresse en réponse soient considérées comme constituant, entre nos deux gouvernements, un accord modifiant celui du 2 septembre 1953, et entrant en vigueur à la date de la présente lettre./.

Veuillez agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

M COUVE DE MURVILLE

Son Excellence

Monsieur JOHN FOSTER DULLES,
Secrétaire d'Etat,
Département d'Etat,
Washington, D. C.

Translation

EMBASSY OF FRANCE
IN THE
UNITED STATES

290026

WASHINGTON, February 3, 1956

MR. SECRETARY OF STATE:

I have the honor to refer to your note of February 3 concerning the agreement, effected by an exchange of notes between our two Governments on September 2, 1953, regarding the loan to France, by the Government of the United States, of the light aircraft carrier *Belleau Wood* (CVL-24), and to the recent conversations between our two Governments for the purpose of amending that agreement in order to extend the loan.

As a result of those conversations you were good enough to propose that paragraph 1 of the agreement be amended to read as follows:

"(1) The Government of France will retain possession of the said aircraft carrier for its use in accordance with the conditions of the Mutual Defense Assistance Agreement concluded between our two Governments on January 27, 1950, and amended on January 5, 1952, for use in connection with a new French anti-submarine action group, which will be placed at the disposition of NATO should an armed attack, within the meaning of Article 5 of the North Atlantic Treaty, be made against any of the Parties to that Treaty."

You also proposed that the first sentence of paragraph 2 of the same agreement be amended to read as follows:

"This loan is granted to June 30, 1958."

I have the honor to inform you that these amendments are acceptable to the French Government and to apprise you of its agreement that the note which Your Excellency has transmitted to me and this note which I am sending you in reply shall be considered as constituting an agreement between our two Governments amending that of September 2, 1953, and entering into force on the date of this note.

Accept, Mr Secretary of State, the renewed assurances of my very high consideration.

M COUVE DE MURVILLE

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Department of State,
Washington, D. C.

SPAIN

Surplus Agricultural Commodities

*Agreement signed at Madrid March 5, 1956;
Entered into force March 5, 1956.*

*Post, pp. 437, 597,
3057, 3061, 3065.*

AGRICULTURAL COMMODITIES AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND SPAIN
UNDER TITLE I OF THE
AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

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

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

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

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

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Spain pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I
SALES FOR PESETAS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Spanish pesetas of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Spain.

2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the pesetas accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Spain. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Spain of the following commodities, in the values indicated, during the United States fiscal year 1956, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Value (Millions)</u>
Soybean oil and/or cottonseed oil	\$25.0
Cotton	24.5
Feedgrains	2.3
Tobacco	2.0
Linseed oil	0.1
Tallow and/or grease	1.0
Hams	2.0
Pork products	1.4
Cotton linters	0.3
Potatoes	1.4
Ocean transportation	4.8
	<u>\$64.8</u>

ARTICLE II
USES OF PESETAS

1. The two Governments agree that pesetas accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities in Spain, financing international educational exchange activities in Spain, and for other United States expenditures in Spain under subsections (a), (f) and (h) of Section 104 of the Act, the peseta equivalent of \$26.0 millions;
- (b) For loans to the Government of Spain to promote the economic development of Spain under Section 104(g) of the Act, the peseta equivalent of \$38.8 million, subject to supplemental agreement between the two Governments. In the event that pesetas set aside for loans to the Government of Spain are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the pesetas for loan purposes or for any other purpose, the Government of the United States may use the pesetas for any other purpose authorized by Section 104 of the Act.

2. The pesetas accruing under this Agreement shall be expended by the Government of the United States for the purpose stated in paragraph I of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III
DEPOSIT OF PESETAS

The amount of pesetas to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted under the present Spanish exchange system into pesetas at the free market rate on the dates of dollar disbursements by the United States or U. S. banks on behalf of the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

In case of a change in the Spanish exchange system, the rate will be determined by negotiation.

ARTICLE IV
GENERAL UNDERTAKINGS

1. The Government of Spain agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or use for other than domestic purposes (except where such resale, transhipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the importation of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

ARTICLE V
CONSULTATION

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

ARTICLE VI
ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

Done at Madrid on the 5th of March, 1956.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA:

JOHN DAVIS LODGE

FOR THE GOVERNMENT
OF SPAIN:

ALBERTO MARTÍN ARTAJO.

ACUERDO SOBRE PRODUCTOS AGRICOLAS ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA AL AMPARO DEL TITULO I DE LA LEY SOBRE EL DESARROLLO DEL COMERCIO AGRICOLA Y ASISTENCIA.

El Gobierno de España y el Gobierno de los Estados Unidos de América.

Reconociendo que es deseable la expansión del comercio en productos agrícolas entre ambos países y con otras naciones amigas de manera que no desplace los mercados usuales de los Estados Unidos para dichos productos ni perturbe indebidamente los precios mundiales de los mismos;

Considerando que la compra en pesetas de excedentes agrícolas producidos en los Estados Unidos contribuirá a dicha expansión;

Considerando que las pesetas producidas por dichas compras se utilizarán de un modo beneficioso para ambos países;

Deseando exponer las bases que regirán las ventas a España de excedentes agrícolas en consonancia con el Título I de la Ley - sobre Desarrollo del Comercio Agrícola y Asistencia de 1.954, así como las medidas que los dos Gobiernos tomarán individual y colectivamente para llevar a cabo la expansión del comercio de dichos productos;

Han convenido lo siguiente:

ARTICULO I

VENTA EN PESETAS

1.- El Gobierno de los Estados Unidos de América, previa - la emisión y aceptación de las autorizaciones de compra a que se - refiere el párrafo 2 de este Artículo, se compromete a financiar - con anterioridad al 30 de Junio de 1.956 la venta en pesetas a com- pradores autorizados por el Gobierno español de ciertos productos agrícolas que hayan sido definidos como excedentes en consonancia con el Título I de la Ley sobre desarrollo del Comercio Agrícola y

Asistencia de 1.954.

2.- El Gobierno de los Estados Unidos emitirá autorizaciones de compra que incluirán cláusulas relativas a la venta y entrega de los productos, el momento y circunstancias del depósito de las pesetas producidas por dichas ventas y otros puntos relevantes, sometiéndose a la aceptación del Gobierno español. En el párrafo 3 del presente Artículo se relacionan algunos productos y cantidades con respecto a los cuales se ha llegado a un acuerdo de principio entre ambos Gobiernos.

3.- El Gobierno de los Estados Unidos se compromete a financiar la venta a España de los siguientes productos por los valores indicados durante el año fiscal de Estados Unidos 1.956 y en consonancia con las disposiciones del Título I de la mencionada Ley y de este Acuerdo:

<u>Producto</u>	<u>Cantidad (Millones)</u>
Aceite de soja y/o aceite de semilla de algodón	\$ 25.0
Algodón	24.5
Forrajes	2.3
Tabaco	2.0
Aceite de linaza	0.1
Sebo y/o grasa	1.0
Jamones	2.0
Productos porcinos	1.4
Patatas	1.4
Linters	0.3
Fletes	4.8
<hr/>	
	\$ 64.8

ARTICULO II

UTILIZACION DE LAS PESETAS

1.- Ambos Gobiernos acuerdan que las pesetas que correspondan al Gobierno de los Estados Unidos como consecuencia de las ventas realizadas según el presente Acuerdo se utilizarán por dicho Gobierno para los siguientes fines y en la cuantía que a continuación se indica:

- a) Para ayudar al desarrollo de nuevos mercados en España — para productos agrícolas de los Estados Unidos, financiar actividades de intercambio educativo internacional en España y para otros gastos en España de los Estados Unidos según las sub-secciones a), f) y h) de la Sección 104 de la Ley, el equivalente en pesetas de 26 millones de dólares.
- b) Para préstamos al Gobierno español destinados a fomentar el desarrollo económico de España según la Sección 104 g)

de la Ley, el equivalente en pesetas de 38.8 millones de dólares, con sujeción al Acuerdo complementario que se firme entre ambos Gobiernos. En el caso en que las pesetas destinadas a préstamos al Gobierno español no se utilicen dentro de un plazo de tres años a partir de la fecha de este Acuerdo como consecuencia de no haber llegado ambos Gobiernos a un acuerdo sobre el uso de las pesetas destinadas a los citados préstamos o a cualquier otro fin, el Gobierno de los Estados Unidos podrá utilizar las pesetas para cualquier otra finalidad autorizada por la Sección 104 de la Ley.

2.- Las pesetas producidas en consonancia con el presente Acuerdo, serán empleadas por el Gobierno de los Estados Unidos para los fines señalados en el párrafo 1 de este Artículo del modo y con el orden de preferencia que el Gobierno de los Estados Unidos determine.

ARTICULO III

DEPOSITO EN PESETAS

La suma de pesetas que haya de depositarse a cuenta de los Estados Unidos, será el valor en dólares de la venta de los productos reembolsados o financiados por el Gobierno de los Estados Unidos convertido en pesetas según el sistema actual español de cambios al tipo del mercado libre en las fechas de los desembolsos en dólares realizados por los Estados Unidos o por Bancos de los Estados Unidos en nombre de este país. Dicho valor en dólares de las ventas incluirá el flete y los gastos de manipulación reembolsados o financiados por el Gobierno de los Estados Unidos, pero no incluirá ningún gasto suplementario de fletes que resulte de las condiciones establecidas por los Estados Unidos sobre transporte de los productos en buques de bandera americana.

En el caso de que se modifique el sistema español de cambios, el tipo se determinará mediante negociación.

ARTICULO IV

OBLIGACIONES GENERALES

1.- El Gobierno español conviene que adoptará todas las medidas posibles para impedir la reventa o transbordo a otros países o el uso para otros fines distintos de los nacionales (excepto cuando tal reventa, transbordo o uso hubieren sido específicamente aprobados por el Gobierno de los Estados Unidos) de los excedentes agrícolas comprados con arreglo a las disposiciones de este Acuerdo, así como para asegurar que la importación de tales productos no resulte en una mayor disponibilidad de los mismos o de otros similares a favor de naciones no amigas de los Estados Unidos.

2.- Ambos Gobiernos convienen que adoptarán precauciones razonables para asegurarse que todas las ventas o compras de productos agrícolas excedentes celebradas en consonancia con el presente

Acuerdo no perturbarán indebidamente los precios mundiales de los productos agrícolas, no desplazarán los mercados usuales de los Estados Unidos para dichos productos ni perjudicarán materialmente las relaciones comerciales entre las naciones del mundo libre.

3.- Al ejecutar el presente Acuerdo, ambos Gobiernos tratarán de asegurar condiciones comerciales que permitan a los comerciantes privados actuar de una manera efectiva y harán lo posible para desarrollar y extender la demanda continuada del mercado para productos agrícolas.

ARTICULO V

CONSULTA

Ambos Gobiernos, a petición de cualquiera de ellos, se consultarán con respecto a cualquier asunto relacionado con la aplicación del presente Acuerdo o con el funcionamiento de los arreglos que se lleven a cabo como consecuencia del mismo.

ARTICULO VI

ENTRADA EN VIGOR.

El presente Acuerdo entrará en vigor el día de su firma.

En testimonio de lo cual los respectivos representantes, — debidamente autorizados a tal fin, han firmado el presente Acuerdo hecho en Madrid a 5 de marzo de 1.956.

Por el Gobierno español

ALBERTO MARTÍN ARTAJO.

Por el Gobierno de los
Estados Unidos de América

JOHN DAVIS LODGE

PERU

Naval Mission

*Agreement extending the agreement of July 31, 1940,
as extended.*

Effectuated by exchange of notes

*Signed at Washington January 27 and March 14, 1956;
Entered into force March 14, 1956.*

The Peruvian Ambassador to the Secretary of State

PERUVIAN EMBASSY
WASHINGTON 6, D. C.

Nº 5-3-M/23

JANUARY 27, 1956

EXCELLENCY:

The Agreement between the Government of Peru and the Government of Your Excellency providing for the assignment of a United States Naval Mission to my country, which was extended on January 31, 1952, for a period of four years, is expiring on July 31, 1956. In Paragraph 3 of the Agreement it is stated that its renewal should be effected six months prior to the date of expiration.

Upon instructions of my Government, I have the honour to inform Your Excellency that it is the desire of the Peruvian Government to renew the Agreement and in order to comply with the terms of Paragraph 3 it is hoped that the renewal, if agreeable to the United States Government, could be extended for a period of four years ending July 31, 1960.

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

F BERCKEMEYER

His Excellency

JOHN FOSTER DULLES

*Secretary of State
Washington, D. C.*

The Acting Secretary of State to the Peruvian Ambassador

DEPARTMENT OF STATE

WASHINGTON

March 14, 1956

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 5-3-M/23 of January 27, 1956 which expresses the desire of your Government to extend for an additional period of four years the Naval Mission Agreement of July 31, 1940 which has been extended on three previous occasions for periods of four years each by exchanges of notes dated January 31, February 9, and March 21 and 31, 1944; January 12 and March 2, 1948; [¹] and January 18 and March 24, 1952.

EAS 177.
54 Stat. 2344.

EAS 396.
58 Stat. 1220.
TIAS 2504.
3 UST, pt. 3, p. 8745.

I am pleased to inform you that the Government of the United States of America agrees to the extension of the Agreement for a further period of four years effective as of July 31, 1956.

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

For the Acting Secretary of State:

CECIL B. LYON

His Excellency

Senor Don FERNANDO BERCKEMEYER,
Ambassador of Peru.

¹ Not printed.

PAKISTAN

Surplus Agricultural Commodities

Agreement amending article II of the agreement of January 18, 1955.

Signed at Karachi February 9 and 25, 1956;

Entered into force February 25, 1956.

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
KARACHI, PAKISTAN
February 9, 1956

EXCELLENCY:

I have the honour to refer to the Agreement between the Government of Pakistan and the Government of the United States of America on Surplus Agricultural Commodities under Title I of the Agricultural Trade, Development and Assistance Act of 1954, which was concluded in Karachi on 18 January, 1955.

I shall be pleased if your Excellency will confirm my understanding, as a result of consultations recently undertaken between representatives of our two Governments, that it will be in the mutual interests of our Governments to amend Article II of the Agreement by revising the approximate amounts of local currency (derived from the sale of commodities under the Agreement) which should be used for the purposes stated in Article II and that the approximate amount to be available to procure military equipment, materials, facilities and services for the common defense should be increased in order to permit the immediate purchase at normal U. S. export market prices by the Government of Pakistan of certain commodities agreed to be used by the military forces of the Government of Pakistan.

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3184.
6 UST 507.

The Honorable
SYED AMJAD ALI
Minister of Finance
Government of Pakistan
Karachi

(359)

TIAS 3512

It is understood, therefore, in consideration of the above premises, that Article II of the Agreement shall be, from the date that your Excellency may confirm these understandings for the Government of Pakistan, deemed amended and shall read as follows:

"USES OF LOCAL CURRENCY"

"1. The two Governments agree that rupees accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used for the following purposes in the approximate amounts shown:

"To help develop new markets for United States agricultural commodities on a mutually benefiting basis; \$1.6 million

"To procure military equipment, materials, facilities and services for the common defense; \$14.86 million

"To pay United States obligations in Pakistan; \$2.94 million

"For loans to promote multilateral trade and economic development, made through established banking facilities of the friendly nation from which the foreign currency was obtained or in any other manner which the President may deem appropriate. Strategic materials, services, or foreign currencies may be accepted in payment of such loans; \$10.0 million

"2. The rupees accruing under this agreement shall be expended for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine after discussion with the Government of Pakistan."

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

HORACE A. HILDRETH

Horace A. Hildreth

Ambassador

S. AMJAD ALI

Syed Amjad Ali

Minister for Finance

Dated, *February 25, 1956*

INDONESIA

Surplus Agricultural Commodities

*Agreement signed at Djakarta March 2, 1956;
And exchanges of notes signed at Djakarta March 2 and 5, 1956;
Entered into force March 2, 1956.*

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

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

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

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

Considering that the Indonesian rupiah accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understanding which will govern the sales of agricultural commodities to Indonesia pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR INDONESIAN RUPIAH

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, and subject to the provisions of paragraph 4 of this Article, the Government of the United States of America undertakes to finance on or before

June 30, 1957, the sale for Indonesian rupiah of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, to purchasers authorized by the Government of Indonesia.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Indonesian rupiah accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Indonesia. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Indonesia of the following commodities, in the export market values indicated, during the United States fiscal years 1956 and 1957 under the terms of Title I of the said Act and of this Agreement:

<i>Commodity</i>	<i>Value (million dollars)</i>
Rice	35.8
Wheat flour	5.0
Tobacco	15.0
Cotton	11.0
Cotton (for processing abroad)	25.0
Ocean transportation	4.9
<hr/>	
Total	96.7

The two Governments agree that of the total value provided for herein, purchase authorizations will incorporate a supplemental agreement in which the time of financing and shipment of each commodity will be specified.

4. The two Governments agree that the issuance of purchase authorizations for tobacco, providing for purchases after June 30, 1956, shall be dependent upon the determination by the United States that such commodity is in surplus supply at that time. The United States Government shall have the right to terminate the financing of further sales under this agreement of any commodity if it determines at any time after June 30, 1956, that such action is necessitated by the existence of an international emergency.

ARTICLE IIUSES OF INDONESIAN RUPIAH

1. The two Governments agree that Indonesian rupiah accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities, for the purpose of increasing trade between the two countries on a mutually beneficial basis, for international educational exchange, and for other United States expenditures in Indonesia under subsections (a), (b), (f), and (h) of Section 104 of the Act, the Indonesian rupiah equivalent of \$19.3 million. The United States Government agrees that Indonesian rupiah accruing to the United States Government under this agreement shall not be spent for the above purposes in any way which would displace normal United States purchases of Indonesian commodities.
- (b) For loans to the Government of Indonesia to promote the economic development of Indonesia in consonance with the Indonesian Government's overall plans of development under Section 104 (g) of the Act, the Indonesian rupiah equivalent of \$77.4 million, subject to supplemental agreement between the two Governments. In the event that Indonesian rupiah set aside for loans to the Government of Indonesia are not advanced within five years from the date of this agreement as a result of failure of the two Governments to reach agreement on uses of the Indonesian rupiah for loan purposes or for any other purpose, the Government of the United States may use the Indonesian rupiah for any other purpose authorized by Section 104 of the Act.

2. The Indonesian rupiah accruing under this Agreement shall be expended by the Government of the United States for purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE IIIDEPOSITS AND WITHDRAWALS OF INDONESIAN RUPIAH

The amount of rupiah to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into rupiah at the official rate of exchange on the dates of

dollar disbursements by the United States. In the case of commodities subject to TPI levies an amount equal to 10% of the official rate of exchange of the dollar shall be added to the amount of rupiah to be deposited. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Indonesia agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.
4. The Government of Indonesia agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Djakarta this second day of March, 1956

For the Government of the United States of America:

HUGH S CUMMING, Jr.

Hugh S. Cumming, Jr.,

Ambassador Extraordinary and Plenipotentiary

For the Government of Indonesia:

IDE ANAK AGUNG GDE AGUNG

Dr. Ide Anak Agung Gde Agung,

Minister for Foreign Affairs

The American Ambassador to the Indonesian Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Djakarta, March 2, 1956

No. 363

EXCELLENCY:

With reference to the agreement for the purchase of surplus agricultural commodities between the United States of America and the Republic of Indonesia signed today at Djakarta, I have the honor to inform Your Excellency that the United States Government understands that the Government of Indonesia agrees that the provisions of the last sentence of Article II, paragraph 1 (a), of the Agreement do not preclude the use by the United States Government of Indonesian rupiahs accruing pursuant to the provisions of the Agreement for the purpose set forth in Section 104 (f) of the Agricultural Trade Development and Assistance Act.

Upon receipt of a note from Your Excellency confirming the understanding of the United States Government as set forth above, the United States Government will consider that this note and your reply thereto constitute an integral part of the Agreement between the two Governments which we have signed today.

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

HUGH S. CUMMING, Jr.

His Excellency

IDE ANAK AGUNG GDE AGUNG,
Minister for Foreign Affairs,
Djakarta.

The Indonesian Minister for Foreign Affairs to the American Ambassador

KEMENTERIAN LUAR NEGERI
REPUBLIK INDONESIA

DJAKARTA, *March 5, 1956.*—

EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's note dated March 2, 1956, which reads as follows:

" With reference to the agreement for the purchase of surplus agricultural commodities between the United States of America and the Republic of Indonesia signed today at Djakarta, I have the honor to inform Your Excellency that the United States Government understands that the Government of Indonesia agrees that the provisions of the last sentence of Article II, paragraph 1 (a), of the Agreement do not preclude the use by the United States Government of Indonesians rupiahs accruing pursuant to the provisions of the Agreement for the purpose set forth in Section 104 (f) of the Agricultural Trade Development and Assistance Act."

I have the honour to confirm that the understanding of Your Government as stated in the above-quoted note is correct and that said note and this note in reply constitute an integral part of the Agreement signed on March 2, 1956.

Please accept, Excellency, the renewed assurance of my highest consideration.—

IDE ANAK AGUNG GDE AGUNG

(Dr Ide Anak Agung Gde Agung)
Minister for Foreign Affairs.

His Excellency

Mr. HUGH S. CUMMING Jr.

*Ambassador of the United
States of America in Indonesia
Djakarta.—*

The Indonesian Minister for Foreign Affairs to the American Ambassador

KEMENTERIAN LUAR NEGERI
REPUBLIK INDONESIA [¹]

DJAKARTA, *March 2nd, 1956.*—

MR. AMBASSADOR:

With reference to the Surplus Commodities Agreement under P. L. 480 between the United States and Indonesia, I have the honour to inform you that the Indonesian Government agrees:

I. to arrange for the purchase with its own resources from the United States during each of the fiscal years 1956 and 1957 of the following amounts of each of the commodities included in the Agreement:

tobacco	\$5 million
cotton	17,000 bales
wheat flour	25,000 metric tons wheat equivalent

II. to arrange for the purchase with its own resources during each of the fiscal years 1956 and 1957 of wheat flour of 150,000 tons wheat equivalent, including the 25,000 metric tons from the United States.

Please accept, Mr. Ambassador, the assurances of my highest consideration.—

IDE ANAK AGUNG GDE AGUNG
(Dr. Ide Anak Agung Gde Agung)
Minister for Foreign Affairs.

[SEAL]

THE
AMBASSADOR OF THE
UNITED STATES OF AMERICA
Djakarta.—

¹ Ministry for Foreign Affairs
Republic of Indonesia

The American Ambassador to the Indonesian Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Djakarta, March 2, 1956

No. 364

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note dated March 2, 1956, which reads as follows:

"With reference to the Surplus Commodities Agreement under PL-480 between the United States and Indonesia, I have the honour to inform you that the Indonesian Government agrees:

I. to arrange for the purchase with its own resources from the United States during each of the fiscal years 1956 and 1957 of the following amounts of each of the commodities included in the Agreement:

tobacco	\$5 million
cotton	17,000 bales
wheat flour	25,000 metric tons wheat equivalent

II. to arrange for the purchase with its own resources during each of the fiscal years 1956 and 1957 wheat flour of 150,000 metric tons wheat equivalent including 25,000 metric tons from the United States."

I have the honour to confirm that the understandings between your Government and mine as stated in the above-quoted note are correct.

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

HUGH S. CUMMING, Jr.

His Excellency

Dr. IDE ANAK AGUNG GDE AGUNG,
Minister of Foreign Affairs
of the Republic of Indonesia.

FEDERAL REPUBLIC OF GERMANY

Narcotic Drugs: Exchange of Information for Control of Illicit Traffic

*Arrangement replacing the arrangement of December 24, 1927,
and February 14, 1928.*

Effectuated by exchange of notes

*Dated at Washington January 17 and August 24, 1955, and
March 7, 1956;*

Entered into force March 7, 1956.

*The Diplomatic Mission of the Federal Republic of Germany to the
Department of State*

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
1742-44 R STREET, NORTHWEST
WASHINGTON 9, D. C.

The Diplomatic Mission of the Federal Republic of Germany presents its compliments to the Department of State and has the honor to draw its attention to the following:

The Government of the Federal Republic is desirous to resume the direct exchange of information between the authorities in charge of the control of illicit traffic in narcotic drugs. It, therefore, suggests to abrogate and replace the "Agreement Regarding the Direct Exchange of Information Between the Services in Charge of Control of the Traffic in Narcotic Drugs", concluded between the German Reich and the United States of America by exchange of notes on December 24, 1927, and February 14, 1928,[¹] which was suspended due to war events, by a new arrangement of the following contents:

(1) A direct exchange of information and evidence with reference to persons engaged in the illicit traffic in narcotic drugs shall take place between the United States Treasury Department and the Bundeskriminalamt in Germany. This exchange would include such information as criminal records, photographs, fingerprints, description of wanted persons and of the methods

¹ League of Nations Treaty Series 79:235.

which they have been found to use as well as the places from which they have operated, the partners they have worked with, etc.

(2) The immediate and direct forwarding of information by letter or cable between the United States Treasury Department and the Federal Republic of Germany as to the suspected transport of the narcotic drugs or the travel of persons involved in smuggling drugs, whenever such transport or travel may concern the other country.

(3) A cooperation between the Bundeskriminalamt and the United States Treasury Department according to the legal provisions of their countries; this also refers to the nationals of the own country.

(4) Reciprocal renunciation of refunding of costs which may arise out of the cooperation between the United States Treasury Department and the Bundeskriminalamt.

This arrangement shall also be applicable to the Land Berlin unless the Government of the Federal Republic will make a contrary declaration to the Government of the United States of America within three months after the agreement came into force.

The Officers of the Bundeskriminalamt who on behalf of the German Federal Government are in charge of the cooperation with the United States Treasury Department, are:

- 1) Regierungs-und Kriminaldirektor KOPF
and
- 2) Oberregierungs-und Kriminalrat SCHEUERMANN as
his deputy.

The addresses are:

Postal address: Bundeskriminalamt,
Tränkweg, Wiesbaden

Telegram address: Interpol
Wiesbaden.

In order to facilitate the procedure the Federal Government proposes that this note, together with the reply of the United States Government, be regarded as the agreement of the two Governments concerning the effectiveness of the above mentioned arrangement.

WASHINGTON,
the 17th of January 1955.

5.7

The Department of State to the Embassy of the Federal Republic of Germany

The Department of State refers to the note of the Embassy of the Federal Republic of Germany dated January 17, 1955 proposing the direct exchange of information relating to the illicit traffic in narcotic drugs.

It is the understanding of the Government of the United States of America that the last clause in numbered paragraph (3) of the above-mentioned note is intended to provide that the United States Department of the Treasury and the Bundeskriminalamt will each co-operate in investigating nationals of either country.

It is further understood that the paragraph of the note which relates to Land Berlin shall be construed as providing for the transmission and receipt of information respecting Land Berlin between the United States Department of the Treasury and the Bundeskriminalamt of the Federal Republic of Germany rather than any government agency in Land Berlin.

The Government of the United States of America agrees to the new arrangement as proposed in the above-mentioned note of January 17, 1955 and as interpreted in the foregoing paragraphs and further agrees that such arrangement shall replace the arrangement regarding the direct exchange of information between the services in charge of control of the traffic in narcotic drugs, which was concluded by exchange of notes at Berlin on December 24, 1927 and February 14, 1928.

The Officers of the United States Department of the Treasury who, on behalf of the Government of the United States, are in charge of co-operation with the Bundeskriminalamt in this matter are:

Harry J. Anslinger,
Commissioner of Narcotics,
Department of the Treasury,
Washington, D. C.
and

George W. Cunningham,
Deputy Commissioner of Narcotics,
Department of the Treasury,
Washington, D. C.

Since the United States Bureau of Narcotics now has an office in Rome, the exchange as a matter of routine may be conducted through its district supervisor in Rome: Mr. Charles Siragusa, c/o American Embassy, Rome, Italy.

It is proposed that, upon the receipt of a note from the Government of the Federal Republic of Germany confirming the understandings of the Government of the United States as set forth in the second and third paragraphs of this note, such note, together with the present note and the note of January 17, 1955, shall be regarded as constituting the arrangement between our two Governments with respect to this matter

DEPARTMENT OF STATE,
Washington, August 24 1955

611.62A9/1-1755

The Embassy of the Federal Republic of Germany to the Department of State

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

The Embassy of the Federal Republic of Germany refers to its note of January 17, 1955 and the note from the Department of State dated August 24, 1955 concerning the exchange of information relating to the illicit traffic in narcotic drugs.

The Government of the Federal Republic of Germany confirms the understandings of the Government of the United States as set forth in the second and third paragraphs of the note of August 24, 1955.

It is understood that the present note together with the note of January 17, 1955 and the note of the Department of State of August 24, 1955 shall be regarded as constituting the arrangement between our two Governments with respect to this matter

It may be added that the Senate of Berlin and the Allied Commandantur have declared their consent to the extension of the arrangement to the Land Berlin.

WASHINGTON, D. C. *March 7, 1956*

302088

Re

PAKISTAN

Surplus Agricultural Commodities

*Agreement signed at Karachi March 2, 1956;
Entered into force March 2, 1956.*

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

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

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

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

Considering that the Pakistan rupees accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Pakistan pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR PAKISTAN RUPEES

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Pakistan rupees of rice deter-

mined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, to purchasers authorized by the Government of Pakistan.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of rice, the time and circumstances of deposit of the Pakistan rupees accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Pakistan. The amount of rice, with respect to which tentative agreement has been reached by the two governments, is stated in paragraph three of this Article.

3. The United States Government undertakes to finance the sale to Pakistan of rice in the export market value of \$16.9 million, including the estimated cost of ocean transportation of the 50 per cent of the rice required to be shipped on United States flag vessels, during the United States fiscal year 1956 under the terms of Title I of the said Act and of this Agreement.

ARTICLE II

USE OF PAKISTAN RUPEES

1. The two governments agree that Pakistan rupees accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- a. For payment of United States expenses in Pakistan including agricultural market development, international education exchange activities, and expenses of other United States agencies in Pakistan in accordance with sub-sections A, F, and H of Section 104 of the Act, the Pakistan rupee equivalent of \$3.4 million.
- b. To procure military equipment, materials, facilities and services for the common defense in accordance with sub-section C of section 104 of the Act, subject to supplemental agreement between the two governments, the Pakistan rupee equivalent of \$11.0 million.
- c. For loans to the Government of Pakistan to promote the economic development of Pakistan under section 104G of the Act, the Pakistan rupee equivalent of \$2.5 million subject to supplemental agreement between the two governments. In the event rupees set aside for loans to the Government of Pakistan are not advanced within three years

from the date of this Agreement as a result of failure of the two governments to reach agreement on the use of the rupees for loan purposes, or for any other purpose authorized by Section 104 of the Act, the Government of the United States may use the rupees for any such other purpose.

2. The rupees accruing under this agreement shall be expended for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine after discussion with the Government of Pakistan.

ARTICLE III

DEPOSITS

The amount of local currency to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into Pakistan rupees at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) on the dates of dollar disbursement by the United States or U. S. banks on behalf of the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, but shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Pakistan agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, will not unduly disrupt world

prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

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

4. The Government of Pakistan agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

Done at Karachi in duplicate, this 2nd day of March, 1956.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

HORACE A. HILDRETH

Horace A. Hildreth
*Ambassador of the
United States of America
in Pakistan*

FOR THE GOVERNMENT OF
PAKISTAN:

S. AMJAD ALI

Amjad Ali
Minister for Finance

[SEAL]

[SEAL]

KOREA

Surplus Agricultural Commodities

*Agreement with exchange of notes
Signed at Seoul March 13, 1956;
Entered into force March 13, 1956.*

Post, pp. 2509, 2863.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States and the Government of Korea:

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

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

Considering that the Korean hwan from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Korea pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

Sales for Korean Hwan

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Korean hwan of certain agricultural

68 Stat. 455.
7 U.S.C. §§ 1701-1709.

commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, to the Government of Korea.

2. The United States Government will issue, within the terms of this agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the hwan accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of Korea. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two governments are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Korea of the following commodities, in the amounts and approximate quantities indicated, during the United States fiscal year 1956, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Export Market Value Millions of Dollars</u>
Cotton (about 45,000 bales)	\$7.8
Wheat (about 102,000 M/Ts)	6.4
Barley (about 257,000 M/Ts)	11.5
Tobacco (about 4 mil lbs)	2.0
Canned Pork	8.0
Edible Fats and Oils	3.0
Dairy Products	1.0
Sub-Total	39.7
Ocean Transportation	4.1
TOTAL	\$43.8

ARTICLE II

Use of Hwan

1. The two governments agree that the hwan accruing to the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) For US expenditures in Korea under subsection (f) of Section 104 of the Act, the hwan equivalent of \$4.4 million.
- (b) To procure military equipment, materials, facilities and services for the Korean defense forces in accordance with sub-section (c) of Section 104 of the Act, the hwan equivalent of \$39.4 million.

2. The hwan accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

Deposit of Hwan and Rate of Exchange

1. The amount of hwan to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into hwan at the rate for dollar exchange at which the United States armed forces have obtained hwan on the date of dollar disbursement or the nearest preceding date. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, but shall not include any extra cost of ocean freight resulting from a United States requirement that 50% of the commodities be transported on United States flag vessels.

ARTICLE IV

General Undertakings

1. The Government of Korea agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that its purchase of such commodities does not result in increased availability of those or like commodities to nations unfriendly to the United States.

2. The two governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

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

4. The Government of Korea agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V

Consultation

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

ARTICLE VI

Entry into Force

This Agreement shall enter into force upon signature.

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

Done at Seoul this 13th day of March, 1956.

FOR THE GOVERNMENT
OF THE
UNITED STATES OF AMERICA:
CARL W STROM
Carl W. Strom
Charge d'Affaires ad interim

FOR THE GOVERNMENT
OF THE
REPUBLIC OF KOREA:
YUH WAN-CHANG
Yuh Wan-chang
Minister of Reconstruction

*The American Charge d'Affaires ad interim to the Korean Minister
of Reconstruction*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
SEOUL, KOREA,
March 13, 1956.

MY DEAR MR. MINISTER:

In reference to the Agricultural Commodities Agreement between our two governments, signed today, I should like to state my understanding that:

1. The Republic of Korea will purchase during the present fiscal year approximately \$50 million worth of surplus agricultural commodities under Section 402 of Public Law 665.

66 Stat. 848.
22 U.S.C. § 1922.

2. The Republic of Korea will maintain a minimum working stock level of 95,000 bales of cotton as long as United States aid funds finance the total cotton imports to meet consumption requirements.

3. Korean flour mills will be able to provide hwan financing for the wheat to be imported under the Agreement and that the flour produced for such wheat will be for increased consumption and not for stocks and thus will not interfere with the usual marketings for wheat in FY 1957.

4. The ROK will maintain any increase in grain stocks (as of November 1, 1956) which might result from the sales of barley under the Agreement, so as not to interfere with the usual marketings for grain in FY 1957.

5. The \$4.1 million included for ocean freight covers the costs of ocean freight for 50% of the tonnage of each commodity included in the Agreement which, by law, must be carried on privately-owned U.S. flag vessels. It is further understood that the Republic of Korea will finance the ocean freight on the approximately 50% of the tonnage of each commodity which will not be required to be carried on U.S. flag vessels.

6. The ROK Government will provide U.S. authorities, upon request, data relative to the arrival and unloading of commodities, statements of progress toward fulfillment of commitments contained in the Agreement and other pertinent information.

7. The commitment of the U.S. Government with respect to commodities is in terms of dollar values and not quantities. The quantity figures contained in the Agreement are rough approximations based on current market prices. It is further understood that actual prices will be agreed upon between buyers and sellers.

I should appreciate a statement of your agreement with the understandings set forth above.

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

Sincerely yours,

CARL W. STROM

Carl W. Strom

Charge d'Affaires ad interim

His Excellency

YU WAN-CH'ANG,

*Minister of Reconstruction,
Republic of Korea.*

*The Korean Minister of Reconstruction to the American Charge
d'Affaires ad interim*

Minstry of Reconstruction
REPUBLIC OF KOREA

MARCH 13, 1956

MY DEAR MR. STROM:

In reference to your letter of today's date relative to the Agricultural Commodities Agreement also signed today, I wish to state that I agree with the understandings set forth in your letter.

Again, I would like to express herewith my deep appreciation to your strenuous efforts made for the signing of this agreement which would be very helpful for the stabilization of our economy.

Yours very sincerely,

WAN CHANG YUH

Wan Chang Yuh

*Minister,
Ministry of Reconstruction*

The Honorable CARL W. STROM

Charge d'Affaires ad interim

American Embassy

Seoul, Korea

TURKEY

Surplus Agricultural Commodities

*Agreement signed at Ankara March 12, 1956;
Entered into force March 12, 1956.*

Post, p. 847.

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

The Government of the United States of America and the Government of the Turkish Republic:

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

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

Considering that the Turkish lira accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Turkey pursuant to Title I of the Agricultural Development and Assistance Act of 1954, as amended, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

Sales for Turkish Lira

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Turkish lira of certain

*68 Stat. 455.
7 U.S.C. §§ 1701-1709.*

agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, to purchasers authorized by the Government of the Turkish Republic.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Turkish lira accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of the Turkish Republic. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.
3. The United States Government undertakes to finance the sale to the Turkish Republic of cottonseed oil and/or soybean oil in the export market value of \$4.0 million, including the estimated 50% cost of ocean transportation required to be shipped on U. S. flag vessels, during the U. S. fiscal year 1956 under the terms of Title I of the said Act and of this Agreement:

ARTICLE II

Uses of Turkish Lira

1. The two Governments agree that Turkish lira accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:
 - (i) For payment of U. S. expenses in Turkey including International Educational Exchange activities, agricultural market development, and expenses of other U. S. agencies in Turkey in accordance with subsections (a), (f) and (h) of Section 104 of the Act: the Turkish lira equivalent of \$2.0 million.
 - (ii) For loans for economic development under subsection (g) of Section 104 of the Act: the Turkish lira equivalent of \$2.0 million.
2. The Turkish lira accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

Deposits of Turkish Lira

1. The amount of local currency to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into Turkish lira at the rate of exchange for U. S. dollars generally applicable to import transactions (excluding imports granted a preferential rate) on the dates of dollar disbursement by the United States or U. S. banks on behalf of the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, but shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

General Undertakings

1. The Government of the Turkish Republic agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.
4. The Government of the Turkish Republic agrees to furnish, upon request of the Government of the United States, informa-

tion on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V

Consultation

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

ARTICLE VI

Entry into Force

This Agreement shall enter into force upon signature.

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

Done at Ankara, Turkey, in duplicate, in the English language, this twelfth day of March, 1956.

For the Government of the
United States of America

Foy D KOHLER

Foy D. Kohler
Chargé d'affaires ad Interim

[SEAL]

For the Government of the
Republic of Turkey

MELIH ESENBEL

Melih Esenbel, *Secretary General*
The Organization for International Economic Cooperation

[SEAL]

THAILAND

Sale and Purchase of Tin Concentrates

Agreement supplementing the agreement of November 14, 1955.

*Signed at Bangkok March 12, 1956;
Entered into force March 12, 1956.*

**An Agreement for the Sale and Purchase of Tin Concentrates Between
The Government of the United States of America and The Govern-
ment of Thailand**

The provisions of Articles III, IV, VI and VII of the agreement for the sale and purchase of tin concentrates between the Government of the United States of America and the Government of Thailand signed November 14, 1955, shall apply to the sale and purchase of such quantities of tin contained in concentrates, additional to the quantity specified in Articles I and II of that agreement, as may be purchased by the Federal Facilities Corporation in Thailand during the term of that agreement, in the same manner as such provisions would apply if such additional quantities had been specified in Articles I and II.

TIAS 3413.
6 UST 3983.

In witness whereof, the undersigned, duly authorized representatives for the purposes, have affixed their respective signatures to this Agreement.

Done in Bangkok, Thailand, in duplicate, this 12th day of March 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[SEAL]

MAX W. BISHOP

Max W. Bishop

Ambassador of the United States of America

FOR THE GOVERNMENT OF THAILAND

[SEAL]

WAN WAITHAYAKON
KROMMÙN NARADHIP BONGSPRABANDH

H. R. H. Prince Wan Waithayakon
Krommun Naradhip Bongsprabandh
Minister of Foreign Affairs

IRAN

U. S. Military Mission With the Imperial Iranian Gendarmerie

*Agreement extending the agreement of November 27, 1943,
as amended and extended.*

Effectuated by exchange of notes

*Signed at Tehran February 13, 1956;
Entered into force February 13, 1956.*

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



وزارت امور خارجه

اداره چهارم سیاست
شماره ۸/۷۸۶۹
تاریخ ۱۳ فروردین ۱۳۴۲
پیوست

جناب آفای سفیر کبیر

عینک پذیراً در تاریخ ۲۷ نوامبر ۱۹۴۳ اصلاح شده بیان
دولت‌نشانها هن ایران و دوستانشورها ای مشهد آمن تاریخ به مدت نشانی
کشورها متحده در زاند از مری شاهنشاهی هن ایران دنیا دارد تزاره ادمیور تا
۲۹ اسفند ۱۳۳۶ (۲۰ مارس ۱۹۵۸) شدید شود دولت‌نشانها هن ایران
این پادشاهی استراحتیمه با شیخ جناب عالی در حکم تجدید تزاره ادمیور خواهند
نمود من

با تقدیر و احترام عالیه
وزیر امور خارجه - دکتر اردلان

جناب سلکن چن پهن
سفیر بزرگ آمریکا - تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

DEPARTMENT . . . FOURTH POLITICAL

No. 7868 Date . . . 11/23/1334 [FEBRUARY 13, 1956]

HIS EXCELLENCY THE AMBASSADOR:

Referring to the Agreement dated November 27, 1943, as ^{EAS 361; TIAS 1841, 2946, 3207.}
 revised, between the Imperial Government of Iran and the Government of the United States of America concerning the United States Military Mission with the Imperial Gendarmerie of Iran, it is requested that the above-mentioned Agreement be extended until Esfand 29, 1336 (March 20, 1958). The Government of Iran will consider this memorandum, supplemented by Your Excellency's reply thereto, as a renewal of the Agreement.

Respectfully,

DR. ARDALAN
Minister of Foreign Affairs

His Excellency

SELDEN CHAPIN,

*American Ambassador,
 Tehran.*

The American Ambassador to the Iranian Minister of Foreign Affairs

AMERICAN EMBASSY
Tehran, Iran, February 13, 1956

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 7868 of February 13, 1956, the translation into English of the substantive parts of its Persian text being as follows:

"Referring to the Agreement dated November 27, 1943, as revised, between the Imperial Government of Iran and the Government of the United States of America, concerning the United States Military Mission with the Imperial Iranian Gendarmerie, it is requested that the above mentioned agreement be extended until Esfand 29, 1336 (March 20, 1958). The Imperial Government of Iran will consider this memorandum, supplemented by Your Excellency's reply thereto, as the renewal of the Agreement."

TIAS 3519

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the extension of the Agreement of November 27, 1943, referred to in Your Excellency's note, for a further period of two years as proposed in Your Excellency's note, and also considers that note, together with this reply, as constituting extension of the Agreement.

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

SELDEN CHAPIN

His Excellency,
ALI QOLI ARDALAN,
Minister of Foreign Affairs,
Tehran.

IRAN

Military Mission

*Agreement extending the agreement of October 6, 1947,
as revised and extended.*

Effectuated by exchange of notes

*Signed at Tehran February 13, 1956;
Entered into force February 13, 1956.*

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



وزارت امور خارجه

اداره چهارم سپاهان ...
سازه ۷۸۹۷/۶
تاریخ ۲۳ زریان ۱۳۳۶ (۲ مارس ۱۹۵۸) مدد
یوس

حنا آنای سعیر کیم

خط فوایندنامه موح ۱۹۴۷ بین دو دولت ایران و
دولت کشورهای متحده آمریکا راجع به هسته‌دانی آمریکا در ایران محترما پیش‌مداد
می‌باشد که موافقنامه مذبور را تاریخ ۱۲۹ (۱۳۳۶ مارس ۱۹۵۸) مدد
سود

دولت ایران این مفاد این نامه و با سعی حنا مال را مسوان مدد موافقنامه
تلغیف دارد سود مُن

مأتمدیم احسر امادانه
روزگور ارجمند نکرارد لان

حنا آنای سلدن چپ بین
سعیر کیم آمریکا
تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

DEPARTMENT . . . FOURTH POLITICAL

No. 7867

Date . . . 11/23/1334 [FEBRUARY 13, 1956]

HIS EXCELLENCY THE AMBASSADOR:

TIAS 1866.
61 Stat., pt. 3,
p. 8306.

Referring to the Agreement dated October 6, 1947,[¹] between the Imperial Government of Iran and the Government of the United States of America concerning the American Military Mission with the Army of Iran, it is respectfully proposed that the above-mentioned Agreement be extended until Esfand 29, 1336 (March 20, 1958).

The Imperial Government of Iran will consider the contents of this letter and Your Excellency's reply thereto as a renewal of the Agreement.

Respectfully,

DR. ARDALAN
Minister of Foreign Affairs

His Excellency

SELDEN CHAPIN,
American Ambassador,
Tehran.

The American Ambassador to the Iranian Minister of Foreign Affairs

AMERICAN EMBASSY
Tehran, Iran, February 13, 1956

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 7867 of February 13, 1956, the translation into English of the substantive parts of its Persian text being as follows:

"Referring to the Agreement dated October 6, 1947, between the Imperial Government of Iran and the Government of the United States of America, concerning the American Military Mission with the Iranian Army, it is respectfully proposed that the above mentioned Agreement be extended until Esfand 29, 1336 (March 20, 1958).

"The Imperial Government of Iran will consider the contents of this note and Your Excellency's reply thereto, as the renewal of the Agreement."

¹ See also TIAS 1924, 2068, and 2947; 63 Stat., pt. 3, p. 2430; 1 UST 415; 5 UST, pt. 1, p. 546.

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the extension of the Agreement of October 6, 1947, referred to in Your Excellency's note, for a further period of two years as proposed in Your Excellency's note, and also considers that note, together with this reply, as constituting extension of the Agreement.

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

SELDEN CHAPIN

His Excellency,

ALI QOLI ARDALAN,
Minister of Foreign Affairs,
Tehran.

MULTILATERAL

North Atlantic Treaty Co-operation Regarding
Atomic Information

*Agreement signed at Paris June 22, 1955;
Entered into force March 29, 1956.*

ACCORD

ENTRE LES ETATS PARTIES

AU TRAITE DE L'ATLANTIQUE NORD

SUR LA COOPERATION

DANS LE DOMAINE

DES RENSEIGNEMENTS ATOMIQUES

AGREEMENT

BETWEEN THE PARTIES

TO THE NORTH ATLANTIC TREATY

FOR CO-OPERATION

REGARDING ATOMIC INFORMATION

**ACCORD ENTRE LES ETATS PARTIES AU TRAITE
DE L'ATLANTIQUE NORD SUR LA COOPERATION DANS
LE DOMAINE DES RENSEIGNEMENTS ATOMIQUES**

PREAMBULE

Les Etats Parties au Traité de l'Atlantique Nord, signé à Washington le 4 avril 1949,

Reconnaissant que leur sécurité et leur défense mutuelles exigent qu'ils soient prêts à faire face aux risques de guerre atomique,

Reconnaissant également qu'il est de leur intérêt commun que des renseignements s'y rapportant soient mis à la disposition de l'Organisation du Traité de l'Atlantique Nord,

Considérant la Loi américaine de 1954 sur l'Energie Atomique, qui a été élaborée à cette fin,

Agissant tant en leur nom qu'au nom de l'Organisation du Traité de l'Atlantique Nord,

Sont convenus de ce qui suit:

ARTICLE PREMIER

1. Aussi longtemps que l'Organisation du Traité de l'Atlantique Nord apportera des contributions substantielles et matérielles aux efforts communs de défense, le Gouvernement des Etats-Unis d'Amérique mettra de temps à autre à la disposition de cette Organisation, y compris de ses organismes civils et militaires et de ses commandements militaires, des renseignements atomiques que le Gouvernement des Etats-Unis d'Amérique jugera nécessaires pour:

- (a) l'élaboration des plans de défense;
- (b) l'entraînement du personnel à l'emploi des armes atomiques et à la défense contre ces armes;
- (c) l'évaluation du potentiel d'ennemis éventuels en ce qui concerne l'emploi des armes atomiques.

AGREEMENT BETWEEN THE PARTIES TO THE NORTH
ATLANTIC TREATY FOR CO-OPERATION REGARDING
ATOMIC INFORMATION

PREAMBLE

The Parties to the North Atlantic Treaty, signed at Washington on 4th April, 1949,

TIAS 1984.
68 Stat., pt. 2,
p. 2241.

Recognising that their mutual security and defence requires that they be prepared to meet the contingencies of atomic warfare, and

Recognising that their common interests will be advanced by making available to the North Atlantic Treaty Organization information pertinent thereto, and

Taking into consideration the United States Atomic Energy Act of 1954, which was prepared with these purposes in mind,

68 Stat. 919.
42 U.S.C. §§ 2011
et seq.

Acting on their own behalf and on behalf of the North Atlantic Treaty Organization,

Agree as follows:

ARTICLE I

1. While the North Atlantic Treaty Organization continues to make substantial and material contributions to the common defence efforts, the United States will from time to time make available to the North Atlantic Treaty Organization, including its civil and military agencies and commands, atomic information which the Government of the United States of America deems necessary to:

- (a) the development of defence plans;
- (b) the training of personnel in the employment of and defence against atomic weapons; and
- (c) the evaluation of the capabilities of potential enemies in the employment of atomic weapons.

2. Au sens où il est utilisé dans le présent Accord, et dans la mesure où il concerne les renseignements fournis par les Etats-Unis, le terme "renseignements atomiques" signifie les renseignements faisant l'objet d'une diffusion restreinte, tels qu'ils sont définis à la Section 11 r de la Loi américaine de 1954 sur l'Energie Atomique dont la communication est autorisée aux termes des dispositions de la Section 144 b de cette Loi, ainsi que les renseignements concernant principalement l'utilisation militaire des armes atomiques, qui ont été retirés de la catégorie des renseignements faisant l'objet d'une diffusion restreinte conformément aux dispositions de la Section 142 d de la Loi américaine de 1954 sur l'Energie Atomique.

3. Toute communication par le Gouvernement des Etats-Unis d'Amérique de renseignements atomiques s'effectuera conformément aux dispositions de la Loi américaine de 1954 sur l'Energie Atomique et des lois américaines ultérieures sur cette question. En vertu de cet Accord, il ne sera fait aucun transfert d'armes atomiques ni de matériel nucléaire spécial, au sens où ils sont définis aux Sections 11 d et 11 t de la Loi américaine de 1954 sur l'Energie Atomique. (Les textes des Sections de la Loi américaine de 1954 sur l'Energie Atomique visés aux paragraphes 2 et 3 ci-dessus sont repris en Annexe au Présent Accord).

ARTICLE II

1. Les renseignements atomiques communiqués à l'Organisation du Traité de l'Atlantique Nord seront transmis par les voies utilisées actuellement pour la communication à l'Organisation du Traité de l'Atlantique Nord de renseignements militaires assortis d'une classification de sécurité.

2. Seront seuls autorisés à recevoir directement des renseignements atomiques les membres du personnel de l'Organisation du Traité de l'Atlantique Nord qui, en raison de leurs fonctions, doivent y avoir accès. Aucune diffusion de ces renseignements ne pourra être faite à l'intérieur de l'Organisation, si ce n'est aux seules personnes obligées de les connaître en raison des responsabilités qui leur incombent au sein de l'Organisation du Traité de l'Atlantique Nord. Ces renseignements ne seront communiqués par l'Organisation du Traité de l'Atlantique Nord ni à des personnes non autorisées, ni

2. As used in this Agreement so far as concerns information provided by the United States, "atomic information" means Restricted Data, as defined in Section 11 r of the United States Atomic Energy Act of 1954, which is permitted to be communicated pursuant to the provisions of Section 144 b of that Act, and information relating primarily to the military utilisation of atomic weapons which has been removed from the Restricted Data category in accordance with the provisions of Section 142 d of the United States Atomic Energy Act of 1954.

3. All transfers by the Government of the United States of America of atomic information will be made in compliance with the provisions of the United States Atomic Energy Act of 1954, and subsequent applicable United States legislation. Under this Agreement there will be no transfers of atomic weapons or special nuclear material, as these terms are defined in Section 11 d and Section 11 t of the United States Atomic Energy Act of 1954. (The Sections of the United States Atomic Energy Act of 1954 referred to in paragraphs 2 and 3 of this Article are attached).

Post, p. 409.

ARTICLE II

1. Atomic information which is transferred to the North Atlantic Treaty Organization will be made available through the channels now existing for providing classified military information to the North Atlantic Treaty Organization.

2. Only those persons within the North Atlantic Treaty Organization whose duties require access to atomic information may be the original recipients of such information. Atomic information will be authorised for dissemination within the North Atlantic Treaty Organization only to persons whose North Atlantic Treaty Organization responsibilities require them to have access to such information. Information will not be transferred by the North Atlantic Treaty Organization to unauthorised

hors du domaine où s'exerce son autorité. Le Gouvernement des Etats-Unis d'Amérique pourra stipuler dans quelle mesure l'une des catégories de renseignements qu'ils auront fournis pourra être communiquée et spécifier la catégorie de personnes qui pourront avoir accès à ces renseignements et imposer telles autres restrictions qu'ils jugeront nécessaires en ce qui concerne la diffusion de ces renseignements.

ARTICLE III

1. Les renseignements atomiques bénéficieront de toute la protection de sécurité prévue par les règlements et procédures de sécurité de l'Organisation du Traité de l'Atlantique Nord et par les lois et règlements nationaux applicables à ces renseignements. En aucun cas, les détenteurs de ces renseignements ne leur appliqueront des normes de sécurité inférieures à celles qui sont stipulées dans les règlements de sécurité appropriés de l'Organisation du Traité de l'Atlantique Nord ayant effet à la date où le présent Accord entrera en vigueur.

ARTICLE IV

1. Les renseignements atomiques communiqués par le Gouvernement des Etats-Unis d'Amérique conformément à l'Article Premier du présent Accord seront utilisés exclusivement pour la préparation et l'exécution des plans de défense de l'Organisation du Traité de l'Atlantique Nord.

2. L'Organisation du Traité de l'Atlantique Nord communiquera de temps à autre des rapports au Gouvernement des Etats-Unis d'Amérique sur l'usage qui aura été fait de ces renseignements. Ces rapports fourniront les précisions demandées par le Gouvernement des Etats-Unis d'Amérique et contiendront en particulier une liste des personnes en possession de certaines catégories de renseignements conformément aux dispositions du paragraphe 2 de l'Article II, et une liste des documents communiqués.

persons or beyond the jurisdiction of that Organization. The Government of the United States of America may stipulate the degree to which any of the categories of information made available by it may be disseminated, may specify the categories of persons who may have access to such information, and may impose such other restrictions on the dissemination of information as it deems necessary.

ARTICLE III

1. Atomic information will be accorded full security protection under applicable North Atlantic Treaty Organization regulations and procedures, and where applicable, national legislation and regulations. In no case will recipients maintain security standards for the safeguarding of atomic information lower than those set forth in the pertinent North Atlantic Treaty Organization security regulations in effect on the date this Agreement comes into force.

ARTICLE IV

1. Atomic information which is transferred by the Government of the United States of America pursuant to Article I of this Agreement shall be used exclusively for the preparation of and in implementation of North Atlantic Treaty Organization defence plans.

2. The North Atlantic Treaty Organization will from time to time render reports to the Government of the United States of America of the use which has been made of the information. These reports will contain pertinent information requested by the Government of the United States of America and will in particular contain a list of the persons possessing certain categories of information, in accordance with the provisions of paragraph 2 of Article II, and a list of the documents which have been transferred.

ARTICLE V

1. Les Etats Parties au Traité de l'Atlantique Nord autres que les Etats-Unis mettront à la disposition de l'Organisation du Traité de l'Atlantique Nord, dans la mesure où elles le jugeront nécessaire, les renseignements qui entreront dans les mêmes catégories que ceux communiqués par les Etats-Unis aux termes de l'Article I du présent Accord. La communication de ces renseignements s'effectuera dans des conditions identiques ou équivalentes à celles prévues par le présent Accord pour les renseignements communiqués par les Etats-Unis.

ARTICLE VI

1. Le présent Accord entrera en vigueur dès que tous les Etats Parties au Traité de l'Atlantique Nord auront notifié au Gouvernement des Etats-Unis d'Amérique qu'ils sont liés par les termes du présent Accord.

2. Si un Etat accède au Traité de l'Atlantique Nord, aucun renseignement transmis à l'Organisation du Traité de l'Atlantique Nord en vertu du présent Accord ne sera communiqué à un ressortissant quelconque du nouveau membre de l'Organisation du Traité de l'Atlantique Nord ou à toute personne employée par ce nouveau membre, avant que le gouvernement de celui-ci n'ait notifié au Gouvernement des Etats-Unis d'Amérique qu'il se trouve lié par les termes du présent Accord; dès cette notification, le présent Accord entrera en vigueur en ce qui concerne le nouveau membre.

3. Le Gouvernement des Etats-Unis d'Amérique informera tous les Etats Parties au Traité de l'Atlantique Nord de l'entrée en vigueur du présent Accord prévue au paragraphe 1 du présent Article, et de chaque notification reçue, conformément au paragraphe 2 du présent Article.

4. Le présent Accord restera en vigueur aussi longtemps que le Traité de l'Atlantique Nord lui-même.

En foi de quoi, les Représentants soussignés des Etats membres de l'Organisation du Traité de l'Atlantique Nord ont signé le présent Accord tant au nom de leurs Etats respectifs qu'au nom de l'Organisation.

ARTICLE V

1. The Parties to the North Atlantic Treaty, other than the United States, will to the extent that they deem necessary, make available to the North Atlantic Treaty Organization information in the same categories as may be made available by the United States under Article I of this Agreement. Any such information will be supplied on the same or similar conditions as those which apply under this Agreement with respect to the United States.

ARTICLE VI

[1]

1. The Agreement shall enter into force upon notification to the United States by all Parties to the North Atlantic Treaty that they are bound by the terms of the Agreement.

2. If any other State becomes a Party to the North Atlantic Treaty no information made available to the North Atlantic Treaty Organization under this Agreement will be provided to any person who is a national of, or who is employed by, the new Party to the North Atlantic Treaty until the new Party has notified the Government of the United States of America that it is bound by the terms of this Agreement, and upon such notification, this Agreement will enter into force for the new Party.

3. The Government of the United States of America will inform all Parties to the North Atlantic Treaty of the entry into force of this Agreement under paragraph 1 of this Article and of each notification received under paragraph 2 of this Article.

4. This Agreement shall be valid as long as the North Atlantic Treaty is in force.

In witness whereof the undersigned Representatives have signed the present Agreement on behalf of their respective States, members of the North Atlantic Treaty Organization, and on behalf of the North Atlantic Treaty Organization.

¹ Mar. 29, 1956.

Fait à Paris le 11 juin
1955, en anglais et en fran-
çais, les deux textes faisant
également foi, en un simple
exemplaire qui restera dépo-
sé dans les archives du Gou-
vernement des Etats - Unis
d'Amérique. Le Gouverne-
ment des Etats-Unis d'Amé-
rique en transmettra des
copies certifiées conformes
à tous les gouvernements
signataires et adhérents.

Done at Paris this 11 day
of July 1955, in the English
and French languages, both
texts being equally authori-
tative, in a single original
which shall be deposited in
the Archives of the Govern-
ment of the United States of
America. The Government
of the United States of Amer-
ica shall transmit certified
copies thereof to all the si-
gnatory and acceding States.

Pour le Royaume de Belgique:
For the Kingdom of Belgium:

Pour le Canada:
For Canada:

Pour le Royaume de Danemark:
For the Kingdom of Denmark:

Pour la France:
For France:

Pour la République Fédérale d'Allemagne:
For the Federal Republic of Germany:

Pour le Royaume de Grèce:
For the Kingdom of Greece:

Pour l'Islande:

For Iceland:

Z. Jónasson

Pour l'Italie:

For Italy:

A. M. Allemandi

Pour le Grand-Duché de Luxembourg:

For the Grand-Duchy of Luxembourg:

M. Dommartin

Pour le Royaume des Pays-Bas:

For the Kingdom of the Netherlands:

H. G. J. van der Sanden

Pour le Royaume de Norvège:

For the Kingdom of Norway:

Arne Fjelleng

Pour le Portugal:

For Portugal:

Torres

Pour la Turquie:

For Turkey:

May

Christopher Feil

Pour le Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord:

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

George Kins

Pour les Etats-Unis d'Amérique:

For the United States of America:

SECTIONS DE LA LOI AMERICAINE DE 1954 SUR
L'ENERGIE ATOMIQUE DONT IL EST FAIT MENTION
DANS L'ACCORD DE COOPERATION DANS LE DOMAINE
DES RENSEIGNEMENTS ATOMIQUES

Section 11. DEFINITIONS

Section 11 d:

"d. Il faut entendre par "arme atomique" tout dispositif utilisant l'énergie atomique, non compris les moyens de transports ou de propulsion de ce dispositif (lorsque ces moyens constituent un élément détachable et divisible du dispositif), dont l'objet principal est d'être utilisé soit en tant qu'arme, prototype d'arme ou dispositif d'essai d'arme, soit en vue de la mise au point de tels armes, prototypes d'armes ou dispositifs d'essai d'armes".

"Arme atomique"

Section 11 r:

"r. Il faut entendre par "Renseignements faisant l'objet d'une diffusion restreinte" tous les renseignements relatifs à:(1) la conception, la fabrication ou l'emploi des armes atomiques; (2) la production de substances nucléaires spéciales; ou (3) l'utilisation de substances nucléaires spéciales dans la production d'énergie; cette expression ne couvre pas les renseignements déclassifiés ou retirés de la catégorie "Renseignements faisant l'objet d'une diffusion restreinte", conformément aux dispositions de la Section 142".

"Renseignements faisant l' objet d'une diffusion restreinte"

SECTIONS OF THE UNITED STATES ATOMIC ENERGY
ACT OF 1954 REFERRED TO IN THE AGREEMENT FOR
CO-OPERATION REGARDING ATOMIC INFORMATION

Section 11. DEFINITIONS

Section 11 d:

"d. The term 'atomic weapon' means any device utilising atomic energy exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as or for development of, a weapon, a weapon prototype, or a weapon test device".

"Atomic
weapon"

Section 11 r:

"r. The term 'Restricted Data' means all data concerning: (1) design, manufacture, or utilisation of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142".

"Restricted
Data"

Section 11 t:

"t. Il faut entendre par "substance nucléaire spéciale": (1) le plutonium, l'uranium enrichi (isotope 233 ou isotope 235), et toute autre substance que, conformément aux dispositions de la Section 51, la Commission a désignée comme substance nucléaire spéciale, à l'exclusion du mineraï; (2) toute substance artificiellement enrichie au moyen d'une des substances ci-dessus, à l'exclusion du mineraï".

"Substance
nucléaire
spéciale"

**Section 142. CLASSIFICATION ET DECLASSIFICATION
DES RENSEIGNEMENTS FAISANT L'OBJET
D'UNE DIFFUSION RESTREINTE****Section 142 d:**

"d. La Commission retirera de la catégorie des "Renseignements faisant l'objet d'une diffusion restreinte" les renseignements que, conjointement avec le Département de la Défense, elle aura définis comme concernant essentiellement l'utilisation des armes atomiques à des fins militaires et que, conjointement avec le Département de la Défense, elle aura considérés comme suffisamment protégés en tant que renseignements intéressant la Défense: sous réserve toutefois que aucun renseignement ainsi retiré de la catégorie "Renseignements faisant l'objet d'une diffusion restreinte" ne sera transmis ou communiqué de quelque façon que ce soit à aucun pays ou aucune organisation de défense régionale, tant que ces renseignements continueront d'intéresser la défense si ce n'est dans le cadre d'un accord de coopération signé conformément aux dispositions de la Section 144 b".

Section 11 t:

"t. The term 'special nuclear material' means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission, pursuant to the provisions of section 51, determines to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material".

"Special
nuclear
material"

Section 142. CLASSIFICATION AND DECLASSIFICATION OF RESTRICTED DATA

Section 142 d:

"d. The Commission shall remove from the Restricted Data category such data as the Commission and the Department of Defense jointly determine relates primarily to the military utilisation of atomic weapons and which the Commission and Department of Defense jointly determine can be adequately safeguarded as defence information: provided, however, that no such data so removed from the Restricted Data category shall be transmitted or otherwise made available to any nation or regional defence organization, while such data remains defence information, except pursuant to an agreement for co-operation entered into in accordance with sub-section 144 b".

Section 144. COOPERATION INTERNATIONALE

Section 144 b:

"b. Le Président des Etats-Unis d'Amérique peut autoriser, avec l'aide de la Commission de l'Energie Atomique le Département de la Défense à coopérer avec un autre état ou une organisation régionale de défense dont les Etats-Unis font partie, et à communiquer à cet état ou à cette organisation tels renseignements faisant l'objet d'une diffusion restreinte qui sont nécessaires pour:

"(1) l'élaboration des plans de défense;

"(2) l'entraînement du personnel à l'emploi des armes atomiques et à la défense contre ces armes

"(3) l'évaluation du potentiel d'ennemis éventuels en ce qui concerne l'emploi des armes atomiques;

aussi longtemps que cet état ou cette organisation participera avec les Etats-Unis, en vertu d'un accord international et par des contributions substantielles et matérielles à la défense et à la sécurité mutuelles; étant entendu toutefois qu'une telle coopération n'implique pas la communication de renseignements faisant l'objet d'une diffusion restreinte et ayant trait à la conception ou à la fabrication d'armes atomiques, exception faite des caractéristiques extérieures et telles que les dimensions, poids, forme, efficacité, effets et moyens employés pour le transport ou l'utilisation desdites armes, mais à l'exclusion de tous autres renseignements de catégories visées ci-dessus, à moins que de l'avis commun de la Commission de l'Energie Atomique et du Département de la Défense, de tels renseignements ne soient pas de nature à fournir des éléments d'information importants sur la conception ou la fabrication des éléments nucléaires d'une arme atomique; étant entendu en outre que cette coopération s'exercera en vertu d'un accord conclu aux termes de la Section 123".

Section 144. INTERNATIONAL CO-OPERATION

Section 144 b:

"b. The President of the United States of America may authorise the Department of Defense, with the assistance of the Atomic Energy Commission to co-operate with another nation or with a regional defence organization to which the United States is a party, and to communicate to that nation or organization such Restricted Data as is necessary to:

- "(1) the development of defence plans;
- "(2) the training of personnel in the employment of and defence against atomic weapons; and
- "(3) the evaluation of the capabilities of potential enemies in the employment of atomic weapons,

while such other nation or organization is participating with the United States pursuant to an international arrangement by substantial and material contributions to the mutual defence and security:

Provided, however, That no such co-operation shall involve communication of Restricted Data relating to the design or fabrication of atomic weapons except with regard to external characteristics, including size, weight, and shape, yields and effects, and systems employed in the delivery or use thereof but not including any data in these categories unless in the joint judgment of the Atomic Energy Commission and the Department of Defense such data will not reveal important information concerning the design or fabrication of the nuclear components of an atomic weapon: And provided further, That the co-operation is undertaken pursuant to an agreement entered into in accordance with Section 123".

I CERTIFY THAT the foregoing is a true copy of the Agreement Between the Parties to the North Atlantic Treaty for Co-operation Regarding Atomic Information signed at Paris on June 22, 1955, in the English and French languages, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, JOHN FOSTER DULLES, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this fourth day of August, 1955.

[SEAL]

JOHN FOSTER DULLES
Secretary of State

By BARBARA HARTMAN
Authentication Officer
Department of State

Note by the Department of State

Signatures affixed to the Agreement Between the Parties to the North Atlantic Treaty for Co-operation Regarding Atomic Information are as follows

FOR BELGIUM.

ANDRÉ DE STAERCKE

FOR CANADA.

L D WILGRESS

FOR DENMARK.

ANTHON VESTBIRK

FOR FRANCE.

ALEXANDRE PARODI

FOR THE FEDERAL REPUBLIC OF GERMANY

HERBERT BLANKENHORN

FOR GREECE.

D NICOLAREIZIS

FOR ICELAND.

HOERDUR HELGASON

FOR ITALY

ADOLFO ALESSANDRINI

FOR LUXEMBOURG:

N HOMMEL

FOR THE NETHERLANDS:

A W L TJARDA VAN STARKENBORGH S

FOR NORWAY

ARNE GUNNENG

FOR PORTUGAL.

TOVAR

FOR TURKEY

M A TINEY

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND:

CHRISTOPHER STEEL

FOR THE UNITED STATES OF AMERICA.

GEO. W PERKINS

THAILAND

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Bangkok March 13, 1956;
Entered into force March 13, 1956.*

AGREEMENT FOR COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE KINGDOM OF THAILAND
CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of The Kingdom of Thailand desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas there is well advanced the design and development of several types of research reactors (as defined in Article X of this Agreement); and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of The Kingdom of Thailand desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, represented by the United States Atomic Energy Commission (hereinafter referred to as the "Commission"), desires to assist the Government of The Kingdom of Thailand in such a program;

The Parties therefore agree as follows:

ARTICLE I

Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields:

A. Design, construction and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.

B. Health and safety problems related to the operation and use of research reactors.

C. The use of radioactive isotopes in physical and biological

research, medical therapy, agriculture, and industry.

ARTICLE II

A. The Commission will lease to the Government of The Kingdom of Thailand uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of The Kingdom of Thailand, in consultation with the Commission, decides to construct and as required in agreed experiments related thereto. Also, the Commission will lease to the Government of The Kingdom of Thailand uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of The Kingdom of Thailand may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of The Kingdom of Thailand shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of The Kingdom of Thailand to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

B. The quantity of uranium enriched in the isotope U-235 transferred by the Commission and in the custody of the Government of The Kingdom of Thailand shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit

the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in Thailand or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

C. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

D. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VI and VII.

ARTICLE III

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease through such means as it deems appropriate, to the Government of The Kingdom of Thailand or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in Thailand. The sale or lease of these materials shall be on such terms as may be agreed.

ARTICLE IV

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States

or The Kingdom of Thailand may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article I, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to, and perform services for, the Government of The Kingdom of Thailand and such persons under its jurisdiction as are authorized by the Government of The Kingdom of Thailand to receive and possess such materials and utilize such services, subject to:

- A. Limitations in Article V.
- B. Applicable laws, regulations and license requirements of the Government of the United States and the Government of The Kingdom of Thailand.

ARTICLE V

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of The Kingdom of Thailand or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

ARTICLE VI

A. The Government of The Kingdom of Thailand agrees to maintain such safeguards as are necessary to assure that the uranium enriched in the isotope U-235 leased from the Commission shall be

used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

B. The Government of The Kingdom of Thailand agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of The Kingdom of Thailand or authorized persons under its jurisdiction, shall be used solely for the design, construction, and operation of research reactors which the Government of The Kingdom of Thailand decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

C. In regard to research reactors constructed pursuant to this Agreement the Government of The Kingdom of Thailand agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of The Kingdom of Thailand will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

ARTICLE VII

Guarantees Prescribed by the United States

Atomic Energy Act of 1954

68 Stat. 940.
42 U. S. C. § 2153.

The Government of The Kingdom of Thailand guarantees that:

- A. Safeguards provided in Article VI shall be maintained.
- B. No material, including equipment and devices, transferred

to the Government of The Kingdom of Thailand or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of The Kingdom of Thailand except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

ARTICLE VIII

This Agreement shall enter into force on March 13, 1956,
(B.E. 2499,) and remain in force until March 12, 1961, inclusively, and shall
(B.E. 2504,) be subject to renewal as may be mutually agreed.

At the expiration of this Agreement or any extension thereof the Government of The Kingdom of Thailand shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel material leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of The Kingdom of Thailand, and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

ARTICLE IX

It is the hope and expectation of the Parties that this initial

Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in The Kingdom of Thailand.

ARTICLE X

For purposes of this Agreement:

A. "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

B. "Equipment and devices" means any instrument or apparatus, and includes research reactors, as defined herein, and their component parts.

C. "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

D. The terms "Restricted Data", "atomic weapon", and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

68 Stat. 919.
42 U. S. C. § 2011
et seq.

TIAS 3522

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority

Done at Bangkok in duplicate this Thirteenth day of March, 1956.

(B. E. 2499.)

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

JOHN FOSTER DULLES

LEWIS L. STRAUSS

Chairman—United States

Atomic Energy Commission

FOR THE GOVERNMENT OF THE KINGDOM OF THAILAND:

WAN WAITHAYAKON

KROMMÜN NARADHIP BONGSPRABANDH

MUNI M. VEJYANT-RANGSRIKHT

Chairman—Thai Atomic Energy Committee.

PHILIPPINES

Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement implementing paragraph 3 of the agreement
of June 26, 1953.*

Effectuated by exchange of notes

Signed at Manila July 27, 1953, and March 3, 1956;

Entered into force March 3, 1956.

*The American Ambassador to the Philippine Acting Secretary of
Foreign Affairs*

AMERICAN EMBASSY

Manila, July 27, 1953

No. 0099

EXCELLENCY:

I have the honor to refer to my note No. 1315,^[1] dated June 26, 1953 and to Your Excellency's reply of the same date extending^[2] the Military Assistance Agreement between our two Governments, and in implementation of Paragraph 3 thereof to propose the following respecting the disposition of equipment and material furnished by the United States under the Military Assistance Agreement of March 21, 1947, the Mutual Defense Assistance Act of 1949, and the Mutual Security Act of 1951 and acts amendatory and supplementary thereto, found surplus to the needs of the Armed Forces of the Philippines.

TIAS 2834.
4 UST 1683.

TIAS 1662.
61 Stat., pt. 3, p.
3283.
63 Stat. 714.
22 U.S.C. §1571 note.
65 Stat. 373.
22 U.S.C. §1651 note.

Statement of Procedures

1. The Government of the Republic of the Philippines will report to the Joint United States Military Advisory Group such equipment and material, other than equipment and material furnished under terms requiring reimbursement, as are no longer required in the furtherance of its programs under Military Assistance Agreements between the United States and Philippine Governments, or are in excess of mutually agreed levels of reserve

¹ Should read "1351."

² The agreement of June 26, 1953, does not extend the Military Assistance Agreement of Mar. 21, 1947, but replaces it.

stocks. Such equipment and material reported by the Philippine Government shall revert to control of the United States; title to this property will remain with the Philippine Government until disposal instructions are issued by the United States Government.

2. The United States Government may accept title to such equipment and material for transfer to a third country or for such other disposition as may be made by the United States Government.

3. When title is accepted by the United States Government, such equipment and material will be delivered free alongside ship in case ocean shipment is required, or delivered free on board inland carrier at a shipping point designated by the Joint United States Military Advisory Group or free to a United States installation within the Philippines designated by the Joint United States Military Advisory Group in the event ocean shipping is not required.

4. Such property reported no longer required in the Mutual Defense Assistance Program of the Government of the Republic of the Philippines and not accepted by the Government of the United States for redistribution or return will be disposed of as agreed between the Governments of the Republic of the Philippines and the United States.

5. Any salvage or scrap from property furnished under Military Assistance Agreements shall be reported to the Government of the United States in accordance with Paragraph 1 and shall be disposed of in accordance with Paragraphs 2, 3 and 4 of this agreement. Salvage and scrap which is not accepted by the United States will be used to support the defense effort of the Philippines or other countries to whom military assistance is being furnished by the United States.

6. The Philippine Government agrees that it will not make any of the property or scrap or salvage from such property, referred to in paragraphs 4 and 5 above, available to any recipient whose interests are inimical to those of the United States of America or of the Republic of the Philippines.

If this Statement of Procedures is agreeable to Your Excellency's Government, this note and Your Excellency's acknowledgement and acceptance of the understanding contained herein will constitute an agreement between our two Governments.

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

R. A. SPRUANCE

The Honorable
FELINO NERI,
*Acting Secretary of Foreign Affairs,
Republic of the Philippines.*

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 567

MANILA, March 3, 1956

EXCELLENCY:

I have the honor to refer to former Ambassador Raymond A. Spruance's Notes No. 0099 dated July 27, 1953, and No. 1351 dated June 26, 1953, respecting the disposition of equipment and material furnished by the United States under the Mutual Defense Assistance Act of 1949, the Mutual Security Act of 1951, and Acts amendatory and supplementary thereto, found surplus to the needs of the Armed Forces of the Philippines.

I wish to inform Your Excellency that my Government has reconsidered its previous stand on the Statement of Procedures contained in my note to former Ambassador Spruance dated August 6, 1954.^[1]

I am happy to inform Your Excellency that my Government now accepts the proposed Statement of Procedures quoted in the aforementioned note without any condition. Accordingly I hereby withdraw my aforementioned note of August 6, 1954 addressed to former Ambassador Spruance.

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

CARLOS P GARCIA
Carlos P. Garcia
Secretary

His Excellency
HOMER FERGUSON
*American Ambassador
Manila*

¹ Not printed.

AUSTRIA

Surplus Agricultural Commodities: Return of Schillings in Exchange for Spanish Pesetas

*Agreement implementing article II 1 (b) of the agreement
of February 7, 1956.*

Effectuated by exchange of notes

Signed at Vienna March 5 and 6, 1956;

Entered into force March 6, 1956.

The American Ambassador to the Austrian Federal Chancellor

His Excellency

Dipl. Ing. JULIUS RAAB
Federal Chancellor
Federal Chancellery
Vienna I
Ballhausplatz 2

MARCH 5, 1956

DEAR MR. CHANCELLOR:

I have the honor to refer to the conclusion of the Agricultural Commodity Agreement between our two governments on February 7, 1956, and to Article II, para 1 b, concerning the proposed purchase of goods by the United States in Austria, in the amount of up to \$2 million. I have the honor to propose that the following procedure should be used to implement the provision made for such purchase.

Subject to the conditions below, the equivalent of not less than \$1 million nor more than \$2 million in schillings deposited hereunder for use by the United States under Section 104 d of the Agricultural Trade Development and Assistance Act will be returned to the Federal Government of Austria in exchange for the equivalent dollar value of Spanish pesetas usable by the Government of the United States for any purpose under the aforesaid Section 104 which may be agreed to by the governments of the United States and Spain. In the event of such exchange, the dollar value of schillings to be exchanged shall be computed at the average rate for schilling deposits under Article

TIAS 3505.
Ante, p. 313.

68 Stat. 456.
7 U.S.C. § 1704 (d).

III of the afore-mentioned agreement through the date of tender of the pesetas to the United States. (Should there be any change in the exchange rate used for the schilling deposits, the exchange for pesetas would be calculated on the basis of a weighted average of the rates at which the individual schilling deposits are made). The dollar value for such pesetas shall, under the present Spanish currency system, be computed at the free-market rate in Spain on the date of tender of the pesetas. In case of a change in the Spanish exchange system, the rate would be determined by negotiations.

There will be no obligation to exchange schillings for pesetas as provided for above and the Government of the United States may use the schillings for the purposes specified in Article II, paragraph 1, of such agreement, if:

- 1.) The Government of the United States is unable to conclude an agreement with the Government of Spain satisfactory to it regarding the use of the pesetas and has notified the Federal Government of Austria to that effect, or
- 2.) The Federal Government of Austria is unable to arrange for a sale of fertilizer to Spain for pesetas in the amount required and to deposit such pesetas within fifteen months from the date of notification by the Government of the United States that an agreement with Spain has been concluded.

It is understood that tender of the pesetas will be made for half of the amount due within three months after delivery of the individual shipments of fertilizer and half not later than six months after delivery. In no case, however, shall payment extend beyond fifteen months.

Please, accept the renewed assurance of my highest esteem,
Very sincerely yours,

LLEWELLYN THOMPSON

TIAS 3540.
Post, p. 597.

The Austrian Federal Chancellor to the American Ambassador

REPUBLIK ÖSTERREICH
DER BUNDESKANZLER

ZI. 164.460-10/56

WIEN, am 6. März 1956

SEHR GEEHRTER HERR BOTSCHAFTER!

Ich habe die Ehre, den Empfang Ihres Schreibens vom 5.3.1956 zu bestätigen, in welchem Sie Einzelheiten des Verfahrens bekanntgeben, die bei der Finanzierung von Lieferungen von

TIAS 3524

Stickstoffdünger aus Österreich nach Spanien im Rahmen des Abkommens über landwirtschaftliche Güter vom 7.2.1956 zu beachten sind.

Ich bestätige, dass das darin beschriebene Verfahren für die österreichischen Behörden annehmbar ist.

Empfangen Sie die Versicherung meiner vorzüglichsten Hochachtung

JULIUS RAAB

Seine Exzellenz

Herrn LLEWELLYN THOMPSON,
*ausserordentlicher und bevollmächtigter
Botschafter,
Wien IX.,
Boltzmanngasse 16*

Translation

REPUBLIC OF AUSTRIA
THE FEDERAL CHANCELLOR

Z1. 184.460-10/56

VIENNA, March 6, 1956

MY DEAR Mr. AMBASSADOR:

I have the honor to acknowledge the receipt of your letter of March 5, 1956, in which you give details of the procedure to be followed in financing deliveries of nitrogenous fertilizer from Austria to Spain under the Agreement concerning Agricultural Commodities, of February 7, 1956.

I confirm that the procedure described therein is acceptable to the Austrian authorities.

Accept, Sir, the assurances of my highest consideration.

JULIUS RAAB

His Excellency

LLEWELLYN THOMPSON,
*Ambassador Extraordinary and Plenipotentiary,
Boltzmanngasse 16, Vienna IX.*

ITALY

Surplus Agricultural Commodities

Agreement modifying the agreement of May 23, 1955.

Effectuated by exchange of notes

Dated at Rome August 30 and September 2, 1955;

Entered into force September 2, 1955.

The American Embassy to the Italian Ministry for Foreign Affairs

No. 249

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Republic of Italy and has the honor to refer to the exchange of letters between the Minister for Foreign Affairs and the American Ambassador on May 23, 1955 relating to the agreement of same date for the sale of surplus commodities under P. L. 480, Title I. Reference is also made to the Embassy's Note No. 168 of August 9, 1955 [1] referring to this subject matter.

The Embassy has been informed that the United States Government, following discussion with the Italian Technical Delegation, has agreed that the \$9.1 million which was to be used to finance the sale to Italy of hard wheat may also be used in whole or in part for financing procurement of corn or other feed grains, subject to mutual agreement thereto. The United States Government has also agreed upon an extension of time through November of 1955 for the purchase and shipment period of 67,000 metric tons of "usual marketings" of wheat. The Embassy would be pleased to receive from the Ministry for Foreign Affairs concurrence with this communication in order that the appropriate agencies of the United States Government may be informed of this agreement.

The Embassy avails itself of this opportunity to renew to the Ministry for Foreign Affairs of the Republic of Italy assurance of its highest consideration.

AMERICAN EMBASSY,

Rome, Italy, August 30, 1955.

Post, pp. 434, 1979.

TIAS 3249.
6 UST 1109.
68 Stat. 455.
7 U. S. C. §§ 1701-
1709.

¹ Not printed.

The Italian Ministry for Foreign Affairs to the American Embassy

MINISTERO DEGLI AFFARI ESTERI

n. 22/01100

ROMA, 2 settembre 1955

N O T A V E R B A L E

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata degli Stati Uniti a Roma ed ha l'onore di riferirsi alla Nota Verbale dell'Ambasciata numero 249 del 30 agosto 1955.

Il Ministero degli Affari Esteri ha preso atto dell'adesione del Governo degli Stati Uniti alle seguenti modifiche all'Accordo del 23 maggio 1955 sulle eccedenze agricole:

- 1) i 9,1 milioni di dollari che erano destinati a finanziare la vendita all'Italia di grano duro possono essere anche usati in tutto o in parte al finanziamento di acquisti da parte italiana di grano-turco o di altri cereali per mangime;
- 2) il termine per l'acquisto e la spedizione delle 67 mila tonnellate di grano di normale importazione è prorogato a tutto il 30 novembre 1955.

Il Ministero degli Affari Esteri nel ringraziare la Ambasciata degli Stati Uniti per tale comunicazione conferma il proprio consenso a tali intese.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata degli Stati Uniti a Roma i sensi della sua più alta considerazione.

AMBASCIATA DEGLI STATI UNITI

[SEAL]

Roma

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 22/01100

ROME, September 2, 1955

NOTE VERBALE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States at Rome and has the honor to refer to the Embassy's note verbale number 249 of August 30, 1955.

The Ministry of Foreign Affairs has taken due note of the agreement of the Government of the United States to the following modifications in the Surplus Commodities Agreement of May 23, 1955;

(1) The 9.1 million dollars which were to be used to finance the sale to Italy of hard wheat may also be used in whole or in part for financing the procurement by Italy of corn or other feed grains;

(2) The period for the procurement and shipment of the 67,000 tons of wheat of usual importation is extended through November 30, 1955.

Thanking the Embassy of the United States for the above-mentioned communication, the Ministry of Foreign Affairs confirms its own concurrence in these agreements.

The Ministry of Foreign Affairs avails itself of the occasion to renew to the Embassy of the United States at Rome the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES,
Rome.

[SEAL]

ITALY

Surplus Agricultural Commodities

*Agreement modifying the agreement of May 23, 1955, as modified.
Effectuated by exchange of notes
Dated at Rome December 13 and 16, 1955;
Entered into force December 16, 1955.*

Post, p. 1979.

The American Embassy to the Italian Ministry of Foreign Affairs

No. 892

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Italy and has the honor to refer to the Surplus Commodities Agreement signed by the Minister of Foreign Affairs and the American Ambassador on May 23, 1955. Reference is also made to the Embassy's Note No. 249 of August 30, 1955 which together with the Ministry's esteemed reply constituted an agreement to alter the May 23, 1955 Agreement in the sense that the 9.1 million dollars specified for the sale of hard wheat could also be used in part for the procurement of corn or other feed grains.

The Embassy now proposes a similar alteration to the effect that part of the 9.1 million dollars may also be employed for the procurement of soy bean oil and/or cotton seed oil.

It would be appreciated if the Ministry would indicate its concurrence to the foregoing proposal.

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

AMERICAN EMBASSY
Rome, December 13, 1955

TIAS 3249.
6 UST 1109.
TIAS 3525.
Ante, p. 431.

The Italian Ministry of Foreign Affairs to the American Embassy

MINISTERO DEGLI AFFARI ESTERI

22/01426-

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata degli Stati Uniti d'America in Roma ed ha l'onore di riferirsi alla Nota Verbale n. 892 del 13 dicembre c. a. con la quale codesta Ambasciata ha comunicato quanto segue:

“ “ “ L'Ambasciata degli Stati Uniti d'America presenta i suoi complimenti al Ministero degli Affari Esteri della Repubblica Italiana ed ha l'onore di riferirsi allo accordo sulle eccedenze agricole firmato dal Ministro degli Affari Esteri e dall'Ambasciatore degli Stati Uniti il 23 maggio 1955. Fa anche riferimento alla Nota dell'Ambasciata n. 249 del 30 agosto 1955 e al cortese riscontro del Ministero che hanno costituito una intesa per la revisione dell'Accordo 23 maggio 1955, nel senso che l'importo di 9,1 milioni di dollari destinato all'acquisto di grano duro può anche essere in parte utilizzato per l'acquisto di granturco ed altri cereali da mangime.

L'Ambasciata propone ora una modifica analoga perché parte dei 9,1 milioni di dollari possano essere anche usati per l'acquisto di olio di semi di soia e/o olio di semi di cotone.

Sarà gradito se codesto Ministero vorrà manifestare il suo consenso sulla proposta sopra cennata. ” ” ”

Il Ministero degli Affari Esteri, nel ringraziare l'Ambasciata degli Stati Uniti per tale comunicazione, ha l'onore di comunicare il suo accordo sulla medesima.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata degli Stati Uniti a Roma i sensi della sua più alta considerazione.

ROMA, 16 dicembre 1955

[SEAL]

AMBASCIATA DEGLI STATI UNITI D'AMERICA

Roma

Translation

MINISTRY OF FOREIGN AFFAIRS

22/01428

NOTE VERBALE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America at Rome and has the honor to refer to note verbale No. 892 of December 13 last, in which the Embassy communicated the following:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Italy and has the honor to refer to the Surplus Commodities Agreement signed by the Minister of Foreign Affairs and the American Ambassador on May 23, 1955. Reference is also made to the Embassy's Note No. 249 of August 30, 1955 which together with the Ministry's esteemed reply constituted an agreement to alter the May 23, 1955 Agreement in the sense that the 9.1 million dollars specified for the procurement of hard wheat may also be used in part for the procurement of corn and other feed grains.

"The Embassy now proposes a similar alteration to the effect that part of the 9.1 million dollars may also be used for the procurement of soybean oil and/or cottonseed oil.

"It would be appreciated if the Ministry would indicate its concurrence in the foregoing proposal."

Thanking the Embassy of the United States for this communication, the Ministry of Foreign Affairs has the honor to signify its concurrence therein.

The Ministry of Foreign Affairs avails itself of the occasion to renew to the Embassy of the United States at Rome the assurances of its highest consideration.

ROME, December 16, 1955

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Rome.

SPAIN

Surplus Agricultural Commodities: Resale and Delivery to Switzerland

Agreement supplementing the agreement of March 5, 1956.

Post, pp. 3057, 3061,
3065.

Signed at Madrid March 20, 1956;

Entered into force March 20, 1956.

AGREEMENT TO SUPPLEMENT THE SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SPAIN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT AGREED TO AT MADRID, SPAIN, ON MARCH 5, 1956:

*68 Stat. 455.
7 U.S.C. §§ 1701-
1709.*

1. To provide for financing by the Government of the United States, on or before December 31, 1956, of not more than \$5 million worth of wheat (including ocean transportation costs financed by the United States) for resale and delivery to Switzerland, and
2. To provide that the pesetas accruing to the Government of the United States as a consequence of sales of commodities made pursuant to this amendment will be used by the Government of the United States as follows.
 - (a) For payment of United States obligations in Spain, including base construction and other military expenses, 40%.
 - (b) For loans to promote multilateral trade and economic development, 60%. The terms and conditions of such loans will be set forth in a supplemental loan agreement to be negotiated between the two Governments.

The provisions of this agreement are supplemental to and not in replacement of the provisions of the agreement of March 5, 1956 and consequently all relevant provisions of the agreement of March 5, 1956 are equally applicable to this agreement.

*TIAS 3510.
Ante*, p. 349.

This agreement shall enter into force upon signature.

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

Done at Madrid March 20, 1956

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

JOHN LODGE

FOR THE GOVERNMENT
OF SPAIN:

ALBERTO MARTÍN ARTAJO

ACUERDO SUPLEMENTARIO DEL ACUERDO SOBRE PRODUCTOS AGRICOLAS EXCEDENTES ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA SEGUN EL TITULO I DE LA LEY SOBRE DESARROLLO DEL COMERCIO AGRICOLA Y ASISTENCIA FIRMADO EN MADRID, ESPAÑA, EL 5 DE MARZO DE 1956:

1. Para proveer a la financiación por el Gobierno de los Estados Unidos antes del 31 de diciembre de 1956 de hasta 5 millones de dolares en trigo (incluyendo los gastos del transporte marítimo financiados por los Estados Unidos) con destino a ser revendido y entregado a Suiza, y
2. Para proveer que las pesetas que se produzcan a favor del Gobierno de los Estados Unidos como consecuencia de las ventas de productos realizadas en consonancia con la presente enmienda serán utilizadas por el Gobierno de los Estados Unidos del modo siguiente:
 - (a) Para pago de obligaciones de los Estados Unidos en España incluyendo la construcción de bases y otros gastos militares, 40%.
 - (b) Para préstamos al Gobierno de España destinados a fomentar el comercio multilateral y el desarrollo económico, 60%. Los términos y condiciones de tales préstamos se establecerán en un Acuerdo de préstamo complementario que será negociado entre ambos Gobiernos.

Las disposiciones del presente Acuerdo son suplementarias y no reemplazan las del Acuerdo de 5 de marzo de 1956. Consecuentemente, todas las disposiciones pertinentes del Acuerdo de 5 de marzo de 1956 son igualmente aplicables al presente.

Este Acuerdo entrará en vigor el día de su firma.

EN TESTIMONIO DE LO CUAL, los respectivos representantes debidamente autorizados para tal fin han firmado la presente enmienda.

Hecho en Madrid 20 de Marzo de 1956

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA: POR EL GOBIERNO ESPAÑOL:

JOHN LODGE

ALBERTO MARTÍN ARTAJO

TIAS 3527

BOLIVIA

Economic Cooperation: Informational Media Guaranty Program

*Agreement effected by exchange of notes
Signed at La Paz February 27 and March 10, 1956;
Entered into force March 10, 1956.*

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

No. 101

AMERICAN EMBASSY,
La Paz, February 27, 1956.

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to an Informational Media Guaranty Program pursuant to Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended. I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

The Governments of Bolivia and the United States of America will, upon request of either of them, consult regarding exports of informational media to Bolivia proposed by nationals of the United States of America with regard to which guaranties under Section 1011 of the United States Information and Educational Exchange Act of 1948, as amended, have been made or are under consideration.

With respect to such guaranties, covering imports approved by the Government of Bolivia in accordance with the terms of the aforementioned section, the Government of Bolivia agrees that Bolivian currency acquired by the United States Government pursuant to such guaranties will be freely expendable by the United States Government for administrative expenses and for educational, scientific, and cultural purposes as may hereafter be agreed upon by the United States Government and the Government of Bolivia.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Bolivia, the United States Government will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

GERALD A. DREW

His Excellency

Senor Doctor MANUEL BARRAU,
Minister of Foreign Affairs and Worship
Republic of Bolivia

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

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Número: D. G. A. N. 118-

LA PAZ, 10 de marzo de 1956.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la nota de Vuestra Excelencia, de fecha 27 de febrero último, la que textualmente dice:

"Tengo el honor de referirme a las conversaciones que tuvieron lugar recientemente entre los representantes de nuestros dos Gobiernos, relativas al Programa de Garantía para los Medios de Información autorizada por la sección 1011 de la Ley de los Estados Unidos para el intercambio de informaciones y educación de 1948, como fué enmendada. Al propio tiempo tengo el honor de confirmar los entendimientos alcanzados como resultado de estas conversaciones, y que son los siguientes:— Los Gobiernos de Bolivia y los Estados Unidos a pedido de cualquiera de las partes realizarán consultas respecto a las exportaciones de medios informativos a Bolivia propuesta por nacionales de los Estados Unidos de América para las cuales se hubieran otorgado o estuviesen en consideración las garantías que autoriza la sección 1011 de la Ley de los Estados Unidos para el intercambio de informaciones y educación de 1948, como fué enmendada.— Respecto a tales garantías que cubrieran importaciones aprobadas por el Gobierno de Bolivia en conformidad con las disposiciones de la mencionada

sección 1011 como fué enmendada, el Gobierno de Bolivia conviene que la moneda boliviana adquirida por el Gobierno de los Estados Unidos a consecuencia de tales garantías será libremente inversible por el Gobierno de los Estados Unidos para gastos administrativos y para propósitos educativos, científicos y culturales sobre los que se podrá convenir luego entre el Gobierno de los Estados Unidos y el Gobierno de Bolivia.— Al recibo de una nota de Vuestra Excelencia mediante la cual expresa que las disposiciones anteriores merecen la conformidad del Gobierno de Bolivia, el Gobierno de los Estados Unidos de América que la presente nota y Vuestra respuesta a ella constituyen un Convenio entre los dos Gobiernos sobre la materia, entrando en vigor en la fecha que lleve la nota de respuesta de Vuestra Excelencia.— Acepte Vuestra Excelencia las seguridades de mi más alta consideración.—”.

Al expresar a Vuestra Excelencia la conformidad del Gobierno de Bolivia con los términos de la nota transcrita, me es grato renovarle las expresiones de mi más alta consideración.

M BARRAU.

A Su Excelencia el Señor GERALD A. DREW,
Embajador de los Estados Unidos de América,
Presente.—

Translation

REPUBLIC OF BOLIVIA
 —
 MINISTRY OF FOREIGN
 RELATIONS AND WORSHIP

No. D. G. A. N. 118

LA PAZ, March 10, 1956.

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note, dated February 27 last, which reads as follows:

[For the English language text of the note, see *ante*, p. 440.]

Informing Your Excellency that the Government of Bolivia accepts the terms of the note transcribed above, I take pleasure in renewing to you the assurances of my highest consideration.

M BARRAU.

His Excellency
 GERALD A. DREW,
Ambassador of the United States of America,
City.

ICELAND

Reciprocal Trade

Agreement amending the agreement of August 27, 1943.

Effectuated by exchange of notes

Signed at Reykjavik March 5 and 6, 1956;

Entered into force March 6, 1956.

*And proclamation by the President of the United States of America;
Issued March 16, 1956.*

*The American Ambassador to the Icelandic Minister for Foreign
Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Reykjavik, March 5, 1956.

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place at Reykjavik between representatives of the Government of the United States of America and the Government of Iceland with reference to the addition of tuna to the types of fish excepted from item 718 (b) of Schedule II of the trade agreement between the United States of America and Iceland, signed at Reykjavik on August 27, 1943.

EAS 342.
57 Stat. 1094.

As a result of these conversations the two Governments agreed that effective April 14, 1956, item 718 (b) of the said Schedule shall read in the English and Icelandic languages as follows:

“United States Tariff Act of 1930 Paragraph	Description of article	Rate of duty
“718 (b)	Fish, prepared or preserved in any manner, when packed in air-tight containers weighing with their contents not more than fifteen pounds each (except fish packed in oil or in oil and other substances; except herring, smoked or kippered or in tomato sauce, packed in immediate containers weighing with their contents more than one pound each; and except salmon, anchovies, and tuna).	12½% ad valorem”

“Númer í tollskrá Bandaríkjanna 1930	Lýsing vöru	Tollur
“718 (b)	Fiskur, verkaður og varinn á hvern hátt sem er í loftþéttum umbúðum, er vega með innihaldi ekki meir en 15 pund hver (að undanteknum fiski í olfu eða olfu og öðrum efnum; að undantekinni síld, reyktri eða kryddreyktri eða í tómatssósu, í næstu umbúðum, sem vega með innihaldi yfir 1 pund hver; og að undanteknum laxi, ansjósum og túnafiski)	12-1/2% verðtollur”

The Government of the United States of America proposes that this note and your reply agreeing thereto shall constitute an agreement between our two Governments regarding this matter.

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

JOHN J. MUCCIO

His Excellency

Dr. KRISTINN GUDMUNDSSON,
Minister for Foreign Affairs,
Reykjavik.

*The Icelandic Minister for Foreign Affairs to the American
Ambassador*

UTANRÍKISRÁÐUNEYTÍÐ [1]

REYKJAVÍK

March 6, 1956.

EXCELLENCY,

I have the honor to acknowledge the receipt of your Excellency's Note dated March 5, 1956, reading as follows:

"I have the honor to refer to the conversations which have recently taken place at Reykjavik between representatives of the Government of the United States of America and the Government of Iceland with reference to the addition of tuna to the types of fish excepted from item 718 (b) of Schedule II of the trade agreement between the United States of America and Iceland, signed at Reykjavik on August 27, 1943.

As a result of these conversations the two Governments agreed that effective April 14, 1956, item 718 (b) of the said Schedule shall read in the English and Icelandic languages as follows:

“United States Tariff Act of 1930 Paragraph	Description of article	Rate of duty
“718 (b)	Fish, prepared or preserved in any manner, when packed in air-tight containers weighing with their contents not more than fifteen pounds each (except fish packed in oil or in oil and other substances; except herring, smoked or kippered or in tomato sauce, packed in immediate containers weighing with their contents more than one pound each; and except salmon, anchovies, and tuna).	12½% ad valorem”

¹ Ministry for Foreign Affairs.

"Númer í tollskrá Bandarík- janna 1930	Lýsing vöru	Tollur
"718 (b)	Fiskur, verkaður og varinn á hvern hátt sem er í loftþéttum umbúðum, er vega með innihaldi ekki meir en 15 pund hver (að undanteknum fiski í olfu eða olfu og öðrum efnum; að undantekinni síld, reyktri eða kryddreyktri eða í tómat-sósu, í næstu umbúðum, sem vega með innihaldi yfir 1 pund hver; og að undanteknum laxi, ansjósum og túnafiski)	12 1/2% verðtollur"

The Government of the United States of America proposes that this note and your reply agreeing thereto shall constitute an agreement between our two Governments regarding this matter".

I have the honor to inform Your Excellency that the proposals contained in the Note under reference above are acceptable to the Government of Iceland and that it agrees that your Note and this reply shall be regarded as constituting an Agreement between the two Governments in this matter.

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

KRISTINN GUDMUNDSSON

His Excellency

JOHN J. MUCCIO,

*Ambassador of the United States,
Reykjavík.*

[3128]

TERMINATING IN PART THE ICELANDIC TRADE
AGREEMENT PROCLAMATIONS AND SUPPLEMENTING
PROCLAMATION NO. 3105 OF JULY 22, 1955

69 Stat. 644.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

1. WHEREAS, under authority of section 350 (a) of the Tariff Act of 1930, as amended, the President on August 27, 1943, entered into a trade agreement with the Regent of Iceland, including two schedules annexed thereto (57 Stat. 1078), and by proclamation of September 30, 1943 (57 Stat. 1075), he proclaimed the said trade agreement, which proclamation has been supplemented by proclamation of October 22, 1943 (57 Stat. 1098);

48 Stat. 943.
19 U.S.C. § 1851.

2. WHEREAS item 718 (b) of Schedule II of the said trade agreement reads as follows:

“United States Tariff Act of 1930 Paragraph	Description of article	Rate of duty
“718 (b)	Fish, prepared or preserved in any manner, when packed in air-tight containers weighing with their contents not more than fifteen pounds each (except fish packed in oil or in oil and other substances): “Any of the foregoing (except herring, smoked or kippered or in tomato sauce, packed in immediate containers weighing with their contents more than one pound each, and except salmon and anchovies)	12½ % ad valorem”;

Ante, p. 443.

3. WHEREAS the Government of the United States and the Government of Iceland by an exchange of notes dated March 5 and 6, 1956, have agreed to the withdrawal, effective April 14, 1956, of tuna from said item 718 (b), with the result that the said item shall thereafter read as follows:

"United States Tariff Act of 1930 Paragraph	Description of article	Rate of duty
718 (b)	Fish, prepared or preserved in any manner, when packed in air-tight containers weighing with their contents not more than fifteen pounds each (except fish packed in oil or in oil and other substances; except herring; smoked or kippered or in tomato sauce, packed in immediate containers weighing with their contents more than one pound each; and except salmon, anchovies, and tuna)	12½% ad valorem

4. WHEREAS, under the authority of the said section 350 (a) of the Tariff Act of 1930, as amended, the President on June 8, 1955, entered into a trade agreement providing for the accession of Japan to the General Agreement on Tariffs and Trade, which trade agreement consists of the Protocol of Terms of Accession of Japan to the General Agreement, including Schedule XX contained in Annex A thereto, and by Proclamation No. 3105 of July 22, 1955 (20 F. R. 5379), he proclaimed the said trade agreement, which proclamation was supplemented by a notification of August 22, 1955 from the President to the Secretary of the Treasury (20 F. R. 6211);

5. WHEREAS item 718 (b) in Part I of the said Schedule XX reads as follows:

TIAS 3438,
6 UST 5833.
TIAS 1700.
61 Stat., pts. 5 and 6.

"Tariff Act of 1930 paragraph	Description of Products	Rate of Duty
"718 (b)	<p>Fish, prepared or preserved in any manner, when packed in air-tight containers weighing with their contents not more than 15 pounds each (except fish packed in oil or in oil and other substances):</p> <p>"Tuna</p> <p>"NOTE: The United States reserves the right to increase the rate of duty on fish of the foregoing description which are entered in any calendar year in excess of an aggregate quantity equal to 20 per centum of the United States pack of canned tuna fish during the immediately preceding calendar year, as reported by the United States Fish and Wildlife Service.";</p>	12½% ad val.

6. WHEREAS on March 16, 1956 the Government of the United States notified the Executive Secretary to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade that it invoked the reservation contained in the note to the said item 718 (b) set forth in the fifth recital of this proclamation, effective April 14, 1956; and

7. WHEREAS the first general note to the said Schedule XX specified in the fourth recital of this proclamation provides that the provisions of that schedule are subject to the following general note to Schedule XX to the General Agreement on Tariffs and Trade, of October 30, 1947 (61 Stat. (pt. 5) A1362):

"4. If any tariff quota provided for in this Schedule, other than those provided for in items 771, becomes effective after the beginning of a period specified as the quota year, the quantity of the quota product entitled to enter under the quota during the unexpired portion of the quota year shall be the annual quota quantity less $\frac{1}{2}$ thereof for each full calendar month that has expired in such period.":

Now, THEREFORE, I, DWIGHT D. EISENHOWER, President of the United States of America, acting under and by virtue of the authority vested in me by the Constitution and the statutes,

including the said section 350 of the Tariff Act of 1930, as amended, do proclaim as follows:

Part I

In accordance with the exchange of notes specified in the third recital of this proclamation, I hereby terminate in part the proclamations of September 30, 1943, and October 22, 1943, referred to in the first recital of this proclamation, insofar as such proclamations apply to tuna provided for in the said item 718 (b) set forth in the second recital of this proclamation, such termination to be effective at the close of business on April 14, 1956, with the result that the rate of duty specified in the said item 718 (b) shall thereafter apply only to the articles provided for in the said item as set forth in the third recital of this proclamation.

Part II

In accordance with the notification specified in the sixth recital of this proclamation I hereby terminate in part, effective at the close of business on April 14, 1956, the said proclamation of July 22, 1955, and the said notification of August 22, 1955, referred to in the fourth recital, insofar as such proclamation and notification apply to tuna provided for in the said item 718 (b) set forth in the fifth recital which are entered, or withdrawn from warehouse, for consumption in the calendar year 1956 after April 14, 1956 in excess of an aggregate quantity equal to 15 per centum of the United States pack of canned tuna during the calendar year 1955, as reported by the United States Fish and Wildlife Service, and in any calendar year after 1956 in excess of an aggregate quantity equal to 20 per centum of the United States pack of canned tuna fish during the immediately preceding calendar year, as so reported, with the result that such tuna in excess of such 15 or 20 per centum of the United States pack shall be dutiable at 25 per centum ad valorem, the full rate provided for in paragraph 718 (b) of the Tariff Act of 1930 (46 Stat. (pt. 1) 633).

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

DONE at the City of Washington this 16th day of March in the year of our Lord nineteen hundred and fifty-six, and of [SEAL] the Independence of the United States of America the one hundred and eightieth.

DWIGHT D EISENHOWER

By the President

HERBERT HOOVER Jr

Acting Secretary of State

SPAIN

Parcel Post

*Agreement signed at Madrid July 16, 1955, and at Washington
August 30, 1955;*

*Approved and ratified by the President of the United States of America
September 23, 1955;*

Entered into force January 1, 1956.

ACUERDO PARA EL CAMBIO DE PAQUETES POSTALES ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA

Con el propósito de llegar a un convenio para la extensión del servicio de paquetes postales entre los Estados Unidos de América (incluyéndose Alaska, Hawaii, Puerto Rico, Guam, Samoa y las Islas Vírgenes de los Estados Unidos) y España (incluidas las Oficinas autorizadas en Andorra, Tánger y Territorios españoles en África), en virtud del cual debe quedar comprendido el seguro de dicha clase de envíos, los firmantes, El Director General de Correos de los Estados Unidos de América, y el de España debidamente investidos con la autoridad necesaria, acuerdan aprobar los siguientes artículos:

PARCEL POST AGREEMENT BETWEEN SPAIN AND THE UNITED STATES OF AMERICA

For the purpose of concluding arrangements for the extension of the parcel-post service between the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States) and Spain (including authorized offices in Andorra, Tangier and Spanish Territories of Africa), to include the insurance of parcels, the Postmaster General of the United States of America, and the Director General of Posts and Telecommunications of Spain, by virtue of authority vested in them, have agreed upon the following articles:

ARTICULO 1**Declaración de Valor**

1. Las Administraciones de los Estados Unidos de América, (incluyéndose Alaska, Hawaii, Puerto Rico, Guam, Samoa y las Islas Vírgenes de los Estados Unidos), por una parte, y de España (incluidas las Oficinas autorizadas en Andorra, Tánger y Territorios españoles en África), por otra parte, convienen en realizar el servicio de paquetes postales con valor declarado hasta el límite máximo de 500 francos oro, o su equivalencia en la moneda del país de origen, previo pago por el remitente de las tasas especiales suplementarias que cada uno de los mencionados países de origen establezca en su propia jurisdicción. Estos derechos suplementarios quedan a beneficio de la Administración de origen, a condición de abonar a la de destino los créditos que se indican en el artículo 17 del presente Acuerdo.

2. Los paquetes postales que contengan piezas de moneda, metales preciosos, joyas o demás objetos preciosos, deberán obligatoriamente expedirse con valor declarado.

3. El remitente podrá asegurar los paquetes postales facultativamente por el valor total de su contenido o por una parte de tal valor solamente.

ARTICLE 1**Insurance**

1. The Administrations of the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the U. S. Virgin Islands) on the one hand and Spain (including authorized offices in Andorra, Tangier and Spanish Territories of Africa), on the other hand, agree to execute the service of parcels with an insured value up to the maximum of 500 gold francs or the equivalent thereof in the currency of the country of origin, upon payment by the sender of such special additional fees as each of the countries of origin mentioned may establish in its own service. Such additional fees accrue in their entirety to the Administration of origin on condition that the Administration of destination be compensated the credits which are indicated in Article 17 of the present Agreement.

2. Parcels containing coin, precious metals, jewelry, or other precious articles must be sent insured.

3. Parcels may be insured for their total value or for only part of their total value, at the option of the sender.

ARTICULO 2**Indemnizaciones**

1. Salvo los casos previstos en el artículo siguiente, las Administraciones responderán por la pérdida de los paquetes con valor declarado depositados en uno de los países contratantes para ser entregados en el otro país y por la pérdida, expoliación o avería de su contenido o una parte de él.

El remitente u otra persona autorizada tendrá derecho a una indemnización que corresponda al importe efectivo de la pérdida, expoliación o avería. La indemnización se calculará de acuerdo con el valor efectivo (el precio corriente) de las mercaderías de la misma clase en el lugar y en la época en que las mismas hayan sido aceptadas para el transporte, sin que la indemnización pueda en ningún caso exceder de la cantidad en que el paquete fué asegurado y en que el derecho de seguro ha sido cobrado, o el monto máximo de 500 francos oro, o su equivalencia. A falta de precios corrientes, la indemnización se calculará de acuerdo con el valor ordinario de la mercancía avaluada sobre las mismas bases.

2. No se pagará ninguna indemnización por la avería indirecta ni por los beneficios no realizados que resulten de la pérdida, de la expoliación, de la avería, de la falta de entrega,

ARTICLE 2**Indemnity**

1. Except in the cases mentioned in the article following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction of, or damage to their contents, or a part thereof.

The sender, or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 500 gold francs or its equivalent.

2. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in ac-

de la entrega errónea, o de la demora de un paquete postal con valor declarado expedido de conformidad con las estipulaciones de este Acuerdo.

3. En el caso de que hubiere de pagarse una indemnización por la pérdida de un paquete o por la destrucción o expoliación completa de todo su contenido, el expedidor tendrá además derecho a la devolución de las tasas postales, cuando las reclame. Sin embargo, los derechos de seguro no se devolverán en ningún caso.

4. A falta del acuerdo en contrario entre los países interesados (acuerdo que puede hacerse por correspondencia) no se pagará indemnización por la pérdida, la expoliación o la avería del paquete con valor declarado en tránsito, ésto es, por el paquete con valor declarado originario de uno de los dos países contratantes y destinado a otros países que no participen en este acuerdo, o por los envíos asegurados originarios de algún otro país que no participe en este Acuerdo y destinados a uno de los dos países contratantes.

5. Cuando un paquete originario de un país y destinado al otro país se reexpida desde el país de destino primitivo a un tercer país, o se devuelva a un tercer país, a solicitud del remitente o del destinatario, el reclamante autorizado tendrá derecho a la indemnización por cualquier pérdida, expoliación o

cordance with the conditions of the present agreement.

3. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

4. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss, rifling, or damage of transit insured parcels; that is, parcels originating in a country not participating in this agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this agreement.

5. When an insured parcel originating in one country and destined to be delivered to the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to indemnity in case of loss, rifling, or damage occurring

avería que ocurra después de la reexpedición o devolución del envió por el país de su primitivo destino siempre que el país en donde ocurriere la pérdida, expoliación o avería deseare pagar o estuviere obligado a pagar de conformidad con algún acuerdo existente entre los países directamente interesados en la reexpedición o devolución. Cualquier país adherido a este acuerdo que indebidamente reexpida un paquete con valor declarado a un tercer país, será responsable dentro de los mismos límites que el país de origen para con el remitente, quedando sujeto a las obligaciones fijadas por el presente Acuerdo.

6. El remitente será responsable de los defectos en el embalaje y de la insuficiencia del cierre y de los precintos de los paquetes postales con valor declarado. Además, las dos Administraciones estarán exentas de toda responsabilidad en caso de pérdida, expoliación o avería que sea causada por defectos que no se notaron en la época del depósito.

ARTICULO 3

Excepciones al Principio de la Responsabilidad

Las Administraciones estarán exentas de toda responsabilidad:

(a) De los paquetes cuyos destinatarios hayan aceptado la entrega sin reservas. En caso de los paquetes dirigidos "en cargo", la responsabilidad

subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim in such a case, only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present agreement.

6. The sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

ARTICLE 3

Exceptions in the principle of responsibility

The Administrations are released from all responsibility:

(a) In case of parcels of which the addressee has accepted delivery without reservation. In the case of "in care" parcels, responsibility ceases when deliv-

cesará cuando ellos hayan sido entregados al destinatario mencionado en primer término y su recibo haya sido obtenido.

(b) En caso de pérdida o avería debida a un caso de fuerza mayor.

(c) Cuando no puedan dar cuenta de los paquetes postales por causa de la destrucción de los archivos debido a un caso de fuerza mayor y siempre que la prueba de su responsabilidad no puede comprobarse en cualquiera forma.

(d) Cuando el daño haya sido causado por falta o negligencia del remitente, del destinatario o del representante de uno u otro o provenga de la naturaleza del objeto.

(e) Cuando se trate de paquetes que contengan objetos prohibidos.

(f) En caso de que el remitente de un paquete con valor declarado, con la intención de defraudar, pretenda que el contenido valga más que su valor real; este artículo no podrá impedir cualquier procedimiento judicial previsto por la legislación del país de origen.

(g) Cuando se trate de paquetes postales confiscados por la aduana, por falsa declaración de su contenido.

(h) Cuando ninguna reclamación o petición de indemnización haya sido presentada por el interesado o su representante dentro de un año a con-

ery has been made to the addressee first mentioned and his receipt has been obtained.

(b) In case of loss or damage through force majeure.

(c) When their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, declares the contents to be above their real value, this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following

tar desde el día siguiente al de la imposición del paquete con valor declarado.

(i) De los paquetes que contengan artículos de ningún valor intrínseco o sujetos a descomposición o que no se conformaren a las estipulaciones de este acuerdo, o que no hubieren sido depositados en la forma prescrita; pero el país responsable de la pérdida, expoliación o avería, puede pagar indemnización por dichos paquetes, sin necesidad de recurrir a la otra Administración.

ARTICULO 4

Cese de la responsabilidad

Las Administraciones dejarán de ser responsables por los paquetes cuya entrega hubieren efectuado en las condiciones prescritas por sus reglamentos internos para los envíos de la misma naturaleza.

Sin embargo, la responsabilidad se mantendrá cuando el destinatario o, en caso de devolución, el remitente formule reservas al recibir un paquete expoliado o averiado.

ARTICULO 5

Pago de la indemnización

La obligación de pagar una indemnización así como las tasas postales que deban restituirse, corresponderá a la Administración de la cual dependa la oficina expedidora del paquete, conservando dicha Adminis-

the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value, or perishable matter, or which did not conform to the stipulations of this agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

ARTICLE 4

Termination of responsibility

Administrations cease to be responsible for parcels of which they have effected delivery in accordance with their internal regulations for parcels of the same nature.

Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

ARTICLE 5

Payment of indemnity

The obligation to pay compensation, as well as the postage charges due to be refunded, rests with the Administration to which the office of origin of the parcel is subordinate. However, in cases where the com-

tración el derecho de recurrir contra la Administración responsable. Sin embargo, en caso de que la indemnización haya sido pagada al destinatario de acuerdo con el segundo párrafo del parágrafo 1, artículo 2, corresponderá a la Administración destinataria.

ARTICULO 6

Plazo para el pago de la indemnización

1. El pago de la indemnización deberá efectuarse al interesado lo más pronto posible, y a más tardar en el plazo de un año a partir del día siguiente al de la reclamación.

La Administración a la cual corresponda dicho pago, podrá hacerlo excepcionalmente más allá de este plazo, cuando a la expiración de ese plazo no haya podido deslindarse la cuestión de la responsabilidad o del curso que se hubiere dado al objeto en cuestión.

2. Salvo los casos en que se haya pospuesto el pago según las disposiciones del segundo párrafo del parágrafo precedente, la Administración postal que asume el pago de la indemnización, queda autorizada para indemnizar al interesado por cuenta de la Administración que, reglamentariamente requerida, haya dejado transcurrir nueve meses sin solucionar el asunto.

pensation is paid to the addressee in accordance with Article 2, Section 1, second paragraph, the obligation shall rest with the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

ARTICLE 6

Period for payment of compensation

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly notified of the application for indemnity, has let nine months pass without settling the matter.

ARTICULO 7**Determinación de la responsabilidad**

1. Hasta prueba en contrario, la responsabilidad corresponderá a la Administración que, habiendo recibido el paquete sin observación alguna y estando en posesión de todos los medios reglamentarios de investigación, no pueda justificar el curso dado al paquete.

2. Cuando la pérdida, la expoliación o la avería de un paquete con valor declarado sea descubierta al abrirse el despacho en la oficina destinataria de cambio y haya sido señalada a la oficina de cambio expedidora, la responsabilidad corresponderá a la Administración de que dependa esta última oficina, a no ser que se compruebe que la irregularidad ha ocurrido en el servicio de la Administración destinataria.

3. Si la pérdida, expoliación o avería se produce en el curso del transporte, sin que fuere posible comprobar en el territorio o servicio de qué país ocurrió el hecho, las Administraciones en causa soportarán el perjuicio por partes iguales.

4. La Administración que hubiere efectuado el pago de la indemnización quedará subrogada, hasta el importe de dicha indemnización, en los derechos de la persona que la hubiere

ARTICLE 7**Fixing of responsibility**

1. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservations and being put in possession of all the regulation means of investigation, cannot establish the disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office, and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If the loss, rifling, or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.

4. The Administration paying compensation takes over, to the extent of the amount paid, the rights of the person who has received it, in any action which may be taken

recibido, para todo recurso eventual, ya fuera contra el destinatario, contra el remitente o contra terceros.

5. En caso de localización ulterior de un paquete considerado como extraviado, la persona a quien se hubiere pagado la indemnización deberá ser avisada de que puede tomar posesión del envío contra la restitución de la cantidad cobrada.

ARTICULO 8

Reembolso de la compensación

1. La Administración responsable de la pérdida, la expoliación o la avería, por cuenta de la cual se hubiere efectuado el pago estará obligada a reembolsar al país que lo haya efectuado, dentro de un plazo de nueve meses a contar del envío de su notificación, el importe de la indemnización efectivamente pagada.

2. El reembolso a la Administración acreedora se efectuará sin gastos para la misma, ya sea mediante un giro postal o cheque en moneda de curso legal en el país acreedor o por cualquier otro medio que se haya convenido mutuamente por correspondencia.

ARTICULO 9

Acondicionamiento de los paquetes postales

1. Como en el caso de los paquetes ordinarios, el nombre

against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, the person to whom compensation has been paid must be informed that he is at liberty to take possession of the parcel against repayment of the amount of compensation.

ARTICLE 8

Repayment of compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the country which has effected payment. This reimbursement must take place without delay and, at the latest, within the period of nine months after notification of payment

2. These repayments to the creditor Administration must be made without expense for that Office by money order or draft, in money valid in the creditor country, or in any other way to be mutually agreed upon by correspondence.

ARTICLE 9

Preparation of parcels

1. As in the case of ordinary parcels, the name and address

y dirección del remitente y del destinatario deberán escribirse en caracteres claros y correctos sobre el mismo paquete o sobre una etiqueta pegada sólidamente a este último. En los casos en que los paquetes lleven la dirección inscrita tan solo en la etiqueta por razones de su forma o tamaño, el nombre y la dirección del remitente y destinatario deberán inscribirse, además, en una hoja de papel que deberá incluirse en el envío, aunque se recomendará incluir esas hojas también en toda clase de envíos.

No se admitirán los paquetes que estuvieren dirigidos a iniciales, a menos de que estas iniciales correspondan o estén adoptadas como equivalentes a los nombres de los remitentes o destinatarios.

Los remitentes de paquetes dirigidos a bancos u otras organizaciones similares, para ser luego entregados a segundos destinatarios, deberán inscribir en las cubiertas o etiquetas de sus envíos los nombres exactos y las direcciones completas de los destinatarios.

No se admitirán direcciones escritas a lápiz; sin embargo, se aceptarán los paquetes cuya dirección se halle escrita a lápiz indeleble sobre un fondo previamente mojado.

2. Como en el caso de los paquetes ordinarios, los paquetes con valor declarado deberán embalarse de acuerdo con la

of the sender and of the addressee must be legibly and correctly written in every case, on the parcel itself, when possible, or on a label gummed thereto. In the case of parcels addressed by tag only, because of their shape or size, the name and address of the sender and of the addressee must also be written on a separate slip which slip must be enclosed in the parcel, but it is recommended that such address slips be enclosed in all parcels.

Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.

The senders of parcels addressed to banks or other organizations for delivery to second addressees will be obliged to state, on the labels or wrappers thereof, the exact names and addresses of the persons for whom such parcels are intended.

Addresses in ordinary pencil are not allowed, but indelible pencil may be used on a previously dampened surface.

2. As in the case of ordinary parcels, every insured parcel shall be packed in a manner adequate for the protection of

seguridad del contenido y la duración del transporte.

3. En los paquetes con valor declarado la declaración del valor deberá expresarse en la moneda del país de origen, e inscribirse sobre el paquete en caracteres latinos y cifras árabes debiendo anotar la oficina expedidora al lado de la cantidad declarada la equivalencia en francos oro. El importe de la declaración de valor deberá inscribirse tambien en la declaración de aduanas o en el Boletín de expedición.

4. Los paquetes con valor declarado deberán precintarse mediante sellos de lacre o por cualquier otro medio de seguridad, aunque el país destinatario podrá abrirlos a fin de inspeccionar el contenido. Los paquetes abiertos con este motivo han de cerrarse luego y precintarse de oficio.

Cualquiera de las Administraciones podrá exigir que los remitentes utilicen una marca o impresión especial para precintar sus paquetes con valor declarado, como medida de seguridad.

5. Los paquetes con valor declarado deberán ir provistos de una marca, un rótulo o un sello que lleve la mención "Insured" o la etiqueta roja V (modelo CP 7 de la U. P. U.) los cuales constarán sobre la cara de la dirección y en el Boletín de Expedición o Decla-

the contents and the length of the journey.

3. For insured parcels, the amount of insured value must appear on the parcel in the currency of the country of origin and in Roman letters and Arabic figures. The amount of the insured value must also be indicated on the customs declaration or on the dispatch note. The dispatching office must also show next to the amount of insured value in the currency of the country of origin, the equivalent converted to gold francs.

4. Insured parcels must be closed and securely sealed with wax or otherwise, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and officially sealed.

Either Administration may require a special impress or mark of the sender in the sealing of insured parcels mailed in the service, as a means of protection.

5. Each insured parcel must be stamped, marked or labeled with the notation "Insured" or it may bear a red label with the initial "V" on the address side of the parcel and on the customs declaration or the dispatch note. This notation will be placed on the parcel in close

ración de Aduana. El número de imposición se pondrá luego a continuación sobre cada uno de los paquetes. La declaración de Aduana o el Boletín de Expedición, si no estuviere pegada al envío, deberá igualmente marcarse, rotularse o sellarse en la misma forma.

6. Los rótulos o sellos postales colocados sobre los paquetes con valor declarado deberán espaciarse de tal manera que no puedan esconder ninguna lesión del embalaje. No deberán tampoco colocarse sobre las dos fases o caras del embalaje, de tal manera que cubran el borde.

7. El peso exacto en gramos deberá figurar en el paquete y en la documentación del mismo a continuación de la declaración de valor.

ARTICULO 10

Avisos de recibo y reclamaciones

1. El remitente de un paquete con valor declarado podrá obtener un aviso de recibo mediante el pago de un derecho adicional, en la forma que el país de origen del paquete exija.

2. Un derecho podrá ser percibido a juicio de la Administración del país de origen por cada solicitud de información relativa al trato que se hubiere dado a un paquete con valor declarado presentada con posterioridad al depósito del mismo, si el expedidor no hubiere pagado ya el derecho especial correspondiente a un aviso de recibo.

proximity to the insurance number which must be given each insured parcel.

6. The labels or stamps on insured parcels must be so placed that they cannot serve to conceal injuries to the covers. They must not be folded over two sides of the cover so as to hide the edge.

7. The exact weight in grams must show on the parcel and in the documentation of same, after the declaration of value.

ARTICLE 10

Return receipts and inquiries

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate.

2. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of the insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

Tambien se cobrará un derecho, a juicio del país de origen, en concepto de quejas por irregularidades que se presentaren y que a primera vista no implicaren falta del servicio postal.

3. Cada vez que se deseare obtener un aviso de recibo, la oficina de origen, escribirá o estampará sobre el paquete, de manera clara, la mención "Se solicita aviso de recibo" o simplemente las letras "A. R.".

ARTICULO 11

Intercambio de paquetes

Los paquetes con valor declarado deberán encerrarse en sacas separadas de aquellas en que se incluyen los ordinarios. Los rótulos correspondientes a las sacas que contengan los paquetes con valor declarado, deberán marcarse con signos distintivos de conformidad con lo que se resolviere oportunamente.

ARTICULO 12

Inscripción en las hojas de ruta

1. Los paquetes con valor declarado se inscribirán individualmente en hojas de ruta distintas. Cada paquete con valor declarado ha de inscribirse en la hoja de ruta con los siguientes datos: número de origen del envio asegurado, la oficina y pais de origen, así como el peso exacto en gramos.

A fee may also be charged, at the option of the country of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

3. When an advice of delivery is desired, the sender or office of origin shall write or stamp on the parcel in a conspicuous manner, the words "Return receipt requested", "Advice of delivery requested" or, boldly, the letters "A. R.".

ARTICLE 11

Exchange of parcels

Insured parcels shall be inclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may be agreed upon from time to time.

ARTICLE 12

Billing of parcels

1. Insured parcels shall be entered on separate parcel bills and shall be listed individually. The entries shall show in respect to each insured parcel, the insurance number, the office (and state or country) of origin, an indication of the weight division to which the parcel belongs and the exact weight in grams.

2. En la hoja de ruta correspondiente a un paquete postal devuelto o reexpedido se expresará esta circunstancia con las palabras "Reexpedido o Devuelto"

3. Cada oficina de cambio expedidora deberá numerar las hojas de ruta poniendo el número correspondiente en el extremo izquierdo superior, comenzándose cada año una nueva serie, para cada oficina de cambio destinataria. El último número del año deberá mencionarse en la primera hoja de ruta del año siguiente.

ARTICULO 13

Verificación por las oficinas de cambio

1. Al recibo de un despacho de paquetes postales con valor declarado, la oficina de cambio destinataria procederá a verificarlo. Las inscripciones en las hojas de ruta serán exactamente verificadas. Cada error u omisión se comunicará inmediatamente a la oficina expedidora mediante un boletín de verificación. Si no se confecciona dicho Boletín de verificación, se estimará que el despacho está en buen estado en todos los respectos.

Si se notare un error o irregularidad al recibo de un despacho, todas las piezas que sirvan para las investigaciones que se hieren con posterioridad, o para el examen de la reclamación, serán conservadas.

2. The entry on the bill of any returned or redirected parcel must be followed by the word "Returned" or "Redirected" as the case may be.

3. Each dispatching exchange office shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each exchange office of destination. The last number of the year shall be shown on the parcel bill of the first dispatch of the following year.

ARTICLE 13

Verification by the exchange office

1. Upon receipt of a dispatch of insured parcels, the receiving exchange office proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.

If an error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations, or for examination of requests for indemnity, must be kept.

2. La oficina de cambio expedidora a la cual se dirija un boletín de verificación lo devolverá lo más rápidamente posible, después de haberlo examinado y de haber consignado sus observaciones, si hubiere lugar. Los boletines devueltos se unirán a las hojas de ruta a que se refieran. Se considerarán como nulas las correcciones efectuadas en una hoja de ruta sin estar respaldadas por piezas justificativas.

3. La oficina de cambio expedidora podrá además, si el caso así lo requiere, ser avisada por telegrama, por cuenta de la Administración que lo expida.

4. En caso de falta de una hoja de ruta, se ha de confeccionar un duplicado, remitiendo una copia del mismo a la oficina de cambio de origen del despacho.

5. La oficina de cambio que recibiere de una oficina correspondiente un paquete insuficientemente embalado o averiado, deberá darle curso después de haberlo reembalado, si hubiere lugar, conservando hasta donde fuere posible el embalaje primitivo.

Si la avería fuere de tal naturaleza que el contenido del envío hubiera podido sustraerse, la oficina deberá proceder ante todo a la apertura de oficio del paquete y a la verificación de su contenido que deberá hacerse constar en Boletín de Rectificación.

2. The dispatching exchange office to which a bulletin of verification is sent, returns it after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The exchange office which receives from a corresponding office a parcel which is damaged or insufficiently packed must re-dispatch such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents, note of which must be made on the corresponding bulletin of verification.

En los dos casos el peso del paquete deberá comprobarse antes y después del nuevo embalaje e indicarse sobre la envoltura misma del paquete y en el Boletín de Rectificación. Esta indicación irá acompañada de la mención "Repacked at . . ." (Reembalado en . . .) junto con la firma de los empleados que hayan efectuado el reembalaje.

6. Por el reembalaje de los paquetes, podrá cobrarse un derecho igual al establecido en el país que realice ese servicio sin que pueda exceder de 0.50 fr. oro por paquete, o la cantidad que se determine por Acuerdo de la Unión Postal Universal.

ARTICULO 14

Reexpedición

1. Un paquete con valor declarado reexpedido dentro del país de destino, o entregado a algún destinatario suplente en la primitiva oficina de destino podrá gravarse con los derechos adicionales que la Administración destinataria exija, lo mismo que los paquetes ordinarios.

2. Cuando un paquete con valor declarado fuere reexpedido a cualquier de los dos países, éste deberá despacharse en la misma forma en que fué recibido, esto es, con valor declarado, pudiéndose cobrar nuevos derechos de seguro si estos no hubieren sido previamente cubiertos, y haciéndose efectivos en el momento de la entrega, lo

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself and on the bulletin of verification. That indication will be followed by the note "Reempacada en . . ." (Repacked at . . .) and the signature of the agents who have effected such repacking.

6. For the repacking of the parcels, a fee may be charged equal to that established in the country carrying out the service but which may not exceed 50 centimes per parcel or such amount as may be established in the Universal Postal Union.

ARTICLE 14

Redirection

1. An insured parcel redirected within the country of destination or delivered to an alternate addressee at the original office of address shall be liable, the same as ordinary parcels, to such additional charges as may be prescribed by the Administration of that country

2. When an insured parcel is redirected to either country it must be dispatched in the same kind of mails as received, that is, insured, and new insurance fees may, if not prepaid, be collected upon delivery as well as additional postage and retained by the Administration making the collection. The Administration making delivery shall fix the

mismo que la tasa postal adicional, en beneficio de la Administración que los recaudare y fijare la cuantía.

3. Los paquetes con valor declarado no serán reexpedidos ni devueltos a otro país, a menos que lo sean como tales paquetes con valor declarado.

Los paquetes postales con valor declarado pueden ser reexpedidos a tercer país siempre que para ello se observen las formalidades necesarias relativas al curso de los paquetes con valor declarado, a menos que los remitentes expresen por escrito su deseo de que tales envíos no sean reexpedidos a otro país distinto del primitivo destino.

Los paquetes con valor declarado podrán ser devueltos al remitente en un tercer país siempre que se exprese ese deseo mediante una anotación sobre el paquete y sobre el Boletín de expedición y se reexpidan como paquetes con valor declarado. En los casos de pérdida, expoliación o avería de un paquete con valor declarado que ha sido reexpedido o devuelto a un tercer país, las indemnizaciones a percibir deberán sujetarse a las estipulaciones del Artículo 2, parágrafo 5, de este acuerdo.

ARTICULO 15

Falta de entrega

1. Los paquetes con valor declarado que no hubieren sido entregados al destinatario, se-

amount of such fees and postage when not prepaid.

3. Insured parcels shall not be forwarded or returned to another country unless they are forwarded or returned as insured mail.

Unless senders indorse insured parcels to indicate that they do not wish them forwarded to any country other than that of mailing or within the country of original address, they may be forwarded to a third country if they are forwarded as insured mail.

Insured parcels may be returned to the sender in a third country, in accordance with a return address on the parcels, if they can be returned as insured mail. In case of loss, rifing, or damage of an insured parcel forwarded or returned to a third country, indemnity will be paid only in accordance with the stipulations of Article 2, Section 5 of this agreement.

ARTICLE 15

Non-delivery

1. An insured parcel which cannot be delivered shall be returned to the sender (in the

rán devueltos al remitente en la misma forma en que fueron recibidos, o sea, como paquetes con valor declarado. Se percibirán nuevos derechos de seguro así como también nuevas tasas postales, que las satisfará el remitente en beneficio de la oficina que efectuare el cobro.

Los paquetes con valor declarado que no hayan sido entregados estarán sujetos a los mismos derechos de reexpedición que los paquetes ordinarios no entregados.

2. La Administración de origen será notificada cada vez que un paquete con valor declarado, quede pendiente de entrega por cualquier motivo.

ARTICULO 16

Paquetes recibidos con falsa dirección

Los paquetes con valor declarado recibidos con falsa dirección, no podrán ser reexpedidos a sus destinos a menos de que se los trate como a tales, es decir, enviándolos como paquetes con valor declarado. Si no se pudiere cumplir con ese requisito, serán devueltos a su origen.

ARTICULO 17

Creditos

1. La Administración del País de origen acreditará a la Administración del País de destino

same kind of mail as received, that is, insured mail) under the same circumstances as in the case of an ordinary parcel which cannot be delivered. New insurance fees, as well as new postage may be collected from the sender and retained by the Administration making the collection.

Insured parcels which cannot be delivered will be subject to the same charges on return as ordinary parcels which are undeliverable.

2. The Administration of origin shall be notified when an insured parcel which is not delivered or is not returned to the country of origin is disposed of at auction or otherwise.

ARTICLE 16

Missent parcels

Missent insured parcels shall not be forwarded to their destination unless they are forwarded as insured mail. If they cannot be forwarded as insured mail, they shall be returned to the country of origin.

ARTICLE 17

Credits

1. The Administration of the country of origin will credit the Administration of the country

10 centimos de francos oro por cada paquete asegurado.

2. Se acreditará asimismo 10 centimos de francos oro por cada paquete cursado en tránsito desde un País a través del otro. Estos paquetes de tránsito se cursarán solamente en despachos cerrados.

ARTICULO 18

Asuntos no previstos en el acuerdo

1. Todos los asuntos relativos a solicitudes de informes o devolución de paquetes con valor declarado, a la obtención y disposición de avisos de recibo de los mismos o liquidación de indemnizaciones que se solicitaren y que no se hallaren expuestos en este acuerdo, serán regidos por las estipulaciones de el Acuerdo Relativo a Paquetes Postales de la Unión Postal de las Américas y España y de la Unión Postal Universal y sus Reglamentos, hasta donde puedan ser estos aplicables y siempre que no sean incompatibles con las estipulaciones de este acuerdo. En otro caso regirá la legislación interna, reglamentos y disposiciones dictadas por los Estados Unidos y España, en conformidad con el otro país.

2. El Director General de Correos de los Estados Unidos de América y el de España, quedan autorizados para hacer,

of destination with 10 gold centimes for each insured parcel.

2. Ten gold centimes will also be credited for each parcel forwarded in transit from one country across the other. These transit parcels will be forwarded in closed dispatches only.

ARTICLE 18

Matters not provided for in the agreement

1. All matters concerning requests for recall or return of insured parcels and obtaining and disposition of return receipts therefor, and the adjustment of indemnity claims in connection therewith, not covered by this agreement, shall be governed by the provisions of the Parcel Post Convention of the Postal Union of the Americas and Spain and the Universal Postal Union Convention and the Detailed Regulations for its Execution, respectively, in so far as they are applicable and are not inconsistent with the provisions of this agreement, and then, if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and Spain according to the country involved, shall govern.

2. The Postmaster General of the United States of America and the Director General of Posts and Telecommunications

TIAS 2287.
2 UST 1391.

TIAS 2800.
4 UST 1118, 1348.

TIAS 3530

de acuerdo, cada vez que les pareciere oportuno, y por correspondencia, cambios, modificaciones y otras regulaciones de orden y detalle que estimaren necesarias para facilitar el desenvolvimiento de los servicios que motivan el presente acuerdo.

3. Las Administraciones se comunicarán entre ellas, cada vez que juzgaren oportuno, las nuevas disposiciones de sus leyes y reglamentos aplicables a la conducción de paquetes con valor declarado.

ARTICULO 19

Duración del acuerdo

1. El presente acuerdo se pondrá en vigencia y las diversas operaciones de que se ocupa comenzarán a surtir efecto desde la fecha fijada entre las dos Administraciones.

2. Permanecerá en vigor hasta que una de las Administraciones contratantes haya participado a la otra, con seis meses de anticipación, su intención de terminarlo.

Cualquiera de las dos Administraciones puede suspender temporalmente los servicios de paquetes postales con valor declarado de una manera general o parcial, siempre que mediaren razones para ello, o restringirlo tan solo a ciertas oficinas; para lo cual se han de enviar las notificaciones pre-

of Spain shall have authority to make from time to time by correspondence, such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this agreement.

3. The Administrations shall communicate to each other from time to time the provisions of their laws or regulations applicable to the conveyance of parcels by insured mail.

ARTICLE 19

Duration of the Agreement

1. This agreement shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries.^[1]

2. It shall remain in force until one of the two contracting Administrations has given notice to the other, six months in advance, of its intention to terminate it.

Either Administration may temporarily suspend the insured service in whole or in part, when there are special reasons for doing so, or restrict it to certain offices; but on condition that previous and opportune notice of such a measure is given to the other Administration, such notice to

¹ Jan. 1, 1956.

vias y oportunas de haberse adoptado esa medida a la otra Administración, noticia que se debe enviar por la vía más rápida, si ello fuere necesario.

3. En la fecha de vigencia del servicio de seguros estipulado por este acuerdo, no continuará el intercambio de paquetes postales certificados previsto por el Acuerdo Relativo a Paquetes Postales de la Unión Postal de las Américas y España.

Hecho por duplicado y firmado en Madrid el día 16 de Julio, 1955 y en Washington el día 30 agosto, 1955

be given by the most rapid means, if necessary.

3. On the effective date of the insurance service provided for by this agreement, the exchange of registered parcels provided by the Parcel Post Agreement of the Postal Union of the Americas and Spain will be discontinued.

Done in duplicate and signed at Madrid the 16th of July, 1955 and at Washington the 30th of August, 1955

[SEAL]

LUIS RODRÍGUEZ MIGUEL
El Director General de Correos de España [¹]

ARTHUR E SUMMERFIELD
Postmaster General of the United States of America

ARTHUR E SUMMERFIELD
Postmaster General of the United States of America

LUIS RODRÍGUEZ MIGUEL
El Director General de Correos de España

¹ Director General of Posts and Telecommunications of Spain.

The foregoing Parcel Post Agreement between Spain and the United States of America has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL]

DWIGHT D EISENHOWER

By the President.

JOHN FOSTER DULLES
Secretary of State.

WASHINGTON, September 23, 1955

2

COLOMBIA

Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement effected by exchange of notes
Dated at Bogotá February 22 and March 14, 1956;
Entered into force March 14, 1956.*

The American Embassy to the Colombian Ministry for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 174

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and with reference to the Ministry's Note No. 378 of February 18, 1956^[1] and previous related communications has the honor to propose that, in accordance with the provisions of Article I, paragraph 3 of the Military Assistance Agreement between our two Governments dated April 17, 1952, respecting the disposition of equipment and materials furnished by the United States under that Agreement and no longer required for the purposes for which originally made available, the following agreement be entered into between the Government of the United States of America and the Government of the Republic of Colombia.

1. The Government of Colombia will report to United States personnel discharging United States responsibilities in Colombia under the Military Assistance Agreement such equipment and materials furnished under end item programs as are no longer required for the purposes for which originally made available. It is understood that such personnel of the Government of the United States may also inform the Government of Colombia of any such equipment and materials which may come to the attention of the Government of the United States, and when so informed the Government of Colombia will enter into consultation with the Government of the United States with a view to disposing of any

TIAS 2496.
3 UST, pt. 3, p.
3692.

¹ Not printed.

such items in accordance with the procedure set out in the following paragraphs.

2. The United States Government may accept title to such equipment and materials for transfer to a third country or for such other disposition as may be made by the United States Government.

3. When title is accepted by the United States Government, such equipment and materials will be delivered free alongside ship in Colombia in case ocean shipment is required, or delivered free on board inland carrier at a shipping point in Colombia designated by the Government of the United States in the event ocean shipping is not required, or, in the case of flight-delivered aircraft, at such airfield in Colombia as may be designated by the Government of the United States.

4. Such property reported no longer required in the Military Assistance Program of the Government of Colombia and not accepted by the Government of the United States for redistribution or return will be disposed of as agreed between the Governments of Colombia and the United States.

5. Any salvage or scrap from property furnished under the Military Assistance Agreement shall be reported to the Government of the United States in accordance with paragraph 1 and shall be disposed of in accordance with paragraphs 2, 3, and 4, of these arrangements. Salvage or scrap, which is not accepted by the Government of the United States will be used to support the defense effort of Colombia or of other countries to which military assistance is being furnished by the Government of the United States.

The Embassy of the United States of America, in looking forward to the acceptance of this agreement by the Government of Colombia, takes this opportunity to renew to the Ministry for Foreign Affairs the assurances of its highest and most distinguished consideration.

P W B.

EMBASSY OF THE UNITED STATES OF AMERICA.

Bogotá, February 22, 1956.

*The Colombian Ministry for Foreign Affairs to the American
Embassy*

MINISTERIO DE
RELACIONES EXTERIORES

Nº D-562

El Ministerio de Relaciones Exteriores saluda atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de referirse a la nota número 174 de 22 de febrero pasado y a la correspondencia anterior relacionada con el Acuerdo de Asistencia Militar de 17 de abril de 1953^[1] entre nuestros dos gobiernos. En relación con la devolución de equipo cuya utilización no sea necesaria, suministrado por los Estados Unidos de América en desarrollo del convenio aludido el Gobierno de Colombia acepta, las siguientes cláusulas:

- 1.- El Gobierno de Colombia informara al personal de los Estados Unidos encargado de descargar elementos de esta índole de los Estados Unidos en Colombia, relacionado con el Convenio de Asistencia Militar, sobre equipo y materiales suministrados según programas previamente formulados y que ya no se necesiten para los fines para que fueron suministrados originalmente. Se entiende que dicho personal del Gobierno de los Estados Unidos podrá asimismo informar al Gobierno de Colombia sobre tales equipos y materiales de la misma índole de que tenga conocimiento el Gobierno de los Estados Unidos, y al recibir esta información, el Gobierno de Colombia entrará en consulta con el Gobierno de los Estados Unidos con miras a disponer de cualesquiera de estas partidas de conformidad con el procedimiento indicado en los párrafos que siguen:
2. El Gobierno de los Estados Unidos podrá aceptar títulos sobre este equipo y materiales para transpasarlos a un tercer país o para que el Gobierno de los Estados Unidos disponga de ellos en cualquiera otra forma.
3. Al ser aceptado el título por el Gobierno de los Estados Unidos, el equipo y materiales serán entregados libre a costado de barco en Colombia en caso de que se requiera embarque marítimo, o libre a bordo de transportador interior en un punto de embarque en Colombia designado por el Gobierno de los Estados Unidos en caso de que no se requiera embarque marítimo, o, en el caso de aviones entregados en vuelo, en el aeropuerto colombiano que designe el Gobierno de los Estados Unidos.

^[1] Should read "17 de abril de 1952."

4. A las propiedades denunciadas que ya no se necesiten en el programa de asistencia militar del Gobierno de Colombia y que no sean aceptadas por el Gobierno de los Estados Unidos para redistribución o devolución se les dará el destino convenido entre los Gobiernos de Colombia y los Estados Unidos.

5. Cualquier chatarra o desecho de propiedades suministradas según el Convenio de Asistencia Militar serán denunciados al Gobierno de los Estados Unidos de conformidad con el parágrafo 1 y se dispondrá de ello de conformidad con los párrafos 2, 3 y 4 de este Convenio. La chatarra o desecho que no sean aceptados por el Gobierno de los Estados Unidos serán utilizados para ayudar al esfuerzo de defensa de Colombia o de otros países a los cuales está prestando ayuda militar el Gobierno de los Estados Unidos.

El Ministerio de Relaciones Exteriores se vale de la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

BOGOTÁ, 14 de Marzo de 1956

EVARISTO SOURDIS

Translation

MINISTRY OF
FOREIGN RELATIONS

No. D-562

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to note No. 174 of February 22, 1956, and to the previous correspondence relating to the Military Assistance Agreement between our two governments, dated April 17, 1953.^[1] With respect to the return of equipment furnished by the United States of America under that agreement and not needed, the Government of Colombia accepts the following clauses.

[For the English language text of the clauses, see *ante*, p. 475.]

The Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

BOGOTÁ, March 14, 1956.

EVARISTO SOURDIS

¹ Should read "April 17, 1952."

MULTILATERAL

Slavery

*Protocol, with annex, amending the convention of
September 25, 1926.*

*Opened for signature at the Headquarters of the United Nations,
New York, December 7, 1953;*

*Ratification advised by the Senate of the United States
of America January 25, 1956;*

*Ratified by the President of the United States of America
February 13, 1956;*

*Instrument of acceptance of the United States of America
deposited with the Secretary-General of the United
Nations March 7, 1956;*

*Proclaimed by the President of the United States of America
March 16, 1956;*

*Entered into force with respect to the United States
of America March 7, 1956.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol amending the slavery convention signed at Geneva on September 25, 1926 was opened for signature at New York on December 7, 1953 and was signed "Subject to acceptance" on December 16, 1953 by the plenipotentiary of the United States of America and has also been signed by the plenipotentiaries of certain other States;

WHEREAS the text of the said protocol, in the Chinese, English, French, Russian, and Spanish languages (the annex to the protocol being in the English and French languages only), as certified by the Secretary-General of the United Nations, is word for word as follows.

**PROTOCOL
AMENDING THE
SLAVERY CONVENTION**

SIGNED AT GENEVA ON 25 SEPTEMBER 1926



UNITED NATIONS

1953

**PROTOCOL AMENDING THE SLAVERY CONVENTION
SIGNED AT GENEVA ON 25 SEPTEMBER 1926**

The States Parties to the present Protocol,

Considering that under the Slavery Convention signed at Geneva on 25 September 1926 (hereinafter called "the Convention") the League of Nations was invested with certain duties and functions, and

Considering that it is expedient that these duties and functions should be continued by the United Nations,

Have agreed as follows:

ARTICLE I

The States Parties to the present Protocol undertake that as between themselves they will, in accordance with the provisions of the Protocol, attribute full legal force and effect to and duly apply the amendments to the Convention set forth in the annex to the Protocol.

ARTICLE II

1. The present Protocol shall be open for signature or acceptance by any of the States Parties to the Convention to which the Secretary-General has communicated for this purpose a copy of the Protocol.

2. States may become Parties to the present Protocol by:

- (a) Signature without reservation as to acceptance;
- (b) Signature with reservation as to acceptance, followed by acceptance;
- (c) Acceptance.

3. Acceptance shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations.

ARTICLE III

1. The present Protocol shall come into force on the date on which two States shall have become Parties thereto, and shall thereafter come into force in respect of each State upon the date on which it becomes a Party to the Protocol.^[1]

2. The amendments set forth in the annex to the present Protocol shall come into force when twenty-three States shall have become Parties to the Protocol, and consequently any State becoming a Party to the Convention, after the amendments thereto have come into force, shall become a Party to the Convention as so amended.^[2]

TS 778.
46 Stat. 2183.
Post, p. 511.

Post, p. 511.

ARTICLE IV

In accordance with paragraph 1 of Article 102 of the Charter of the United Nations and the regulations pursuant thereto adopted by the General Assembly, the Secretary-General of the United Nations is authorized to effect registration of the present Protocol and of the amendments made in the Convention by the Protocol on the respective dates of their entry into force and to publish the Protocol and the amended text of the Convention as soon as possible after registration.

TS 993.
59 Stat. 1052.

ARTICLE V

The present Protocol, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited in the archives of the United Nations Secretariat. The texts of the Convention to be amended in ac-

¹ In addition to the States indicated on pp. 18-31, Israel became a party to the protocol by the deposit of its instrument of acceptance on Sept. 12, 1955 (its instrument of accession to the convention having been deposited Jan. 6, 1955).

² In accordance with this provision the Philippines and Pakistan, on July 12 and Sept. 30, 1955, respectively, became parties to the convention as amended by the protocol.

cordance with the annex being authentic in the English and French languages only, the English and French texts of the annex shall be equally authentic, and the Chinese, Russian and Spanish texts shall be translations. The Secretary-General shall prepare certified copies of the Protocol, including the annex, for communication to States Parties to the Convention, as well as to all other States Members of the United Nations. He shall likewise prepare for communication to States, including States not Members of the United Nations,

upon the entry into force of the amendments as provided in article III, certified copies of the Convention as so amended.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, signed the present Protocol on the date appearing opposite their respective signatures.

DONE at the Headquarters of the United Nations, New York, this seventh day of December one thousand nine hundred and fifty-three.

PROTOCOLE
AMENDANT LA
CONVENTION RELATIVE A L'ESCLAVAGE
SIGNÉE A GENÈVE LE 25 SEPTEMBRE 1926



NATIONS UNIES

1953

TIAS 3532

**PROTOCOLE AMENDANT LA CONVENTION RELATIVE A L'ESCLAVAGE
SIGNEE A GENÈVE LE 25 SEPTEMBRE 1926**

Les Etats parties au present Protocole,

Considérant que la Convention relative a l'esclavage signée à Genève le 25 septembre 1926 (ci-après dénommée "la Convention") a confié à la Société des Nations certains devoirs et certaines fonctions, et

Considérant qu'il est opportun que ces devoirs et ces fonctions soient assumés désormais par l'Organisation des Nations Unies,

Sont convenus des dispositions suivantes:

ARTICLE PREMIER

Les Etats parties au présent Protocole prennent l'engagement qu'entre eux-mêmes, conformément aux dispositions du présent Protocole, ils attribueront plein effet juridique aux amendements à cet instrument qui figurent à l'annexe au présent Protocole, les mettront en vigueur et en assureront l'application.

ARTICLE II

1. Le présent Protocole sera ouvert à la signature ou à l'acceptation de tous les Etats parties à la Convention auxquels le Secrétaire général aura communiqué à cette fin un exemplaire dudit Protocole.

2. Les Etats pourront devenir parties au présent Protocole:
a) En le signant sans réserve quant à l'acceptation;
b) En le signant sous réserve d'acceptation et en l'acceptant ultérieurement;
c) En l'acceptant.

3. L'acceptation s'effectuera par le dépôt d'un instrument formel auprès du Secrétaire général de l'Organisation des Nations Unies.

ARTICLE III

1. Le présent Protocole entrera en vigueur à la date à laquelle deux Etats y seront devenus parties; il entrera par la suite en vigueur, à l'égard de chaque Etat, à la date à laquelle cet Etat deviendra partie au Protocole.

2. Les amendements qui figurent à l'annexe au présent Protocole entreront en vigueur lorsque vingt-trois Etats seront devenus parties audit Protocole. En conséquence, tout Etat devenant partie à la Convention après que les amendements à cette Convention seront entrés en vigueur, deviendra partie à la Convention ainsi amendée.

ARTICLE IV

Conformément au paragraphe 1 de l'Article 102 de la Charte des Nations Unies et au règlement adopté par l'Assemblée générale pour son application, le Secrétaire général de l'Organisation des Nations Unies est autorisé à enregistrer, aux dates respectives de leur entrée en vigueur, le présent Protocole ainsi que les amendements apportés à la Convention par ledit Protocole, et à publier, aussitôt que possible après l'enregistrement, le Protocole et le texte amendé de la Convention.

ARTICLE V

Le présent Protocole, dont les textes anglais, chinois, espagnol, français et russe feront également foi, sera déposé aux archives du Secrétariat de l'Organisation des Nations Unies. Les textes de la Convention, qui doit être amendée comme prévu à l'annexe, faisant foi seulement en anglais et en français, les

textes français et anglais de l'annexe feront également foi, et les textes chinois, espagnol et russe seront considérés comme des traductions. Le Secrétaire général établira des copies certifiées conformes du Protocole, y compris l'annexe, aux fins de communication aux Etats parties à la Convention, ainsi qu'à tous les autres Etats Membres de l'Organisation des Nations Unies. Dès que les amendements prévus à l'article III seront entres en vigueur, il établira de même des copies certifiées conformes de la Convention ainsi amendée, aux

fins de communication aux différents Etats, y compris les Etats non membres de l'Organisation des Nations Unies.

EN FOI DE QUOI les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Protocole aux dates figurant en regard de leurs signatures respectives.

FAIT au Siège de l'Organisation des Nations Unies, à New-York, le sept décembre mil neuf cent cinquante-trois.

修正一九二六年九月二十五日在日內瓦所訂

禁奴公約之議定書



聯合國

一九五三

**修正一九二六年九月二十五日在日內瓦所訂
禁奴公約之議定書**

本議定書簽訂國

鑑於國際聯合會依據一九二六年九月二十五日在日內瓦簽訂之禁奴公約（以下簡稱“公約”）實有若干瑕穢，

並鑒於各該職責宜由聯合國繼續執行，爰經議定條款如下

第一條

本議定書各簽訂國承擔於彼此間依照本議定書之規定，對於本議定書附件內所載之公約修正條款賦與充分法律效力，並妥予實施。

第二條

一。本議定書應聽由公約之任何簽訂國經祕書長送交本議定書副本以備其簽署或接受本議定書者予以簽署或接受。

二。各國得依下列方式之一成為本議定書簽訂國：

- (甲)對於接受不附保留之簽署；
- (乙)對於接受附有保留之簽署，繼以接受；
- (丙)接受。

三。接受應以正式文書送交聯合國祕書長存放為之。

第三條

一。本議定書應自兩個國家成為簽訂國之日起發生效力，嗣後對於每一國家應自該國成為簽訂國之日起發生效力。

二。本議定書附件內所載之修正條款應自二十三個國家成為本議定書簽訂國之日起發生效力，因此任何國家於公約之修正條款生效後成為公約之簽訂國者即為修正後之公約之簽訂國。

第四條

茲依照聯合國憲章第一百零二條第一項之規定及大會遵照該項規定所訂之細則，授權聯合國祕書長於本議定書及本議定書對於公約所為之修正分別發生效力之日起，予以登記，並於登記後儘速將本議定書及修正後之公約全文予以公佈。

第五條

本議定書應交存聯合國祕書處檔案庫，其中、英、法、俄、西文各本同一作準。須依附件修正之公約既僅以英、法文本作準，故附件應以其英、法文本同一作準，中、俄、西文各本則為譯本。祕書長應備就本議定書包括附件在內之正式副本，以便分送公約各簽訂國及聯合國所有其他會員國。祕書長並應備就修正後之公約之正式副本，俾於修正條款依照第三條規定生效時分送各國，包括非聯合國會員國之國家在內。

為此，下列簽字人各奉其本國政府正式授權，爰簽字於本議定書，以昭信守。其簽署日期與簽字並列。

公歷一九五三年十二月七日訂於紐約聯合國會所。

**П Р О Т О К О Л
о ВНЕСЕНИИ ИЗМЕНЕНИЙ
в КОНВЕНЦИЮ о РАБСТВЕ,
подписанную в Женеве 25 сентября 1926 года**



*ОБЪЕДИНЕННЫЕ НАЦИИ
1953*

ПРОТОКОЛ О ВНЕСЕНИИ ИЗМЕНЕНИЙ В КОНВЕНЦИЮ О РАБСТВЕ,
ПОДПИСАННУЮ В ЖЕНЕВЕ 25 СЕНТЯБРЯ 1926 ГОДА

Государства, участвующие в настоящем Протоколе,

принимая во внимание, что по Конвенции о рабстве, подписанной в Женеве 25 сентября 1926 года (именуемой в дальнейшем «Конвенцией»), на Лигу Наций было возложено выполнение некоторых обязанностей и функций, и

считая целесообразным, чтобы выполнение этих обязанностей и функций в дальнейшем приняла на себя Организация Объединенных Наций,

согласились о нижеследующем:

СТАТЬЯ I

Государства, участвующие в настоящем Протоколе, обязуются в своих взаимоотношениях признавать, в соответствии с положениями настоящего Протокола, полную юридическую силу и значение поправок к Конвенции, изложенных в Приложении к настоящему Протоколу, и надлежащим образом применять их.

СТАТЬЯ II

1. Настоящий Протокол открыт для подписания или принятия любым государством, участвующим в Конвенции, которому Генеральный Секретарь в этих целях препроводит копию настоящего Протокола.

2. Государства могут стать участниками настоящего Протокола путем:

- a) подписания без оговорок относительно принятия;
- b) подписания с оговоркой относительно принятия, после чего следует принятие;
- c) принятия.

3. Принятие производится путем депонирования формального акта у Генерального Секретаря Организации Объединенных Наций.

СТАТЬЯ III

1. Настоящий Протокол вступает в силу в день, когда не менее двух государств станут

его участниками, и после этого входит в силу в отношении каждого государства в день, когда оно становится участником Протокола.

2. Поправки, изложенные в Приложении к настоящему Протоколу, вступают в силу после того как двадцать три государства станут участниками Протокола, и после этого каждое государство, которое становится участником Конвенции после вступления в силу поправок к таковой, становится участником соответственно измененной Конвенции.

СТАТЬЯ IV

Согласно пункту 1 статьи 102 Устава Организации Объединенных Наций и согласно правилам, установленным Генеральной Ассамблеей для выполнения его, Генеральный Секретарь Организации Объединенных Наций уполномочен зарегистрировать настоящий Протокол и внесенные настоящим Протоколом в Конвенцию поправки в соответствующие дни вступления таковых в силу и опубликовать настоящий Протокол и измененный текст Конвенции в кратчайший по возможности срок по их регистрации.

СТАТЬЯ V

Настоящий Протокол, английский, испанский, китайский, русский и французский тексты которого являются равно аутентичными, будет храниться в архиве Секретариата Организации Объединенных Наций. Ввиду того что аутентичными являются только английский и французский тексты Конвенции, подлежащей изменению в соответствии с Приложением, равно аутентичными являются английский и французский тексты Приложения, а его испанский, китайский и русский тексты являются переводами. Генеральный Секретарь должна приготовить заверенные копии Протокола и Приложения к нему для препровождения их участвующим в Конвенции государствам, а также и всем другим государствам-членам Организации Объединенных Наций. Когда поправки вступят в

силу, как это предусматривается статьей III, он равным образом должен будет приготовить заверенные копии измененной Конвенции для препровождения их государствам, включая и государства, не состоящие членами Организации Объединенных Наций.

В УДОСТОВЕРЕНИЕ ЧЕГО ниже-подписавшиеся, надлежащим образом уполномоченные своими правительствами, подписали настоящий Протокол в дни, соответственно указанные против их подписей.

СОСТАВЛЕНО в Центральных учреждениях Организации Объединенных Наций, Нью-Йорк, сего седьмого декабря тысяча девятьсот пятьдесят третьего года.

PROTOCOLO
PARA MODIFICAR LA
CONVENCION SOBRE LA ESCLAVITUD
FIRMADA EN GINEBRA EL 25 DE SEPTIEMBRE DE 1926



NACIONES UNIDAS

1953

**PROTOCOLO PARA MODIFICAR LA CONVENCIÓN SOBRE LA ESCLAVITUD
FIRMADA EN GINEBRA EL 25 DE SEPTIEMBRE DE 1926**

Los Estados Partes en el presente Protocolo,

Considerando que la Convención sobre la Esclavitud firmada en Ginebra el 25 de septiembre de 1926 (denominada en adelante en el presente instrumento "la Convención") encamendó a la Sociedad de las Naciones determinados deberes y funciones, y

Considerando que es conveniente que las Naciones Unidas asuman en adelante el ejercicio de esos deberes y funciones,

Han convenido en lo siguiente:

ARTÍCULO I

Los Estados Partes en el presente Protocolo se comprometen entre sí, con arreglo a las disposiciones de este Protocolo, a atribuir plena fuerza y eficacia jurídica a las modificaciones de la Convención que figuran en el anexo al Protocolo, y a aplicar debidamente dichas modificaciones.

ARTÍCULO II

1. El presente Protocolo estará abierto a la firma o a la aceptación de todos los Estados Partes en la Convención a los que el Secretario General haya enviado al efecto copia del Protocolo.

2. Los Estados podrán llegar a ser Partes en el presente Protocolo:

- a) Por la firma sin reserva en cuanto a la aceptación;
- b) Por la firma con reserva en cuanto a la aceptación y la aceptación ulterior;
- c) Por la aceptación.

3. La aceptación se efectuará depositando un instrumento en debida forma en poder del Secretario General de las Naciones Unidas.

ARTICULO III

1. El presente Protocolo entrará en vigor en la fecha en que hayan llegado a ser Partes en el mismo dos Estados y, en lo sucesivo, respecto de cada Estado, en la fecha en que este llegue a ser Parte en el Protocolo.

2. Las modificaciones que figuran en el anexo al presente Protocolo entrarán en vigor cuando hayan llegado a ser Partes en el Protocolo veintitres Estados. En consecuencia, cualquier Estado que llegare a ser Parte en la Convención, después de haber entrado en vigor las modificaciones de la misma, será Parte en la Convención así modificada.

ARTICULO IV

Conforme al párrafo 1 del Artículo 102 de la Carta de las Naciones Unidas y al reglamento aprobado por la Asamblea General para la aplicación de ese texto, el Secretario General de las Naciones Unidas queda autorizado para registrar, en las fechas de su respectiva entrada en vigor, el presente Protocolo y las modificaciones introducidas en la Convención por el Protocolo, y a publicar, tan pronto como sea posible después del registro, el Protocolo y el texto modificado de la Convención.

ARTICULO V

El presente Protocolo, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en los archivos de la Secretaría de las Naciones Unidas. Como los textos auténticos de la Convención, que ha de ser modificada de conformidad con el anexo, son únicamente el inglés y el francés, los textos

inglés y francés del anexo serán igualmente auténticos y los textos chino, español y ruso serán considerados como traducciones. El Secretario General preparará copias certificadas del Protocolo, con inclusión del anexo, para enviarlas a los Estados Partes en la Convención, así como a todos los demás Estados Miembros de las Naciones Unidas. Al entrar en vigor las modificaciones con arreglo a lo previsto en el artículo III, el Secretario General preparará también, para enviarlas a los Estados, inclusive los que no son miembros de las Na-

ciones Unidas, copias certificadas de la Convención así modificada.

EN TESTIMONIO DE LO CUAL los infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Protocolo en las fechas que figuran al lado de sus respectivas firmas.

HECHO en la Sede de las Naciones Unidas, Nueva York, el siete de diciembre de mil novecientos cincuenta y tres.

ANNEX

TO THE PROTOCOL AMENDING THE SLAVERY CONVENTION

SIGNED AT GENEVA ON 25 SEPTEMBER 1926

In *article 7* "the Secretary-General of the United Nations" shall be substituted for "the Secretary-General of the League of Nations"

In *article 8* "the International Court of Justice" shall be substituted for "the Permanent Court of International Justice", and "the Statute of the International Court of Justice" shall be substituted for "the Protocol of December 16th, 1920, relating to the Permanent Court of International Justice"

In the first and second paragraphs of *article 10* "the United Nations" shall be substituted for "the League of Nations"

The last three paragraphs of *article 11* shall be deleted and the following substituted:

"The present Convention shall be open to ac-

cession by all States, including States which are not Members of the United Nations, to which the Secretary-General of the United Nations shall have communicated a certified copy of the Convention.

"Accession shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations, who shall give notice thereof to all States Parties to the Convention and to all other States contemplated in the present article, informing them of the date on which each such instrument of accession was received in deposit."

In *article 12* "the United Nations" shall be substituted for "the League of Nations"

ANNEXE

AU PROTOCOLE AMENDANT LA CONVENTION RELATIVE A L'ESCLAVAGE
SIGNÉE A GENÈVE LE 25 SEPTEMBRE 1926

A l'article 7, remplacer les mots "au Secrétaire général de la Société des Nations" par les mots "au Secrétaire general de l'Organisation des Nations Unies"

A l'article 8, remplacer les mots "la Cour permanente de Justice internationale" par les mots "la Cour internationale de Justice". remplacer les mots "au Protocole du 16 décembre 1920, relatif à la Cour permanente de Justice internationale" par les mots "au Statut de la Cour internationale de Justice"

A l'article 10, dans les premier et deuxième alinéas, remplacer les mots "la Société des Nations" par les mots "l'Organisation des Nations Unies"

A l'article 11, remplacer les trois derniers alinéas par le texte suivant:

"La presente Convention sera ouverte à l'adhésion de tous les Etats, y compris les Etats non membres de l'Organisation des Nations Unies, auxquels le Secrétaire general aura communiqué une copie certifiée conforme de la Convention.

"L'adhésion s'effectuera par le dépôt d'un instrument formel auprès du Secrétaire général de l'Organisation des Nations Unies, qui en avisera tous les Etats parties à la Convention et tous les autres Etats visés dans le présent article, en leur indiquant la date à laquelle chacun de ces instruments d'adhésion a été déposé."

A l'article 12, remplacer les mots "la Société des Nations" par les mots "l'Organisation des Nations Unies"

FOR AFGHANISTAN: [1]

POUR L'AFGHANISTAN:

阿富汗·

За Афганистан·

POR EL AFGANISTAN:

FOR AUSTRALIA:

POUR L'AUSTRALIE:

澳大利亞

За Австралию:

POR AUSTRALIA:

W D. FORSYTH
9th December 1953

FOR AUSTRIA:

POUR L'AUTRICHE:

奥地利·

За Австрию:

POR AUSTRIA:

Sous reserve de ratification [2]
Heinrich HAYMERLE

¹ Signed Aug. 16, 1954.

² In translation reads "Subject to ratification." Acceptance deposited July 16, 1954.

FOR THE KINGDOM OF BELGIUM:^[1]

POUR LE ROYAUME DE BELGIQUE:

比利時王國：

За Королевство Бельгия:

Por el REINO DE BÉLGICA:

FOR BULGARIA:

POUR LA BULGARIE:

保加利亞

За България:

Por BULGARIA:

¶

FOR THE UNION OF BURMA:^[2]

POUR L'UNION BIRMANE:

緬甸聯邦。

За Бирманский Союз:

Por la UNION BIRMANA:

¹ Signed subject to acceptance Feb. 24, 1954.

² Signed subject to acceptance Mar. 14, 1956.

FOR CANADA:

POUR LE CANADA:

加拿大:

За Канаду:

POR EL CANADA:

David M. JOHNSON
17 Dec. 1953

FOR CHINA:

POUR LA CHINE:

中國:

За Китай:

POR LA CHINA:

Subject to ratification^[1]
Chung Liu Hsia

FOR CUBA:^[2]

POUR CUBA:

古巴

За Кубу:

POR CUBA:

^[1] Acceptance deposited Dec. 14, 1955.

^[2] Signed June 28, 1954.

FOR CZECHOSLOVAKIA:

POUR LA TCHECOSLOVAQUIE:

捷克斯洛伐克:

За Чехословакию:

POR CHECOESLOVAQUIA:

FOR DENMARK:^[1]

POUR LE DANEMARK:

丹麦。

За Данмари:

POR DINAMARCA:

FOR ECUADOR:^[2]

POUR L'EQUATEUR:

厄瓜多。

За Эквадор:

POR EL ECUADOR:

¹ Signed Mar. 3, 1954.

² Signed *ad referendum* Sept. 7, 1954; acceptance deposited Aug. 17, 1955.

FOR EGYPT:^[1]

POUR L'EGYPTE:

埃及

За Египет:

POR EGIPTO:

FOR FINLAND:^[2]

POUR LA FINLANDE:

芬兰

За Финляндию:

POR FINLANDIA.

FOR FRANCE:

POUR LA FRANCE:

法蘭西

За Францию:

POR FRANCIA:

Sous réserve de ratification

Henri HOPPENOT

14 janvier 1954

¹ Signed subject to acceptance June 15, 1954; acceptance deposited Sept. 29, 1954.

² Acceptance deposited Mar. 19, 1954.

FOR GREECE:

POUR LA GRÈCE:

希臘

За Грецию:

POR GRECIA:

Subject to ratification^[1]

Alexis KYROU

FOR HAITI:

POUR HAÏTI:

海地.

За Гаити:

POR HAITI:

FOR HUNGARY:

POUR LA HONGRIE:

匈牙利:

За Венгрию:

POR HUNGRIA:

¹ Acceptance deposited Dec. 12, 1955.

FOR INDIA:^[1]

POUR L'INDE:

印度·

За Индию:

POR LA INDIA:

FOR INDONESIA:

POUR L'INDONÉSIE:

印度尼西亞

За Индонезию:

POR INDONESIA:

FOR IRAQ:^[2]

POUR L'IRAK:

伊拉克·

За Ирак:

POR IRAK:

¹ Signed Mar. 12, 1954.

² Acceptance deposited May 23, 1955.

FOR IRELAND:

POUR L'IRLANDE:

愛爾蘭

За Ирландию:

POR IRLANDA:

FOR ITALY:^[1]

POUR L'ITALIE:

義大利:

За Италию:

POR ITALIA:

FOR LEBANON:

POUR LE LIBAN:

黎巴嫩·

За Ливан:

POR EL LIBANO:

¹ Signed Feb. 4, 1954.

FOR LIBERIA:

POUR LE LIBÉRIA:

利比里亞

За Либерию:

POR LIBERIA:

Edwin A. MORGAN

FOR MEXICO:^[1]

POUR LE MEXIQUE:

墨西哥·

За Мексику:

POR MÉXICO:

FOR MONACO:^[2]

POUR MONACO:

摩納哥

За Монако:

POR MÓNACO:

¹ Signed Feb. 3, 1954.

Signed subject to acceptance Jan. 28, 1954; acceptance deposited Nov. 12, 1954.

FOR THE KINGDOM OF THE NETHERLANDS:

POUR LE ROYAUME DES PAYS-BAS:

荷蘭王國

За Королевство Нидерландов:

POR EL REINO DE LOS PAÍSES BAJOS:

Sous réserve de ratification^[1]

D. J. VON BALLUSECK

15 Déc. 1953

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

紐西蘭

За Новую Зеландию:

POR NUEVA ZELANDIA:

L. K. MUNRO

16 December 1953

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜

За Никарагуа:

POR NICARAGUA:

¹ Acceptance deposited July 7, 1955.

FOR THE KINGDOM OF NORWAY:^[1]

POUR LE ROYAUME DE NORVEGE:

挪威王國

За Королевство Норвегии:

POR EL REINO DE NORUEGA:

FOR POLAND:

POUR LA POLOGNE:

波兰

За Польшу:

POR POLONIA:

FOR PORTUGAL.

POUR LE PORTUGAL.

葡萄牙

За Португалию:

POR PORTUGAL.

¹ Signed subject to acceptance Feb. 24, 1954.

FOR ROMANIA:

POUR LA ROUMANIE:

羅馬尼亞

За Румынию:

POR RUMANIA:

FOR SWEDEN:^[1]

POUR LA SUEDE:

瑞典·

За Швецию:

POR SUECIA:

FOR SWITZERLAND:

POUR LA SUISSE:

瑞士·

За Швейцарию:

POR SUIZA:

A. LINDT

¹ Signed Aug. 17, 1954.

FOR SYRIA^[1]

POUR LA SYRIE:

敘利亞

За Сирію:

POR SIRIA:

FOR TURKEY:^[2]

POUR LA TURQUIE:

土耳其.

За Турцию:

POR TURQUIA:

FOR THE UNION OF SOUTH AFRICA:

POUR L'UNION SUD-AFRICAINE:

南非聯邦.

За Южно-Африканский Союз:

POR LA UNION SUDAFRICANA:

JORDaan

29 Dec. 1953

¹ Acceptance deposited Aug. 4, 1954.

² Signed Jan. 14, 1955.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

Evelyn EMMET

FOR THE UNITED STATES OF AMERICA:

POUR LES ETATS-UNIS D'AMERIQUE:

美利堅合衆國

За Соединенные Штаты Америки:

POR LOS ESTADOS UNIDOS DE AMERICA:

Subject to acceptance^[1]

Henry Cabot LODGE, Jr.

December 16, 1953

FOR YUGOSLAVIA:^[2]

POUR LA YUGOSLAVIE:

南斯拉夫

За Югославию:

POR YUGOESLAVIA:

¹ Acceptance deposited Mar. 7, 1956.

² Signed subject to acceptance Feb. 11, 1954; acceptance deposited Mar. 21, 1955.

Certified true copy

For the Secretary-General:

Copie certifiée conforme

Pour le Secrétaire général:



Yannick Lang Principal Director in charge of the Legal Department

Directeur principal chargé du Département juridique

WHEREAS the Senate of the United States of America by their resolution of January 25, 1956, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said protocol,

WHEREAS the said protocol was duly ratified by the President of the United States of America on February 13, 1956, in pursuance of the aforesaid advice and consent of the Senate,

WHEREAS it is provided by Article III, paragraph 1, of the said protocol that the protocol shall come into force on the date on which two States shall have become parties thereto, and shall thereafter come into force in respect of each State upon the date on which it becomes a party to the protocol,

WHEREAS it is provided by Article II, paragraph 2, of the said protocol that States may become parties to the protocol by (a) signature without reservation as to acceptance, (b) signature with reservation as to acceptance, followed by acceptance, or (c) acceptance, and that acceptance shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations;

WHEREAS the said protocol was signed on December 7, 1953 without reservation as to acceptance on behalf of Liberia, Switzerland, and the United Kingdom of Great Britain and Northern Ireland,

WHEREAS, pursuant to the aforesaid provision of Article III, paragraph 1, of the said protocol, the protocol came into force on December 7, 1953 in respect of the aforementioned three States on behalf of which the protocol had been signed without reservation as to acceptance;

WHEREAS it is provided by Article III, paragraph 2, of the said protocol that the amendments set forth in the annex to the protocol shall come into force when twenty-three States shall have become parties to the protocol,

WHEREAS, according to a notification received by the Government of the United States of America from the Secretary-General of the United Nations, the aforesaid amendments entered into force on July 7, 1955,

WHEREAS a formal instrument accepting the said protocol was deposited with the Secretary-General of the United Nations by the United States of America on March 7, 1956, and the said protocol thereupon came into force for the United States of America pursuant to the aforesaid provision of Article III, paragraph 1,

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim

and make public the said protocol amending the slavery convention signed at Geneva on September 25, 1926 to the end that the said protocol, including the said amendments set forth in the annex to the protocol, and each and every article and clause thereof, shall be observed and fulfilled with good faith on and after March 7, 1956 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this sixteenth day of March
in the year of our Lord one thousand nine hundred
[SEAL] fifty-six and of the Independence of the United States
of America the one hundred eightieth.

DWIGHT D EISENHOWER

By the President.

HERBERT HOOVER Jr

Acting Secretary of State

FINLAND

Surplus Agricultural Commodities

*Agreement supplementing the agreement of May 6, 1955,
as supplemented.*

*Post, pp. 517, 875,
2925.*

*Signed at Helsinki March 26, 1956;
Entered into force March 26, 1956.
With related exchange of notes
Dated at Helsinki March 26, 1956.*

AGREEMENT TO SUPPLEMENT THE AGREEMENT DATED MAY 6, 1955 BETWEEN THE UNITED STATES OF AMER- ICA AND FINLAND UNDER TITLE I OF THE AGRICUL- TURAL TRADE DEVELOPMENT AND ASSISTANCE ACT.

The Surplus Agricultural Commodities Agreement between the United States of America and Finland under Title I of the Agricultural Trade Development and Assistance Act of 1954 signed at Helsinki, Finland, on May 6, 1955, as supplemented on January 12, 1956, is hereby further supplemented.

68 Stat. 455.
7 U.S.C §§1701-1709.
TIAS 3248.
6 UST 1103.
TIAS 3488.
Ante, p. 154.

(1) To provide for financing by the Government of the United States, on or before September 30, 1956, of additional commodities and ocean transportation, as follows:

	Export Market Value f.o.b. or f.a.s.
	(thousand)
Cotton	\$2, 860
Tobacco	3, 800
Wheat	3, 100
Corn	1, 140
Dried fruit	1, 200
Ocean transportation	1, 000
<hr/>	
Total.	\$13, 100

(2) To provide that the Finnmarks accruing to the Government of the United States as a consequence of sales of commodities pursuant to this supplement will be used by the Government of the United States for payment of United States expenses in

Finland, including expenditures in accordance with sub-sections 104 (a), (d), (f) and (h) of the Act.

The provisions of the present Agreement are supplemental to, and not in replacement of, the provisions of the Agreement of May 6, 1955 as supplemented on January 12, 1956, which remain in full force and effect without modification and, to the extent relevant, apply to the transactions undertaken pursuant to the present Agreement.

This supplementary Agreement shall enter into force upon signature.

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

Done at Helsinki, this 26th day of March, 1956.

JOHN D HICKERSON

John D Hickerson

RALF TÖRNGREN

Ralf Törngren

[SEAL]

*The Finnish Ministry for Foreign Affairs to the American
Embassy*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
DE FINLANDE

No. 25112

The Ministry for Foreign Affairs present their compliments to the Embassy of the United States of America and have the honour to confirm the following understandings reached in connection with the Supplemental Agreement of March 26, 1956 under the Surplus Agricultural Commodities Agreement of May 6, 1955, with respect to the maintenance of usual marketings in Finland of commodities sold under the Supplemental Agreement and with respect to financing and transportation arrangements:

1. The Government of Finland will provide facilities for Finnish importers to purchase at least the following amounts of commodities of United States origin during the present calendar year, over and above the quantities of these commodities mentioned in the Supplemental Agreement.

Cotton	\$1,750,000
Tobacco	750,000
Wheat	310,000

2. The Government of Finland will take steps to assure that at least 50 percent of the tonnage of each commodity purchased under the Supplemental Agreement shall be transported on United States flag vessels, to the extent that such vessels are available at fair and reasonable rates for United States vessels. The Government of Finland, however, consider that their acceptance of the above shipping arrangement is not to constitute a precedent.

3. The Government of Finland understand that the date of September 30, 1956, mentioned in paragraph (1) of the Supplemental Agreement of March 26, 1956, is the date on or before which Purchase Authorizations should be issued by the United States Department of Agriculture and that the Purchase Authorizations will provide for the completion of shipments by December

31, 1956 unless, in the event of shipping difficulties, the Purchase Authorizations are amended in agreement with the United States Department of Agriculture.

HELSINKI, *March 26, 1956.*

R T.

[SEAL]

To the
EMBASSY OF THE UNITED STATES
OF AMERICA,
Helsinki.

The American Embassy to the Finnish Ministry for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 167

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and has the honor to acknowledge receipt of the Ministry's Note No. 25112 confirming certain understandings reached in connection with the Supplemental Agreement of March 26, 1956 under the Surplus Agricultural Commodities Agreement of May 6, 1955, with respect to the maintenance of usual marketings in Finland of commodities sold under the Supplemental Agreement and with respect to financing and transportation arrangements.

J D H

AMERICAN EMBASSY,
Helsinki, March 26, 1956.

FINLAND

Surplus Agricultural Commodities

*Agreement amending the agreement of May 6, 1955,
as supplemented.*

Post, pp. 875, 2925.

Effectuated by exchange of notes

*Signed at Helsinki March 26, 1956;
Entered into force March 26, 1956.*

*The American Ambassador to the Finnish Minister for Foreign
Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Helsinki, March 26, 1956.

No. 168

EXCELLENCY:

I have the honor to refer to the "Surplus Agricultural Commodities Agreement Between the United States of America and Finland Under Title I of the Agricultural Trade Development and Assistance Act" signed at Helsinki, Finland, on May 6, 1955, which it is agreed is hereby amended as follows:

68 Stat. 455.
7 U.S.C §§1701-1709.
TIAS 3248.
6 UST 1103.

(1) In Article II, paragraph 1, the words "Sub-sections (a), (b) and (f) of Section 104" will read "Sub-sections (a), (f) and (h) of Section 104"

TIAS 3488, 3533.
Ante, pp. 154, 513.

(2) In order to reaffirm the previous understanding reached regarding dates for Finnmark deposits in payment for agricultural surplus commodities sold under the Agreement of May 6, 1955 and the Supplements of January 12, 1956 and March 26, 1956, the first sentence of Article III of the Agreement of May 6, 1955 is modified to read. "The amount of Finnmarks to be deposited to the account of the United States shall be the dollar sales value of the commodities or services reimbursed or financed by the Government of the United States converted into Finnmarks at the par value of the Finnmark agreed with the International Monetary Fund on the date when dollar payment was made by a United States bank or, in the case of a dollar reimbursement for

ocean freight or other charges, on the date reimbursement was made to the Government of Finland"

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Finland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply

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

JOHN D HICKERSON

His Excellency

THE MINISTER FOR FOREIGN AFFAIRS,
Helsinki.

*The Finnish Minister for Foreign Affairs to the American
Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
DE FINLANDE

No. 25113

HELSINKI, March 26, 1956.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of March 26, 1956, which reads as follows:

"I have the honor to refer to the "Surplus Agricultural Commodities Agreement Between the United States of America and Finland Under Title I of the Agricultural Trade Development and Assistance Act" signed at Helsinki, Finland, on May 6, 1955, which it is agreed is hereby amended as follows:

"(1) In Article II, paragraph 1, the words "Sub-sections (a), (b) and (f) of Section 104" will read. "Sub-sections (a), (f) and (h) of Section 104"

"(2) In order to reaffirm the previous understanding reached regarding dates for Finnmark deposits in payment for agricultural surplus commodities sold under the Agreement of May 6, 1955 and the Supplements of January 12, 1956 and March 26, 1956, the first sentence of Article III of the Agreement of May 6, 1955 is modified to read. "The amount of Finnmarks to be deposited to the account of the United States shall be the dollar sales value of the commodities or services reimbursed or financed by the Government of the United States

converted into Finnmarks at the par value of the Finnmark agreed with the International Monetary Fund on the date when dollar payment was made by a United States bank or, in the case of a dollar reimbursement for ocean freight or other charges, on the date reimbursement was made to the Government of Finland”

“Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Finland, I have the honor to propose that this note and Your Excellency’s reply to that effect shall constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply

“Accept, ”

In reply I have the honor to confirm to you that the foregoing provisions are acceptable to the Government of Finland and that the Government of Finland agrees with your proposal that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

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

RALF TÖRNGBRÄN

His Excellency

JOHN D HICKERSON,
*Ambassador of the United States
of America,
Helsinki.*

TIAS 3534

NETHERLANDS

American Dead in World War II

Agreement implementing the agreement of April 11, 1947.

Effectuated by exchange of notes

Dated at The Hague September 26, 1951;

Entered into force September 26, 1951.

The American Embassy to the Netherlands Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 185

The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry of Foreign Affairs and has the honor to refer to the Embassy's Note No. 1077, dated September 9, 1949 [¹] in which the Ministry was informed that the United States Government was pleased to accept the offer of an interest in the land upon which Margraten Cemetery has been established.

The Embassy understands that this offer was made with the object of carrying out the agreement contained in the Notes of April 11, 1947, exchanged between His Excellency the Minister of Foreign Affairs of the Kingdom of the Netherlands and the United States Chargé d'Affaires a. i. at The Hague, and that this offer is subject to the following conditions:

a) The Government of the Kingdom of the Netherlands grants to the Government of the United States of America, and the Government of the United States of America accepts, the free use, without any taxation, of the land required for a permanent United States World War II Military Cemetery, for a period of fifty years which shall be perpetually renewed for as long as the land is used for this purpose. The parcels of land required for this purpose are mentioned in annex (1) (a total area of 26.48.83 hectares), all of which are contiguous and situated in the province of Limburg in the Netherlands, in the municipalities of Margraten,

TIAS 1777.
61 Stat., pt. 4, p.
4037.

Post, p. 523.

¹ Not printed.

Cadier en Keer and Gronsveld and which are in detail denoted by the area within the red boundary-line [¹] on a Property Requirements Plan which has been initialled "ne varietur" by the two Governments and which is annexed to the present Note (annex 2). [²]

A cadastral survey has been made of the area within the red boundary-line [¹] and boundary-stones have been placed by the designated Netherlands authorities.

b) It is understood and agreed that the title to the land referred to in paragraph a) will remain in the name of the Kingdom of the Netherlands, with full and free use by the Government of the United States of America for the period mentioned in paragraph a); further, that the full and free use of the land enables the Government of the United States of America, observing the rules already agreed on in this matter in the Notes of April 11, 1947, to proceed with all arrangements deemed necessary for maintaining a permanent cemetery on this land, including the installation thereon of memorials, grave markers and all structures, buildings, utilities, roads and horticultural plantings as may be desired for the embellishment and administration of the cemetery and to move, raze or remove such fixtures at will at any future time.

The Government of the Kingdom of the Netherlands guarantee that the land lent to the Government of the United States of America is not encumbered with any public or private easements or other encumbrances which may hinder the contemplated use.

As far as the installation of utilities (gas, electricity, water, etc.) is concerned, previous consultation with the "Eerst aanwezend Ingenieur der Genie" (Commander of the Engineers) at Venlo is required.

c) The Government of the Kingdom of the Netherlands will further the conservation of the existing rural aspect of the area around the cemetery and the preservation of the dignity and aesthetic character of the cemeterial site from unsightly or inappropriate structures or activities.

d) The Government of the United States of America will furnish the Government of the Kingdom of the Netherlands with the names, Christian names, ranks, functions and residences in the Netherlands of American citizens, charged with work at the cemetery mentioned in paragraph a) in order to grant such personnel

¹ The red boundary-line of the original Property Requirements Plan is represented by a heavy black line on the printed reproduction.

² For annex 2, as confirmed by the Netherlands Ministry of Foreign Affairs, see *post*, facing p. 526.

the exemption from taxes mentioned in par. i) of the major concessions, referred to in the exchange of Notes of April 11, 1947.

e) The Government of the United States of America will not lease or let the land lent to it to a third party and replace at the disposal of the Government of the Kingdom of the Netherlands, the parcels of land no longer used for the cemetery.

If Her Majesty's Government is indeed prepared to grant the concessions under the above-mentioned conditions, the Embassy will appreciate receiving the Ministry's confirmation thereof.

Annex (1) to Embassy Note #185 of Sept. 25, [1] 1951

Cadastral indication and areas of the parcels of land on which the American Military Cemetery Margraten is situated.

Municipality of Margraten: Section B, parcel No. 2121 area..... 19.70.78 ha.

Municipality of Gronsveld: Section E, parcel No. 757 area..... 5.15.10 ha.

Municipality of Cadier en [2] Section A, parcel No. 2422 area.... 1.62.95 ha.

Total area..... 26.48.83 ha.

AMERICAN EMBASSY

The Hague, September 26, 1951

The Netherlands Ministry of Foreign Affairs to the American Embassy

MIN. VAN BUITENLANDSCHE ZAKEN [3]

Direction General Affairs.

No. 61480.

The Ministry of Foreign Affairs presents its compliments to the American Embassy and acknowledges receipt of the latter's note of to-day's date, No. 185, reading as follows:

"The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry of Foreign Affairs and has the honour to refer to the Embassy's Note No. 1077, dated September 9th, 1949, in which the Ministry was informed that the United States Government were pleased to accept the offer of an interest in the land upon which Margraten Cemetery has been established.

The Embassy understands that this offer was made with the object of carrying out the agreement contained in the Notes of April 11th, 1947, exchanged between His Excellency the Minister of Foreign Affairs of the Kingdom of the Netherlands

¹ Should read "Sept. 26,".

² Should read "Cadier en Keer".

³ Ministry of Foreign Affairs.

and the United States Chargé d'Affaires a. i. at The Hague, and that this offer is subject to the following conditions:

a) The Government of the Kingdom of the Netherlands grant to the Government of the United States of America, and the Government of the United States of America accept, the free use, without any taxation, of the land required for a permanent United States World War II Military Cemetery, for a period of fifty years which shall be perpetually renewed for as long as the land is used for this purpose. The parcels of land required for this purpose are mentioned in annex (1) (a total area of 26.48.83 hectares), all of which are contiguous and situated in the province of Limburg in the Netherlands, in the municipalities of Margraten, Cadier en Keer and Gronsveld and which are in detail denoted by the area within the red boundary-line ['] on a Property Requirements Plan which has been initialled "ne varietur" by the two Governments and which is annexed to the present Note (annex 2).

A cadastral survey has been made of the area within the red boundary-line ['] and boundary-stones have been placed by the designated Netherlands authorities.

b) It is understood and agreed that the title to the land referred to in paragraph a) will remain in the name of the Kingdom of the Netherlands, with full and free use by the Government of the United States of America for the period mentioned in paragraph a); further, that the full and free use of the land enables the Government of the United States of America, observing the rules already agreed on in this matter in the Notes of April 11, 1947, to proceed with all arrangements deemed necessary for maintaining a permanent cemetery on this land, including the installation there on of memorials, grave markers and all structures, buildings, utilities, roads and horticultural plantings as may be desired for the embellishment and administration of the cemetery and to move, raze or remove such fixtures at will at any future time.

The Government of the Kingdom of the Netherlands guarantee that the land lent to the Government of the United States of America is not encumbered with any public or private easements or other encumbrances which may hinder the contemplated use.

¹ The red boundary-line of the original Property Requirements Plan is represented by a heavy black line on the printed reproduction.

As far as the installation of utilities (gas, electricity, water, etc.) is concerned, previous consultation with the "Eerst aanwezend Ingenieur der Genie" (Commander of the Engineers) at Venlo is required.

- c) The Government of the Kingdom of the Netherlands will further the conservation of the existing rural aspect of the area around the cemetery and the preservation of the dignity and aesthetic character of the cemeterial site from unsightly or inappropriate structures or activities.
- d) The Government of the United States of America will furnish the Government of the Kingdom of the Netherlands with the names, Christian names, ranks, functions and residences in the Netherlands of American citizens, charged with work at the cemetery mentioned in paragraph a) in order to grant such personnel the exemption from taxes mentioned in paragraph i) of the major concessions, referred to in the exchange of Notes of April 11th, 1947.
- e) The Government of the United States of America will not lease or let the land lent to it, to a third party and replace at the disposal of the Government of the Kingdom of the Netherlands, the parcels of land no longer used for the cemetery.

If Her Majesty's Government are indeed prepared to grant the concessions under the abovementioned conditions, the Embassy will appreciate receiving the Ministry's confirmation thereof."

The Ministry herewith confirms that the Netherlands Government are prepared to grant the concessions as laid down in the Embassy's abovementioned Note.

THE HAGUE, September 26th, 1951.



To the EMBASSY
OF THE UNITED STATES
OF AMERICA.

Annex (1) to: Note No. 61480 of September 26th, 1951.

Cadastral Indication and areas of the parcels of land on which
the American Military Cemetery Margraten is situated:

Municipality of <u>Margraten</u> :	Section B, parcel no.	
2121 area		19.70.78 ha.
Municipality of <u>Gronsveld</u> :	Section E, parcel no.	
757 area		5.15.10 ha.
Municipality of <u>Cadier en Keer</u> :	Section A, parcel no. 2422 area	1.62.95 ha.
Total area		26.48.83 ha.

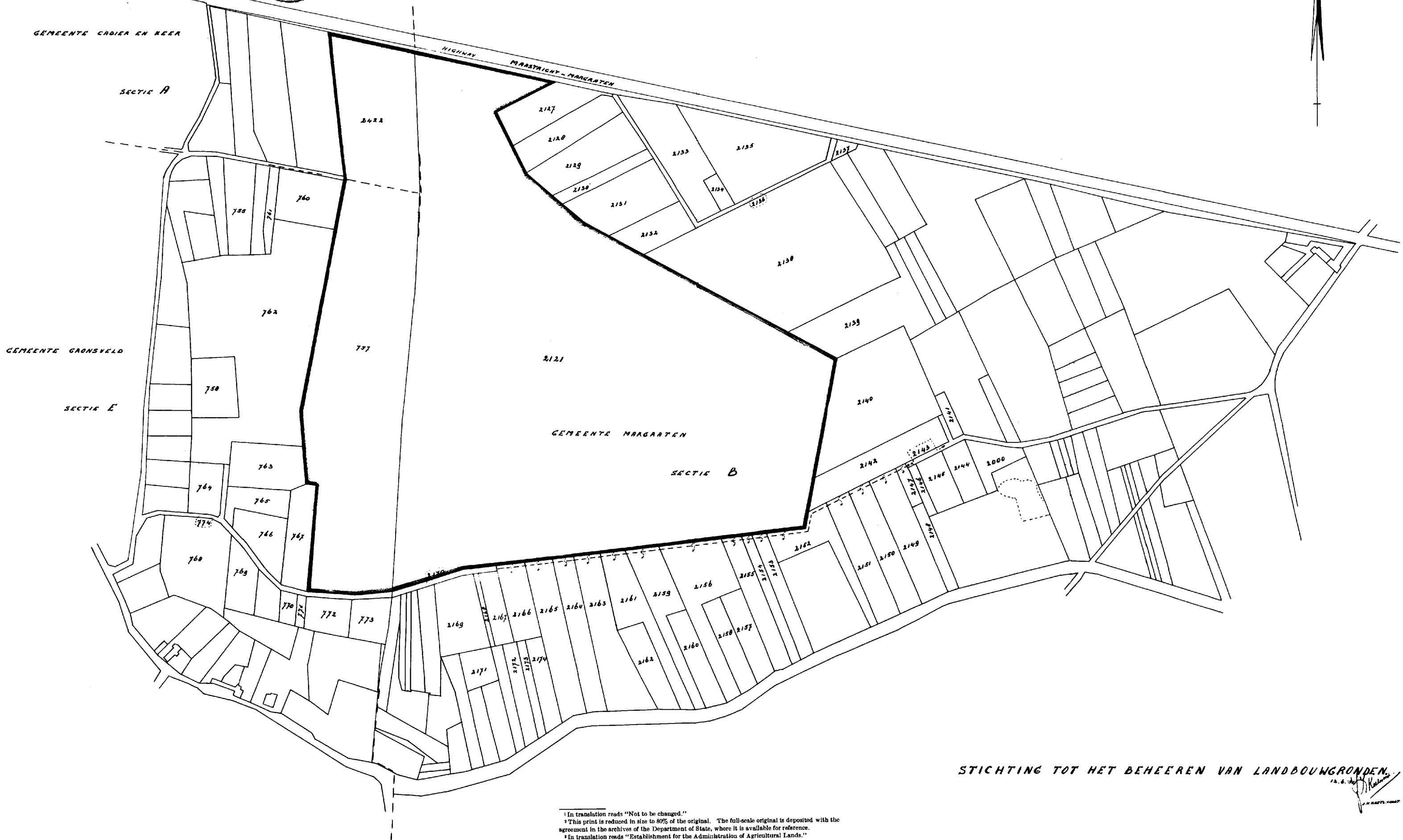


Annex (2) Note No. 61480
of September 26, 1951.

Re varielur. [1]

UNITED STATES MILITARY CEMETERY
MARGRATEN.

SCALE 1: 2500. [2]



FEDERAL REPUBLIC OF GERMANY

Air Transport Services

*Agreement and exchange of notes
Signed at Washington July 7, 1955;
Entered into force April 16, 1956.*

AIR TRANSPORT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE FEDERAL REPUBLIC OF GERMANY

The United States of America and the Federal Republic of Germany,

Desiring to conclude an Agreement for the purpose of promoting air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows

ARTICLE 1

For the purposes of the present Agreement

a) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised by the Civil Aeronautics Board and, in the case of the Federal Republic of Germany, the Federal Minister of Transport and any person or agency authorized to perform the functions exercised by the said Federal Minister of Transport

b) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, mandate or trusteeship of that State

c) The term "designated airline" shall mean an airline that one contracting party has notified the other contracting party, in writing, to be the airline which will operate a specific route or routes listed in the exchange of notes in accordance with paragraph (2) of Article 2 of this Agreement

d) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo

e) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State

f) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail

ARTICLE 2

(1) Each contracting party grants to the other contracting party rights necessary for the conduct of international air services by the designated airlines, as follows the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, mail and cargo at the points in its territory named on each of the routes specified in accordance with paragraph (2)

(2) The routes over which the designated airlines of the two contracting parties will be authorized to operate will be specified in a Route Schedule, mutually agreed upon, and set forth in an exchange of diplomatic notes

Post, p. 557.

ARTICLE 3

Air service on a specified route 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 given the appropriate operating permission. Such other party shall, subject to Article 4, be bound to give this permission provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement

ARTICLE 4

Each contracting party reserves the right to withhold or revoke the operating permission provided for in Article 3 of this Agreement from an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by such airline to comply with the laws and regulations referred to in Article 5 hereof, or in case of the failure of the airline

or the government designating it otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement

ARTICLE 5

(1) 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 utilized by the airline or airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from and while within the territory of the first contracting party

(2) The laws and regulations of one contracting party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, and while within the territory of the first contracting party

ARTICLE 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party, and still in force, shall be recognized as valid by the other contracting party for the purpose of operating the routes and

services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

TIAS 1591.
61 Stat. pt. 2,
p. 1180.

ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that

a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

b) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores on board aircraft of the designated airlines of one contracting party on arrival in the territory of the other contracting party and retained on board on leaving the territory of that party shall be exempt, on a basis of reciprocity, from customs duties, inspection fees and other national duties or charges. Such supplies may also be used or consumed free of customs duties and other entrance taxes

aboard aircraft while in flight over the territory of the other contracting party. With respect to food stores, however, this shall apply only if the food stores are issued for immediate consumption aboard aircraft carrying passengers on international air services exclusively and furthermore if such aircraft can be continuously supervised by customs authorities in case of intermediate landings.

c) Fuel, lubricating oils, consumable technical supplies, spare parts, and regular equipment introduced into the territory of one contracting party by or on behalf of the other contracting party or its nationals under customs supervision and control, intended solely for use on, and used on, aircraft of the designated airlines of such contracting party in international services shall be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges.

d) Insofar as the above-mentioned supplies are exempted from duties, fees and charges, they shall not be subject to the otherwise applicable economic prohibitions and restrictions relating to import, export and transit.

ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each contracting party to operate on any route specified in accordance with paragraph (2) of Article 2 of this Agreement.

ARTICLE 9

In the operation by the airlines of either contracting party of the air services over the routes described in accordance

with paragraph (2) of Article 2 of 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

ARTICLE 10

(1) 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

(2) It is the understanding of both contracting parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for or coming from third countries at a point or points on the routes specified in accordance with paragraph (2) of Article 2 of this Agreement shall be applied in accordance with the general principles of orderly development to which both contracting parties subscribe and shall be subject to the general principle that capacity should be related

a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic,

b) to the requirements of through airline operation;
and,

c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services

ARTICLE 11

Rates to be charged on the routes provided for in accordance with paragraph (2) of Article 2 of this Agreement shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service, and shall be determined in accordance with the following paragraphs

a) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in the territory of the Federal Republic of Germany referred to in the Route Schedule provided for in paragraph (2) of Article 2 of this Agreement shall, consistent with the provisions of the present Agreement, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers

b) Any rate proposed by an airline of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of each contracting party

c) During any period for which the Civil Aeronautics Board of the United States has approved the traffic conference procedures of the International Air Transport Association (hereinafter called IATA), any rate agreements concluded through these procedures and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of the Federal Republic of Germany pursuant to the principles enunciated in paragraph b) above.

d) The contracting parties agree that the procedure described in paragraphs e), f) and g) of this Article shall apply.

aa) If, during the period of the approval by both contracting parties of the IATA traffic conference procedure, either, any specific rate agreement is not approved within a reasonable time by either contracting party, or, a conference of IATA is unable to agree on a rate, or

bb) At any time no IATA procedure is applicable, or

cc) If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference procedure relevant to this Article

e) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States,

each of the contracting parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one contracting party to a point or points in the territory of the other contracting party from becoming effective, if in the judgment of the aeronautical authorities of the contracting party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the contracting parties on receipt of the notification referred to in paragraph b) above is dissatisfied with the rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

aa) In the event that such agreement is reached, each contracting party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

bb) If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph b) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph g) below.

f) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the contracting parties is dissatisfied with any rate proposed by the

airline or airlines of either contracting party for services from the territory of one contracting party to a point or points in the territory of the other contracting party, it shall so notify the other prior to the expiry of the first fifteen (15) of the thirty (30) day period referred to in paragraph b) above, and the contracting parties shall endeavor to reach agreement on the appropriate rate

aa) In the event that such agreement is reached, each contracting party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines

bb) It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of

g) When in any case under paragraphs e) or f) of this Article the aeronautical authorities of the two contracting parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one contracting party concerning the proposed rate or an existing rate of the airline or airlines of the other contracting party, upon the request of either, the terms of Article 13 of this Agreement shall apply

ARTICLE 12

(1) Consultation between the competent authorities of both contracting parties may be requested at any time by either

contracting party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Route

Schedule Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of Foreign Affairs of the Federal Republic of Germany as the case may be

(2) Should agreement be reached on amendment of this Agreement such amendment shall become effective when it has been approved in accordance with the procedure set forth in Article 17 of this Agreement

(3) Should agreement be reached on amendment of the Route Schedule, such agreement shall become effective on the date of an exchange of diplomatic notes in accordance with the procedure provided in paragraph (2) of Article 2 for the initial establishment of the Route Schedule

(4) A frequent exchange of ideas will take place between the aeronautical authorities of the two parties in order to achieve close cooperation in all matters concerning the present Agreement

ARTICLE 13

(1) Except as otherwise provided in this Agreement, any dispute between contracting parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a mixed commission of three members, one to be named by each

contracting party, and the third to be agreed upon by the two members so chosen, provided that such third member shall not be a national of either contracting party. Each of the contracting parties shall designate a member within two months of the date of delivery by either party to the other party of a diplomatic note requesting settlement of a dispute, and the third member shall be agreed upon within one month after such period of two months.

(2) If either of the contracting parties fails to designate its own member within two months, or if the third member is not agreed upon within the time limit indicated, either party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the member or members.

(3) The contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. Each contracting party shall bear the expenses arising out of the activity of its member as well as one half of the expenses arising out of the activity of the third member.

ARTICLE 14

This Agreement, all amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organization.

ARTICLE 15

If a general multilateral air transport convention

accepted by both contracting parties enters into force, the provisions of the multilateral convention shall prevail. Consultations under the provisions of Article 12 may be held to determine the extent to which the present Agreement is amended, supplemented or revoked by the provisions of the multilateral convention.

ARTICLE 16

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of its receipt, unless by agreement between the contracting parties the notice of intention to terminate is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

ARTICLE 17

The present Agreement shall enter into force on the date of receipt by the United States of America of notification of its approval by the Federal Republic of Germany

¹ Apr. 16, 1956.

ABKOMMEN ÜBER DEN LUFTVERKEHR
ZWISCHEN DEN VEREINIGTEN STAATEN VON AMERIKA
UND DER BUNDESREPUBLIK DEUTSCHLAND

Die

Vereinigten Staaten von Amerika

und

die

Bundesrepublik Deutschland

haben in dem Wunsche, ein Abkommen zur Förderung des Luftverkehrs zwischen ihren Gebieten zu schliessen, hierzu beglaubigte Bevollmächtigte ernannt, die wie folgt übereingekommen sind.

Artikel 1

Im Sinne dieses Abkommens bedeuten

a) "Luftfahrtbehörden"

in der Bundesrepublik Deutschland der Bundesminister für Verkehr sowie jede Person oder Stelle, die zur Ausübung der dem Bundesminister für Verkehr obliegenden Aufgaben ermächtigt ist,

in den Vereinigten Staaten von Amerika der Civil Aeronautics Board sowie jede Person oder Stelle, die zur Ausübung der dem Civil Aeronautics Board obliegenden Aufgaben ermächtigt ist.

b) "Gebiet"

in Bezug auf einen Staat die Landgebiete und die daran angrenzenden Küstengewässer, die unter dessen Staatsgewalt, Suzeränität, Schutzherrschaft, Mandats- oder Treuhandverwaltung stehen.

c) "Benanntes Unternehmen"

ein Luftverkehrsunternehmen, das der eine Vertragsstaat dem anderen Vertragsstaat schriftlich als Unternehmen bezeichnet hat, das eine oder mehrere der durch Notenaustausch nach Artikel 2, Absatz 2 dieses Abkommens festgelegten Fluglinien betreiben wird.

d) "Fluglinienverkehr"

der planmässige Luftverkehr, der zur öffentlichen Beförderung von Fluggästen, Post oder Fracht durch Luftfahrzeuge betrieben wird.

e) "Internationaler Fluglinienverkehr"

ein Fluglinienverkehr, der durch den Luftraum über dem Gebiet von mehr als einem Staat führt.

f) "Landung zu nichtgewerblichen Zwecken"

eine Landung für andere Zwecke als zum Aufnehmen oder Absetzen von Fluggästen, Post oder Fracht.

Artikel 2

(1) Jeder Vertragsstaat gewährt dem anderen Vertragsstaat folgende zur Durchführung von internationalem Fluglinienverkehr durch die benannten Unternehmen erforderlichen Rechte:

das Recht des Überflugs,

das Recht der Landung zu nichtgewerblichen Zwecken und

das Recht des Ein- und Ausflugs zur Durchführung von gewerblichem internationalen Verkehr mit Fluggästen, Post und Fracht an den Orten in seinem Gebiet, die bei jeder nach Artikel 2, Absatz 2 dieses Abkommens festgelegten Linie aufgeführt sind.

(2) Die Linien, welche die benannten Unternehmen der beiden Vertragsstaaten befugt sind zu betreiben, werden in einem Fluglinienplan aufgeführt, der zu vereinbaren und in einem diplomatischen Notenaustausch festzulegen ist.

Artikel 3

Der Fluglinienverkehr auf einer festgelegten Linie kann von einem oder mehreren Unternehmen eines Vertragsstaates jederzeit aufgenommen werden, nachdem dieser Vertragsstaat das betreffende oder die betreffenden Unternehmen für diese Linie benannt und der andere Vertragsstaat die entsprechende Betriebserlaubnis erteilt hat. Der andere Vertragsstaat ist vorbehaltlich des Artikels 4 dieses Abkommens verpflichtet, diese Erlaubnis zu erteilen, wobei das benannte oder die benannten Unternehmen aufgefordert werden können, vor den zuständigen Luftfahrtbehörden dieses Vertragsstaats den Nachweis zu erbringen, dass sie den Erfordernissen der von diesen Behörden im allgemeinen angewandten Gesetze und Vorschriften entsprechen, bevor ihnen die Erlaubnis zur Aufnahme des in diesem Abkommen vorgesehenen Betriebs erteilt wird.

Artikel 4

Jeder Vertragsstaat behält sich das Recht vor, die in Artikel 3 dieses Abkommens vorgesehene Betriebserlaubnis für ein von dem anderen Vertragsstaat benanntes Unternehmen

zu verweigern oder zurückzuziehen, wenn ihm nicht nachgewiesen wird, dass ein wesentlicher Teil des Eigentums und die tatsächliche Kontrolle dieses Unternehmens bei Staatsangehörigen des anderen Vertragsstaats liegen oder wenn dieses Unternehmen die in Artikel 5 dieses Abkommens erwähnten Gesetze und Vorschriften nicht befolgt, oder wenn das Unternehmen oder die benennende Regierung es sonst unterlässt, ihren daraus sich ergebenden Verpflichtungen nachzukommen oder die Bedingungen zu erfüllen, unter denen die Rechte nach diesem Abkommen gewährt werden.

Artikel 5

(1) Die Gesetze und Vorschriften eines Vertragsstaats betreffend den Einflug in sein Gebiet oder den Ausflug aus seinem Gebiet der im internationalen Luftverkehr eingesetzten Luftfahrzeuge oder betreffend den Betrieb und den Verkehr dieser Luftfahrzeuge innerhalb seines Gebietes gelten für die Luftfahrzeuge, die von den benannten Unternehmen des anderen Vertragsstaats verwendet werden, und sind von diesen Luftfahrzeugen beim Ein- oder Ausflug und innerhalb des Gebietes des ersten Vertragsstaats zu befolgen.

(2) Die Gesetze und Vorschriften eines Vertragsstaats betreffend den Einflug in sein Gebiet oder den Ausflug aus seinem Gebiet von Fluggästen, Besatzungen oder Fracht von Luftfahrzeugen, wie zum Beispiel Vorschriften betreffend Einreise, Abfertigung, Einwanderung, Pässe, Zoll und Quarantäne, sind beim Einflug in das Gebiet oder beim Ausflug aus dem Gebiet und innerhalb des Gebietes dieses Vertragsstaats von den Fluggästen und Besatzungen des anderen Vertragsstaats

oder für diese und hinsichtlich der Fracht des anderen Vertragsstaats zu befolgen.

Artikel 6

Lufttüchtigkeitszeugnisse, Befähigungszeugnisse und Erlaubnisscheine, die von einem Vertragsstaat erteilt oder als gültig anerkannt sind und noch Gültigkeit besitzen, werden von dem anderen Vertragsstaat für den Betrieb der in diesem Abkommen vorgesehenen Linien und den vorgesehenen Linienverkehr als gültig anerkannt, vorausgesetzt, dass die Bedingungen, unter denen diese Zeugnisse oder Erlaubnisscheine erteilt oder für gültig erklärt worden sind, den auf Grund des Abkommens über die Internationale Zivilluftfahrt festgelegten Mindestanforderungen entsprechen oder über diese hinausgehen. Jeder Vertragsstaat behält sich indessen das Recht vor, die Anerkennung von Befähigungszeugnissen und Erlaubnisscheinen, die seinen eigenen Staatsangehörigen von einem anderen Staat erteilt worden sind, für Flüge über seinem eigenen Gebiet zu verweigern.

Artikel 7

Um Diskriminierungen zu vermeiden und Gleichheit der Behandlung zu gewährleisten, vereinbaren beide Vertragsstaaten folgendes:

a) Jeder Vertragsstaat kann für die Benutzung der seiner Kontrolle unterstehenden öffentlichen Flughäfen und anderer Einrichtungen gerechte und angemessene Gebühren erheben oder deren Erhebung gestatten. Die Vertragsstaaten kommen jedoch überein, dass diese Gebühren nicht höher sein dürfen als sie für die Benutzung dieser Flughäfen und Einrichtungen von ihren

eigenen, im gleichartigen internationalen Fluglinienverkehr eingesetzten Luftfahrzeugen gezahlt werden würden.

b) Treibstoff, Schmieröle, verbrauchbare Betriebsmittel, Ersatzteile, übliche Ausrüstungsgegenstände und Vorräte, die sich an Bord von Luftfahrzeugen der benannten Unternehmen des einen Vertragsstaates bei der Ankunft im Gebiet des anderen Vertragsstaates befinden und beim Verlassen des Gebietes dieses Vertragsstaates an Bord verbleiben, sind auf der Grundlage der Gegenseitigkeit von Zöllen, Kontrollgebühren und sonstigen innerstaatlichen Abgaben befreit. Solche Gegenstände können ohne Erhebung der Eingangsabgaben bei Flügen im Gebiet des anderen Vertragsstaates auch an Bord verbraucht werden. Für Nahrungs- und Genussmittel gilt dies jedoch nur, soweit sie in Luftfahrzeugen, die Fluggäste ausschliesslich im internationalen Fluglinienverkehr befördern und bei Zwischenlandungen ständig zollamtlich überwacht werden können, zum alsbaldigen Verzehr an Bord ausgegeben werden.

c) Treibstoff, Schmieröle, verbrauchbare Betriebsmittel, Ersatzteile, übliche Ausrüstungsgegenstände, die in das Gebiet des einen Vertragsstaates von dem anderen Vertragsstaat oder dessen Staatsangehörigen oder in ihrem Auftrag unter Zollüberwachung eingeführt werden und lediglich für die Verwendung in Luftfahrzeugen der benannten Unternehmen dieses Vertragsstaates im internationalen Fluglinienverkehr bestimmt sind und in diesen Luftfahrzeugen verwendet werden, sind auf der Grundlage der Gegenseitigkeit von Zöllen, Kontrollgebühren und sonstigen innerstaatlichen Abgaben befreit.

d) Soweit die in den vorstehenden Absätzen genannten Gegenstände von Zöllen, Gebühren und Abgaben befreit sind, un-

terliegen sie nicht den sonst für sie geltenden wirtschaftlichen Ein-, Aus- und Durchfuhrverboten und -beschränkungen.

Artikel 8

Den Unternehmen jedes Vertragsstaates wird in billiger und gleicher Weise Gelegenheit gegeben, den Betrieb auf jeder der nach Artikel 2 Absatz 2 dieses Abkommens vereinbarten Linien durchzuführen.

Artikel 9

Bei dem Betrieb des Fluglinienverkehrs auf den nach Artikel 2 Absatz 2 dieses Abkommens festgelegten Linien durch die Unternehmen eines jeden der beiden Vertragsstaaten sind die Interessen der Unternehmen des anderen Vertragsstaates zu berücksichtigen, damit der auf allen oder einem Teil der gleichen Linien betriebene Fluglinienverkehr dieser Unternehmen nicht ungebührlich beeinträchtigt wird.

Artikel 10

(1) Der Flugliniendienst, welcher der Öffentlichkeit von den auf Grund dieses Abkommens betriebenen Unternehmen zur Verfügung gestellt wird, soll dem öffentlichen Verkehrsbedürfnis Rechnung tragen.

(2) Zwischen beiden Vertragsstaaten besteht Einverständnis darüber, dass der von einem benannten Unternehmen auf Grund dieses Abkommens eingerichtete Fluglinienverkehr die Bereitstellung einer Kapazität zum Hauptziel hat, die der Verkehrs nachfrage zwischen dem Staate, dem das Unternehmen angehört, und den letzten Bestimmungsstaaten des Verkehrs entspricht. Das Recht, bei diesem Linienverkehr internationalen Verkehr, der für dritte Länder bestimmt ist oder aus dritten Ländern kommt, an einem oder mehreren Orten auf den gemäss

Artikel 2 Absatz 2 dieses Abkommens festgelegten Linien aufzunehmen oder abzusetzen, wird gemäss den allgemeinen Grundsätzen einer ordnungsmässigen Entwicklung, die beide Vertragsstaaten anerkennen, angewendet und unterliegt dem allgemeinen Grundsatz, dass sich die Kapazität richten soll nach

- a) dem Verkehrsbedürfnis zwischen dem Herkunftsland und den letzten Bestimmungsländern des Verkehrs,
- b) dem Bedürfnis des Durchgangsverkehrs,
- c) dem Verkehrsbedürfnis in dem von dem Unternehmen durchflogenen Gebiet, unter Berücksichtigung des örtlichen und regionalen Fluglinienverkehrs.

Artikel 11

Die Tarife, die auf den gemäss Artikel 2 Absatz 2 dieses Abkommens festgelegten Linien zu berechnen sind, müssen angemessen sein unter gebührender Berücksichtigung aller einschlägigen Faktoren, wie zum Beispiel der Betriebskosten, eines angemessenen Gewinns, der von anderen Unternehmen berechneten Tarife sowie der Besonderheiten der jeweiligen Dienste, und werden nach den Bestimmungen der folgenden Absätze festgesetzt:

- a) Die von den Unternehmen eines Vertragsstaates zu berechnenden Tarife zwischen Orten im Gebiet der Bundesrepublik Deutschland und Orten im Gebiet der Vereinigten Staaten von Amerika, wie sie in dem gemäss Artikel 2 Absatz 2 dieses Abkommens festgelegten Liniensystem angegeben sind, unterliegen gemäss den Bestimmungen dieses Abkommens der Genehmigung der Luftfahrtbehörden der Vertragsstaaten, die im Rahmen ihrer gesetzlichen Befugnisse entsprechend ihren Verpflichtungen

nach diesem Abkommen handeln werden.

b) Die von einem Unternehmen eines Vertragsstaates vorgeschlagenen Tarife sind mindestens dreissig (30) Tage vor dem vorgeschlagenen Zeitpunkt der Einführung den Luftfahrtbehörden beider Vertragsstaaten vorzulegen, wobei in besonderen Fällen diese Frist von dreissig (30) Tagen abgekürzt werden kann, wenn die Luftfahrtbehörden beider Vertragsstaaten einverstanden sind.

c) Für jeden Zeitraum, für den der Civil Aeronautics Board der Vereinigten Staaten die Verfahren der Verkehrskonferenz des Internationalen Luftransportverbandes (im folgenden als IATA bezeichnet) gebilligt hat, unterliegen alle Tarifabmachungen, die auf diesem Wege abgeschlossen werden und an denen Unternehmen der Vereinigten Staaten beteiligt sind, der Genehmigung des Board. Alle auf diese Weise abgeschlossenen Tarifabmachungen bedürfen gegebenenfalls auch der Zustimmung der Luftfahrtbehörden der Bundesrepublik Deutschland nach den in Absatz b aufgestellten Grundsätzen.

d) Die Vertragsstaaten stimmen darin überein, dass das in den Absätzen e, f und g dieses Artikels beschriebene Verfahren angewendet werden soll.

aa) wenn, solange die beiden Vertragsstaaten das IATA Verkehrskonferenz-Verfahren billigen, entweder ein besonderes Tarifabkommen nicht innerhalb einer angemessenen Frist von einem Vertragsstaat gebilligt wird oder eine Verkehrskonferenz der IATA sich über einen Tarif nicht einigen kann,

bb) jederzeit, wenn ein IATA-Verfahren nicht anwendbar ist, oder

cc) wenn ein Vertragsstaat zu irgendeiner Zeit seine Zustimmung zu demjenigen Teil des Verfahrens der Verkehrskonferenz der IATA, der für diesen Artikel gilt, zurückzieht oder nicht erneuert.

e) Falls den Luftfahrtbehörden der Vereinigten Staaten gesetzlich die Befugnis übertragen wird, in ähnlicher Weise gerechte und wirtschaftliche Tarife für die Beförderung von Personen und Gütern im internationalen Luftverkehr festzusetzen und vorgeschlagene Tarife auszusetzen, wie dies der Civil Aeronautics Board gegenwärtig bezüglich der Tarife für die Beförderung von Personen und Gütern in der Luft innerhalb der Vereinigten Staaten tun kann, wird jeder Vertragsstaat seine Befugnisse danach so ausüben, dass das Inkrafttreten von Tarifen verhindert wird, die von einem seiner Unternehmen für den Fluglinienverkehr aus dem Gebiet des einen Vertragsstaats nach einem oder mehreren Punkten des Gebietes des anderen Vertragsstaates vorgeschlagen sind, falls diese nach Auffassung der Luftfahrtbehörden des Vertragsstaates, dessen Unternehmen die Tarife vorgeschlagen hat, ungerecht oder unwirtschaftlich sind. Ist einer der Vertragsstaaten nach Eingang der in Absatz b erwähnten Mitteilung mit dem von einem Unternehmen des anderen Vertragsstaates vorgeschlagenen Tarif nicht einverstanden, so hat er dies dem anderen Vertragsstaat vor Ablauf der ersten fünfzehn (15) der erwähnten dreissig (30) Tage mitzuteilen, die Vertragsstaaten werden sich in diesem Falle bemühen, eine Einigung über einen angemessenen Tarif zu erreichen.

- aa) Falls eine solche Einigung erzielt wird, wird jeder Vertragsstaat sein Möglichstes tun, um den Tarif für seine Unternehmen in Kraft zu setzen.
- bb) Wird bis zum Ablauf der in Absatz b erwähnten Frist von dreissig (30) Tagen eine Einigung nicht erzielt, so kann der vorgeschlagene Tarif bis zur Regelung aller Meinungsverschiedenheiten nach dem in Absatz g dargelegten Verfahren vorläufig in Kraft treten, wenn nicht die Luftfahrtbehörden des Landes, dessen Luftverkehrsunternehmen die Änderung des Tarifs vorgeschlagen hat, es für richtig hält, dessen Anwendung auszusetzen.
- f) Sollte vor dem Zeitpunkt, zu dem den Luftfahrtbehörden der Vereinigten Staaten eine solche Befugnis übertragen ist, einer der Vertragsstaaten mit einem Tarif nicht einverstanden sein, der von einem Unternehmen eines Vertragsstaates für Linienverkehr von dem Gebiet eines Vertragsstaats nach einem oder mehreren Punkten in dem Gebiet des anderen Vertragsstaates vorgeschlagen wird, so hat er dies vor Ablauf der ersten fünfzehn (15) Tage der in Absatz b erwähnten Frist von dreissig (30) Tagen dem anderen Vertragsstaat mitzuteilen; die Vertragsstaaten werden sich in diesem Falle bemühen, eine Einigung über einen angemessenen Tarif zu erzielen.
 - aa) Falls eine derartige Einigung erzielt wird, wird jeder Vertragsstaat sein Möglichstes tun, um diesen vereinbarten Tarif durch seine Unternehmen in Kraft setzen zu lassen.
 - bb) Es wird anerkannt, dass der gegen den Tarifssatz Einspruch erhebende Vertragsstaat, wenn eine solche

Einigung nicht vor Ablauf der dreissig (30) Tage erzielt wird, diejenigen Massnahmen treffen kann, die er für notwendig erachtet, um die Einführung oder Fortsetzung des betreffenden Linienverkehrs zu dem beanstandeten Tarif zu verhindern.

g) Können sich die Luftfahrtbehörden der beiden Vertragsstaaten in einem der unter den Absätzen e oder f erwähnten Fälle nicht innerhalb einer angemessenen Frist auf den entsprechenden Tarif einigen, nachdem auf Grund einer Beschwerde eines Vertragsstaates über den vorgeschlagenen oder einen bestehenden Tarif eines oder mehrerer Unternehmen des anderen Vertragsstaates eine Konsultation eingeleitet wurde, so werden auf Antrag eines Vertragsstaates die Bestimmungen des Artikels 13 dieses Abkommens angewandt.

Artikel 12

(1) Eine Konsultation zur Erörterung der Auslegung, Anwendung oder Änderung des Abkommens oder des Linienplans zwischen den zuständigen Behörden der beiden Vertragsstaaten kann jederzeit von jedem Vertragsstaat beantragt werden. Diese Konsultation beginnt innerhalb einer Frist von sechzig (60) Tagen nach Eingang des Antrags beim Auswärtigen Amt der Bundesrepublik Deutschland oder beim Department of State der Vereinigten Staaten von Amerika.

(2) Falls Änderungen dieses Abkommens vereinbart werden, treten sie in Kraft, sobald sie nach dem in Artikel 17 dieses Abkommens vorgesehenen Verfahren gebilligt werden.

(3) Falls Änderungen des Fluglinienplans vereinbart werden, treten sie am Tage des diplomatischen Notenaustausches nach dem in Artikel 2, Absatz 2 dieses Abkommens für die erste

Festlegung des Fluglinienplans vorgesehenen Verfahren in Kraft.

(4) Zwischen den Luftfahrtbehörden der Vertragsstaaten findet ein häufiger Meinungsaustausch statt, um eine enge Zusammenarbeit in allen dieses Abkommen betreffenden Angelegenheiten herbeizuführen.

Artikel 13

(1) Soweit in diesem Abkommen nichts anderes vorgesehen ist, wird jeder Streitfall zwischen den Vertragsstaaten über Auslegung oder Anwendung dieses Abkommens, der nicht durch Konsultation geregelt werden kann, einer aus drei Mitgliedern bestehenden gemischten Kommission zur Erstellung eines Gutachtens vorgelegt, jeder Vertragsstaat benennt ein Mitglied, die beiden so gewählten Mitglieder einigen sich auf das dritte Mitglied, das aber nicht Staatsangehöriger eines der beiden Vertragsstaaten sein darf. Jeder Vertragsstaat hat innerhalb von zwei Monaten von dem Zeitpunkt ab, an dem ein Vertragsstaat dem anderen Vertragsstaat eine diplomatische Note mit dem Antrag auf Regelung eines Streitfalles durch die gemischte Kommission überreicht hat, ein Mitglied zu benennen. Innerhalb eines Monats nach dieser Frist von zwei Monaten ist eine Einigung auf das dritte Mitglied zu erzielen.

(2) Ernennat ein Vertragsstaat sein Mitglied nicht innerhalb von zwei Monaten oder wird innerhalb der angegebenen Frist keine Einigung über das dritte Mitglied erzielt, so kann jeder Vertragsstaat den Präsidenten des Internationalen Gerichtshofs bitten, die erforderliche Ernennung durch Wahl eines oder mehrerer Mitglieder vorzunehmen.

(3) Die Vertragsstaaten werden im Rahmen ihrer Befugnisse ihr Möglichstes tun, um die in dem Gutachten zum Ausdruck gebrachte Auffassung zu verwirklichen. Jeder Vertragsstaat trägt die Kosten für die Tätigkeit seines Mitgliedes sowie die Hälfte der Kosten für die Tätigkeit des dritten Mitgliedes.

Artikel 14

Dieses Abkommen, alle seine Änderungen und damit zusammenhängenden Verträge werden bei der Internationalen Zivilluftfahrt-Organisation registriert.

Artikel 15

Tritt ein von beiden Vertragsstaaten angenommenes allgemeines multilaterales Luftverkehrsabkommen in Kraft, so gehen die Bestimmungen des multilateralen Abkommens vor. Erörterungen über die Feststellung, inwieweit ein multilaterales Abkommen dieses Abkommen aufhebt, ändert oder ergänzt, finden nach Artikel 12 dieses Abkommens statt.

Artikel 16

Jeder Vertragsstaat kann dieses Abkommen jederzeit kündigen. Eine derartige Kündigung ist gleichzeitig der Internationalen Zivilluftfahrt-Organisation mitzuteilen. Das Abkommen endet ein Jahr nach Eingang der Kündigung, sofern nicht die Kündigung vor Ablauf dieser Frist mit Zustimmung des anderen Vertragsstaates zurückgenommen wird. Erfolgt eine Bestätigung des Eingangs der Kündigung durch den anderen Vertragsstaat nicht, so beginnt die Kündigungsfrist vierzehn (14) Tage nach Eingang der Mitteilung bei der Internationalen Zivilluftfahrt-Organisation.

Artikel 17

Dieses Abkommen tritt an dem Tage in Kraft, an dem die Vereinigten Staaten von Amerika durch eine Note die Mitteilung erhalten, dass das Abkommen durch die Bundesrepublik Deutschland gebilligt worden ist.

IN WITNESS WHEREOF, the
undersigned representatives
have signed the present Agree-
ment

DONE at Washington this
seventh day of July 1955, in
duplicate in the English and
German languages, each of which
shall be of equal authenticity

ZU URKUND DESSEN haben
die beiderseitigen Bevoll-
mächtigten dieses Abkommen
unterzeichnet.

GESCHEHEN zu Washington
am siebten Juli 1955, in dop-
pelter Urschrift in englischer
und deutscher Sprache, wobei
der Wortlaut beider Sprachen
verbindlich ist

FOR THE UNITED STATES OF AMERICA.
FUER DIE VEREINIGTEN STAATEN VON AMERIKA.



FOR THE FEDERAL REPUBLIC OF GERMANY
FUER DIE BUNDESREPUBLIK DEUTSCHLAND:



*The Secretary of State to the Chargé d'Affaires ad interim of the
Federal Republic of Germany*

DEPARTMENT OF STATE
WASHINGTON

July 7, 1955

SIR:

I refer to paragraph 2 of Article 2 of the Air Transport Agreement between the United States of America and the Federal Republic of Germany, signed on July 7, 1955.

Ante, p. 529.

In the negotiations which have been conducted in connection with the above-mentioned Agreement, it has been agreed that air services may be operated in accordance with the following route schedule.

ROUTE SCHEDULE

A. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the Federal Republic of Germany at the points specified in this paragraph.

1. From the United States of America via intermediate points to Hamburg and beyond to points in Europe north and east of the Federal Republic of Germany

2. From the United States of America via intermediate points to Dusseldorf-Cologne/Bonn, Frankfort, Stuttgart and Munich and beyond to points in Europe east and southeast of the Federal Republic of Germany and beyond.

3. From the United States of America via intermediate points to Frankfort and beyond to points in Europe south and southeast of the Federal Republic of Germany and beyond to North Africa, the Near East and beyond.

B. An airline or airlines designated by the Government of the Federal Republic of Germany shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph.

1. From the Federal Republic of Germany via intermediate points to Boston, New York and Philadelphia and beyond to points in the Caribbean Sea and beyond to South America.

2. From the Federal Republic of Germany via intermediate points to Chicago.

3. From the Federal Republic of Germany via intermediate points to San Francisco or Los Angeles.*

C. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

I should be very grateful if you would inform me of the concurrence of the Government of the Federal Republic of Germany in the foregoing route schedule.

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

For the Secretary of State:

HERBERT HOOVER Jr

The Honorable

ALBRECHT VON KESSEL,

*Chargé d'Affaires ad interim
of the Federal Republic
of Germany.*

*The Chargé d'Affaires ad interim of the Federal Republic of Germany
to the Secretary of State*

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

MY DEAR MR. SECRETARY:

I have the honor to acknowledge the receipt of your note dated July 7, 1955, referring to paragraph 2 of Article 2 of the Air Transport Agreement between the United States of America and the Federal Republic of Germany, signed on July 7, 1955, and I wish to state that in the negotiations which have been conducted in connection with said agreement it has been agreed that air services may be operated in accordance with the following route schedule:

ROUTE SCHEDULE

A. An airline or airlines designated by the Government of the Federal Republic of Germany shall be entitled to operate air services on each of the air routes specified via intermediate points,

*Selection of the terminal point in the United States of America to be determined by the Federal Republic of Germany at a later date. [Footnote in original.]

in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

1. From the Federal Republic of Germany via intermediate points to Boston, New York and Philadelphia and beyond to points in the Caribbean Sea and beyond to South America.
2. From the Federal Republic of Germany via intermediate points to Chicago.
3. From the Federal Republic of Germany via intermediate points to San Francisco or Los Angeles. **
4. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

B. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the Federal Republic of Germany at the points specified in this paragraph.

1. From the United States via intermediate points to Hamburg and beyond to points in Europe north and east of the Federal Republic of Germany
2. From the United States via intermediate points to Düsseldorf-Cologne/Bonn, Frankfurt, Stuttgart and Munich and beyond to points in Europe east and southeast of the Federal Republic of Germany and beyond.
3. From the United States via intermediate points to Frankfurt and beyond to points in Europe south and southeast of the Federal Republic of Germany and beyond to North Africa, the Near East and beyond.

Accept, Mr Secretary, the renewed assurances of my highest consideration.

WASHINGTON, D. C.,
the 7th of July 1955

For the Ambassador

KESSEL
Minister

The Honorable
JOHN FOSTER DULLES
Secretary of State
Department of State
Washington 25, D. C.

**Selection of the terminal point in the United States to be determined by the Federal Republic of Germany at a later date. [Footnote in original.]

FRANCE

American Dead in World War II

*Agreement implementing and completing the agreement of
October 1, 1947.*

*Signed at Paris March 19, 1956;
Entered into force March 19, 1956.*

ACCORD

conclu entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française relatif à la concession de terrains sis en France en vue de la création de cimetières militaires permanents ou de la construction de monuments commémoratifs de la guerre.

○
○ ○

AGREEMENT

concluded between the Government of the United States of America and the Government of the French Republic relative to the grant of plots of land located in France for the creation of permanent military cemeteries or the construction of war memorials.

○
○ ○

Le Gouvernement des Etats-Unis d'Amérique, d'une part, et le Gouvernement de la République Française, d'autre part, soucieux d'assurer l'exécution et de compléter l'accord du 1er Octobre 1947, en ce qui concerne la création en France de cimetières permanents établis dans des sites calmes et dignes, et destinés à recevoir les corps des ressortissants américains victimes de la guerre 1939-1945, et à l'érection de monuments commémoratifs pour perpétuer leur sacrifice, sont convenus des dispositions suivantes:

Article 1er.-Le Gouvernement de la République Française accorde au Gouvernement des Etats-Unis d'Amérique, en vue de la création de cimetières militaires américains permanents de la deuxième guerre mondiale ou de la construction de monuments commémoratifs de la guerre, la libre disposition sans limitation de durée des terrains énumérés sur les états annexés au présent accord et auxquels sont joints les plans relatifs aux dits terrains.

Article 2.-Les terrains ainsi mis à la disposition du Gouvernement des Etats-Unis d'Amérique devront exclusivement être utilisés comme il est prévu à l'article Ier, soit pour qu'y soient inhumés les restes mortels des membres des Forces Armées Américaines ou des citoyens américains décédés alors qu'ils courraient à la poursuite de la deuxième guerre mondiale, soit pour qu'y soient élevés des monuments commémoratifs de la guerre, ou pour des constructions ou installations nécessaires au fonctionnement de ces cimetières.

Article 3.-Les terrains mis à la disposition du Gouvernement des Etats-Unis d'Amérique en vertu des dispositions du présent accord, sont et resteront exonérés de tous impôts présents et à venir. Ils sont remis libres de toute charge et de toute servitude incompatibles avec l'usage auquel ils sont destinés.

The Government of the United States of America, on the one part, and the Government of the French Republic, on the other, desirous to implement and complete the agreement dated October 1st, 1947, as regards the creation in France of permanent cemeteries in calm and dignified sites, destined to receive the bodies of American nationals victims of the 1939–1945 war, and the erection of memorials to commemorate their sacrifice, have agreed to the following provisions:

TIAS 1720.
61 Stat., pt. 4,
p. 3767.

Article 1.—The Government of the French Republic grants to the Government of the United States of America, with a view to the creation of permanent American military cemeteries of World War 2 or the construction of War memorials, the free disposal without limitation of duration of the plots of land enumerated in the attached documents with maps annexed thereto.

Article 2.—The plots of land thus placed at the disposal of the Government of the United States of America shall be exclusively utilized as provided in Article 1, either to bury therein the remains of members of the American Armed Forces or of american citizens who died while contributing to the pursuit of World War II, to build war memorials thereon, or for buildings and utilities needed to maintain these cemeteries.

Article 3.—The plots of land placed at the disposal of the Government of the United States of America by virtue of the provisions of the present agreement are and shall remain exonerated from all present and future taxes. They are handed over free from all charges and easements incompatible with the use to which they are destined.

Toutes les questions concernant l'extension ou la modification des limites des dits terrains—telles qu'elles figurent dans les états annexés au présent accord—qui seraient jugées nécessaires par la suite seront réglées par accord direct entre le Ministère des Anciens Combattants et Victimes de Guerre d'une part, l'American Battle Monuments Commission d'autre part ou entre les organismes qui pourraient éventuellement être appelés à leur succéder d'un côté comme de l'autre.

De même la mise à la disposition du Gouvernement Américain de terrains annexes situés en dehors des cimetières mais dont l'affectation pourrait être jugée par la suite nécessaire à l'entretien de ceux-ci devra faire l'objet d'un accord direct entre le dit Ministère et la dite Commission.

Article 4.—Il est bien entendu que le Gouvernement des Etats-Unis se soumettra et se conformera aux lois et règlements français sur la police des lieux de sépultures et que les dispositions du décret du 7 Mars 1808 relatif à la zone de protection qui doit entourer les cimetières situés à l'extérieur du périmètre d'agglomération des communes sera applicable aux cimetières qui font l'objet du présent accord.

Article 5.—Le Gouvernement des Etats-Unis d'Amérique pourra effectuer directement tous les travaux d'installation ou d'embellissement de ces nécropoles.

Article 6.—Les dispositions du présent accord entreront en vigueur le jour de sa signature. Elles seront appliquées, d'un commun accord, aux mesures qui peuvent avoir été antérieurement prises dans le but d'assurer l'aménagement et l'installation des nécropoles déjà existantes sur les terrains visés à l'article 1er.

Article 7.—La suppression, par décision du Gouvernement des Etats-Unis d'Amérique, d'un ou de plusieurs des cimetières militaires, énumérés dans les états annexés, entraînera ipso facto, pour celui-ci, la perte du droit de jouissance sur le terrain d'assiette de ce ou de ces cimetières et la désaffectation des parcelles.

All questions concerning the extension or modification of boundaries of the said plots—as shown in the documents attached to the present agreement—which later on might be deemed necessary, will be settled by direct agreement between the “Ministère des Anciens Combattants et Victimes de Guerre” or its successors and the American Battle Monuments Commission or its successors.

Likewise, the placing at the disposal of the American Government of additional land located outside the cemeteries but whose attribution might be deemed necessary in the future to their maintenance will be the subject of a direct agreement between the said Ministry and Commission.

Article 4.—It is understood that the Government of the United States will submit and conform to the French laws and regulations on the policing of burial grounds and that the provisions of the decree of March 7, 1808 relative to the protective zone which must surround cemeteries located outside the perimeter of populated parts of communes will be applicable to the cemeteries which are the subject of the present agreement.

Article 5.—The Government of the United States of America will be able to execute directly all installations or embellishment works in these cemeteries.

Article 6.—The provisions of the present agreement will come into force on the day of its signature. They will be applied, of a common accord, to the measures which may have been previously taken with a view to insuring the planning and installing of cemeteries already existing on the plots of land referred to in Article 1.

Article 7.—The suppression, by decision of the Government of the United States of America, of one or several of military cemeteries listed in the attached documents will result ipso facto for the latter in the loss of the right to use the plots of land where such cemetery or cemeteries are installed, the plots in question being affected to another use.

Article 8.—Le présent accord est rédigé en double exemplaire, l'un en français, l'autre en anglais, les deux textes faisant également foi.

A PARIS, le 19 Mars 1956.

Pour le Gouvernement des Etats-Unis
d'Amérique:
C D DILLON
[SEAL]

Pour le Gouvernement de
la République Française:

C PINEAU
[SEAL]

Article 8.—The present agreement is drawn up in two originals one in French and the other in English, both texts being authentic.

Done at PARIS on 19th March 1956.

For the Government of the United
States of America:

C D DILLON

[SEAL]

For the Government of the
French Republic:

C PINEAU

[SEAL]

ANNEXE I—Cimetière de Draguignan [¹]

¹ Annex I—Draguignan Cemetery.

List of lots of land incorporated in the RHONE American Military Cemetery, Draguignan, (Var), France.

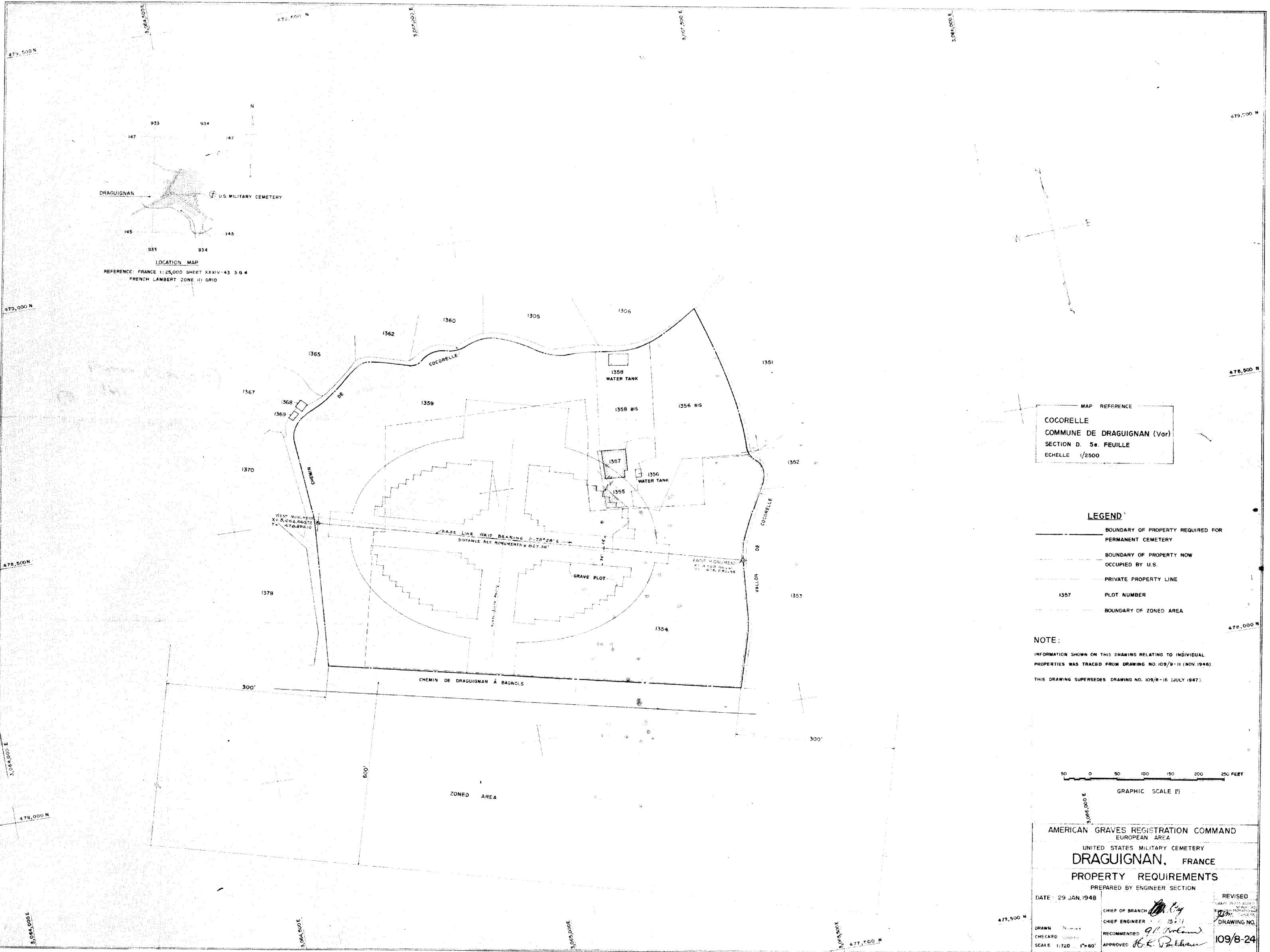
Liste des parcelles de terrain comprises dans le Cimetière Militaire Américain "RHONE", Draguignan, (Var), France.

<i>Lots-Parcelles</i>	<i>N° de Parcelle</i>	<i>Area-Superficie</i>	<i>REMARKS</i>
<i>Section</i>		<i>ha - a - ca</i>	<i>OBSERVATIONS</i>
D	1354	-79-30	
D	1354	1-60-00	
D	1355	5-20	
D	1356	- 18	
D	1357	- 2-80	
D	1358	- 80	
D	1358 bis	-17-30	
D	1359	1-40-30	
D	1359	-33-00	
D	1359 bis	<u>-40-70</u>	
TOTAL AREA			
SUPERFICIE TOTALE . . .		<u>4-79-58</u>	

As shown by Service du Cadastre de la Commune of Draguignan.
Comme indiqué par le Service du Cadastre de la Commune de
Draguignan.

C P

C D D



ANNEXE II—Cimetière d'Epinal [¹]

¹Annex II—Epinal Cemetery.

List of lots of land incorporated in the Epinal American Military Cemetery, EPINAL, (Vosges), France.

Liste des parcelles de terrain comprises dans le Cimetière Militaire Américain d'Epinal, (Vosges), France.

<u>Section</u>	<i>Lots-Parcelles</i> <u>N° of Parcalle</u>	<i>Area-Superficie</i> <u>ha-a-ca</u>	<i>REMARKS</i> <u>OBSERVATIONS</u>
A	528 -529-530-546- 622p-632-633-634- 635 -624-629-630- 627 -623-625-626- 628 -631-595-		
B	2p-		
(Commune of Arches)			
	TOTAL AREA	—	
	SUPERFICIE TOTALE	<u>19-32-25</u>	

Plus old V. O. road included in Cemetery, but area not shown.

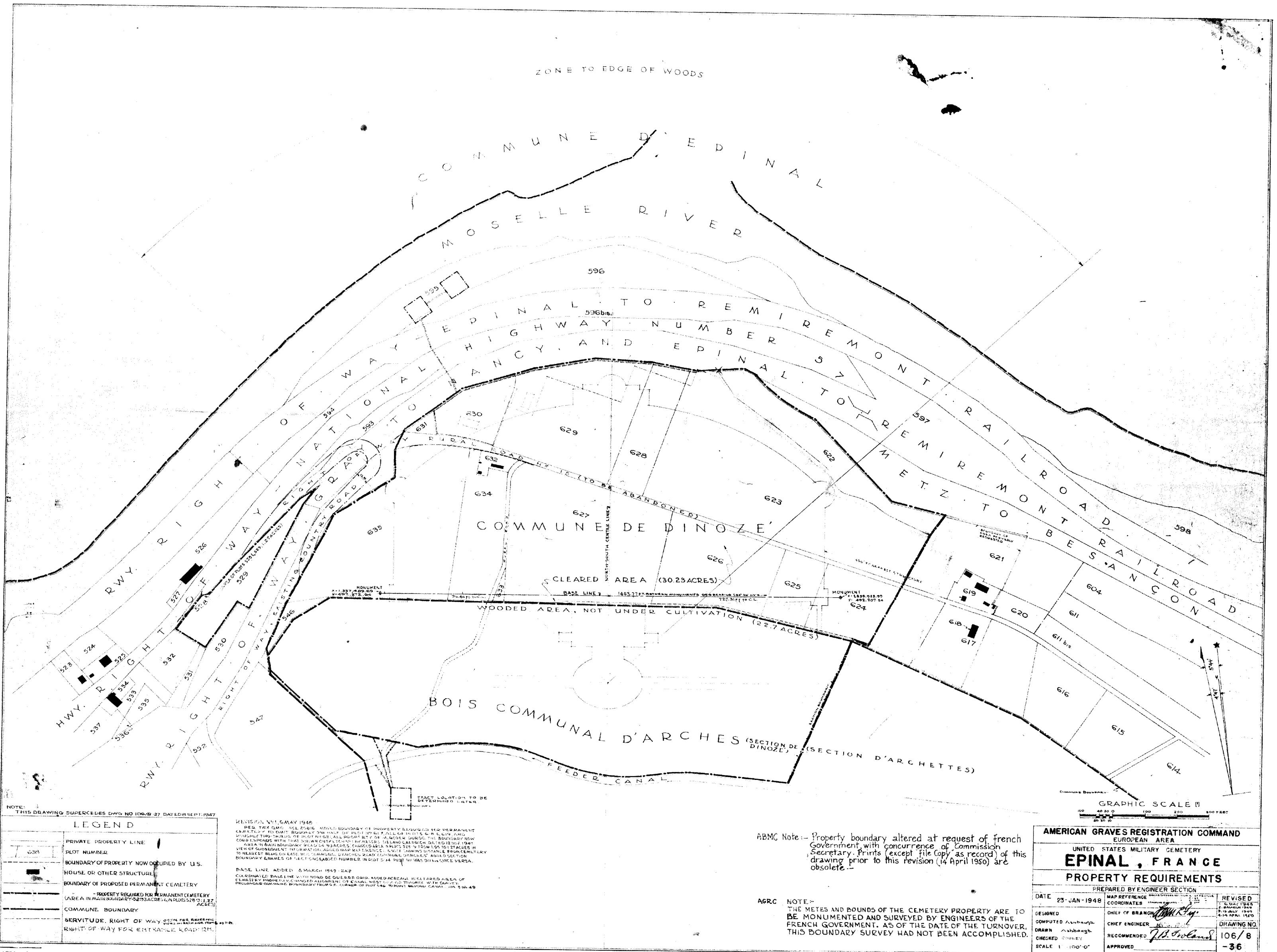
Plus ancien Chemin V. O. compris dans le Cimetière, mais dont la superficie n'est pas indiquée.

As shown by Service du Cadastre, Circumscription of Dinozé, Commune of Epinal.

Comme indiqué par le Service du Cadastre de la Circonscription de Dinozé, Commune d'Epinal.

C P

C D D



ABMC Note:- Property boundary altered at request of French Government, with concurrence of Commission Secretary. Prints (except file copy as record) of this drawing prior to this revision (14 April 1950) are obsolete.

AGRC Note:- THE METES AND BOUNDS OF THE CEMETERY PROPERTY ARE TO BE MONUMENTED AND SURVEYED BY ENGINEERS OF THE FRENCH GOVERNMENT. AS OF THE DATE OF THE TURNOVER, THIS BOUNDARY SURVEY HAD NOT BEEN ACCOMPLISHED.

ANNEXE III—Cimetière de Saint Avold [¹]

^¹ Annex III—St. Avold Cemetery.

Lists of lots of land incorporated in the LORRAINE American Military Cemetery, St Avold, (Moselle), France.

Liste des parcelles de terrain comprises dans le Cimetière Militaire Américain "LORRAINE", St Avold, (Moselle), France.

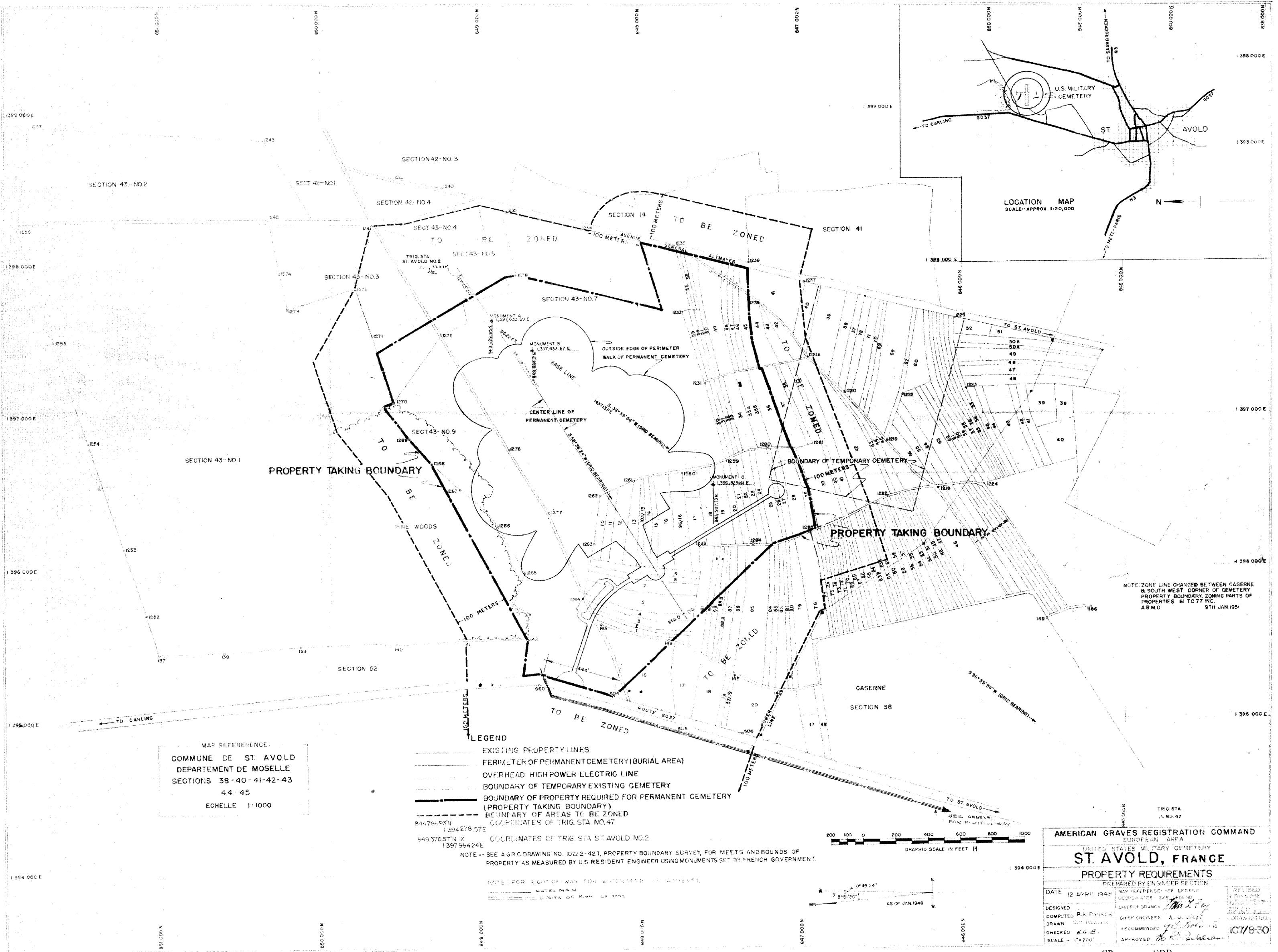
<i>Lots-Parcelles</i>		<i>Area-Superficie</i>	<i>REMARKS</i>
<u>Section</u>	<u>Nº de Parcelle</u>	<u>ha - a - ca</u>	<u>OBSERVATIONS</u>
41	45	2-81-58	
43	8	29-77-31	
44	1	12-59-64	
			-64-54
45	71		
	16		
	23	-15-22	
52	9		
<hr/>			
TOTAL AREA			
SUPERFICIE TOTALE.		<u>45-98-29</u>	

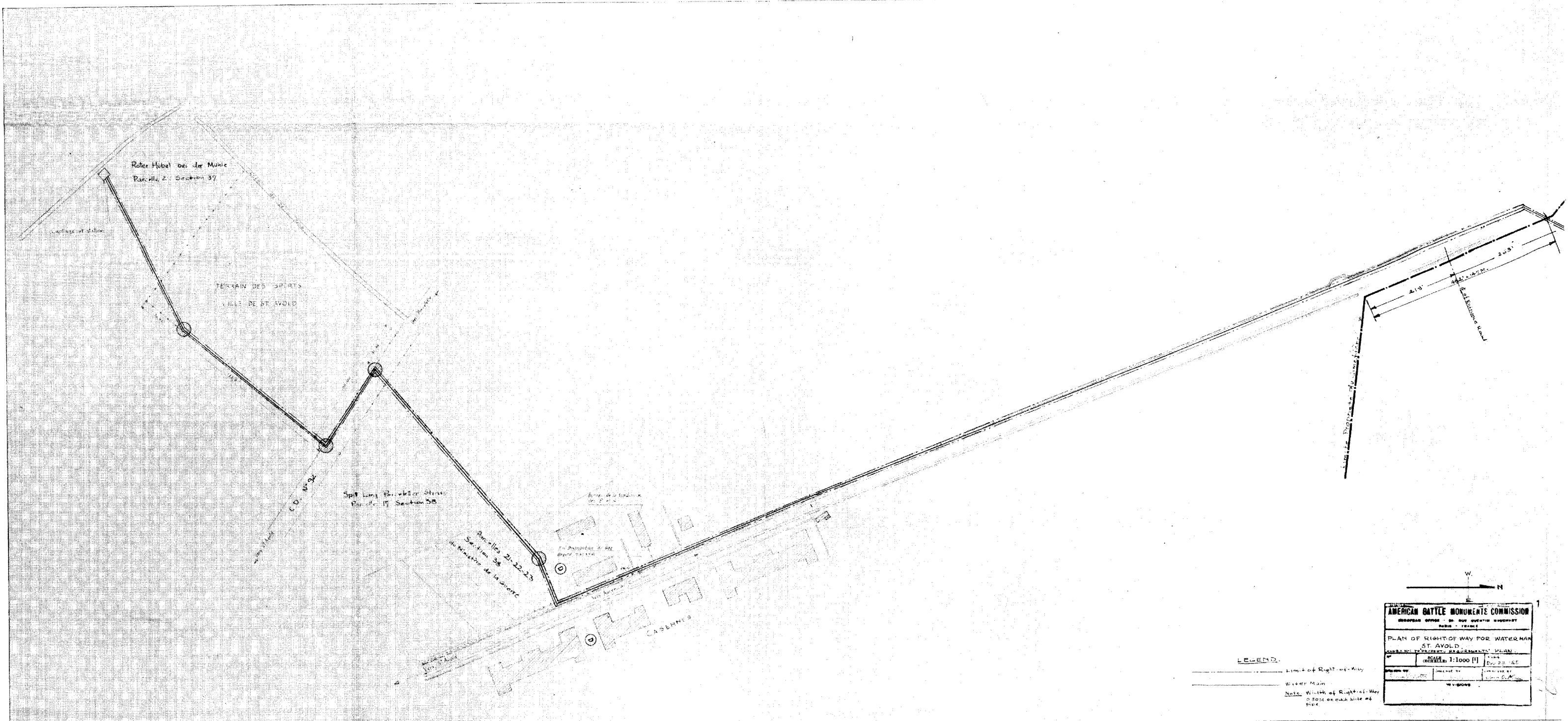
As shown by Service du Cadastre, Circumscription of Forbach, Commune of St Avold—Folio 1352, Feuillet 434.

Comme indiqué par le Service du Cadastre de la Circonscription de Forbach, Commune de St Avold—Folio 1352, Feuillet 434.

C P

C D D





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¹This print is reduced in size to 50% of the original. The full-scale original is deposited with the agreement in the archives of the Department of State, where it is available for reference.

ANNEXE IV—Cimetière de Saint James^[1]

^[1] Annex IV—St. James Cemetery.

List of lots of land incorporated in the BRITTANY American Military Cemetery, St James, (Manche), France.

Liste des parcelles de terrain comprises dans le Cimetière Militaire Américain "BRITTANY", St James, (Manche), France.

<u>Section</u>	<i>Lots-Parcelles</i> <u>Nº of Parcellle</u>	<i>Area-Superficie</i> <u>ha- a - ca</u>	<i>REMARKS</i> <u>OBSERVATIONS</u>
C	180-196-190-222- 299-298-192-193- 194-188-183-191- 186-300-184-185- 187-297-301-302- 189-214 (PUITS-Well Site)		

TOTAL AREA
SUPERFICIE TOTALE : 11-46-82

Chemin V. O. Nº 1

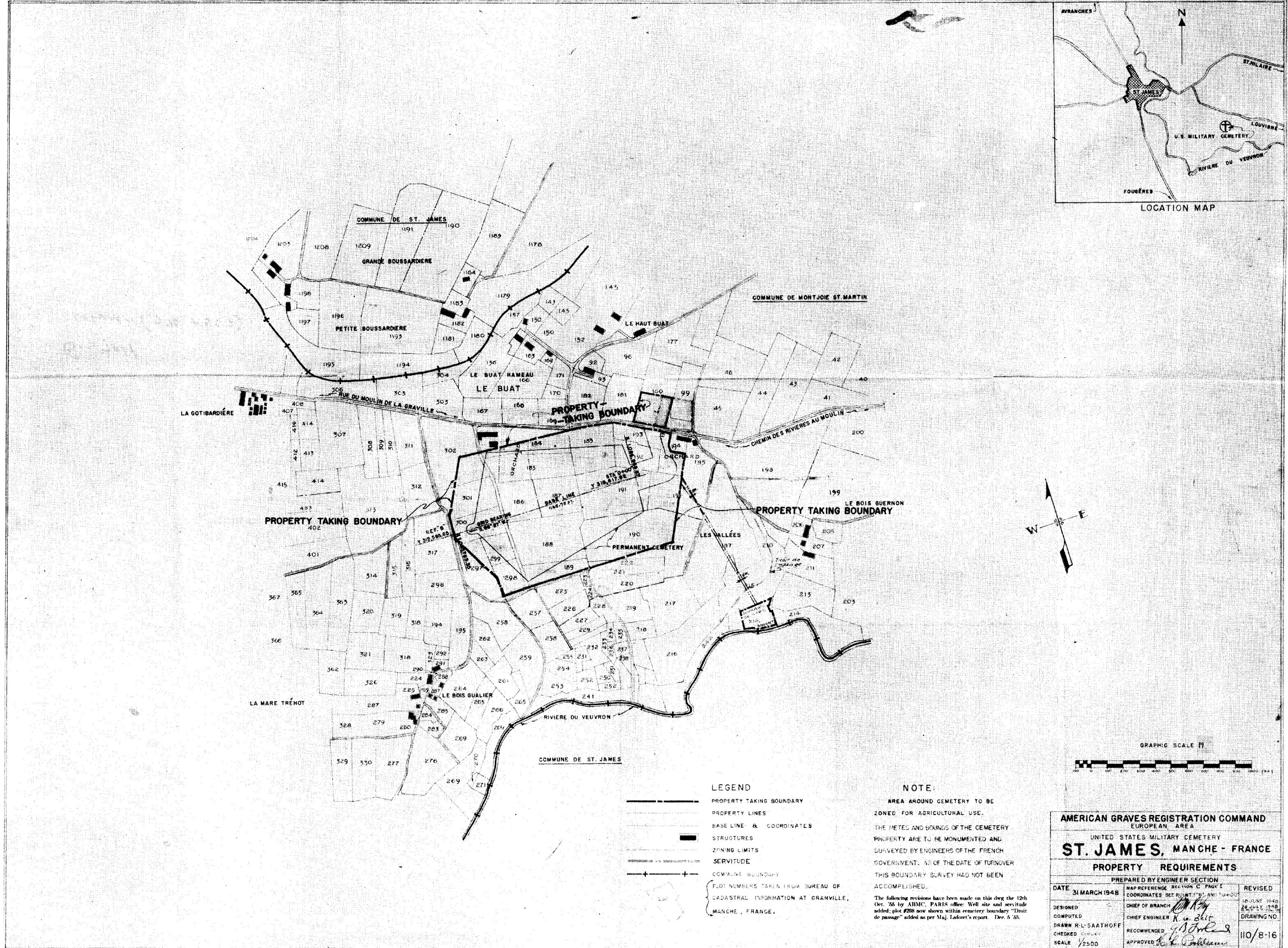
Chemin Rural Nº 2

As shown by Service du Cadastre, Circumscription of Montjoie-Saint Martin, Commune of St James.

Comme indiqué par le Service du Cadastre de la Circonscription de Montjoie-Saint Martin, Commune de St James.

C P

C D D



ANNEXE V—Cimetière de Saint Laurent-sur-Mer^[1]

^[1] Annex V—St. Laurent-sur-Mer Cemetery.

List of lots of land incorporated in the NORMANDY American Military Cemetery, St Laurent-sur-Mer, (Calvados), France.

Liste des parcelles de terrain comprises dans le Cimetière Militaire Américain "NORMANDY", St Laurent-sur-Mer, (Calvados), France.

Section	<i>Lots-Parcelles</i>							<i>Area- Superficie ha-a-ca</i>	<i>REMARKS OBSERVA- TIONS</i>
	<i>Nº of Parcalle</i>								
A	1	-2	-3	-4	-5	-6	-7	-	
	8	-9	-10	-11	-12	-13	-14	-	
	15	-16	-17	-18	-19	-20	-21	-	
	22	-23	-24p	-25p	-26p	-27p	-28	-	
	29p	-33p	-34	-35	-36	-37	-38	-	
	39	-40	-41	-42	-43	-44	-45	-	
	46	-47	-48	-49	-50	-51	-52	-	
	53	-54	-55	-56	-57	-58	-59	-	
	60p	-63	-64p	-66	-67	-68	-69	-	
	70	-71	-72	-73	-				
	108p	-109p	-110p	-111p	-112p	-113	-114p-		
	117p	-119p	-120p	-121p	-122p	-123p	-124p-		
	125p	-126p	-127p	-128p	-129p	-130p	-131p-		
	132	-133	-134	-135p	-136	-137	-138	-	
	139	-140	-141	-142	-143	-145p	-146	-	
	213p	-214p	-215	-216	-217	-218	-219	-	
	220	-221	-222	-223	-224	-225	-226	-	
	227	-228	-229	-241p	-242p	-243p-			
	TOTAL AREA								
	SUPERFICIE TOTALE							<u>69-04-01</u>	

Chemin V.O. Nº 3-Nº 5-

Chemin Rural Nº 20-Nº 21-Nº 22-

As shown by Service du Cadastre, Circumscription of Colleville-sur-Mer, Commune of St Laurent-sur-Mer.

Comme indiqué par le Service du Cadastre de la Circonscription de Colleville-sur-Mer, Commune de St Laurent-sur-Mer.

C P

C D D

CHILE

Surplus Agricultural Commodities

Interim implementation of the agreement of March 13, 1956.

Effectuated by exchange of notes

Signed at Santiago March 20 and 26, 1956;

Entered into force March 26, 1956.

The American Ambassador to the Chilean Minister of Foreign Affairs

No. 155

SANTIAGO, March 20, 1956

EXCELLENCY:

I have the honor to refer to the Surplus Agricultural Commodities Agreement between the United States of America and Chile, signed on March 13, 1956, which provided, *inter alia*, that the Agreement shall enter into force on the date on which the Government of the United States of America is notified by the Government of Chile that Chile has approved the Agreement in accordance with its constitutional procedures.

TIAS 3583.
Post, p. 1007.

In view of the desirability of entering into transactions for the purchase and sale of agricultural commodities under the Agreement as soon as possible, the Government of Chile, pending entry into force of the Agreement, will take such interim measures as are within its power to implement the purposes of Article I and other related provisions of said Agreement in accordance with the following understanding:

1. Upon receipt of documents showing dollar disbursements by United States banking institutions or the Commodity Credit Corporation, or upon receipt of notification of dollar disbursements by the Commodity Credit Corporation for ocean transportation costs, the Government of Chile shall arrange to deposit the equivalent of such dollar disbursement or disbursements to a special trust account in the Central Bank of Chile in the name of the Government of the United States

at the rate of exchange provided in the Agreement. Withdrawals from the special trust account shall be made for the following purposes only:

68 Stat. 455.
7 U.S.C. §§1701-1709.

- A. Refunds provided under Title I of Public Law 480 regulations for Purchase Authorizations and Paragraph 2 of this procedure;
 - B. Transfers to a special account pursuant to Paragraph 2 of this procedure;
 - C. Conversions to dollars for the account of the Commodity Credit Corporation pursuant to Paragraph 3 of this procedure.
2. If the Agreement enters into force, pesos equivalent to the amount of ocean freight differential, if any, incurred on United States flag vessels required to be used will be refunded to the Government of Chile, and the balance in the special trust account will be transferred and deposited in the special account of the Government of the United States in the Central Bank of Chile in accordance with the provisions of the Agreement. Thereafter, pesos accruing under the program will be deposited in accordance with such procedure.
 3. In the event the Agreement fails to enter into force prior to June 30, 1956, the following actions will be taken:
 - A. All authorizations will be revoked. However, financing procedure prescribed herein shall apply to all sales contracts between importers and suppliers entered into pursuant to such authorizations prior to the effective date of such revocation;
 - B. The pesos in the special trust account will be released to the Commodity Credit Corporation and converted into dollars for the account of the Commodity Credit Corporation by the Government of Chile at the same rate of exchange at which they were deposited. It is understood that such conversion will be made without cost to the Commodity Credit Corporation.

If the above meets with the approval of your Government, your note of approval confirming the above will be appreciated.

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

WILLARD L. BEAULAC

Willard L. Beaulac

His Excellency

Don ENRIQUE O. BARBOSA BAEZA,
Minister of Foreign Affairs,
Santiago.

The Chilean Minister of Foreign Affairs to the American Ambassador

REPUBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES
*

DIRECCION ECONOMICA
DEPARTAMENTO DE ASUNTOS ECONOMICOS
Sección Estudios
MB/egs

Santiago, 26 Mar 1956

Nº 02534

SEÑOR EMBAJADOR:

Tengo el honor de informar a Vuestra Excelencia que en el día de hoy he tomado conocimiento de su atenta Nota N° 155, fechada el 20 de Marzo en curso, cuyo texto es el siguiente:

“Tengo el honor de referirme al Convenio sobre productos agrícolas entre los Estados Unidos de América y Chile, firmado el 13 de Marzo en curso, que establece “inter alia” que el Convenio entrará en vigencia en la fecha en que el Gobierno de los Estados Unidos sea notificado por el Gobierno de Chile que Chile ha aprobado el Convenio de conformidad con sus disposiciones constitucionales.

Considerando la conveniencia de iniciar tan pronto sea posible las transacciones que, en conformidad al Convenio, permitan la compra y venta de productos agrícolas, el Gobierno de Chile adoptará—mientras el Convenio sea puesto en vigencia—aquellas medidas provisionales necesarias que se encuentren dentro de sus atribuciones, para poner en práctica los objetivos contemplados en el Artículo I y otras disposiciones pertinentes del mencionado Convenio, en conformidad con el acuerdo siguiente:

1.— Al recibo de documentos que demuestren que instituciones bancarias de los Estados Unidos o la Commodity Credit Corporation han efectuado pagos en dólares, o a la notificación de pagos

en dólares efectuados por la Commodity Credit Corporation por concepto de fletes marítimos, el Gobierno de Chile dispondrá los medios para depositar el equivalente de tal pago o pagos en dólares en una cuenta de garantía en el Banco Central de Chile, a nombre del Gobierno de los Estados Unidos, al tipo de cambio establecido en el Convenio. Los giros contra la cuenta especial de garantía serán efectuados solamente para las finalidades siguientes:

A) Reintegros establecidos en conformidad con las disposiciones del Título I de la Ley Pública 480 relativos a las autorizaciones de compras y al párrafo 2 de este procedimiento.

B) Transferencias a una cuenta especial en conformidad al párrafo 2 de este procedimiento.

C) Conversiones a dólares en favor de la cuenta de la Commodity Credit Corporation en conformidad con el párrafo 3 de este procedimiento.

2.- Si el Convenio es puesto en vigencia, el equivalente de las diferencias por concepto de fletes marítimos—si los hubiere—ocasionados por el empleo de barcos de bandera de los Estados Unidos cuyos servicios hubieren sido requeridos, será reintegrado al Gobierno de Chile y el excedente en la cuenta especial de garantía será transferido y depositado en la cuenta especial del Gobierno de los Estados Unidos en el Banco Central de Chile, en conformidad con las disposiciones del Convenio. En lo sucesivo, los pesos que se produzcan en conformidad al programa serán depositados de acuerdo con tal procedimiento.

3.- En la eventualidad de que el Convenio no fuera puesto en vigencia con anterioridad al 30 de Junio de 1956, serán adoptadas las siguientes medidas:

A) Todas las autorizaciones serán canceladas. Sin embargo, el procedimiento financiero establecido será aplicado a todos los contratos de venta entre importadores y proveedores, convenidos en conformidad con aquellas autorizaciones anteriores a la fecha efectiva de tal cancelación.

B) Los pesos de la cuenta especial de garantía serán liberados en favor de la Commodity Credit Corporation y convertidos a dólares por el Gobierno de Chile a nombre de la Commodity Credit Corporation al mismo tipo de cambio al cual fueron depositados. Queda entendido que tal conversión será efectuada sin costo para la Commodity Credit Corporation.

Si lo anteriormente expuesto cuenta con la aprobación de su Gobierno, agradecería una respuesta en tal sentido que lo confirme.

Ruego a Vuestra Excelencia aceptar las renovadas seguridades de mi más alta consideración.

Fdo.) Willard L. Beaulac."

En respuesta, me complace manifestar a Vuestra Excelencia que el Gobierno de Chile está conforme con los términos de la Nota transcrita.

Con este motivo me es grato renovar a Vuestra Excelencia el testimonio de mi más distinguida consideración.

ENRIQUE O BARBOSA

Al Excmo.

WILLARD L. BEAULAC

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de America.—*

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN RELATIONS

OFFICE OF THE ECONOMIC DIRECTOR
DEPARTMENT OF ECONOMIC AFFAIRS
Research Section
MB/egs

No. 02534

Santiago, March 26, 1956

MR. AMBASSADOR:

I have the honor to inform Your Excellency that I have today duly considered your courteous note No. 155, dated March 20, 1956, which reads as follows:

[For the English language text of the note, see *ante*, p. 579.]

In reply, I am happy to inform Your Excellency that the Government of Chile agrees to the terms of the transcribed note.

Accordingly, I take pleasure in renewing to Your Excellency the assurance of my most distinguished consideration.

ENRIQUE O BARBOSA

His Excellency

WILLARD L. BEAULAC,

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

CHINA

Passport Visas

Agreement effected by exchange of notes

*Dated at Taipei December 20, 1955, and February 20, 1956;
Entered into force February 20, 1956.*

應略達，即請查照辦理為荷。

二、至於美國政府對於中國人民以非移民身份進入美國國境所予之簽證效期與收費辦法，如能迅予見復，俾使中美簽證與收費互惠辦法，以期早日實施，無任感荷。相

中華民國四十四年十二月廿日於台北

[SEAL]

入境不限次數。

(16) 接受工業訓練人員，免費、簽證效期視其訓練期間而定，入境不限次數。

(17) 學生，免費、簽證效期四十八個月，入境不限次數。

(18) 新聞機構之代表及其配偶子女，免費、簽證效期四十八個月，入境不限次數。

(19) 宗教團體之牧師及其配偶子女，免費、簽證效期四十八個月，入境不限次數。

前項所據修改辦法，如荷美國政府同意，中國政府擬自今年（一九五六）四月

一日起，即行實施，生效之後，凡關於中華民國與美利堅合衆國以前所成立之處理非移

民簽證協定概行廢止。

- (11) 海員或飛航人員，持有效之護照或其他文件，而有護照之意義者，免費、簽證效期四十八個月，入境不限次數。合法之海員或飛航人員，未持有效之美國護照，倘其名字在其集體船員名單中並經中國政府合法之機構簽證者，亦得准予入境。
- (12) 條約商人、配偶與子女、免費、簽證效期四十八個月，入境不限次數。
- (13) 交換訪問者，免費、簽證效期十二個月，入境一次為限。
- (14) 具有特別價值與能力之臨時工作者，免費、簽證效期視其雇用人聘雇期間而定，入境不限次數。
- (15) 具有技能或非技能之其他臨時工作者，免費、簽證效期視其雇用人聘雇期間而定，

- (5) 派駐國際機構其他代表與其直系親屬等，免費、簽證效期十二個月，入境不限次數。
- (6) 國際機構之官員或雇員與直系親屬等，免費、簽證效期十二個月，入境不限次數。
- (7) 前列四、五、六款人員之隨從、僕役或私人僱傭與其直系親屬等，免費、簽證效期十二個月，入境不限次數。
- (8) 短期旅行接洽業務者或為娛樂者，免費、簽證效期四十八個月，入境不限次數。
- (9) 凡屬過境者，免費、簽證效期四十八個月，過境不限次數。
- (10) 其他政府官員與直系親屬暨隨從、僕役或私人僱傭，免費、簽證效期十二個月，過境不限次數。

效期、收費與使用次數辦法規定如下：

(1)大使、公使、職業外交官或領事官與其直系親屬等，免費、簽證效期十二個月，入境不限次數。

入境不限次數。

(2)其他政府官員或雇員與直系親屬等，免費、簽證效期十二個月，入境不限次數。

(3)前列一、二兩款人員之隨從、僕役或私人雇傭與其直系親屬等，免費、簽證效期十二

個月，入境不限次數。

(4)派駐國際機構首席代表與其屬僚，以及其直系親屬等，免費、簽證效期十二個月，

入境不限次數。

The Chinese Ministry of Foreign Affairs to the American Embassy

節 略

外(45)禮三 12420

外交部茲向美國大使館致意并聲述：關於美國政府提議根據互惠原則修訂中美護照簽證與收費互惠辦法，美國大使館本年七月十五日第五號節略謹悉，茲分復如次：

一、蓋美國政府對於非移民簽證之效期、收費與使用次數辦法擬以互惠原則重行

修訂之建議六點，其目的在使美國與外國人民間往還之增加及旅行之便利，中國政府對

於上項建議表示贊同，當經外交部與美國大使館兩方官員往返 磋商，交換意見，以為雙

方原訂辦法中之外交官與政府官員簽證，目前尚無修改之必要，其於普通簽證，擬根據

互惠原則重新釐訂，茲將中國政府對於美國人民以非移民身份進入中國國境所予簽證之

Translation

From: Ministry of Foreign Affairs, Republic of China
To: American Embassy, Taipei

Dated: December 20, 1955

Wai(45)LI-3-12420

The Ministry of Foreign Affairs presents its compliments to the American Embassy and, referring to the Embassy's note No. 5 of July 15, 1955,^[1] concerning certain changes proposed by the American Government in regard to the reciprocal issuance of visas, has the honor to state as follows:

The Chinese Government agrees with the American Government in the 6 point proposal for changes, on a basis of reciprocity, in the procedure for the issuance of non-immigrant visas with regard to the schedule of fees, duration of validity and the number of times such visas may be used, for the purpose of facilitating travel of individuals between foreign countries and the United States.

After repeated discussion and exchange of opinions between the members of the Embassy and the Ministry, it is considered that a revision of the current procedure concerning the issuance of visas to diplomatic and official personnel is not necessary for the time being. As to the issuance of visas to bearers of regular passports, it has been suggested that some revision should be made on the basis of reciprocity. Following is a revised procedure governing the issuance of non-immigrant visas to American citizens in regard to the schedule of fees, duration of validity and the number of times such visas may be used:

<u>Class</u>	<u>Fee</u>	<u>validity of visa</u>	<u>number of times visa may be used</u>
(1) Ambassador, public minister, career diplomatic or consular officer, and members of immediate family	Gratis	12 months	multiple
(2) Other government official or employee, and members of immediate family	Gratis	12 months	multiple
(3) Attendant, servant, or personal employee of officials under Class (1) and (2) as specified herein, and	Gratis	12 months	multiple

¹ Not printed.

<u>Class</u>	<u>Fee</u>	<u>validity of visa</u>	<u>number of times visa may be used</u>
members of immediate family			
(4) Principal resident representative to international organization, his staff, and members of immediate family	Gratis	12 months	multiple
(5) Other representative to international organization, and members of immediate family	Gratis	12 months	multiple
(6) International organization officer or employee, and members of immediate family	Gratis	12 months	multiple
(7) Attendant, servant, or personal employee of officials under Classes 4, 5 and 6 as specified herein, and members of immediate family	Gratis	12 months	multiple
(8) Temporary visitor for business or pleasure	Gratis	48 months	multiple
(9) Transients of all categories	Gratis	48 months	multiple
(10) Government official and members of immediate family, attendant, servant, or personal employee in transit	Gratis	12 months	multiple
(11) Seamen or airmen in possession of valid American passports or other documents having the elements of a passport (eligible seamen or airmen not in possession of valid American passports will be admitted if their names are	Gratis	48 months	multiple

<u>Class</u>	<u>Fee</u>	<u>validity of visa</u>	<u>number of times visa may be used</u>
included in a crew list which has been visaed by the appropriate authorities of the Chinese Government)			
(12) Treaty merchant, spouse and children	Gratis	48 months	multiple
(13) Exchange visitor	Gratis	12 months	single
(14) Temporary worker of distinguished merit and ability	Gratis	Dependent on duration of employment	multiple
(15) Other temporary worker, skilled or unskilled	Gratis	Dependent on duration of employment	multiple
(16) Industrial trainee	Gratis	Dependent on duration of training	multiple
(17) Students	Gratis	48 months	multiple
(18) Representative of information media, spouse and children	Gratis	48 months	multiple
(19) Minister of any religious denomination, spouse and children	Gratis	48 months	multiple

The Chinese Government desires to put the above revised provisions into effect as of April 1, 1956, if they meet with the agreement of the American Government. Upon the coming into effect of these provisions, all agreements entered into between the Republic of China and the United States of America dealing with non-immigrant visas will be terminated.

It will be greatly appreciated if the Ministry can be informed as soon as possible as to the provisions of the American Government on the fee schedule and duration of validity of non-immigrant visas for Chinese nationals applying for admission into the United States of America, so that a procedure for the reciprocal issuance of non-immigrant visas between the Republic of China and the United States of America may be put into effect at an early date.

[SEAL]

The American Embassy to the Chinese Ministry of Foreign Affairs

No. 28

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China and has the honor to refer to the Ministry's note Wai(44)[¹]Li-3-12420 dated December 20, 1955, which prescribes non-immigrant visa fees and the validity of non-immigrant visas to be issued to American citizens on and after April 1, 1956.

Upon the basis of the action taken by the Government of the Republic of China, the Government of the United States on and after April 1, 1956, prescribes the following non-immigrant visa fees and the validity of non-immigrant visas to be issued to eligible Chinese citizens:

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of. Visa</u>	<u>Number of Times Visa May Be Used</u>
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family	A-1	Gratis	12 months	Multiple
Other foreign government official or employee and members of immediate family	A-2	Gratis	12 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes, and members of immediate family	A-3	Gratis	12 months	Multiple
Temporary visitor for business	B-1	Gratis	48 months	Multiple
Temporary visitor for pleasure	B-2	Gratis	48 months	Multiple
Alien in Transit	C-1	Gratis	48 months	Multiple
Alien in transit to United Nations Headquarters	C-2	Gratis	12 months	Multiple

¹ Should read "(45)."

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
District under 11 (3), (4), or (5) of the Headquar- ters Agreement				
Foreign Government of- ficial, members of im- mediate family, attend- ant, servant, or personal employee, in transit	C-3	Gratis	12 months	Multiple
Crewman (seaman or airman) in possession of valid Chinese passport or other documents hav- ing the elements of a passport	D	Gratis	48 months	Multiple
Treaty merchant, spouse and children	E-1	Gratis	48 months	Multiple
Exchange Visitor	EX	Gratis	12 months	Single
Student	F	Gratis	48 months	Multiple
Principal resident repre- sentative of recognized foreign member govern- ment to international org- anization, his staff, and members of immediate family	G-1	Gratis	12 months	Multiple
Other representative of recognized foreign mem- ber government to inter- national organization and members of imme- diate family	G-2	Gratis	12 months	Multiple
International organiza- tion officer or employee, and members of immedi- ate family	G-4	Gratis	12 months	Multiple
Attendant, servant, or	G-5	Gratis	12 months	Multiple

<u>Class</u>	<u>Visa Symbol</u>	<u>Fee</u>	<u>Validity of Visa</u>	<u>Number of Times Visa May Be Used</u>
personal employee of G-1, G-2 and G-4 classes, and members of immediate family				
Temporary worker of distinguished merit and ability	H-1	Gratis	Period for which employment authorized	Multiple
Other temporary worker, skilled or unskilled	H-2	Gratis	Period for which employment authorized	Multiple
Industrial trainee	H-3	Gratis	Period for which training authorized	Multiple
Representative of foreign information media, spouse and children	I	Gratis	48 months	Multiple

The Immigration and Nationality Act classifies as nonquota immigrants eligible aliens who seek to enter the United States solely for the purpose of carrying on the vocation of minister of a religious denomination. Therefore, such aliens, together with their spouses and children if accompanying or following to join them, are subject to the statutory fees totaling \$25.00 for the application for and obtaining of each such nonquota immigrant visa. This fee may not be changed on the basis of reciprocity. However, in the case of a Chinese citizen who is a minister of a religious denomination and who seeks to enter the United States as a non-immigrant for a temporary period of stay, such person may be classified as a temporary visitor and issued an appropriate non-immigrant visa if found to be eligible therefor.

The Ministry's attention is invited to the fact that the period of validity of an American non-immigrant visa is the period in which the visa may be used in connection with an application for admission into the United States and not the period of stay granted the bearer by the immigration authorities at a port of entry.

AMERICAN EMBASSY,
Taipei, February 20, 1956.

SPAIN

Surplus Agricultural Commodities: Use of Pesetas Exchanged for Austrian Schillings

Agreement supplementing the agreement of March 5, 1956.

Post, pp. 3057, 3061,
3065.

Effectuated by exchange of notes

Signed at Madrid March 16 and 17, 1956;

Entered into force March 17, 1956.

The American Ambassador to the Spanish Minister of Foreign Affairs

EXCELLENCY:

I have the honor to inform Your Excellency that as a result of negotiations between this Embassy and the Spanish Ministry of Commerce agreement has been reached between the Government of Spain and the Government of the United States of America as follows:

It is agreed that the Government of the United States may acquire up to \$2 million in Spanish pesetas from the Government of Austria through the exchange of Austrian schillings acquired by the Government of the United States from the sale to Austria of agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act such pesetas to accrue to Austria from the purchase of Austrian fertilizer by Spain.

Ante, p. 429.

⁶⁸ Stat. 455.
⁷ U.S.C. §§ 1701-
1709.

It is also agreed that pesetas thereby acquired by the Government of the United States will be used by the Government of the United States as follows:

- (a) For payment of United States obligations in Spain including base construction and other military expenses, 40 percent, and
- (b) For loans to Spain to promote multi-lateral trade and economic development, 60 percent. The terms and conditions of such loans will be set forth in a supplemental loan agreement to be negotiated between the two Governments.

The provisions of this Agreement are supplemental to and not in replacement of the provisions of the Agreement of March 5, 1956 and consequently all relevant provisions of the

TIAS 3510.
Ante, p. 349.

Agreement of March 5, 1956 are equally applicable to this Agreement.

I should accordingly appreciate written confirmation from Your Excellency of the Spanish Government's acceptance of the terms of this Agreement which shall enter into force as of the date of your reply.

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

JOHN LODGE

MADRID, March 16, 1956

His Excellency

ALBERTO MARTÍN ARTAJO

Minister of Foreign Affairs,
Madrid.

The Spanish Minister of Foreign Affairs to the American Ambassador

EL MINISTRO DE ASUNTOS EXTERIORES

Nº 239

MADRID, 17 de marzo de 1956

EXCELENTESSIMO SEÑOR;

MUY SEÑOR MÍO:

Tengo la honra de acusar recibo de la Nota de Vuecencia de fecha 16 del presente mes que se refiere a las conversaciones celebradas entre esa Embajada y la Subsecretaría de Economía Exterior, como resultado de las cuales se ha llegado al acuerdo consignado en dicha nota, acuerdo que traducido al español dice literalmente lo siguiente:

"Se conviene que el Gobierno de los Estados Unidos puede adquirir hasta dos millones de dólares en pesetas del Gobierno de Austria mediante el cambio de schillings austriacos adquiridos por el Gobierno de los Estados Unidos mediante la venta a Austria de productos agrícolas en consonancia con el Título I de la Ley sobre Asistencia y Desarrollo del Comercio Agrícola; tales pesetas se produjeron a favor de Austria como consecuencia de la compra de fertilizante austriaco por España.

Se conviene igualmente que las pesetas adquiridas de esta manera por el Gobierno de los Estados Unidos serán utilizadas por dicho Gobierno del modo siguiente:

- a) Para el pago de obligaciones de los Estados Unidos en España incluyendo la construcción de bases y otros gastos militares: cuarenta por ciento; y

b) Para préstamos a España destinados a fomentar el comercio multilateral y el desenvolvimiento económico: sesenta por ciento. Los términos y condiciones de tales préstamos serán utilizados en un acuerdo de préstamo suplementario que se negociará entre los dos Gobiernos.

Las disposiciones de este Acuerdo son suplementarias y no reemplazan a las del Acuerdo de 5 de marzo de 1956. Consiguientemente, todas las disposiciones pertinentes al Acuerdo de 5 de marzo de 1956 son igualmente aplicables al presente Acuerdo”.

Tengo la honra de manifestar a Vuecencia la conformidad del Gobierno español con el Acuerdo que antecede.

Aprovecho esta oportunidad para renovar a Vuecencia el testimonio de mi alta consideración.

ALBERTO MARTÍN ARTAJO

The Honorable JOHN DAVIS LODGE
Embajador de los Estados Unidos en España.

Translation

THE MINISTER OF FOREIGN AFFAIRS

No. 289

MADRID, March 17, 1956

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of March 16, referring to the conversations between your Embassy and the Office of the Assistant Secretary of Foreign Commerce which resulted in the agreement set down in the aforesaid note, which agreement reads as follows in Spanish translation:

[For the English language text of the provisions, see *ante*, p. 597.]

I have the honor to inform Your Excellency of the Spanish Government's acceptance of the foregoing agreement.

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

ALBERTO MARTÍN ARTAJO

The Honorable
JOHN DAVIS LODGE,
*Ambassador of the United States
in Spain.*

LIBERIA

Technical Cooperation: Joint Commission for Economic Development

Agreement superseding the agreement of December 22, 1950.

Signed at Monrovia October 6, 1955;

Entered into force October 6, 1955.

MEMORANDUM OF UNDERSTANDING ON THE JOINT LIBERIAN-UNITED STATES COMMISSION FOR ECONOMIC DEVELOPMENT

The purpose of this Memorandum of Understanding is to revise the composition and further clarify the terms of reference of the Joint Liberian-United States Commission for Economic Development in order to carry out more effectively the aims and purposes of the General Agreement for Technical Assistance and Cooperation between the Government of the United States of America and the Government of the Republic of Liberia signed at Monrovia on the 6th day of October 1955, and in order to furnish improved means for consultation between the Government of the United States of America, the Government of the Republic of Liberia, and participating international organizations to insure the effective coordination and integration of technical cooperation and financial assistance programs.

In accordance with this purpose the Government of the Republic of Liberia and the Government of the United States of America agree as follows:

1. The Joint Commission shall be advisory and its duties shall include:

- a. The periodic examination of Liberia's resources and potentialities, the progress of Liberia's economic development program, and the requirements for technical and financial assistance; and the preparation of reports and recommendations to the Government of the Republic of Liberia, the Government of the United States of America, and participating international organizations regarding

- the utilization of foreign technical knowledge, skills, and investments.
- b. The examination and recommendation of policies which will encourage the introduction, local development, and application of technical skills and the creation and effective utilization of capital, both domestic and foreign; and the recommendation of appropriate measures for implementing such policies on the part of the Republic of Liberia, the United States of America, and other countries when appropriate.
2. The Joint Commission shall be composed of not to exceed four representatives of the Republic of Liberia, one of whom the President of the Republic of Liberia shall designate as Chairman, and not to exceed three representatives of the United States of America. These representatives shall be chosen from among salaried officials of their respective Governments and shall serve on the Joint Commission without additional compensation. Upon the mutual agreement of the two Governments, representatives of international organizations may be invited to participate as observers in the deliberations of the Joint Commission.
3. The work of the Joint Commission will be assisted by the establishment of a subsidiary body to be known as the Evaluation Committee, which will consist of one Liberian member of the Joint Commission designated by the Government of the Republic of Liberia and one American member of the Joint Commission designated by the Government of the United States of America. The duties of the Evaluation Committee will be to evaluate the progress of the economic development programs and to make periodic reports to the Joint Commission.

4. The Government of the Republic of Liberia shall furnish periodically to the Joint Commission such current economic, budgetary, and fiscal reports, plans, and data as the Joint Commission may require to perform its planning, review, and evaluation responsibilities.

5. The Government of the Republic of Liberia agrees to provide necessary office space, supplies, and equipment, to be chargeable against amounts appropriated annually by the Liberian Government, and a fund of not less than \$10,000.00 annually to cover costs of administrative, clerical and secretarial services as are needed in addition to those provided from the regular staffs of the two Governments.

It is further agreed that the Memorandum of Understanding between the Government of the Republic of Liberia and the Govern-

TIAS 2194.
2 UST 476.

ment of the United States of America signed at Washington December 22, 1950, shall be and hereby is superseded by this Memorandum of Understanding.

Done at Monrovia, in duplicate,
this 6th day of October, A. D. 1955.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF
THE UNITED STATES OF THE REPUBLIC OF LIBERIA:
AMERICA:

RICHARD L JONES
American Ambassador

M. DUKULY
Acting Secretary of State

LIBERIA

Technical Cooperation

Agreement replacing the agreement of December 22, 1950.

Ante, p. 600.

Signed at Monrovia October 6, 1955;

Entered into force February 3, 1956.

GENERAL AGREEMENT FOR TECHNICAL ASSISTANCE AND COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE REPUBLIC OF LIBERIA

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

Considering that the peoples of the United States of America and of the Republic of Liberia have a common interest in economic progress and that their cooperative efforts to exchange technical knowledge and skills will assist in achieving that objective,

Considering that the interchange of technical knowledge and skills will strengthen the mutual security of both peoples and develop their resources in the interest of maintaining their security and independence,

Considering the desirability of coordinating such interchange of technical knowledge and skills with economic development programs of Liberia,

Considering that the Government of the United States of America and the Government of the Republic of Liberia have agreed to join in promoting international understanding and good will and in maintaining world peace and to undertake such action as they may mutually agree upon to eliminate causes for international tension,

Noting that the General Agreement for Technical Assistance and Cooperation between the Government of the United States of America and the Government of the Republic of Liberia signed at Washington on December 22, 1950 expires by its terms on January 21, 1956,

TIAS 2195.
2 UST 478.

Desiring to continue the program of technical assistance and cooperation being conducted pursuant to the provisions of the said Agreement, and

Having decided to conclude for that purpose an Agreement revising the said Agreement of December 22, 1950, Have agreed as follows:

ARTICLE I—ASSISTANCE AND COOPERATION

1. The Government of the United States of America and the Government of the Republic of Liberia undertake to cooperate with each other in the interchange of technical knowledge and skills and in related activities designed to contribute to the balanced and integrated development of the economic resources and productive capacities of the Republic of Liberia. Particular technical cooperation activities will be carried out pursuant to the provisions of separate written subsidiary agreements or separate written understandings as may be reached from time to time by the duly designated representatives of the Government of the Republic of Liberia and of the United States of America. The furnishing of any technical assistance by the Government of the United States of America to the Government of the Republic of Liberia under this agreement will be based on requests made by the Government of the Republic of Liberia and approved by the Government of the United States of America. The obligations of the Government of the United States of America in connection with the activities conducted pursuant to this agreement shall be carried out by such agency or agencies as that government may designate for that purpose.
2. The Government of the Republic of Liberia through its duly designated representatives in cooperation with duly designated representatives of the Government of the United States of America and representatives of appropriate international organizations, will endeavor to coordinate and integrate all technical cooperation activities which may be carried on in Liberia and to relate and integrate technical cooperation activities with economic development programs carried on in Liberia.
3. The Government of the Republic of Liberia will cooperate in the mutual exchange of technical knowledge and skills with other countries participating in technical cooperation programs associated with that carried on under this agreement.
4. The Government of the Republic of Liberia will endeavor to make effective use of the results of technical cooperation projects carried on in the Republic of Liberia in cooperation with the United States of America and agrees to make every effort to take over full responsibility for all projects of a continuing nature instituted under this Agreement, such responsibility to be assumed for each project at the appropriate stage in its development.

5. The two governments will consult upon the request of either of them with regard to any matter relating to application of this agreement to any activity carried out hereunder.

6. The Government of the Republic of Liberia agrees to pay a fair share of the costs of technical cooperation activities carried out hereunder.

ARTICLE II—INFORMATION AND PUBLICITY

1. The Government of the Republic of Liberia will communicate to the Government of the United States of America in a form and at intervals to be mutually agreed upon:

- a. Information concerning activities carried on under this agreement including a statement of the use of funds, materials, equipment and services provided hereunder.
- b. Information regarding technical assistance which has been or is being requested of other countries or international organizations.

2. Not less frequently than once a year the duly designated representatives of the Government of the United States of America and the Government of the Republic of Liberia will make periodic reports to their respective governments on the technical cooperation programs being carried on pursuant to this agreement. Such reports shall include information as to the use of funds, materials, equipment and services allocated and expended for these programs and further, shall include a statement containing a joint evaluation of activities undertaken pursuant to this agreement which shall be prepared by duly designated representatives of both governments.

3. The Government of the Republic of Liberia and the Government of the United States of America will endeavor to give full publicity on the technical cooperation programs carried out under this agreement.

ARTICLE III—SUBSIDIARY AGREEMENTS AND UNDERSTANDINGS

Agreements and understandings may, consistent herewith and with the laws of the two countries, establish administrative arrangements for carrying on technical cooperation activities; provide for financial and other contributions for purposes of such activities; establish cooperative services or similar agencies, to be jointly financed and administered, to conduct such activities; and contain such other provisions as may be desirable.

The cost of programs and projects to be borne by the Government of the United States of America and the Government of the Republic of Liberia shall be specified in relevant agreements.

ARTICLE IV—PERSONNEL

The Government of the Republic of Liberia agrees to receive personnel to be provided by the Government of the United States of America under this agreement, including personnel supplied under contracts financed by the Government of the United States, and acceptable to the Government of the Republic of Liberia. The Government of the United States of America may constitute such personnel or part thereof as a mission which shall bear such title as the Government of the United States of America may designate and which may be headed by an official who shall be designated by the Government of the United States of America. Such personnel may serve in advisory capacities to Liberian agencies as requested by the Government of the Republic of Liberia. Administrative activities involved in projects will be undertaken by such personnel only to the extent required for instruction or demonstration purposes. The Government of the Republic of Liberia will give full cooperation to such personnel and provide them such access within Liberia, including access to and use of equipment and materials furnished by the United States or Liberia, as may be necessary to carry out this agreement or subsidiary agreements.

ARTICLE V—RIGHTS AND EXEMPTIONS

1. Any supplies, materials, equipment or funds introduced into the Republic of Liberia by the Government of the United States of America pursuant to this general agreement or subsidiary agreements hereto, shall be admitted to Liberia free of any customs duties or imports taxes and shall be exempt from any other taxes, service charges, investment or deposit requirements and currency controls.

2. All personnel, other than citizens of Liberia, whether employees of the Government of the United States of America or of public or private organizations under contract with the Government of the Republic of Liberia or its agencies or the Government of the United States of America or its agencies, who are performing work in Liberia in connection with this agreement or subsidiary agreements, shall be exempt from income and social security taxes levied under the laws of Liberia, from property taxes on personal property reasonably intended for their own use in connection with their work under this agreement or subsidiary agreements, and from the payment of any tariff or duty on such goods brought

into Liberia; provided, that such exemption shall not apply in cases where such personal property is sold in Liberia to any person not so entitled to such exemption.

ARTICLE VI—REPLACEMENT OF PREVIOUS AGREEMENT

1. This Agreement shall, on the date it enters into force, replace the General Agreement for Technical Assistance and cooperation between the Government of the United States of America and the Government of the Republic of Liberia signed at Washington on December 22, 1950.

2. Subsidiary agreements entered into pursuant to the General Agreement for Technical Assistance and Cooperation of December 22, 1950 shall continue in force in accordance with their respective terms.

ARTICLE VII—ENTRY INTO FORCE, AMENDMENT, DURATION

1. This agreement shall enter into force on the date of the receipt by the Government of the United States of America of a notification in writing [¹] from the Government of the Republic of Liberia of ratification of the agreement by the Republic of Liberia. It shall remain in force until termination by either Government on three months' notice in writing to the other.

2. If either Government should desire to amend this agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment.

Done at Monrovia, in duplicate,
this 6th day of October, A. D. 1955.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:

RICHARD L JONES
American Ambassador

FOR THE GOVERNMENT OF
THE REPUBLIC OF LIBERIA:

M. DUKULY
Acting Secretary of State

¹ Feb. 3, 1956.

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington February 13, 1956;
Entered into force April 23, 1956.*

AGREEMENT FOR COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of the Federal Republic of Germany desire to co-operate with each other in the development of such peaceful uses of atomic energy; and

Whereas the design and development of several types of research reactors are well advanced; and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of the Federal Republic of Germany desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, acting through the United States Atomic Energy Commission, desires to assist the Government of the Federal Republic of Germany in such a program;

The Parties agree as follows:

ARTICLE I

For the purposes of this Agreement:

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

(b) "Equipment and devices" means any instrument or apparatus and includes research reactors, as defined herein, and their component parts.

(c) "Research reactor" means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy, or training

in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear materials.

(d) The terms "Restricted Data," "atomic weapon," and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

68 Stat. 919.
42 U.S.C. § 2011 et seq.

ARTICLE II

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of the Federal Republic of Germany or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

ARTICLE III

1. Subject to the provisions of Article II, the Parties hereto will exchange information in the following fields:

(a) Design, construction, and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.

(b) Health and safety problems related to the operation and use of research reactors.

(c) The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

2. The application or use of any information or data of any

kind whatsoever, including design drawings and specifications, exchanged under this Agreement shall be the responsibility of the Party which receives and uses such information or data, and it is understood that the other cooperating Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application.

ARTICLE IV

1. The Commission will lease to the Government of the Federal Republic of Germany uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of the Federal Republic of Germany, in consultation with the Commission, decides to construct and as required in agreed experiments related thereto. Also, the Commission will lease to the Government of the Federal Republic of Germany uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of the Federal Republic of Germany may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of the Federal Republic of Germany shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of the Federal Republic of Germany to comply with the provisions of this Agreement and the applicable provisions of

the lease arrangement.

2. The quantity of uranium enriched in the isotope U-235 transferred by the Commission and in the custody of the Government of the Federal Republic of Germany shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in the Federal Republic of Germany or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

3. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

4. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VII and VIII.

ARTICLE V

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of the Federal Republic

of Germany or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in the Federal Republic of Germany. The sale or lease of these materials shall be on such terms as may be agreed.

ARTICLE VI

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or the Federal Republic of Germany may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to and perform services for the Government of the Federal Republic of Germany and such persons under its jurisdiction as are authorized by the Government of the Federal Republic of Germany to receive and possess such materials and utilize such services, subject to:

- (a) The provisions of Article II.
- (b) Applicable laws, regulations and license requirements of the Government of the United States and the Government of the Federal Republic of Germany.

ARTICLE VII

1. The Government of the Federal Republic of Germany agrees to maintain such safeguards as are necessary to assure that the

uranium enriched in the isotope U-235 leased from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

2. The Government of the Federal Republic of Germany agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of the Federal Republic of Germany or authorized persons under its jurisdiction shall be used solely for the design, construction, and operation of research reactors which the Government of the Federal Republic of Germany decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

3. In regard to research reactors constructed pursuant to this Agreement, the Government of the Federal Republic of Germany agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of the Federal Republic of Germany will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

4. Some atomic energy materials which the Government of the Federal Republic of Germany may request the Commission to provide in accordance with this arrangement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Federal Republic of

Germany, the Government of the Federal Republic of Germany shall bear all responsibility, in so far as the Government of the United States is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Federal Republic of Germany or to any private individual or private organization under its jurisdiction, the Government of the Federal Republic of Germany shall indemnify and save harmless the Government of the United States against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of the Federal Republic of Germany or to any authorized private individual or private organization under its jurisdiction.

ARTICLE VIII

The Government of the Federal Republic of Germany guarantees that:

- (a) Safeguards provided in Article VII shall be maintained.
- (b) No material, including equipment and devices, transferred to the Government of the Federal Republic of Germany or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and

that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Federal Republic of Germany except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

ARTICLE IX

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in the Federal Republic of Germany.

ARTICLE X

1. This Agreement shall enter into force [1] on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of five years subject to renewal as may be mutually agreed.

2. At the expiration of this Agreement or of any extension thereof the Government of the Federal Republic of Germany shall

¹ Apr. 23, 1956.

deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel materials leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of the Federal Republic of Germany and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

A B K O M M E N
ZWISCHEN
DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA
UND
DER REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND
ÜBER ZUSAMMENARBEIT AUF DEM GEBIET
DER ZIVILEN VERWENDUNG DER ATOMENERGIE

Da die friedliche Verwendung der Atomenergie für die
ganze Menschheit grosse Aussichten bietet,

da die Regierung der Vereinigten Staaten von Amerika und
die Regierung der Bundesrepublik Deutschland in der Entwicklung
einer solchen friedlichen Verwendung der Atomenergie zusammen-
zuarbeiten wünschen,

da die Konstruktion und Entwicklung mehrerer Typen von
Forschungsreaktoren gute Fortschritte gemacht hat,

da Forschungsreaktoren nützlich sind für die Erzeugung von Radio-Isotopen in Mengen, die den Bedürfnissen der Forschung entsprechen, sowie für therapeutische Zwecke und für zahlreiche andere Forschungsarbeiten und gleichzeitig eine wertvolle Ausbildung und Erfahrung in der Atomwissenschaft und -technik vermitteln, die ihrerseits dienlich sind für die Entwicklung anderer friedlicher Verwendungszwecke der Kernenergie, einschliesslich ihrer Nutzung für zivile Zwecke,

da die Regierung der Bundesrepublik Deutschland ein Forschungs- und Entwicklungsprogramm mit dem Ziel der friedlichen und humanitären Verwendung von Atomenergie durchzuführen wünscht und dabei die Hilfe der Regierung der Vereinigten Staaten von Amerika und der amerikanischen Industrie in Anspruch nehmen möchte,

und da die Regierung der Vereinigten Staaten von Amerika, vertreten durch die Atomkommission der Vereinigten Staaten, der Regierung der Bundesrepublik Deutschland bei diesem Programm Unterstützung zu leisten wünscht,

kommen die Vertragsparteien wie folgt überein:

ARTIKEL I

Für die Zwecke dieses Abkommens

- (a) bedeutet "Kommission" die Atomkommission der Vereinigten Staaten oder deren gehörig bevollmächtigte Vertreter;
- (b) bedeutet "Ausrüstungen und Vorrichtungen" alle Instrumente oder Apparate, einschliesslich der nachstehend definierten Forschungsreaktoren, sowie deren Teile;

(c) bedeutet "Forschungsreaktor" einen Reaktor, der für die Erzeugung von Neutronen und anderen Strahlungen zu allgemeinen Forschungs- und Entwicklungszwecken, für medizinische Therapie oder für die Ausbildung in Atomwissenschaft und -technik konstruiert ist. Der Ausdruck umfasst nicht Reaktoren zur Energieerzeugung oder zur Demonstration der Energieerzeugung oder Reaktoren, die in erster Linie für die Erzeugung von besonderem Kernmaterial konstruiert sind;

(d) werden in diesem Abkommen die Ausdrücke "geheimzuhalrende Angaben", "Atomwaffe" und "besonderes Kernmaterial" in dem im Atomenergiegesetz der Vereinigten Staaten von 1954 definierten Sinne gebraucht.

ARTIKEL II

Geheimzuhaltende Angaben werden auf Grund dieses Abkommens nicht mitgeteilt; der Regierung der Bundesrepublik Deutschland oder ihrer Hoheitsgewalt unterstehenden berechtigten Personen werden auf Grund dieses Abkommens weder Material, Ausrüstungen und Vorrichtungen übertragen noch Dienste geleistet, wenn mit derartigen Übertragungen oder Dienstleistungen die Weitergabe geheimzuhaltender Angaben verbunden ist.

ARTIKEL III

(1) Vorbehaltlich des Artikels II tauschen die Parteien auf folgenden Sachgebieten Informationen aus:

(a) Planung, Bau und Betrieb von Forschungsreaktoren und deren Benutzung für Forschung, Entwicklung und Technik sowie für therapeutische Zwecke;

(b) Probleme der Gesundheit und Sicherheit, die mit dem Betrieb und der Benutzung von Forschungsreaktoren verbunden sind;

(c) Verwendung radioaktiver Isotopen in der physikalischen und biologischen Forschung, in Therapie, Landwirtschaft und Industrie.

(2) Die Anwendung oder Verwendung irgendwelcher auf Grund dieses Abkommens ausgetauschter Informationen oder Angaben, einschliesslich von Konstruktionszeichnungen und Spezifikationen, erfolgt unter der Verantwortung der Partei, die diese Informationen oder Angaben erhält und verwertet; es herrscht Einvernehmen darüber, dass die andere der zusammenarbeitenden Parteien für die Genauigkeit, Vollständigkeit oder Eignung dieser Informationen oder Angaben in bezug auf eine besondere Verwendung oder Anwendung keine Gewähr übernimmt.

ARTIKEL IV

(1) Die Kommission verpachtet der Regierung der Bundesrepublik Deutschland zu den in diesem Abkommen festgesetzten Bedingungen mit U-235 angereichertes Uran in den Mengen, die als Erstausstattung und Ersatzbrennstoff für den Betrieb der Forschungsreaktoren, welche die Regierung der Bundesrepublik Deutschland in Beratung mit der Kommission zu bauen beschliesst, sowie für die vereinbarten diesbezüglichen Experimente benötigt werden. Die Kommission verpachtet der Regierung der Bundesrepublik Deutschland ferner zu den in diesem Abkommen restgesetzten Bedingungen mit U-235 angereichertes Uran in den Mengen, die als Erstausstattung und Ersatzbrennstoff für den Betrieb der For-

schungsreaktoren benötigt werden, deren Bau und Betrieb die Regierung der Bundesrepublik Deutschland in Beratung mit der Kommission Privatpersonen oder privaten Organisationen genehmigt, die der Hoheitsgewalt dieser Regierung unterstehen; die Regierung der Bundesrepublik Deutschland wird jedoch jederzeit eine ausreichende Kontrolle über das Material und den Betrieb des Reaktors aufrechterhalten, um dieses Abkommen sowie die einschlägigen Bestimmungen des Pachtvertrages einhalten zu können.

(2) Die Menge des von der Kommission der Regierung der Bundesrepublik Deutschland übergebenen und unter deren Kontrolle befindlichen mit U-235 angereicherten Urans wird zu keiner Zeit sechs (6) Kilogramm U-235 in dem auf höchstens zwanzig Prozent (20 %) U-235 angereicherten Uran übersteigen, zuzüglich der weiteren Menge, die nach Ansicht der Kommission erforderlich ist, um einen leistungsfähigen und stetigen Betrieb des oder der Reaktoren für die Zeit zu gewähren, in der ersetzte Brennstoffeinzelstücke in Deutschland einen radioaktiven Kühlungsprozess durchmachen oder Brennstoffeinzelstücke unterwegs sind; damit will die Kommission den höchsten Nutzungsgrad der sechs (6) Kilogramm des genannten Materials ermöglichen.

(3) Ist der Ersatz von Brennstoffeinzelstücken erforderlich, die U-235 enthalten und von der Kommission verpackt worden sind, so werden sie an die Kommission zurückgegeben; soweit nichts anderes vereinbart ist, werden Gestalt und Gehalt der bestrahlten Brennstoffeinzelstücke nach Entfernung aus dem Reaktor und vor Ablieferung an die Kommission nicht geändert.

(4) Die Verpachtung von mit U-235 angereichertem Uran auf Grund dieses Artikels unterliegt den jeweils vereinbarten Gebühren und Versand- und Lieferbedingungen sowie den Bestimmungen der Artikel VII und VIII.

ARTIKEL V

Auf Grund gegenseitiger Vereinbarungen wird die Kommission auf dem von ihr als geeignet angesehenen Wege der Regierung der Bundesrepublik Deutschland oder deren Hoheitsgewalt unterstehenden berechtigten Personen Reaktormaterial, soweit vorhanden und verfügbar, verkaufen oder verpachten, das kein besonderes Kernmaterial ist und das auf dem Markt nicht erhältlich, jedoch für den Bau und Betrieb von Forschungsreaktoren in der Bundesrepublik Deutschland erforderlich ist. Der Verkauf oder die Verpachtung dieses Materials erfolgt zu den jeweils zu vereinbarenden Bedingungen.

ARTIKEL VI

Es ist beabsichtigt, dass nach Massgabe dieses Artikels Privatpersonen und private Organisationen in den Vereinigten Staaten oder in der Bundesrepublik Deutschland mit Privatpersonen und privaten Organisationen in dem anderen Land unmittelbar in Verbindung treten können. Demgemäß wird die Regierung der Vereinigten Staaten in bezug auf die Gegenstände des in Artikel III vereinbarten Erfahrungsaustauschs ihrer Hoheitsgewalt unterstehenden Personen gestatten, der Regierung der Bundesrepublik Deutschland sowie der Hoheitsgewalt dieser Regierung unterstehenden und von ihr zum Empfang und Besitz entsprechenden

Materials und zur Inanspruchnahme entsprechender Dienstleistungen berechtigten Personen Material einschliesslich Ausrüstungen und Vorrichtungen zu überlassen und auszuführen und Dienste zu leisten; dies gilt unter Vorbehalt.

- (a) der Bestimmungen des Artikels II,
- (b) der einschlägigen Gesetze, Verordnungen und Lizenzvorschriften der Regierung der Vereinigten Staaten und der Regierung der Bundesrepublik Deutschland.

ARTIKEL VII

(1) Die Regierung der Bundesrepublik Deutschland verpflichtet sich, die erforderlichen Sicherheitsmassnahmen zu treffen und beizubehalten, um zu gewährleisten, dass das von der Kommission gepachtete mit U-235 angereicherte Uran nur für die gemäss diesem Abkommen vereinbarten Zwecke benutzt und dass es sicher aufbewahrt wird.

(2) Die Regierung der Bundesrepublik Deutschland verpflichtet sich, die erforderlichen Sicherheitsmassnahmen zu treffen und beizubehalten, um zu gewährleisten, dass, soweit nichts anderes vereinbart wird, alles sonstige Reaktormaterial, einschliesslich von Ausrüstungen und Vorrichtungen, das die Regierung der Bundesrepublik Deutschland oder ihrer Hoheitsgewalt unterstehende berechtigte Personen auf Grund dieses Abkommens in den Vereinigten Staaten von Amerika kaufen, nur für die Planung, den Bau und den Betrieb der Forschungsreaktoren, welche die Regierung der Bundesrepublik Deutschland zu bauen und zu betreiben beschliesst, und für Forschungsarbeiten im Zusammenhang damit verwendet wird.

(3) In bezug auf Forschungsreaktoren, die auf Grund dieses Abkommens gebaut werden, verpflichtet sich die Regierung der Bundesrepublik Deutschland, Unterlagen über die Energieleistungen im Betrieb und den Verbrauch an Reaktorbrennstoffen zu führen und der Kommission jährlich darüber zu berichten. Auf Verlangen der Kommission wird die Regierung der Bundesrepublik Deutschland Vertretern der Kommission gestatten, von Zeit zu Zeit den Zustand und die Verwendung des verpachteten Materials sowie die Leistung des Reaktors, in dem das Material verwendet wird, zu beobachten.

(4) Einige Atomkraft-Materialien, um deren Lieferung die Regierung der Bundesrepublik Deutschland gegebenenfalls die Kommission im Einklang mit diesem Abkommen ersuchen wird, sind, falls sie nicht vorsichtig gehandhabt und verwendet werden, schädlich für Personen und Sachen. Nach Ablieferung solcher Materialien an die Regierung der Bundesrepublik Deutschland trägt diese, soweit die Regierung der Vereinigten Staaten in Betracht kommt, die gesamte Verantwortung für die sichere Handhabung und Verwendung dieser Materialien. In bezug auf alle besonderen Kernmaterialien oder Brennstoffeinzelstücke, welche die Kommission auf Grund dieses Abkommens der Regierung der Bundesrepublik Deutschland oder ihrer Hoheitsgewalt unterstehenden Privatpersonen oder privaten Organisationen verpachtet, hält die Regierung der Bundesrepublik Deutschland die Regierung der Vereinigten Staaten schadlos hinsichtlich jeder Haftung (einschliesslich der Haftung gegenüber Dritten), gleichviel aus welchem Grund ein Anspruch in Verbindung mit der Erzeugung oder Herstellung, dem Eigentum, der Verpachtung, dem Besitz oder der Verwen-

dung dieser besonderen Kernmaterialien oder Brennstoffeinzelstücke entsteht, nachdem sie von der Kommission an die Regierung der Bundesrepublik Deutschland oder an ihrer Hoheitsgewalt unterstehende berechtigte Privatpersonen oder private Organisationen abgeliefert worden sind.

ARTIKEL VIII

Die Regierung der Bundesrepublik Deutschland gewährleistet,

(a) dass die Sicherheitsmassnahmen gemäss Artikel VII eingehalten werden;

(b) dass kein Material einschliesslich von Ausrüstungen und Vorrichtungen, das der Regierung der Bundesrepublik Deutschland oder ihrer Hoheitsgewalt unterstehenden berechtigten Personen auf Grund dieses Abkommens durch Verpachtung, Verkauf oder auf anderem Wege übertragen wird, für Atomwaffen oder Forschungsarbeiten über Atomwaffen oder deren Entwicklung oder für sonstige militärische Zwecke verwandt wird, sowie dass kein derartiges Material einschliesslich von Ausrüstungen und Vorrichtungen unbefugten oder der Hoheitsgewalt der Regierung der Bundesrepublik Deutschland nicht unterstehenden Personen übertragen wird, es sei denn, dass die Kommission einer solchen Übertragung an einen anderen Staat zustimmt, wenn dies nach Ansicht der Kommission im Einklang steht mit einem Abkommen über Zusammenarbeit zwischen den Vereinigten Staaten und dem betreffenden anderen Staat.

ARTIKEL IX

Die Parteien hoffen und erwarten, dass dieses erste Abkommen über Zusammenarbeit dazu führt, dass eine weitere Zusammen-

arbeit erwogen wird, die sich auf die Planung, den Bau und den Betrieb von Reaktoren zur Energieerzeugung erstreckt. Demgemäß werden die Parteien von Zeit zu Zeit miteinander darüber beraten, ob ein Zusatzabkommen über Zusammenarbeit bei der Energieerzeugung aus Atomkraft in der Bundesrepublik Deutschland im Bereich des Möglichen liegt.

ARTIKEL X

(1) Dieses Abkommen tritt an dem Tag in Kraft, an dem jede der beiden Regierungen von der anderen eine schriftliche Notifizierung darüber erhält, dass sie alle gesetzlichen und verfassungsmässigen Erfordernisse für das Inkrafttreten dieses Abkommens erfüllt hat; es bleibt vorbehaltlich einer gegenseitig vereinbarten Verlängerung seiner Geltungsdauer fünf Jahre lang in Kraft.

(2) Beim Auslaufen dieses Abkommens oder seiner Verlängerung liefert die Regierung der Bundesrepublik Deutschland alle Brennstoffeinzelstücke, die von der Kommission gepachtete Reaktorbrennstoffe enthalten, sowie alles sonstige von der Kommission gepachtete Brennstoffmaterial an die Vereinigten Staaten ab. Diese Stücke und dieses Material werden der Kommission an einem von ihr zu bezeichnenden in den Vereinigten Staaten gelegenen Ort abgeliefert, und zwar auf Kosten der Regierung der Bundesrepublik Deutschland; für die Verbringung zur Ablieferung sind geeignete Schutzmassnahmen gegen die Strahlungsgefahr zu treffen.

IN WITNESS WHEREOF, the
Parties hereto have caused
this Agreement to be executed
pursuant to duly constituted
authority.

DONE at Washington, in
duplicate, in the English and
German languages, this thir-
teenth day of February, 1956.

ZU URKUND DESSEN haben
die Vertragsparteien den Ab-
schluss dieses Abkommens auf
Grund gehöriger Bevollmächt-
igungen veranlasst.

GESCHEHEN zu Washington
am Dreizehnten Februar 1956
in zwei Urschriften, jede in
englischer und deutscher
Sprache.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

LIVINGSTON T. MERCHANT

LEWIS L. STRAUSS

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:
FÜR DIE REGIERUNG DER BUNDESREPUBLIK DEUTSCHLAND:

HEINZ L KREKELER

UNION OF SOUTH AFRICA

Passport Visas

*Agreement effected by exchange of notes
Signed at Capetown March 28 and April 3, 1956;
Entered into force May 1, 1956.*

The South African Minister of External Affairs to the American Ambassador

21/8

UNIE VAN SUID-AFRIKA.
UNION OF SOUTH AFRICA.

DEPARTEMENT VAN BUITELANDSE SAKE.
DEPARTMENT OF EXTERNAL AFFAIRS.
CAPE TOWN.
28 Mar 1956

MR. AMBASSADOR,

I have the honour to refer to recent negotiations between our respective countries to provide for the simplification of existing visa formalities and to inform you that the Government of the Union of South Africa have considered and approved the following arrangement:

1. The Government of the Union of South Africa will order all visas to be issued gratis to citizens of the United States of America intending to visit the Union of South Africa or South West Africa for purely temporary purposes.

Such visas shall be valid for one year from the date of issue and for multiple entries into the Union or South West Africa, with the following exceptions:-

- (i) A visa issued to an exchange visitor shall be limited to a single entry;
- (ii) a visa issued to a representative of a non-member government to an international organisation, and members of his immediate family, shall be limited to a single entry;
- (iii) a visa issued to a temporary worker shall be valid for multiple entries for a period not to exceed one year and

shall expire upon the anticipated date of termination of the authorized employment.

2. The Government of the United States of America will likewise order all visas to be issued gratis to South African citizens intending to visit the United States of America for purely temporary purposes.

Such visas shall be valid for one year from the date of issue and for multiple entries into the United States of America, with the following exceptions:-

- (i) A visa issued to an exchange visitor (i. e. the EX type) shall be limited to a single entry;
- (ii) a visa issued to a representative of a non-member government to an international organisation, and members of his immediate family (i. e. the G3 type) shall be limited to a single entry;
- (iii) a visa issued to a temporary worker (i. e. the H type) shall be valid for multiple entries for a period not to exceed one year and shall expire upon the anticipated date of termination of the authorised employment.

3. This agreement shall not exempt South African citizens or citizens of the United States of America from the obligation of complying with the requirements applicable in respect of admission, residence and employment on entering the United States of America and South Africa respectively. Persons who are not able to satisfy immigration or police authorities of their compliance with the above-mentioned requirements are liable to be refused admission on arrival.

This letter, together with your confirmation thereof, will be regarded as an agreement between our two Governments which shall be binding until further notice by either party, and the arrangement shall come into operation on the first day of May, 1956.

Please accept, Mr. Ambassador, the renewed assurance of my highest consideration.

ERIC H. LOUW.
Minister of External Affairs.

His Excellency Mr. E. T. WAILES,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Cape Town.*

The American Ambassador to the South African Minister of External Affairs

THE FOREIGN SERVICE
OF
THE UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA
Cape Town, April 3, 1956.

MY DEAR MR. MINISTER:

I have the honor to acknowledge the receipt of your Note of March 28, concerning visa arrangements between our two countries, which reads as follows:

"Mr. Ambassador:

I have the honour to refer to recent negotiations between our respective countries to provide for the simplification of existing visa formalities and to inform you that the Government of the Union of South Africa have considered and approved the following arrangement:

1. The Government of the Union of South Africa will order all visas to be issued gratis to citizens of the United States of America intending to visit the Union of South Africa or South West Africa for purely temporary purposes.

Such visas shall be valid for one year from the date of issue and for multiple entries into the Union or South West Africa, with the following exceptions:-

- (i) A visa issued to an exchange visitor shall be limited to a single entry;
- (ii) a visa issued to a representative of a non-member government to an international organisation, and members of his immediate family, shall be limited to a single entry;
- (iii) a visa issued to a temporary worker shall be valid for multiple entries for a period not to exceed one year and shall expire upon the anticipated date of termination of the authorized employment.

2. The Government of the United States of America will likewise order all visas to be issued gratis to South African citizens intending to visit the United States of America for purely temporary purposes.

Such visas shall be valid for one year from the date of

issue and for multiple entries into the United States of America, with the following exceptions:

- (i) A visa issued to an exchange visitor (i. e. the EX type) shall be limited to a single entry;
 - (ii) a visa issued to a representative of a non-member government to an international organisation, and members of his immediate family (i. e. the G3 type) shall be limited to a single entry;
 - (iii) a visa issued to a temporary worker (i. e. the H type) shall be valid for multiple entries for a period not to exceed one year and shall expire upon the anticipated date of termination of the authorised employment.
3. This agreement shall not exempt South African citizens or citizens of the United States of America from the obligation of complying with the requirements applicable in respect of admission, residence and employment on entering the United States of America and South Africa respectively. Persons who are not able to satisfy immigration or police authorities of their compliance with the above-mentioned requirements are liable to be refused admission on arrival

This letter, together with your confirmation thereof, will be regarded as an agreement between our two Governments which shall be binding until further notice by either party, and the arrangement shall come into operation on the first day of May, 1956.

Please accept, Mr. Ambassador, the renewed assurance of my highest consideration.

/*s/ ERIC H. LOUW.
Minister of External Affairs.*"

I am pleased to inform you that the Government of the United States of America agrees with the arrangements outlined above, and concurs that your Note of March 28, 1956, together with this reply, shall constitute an agreement between our two governments which will enter into force on May 1, 1956.

Please accept, Mr. Minister, the renewed assurances of my highest consideration.

EDWARD T. WAILES
American Ambassador,

The Honorable
ERIC H. LOUW,
Minister of External Affairs.

FEDERAL REPUBLIC OF GERMANY

German External Debts: Settlement of Debts of the City of Berlin and of the Berlin Public Utility Enterprises

*Agreement effected by exchange of notes
Dated at Bonn/Bad Godesberg and Bonn
February 29 and March 2, 1956;
Entered into force March 2, 1956.
With exchange of notes
Dated at Bonn August 13 and 29, 1955.*

*The American Embassy to the Ministry for Foreign Affairs of the
Federal Republic of Germany*

No. 386

The Embassy of the United States of America presents its compliments to the Federal Ministry for Foreign Affairs and has the honour to refer to the Ministry's note number 507-519-746-71284/55 of the 13th of August, 1955, and to the Embassy's note number 94 of August 29, 1955 on the subject of the settlement of the debts of the City of Berlin and of the Berlin public utility enterprises.

In the opinion of the United States Government, the exchange of notes referred to constitutes the agreement provided for in Article 5(5) of the London Debt Agreement [¹] that negotiations on the settlement of these debts are now considered to be practicable. The Ministry has now raised informally with the British, French and American Embassies the question of the form of the negotiations provided for in Article 5(5).

The United States Government considers that, with the lifting of the exclusion provided in Article 5(5), the terms of the London Debt Agreement and the appropriate annexes are applicable to the settlement of the external debts of the City of Berlin and of the Berlin public utility enterprises; and in particular, that the external bonded debts of the City of Berlin fall under Annex I, the bonded debts of the public utilities under Annex II, and the miscellaneous debts of the City and of the public utilities, under

Post, p. 639.
Post, p. 641.

TIAS 2792.
⁴ UST 449.

¹ Agreement on German External Debts, signed at London Feb. 27, 1953.

Annex IV. It, therefore, believes that no further intergovernmental conference is required, but that negotiations may now be undertaken between the debtors and the creditor representatives.

The question of the actual terms of settlement of these debts will naturally be one of the principal objects of the proposed negotiations. The United States Government believes that the text of the Agreement and the annexes provides ample flexibility to take into account the special political and economic position of Berlin.

If the Federal Government is in agreement with the views presented above, it is suggested that this note, the identical notes from the British and French Embassies [¹] and the replies of the Federal Ministry for Foreign Affairs [¹] constitute an interpretation of the London Debt Agreement, and that certified copies of these notes be deposited with the Government of the United Kingdom.

The Embassy of the United States of America avails itself of this opportunity to renew to the Federal Ministry for Foreign Affairs the assurance of its highest consideration.

AMERICAN EMBASSY,
Bonn/Bad Godesberg, February 29, 1956.

*The Ministry for Foreign Affairs of the Federal Republic of Germany
to the American Embassy*

Abschrift

AUSWÄRTIGES AMT

507-519-746-5-5-78835/56

Verbalnote

Das Auswärtige Amt beeckt sich, der Botschaft der Vereinigten Staaten von Amerika den Empfang ihrer Verbalnote vom 29. Februar 1956—No. 386—betreffend die Schulden der Stadt Berlin und der Berliner öffentlichen Versorgungsbetriebe zu bestätigen, und erlaubt sich, unter Bezugnahme auf die Verbalnote des Auswärtigen Amtes vom 13. August 1955—507-519-71284/55—and auf die Note der Botschaft der Vereinigten Staaten von Amerika vom 29. August 1955—No. 94—in der gleichen Angelegenheit, folgendes zu erwideren:

¹ Exchanges of notes *mutatis mutandis* dated Feb. 29 and Mar. 2, 1956, between the British and French Embassies, respectively, and the Federal Ministry for Foreign Affairs; not printed.

Nach Auffassung der Regierung der Bundesrepublik Deutschland stellt der vorgenannte Notenwechsel die in Artikel 5 Absatz 5 des Londoner Schuldenabkommens vorgesehene Einigung dar, daß Verhandlungen über die Regelung dieser Schulden nunmehr für tunlich angesehen werden. Die Botschaft der Vereinigten Staaten von Amerika, die Königlich Britische Botschaft und die Französische Botschaft haben inzwischen mit dem Auswärtigen Amt informell die Frage bezüglich der Form der in Artikel 5 Absatz 5 vorgesehenen Verhandlungen erörtert.

Die Regierung der Bundesrepublik Deutschland ist der Auffassung, daß nach Aufhebung der in Artikel 5 Absatz 5 festgelegten Zurückstellung die Bestimmungen des Londoner Schuldenabkommens und der einschlägigen Anlagen auf die Regelung der Auslandsschulden der Stadt Berlin und der Berliner öffentlichen Versorgungsbetriebe anwendbar sind. Sie ist insbesondere der Meinung, daß die verbrieften Auslandsschulden der Stadt Berlin unter Anlage I fallen, die verbrieften Schulden der öffentlichen Versorgungsbetriebe unter Anlage II und die verschiedenen anderen Schulden der Stadt Berlin und der Berliner öffentlichen Versorgungsbetriebe unter Anlage IV. Sie ist daher der Auffassung, daß eine weitere Regierungskonferenz nicht erforderlich ist, sondern daß nunmehr Verhandlungen zwischen den Schuldern und den Gläubigervertretern aufgenommen werden können.

Die Frage der tatsächlichen Regelungsbedingungen für die genannten Schulden wird naturgemäß einen Hauptgegenstand der vorgeschlagenen Verhandlungen bilden. Die Regierung der Bundesrepublik Deutschland ist der Auffassung, daß der Wortlaut des Abkommens und seiner Anlagen ausreichenden Spielraum läßt, die besondere politische und wirtschaftliche Lage Berlins zu berücksichtigen.

Die Regierung der Bundesrepublik Deutschland stimmt mit der Auffassung der Regierung der Vereinigten Staaten von Amerika überein, daß die drei gleichlautenden Noten der Botschaft der Vereinigten Staaten von Amerika, der Königlich Britischen Botschaft und der Französischen Botschaft vom 29. Februar 1956 und diese Note sowie die beiden gleichlautenden Noten an die Königlich Britische Botschaft und die Französische Botschaft eine Auslegung des Londoner Schuldenabkommens darstellen und beglaubliche Abschriften dieser Noten bei der Regierung des Vereinigten Königreichs hinterlegt werden sollen.

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

Bonn, den 2. März 1956

(L. S.)

An die

BOTSCHAFT DER VEREINIGTEN
STAATEN VON AMERIKA
Mehlem

Translation

Copy

FEDERAL MINISTRY FOR
FOREIGN AFFAIRS
507-519-746-5-5-73835/56

Note Verbale

The Ministry for Foreign Affairs has the honor to acknowledge receipt of note No. 386 of February 29, 1956 from the Embassy of the United States of America concerning the debts of the City of Berlin and of the Berlin public utility enterprises, and with reference to the Ministry's note number 507-519-746-71284/55 of August 13, 1955, and to note number 94 of August 29, 1955 from the Embassy of the United States of America on the same subject, wishes to reply as follows:

In the opinion of the Government of the Federal Republic of Germany the exchange of notes referred to constitutes the agreement provided for in Article 5 (5) of the London Debt Agreement that negotiations on the settlement of these debts are now considered to be practicable. The American, British and French Embassies have now raised informally with the Ministry for Foreign Affairs the question of the form of the negotiations provided for in Article 5 (5).

The Government of the Federal Republic of Germany considers that, with the lifting of the deferral provided for in Article 5 (5), the terms of the London Debt Agreement and its pertinent annexes are applicable to the settlement of the external debts of the City of Berlin and of the Berlin public utility enterprises. It is in particular of the opinion that the bonded external debts of the City of Berlin fall under Annex I, the bonded debts of the public utilities under Annex II, and the miscellaneous other debts of the City of Berlin and the Berlin public utility enterprises under Annex IV. It therefore believes that no further

intergovernmental conference is required, but that negotiations may now be undertaken between the debtors and the creditor representatives.

The question of the actual terms of settlement of these debts will naturally be one of the principal objects of the proposed negotiations. The Government of the Federal Republic of Germany is of the opinion that the text of the Agreement and its annexes provides adequate flexibility to take into account the special political and economic position of Berlin.

The Government of the Federal Republic of Germany is in agreement with the view of the Government of the United States of America to the effect that the three identical notes of February 29, 1956 from the American, British and French Embassies and the present note, also the two identical notes addressed to the British and French Embassies, constitute an interpretation of the London Debt Agreement, and that certified copies of these notes be deposited with the Government of the United Kingdom.

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

Bonn, March 2, 1956

(L. S.)

EMBASSY OF THE UNITED STATES
OF AMERICA
Mehlem

*The Ministry for Foreign Affairs of the Federal Republic of Germany
to the American Embassy*

A b s c h r i f t

AUSWÄRTIGES AMT

507-510-746-71284/65

Verbalnote

Das Auswärtige Amt beeckt sich, der Botschaft der Vereinigten Staaten von Amerika in der Angelegenheit betreffend die in Artikel 5 Absatz 5 des Abkommens über deutsche Auslandsschulden vom 27. Februar 1953 erwähnte Regelung der Schulden der Stadt Berlin und der Berliner öffentlichen Versorgungsbetriebe folgendes mitzuteilen:

Die Regierung der Bundesrepublik Deutschland und der Senat von Berlin halten den Zeitpunkt für gekommen, in dem Verhand-

lungen über eine Regelung der genannten Schulden aufgenommen werden sollten.

Das Auswärtige Amt wäre deshalb für eine Mitteilung dankbar, ob auch die Regierung der Vereinigten Staaten von Amerika die Aufnahme von Verhandlungen über die Regelung der zuvor erwähnten Schulden für tunlich ansieht.

Gleichlautende Verbalnoten wurden an die Königlich Britische und die Französische Botschaft gerichtet.

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

BONN, den 13. August 1955

(L. S.)

An die

BOTSCHAFT DER VEREINIGTEN
STAATEN VON AMERIKA
Mehlem

Translation

C o p y

MINISTRY FOR FOREIGN AFFAIRS

507-510-746-71284/55

Note Verbale

The Ministry for Foreign Affairs has the honor to inform the Embassy of the United States as follows on the subject of the settlement of the debts of the City of Berlin and of the Berlin public utility enterprises, mentioned in Article 5(5) of the Agreement on German External Debts of February 27, 1953:

The Government of the Federal Republic of Germany and the Senat of Berlin consider that the moment has come to engage in negotiations for the settlement of these debts.

The Ministry for Foreign Affairs would therefore be grateful for a communication as to whether the United States Government, too, considers that negotiations for the settlement of the above-mentioned debts are practicable.

Identical notes have been addressed to the British and French Embassies.^[1]

¹ Not printed.

The Ministry for Foreign Affairs avails itself also of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

BONN, August 13, 1955
(L. S.)

EMBASSY OF THE UNITED STATES
OF AMERICA
Mehlem

The American Embassy to the Ministry for Foreign Affairs of the Federal Republic of Germany

No. 94

The Embassy of the United States of America presents its compliments to the Federal Ministry for Foreign Affairs and has the honor to refer to its note number 507-519-746-71284/55 of the 13th of August, 1955, on the subject of the settlement of the debts of the City of Berlin and of the Berlin public utility enterprises.

In accordance with Article 5(5) of the Agreement on German External Debts of February 27, 1953, the Federal Ministry for Foreign Affairs states that the Government of the Federal Republic and the Senat of Berlin consider that the moment has come to engage in negotiations for the settlement of these debts.

The Government of the United States of America also considers that negotiations for the settlement of these debts are now practicable.

The Embassy of the United States of America assumes that the Senat of Berlin will send separately to the Allied Kommandatura a formal statement that it shares the same view.

The Embassy of the United States of America suggests that, upon receipt by the Allied Kommandatura of the note of the Berlin Senat, [¹] certified true copies of the notes originated by the Federal Ministry for Foreign Affairs, [²] the British Embassy, [²] the French Embassy, [²] and the Embassy of the United States

^¹ Not printed.

^² Exchanges of notes *mutatis mutandis* dated Aug. 13 and 29, 1955, between the British and French Embassies, respectively, and the Federal Ministry for Foreign Affairs; not printed.

of America should be deposited in the archives of the Government of the United Kingdom and Northern Ireland for transmission to governments which are signatories of or which accede to the Agreement on German External Debts.

AMERICAN EMBASSY,
Bonn, August 29, 1955.

JAPAN

Mutual Defense Assistance: Amount of Cash Contribution by the Government of Japan

*Arrangement effected by exchange of notes
Signed at Tokyo April 13, 1956;
Entered into force April 13, 1956.*

て 敬意を表します。

昭和三十一年四月十三日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使
ジョン・M・アリソン

閣下



よつて、本大臣は、昭和三十一年四月一日から昭和三十二年三月三十日までの日本の会計年度において日本国政府が提供すべき金銭負担の額が、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、五億一千万円（五一〇、〇〇〇、〇〇〇・〇〇円）をこえないものとすることを提案する光榮を有します。

貴国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本の昭和三十一会計年度において日本国政府が提供すべき金銭負担の額に関する両政府の間の取極を構成するものと認めることいたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つ

The Japanese Minister for Foreign Affairs to the American Ambassador [1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光榮を有します。

同協定第七条²の規定は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に隨時円資金を提供すべきことを定めています。

また、同協定附属書G³の規定は、日本の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

¹ The English language text of the note is quoted in the United States note; *post*, p. 646.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, April 13, 1956.

No. 1610

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of April 13, 1956, which reads in the English translation thereof as follows:

"I have the honour to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.

"Article VII, paragraph 2 of this Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out such Agreement.

"Paragraph 3 of Annex G of the said Agreement provides that in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

"Accordingly, I have further the honour to propose that, in consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1956 to March 31, 1957, the amount of cash contributions by the Government of Japan for such fiscal year shall not exceed five hundred ten million yen (¥510,000,000.00).

"If the foregoing proposal is acceptable to your Government, this Note and Your Excellency's reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1956.

"I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Ambassadeur, the assurance of my highest consideration."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that your Note and this reply are considered as an arrangement between our two

TIAS 2957.
5 UST 661.

Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1956.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU

*Minister for Foreign Affairs,
Tokyo.*

TIAS 3546

JAPAN

Mutual Defense Assistance: Assembly and Manufacture of Airplanes in Japan

*Agreement effected by exchange of notes
Signed at Tokyo April 13, 1956;
Entered into force April 13, 1956.*

*The American Ambassador to the Japanese Minister for Foreign
Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, April 13, 1956.

Note No. 1611

EXCELLENCY:

I have the honor to refer to Article I of the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954, 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, Notes were exchanged between the Governments of the United States of America and of Japan on June 3, 1955, and thereby an agreement was reached concerning a program for the assembly or manufacture in Japan of F-86F and T-33A airplanes by Japanese industry utilizing certain equipment, materials and services or other assistance to be made available by the Government of the United States of America to the Government of Japan under the terms and provisions of the said Mutual Defense Assistance Agreement; and, in pursuance of the Exchange of Notes, detailed arrangements for such program were made between representatives of our respective Governments, and the program is now under way.

With respect to the program to be pursued following the above-mentioned program, I should like to state my Government's understandings as follows:

TIAS 2957.
6 UST 663.

TIAS 3383.
6 UST 3817.

a. The Government of the United States of America, subject to the terms and provisions of the said Mutual Defense Assistance Agreement and in a manner not inconsistent with our previous exchange of views, is prepared to furnish to the Government of Japan, pursuant to detailed arrangements to be made by representatives of our respective Governments, certain equipment, materials, services and other assistance to be utilized for the production in Japan of F-86F and T-33A airplanes.

b. The Government of Japan is desirous of obtaining such equipment, materials, services and other assistance in order to improve the capability of Japanese industry to produce such airplanes as a means of developing Japan's defense capacity.

c. Necessary steps will be taken to share, as agreed upon by both sides, the costs in connection with the production program as contemplated herein. Such program will be completed at a mutually agreeable date.

d. Detailed arrangements, based on these understandings, and in pursuance of the said Agreement, to implement the said program, shall be made by representatives of our respective Governments. Such arrangements will, subject to the approval of necessary budgets pursuant to the legislative procedures of our respective countries, be carried out in accordance with the constitutional provisions of our two countries.

I should appreciate it if Your Excellency would inform me whether the above understandings of my Government are also the understandings of your Government.

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

JOHN M. ALLISON

His Excellency,
MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Tokyo.

敬意を表します。

昭和三十一年四月十三日

日本国外務大臣

重光

葵

日本国駐在アメリカ合衆国特命全權大使

ジョン・M・アリソン

閣下

d これらの了解に基き、かつ、前記の協定に従う前記の計画の実施のための細目取極は、両政府の代表者が行うものとする。これらの取極は、両国のおのの立法上の手続に従つて必要な予算上の承認を受けることを条件として、両国の憲法上の規定に従つて実施されるものとする。

本使は、閣下が、前記の本国政府の了解が貴国政府の了解でもあることを本使に通報されれば幸であります。

本大臣は、以上に述べられた貴国政府の了解が日本国政府の了解でもあることを閣下に通報する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて

- b 日本国における生産に使用される一定の装備、資材、役務その他の援助を、両政府の代表者が行う細目取極に従つて、供与する用意がある。
- c 日本国政府は、日本国 の防衛能力を増強するための一手段として、前記の航空機を生産する日本国 の産業の能力を増強するため、前記の装備、資材、役務その他の援助を受けることを希望している。
- c 両政府は、その合意するところに従い、この書簡において企図された生産計画に関連する経費を分担するために必要な措置を執るものとする。この計画は、相互に合意する日に完了するものとする。

本国政府の使用に供する一定の装備、資材、役務その他の援助を使用して日本国産業により F-1 ハーフ・エアクラフト機及び T-33A 航空機を日本国において組み立て又は製造する計画に関して合意が成立しました。また、この交換公文に従い前記の計画のための細目取扱が両政府の代表者の間で行われ、その計画は現在進行中であります。

本使は、前記の計画に継続して実施すべき計画に關し、次のとおりの本国政府の了解を申し述べたいと思います。

a アメリカ合衆国政府は、前記の相互防衛援助協定の条項に従い、かつ、さきに行われた意見交換に反しないような方法で、日本国政府に対し、F-1 ハーフ・エアクラフト機及び T-33A 航空機の

The Japanese Minister for Foreign Affairs to the American Ambassador

閣下の書簡を受領したことを確認する光榮を有します。

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第一条に言及する光榮を有します。同条は、その中で、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、役務その他他の援助を、両政府の間で行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規定しています。この規定に従つて、両政府の間で千九百五十五年六月三日に公文が交換され、これにより、

前記の相互防衛援助協定の条項に基いてアメリカ合衆国政府が日

Translation

TOKYO, April 13, 1956

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's Note of this date reading as follows:

[For the English language text of the note, see *ante*, p. 649.]

I have the honor to inform Your Excellency that the understandings of your Government as expressed above are also the understandings of my Government.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my highest consideration.

MAMORU SHIGEMITSU

His Excellency

The Honorable JOHN M. ALLISON

*Ambassador Extraordinary
and Plenipotentiary of
the United States of America
to Japan*

MULTILATERAL

Whaling

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

*Adopted at the Seventh Meeting of the International Whaling Commission,
Moscow, July 18-23, 1955;*

Entered into force November 8, 1955, and March 7, 1956.

INTERNATIONAL WHALING COMMISSION

3 WHITEHALL PLACE (ROOM 407)
LONDON S.W.1.

5th August, 1955.

Secretary: A. T. A. DOBSON (U.K.)

Telephone: TRAFALGAR 7711 (Extension 383)

Ref: AS VII

Circular letter to all Contracting Governments

Amendments to the Schedule Seventh Meeting

SIR,

I have the honour to inform you that the seventh meeting of the Commission which opened in Moscow on 18th July, was concluded on 23rd July.

A copy of the Chairman's Report will be sent to you with as little delay as possible, but in the meantime it is necessary that Contracting Governments should be notified at once of the amendments to the Schedule which the Commission made at the meeting in question. They were four in number as follows:-

1. Paragraph 4 (2) of the Schedule, which was inserted at the Tokyo meeting and prohibits the taking of blue whales in part of the North Pacific Ocean for a period of five years, was rescinded.

2. Paragraph 5 of the Schedule (which creates a sanctuary of Areas I and VI) is rendered inoperative for a period of three years, at the termination of which it will automatically become operative again.

3. Paragraph 7(a) line 5 For 21st January read 1st February.

4. Paragraph 8 (a) line 3 For "Fifteen thousand five hundred blue-whale units" read "Fifteen thousand blue-whale units" and add the words "in the season 1955/56 and fourteen thousand five hundred blue-whale units thereafter" [1]

Consequently in Paragraph 8 (c)—line 6, for 14000 substitute the words "13500 in the season 1955/56 and 13000 thereafter". [1]

In accordance with the provisions of Article V (3) of the International Whaling Convention 1946, these amendments will become effective ninety days following their notification to Contracting Governments, unless any objections are received within that period. The ninety day period will be deemed to have expired at midnight (24 hours) on 7th November, 1955, when a further communication will be addressed to you.

A copy of this letter is being sent to each Commissioner.

I am, Sir,

Your obedient Servant,

A. T. A. DOBSON
Secretary to the Commission

INTERNATIONAL WHALING COMMISSION
3, WHITEHALL PLACE, LONDON, S. W. 1

Telephone: TRAFALGAR 7711 (Extension 383)

Chairman: Dr. G. J. LIENESCH (Netherlands) *Vice-Chairman:* R. G. R. WALL (U.K.)
Secretary: A. T. A. DOBSON (U.K.)

Ref: AS VII

8TH NOVEMBER 1955

*Circular letter to all Contracting Governments and Commissioners
Amendments to the Schedule (Moscow)*

SIR,

I beg to refer to my circular letter of 5th August 1955, in which were set out the amendments to the Schedule to the International Whaling Convention 1946 (made at the Moscow Meeting), and to inform you that as no objections have been received up to midnight (24 hours) on 7th November, 1955, to certain of those amendments, the following amendments come into operation as from today, 8th November, 1955.

- 1) Paragraph 4 (2) of the Schedule (prohibiting the taking of blue whales in part of the North Pacific Ocean for a period of 5 years), is rescinded.

¹ Objections were made to portions of these paragraphs by certain Governments, including the Government of the United States of America. See *post*, p. 662.

2) Paragraph 5 of the Schedule (which creates a Sanctuary of Areas I & VI) is rendered inoperative for a period of three years from 8th November 1955, after which it will automatically become operative again.

3) Paragraph 7 (a), line 5, for 21st January read 1st February

As regards the amendment to Paragraph 8 (a) of the Schedule (numbered 4 in my circular of 5th August 1955), which deals with the reduction in the 15,500 blue whale unit limit, it will be recalled that this amendment was moved in two parts (a) as regards the 1955/56 Season and (b) thereafter.

No objection has been received to the reduction of 500 proposed for the Season 1955/56, and that amendment comes into operation accordingly from 8th November, 1955, and is as follows:-

Paragraph 8 (a) of the Schedule line 3, For "Fifteen thousand five hundred blue-whale units" read "Fifteen thousand blue-whale units" and add the words "in the Season 1955/56".

Paragraph 8 (c) of the Schedule, line 6. For "14,000" substitute the words "13,500 in the Season 1955/56".

As you have already been notified however in my circular of 4th November, 1955,[¹] an objection was received from the Government of the Netherlands to the further reduction, by 500 units, to 14,500 blue-whale units after the Season 1955/56. It follows, therefore, that this particular amendment must remain inoperative for a further period of 90 days. A further communication as regards this amendment will be sent to you at the conclusion of this period, which will be deemed to expire at midnight (24 hours) on 5th February, 1956.

In due course, in accordance with the standing instructions of the Commission, the Schedule, showing the new amendments, will be reprinted and circulated.

A copy of this letter is being sent to each Commissioner.

I am, Sir,

Your obedient servant,

A. T. A. DOBSON
Secretary to the Commission.

¹ Not printed.

*The Secretary of State to the Secretary to the International Whaling Commission*DEPARTMENT OF STATE
WASHINGTON

January 25 1956

SIR:

Reference is made to your circular communication of November 8, 1955 regarding the status of certain proposed amendments to the Schedule annexed to the International Whaling Convention of 1946, which amendments were proposed by the International Whaling Commission at its Seventh Meeting held at Moscow July 18-23, 1955.

It is noted that the Netherlands Government, while agreeing to a reduction from 15,500 to 15,000 in the number of blue whale units which may be taken during the 1955/56 season, interposed objection to a further reduction to 14,500 blue whale units thereafter. Under the terms of Article V of the International Whaling Convention, this objection will cause an additional ninety day period to run from November 7, 1955 during which Contracting Governments may reconsider their original position on the amendment to which objection has been made.

By a communication dated September 3, 1955 [¹] the Government of the United States informed you that it interposed no objection to the amendments proposed by the International Whaling Commission at its Seventh Meeting. However, upon re-examining this position in the light of subsequent developments, the Government of the United States feels it should now register objection to a reduction in the allowable blue whale units from 15,000 to 14,500 for the whaling seasons following that of 1955/56. The International Whaling Commission is so informed.

The position of the Government of the United States in this matter stems solely from considerations of the anomalous situation created when all Contracting Governments do not accept the same seasonal limitation on blue whale units which may be taken. Irrespective of whether the amendment in question ultimately takes effect with respect to any Contracting Government, it would seem appropriate and desirable to include on the Agenda for the Commission's Eighth Meeting an item permitting

¹ Not printed.

consideration of the applicable limit for blue whale units beginning with the 1956/57 whaling season. It is so recommended.

Very truly yours,

For the Secretary of State:

FRANCIS O. WILCOX
Assistant Secretary of State

THE SECRETARY

TO THE INTERNATIONAL WHALING COMMISSION,
London.

INTERNATIONAL WHALING COMMISSION
3, WHITEHALL PLACE, LONDON, S.W.1

Telephone: TRAFALGAR 7711 (Extension 383)

Chairman: Dr. G. J. LIENESCH (Netherlands) Vice-Chairman: R. G. R. WALL (U.K.)
Secretary: A. T. A. DOBSON (U.K.)

Ref. AS.VII

7TH MARCH, 1956.

Circular to all Contracting Governments and Commissioners

Amendments to the Schedule (Moscow Meeting)

SIR,

I beg to refer to my previous circulars on the above subject and to forward herewith a notification as to the coming into force upon today's date of the amendments to the Schedule made at the Moscow meeting, to which objections were lodged.

I am, Sir,

Your obedient Servant,

A. T. A. DOBSON
Secretary to the Commission

[*Enclosure*]

INTERNATIONAL WHALING COMMISSION
3, WHITEHALL PLACE, LONDON, S.W.1

Telephone: TRAFALGAR 7711 (Extension 383)

Chairman: Dr. G. J. LIENESCH (Netherlands) Vice-Chairman: R. G. R. WALL (U.K.)
Secretary: A. T. A. DOBSON (U.K.)

Ref AS.VII

7TH MARCH, 1956

Note to all Contracting Governments and Commissioners

Amendments to the Schedule (Moscow)

Reference is made to the earlier circulars on the subject of the amendments to the Schedule to the International Whaling Convention of 1946 made at the Moscow Meeting, and it is recalled

that, as indicated in the circular of 8th November, 1955, a number of these amendments came into force as from that date.

The amendment for reducing by a further 500 units the blue whale unit limit after the Season 1955/56 was objected to by the Government of the Netherlands and has since been objected to by the Governments of the U.K., Panama, South Africa, Norway, Japan, U.S.A. and Canada. The period for receiving objections was accordingly extended (by virtue of Article V of the Convention) until (24 hours) 6th March, 1956. No further objections having been received, this amendment is now in force as from 7th March, 1956, but is not binding on the eight countries mentioned.

Paragraph 8 (a) of the Schedule will accordingly read as follows:-

8 (a). The number of baleen whales taken during the open season caught in any waters south of 40° South Latitude by whale catchers attached to factory ships under the jurisdiction of the Contracting Governments shall not exceed fifteen thousand blue-whale units in the season 1955/56 and fourteen thousand five hundred blue-whale units thereafter.

Paragraph 8 (c) of the Schedule will read as follows in line 5:-

8 (c). Provided that when the number of blue-whale units is deemed by the Bureau of International Whaling Statistics to have reached 13,500 in the season 1955/56 and 13,000 thereafter, notification shall be given as aforesaid at the end of each day of data on the number of blue-whale units taken.

In both sub-paragraphs the underlined words shall not apply to the Netherlands, United Kingdom, Panama, South Africa, Norway, Japan, U.S.A. and Canada.

Now that the amendments made at the Moscow meeting are in force, subject to what has been indicated above, a reprint of the Schedule will be issued as soon as possible, in accordance with the standing instructions of the Commission.

MULTILATERAL

Penal Administration in the Federal Republic of Germany

*Agreement opened for signature at Bonn September 29, 1955;
Entered into force retroactively May 5, 1955.*

With exchanges of notes

*Signed at Bonn and Bonn/Bad Godesberg November 1 and
December 20, 1955.*

And notes

Signed at Bonn October 14 and November 7, 1953.

Die Regierungen der VEREINIGTEN STAATEN VON AMERIKA, der FRANZÖSISCHEN REPUBLIK und des VEREINIGTEN KÖNIGREICHES VON GROSS-BRITANNIEN UND NORDIRLAND (im folgenden gemeinsam als "die beteiligten Mächte" und im einzelnen als "die beteiligte Macht" bezeichnet)

einerseits

und die Regierung der BUNDESREPUBLIK DEUTSCHLAND (im folgenden "die Bundesrepublik" genannt)

andererseits,

letztere unter Zustimmung der Regierungen der beteiligten Länder,

sind unter Bezugnahme auf die entsprechenden Bestimmungen des Artikels 6 des Ersten Teiles des am 26. Mai 1952 in Bonn unterzeichneten Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen (im folgenden als "der Vertrag" bezeichnet) sowie unter Bezugnahme auf Artikel 8 Absatz (2) des ebenfalls am 26. Mai 1952 in Bonn unterzeichneten Vertrages über die Beziehungen zwischen der Bundesrepublik Deutschland und den Drei Mächten in der gemäß Liste I zum Protokoll über die Beendigung des Besatzungsregimes in der Bundesrepublik Deutschland vom 23. Oktober 1954 geänderten Fassung wie folgt übereingekommen:

ARTIKEL 1

1. Alle Räumlichkeiten, Dienstleistungen und sonstigen Einrichtungen, die gegenwärtig den beteiligten Mächten zur Verfügung

stehen, um ihnen die Inhaftaltung und den Unterhalt der in Artikel 6 Absatz (1) des Ersten Teiles des Vertrages bezeichneten Personen zu ermöglichen, bleiben in dem erforderlichen Umfang und solange sie benötigt werden zu ihrer Verfügung und unterstehen weiterhin ihrer Aufsicht.

2. Die in Absatz 1 dieses Artikels bezeichneten Räumlichkeiten, Dienstleistungen und Einrichtungen dienen ausschließlich den in diesem Absatz genannten Zwecken, sofern mit der beteiligten Macht nichts anderes vereinbart wird.

3. In Fällen, in denen eine in Absatz 1 dieses Artikels bezeichnete Räumlichkeit oder irgendeine Dienstleistung oder Einrichtung nach Auffassung der Bundesrepublik und der beteiligten Macht nicht mehr für die in diesem Absatz genannten Zwecke geeignet ist, stellt die Bundesrepublik an ihrer Stelle angemessene andere Räumlichkeiten,

Dienstleistungen und Einrichtungen
zur Verfügung.

ARTIKEL 2

In Anwendung des Artikels 1
dieses Abkommens verpflichtet sich
die Bundesrepublik,

- a) die Gebäude in gutem Zustand zu erhalten und an ihnen die erforderlichen Änderungen und Verbesserungen vorzunehmen;
- b) für Heizung, Wasserversorgung und Beleuchtung zu sorgen und den Telephondienst, Beförderungsdienst und sonstige öffentliche und innerbetriebliche Dienstleistungen zu stellen;
- c) im Einklang mit den üblichen Bedürfnissen einer Strafvollzugsanstalt Mobiliar und alle sonstige Ausstattung zu beschaffen und zu ersetzen sowie den Verwaltungsbedarf zu liefern;

d) die Lieferung des gesamten Bedarfs einschließlich der erforderlichen Bekleidungsgegenstände und Lebensmittel für den materiellen Unterhalt der Gefangenen sicherzustellen;

e) die Gewährung ärztlicher Betreuung und Krankenhauspflege sowohl innerhalb als außerhalb der in Artikel 1 dieses Abkommens bezeichneten Räumlichkeiten sicherzustellen und den Gefangenen Gelegenheit zur Religionsausübung sowie Bildungsmöglichkeiten zu bieten;

f) die Deckung allen sonstigen Versorgungsbedarfs sicherzustellen;

und zwar in gleicher Weise wie bisher und nach Maßgabe der bestehenden Richtsätze oder nach Maßgabe solcher anderweitigen Richtsätze, wie sie von Zeit zu Zeit mit der beteiligten Macht vereinbart werden mögen.

ARTIKEL 3

1. Das deutsche Strafvollzugspersonal, das gegenwärtig den beteiligten Mächten zur Verfügung steht, um ihnen die Inhaftierung und den Unterhalt der in Artikel 6 Absatz (1) des Ersten Teiles des Vertrages bezeichneten Personen zu ermöglichen, bleibt wie bisher zu ihrer Verfügung und untersteht weiterhin ihren Weisungen, soweit es seine in diesem Abkommen behandelten Aufgaben erfordern.

2. Das in Absatz 1 dieses Artikels bezeichnete Strafvollzugspersonal wird ausschließlich zu den in diesem Absatz genannten Zwecken verwendet, sofern mit der beteiligten Macht nichts anderes vereinbart wird.

3. In Fällen, in denen Mitglieder des in Absatz 1 dieses Artikels bezeichneten Strafvollzugspersonals nach Auffassung der beteiligten

ligten Macht nicht mehr für die in dem erwähnten Absatz genannten Zwecke geeignet erscheinen, sorgt die Bundesrepublik in einer für die beteiligte Macht zufriedenstellenden Weise für Ersatz. Das Recht der deutschen Behörden, Strafvollzugspersonal im Rahmen einer ordnungsgemäßen Verwaltung auszuwechseln, bleibt unberührt.

ARTIKEL 4

Die beteiligten Mächte behalten sich das Recht vor, anderes Personal als deutsches Strafvollzugspersonal zu beschäftigen, um die Inhaftierung und den Unterhalt der im Artikel 6 Absatz (1) des Ersten Teiles des Vertrages bezeichneten Personen durchzuführen. Dieses nichtdeutsche Strafvollzugspersonal ist ausschließlich den für das Personal und die Beschäftigungsbedingungen der beteiligten Macht geltenden Vorschriften

unterworfen. Wohnunterkünfte für dieses nichtdeutsche Strafvollzugspersonal gelten als Räumlichkeiten im Sinne von Artikel 1 dieses Abkommens, soweit es sich nicht um Grundstücke handelt, die in privatem Eigentum stehen. Die Bundesrepublik wird jeder beteiligten Macht gleichwertige Unterkünfte für solche Privatunterkünfte, die nicht mehr in Anspruch genommen werden können, beschaffen.

ARTIKEL 5

1. Abgesehen von den Bestimmungen des Absatzes 2 dieses Artikels werden die Kosten, die aus der Durchführung dieses Abkommens entstehen, von der Bundesrepublik getragen. Zu diesen Kosten gehören auch alle notwendigen Ausgaben, die den Behörden der beteiligten Macht an Stelle der zuständigen deutschen Behörden erwachsen.

2. Die beteiligte Macht trägt die Besoldungskosten für ihre Staatsangehörigen, die gemäß Artikel 4 dieses Abkommens zu Mitgliedern des Strafvollzugspersonals bestellt werden. Hierunter fallen auch die Kosten für die Verpflegung dieser Personen.

3. Jede beteiligte Macht übermittelt der Bundesrepublik jährlich bis zum 1. Januar einen Voranschlag der Ausgaben, die der beteiligten Macht gemäß Absatz 1 Satz 2 dieses Artikels für das am 1. April des betreffenden Jahres beginnende Rechnungsjahr erwachsen. Für den Teil des Rechnungsjahres, in dem dieses Abkommen in Kraft tritt, werden die Kostenanschläge der Bundesrepublik innerhalb einer Frist von drei Monaten nach dem Inkrafttreten dieses Abkommens übermittelt. Nach Ablauf des Rechnungsjahres teilt jede beteiligte Macht der Bundesrepublik die tatsächlich entstandenen Kosten mit.

ARTIKEL 6

Die nach Maßgabe der Schreiben
der Bundesregierung an die Hohen
Kommissare vom 14. Oktober 1953
und vom 7. November 1953 übernom-
menen Verpflichtungen des Bundes
und der Länder bestehen nach
Inkrafttreten dieses Abkommens
hinsichtlich aller Personen fort,
für die sie gelten. Sie gelten in
gleicher Weise auch für die Perso-
nen, die nach dem Inkrafttreten
des Protokolls über die Beendigung
des Besatzungsregimes vom 23. Ok-
tober 1954 bedingt oder auf Parole
aus der Haft entlassen werden.

ARTIKEL 7

Dieses Abkommen gilt als mit
dem Tage des Inkrafttretens des
Vertrages in Kraft getreten und
bleibt bis zu dem Zeitpunkt in
Kraft, an dem die Bundesrepublik
gemäß den Bestimmungen von Artikel
6 Absätze (4) und (5) des Ersten

Teiles des Vertrages den Gewahr-
sam der Personen übernimmt, auf
die sich dieses Abkommen bezieht.

ZU URKUND DESSEN haben die
hierzu von ihren Regierungen ge-
hörig bevollmächtigten Vertreter
dieses Abkommen unterzeichnet.

GESCHEHEN ZU BONN in englischer,
französischer und deutscher Sprache,
wobei alle drei Fassungen gleicher-
massen verbindlich sind, in einer
einzigen Urschrift, die im Archiv
der Regierung der Bundesrepublik
Deutschland hinterlegt wird, die
allen anderen Unterzeichnerregie-
rungen beglaubigte Abschriften
übermitteln wird.

Für die Regierung der Vereinigten
Staaten von Amerika

Für die Regierung der Franzö-
sischen Republik

Für die Regierung des Vereinig-
ten Königreichs von Großbri-
tannien und Nordirland

Für die Regierung der Bundes-
republik Deutschland

The Governments of the UNITED STATES OF AMERICA, the FRENCH REPUBLIC and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (hereinafter referred to collectively as "the Interested Powers" and individually as "the Interested Power")

of the one part

and the Government of the FEDERAL REPUBLIC OF GERMANY (hereinafter referred to as the "Federal Republic")

of the other part,

the latter having obtained concurrence of the Land Governments concerned,

having regard to the appropriate provisions of Article 6 of Chapter One of the Convention on the Settlement of Matters Arising out of the War and the Occupation signed at Bonn on May 26, 1952 (hereinafter

TIAS 3425.
6 UST 4420.

referred to as "the Convention"),
and also having regard to para-
graph 2 of Article 8 of the Con-
vention on Relations between the
Three Powers and the Federal Re-
public of Germany signed at Bonn
on May 26, 1952, as amended by
Schedule I to the Protocol on
the Termination of the Occupation
Regime in the Federal Republic of
Germany of the 23rd of October,
1954,

TIAS 3425.
6 UST 4259.

agree as follows:

ARTICLE 1

1. All accommodation, services
and other facilities at present
at the disposal of the Interested
Powers for the purposes of the
confinement and maintenance of
the persons referred to in para-
graph 1 of Article 6 of Chapter
One of the Convention shall, to the
required extent and for so long
as they are needed, remain at

their disposal and subject to
their control.

2. The accomodation, services
and facilities referred to in
paragraph 1 of this Article
shall be used exclusively for
the purposes described therein,
except as may be otherwise agreed
with the Interested Power.

3. In the event that any of the
accomodation, services or facilities
referred to in paragraph 1 of this
Article ceases, in the view of the
Federal Republic and the Interested
Power, to be suitable for the pur-
poses described therein the Federal
Republic shall supply adequate
alternative accomodation, services
and facilities.

ARTICLE 2

In implementation of Article 1
of the present Agreement the Federal
Republic undertakes: -

- (a) to maintain buildings in good repair and to make structural alterations and improvements thereto;
- (b) to ensure the supply of heat, water, light, telephones, transport and other public and domestic services;
- (c) to supply and replace furniture and all other equipment and to provide administrative services, in accordance with the usual requirements of a penal institution;
- (d) to ensure the supply of all materials, including clothing and foodstuffs, required for the maintenance and support of the prisoners;
- (e) to ensure the supply of hospital and medical facilities both inside and outside the accommodation referred to in Article 1

of the present Agreement and to ensure the availability of religious and educational facilities for the prisoners;

(f) to ensure the supply of all other logistical support;

as heretofore and in accordance with existing standards or such other standards as may be agreed from time to time with the Interested Power.

ARTICLE 3

1. German prison staff at present at the disposal of the Interested Powers for the purposes of the confinement and maintenance of the persons referred to in paragraph 1 of Article 6 of Chapter One of the Convention shall remain at their disposal and subject to their instructions, in so far as their duties dealt with in the present Agreement so require.

2. The prison staff referred to in paragraph 1 of this Article shall be used exclusively for the purposes described therein, except as may be otherwise agreed with the Interested Power.

3. In the event that members of the prison staff referred to in paragraph 1 of this Article cease, in the view of the Interested Power, to be suitable for the purposes described therein they shall be replaced by the Federal Republic to the satisfaction of such Interested Power. The right of the German authorities to change the present staff within the framework of normal administration shall remain unaffected.

ARTICLE 4

The Interested Powers retain the right to employ staff other than German prison staff for the purposes of the confinement and maintenance

of the persons referred to in paragraph 1 of Article 6 of Chapter One of the Convention. Such non-German prison staff will be subject only to the personnel and employment regulations of the Interested Power. Living accomodation for such non-German prison staff is accomodation within the meaning of Article 1 of the present Agreement, except in so far as such accomodation is privately owned. The Federal Republic will supply each Interested Power with adequate alternative accomodation for such privately-owned accomodation as ceases to be available.

ARTICLE 5

1. Except as provided in paragraph 2 of this Article, the Federal Republic shall bear the cost of carrying out the provisions of the present Agreement. Such cost shall include any necessary expenditure incurred by the authorities of the Interested Power on behalf of the appropriate German authorities.

2. The Interested Power shall bear the cost of remunerating any of its own nationals appointed to the prison staff in accordance with Article 4 of the present Agreement. Such remuneration shall include full provision for their subsistence.

3. Each Interested Power shall furnish to the Federal Republic annually not later than the 1st of January an estimate of the expenditure to be incurred in accordance with the second sentence of paragraph 1 of this Article during the fiscal year commencing on the 1st of April of the year in question. The estimates of expenditure for the portion of the fiscal year during which the present Agreement enters into force shall be furnished to the Federal Republic within a period of three months after the entry into force of the present Agreement. After the expiration of the fiscal year each Interested Power shall notify expenditure actually incurred by it to the Federal Republic.

ARTICLE 6

The obligations assumed by the Federation and the Laender in the letters from the Federal Government to the High Commissioners [¹] of the 14th of October, 1953 and the 7th of November, 1953 shall remain effective after the entry into force of the present Agreement in respect of all persons to whom they apply. They shall also apply in the same manner to those persons who are released conditionally or on parole from confinement after the entry into force of the Protocol on the Termination of the Occupation Regime of the 23rd of October, 1954.

ARTICLE 7

The present Agreement shall be deemed to have entered into force on the entry into force of the Convention[²] and shall remain in force until, in accordance with paragraphs 4 and 5 of Article 6 of Chapter One of the Convention, the Federal

¹ The letters to the United States High Commissioner are printed herein; *post*, pp 706-714.

² May 5, 1955.

Republic accepts the custody of the persons to which the present Agreement relates.

IN WITNESS WHEREOF the undersigned duly authorised representatives of their respective Governments have signed the present Agreement.

DONE AT BONN in the English, French and German languages, all three texts being equally authoritative, in a single copy which shall be deposited in the archives of the Government of the Federal Republic of Germany, which Government shall transmit certified copies thereof to all the other signatory Governments.

For the Government of the United
States of America

20 December 1955

JAMES B. CONANT

For the Government of the French
Republic

le 29 septembre 1955

ANDRÉ FRANÇOIS-PONCET

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

December 22 1955

F. R. HOYER MILLAR.

For the Government of the Federal
Republic of Germany

1 November 1955

v BRENTANO.

Les Gouvernements des ETATS-UNIS
D'AMERIQUE, de la REPUBLIQUE FRANÇAISE,
et du ROYAUME-UNI DE GRANDE BRETAGNE
Et D'IRLANDE DU NORD (ci-après dénommés
collectivement "les Puissances intéres-
sées" et individuellement "la Puissance
intéressée")

d'une part

et le Gouvernement de la REPUBLIQUE
FEDERALE D'ALLEMAGNE (ci-après dénom-
mé "la République Fédérale"),

d'autre part,

ce dernier ayant obtenu l'accord
des Gouvernements des Länder in-
intéressés,

se référant aux dispositions appro-
priées de l'article 6 du Chapitre
Premier de la Convention sur le Règle-
ment de Questions issues de la Guerre
et de l'Occupation, signée à Bonn en
date du 26 mai 1952 (ci-après dénom-
mée "la Convention"), et se référant

à l'article 8, paragraphe 2 de la Convention sur les Relations entre les Trois Puissances et la République Fédérale d'Allemagne, signée à Bonn en date du 26 mai 1952, amendée conformément à l'Annexe I du Protocole sur la cessation du Régime d'Occupation dans la République Fédérale d'Allemagne, en date du 23 Octobre 1954,

Sont convenus de ce qui suit:

ARTICLE Ier

1. Tous les immeubles, services et autres facilités actuellement à la disposition des Puissances intéressées, aux fins de permettre la détention et l'entretien des personnes visées à l'Article 6, paragraphe I, du Chapitre Premier de la Convention, resteront à leur disposition et soumis à leur contrôle, dans la mesure nécessaire et tant qu'elles en auront besoin.

2. Les immeubles, services et facilités visés au paragraphe 1 du présent Article serviront exclusivement aux fins décrites dans ledit paragraphe, à moins qu'il n'en soit convenu autrement avec la Puissance intéressée.

3. Dans le cas où l'un quelconque des immeubles, services ou facilités visés au paragraphe 1 du présent Article cesserait, de l'avis de la République Fédérale et de la Puissance intéressée, de convenir pour les fins décrites dans ledit paragraphe, la République Fédérale devra fournir en remplacement des immeubles, des services et des facilités appropriés.

ARTICLE 2

En application de l'Article Ier du présent Accord, la République Fédérale s'engage à:

- a) maintenir les immeubles en bon état et effectuer sur ceux-ci les modifications et améliorations nécessaires;

- b) assurer le chauffage, l'eau, l'éclairage et fournir les services de téléphone, de transports et autres services publics et domestiques;

- c) fournir et remplacer le mobilier et tous autres équipements et installations dont a normalement besoin un établissement pénitentiaire; ainsi qu'à couvrir les besoins administratifs;

- d) assurer l'approvisionnement de toutes les fournitures, y compris les vêtements et les denrées alimentaires, nécessaires pour l'entretien matériel des prisonniers;

- e) assurer la fourniture de facilités médicales et hospitalières, tant à l'intérieur qu'à l'extérieur des immeubles visés par l'Article Ier du présent Accord, et mettre à la disposition des

prisonniers des facilités religieuses
et éducatives;

f) assurer la fourniture de toutes
les autres prestations;

comme par le passé et conformément aux
normes existantes ou à telles autres
normes qui peuvent être convenues
périodiquement avec la Puissance
intéressée.

ARTICLE 3

1. Le personnel pénitentiaire allemand
actuellement à la disposition des
Puissances intéressées, aux fins de
permettre la détention et l'entretien
des personnes visées au paragraphe 1
de l'Article 6 du Chapitre Premier
de la Convention, restera à leur dis-
position et continuera de relever de
leurs instructions dans la mesure
requise par les tâches qui lui in-
combent en vertu du présent Accord.

2. Le personnel pénitentiaire visé au paragraphe 1 du présent Article sera employé exclusivement pour les fins décrites dans ledit paragraphe, à moins qu'il n'en soit convenu autrement avec la Puissance intéressée.

3. Dans le cas où des membres du personnel pénitentiaire visé au paragraphe 1 du présent Article cesserait, de l'avis de la Puissance intéressée, de convenir pour les fins décrites au dit paragraphe, la République Fédérale pourvoira à leur remplacement d'une manière donnant satisfaction à cette Puissance intéressée. Ceci n'affecte pas le droit, pour les Autorités allemandes, d'effectuer des mutations du personnel pénitentiaire, dans le cadre d'une administration ordonnée.

ARTICLE 4

Les Puissances intéressées se réservent le droit d'employer un personnel

autre que le personnel pénitentiaire allemand, aux fins d'assurer la détention et l'entretien des personnes visées au paragraphe 1 de l'Article 6 du Chapitre Premier de la Convention. Ce personnel pénitentiaire non allemand ne sera soumis qu'aux seuls règlements relatifs au personnel et aux conditions d'emploi de la Puissance intéressée. Les locaux à usage d'habitation destinés à ce personnel pénitentiaire non allemand sont considérés comme immeubles au sens des dispositions de l'article Ier du présent Accord, sauf s'il s'agit de biens se trouvant en propriété privée. La République Fédérale fournira à chaque Puissance intéressée des locaux équivalents en échange des locaux privés qui cesseront d'être disponibles.

ARTICLE 5

1. Sous réserve des dispositions du paragraphe 2 du présent Article, les

frais afférents à l'exécution du présent Accord seront supportés par la République Fédérale. Sont compris dans ces frais, toutes les dépenses nécessaires effectuées par les autorités de la Puissance intéressée aux lieu et place des autorités allemandes compétentes.

2. La Puissance intéressée supportera la charge des salaires de ses ressortissants engagés comme membres du personnel pénitentiaire conformément à l'Article 4 du présent Accord, y compris les frais de nourriture de ces personnes.

3. Chaque Puissance intéressée fournira à la République Fédérale avant le 1er Janvier, une estimation annuelle des dépenses qui seront effectuées par cette Puissance, conformément au paragraphe 1, 2ème phrase du présent Article, pour l'exercice commençant au 1er avril de l'année en question. Pour la période de l'exercice au cours de laquelle le présent Accord entre en

vigueur, les estimations de frais seront transmises à la République Fédérale dans les trois mois qui suivront l'entrée en vigueur du présent Accord. A l'expiration de l'exercice, chaque Puissance intéressée communiquera à la République Fédérale le montant des dépenses réellement effectuées.

ARTICLE 6

Les engagements assumés par le Bund et les Länder dans les conditions visées par les lettres du Gouvernement Fédéral aux Hauts-Commissaires en date du 14 Octobre 1953 et du 7 Novembre 1953, seront maintenus après l'entrée en vigueur du présent Accord à l'égard de toutes les personnes auxquelles ils sont applicables.

Ils s'appliqueront de la même façon aux personnes qui, après l'entrée en vigueur du Protocole du 23 Octobre 1954 sur la cessation du régime d'occupation, seront mises en liberté sous condition ou sur parole.

ARTICLE 7

Le présent Accord prend effet à compter de la date d'entrée en vigueur de la Convention et demeurera en vigueur jusqu'au moment où, conformément aux dispositions des paragraphes 4 et 5 de l'Article 6 du Chapitre Premier de la Convention, la République Fédérale assumera la garde des personnes visées par le présent Accord.

EN FOI DE QUOI, les soussignés, représentants dûment autorisés de leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT À BONN en langues anglaise, française et allemande, les trois textes faisant également foi, en un exemplaire unique qui sera déposé dans les archives du Gouvernement de la République Fédérale d'Allemagne, lequel Gouvernement en transmettra copie certifiée conforme à tous les autres Gouvernements signataires.

Pour le Gouvernement des Etats-Unis
d'Amérique

Pour le Gouvernement de la
République Française

Pour le Gouvernement du Royaume-Uni
de Grande Bretagne et de l'Irlande
du Nord

Pour le Gouvernement de la République
Fédérale d'Allemagne

B e g l a u b i g u n g

Die wörtliche Übereinstimmung der vorliegenden Photokopie mit der Urschrift der zwischen den Regierungen der Vereinigten Staaten von Amerika, der Französischen Republik und des Vereinigten Königreichs von Großbritannien und Nordirland einerseits und der Regierung der Bundesrepublik Deutschland andererseits getroffenen Vereinbarung zur Durchführung des Artikels 6 des Ersten Teiles des am 26. Mai 1952 in Bonn unterzeichneten Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen wird hiermit beglaubigt.

Bonn, den 9. Februar 1956

[SEAL]

*The Minister for Foreign Affairs of the Federal Republic of Germany
to the American Ambassador*

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, den 1 November 1955

Seiner Exzellenz
dem Botschafter
der Vereinigten Staaten von Amerika
Herrn Dr James E. Conant

Bad Godesberg - Mehlem

Mehlemcr Aue

Herr Botschafter,

Ich beeche mich, auf die Besprechungen zwischen Vertretern der Bundesregierung und der amerikanischen, britischen und französischen Regierung über den Abschluss eines Verwaltungsabkommens zu Artikel 6 des Ersten Teiles des Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen Bezug zu nehmen und Ihnen zu einigen Punkten der erörterten Fragen folgendes mitzuteilen

Nach Artikel 4 Absatz 4 des Verwaltungsabkommens zu Artikel 6 des Ersten Teiles des Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen wird die Bundesregierung den beteiligten Mächten gleichwertige Unterkünfte für solche Privatunterkünfte beschaffen, die nicht mehr in Anspruch genommen werden können.

Unter Beschaffung im Sinne des Artikels 4 Absatz 4 versteht die Bundesregierung die Bereitstellung vorhandener Unterkünfte, nicht aber deren Neuerrichtung. Sie sieht ferner als gleichwertige Unterkünfte auch Unterkünfte in bundes- oder landeseigenen Liegenschaften, insbesondere in der jeweiligen Strafanstalt, an.

Nach Artikel 5 des Abkommens trägt die Bundesrepublik mit Ausnahme der in Absatz 2 dieses Abkommens erwähnten Kosten die aus der Durchführung des Abkommens entstehenden Kosten, und zwar einschliesslich derjenigen notwendigen

TIAS 3549

Ausgaben, die den Behörden der beteiligten Mächte an Stelle der zuständigen deutschen Behörden entstehen.

Die Bundesregierung ist bereit, gemäss Artikel 5 Absatz 1 des Abkommens als von der Bundesrepublik zu tragende Ausgaben der beteiligten Mächte auch die Kosten für die Unterbringung des in Absatz 2 dieses Artikels genannten Personals in privaten Unterkünften anzusehen, sofern die private Unterbringung notwendig ist.

Die Bundesregierung setzt voraus, dass die gemäss Artikel 5 Absatz 1 des Abkommens von der Bundesrepublik zu übernehmenden Ausgaben der beteiligten Mächte die im Rechnungsjahr 1954/55 (1. April 1954 bis 31. März 1955) für die gleichen Zwecke aufgewandten Beträge nicht übersteigen werden.

Ferner geht die Bundesregierung davon aus, dass ebenso wie sie selbst auch die Regierung der Vereinigten Staaten von Amerika bereit ist, auf Wunsch eines Unterzeichnerstaates in zwei- oder mehrseitige Verhandlungen über die Höhe der nach Artikel 5 des Abkommens von der Bundesrepublik zu tragenden Kosten einzutreten.

Ich wäre Ihnen zu Dank verpflichtet, wenn Sie mir das Einverständnis Ihrer Regierung zu der vorstehenden Auffassung mitteilen würden.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung

v BRENTANO

Translation

THE FEDERAL MINISTER
OF
FOREIGN AFFAIRS

BONN, November 1, 1955

MR. AMBASSADOR.

Ante, p. 675.

TIAS 3425.
6 UST 4420.

I have the honor to refer to the discussions between representatives of the Federal Government and of the United States, British and French Governments concerning the conclusion of an administrative agreement relative to Article 6 of Chapter One, of the Convention on the Settlement of Matters Arising out of the War and the Occupation, and to inform you as follows in regard to several of the items in the questions discussed.

In accordance with Article 4 (4) of the Administrative Agreement relative to Article 6, of Chapter One, of the Convention on the Settlement of Matters Arising out of the War and the Occupation, the Federal Government will provide the participating powers equivalent accommodations for such private living quarters as can no longer be requisitioned.

The term "provide" in Article 4 (4) is interpreted by the Federal Government as making available living quarters already existing, but not new construction of quarters. The Government further deems such living quarters to be equivalent accommodations as are located on property belonging to the Federal Government or to any *Land*, in particular the penal institutions in question.

Pursuant to Article 5 of the Agreement, the Federal Republic shall bear the costs arising from the implementation of this Agreement, that is, including such necessary expenditures as devolve upon the agencies of the participating powers instead of the responsible German agencies, not including, however, such costs as are mentioned in paragraph 2 of this Agreement.

The Federal Government is prepared, pursuant to Article 5 (1) of the Agreement, to consider as expenditures of the participating powers chargeable to the Federal République also the cost of accommodating in private quarters the personnel listed in paragraph 2 of this Article, in so far as private accommodation is necessary.

The Federal Government assumes that the expenditures of the participating powers to be borne by the Federal Republic under Article 5 (1) of the Agreement will not exceed the amounts expended for the same purposes within the fiscal year 1954-55 (April 1, 1954—March 31, 1955).

The Federal Government further proceeds from the premise that, like itself, the United States Government is willing at the

request of a signatory state to enter into bilateral or multilateral negotiations on the amount of the costs to be assumed by the Federal Republic under Article 5 of the Agreement.

I would be grateful to you if you would communicate to me the agreement of your Government with the above-mentioned views.

Accept, Mr. Ambassador, the assurance of my highest consideration.

v BRENTANO

His Excellency

Dr. JAMES B. CONANT,

*Ambassador of the United States of America,
Mehlemer Aue,
Bad Godesberg-Mehlem*

*The American Ambassador to the Minister for Foreign Affairs
of the Federal Republic of Germany*

EMBASSY OF THE
UNITED STATES OF AMERICA
BONN/BAD GODESBERG,
December 20, 1955

His Excellency

Dr HEINRICH VON BRENTANO,

*Minister for Foreign Affairs of the
Federal Republic of Germany,
Bonn.*

MR. MINISTER.

I have the honor to acknowledge receipt of your letter of November 1, 1955 concerning certain interpretations by the Federal Government of Articles 4 and 5 of the Penal Administrative Agreement which I have signed today

I also wish to state that I concur in the view expressed in the seventh paragraph of your letter

Accept, Mr. Minister, the renewed assurances of my highest consideration.

JAMES B. CONANT
American Ambassador

*The Minister for Foreign Affairs of the Federal Republic of Germany
to the American Ambassador*

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, den 1 November 1955

Seiner Exzellenz
dem Botschafter
der Vereinigten Staaten von Amerika
Herrn Dr James B. Conant
Bad Godesberg - Mehlem

Mehlemer Aue

Herr Botschafter,

Ich darf Bezug nehmen auf Besprechungen zwischen Vertretern der Bundesregierung und Mitgliedern der Botschaften des Vereinigten Königreichs, der Französischen Republik und der Vereinigten Staaten von Amerika, die im Zusammenhang mit der Ausführung des Artikels 6 Teil I des Vertrages zur Regelung aus Krieg und Besatzung entstandener Fragen standen. Die Vertreter des Vereinigten Königreichs, der Französischen Republik und der Vereinigten Staaten von Amerika haben bei diesen Besprechungen auf Schwierigkeiten hingewiesen, die sich ergeben können, wenn es einer der unter den besagten Artikel 6 fallenden Personen gelingen sollte, aus der Haft zu entweichen. Insbesondere haben sie darauf aufmerksam gemacht, dass diese möglichen Schwierigkeiten eine Verschärfung der Bewachung in den in Betracht kommenden Strafanstalten notwendig machen könnten.

In Anbetracht dessen haben die Vertreter des Vereinigten Königreichs, der Französischen Republik und der Vereinigten Staaten von Amerika den Wunsch zum Ausdruck gebracht, dass die Bundesrepublik in Fällen eines Entweichens aus der Haft ihrerseits Fahndungsmassnahmen einleiten möge

Ich beeche mich, Ihnen hierzu mitzuteilen, dass die deutschen Behörden bereit sind, in derartigen Fällen

Fahndungsmassnahmen einzuleiten, soweit das Grundgesetz
für die Bundesrepublik Deutschland und die deutschen ge-
setzlichen Bestimmungen dies nicht ausschliessen.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner
ausgezeichneten Hochachtung.

v BRENTANO

Translation

THE FEDERAL MINISTER
OF
FOREIGN AFFAIRS

BONN, November 1, 1955

MR. AMBASSADOR.

Allow me to refer to the conversations between representatives of the Federal Government and members of the Embassies of the United Kingdom, the French Republic and the United States of America, in connection with implementation of Article 6, of Chapter One, of the Convention on the Settlement of Matters Arising out of the War and the Occupation. In these discussions the representatives of the United Kingdom, the French Republic and the United States of America have pointed out the difficulties which could arise if a person falling under the above-cited Article 6 succeeded in escaping from custody. They have in particular called attention to the fact that these potential difficulties might make it necessary to strengthen the guard at the penal institutions in question.

In view of this, the representatives of the United Kingdom, the French Republic and the United States of America have expressed the desire that, in the event of such an escape from custody the Federal Government take the initiative in measures for recapture.

I have the honor to inform you in connection therewith that the German agencies are prepared to initiate measures for recapture in such cases, to the extent permitted by the Basic Law for the Federal Republic of Germany and German statutory provisions.

Accept, Mr. Ambassador, the assurance of my highest consideration.

v BRENTANO

His Excellency

Dr. JAMES B. CONANT,

Ambassador of the United States of America,

Mehlemer Aue,

Bad Godesberg-Mehlem.

*The American Ambassador to the Minister for Foreign Affairs
of the Federal Republic of Germany*

EMBASSY OF THE
UNITED STATES OF AMERICA
BONN/BAD GODESBERG,
December 20, 1955

His Excellency

Dr. HEINRICH VON BRENTANO,
*Minister for Foreign Affairs of the
Federal Republic of Germany,
Bonn.*

MR. MINISTER.

I have the honor to acknowledge receipt of your letter of November 1, 1955 concerning measures of search and apprehension as regards persons falling within the scope of the Penal Administrative Agreement which I have signed today

Accept, Mr. Minister, the renewed assurances of my highest consideration.

JAMES B. CONANT
American Ambassador

The Chancellor of the Federal Republic of Germany to the United States High Commissioner for Germany

DER BUNDESMINISTER
DES AUSWÄRTIGEN

-515-11-02 II 21010/53-

BONN, den 14. Oktober 1953

Seiner Exzellenz
dem Hohen Kommissar der
Vereinigten Staaten von Amerika
Herrn Botschafter Dr. James B. Conant,
Bad Godesberg-Mehlem.

Herr Botschafter,

Ich beeche mich, Ihnen mitzuteilen, dass die Bundesregierung von der gemeinsamen Anordnung des Hohen Kommissars der Vereinigten Staaten für Deutschland und des Oberkommandierenden der Armee der Vereinigten Staaten in Europa betreffend die Errichtung eines Interimistischen Gemischten Parole- und Gnadenausschusses (Amtsblatt der Alliierten Hohen Kommission für Deutschland Nr. 107, S. 2655) Kenntnis genommen hat. Paragraph 15 der gemeinsamen Anordnung bestimmt, dass die zuständige Behörde keine Empfehlung des Ausschusses auf Gewährung von Paroleentlassungen berücksichtigen wird, wenn nicht die Regierung der Bundesrepublik Deutschland und die Regierungen der in Betracht kommenden Länder im Zeitpunkt dieser Empfehlung wirksame Zusicherungen gegeben haben, die von der zuständigen Behörde als befriedigend angesehen werden und gewährleisten, dass die deutschen Bundes- und Länder-Polizeidienststellen wirksam bei der Durchführung der Bedingungen mitwirken werden, unter denen eine Paroleentlassung gegebenenfalls gewährt wird, wie dies in dem besagten Paragraphen vorgesehen ist.

Die in der gemeinsamen Anordnung vorgesehenen Parole-Verfahren beruhen auf den Vorbehaltsbefugnissen der Drei Mächte, die in dieser Angelegenheit ausschliesslich anwendbar sind. Nach dem Inkrafttreten der Bonner Verträge wird die weitere Durchführung der auf Grund der gemeinsamen Anordnung gewährten Parole-Bedingungen auf den besonderen Rechten beruhen, die in Artikel 8 Absatz 2 des Vertrages

über die Beziehungen zwischen der Bundesrepublik Deutschland und den Drei Mächten in Verbindung mit den Bestimmungen von Artikel 6 Absatz 4 des Ersten Teils des Vertrages zur Regelung aus Krieg und Besetzung entstandener Fragen vorbehalten sind.

In Anbetracht dieser Rechtsgrundlage der Parole-Verfahren sowie der Tatsache, dass nach den Parole-Verfahren der Gefangene, auf den das Parole-Verfahren Anwendung findet, nach Massgabe der Bedingungen und Erfordernisse der für ihn geltenden Parole-Anordnungen aus der Haft entlassen werden soll und dass die Anwendung des Parole-Verfahrens das Einverständnis des Gefangenen mit den Bedingungen und Erfordernissen der für ihn geltenden Parole-Anordnungen voraussetzt, hat die Bundesregierung beschlossen, die erforderliche Zusicherung zu geben, um die Berücksichtigung der Empfehlungen des Ausschusses auf Gewährung der Parole-Entlassung zu ermöglichen.

Dengemäss gibt die Bundesregierung gemäss den Erfordernissen des Paragraphen 15 der gemeinsamen Anordnung die Zusicherung ab, dass sie im Rahmen der Zuständigkeit des Bundes bei der Durchführung der in der gemeinsamen Anordnung vorgesehenen Parole-Verfahren mitarbeiten und veranlassen wird, dass die Polizeidienststellen des Bundes in jeder Weise wirksam mitarbeiten werden, wie dies in dem besagten Paragraphen 15 vorgesehen ist.

Da diese Zusicherung auch die Parole-Verfahren für die Personen deckt, für die gemäss Paragraph 8 der gemeinsamen Anordnung der Oberkommandierende der Armee der Vereinigten Staaten in Europa die für die Gnadenentscheidung zuständige Behörde ist, wäre ich

Ihnen, Herr Botschafter, zu Dank verpflichtet, wenn Sie den Inhalt dieses Schreibens dem Herrn Oberkommandierenden der Armee der Vereinigten Staaten in Europa mitteilen würden.

Die Bundesregierung wird ferner bemüht sein, entsprechende Erklärungen der Länderregierungen für deren jeweiligen Zuständigkeitsbereich zu erhalten.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichneten Hochachtung.



(Adenauer)

Translation

FEDERAL MINISTER OF
FOREIGN AFFAIRS

-511-11-02 II 21010/53-

BONN, October 14, 1953

MR. AMBASSADOR:

I have the honor to inform you that the Federal Government has taken note of the Joint Order of the United States High Commissioner for Germany and the Commander-in-Chief, United States Army, Europe concerning the establishment of an Interim Mixed Parole and Clemency Board (*Official Gazette* of the Allied High Commission for Germany, No. 107, p. 2655) Section 15 of the Joint Order provides that the competent Authority will not consider any recommendation of the Board for parole unless the Government of the Federal Republic of Germany and the Governments of the respective Lands shall have given assurances, satisfactory to the competent Authority and in full force and effect at the time of such recommendation, assuring that the German Federal and Land police agencies will cooperate effectively in the enforcement of the conditions under which parole may be granted, as set forth in the section cited.

The parole procedure established in the Joint Order is based on the reserved rights of the Three Powers, which are exclusively applicable in such cases. Once the Bonn Conventions enter into force, further enforcement of the conditions for parole under the Joint Order will be based on the special rights reserved by Article 8 (2) of the Convention on Relations between the Federal Republic of Germany and the Three Powers in conjunction with the provisions of Article 6 (4) of Chapter One of the Convention on the Settlement of Matters Arising out of the War and the Occupation.

In view of this legal basis of the parole procedure and the fact that under the parole procedure the prisoner to whom the parole procedure is applied is to be released from custody in accordance with the conditions and requirements of the parole orders applicable to him and that the application of the parole procedure presupposes that the prisoner agrees to the conditions and requirements of the parole orders relating to him, the Federal Government has decided to furnish the necessary assurance in order that recommendations of the Board for granting parole may be considered.

Accordingly the Federal Government gives its assurance, pursuant to the requirements of Section 15 of the Joint Order, that it will cooperate within the scope of its federal jurisdiction in the enforcement of the parole procedure provided for in the Joint

TIAS 3425.
6 UST 4117.

Order and will cause the federal police agencies to cooperate effectively in every way, as provided for in the above-cited Section 15.

Inasmuch as this assurance will also cover the parole procedure for those persons in respect of whom, pursuant to Section 8 of the Joint Order, the Commander-in-Chief, United States Army, Europe, is the competent authority to decide on clemency, I shall be grateful, Mr. Ambassador, if you would communicate the contents of this note to the Commander-in-Chief, United States Army, Europe.

The Federal Government will furthermore seek to obtain from the Land Governments corresponding declarations in regard to their respective areas of jurisdiction.

Accept, Mr Ambassador, the assurance of my highest consideration.

ADENAUER

Adenauer

His Excellency

Ambassador JAMES B. CONANT,
United States High Commissioner,
Bad Godesberg-Mehlem.

The Chancellor of the Federal Republic of Germany to the United States High Commissioner for Germany

DER BUNDESMINISTER
DES AUSWÄRTIGEN

515-11-02 II 21467/53

BONN, den 7 November 1953

Seiner Exzellenz

dem Hohen Kommissar der
Vereinigten Staaten von Amerika

Herrn Botschafter Dr James B. Conant

Bad Godesberg - Mehlem

Herr Botschafter,

Mit Schreiben vom 14. Oktober 1953 -515-11-02 II
21467/53 – habe ich Ihnen die Zusicherung übermittelt,
dass die Bundesregierung im Rahmen der Zuständigkeit
des Bundes bei der Durchführung der Paroleverfahren,
die in der gemeinsamen Anordnung des Hohen Kommissars
der Vereinigten Staaten für Deutschland und des Ober-
kommandierenden der Armee der Vereinigten Staaten in
Europa vom 31. August 1953 betreffend die Errichtung
eines Interimistischen Gemischten Parole- und Gnaden-
ausschusses (Amtsblatt der Alliierten Hohen Kommis-
sion für Deutschland Nr. 107, S. 2655) vorgesehen
sind, mitarbeiten und veranlassen wird, dass die
Polizeidienststellen des Bundes in jeder Weise wirk-
sam mitarbeiten werden, wie dies in Paragraph 15 der
gemeinsamen Anordnung ausgeführt ist.

Ich beeohre mich, Ihnen nunmehr mitzuteilen,
dass auch die Regierungen der Länder

Baden-Württemberg
(durch Erklärung vom 26. Oktober 1953)

Bayern
(durch Erklärung vom 30. September 1953)

Bremen
(durch Erklärung vom 11. September 1953)

Hamburg
(durch Erklärung vom 16. September 1953)

Hessen
(durch Erklärung vom 26. September 1953)

Niedersachsen
(durch Erklärung vom 8. Oktober 1953)

Nordrhein-Westfalen
(durch Erklärung vom 19. Oktober 1953)

TIAS 3549

Rheinland-Pfalz
(durch Erklärung vom 25. September 1953)

Schleswig-Holstein
(durch Erklärung vom 15. Oktober 1953)

die Zusicherung gegeben haben, bei der Durchführung der durch die gemeinsame Anordnung vorgesehenen Paroleverfahren mitzuarbeiten und dafür Sorge zu tragen, daß die Dienststellen der Länderpolizei in jeder Weise wirksam mitarbeiten werden, wie dies in Paragraph 15 der besagten Anordnung vorgesehen ist. Die gleiche Zusicherung hat der Senat von Berlin durch Schreiben vom 12. Oktober 1953 gegeben.

Die Bundesregierung ist ermächtigt worden, dem Herrn Hohen Kommissar der Vereinigten Staaten von Amerika die oben wiedergegebenen Zusicherungen der Länder zu übermitteln. Im Namen der Bundesregierung beeohre ich mich, Ihnen daher hiermit diese Zusicherungen unter Bezugnahme auf die Artikel 32 und 37 des Grundgesetzes der Bundesrepublik Deutschland zu übermitteln. Ich habe die Ehre, Ihnen auf Grund einer Ermächtigung des Regierenden Bürgermeisters von Berlin auch die bereits erwähnte Zusicherung des Senats von Berlin zur Kenntnis zu bringen.

Da diese Zusicherungen auch die Paroleverfahren für die Personen decken, für die gemäss Paragraph 8 der gemeinsamen Anordnung der Oberkommandierende der Armee der Vereinigten Staaten in Europa die für die Gnadenentscheidungen zuständige Behörde ist, wäre ich Ihnen, Herr Botschafter, zu Dank verpflichtet, wenn Sie den Inhalt dieses Schreibens dem Herrn Oberkommandierenden der Armee der Vereinigten Staaten in Europa mitteilen würden.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.



(Adenauer)

Translation

FEDERAL MINISTER OF
FOREIGN AFFAIRS

515-11-02 II 21467/53

BONN, November 7, 1953

MR. AMBASSADOR:

In my note of October 14, 1953—515-11-02 II 21010/53—I transmitted to you the assurance that the Federal Government will cooperate within the scope of its federal jurisdiction in the implementation of the parole procedure set forth in the Joint Order of the United States High Commissioner for Germany and the Commander-in-Chief, United States Army, Europe, of August 31, 1953, concerning the establishment of an Interim Mixed Parole and Clemency Board (*Official Gazette* of the Allied High Commission for Germany, No. 107, p. 2655), and that it will cause the federal police agencies to cooperate effectively in every way, as provided for in Section 15 of the Joint Order.

I now have the honor to inform you that the governments of the following Lands have likewise given the assurance that they will cooperate in the implementation of the parole procedure provided by the Joint Order, and they will see to it that the Land police agencies cooperate effectively in every way, as provided for in Section 15 of the above-cited Order:

Baden-Württemberg	(by declaration of October 26, 1953)
Bavaria	(by declaration of September 30, 1953)
Bremen	(by declaration of September 11, 1953)
Hamburg	(by declaration of September 16, 1953)
Hesse	(by declaration of September 26, 1953)
Lower Saxony	(by declaration of October 8, 1953)
North-Rhine-Westphalia	(by declaration of October 19, 1953)
Rhineland Palatinate	(by declaration of September 25, 1953)
Schleswig-Holstein	(by declaration of October 15, 1953)

A similar assurance was given by the *Senat* of Berlin in a letter dated October 12, 1953.^[1]

The Federal Government has been authorized to transmit to the United States High Commissioner the assurances from the Lands listed above. On behalf of the Federal Government, I

^[1] Not printed.

thus have the honor to transmit to you these assurances herewith, with reference to Articles 32 and 37 of the Basic Law for the Federal Republic of Germany I have the honor, as well, by virtue of an authorization from the Acting Mayor of Berlin, to bring to your notice the previously mentioned assurance from the *Senat* of Berlin.

Inasmuch as these assurances will also cover those persons in respect of whom, pursuant to Section 8 of the Joint Order, the Commander-in-Chief, United States Army, Europe, is the competent Authority exercising the decision as to clemency, I shall be grateful, Mr Ambassador, if you would communicate the content of this note to the Commander-in-Chief, United States Army, Europe.

Accept, Mr Ambassador, the assurance of my highest consideration.

ADENAUER

Adenauer

His Excellency

Ambassador JAMES B. CONANT,
United States High Commissioner,
Bad Godesberg-Mehlem

COLOMBIA

Civil Aviation Mission

*Agreement superseding the agreement of October 23,
December 3 and 22, 1947.*

Effectuated by exchange of notes

*Signed at Bogotá January 17 and March 27, 1956;
Entered into force March 27, 1956.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 141

EXCELLENCY:

I have the honor to refer to the exchange of notes between the Government of the United States of America and the Government of Colombia (U.S. Embassy Note No. 23 of October 23, 1947, Colombian Foreign Office Note No. D-3548 of December 3, 1947) [1] which established a U.S. Civil Aeronautics Mission to Colombia. I also refer to the Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia effected by an exchange of notes signed at Bogotá March 5 and 9, 1951.

I have the honor to refer further to Your Excellency's Note No. D-499 of February 13, 1954, [2] expressing the interest of the Colombian Government in the reactivation of the U.S. Civil Aviation Advisory Mission, and to the Embassy's reply of April 6, 1954 (Note No. 274) [2] in which Your Excellency was advised that, while my Government did not consider the circumstances at the time appropriate for the reactivation of the Civil Aviation Mission, it agreed to the immediate assignment of an airport engineer and later consideration of the formal reactivation of the Mission.

In accordance with this exchange of notes of February and April 1954, a United States specialist has, since May 1954, been

TIAS 1738.
62 Stat., pt. 2,
p. 1884.

TIAS 2231.
2 UST 799.

¹ The exchange of notes also includes United States note No. 58 dated Dec. 22, 1947.

² Not printed.

furnishing technical consultation in airport design and engineering to the *Dirección General de Aeronaútica Civil* and the *Empresa Colombiana de Aeródromos*.

As a result of informal conversations which have been carried on between representatives of our two Governments during the past year, I have been instructed by my Government to inform Your Excellency that my Government is prepared to agree to carry out technical cooperation activities in civil aviation according to the following terms and conditions, and subject to the availability of funds.

1. This Agreement and all activities hereunder shall be governed by and subject to the provisions of the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Colombia effected by an exchange of notes signed at Bogota on March 5 and 9, 1951.

2. The Government of the United States of America will arrange for the assignment in Colombia of one or more specialists to provide technical consultation and assistance in civil aviation to the Ministry of Public Works of Colombia and to other agencies of the Government of Colombia concerned with civil aviation. Personnel assigned hereunder shall be subject to acceptance by the Government of Colombia. The number and type of specialists to be assigned hereunder, and the duration of their assignment, shall be determined by the Government of the United States of America after consultation with appropriate representatives of the Government of Colombia. In addition to such specialist or specialists as may be regularly assigned in Colombia hereunder, the Government of the United States may arrange for the assignment in Colombia of specialists (employed by, or under contract financed by, the Government of the United States) on a short-term basis to assist in carrying out activities under this Agreement. The personnel provided hereunder shall be assigned in accordance with the laws of the United States and shall be under the direction of the Director of the United States Operations Mission to Colombia or such other officer as may be designated for this purpose by the Government of the United States (hereinafter referred to as the "Director").

3. The activities of the specialists assigned hereunder may include furnishing technical advice and consultation on civil aviation, demonstration of aeronautical processes and methods, assistance in the training of technical and administrative personnel in Colombia, assistance to designated personnel of the Government of Colombia in conducting studies and analyses and in carrying out technical projects, and related activities

directed at improving technical knowledge and skills in civil aviation in Colombia. Specific activities under this Agreement shall be carried out on the basis of, and in accordance with, subsidiary arrangements as may mutually be made by the Director or his designee and appropriate representatives of the Ministry or other agency of Colombia directly concerned with the activity.

4. The Government of the United States shall pay the salary of United States personnel assigned hereunder as well as allowances and cost of international travel to and from Colombia for such personnel and their families in accordance with the laws and regulations of the United States.

5. The Government of Colombia shall pay all other expenses involved in carrying out this Agreement, including, but not limited to, the following:

- (a) Costs of furnishing Colombian experts in civil aeronautics, and other Colombian personnel to collaborate with the United States specialists assigned hereunder.
- (b) Cost of furnishing office space, adequate secretarial services, office equipment, furnishings, materials, equipment supplies and services required for the successful performance of the services of specialists assigned hereunder by the Government of the United States.
- (c) The provision of adequate transportation facilities and costs of transportation required for the proper execution of the services to be provided by United States specialists assigned hereunder, including the cost of subsistence during periods of travel away from headquarters location of the Mission whether within or outside the national territory as may be jointly agreed upon by the Governments of Colombia and the United States of America.

6. Personnel assigned hereunder, during the period of their assignment and thereafter, shall not divulge in any form to any third government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

7. The Government of Colombia shall grant to United States specialists assigned hereunder, approval to make flights in Colombia in aircraft of United States or Colombian registry as deemed necessary in the performance of their duties.

8. The Government of Colombia shall permit the transportation of the body of any person assigned in Colombia under this Agreement, or that of any member of his family, who may die in Colombia, to any place of burial in the United States of America,

selected by the surviving members of the deceased's family or their legal representatives.

9. The Government of Colombia shall assume civil liability on account of any damage to or loss of property, or on account of any personal injury or death caused by any specialist assigned hereunder by the Government of the United States while acting within the scope of his duties.

10. Upon the completion of any specific project or activity under this Agreement, a completion memorandum shall be drawn up and signed by the United States specialist assigned to the project and his Colombian counterpart, which shall provide a record of the work done, expenditures made, problems encountered and solved, and related pertinent data. Further, interim reports shall be drawn up and submitted by the United States specialists and their counterpart personnel at the request of the applicable agency of the Government of Colombia, the Director, or both.

11. This Agreement shall supersede the agreement for a cooperative program in civil aviation effected by the exchange of notes of October 23 and December 3, 1947. It shall remain in force until June 30, 1960, or until thirty days after either party shall have given notice in writing to the other of its intention to terminate it.

Upon the receipt of a note from Your Excellency indicating that the foregoing proposal is acceptable to the Government of Colombia, the Government of the United States will consider that this note and your reply constitute an agreement between our two Governments which will enter into force on the date of Your Excellency's note.

PHILIP W. BONSAL

BOGOTÁ, January 17, 1956

His Excellency

Señor Doctor Don EVARISTO SOURDIS

Minister of Foreign Affairs

Bogotá

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

MINISTERIO DE
RELACIONES EXTERIORES

Nº D-650

BOGOTÁ, 27 de Marzo de 1.956

Señor Embajador:

Tengo el honor de referirme a la comunicación de Vuestra Excelencia señalada con el número 141 de 17 de enero pasado, de la cual se avisó recibo a Vuestra Excelencia por medio de la nota D-322 de 31 de enero pasado y al cambio de notas relacionado con el establecimiento en Colombia de una misión estadounidense de aeronáutica civil.

Me he impuesto con la mayor atención que como resultado de las conversaciones informales adelantadas sobre este particular entre representantes de los dos gobiernos el de Vuestra Excelencia le ha instruido sobre su intención de que en lo sucesivo las actividades técnicas cooperativas entre los dos países sobre aviación civil se reglamenten por las siguientes cláusulas:

1. - El presente Convenio y todas las actividades que se realicen en virtud del mismo serán regidas por el Convenio General de Cooperación Técnica entre el Gobierno -

de los Estados Unidos de América y el Gobierno de Colombia efectuado por canje de notas firmadas en Bogotá el 5 y 9 de marzo de 1. 951, y sujeto a las disposiciones del mismo.

2. - El Gobierno de los Estados Unidos de América proveerá a la asignación en Colombia de uno o más especialistas que suministren consulta técnica y asistencia en aviación civil al Ministerio de Obras Públicas de Colombia y a otras agencias del Gobierno de Colombia que se ocupan de la aviación civil. El personal asignado en virtud del presente estará sujeto a la aceptación del Gobierno de Colombia. El número y tipo de especialistas que se asignarán en virtud del presente, y la duración de su asignación, serán determinados por el Gobierno de los Estados Unidos de América, después de consultar con representantes autorizados del Gobierno de Colombia. En adición al especialista o a los especialistas que regularmente sean asignados en Colombia en virtud del presente, el Gobierno de los Estados Unidos podrá proveer a la asignación en Colombia de especialistas (empleados por el Gobierno de los Estados Unidos, o bajo contrato financiado por los mismos) contratados por corto plazo que ayuden a realizar las actividades a que se

refiere este Convenio. El personal aquí previsto será asignado de conformidad con las leyes de los Estados Unidos y estará bajo la dirección del Director de la Misión de Operaciones de los Estados Unidos a Colombia o de cualquier otro funcionario que sea designado con este fin por el Gobierno de los Estados Unidos (denominado aquí en adelante el "Director").

3. - Las actividades de los especialistas asignados en virtud del presente podrán incluir el suministro de asesoría y consulta técnica sobre aviación civil, demostración de procesos y métodos aeronáuticos, ayuda en el adiestramiento de personal técnico y administrativo en Colombia, ayuda al personal designado del Gobierno de Colombia para conducir estudios y análisis y en la realización de proyectos técnicos y actividades conectadas con ellos encaminadas a mejorar el conocimiento y adiestramiento técnicos en la aviación civil en Colombia.

Se realizarán actividades específicas según este Convenio a base de convenios subsidiarios y de acuerdo con los mismos, que se hagan mutuamente por el Director o su designado y representantes competentes del Ministerio u otra agencia de Colombia que se ocupe directamente de esta actividad.

4. - El Gobierno de los Estados Unidos pagará los -
sueldos del personal de los Estados Unidos asignado se -
gún este Convenio, como también las prestaciones y el
costo del viaje internacional de ida a Colombia y regreso
de dicho personal y sus familias de conformidad con las
leyes y reglamentaciones de los Estados Unidos.

5. - El Gobierno de Colombia pagará todos los demás
gastos implicados en la realización de este Convenio, in -
cluidos pero no limitados, a los siguientes:

(a) Costos del suministro de expertos colombianos -
en la aeronáutica civil, y demás personal colombiano
que colabore con los especialistas de los Estados Uni -
dos asignados según el presente.

(b) Costo del suministro de espacio para oficinas, ser vicios adecuados de secretaría, equipo de oficina, mue bles, materiales, suministros de equipo y servicios re queridos para el buen éxito en la ejecución de los servi cios de especialistas asignados en virtud del presente -
por el Gobierno de los Estados Unidos.

(c) El suministro de facilidades adecuadas de transpor te y costos de transporte requeridos para la buena ejec ución de los servicios que han de suministrar especialis tas de los Estados Unidos asignados según el presente, -

inclusive el costo de mantenimiento durante períodos de viaje lejos de la ubicación de las oficinas principales de la Misión ya sea dentro o fuera del territorio nacional, según lo convengan los Gobiernos de Colombia y los Estados Unidos de América.

6.- El personal asignado según el presente, durante el período de su asignación y de allí en adelante, no divulgará en forma alguna a ningún tercer gobierno o persona asuntos confidenciales o secretos de que lleguen a tener conocimiento en el desempeño de sus funciones.

7.- El Gobierno de Colombia concederá a los especialistas de los Estados Unidos asignados según el presente su aprobación para hacer vuelos en Colombia en aviones de los Estados Unidos o Colombia según se considere necesario en el desempeño de sus funciones.

8.- El Gobierno de Colombia permitirá el transporte del cadáver de cualquier persona asignada en Colombia — según este Convenio, o el de cualquier miembro de su familia que fallezca en Colombia, hasta cualquier sitio de entierro en los Estados Unidos de América, escogido por los miembros sobrevivientes de la familia del difunto o — sus representantes legales.

9. - El Gobierno de Colombia asumirá la responsabilidad civil por concepto de cualquier daño o pérdida de propiedad, o por concepto de cualquier lesión personal o muerte causadas por cualquiera de los especialistas asignados según este Convenio por el Gobierno de los Estados Unidos, mientras actúen dentro del alcance de sus funciones.

10. - Al completarse cualquier proyecto específico o actividad según este Convenio, se redactará y firmará un memorandum de terminación por el especialista de los Estados Unidos asignado al proyecto y su contraparte colombiana, en que se registre la labor efectuada, los gastos hechos, los problemas encontrados y resueltos, y los datos pertinentes. Además, informes provisionales serán redactados y sometidos por especialistas de los Estados Unidos y su personal de la contraparte a solicitud de la agencia pertinente del Gobierno de Colombia, el Director, o ambos.

11. - El presente Convenio pone fin al Convenio de Programa Cooperativo en Aviación Civil efectuado por canje de notas el 23 de octubre y 3 de diciembre de 1.947. Tendrá vigencia hasta el 30 de junio de 1.960 o hasta treinta días después de que una de las partes haya dado aviso por escrito a la otra sobre su intención de darlo por terminado.

De acuerdo con lo expresado por Vuestra Excelencia, la nota número 141 que contesto y la presente, - constituyen un Acuerdo entre nuestros dos gobiernos cuya vigencia se inicia en la fecha de la presente.

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

EVARISTO SOURDIS

A Su Excelencia el Señor

PHILIP W. BONSAL,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Ciudad.*

Translation

MINISTRY OF
FOREIGN AFFAIRS

No. D-650

BOGOTÁ, March 27, 1956

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's communication No. 141 of January 17 last, the receipt of which was acknowledged to Your Excellency in note D-322 of January 31 last,^[1] and to the exchange of notes relating to the establishment in Colombia of a United States Civil Aeronautics Mission.

I have noted with the greatest interest that, as a result of the informal conversations held on this matter between representatives of the two Governments, Your Excellency's Government has instructed you with respect to its intention that hereafter cooperative technical activities between the two countries with regard to civil aviation be regulated by the following clauses:

[For the English language text of the clauses, see *ante*, p. 716.]

In accordance with what was stated by Your Excellency, note No. 141 to which I reply and this communication constitute an agreement between our two Governments which will enter into force on the date of this communication.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

EVARISTO SOURDIS

His Excellency

PHILIP W. BONSAL,

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

¹ Not printed.

PHILIPPINES

Mutual Security: Military and Economic Assistance

Agreement supplementing and amending the agreement of April 27, 1955.

Effectuated by exchange of notes

Signed at Manila April 20, 1956;

Entered into force April 21, 1956.

The American Minister to the Philippine Secretary of Foreign Affairs

AMERICAN EMBASSY

No. 1180

Manila, Philippines, April 20, 1956

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between our two Governments with regard to the conclusion of an Agreement supplementing and amending the Agreement between our two Governments effected by an exchange of notes, dated April 27, 1955, concerning the promotion of national defense and economic objectives, and to confirm the understandings reached as a result of these conversations as follows:

1. The Government of the United States, subject to the requirements of any applicable United States law, will furnish to the Government of the Republic of the Philippines financial assistance, in addition to the financial assistance provided for in the above-mentioned Agreement of April 27, 1955, to the extent of \$6,910,000 (including \$4,700,000 from funds appropriated for Defense Support and \$2,210,000 from funds appropriated for Direct Forces Support) plus the five percent previously reserved of the pesos accruing as a result of the sales of surplus agricultural commodities under Section 402 of the Mutual Security Act of 1954, to promote the mutual defense and economic objectives of our two Governments in connection with the construction of facilities required for the training of an additional infantry division and other military construction and in furtherance of the Joint Philippine-American Economic Development Program.

2. The Government of the Republic of the Philippines will accomplish: (1) such construction of facilities for the training of an infantry division; and (2) such other military construction as may be jointly decided upon by the Secretary of National Defense of the Republic of the Philippines and the Chief Advisor, Joint

TIAS 3231.
6 UST 847.

68 Stat. 843.
22 U.S.C. § 1922.

United States Military Advisory Group to the Republic of the Philippines.

3. The financial assistance provided for in this Agreement shall, except as otherwise specified herein, be furnished in accordance with, and subject to, the terms and conditions of the above-mentioned Agreement of April 27, 1955. Paragraph five of the Agreement of April 27, 1955, is amended to read as follows:

(A) Peso receipts accruing to the Government of the Republic of the Philippines from imports financed from the portion of the dollar fund referred to in paragraph four of the Agreement of April 27, 1955, shall be deposited to the Counterpart Fund-Special Account as established in the Economic and Technical Cooperation Agreement between the two Governments, dated April 27, 1951. Upon the request of the Joint United States Military Advisory Group, ninety-five percent of these deposits shall be released to it solely to satisfy the requirements of the Chief Advisor for peso funds to be used for purposes covered in this Agreement.

(B) It is understood that dollar funds provided for in this Agreement may be used to finance sales of surplus agricultural commodities pursuant to Section 402 of the United States Mutual Security Act of 1954, as amended, and that peso receipts accruing to the Government of the United States from such sales will be deposited in accordance with the terms of the authorization or arrangement relating to any such sale and, subject to any terms and conditions of any such authorization or arrangement relative to any such sale, may be used for purposes of this Agreement.

I have the honor to propose that if these undertakings are acceptable to your Government, this note and Your Excellency's reply will constitute an Agreement between our two Governments supplementing and amending the above-mentioned Agreement of April 27, 1955, which will enter into force on the date of receipt [] of Your Excellency's note and remain in force until thirty days after the receipt by either Government of written notice of the intention of the other Government to terminate it, without prejudice to the continued validity of obligations already accrued.

CHARLES R. BURROWS

His Excellency

CARLOS P. GARCIA,

*Secretary of Foreign Affairs of the
Republic of the Philippines.*

¹ Apr. 21, 1956.

*The Philippine Secretary of Foreign Affairs to the American Minister*REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 1049

MANILA, April 20, 1956

SIR:

I have the honor to acknowledge the receipt of your note No. 1180 of today's date regarding conversations which have recently taken place between our two Governments with regard to the conclusion of an Agreement supplementing and amending the Agreement between our two Governments effected by an exchange of notes, dated April 27, 1955, concerning the promotion of national defense and economic objectives, and to confirm the understandings reached as a result of these conversations as follows:

"1. The Government of the United States, subject to the requirements of any applicable United States law, will furnish to the Government of the Republic of the Philippines financial assistance, in addition to the financial assistance provided for in the above-mentioned Agreement of April 27, 1955, to the extent of \$6,910,000 (including \$4,700,000 from funds appropriated for Defense Support and \$2,210,000 from funds appropriated for Direct Forces Support) plus the five percent previously reserved of the pesos accruing as a result of the sales of surplus agricultural commodities under Section 402 of the Mutual Security Act of 1954, to promote the mutual defense and economic objectives of our two Governments in connection with the construction of facilities required for the training of an additional infantry division and other military construction and in furtherance of the Joint Philippine-American Economic Development Program.

"2. The Government of the Republic of the Philippines will accomplish: (1) such construction of facilities for the training of an infantry division; and (2) such other military construction as may be jointly decided upon by the Secretary of National Defense of the Republic of the Philippines and the Chief Advisor, Joint United States Military Advisory Group to the Republic of the Philippines.

"3. The financial assistance provided for in this Agreement shall, except as otherwise specified herein, be furnished in accordance with, and subject to, the terms and conditions of the above-mentioned Agreement of April 27, 1955. Paragraph

five of the Agreement of April 27, 1955, is amended to read as follows:

"(A) Peso receipts accruing to the Government of the Republic of the Philippines from Imports financed from the portion of the dollar fund referred to in paragraph four of the Agreement of April 27, 1955, shall be deposited to the Counterpart Fund-Special Account as established in the Economic and Technical Cooperation Agreement between the two Governments, dated April 27, 1951. Upon the request of the Joint United States Military Advisory Group, ninety-five percent of these deposits shall be released to it solely to satisfy the requirements of the Chief Advisor for peso funds to be used for purposes covered in this Agreement.

"(B) It is understood that dollar funds provided for in this Agreement may be used to finance sales of surplus agricultural commodities pursuant to Section 402 of the United States Mutual Security Act of 1954, as amended, and that peso receipts accruing to the Government of the United States from such sales will be deposited in accordance with the terms of the authorization or arrangement relating to any such sale and, subject to any terms and conditions of any such authorization or arrangement relative to any such sale, may be used for purposes of this Agreement."

I have the honor to inform that these undertakings is acceptable to my Government, and that your note with this reply constitute an agreement between our two Governments supplementing and amending the above-mentioned Agreement of April 27, 1955 which shall enter into force upon the receipt of this note and shall remain in force until 30 days after the receipt by either Government of written notice of the intention of the other government to terminate it, without prejudice to the continued validity of obligations already accrued.

CARLOS P GARCIA

Carlos P. Garcia

Secretary

The Honorable CHARLES R. BURROWS

Minister of the United States

American Embassy

Manila

CANADA

Defense: Construction and Operation of Housing Units in Newfoundland

*Agreement effected by exchange of notes
Dated at Ottawa April 18 and 19, 1956;
Entered into force April 19, 1956.*

*The American Ambassador to the Canadian Secretary of State for
External Affairs*

No. 268

The Ambassador of the United States of America presents his compliments to the Secretary of State for External Affairs and has the honor to refer to informal conversations between representatives of the Canadian and United States Governments regarding the desire of the Northeast Air Command to arrange for the construction of family housing units at Pepperrell Air Force Base, St. John's, Newfoundland.

As explained in the discussions, the proposed installations will be located within the present boundaries of the Pepperrell Base, with the leasehold interest in all buildings and their installed equipment vesting in the United States. Accordingly, the development will constitute a United States Government project undertaken in accordance with the terms of the Leased Bases Agreement of March 27, 1941.

The United States Government proposes to have the construction of this housing undertaken by a private contractor, in accordance with the guaranteed military family housing program of the United States Government. Designs and specifications, copies of which will be furnished to Canadian authorities upon request, will be drawn up by the United States Government and will be used as a basis for receiving bids from Canadian and United States contractors. The contract will be awarded to the contractor with adequate financial and technical resources who offers the best terms.

A copy of the proposed contract is attached, in order that interested Canadian authorities may have an opportunity to ex-

EAS 235.
55 Stat. 1560.

amine its terms. The Canadian Government will be consulted regarding any change which may be made in the contents of the contract prior to its signature by a prospective contractor. Such a procedure will be in keeping with the 1941 Agreement, which provides in the preamble that its terms shall be fulfilled in a "spirit of good neighborliness" and further anticipates, in other parts of its provisions, that there shall be constant cooperation between authorities of the two countries in exercising the terms of the Agreement.

In this regard, Article XXI of the 1941 Agreement provides a statement of procedure to be followed in the event that the United States should desire to abandon any portion of the base area and notes that the area abandoned would revert to the lessor (now the Government of Canada). While the United States has no present plans looking toward abandonment of any portion of the 99-year leased areas, the United States Government proposes that the Canadian Government permit the contractor of the housing project to continue his operation of the project for the full 20-year period granted to the contractor by the terms of the contract, in the event that the United States Government should abandon the area prior to the expiration of the twenty years.

During the total period of twenty years the contractor will be given the privilege of renting to tenants other than United States forces and their civilian components, only in the event that there are insufficient numbers of United States personnel to occupy the development, a condition which is not now contemplated, and provided that the Canadian Government is informed, for its approval, of other than United States personnel to be housed in the project.

With general regard to the proposed project, it is understood that the Canadian Government will not undertake to supply utilities and fire protection for the development in the event the United States should abandon the leased area. In the latter contingency, however, the Canadian Government would have the right to specify, on a priority basis, the tenants who might occupy the project.

The Ambassador proposes that this Note and the Secretary's reply thereto shall, as from the date of the reply, constitute an agreement between the two Governments.

Enclosure:

Contract, as stated.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Ottawa, April 18, 1956.

PEPPERRELL AFB, NEWFOUNDLAND
DEFERRED PAYMENT FAMILY HOUSING PROGRAM
CONSTRUCTION, OPERATION, MAINTENANCE & MANAGEMENT
CONTRACT

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DEFERRED PAYMENT FAMILY HOUSING PROGRAM
CONSTRUCTION, OPERATION, MAINTENANCE AND MANAGEMENT
CONTRACT

This agreement entered into this _____ day of 1955 by the United States of America (hereinafter referred to as the "GOVERNMENT"), represented by the Contracting Officer executing this instrument and _____ (hereinafter referred to as the "CONSTRUCTION AGENT"), the said Construction Agent for the purpose of this agreement electing as domicile

WITNESSETH

WHEREAS, the Government pursuant to the Leased Bases Agreement of 1941-1948 maintains and operates a military installation at St. Johns, Newfoundland, known as Pepperrell Air Force Base, at or in the vicinity of which there exists an acute shortage of housing for families of personnel assigned to duty at or near such military installation, and

WHEREAS, provision of such housing, as an integral part of Pepperrell Air Force Base, is essential for its continued maintenance and operation, and

WHEREAS, the Government is authorized to finance the construction and operation of such housing by guarantee, indemnity or other participation,

NOW THEREFORE, under the authority contained in the Act of 14 July 1952 (Public Law 534, 82d Congress), and in consideration of the premises, it is mutually agreed as follows:

ARTICLE I. Project Site

The Government hereby makes available the lands necessary, within the confines of Pepperrell Air Force Base, to construct, operate, maintain and manage the subject housing project for a period of twenty (20) years to permit the Construction Agent to comply with the terms of this agreement. This period shall commence on the completion date as set forth in Article II of this agreement. The land available for utilization for this project by the Construction Agent on Pepperrell Air Force Base is as set forth in Annex "A", appended hereto.¹

The leasehold interest in such lands and improvements thereto will remain in the Government subject to this agreement and the provisions of the Leased Bases Agreement of 1941 and Supplements thereto by which Pepperrell Air Force Base is leased to the United States Government for a period of 99 years from the 17th day of June 1941 to the 16th day of June 2040 by the Government of the United Kingdom, the Government of Canada having succeeded the Government of the United Kingdom as Lessor.

¹ Not printed.

ARTICLE II. Construction of Project

1. The Construction Agent agrees to construct the housing project for the Government, comprised of 500 units referred to herein, in accordance with the appended plans and specifications (Annex "B"). There shall be no change made in the plans and specifications without prior consent, in writing, of the Contracting Officer. Construction shall be commenced within sixty (60) days of receipt of a Government letter of acceptability. The entire 500 units shall be fully livable, operational and complete in every detail as set forth in the plans and specifications within _____ calendar months from the date of the execution and delivery of the executed copy of this agreement to the Construction Agent. In the event of any delay occasioned by the construction of Government facilities, an extension of completion date as determined by the contracting officer will be allowed the Construction Agent.

2. The Government will provide project site improvement and construction as delineated in detail on appended plans and specification under "Annex C".

3. Title to all construction material passes to the United States upon delivery to water carriers for shipment to Newfoundland.

ARTICLE III. Management

1. The Construction Agent covenants and agrees to operate, maintain and manage the project for a period of twenty (20) years following completion of the project in accordance with the provisions of Article II, and to lease all units of the project to such U. S. military and U. S. national civilian employees of the Government as are designated by an authorized representative of the Government, (hereinafter referred to as designated U. S. personnel). Such designation of military personnel to occupy units in the project shall not, however, be considered an assignment to government quarters under the provisions of 37 U.S.C. 252(a).

2. a. In the event an authorized representative of the government shall authorize, in writing, the Construction Agent to rent units in the project to personnel other than U. S. military and U. S. national civilian employees of the Government (hereinafter referred to as undesignated personnel) during the initial ten (10) years following completion of this project, the Construction Agent shall make every effort to lease such units as they become vacant at rents no lower than those charged to designated U. S. personnel unless lower rents are authorized by the Government, plus an amount equal to any deferred taxes levied on the units pursuant to Article VIII(2). Undesignated personnel permitted to occupy units in the project will be subject to airbase rules and regulations set forth by the base commander of Pepperrell Air Force Base. Rental of quarters to undesignated personnel will be subject to the approval of an authorized representative of the Canadian Government for the duration of this agreement. The Canadian Department of National Defense shall have the right of first refusal on the rental of any units to undesignated personnel.

b. The Construction Agent shall notify the Government's authorized representative of all vacancies or notices of intention to vacate the rented units. If the Government's authorized representative fails to designate a new tenant within fifteen (15) days of receipt of such notification by the agent, such agent is authorized to lease the vacant unit to any reputable undesignated tenant, subject to the approval of the authorized representative of the Canadian Government.

c. The Construction Agent shall not be required to permit a prospective tenant to occupy a unit until a lease has been executed, the form of which will be approved by the authorized representative of the Government.

d. Use and occupation of the premises shall be subject to such rules and regulations as the authorized representative of the Government may from time to time reasonably prescribe for military requirements, for safety and security purposes, consistent with the use of the premises for housing.

3. The rights of the Construction Agent may be made subject to a mortgage, lien or other encumbrance, without affecting the rights of the Government set forth in this Article III.

ARTICLE IV. Rents for Facilities

1. From the date of the first occupancy to the end of the initial ten (10) year period as hereinafter set forth in Article X, the rents to be collected from the designated tenants by the Construction Agent in accordance with the terms of this agreement shall be as follows:

Two bedroom row-type unit for officers	US \$ _____ per month
Three bedroom row-type units for officers	US \$ _____ per month
Four bedroom row-type units for officers	US \$ _____ per month
Two bedroom row-type units for airmen	US \$ _____ per month
Three bedroom row-type units for airmen	US \$ _____ per month

All rentals scheduled above shall be the total amount to be charged the tenant for all unit space with all utilities furnished, such as unit space, heat, hot and cold running water, electricity for lighting, cooking, laundry and the use of normal household appliances.

2. The rents set forth in paragraph 1 hereof, may be modified to accommodate variable rental conditions at the request of the Government's authorized representative at any time during the initial ten (10) year period. The total amount of the rents to be collected from the project as a whole during the initial ten (10) year period shall not, however, be decreased by reason of such modification.

a. The rents to be collected from tenants designated by the Government during the period of ten (10) years following the initial ten (10) year period shall be at lower rentals mutually agreed upon annually by the Government and the Construction Agent.

b. Rent shall be paid monthly in advance by each tenant to the Construction Agent and in no event later than the tenth of each month.

c. The Construction Agent shall notify the authorized representative of the Government of the failure of any designated tenant to pay his or her rent.

ARTICLE V. Maintenance and Operation

1. The project shall be maintained and operated as residential dwellings. Specifically, the Construction Agent shall without additional charge to the tenants:

a. Supply maintenance services including painting and grounds maintenance to all units and "on-site" public areas.

b. Supply adequate garbage and waste containers for all units.

c. Repair damage in any part of project constructed by Construction Agent resulting from normal wear and tear, and from defects in construction, or acts or omissions of the Construction Agent, its agents or employees.

d. Supply adequate amounts of cold water at all times.

e. Supply adequate amounts of hot water at all times in accordance with the hot water heating equipment outlined in the specifications.

f. Paint such interior and exterior surfaces of the units as may be necessitated by normal wear and tear, but in no event shall complete redecoration of any unit be required more than once ever _____() years. All interior and exterior surfaces shall, however, be painted at least once every _____() years.

g. Supply electricity for all normal household appliances, to include _____, _____, _____ and _____.

h. Supply heat to each unit of project to provide 70°F inside temperature year round on a 9,000 degree day basis.

i. Cut grass of entire project.

j. Repair all equipment installed by the Construction Agent and maintain adequate service organization for this purpose.

k. Maintain "on-site" parking areas, play areas, sidewalks, and grounds.

2. The Government will furnish to the Construction Agent on a reimbursable basis:

a. Garbage and trash collection from each unit at a maximum charge of \$1.00 per unit per month for 500 units.

b. Bulk water at approximately \$0.1153 per 1,000 gallons.

c. Sewage disposal at \$3.00 per living unit per year for 500 units.

d. Fire protection at \$7.00 per hour for two Government fire department companies for time actually spent at fires on the project.

3. The Government will furnish to the Construction Agent the following services on a non-reimbursable basis:

- a. Snow removal from public roads and parking areas.
- b. Road maintenance of public roads.

4. Each designated tenant will be responsible or liable, as the case may be, for the following:

a. Internal and external cleanliness of each unit which the tenant occupies.

b. The removal of snow and ice from unit sidewalks.

c. For the cost of the repair of any damage caused by actions of the tenant or tenant's family to any part of the structures of the project as set forth in the terms of the individual lease.

ARTICLE VI. Inspection

1. During construction, the project may be inspected at all reasonable times by authorized representatives of the Government to assure compliance with the plans and specifications. In particular, no foundation, plumbing, electrical or heating system, or portions thereof, shall be covered prior to inspection and approval by such representatives.

2. Each progress inspection, each inspection of units for the purpose of acceptance for occupancy, and the final inspection of the entire project shall be completed, and the Construction Agent advised in writing of the results thereof, promptly after notification of readiness for inspection given by the Construction Agent.

3. The Government shall have the right, after acceptance of any unit or units for occupancy, to inspect the premises at all reasonable times to assure itself that the Construction Agent is complying with the terms of this agreement.

ARTICLE VII. Acceptance for Occupancy.

If, after inspection, the Government's authorized representative shall determine that a building group is suitable for occupancy, he shall so advise the Construction Agent that such building group is acceptable for occupancy for all the purposes of this agreement.

ARTICLE VIII. Taxes and Charges

1. Inasmuch as the project falls within the exemption provisions of the Leased Bases Agreement of 1941-48, construction,

operational and maintenance materiel utilized on the project will be exempt from all Canadian Federal customs or sales or excise taxes on original importation.

2. To the extent that units in the project may be occupied by undesignated personnel pursuant to Article III, an equitable portion of the customs and excise taxes which would have been levied on materials imported for construction of such quarters in the absence of tax exemption pursuant to the Leased Bases Agreement, may be charged the Construction Agent by the Canadian Government during any period such undesignated personnel occupy units of the project. The amount of such tax payments shall be determined at the time Canadian permission for such occupancy is given. Such taxes may be included in the rent to be charged undesignated personnel.

3. The Construction Agent shall assume and pay all taxes, assessments and charges, if any, levied against the Construction Agent of the project, other than those exempted in this agreement.

4. The Construction Agent shall pay for services rendered by the Government as outlined in paragraph 2 of Article V, Maintenance and Operation, of this agreement, except services listed in paragraph (3) of Article V.

ARTICLE IX. Insurance

1. The Construction Agent shall secure and maintain, at his own expense, insurance in appropriate amounts, satisfactory to the Government's authorized representative, covering the liability of tenants, their families and servants toward third parties, arising out of fire and explosion other than that caused by the results of hostilities or accidents resulting from off-site base activities.

2. The Construction Agent shall secure and maintain, at his own expense, appropriate amounts of public liability insurance.

ARTICLE X. Terms of Periodic Payments to the Construction Agent

1. In consideration of the Construction Agent constructing, operating, maintaining and managing the project and holding the same available for tenancy as provided under Article III herein, and, subject to the continuing and satisfactory performance by the Construction Agent of each and all of his obligations under this contract, the Government of the United States guarantees that for a period of ten (10) years, commencing on the 15th day after the construction period as set forth in Article II above, subject to final acceptance for occupancy of all individual units, in accordance with Article VII above, the Government of the United States will make a minimum annual payment or provide equivalent annual monetary receipts, in an amount equal to the deficiency, if any, between (a) the amounts which the Construction Agent shall have in fact received in payment of rents as provided in subparagraph 1 of Article IV herein during the applicable annual accounting period and (b) 95% of the amount the Construction Agent would have derived during the applicable annual accounting period under the agreed rent schedule set forth in subparagraph (c) of

Article IV, computed as if the project were fully occupied. Said guarantee of the Government of the United States is given without reservation.

2. Whenever the Construction Agent retains rents for his own account pursuant to Article IV during any one year in the total amount of \$ (95%) or more (net including any amounts received from undesignated tenants to cover charges levied by the Canadian Government in accordance with the Article VIII (2) tax provision), such retained rents shall constitute full payment in satisfaction of the obligations of the Government under paragraph 1 above, for such year. Whenever total rentals received from designated tenants and rents received and due from undesignated tenants (not including amounts collected to cover Article VIII(2) taxes) amount to a total sum less than \$ (95%) during any of the first ten (10) years after the project was first made available for 100% occupancy, the Construction Agent shall have the responsibility of notifying the authorized representative of the Government within thirty (30) days after the end of the applicable annual accounting period requesting a supplemental payment in such amount as may be required to provide a total annual payment (including retained rents but not amounts collected to cover Article VIII(2) taxes) to the Construction Agent of \$ (95%). Such supplemental payments will be made in U. S. dollars to a bank or financial institution designated by the Construction Agent and approved by the Government's authorized representative, within thirty (30) days following such notification and request.

3. The Government of the United States agrees, at the written request of the Construction Agent made upon the commencement of or during said ten (10) year guarantee period, to confirm in writing said guarantees as provided in subparagraphs 1 and 2 above to the bank or other financial institution designated by the Construction Agent; and to confirm in writing any assignment by the Construction Agent of his claims hereunder, to said bank or other financial institution, made as provided in Article XI hereof.

4. If, before the commencement of the guarantee period, set forth above, as a result of causes beyond the control and without the fault or negligence of the Construction Agent, his agents, employees, associates or financiers it should be mutually determined that the completion of all units of the project is precluded, the guarantees as provided in subparagraphs 1 and 2 above shall become effective as to all units accepted for occupancy, as of the date of the acceptance of the last unit accepted for occupancy. Should any units be accepted after such date, such units shall then be included within said guarantee for the balance of the ten (10) year period.

5. If, after the commencement of the guarantee period, the project shall become unfit for occupancy under the terms of this Contract in whole or part, except for causes arising directly out of international hostilities or Acts of God, the scope of the guarantee as provided in paragraph 2 above, shall be pro rata reduced during such period of unfitness to cover only the units of the project which are fit for occupancy.

6. If any rents are received by the Construction Agent after the annual period in which they were due, they shall be treated as rents received by the Construction Agent during such annual accounting period for the purpose of crediting the Government of the United States with payments, if any, made under the guarantees as provided under paragraphs 1 and 2 above.

7. If any rents that were due the Construction Agent prior to commencement of the guarantee period are received by him after commencement of such period, such rents shall not be included in the amount of rents received by the Construction Agent for the purposes of the guarantees as provided in paragraphs 1 and 2 above.

ARTICLE XI. Default and Delays

1. Except as otherwise provided in Article X(1) of this agreement, the right of the Government to terminate this agreement or the guarantee herein, for failure or delay of the Construction Agent attributable to the fault or neglect of the Construction Agent to perform all the terms and conditions herein, shall not be exercised if the Construction Agent cures such failure or delay within a period of ten (10) days from occurrence or date of government notification or such longer period as may be specified by the Government's authorized representative.

2. Except as otherwise provided in Article X(1) of this agreement, the right of the Government to terminate this Agreement or the guarantee herein for failure or delay of the Construction Agent to perform all the terms and conditions herein, shall not be exercised if such failure or delay arises out of causes beyond the control and without the fault of the Construction Agent. Such causes include, but are not restricted to, acts of God, hostilities, acts of any government, fire, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of such causes unless the Government's authorized representative shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Construction Agent to comply with the terms of this agreement and the guarantee herein. In the event a failure or delay of the Construction Agent arises as set forth in this paragraph, the Construction Agent shall take all reasonable steps to eliminate or nullify the cause, and shall proceed, as quickly as possible, to comply with the terms of the agreement and the guarantee herein.

3. As used in this Article, the term Construction Agent shall include its assignee or assignees, its agents, employees, associates (other than subcontractors) or financial institutions.

ARTICLE XII. Notifications by Construction Agent

All notifications by the Construction Agent under this agreement shall be addressed to the Contracting Officer, or such representative or successor of the Contracting Officer, as shall be designated, in writing, by the Contracting Officer.

ARTICLE XIII. Disputes Between Construction Agent and Tenant

The Contracting Officer shall be advised by the Construction Agent of any dispute between the Construction Agent

and any tenant and he shall have the right to investigate such dispute in order to ascertain whether the Construction Agent is complying with the terms and conditions of this agreement.

ARTICLE XIV. Annexes [1]

All annexes and attachments to this agreement are wholly incorporated herein and made a part hereof.

ARTICLE XV. Waiver

No waiver of any terms or conditions of this agreement shall be binding on the Government, unless made in writing by an authorized Contracting Officer of the Government. The waiver by the Government of any term or condition of this agreement shall not be construed to be the waiver of any other term or condition.

ARTICLE XVI. Examination of Records

1. The Construction Agent agrees that the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Construction Agent involving transactions related to this agreement.

2. The Construction Agent agrees to insert the provisions of this article, including this paragraph, in all pertinent sub-contracts or assignment approved by the Government.

ARTICLE XVII. Definitions

1. The term "Government's authorized representative," or "authorized representative of the Government," means the Contracting Officer executing this instrument, or his successor, or such representatives of the contracting officer, as shall be designated in writing by him.

2. The term "unit" shall mean a single family living unit.

3. The term "row-type unit" shall mean a two-story single family living unit constructed in a building group of two-story single family units.

4. The term "building group" shall mean an integral group of two-story single family living units.

5. The term "Annex "A","[1] as used herein shall mean the metes and bounds description and plan of the site available for this project.

6. The term "Annex "B","[1] as used herein shall mean the plans, specifications and conditions under which the family housing project is to be constructed.

7. The term "Annex "C","[1] as used herein shall mean the plans, specifications and conditions under which the Government will provide appropriated funds for the cost of certain site preparation and the construction of on-site or off-site utilities required for the family housing project.

¹ Not printed.

ARTICLE XVIII. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the Contracting Officer (or his duly authorized representative or successor) who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Construction Agent. Within thirty (30) days from the date of receipt of such copy, the Construction Agent may appeal by mailing or otherwise furnishing to the Contracting Officer (or his duly authorized representative or successor) a written appeal addressed to the Secretary of the Air Force, and the decision of the Secretary, or his duly authorized representative for the hearing of such appeals shall, unless determined by a Court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, be final and conclusive; provided that, if no such appeal is taken within thirty (30) days, the decision of the Contracting Officer (or his duly authorized representative or successor) shall be final and conclusive. In connection with any appeal proceeding under this Article, the Construction Agent shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Construction Agent shall proceed diligently with the performance of the agreement and in accordance with the Contracting Officer's (or his duly authorized representative or successor) decision.

ARTICLE XIX. Officials not to Benefit

No member or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend this agreement if made with a corporation for its general benefit.

ARTICLE XX. Covenant Against Contingent Fees

The Construction Agent warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

ARTICLE XXI. Assignment of Claims

1. No claims arising under this agreement shall be assigned by the Construction Agent except as follows:

Pursuant to the Provisions of the Assignment of Claims Act of 1940 (31 U.S. Code 203, 41 U.S. Code 15), if this agreement provides for payments aggregating \$1,000.00 or more, claims for money due the Construction Agent from the Government under this agreement may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institutions. Any such assignment or reassignment shall cover all amounts payable under this agreement and not already paid, and shall not be made to more than one party as agent or trustee for two or more parties participating in such financing. The assignees shall file written notice of the assignment, together with a true copy of the instrument of assignment, with the Contracting Officer or his authorized representative.

54 Stat. 1029.

ARTICLE XXII. Assignment of Agreement

1. The Construction Agent herein named may wholly assign or transfer this agreement subject to approval, in writing, by the Government's authorized representative of the assignee and the instrument of assignment or transfer. Any such assignee or transferee shall thereafter stand in the place and stead of the Construction Agent herein named.

2. In considering approval of the assignment or transfer, the Government's authorized representative shall take into account what arrangements have been made by the prospective assignee or transferee for retention of the services of the Construction Agent herein named until the end of the guarantee period.

ARTICLE XXIII. Surety

1. Prior to the execution of this agreement, the Construction Agent at its own expense, shall furnish to the Government, a surety bond or other guarantee satisfactory to the Government assuring that the Construction Agent will complete construction of the project in accordance with the terms of this agreement.

2. The Construction Agent shall, at its own cost, comply with all applicable laws, decrees, and regulations with regard to construction, sanitation, maintenance and other matters related to the project, and shall, at its own cost, obtain all necessary licenses and permits.

ARTICLE XXIV. Payment to Construction Agent

Other than it is provided in paragraphs 1 and 2 of Article X, the Government shall be under no obligation to make any additional payment to the Construction Agent for constructing and operating, maintaining and managing the project for the Government.

ARTICLE XXV. Management Personnel

1. The Construction Agent shall hire a qualified resident manager and other necessary personnel to supervise the operation, maintenance and management of the project.

2. The Government may allow the Construction Agent to erect a dwelling for such resident manager within the confines of the development area of the project.

3. The Government may allow the Construction Agent to erect acceptable permanent office, repair shop and storage buildings on the project necessary for the operation and maintenance of the project.

4. The Construction Agent shall hire sufficient qualified personnel to repair, maintain, and operate all Construction Agent installed equipment and structures to keep the entire project in clean, neat, livable, operative and attractive condition.

5. All the Construction Agent employees will be subject to security and other regulations set forth by the Government for persons working and living on U. S. military installations.

ARTICLE XXVI. Option to Terminate Construction Agent Management

1. The Government of the United States reserves the right, at any time during the period of this contract to utilize the project by furnishing to United States military personnel the housing units constructed pursuant to this contract as public quarters, and to assume all the responsibilities of the Construction Agent set forth in Articles III, IV, V, IX and XXV of this contract. In such event, rental payments shall not be collected by the Construction Agent, and the operation of Article IV shall be suspended.

2. In the event the United States begins the exercise of the rights reserved under paragraph (1) during the first ten (10) year period, the Construction Agent (i) shall be thereafter paid an annual amount for the balance of such period equal to 97- $\frac{1}{2}$ % of the sum of \$ _____ (which could otherwise be collected as rents and retained by the Construction Agent under Article IV) reduced by an amount equal to the average annual amount, as evidenced by the official records of the Construction Agent, previously expended by the Construction Agent in performing its obligations for maintenance and operation in keeping with the standards established by this agreement, particularly Articles III and V. During any year of the second ten (10) year period in which the United States exercises the rights under paragraph (1) above, the Construction Agent (ii) shall be paid an annual amount equal to 95% of the total rentals authorized for such year under Article IV(2)(a) of this agreement, reduced by an amount equal to the average annual amount, as evidenced by the official records of the Construction Agent, previously expended by the Construction Agent in performing its obligations for maintenance and operation in keeping with the standards established by this agreement, particularly Articles III and V.

ARTICLE XXVII. Expiration of the Construction Agent's Rights

1. Upon termination of the twenty (20) year period, all the Construction Agent's rights, title and interest of every kind or nature whatsoever in and to the project shall cease and the Government of the United States will thereupon take over management, control and operation of the project.

2. The Construction Agent covenants that said project, upon termination of its interest therein, as in this Article provided, shall be free and clear of all liens, encumbrances or charges of every kind and nature whatsoever. The Construction Agent further covenants that it will execute all documents which may be necessary to effectuate the purpose of this article.

3. The succession by the Government of the United States to all Construction Agent's rights, title and interest in said project, free and clear or all liens, encumbrances and charges shall be binding on the successor and assignees of the Construction Agent.

ARTICLE XXVIII. Covenant Against Contingent Fees.

The Construction Agent warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the

Construction Agent for the purpose of securing business. For breach or violation of this warranty, the Government of the United States subject to its guaranty without reservation as set forth in Article X(1) shall have the right to annul this agreement without liability or in its discretion to deduct from the sum or sums to be paid by the Government of the United States, if any, the full amount of such commission, percentage, brokerage, or contingent fee.

The Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. DL-93

The Secretary of State for External Affairs presents his compliments to His Excellency the Ambassador of the United States of America, and has the honour to refer to the Ambassador's Note No. 266 of April 18, 1956, proposing certain arrangements to govern the construction and operation of family housing units at Pepperrell Air Force Base, St. John's, Newfoundland.

2. The Secretary of State for External Affairs is pleased to inform the Ambassador that the Canadian Government concurs in this project, and in the arrangements to govern it as proposed in the Ambassador's Note. It is noted, in particular, that the Canadian Government will be consulted regarding any change which may be made in the contents of the draft contract between the United States Government and the contractor who is to construct and operate the project, prior to its signature.

3. The Secretary of State for External Affairs agrees that the Ambassador's Note and this reply shall, as from this date, constitute an agreement between the two governments.

LBP

OTTAWA

April 19, 1956

GREECE

Surplus Agricultural Commodities

Agreement amending the agreement of June 24, 1955.

Effectuated by exchange of notes

Signed at Athens and Corfu February 13 and 17, 1956;

Entered into force February 17, 1956.

*The Economic Counselor of the American Embassy to the Greek
Minister for Foreign Affairs*

No. 220

EXCELLENCY:

I have the honor to propose that the "Agricultural Commodities Agreement between the United States of America and Greece under Title I of the Agricultural Trade Development and Assistance Act", providing for a total of \$6 million, signed at Athens, Greece on June 24, 1955 be amended as follows:

"(1) To provide for additional financing by the Government of the United States, on or before June 30, 1956 of \$6.1 million worth of lard and/or cottonseed oil and/or soybean oil, including ocean transportation costs financed by the United States; and (2) to provide that the drachmae accruing to the Government of the United States as a consequence of sales made pursuant to this amendment will be used by the Government of the United States as follows:

"(a) To help develop new markets for United States agricultural commodities in Greece and for other United States expenditures in Greece under Subsections (a) and (f) of Section 104 of the Act, the drachmae equivalent of \$1.8 million;

"(b) For loans to the Government of Greece to promote the economic development of Greece under Section 104 (g) of the Act, the drachmae equivalent of \$4.3 million, subject to supplemental agreement between the two governments. In the event that drachmae set aside for loans to the Government of Greece are not advanced within three years from the date of this agreement as a result of failure of the two govern-

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3449.
6 UST 6025.

ments to reach agreement on uses of the drachmae for loan purposes or for any other purpose, the Government of the United States may use the drachmae for any other purpose authorized by Section 104 of the Act."

The provisions of this amendment to the agreement of June 24, 1955 are supplemental to and not in replacement of the provisions of the agreement of June 24, 1955.

I have the honor to propose that, if this amendment is acceptable to the Government of Greece, this Note and Your Excellency's Note in confirmation constitute an agreement between our two governments, amending the agreement of June 24, 1955, effective on the date of Your Excellency's reply.

Accept, Excellency, the assurances of my highest consideration.

CLARENCE E. BIRGFELD

AMERICAN EMBASSY,
Athens, February 13, 1956.

His Excellency
SPYROS THEOTOKIS,
Minister for Foreign Affairs,
Athens.

The Greek Minister for Foreign Affairs to the American Ambassador

THE FOREIGN MINISTER OF GREECE

No 01372

Corfu, February 17, 1956

EXCELLENCY:

I acknowledge receipt of your Note, dated February 13th, 1956, concerning the amendment of the "Agricultural Commodities Agreement" of June 24th, 1955, between the United States of America and Greece, under Title I of the "Agricultural Trade Development and Assistance Act" and providing a total of \$6 million, which Note reads as follows:

"I have the honour to propose that the "Agricultural Commodities Agreement" between the United States of America and Greece under Title I of the "Agricultural Trade Development and Assistance Act", providing for a total of \$6 million, signed at Athens, Greece, on June 24, 1955, be amended as follows:

"(1) To provide for additional financing by the Government of the United States, on or before June 30, 1956 of \$6.1 million worth of lard and/or cottonseed oil and/or soybean oil, including ocean transportation costs financed by the

United States; and (2) to provide that the drachmae accruing to the Government of the United States as a consequence of sales made pursuant to this amendment will be used by the Government of the United States as follows:

"(a) To help develop new markets for United States agricultural commodities in Greece and for other United States expenditures in Greece under Subsections (a) and (f) of Section 104 of the Act, the drachmae equivalent of \$1.8 million;

"(b) For loans to the Government of Greece to promote the economic development of Greece under Section 104 (g) of the Act, the drachmae equivalent of \$4.3 million, subject to supplemental agreement between the two Governments. In the event that drachmae set aside for loans to the Government of Greece are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the drachmae for loan purposes or for any other purpose, the Government of the United States may use the drachmae for any other purpose authorized by Section 104 of the Act."

The provisions of this amendment to the agreement of June 24, 1955 are supplemental to and not in replacement of the provisions of the agreement of June 24, 1955.

I have the honour to propose that, if this amendment is acceptable to the Government of Greece, this Note and your Excellency's Note in confirmation constitute an agreement between our two Governments, amending the Agreement of June 24, 1955, effective on the date of your Excellency's reply.

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

In answer to this Note, I have the honour to inform you that the Government of Greece are ready to accept this amendment as binding both Governments.

I agree, therefore, that your Excellency's Note of February 13th, 1956 and this one in confirmation constitute an agreement between our two Governments, effective from the date of present Note.

Accept, Excellency, the assurances of my highest consideration.

S THEOTOKIS

His Excellency

CAVENDISH CANNON

*Ambassador of the United States of America
Athens*

CEYLON

Economic Assistance

*Agreement effected by exchange of notes
Signed at Colombo April 28, 1956;
Entered into force April 28, 1956.*

The American Ambassador to the Prime Minister and Minister of Defence and External Affairs of Ceylon

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
COLOMBO, CEYLON,
April 28, 1956.

No. 182.

DEAR MR. MINISTER:

I have the honor to refer to discussions between our two Governments with reference to a development assistance program. As both Governments recognize that economic assistance can promote economic development and stability in Ceylon, and considering that, under legislation enacted by the Congress of the United States, the United States is enabled to furnish such assistance to the Government of Ceylon, it is deemed desirable to set forth the understandings which will govern the furnishing of such assistance by the Government of the United States, the receipt of such assistance by the Government of Ceylon, and the measures which the two Governments will take individually and together in furtherance of the above objectives.

These understandings are as follows:

Paragraph I

The Government of the United States, subject to the terms and conditions specified in applicable United States laws and regulations and the provisions set forth in this Agreement, will furnish such development assistance or authorized related assistance to the Government of Ceylon as may be requested by the Government of Ceylon and approved by the Government of the United States. Such assistance will be furnished in such form, on such terms, and pursuant to such additional arrangements as may be agreed upon

between appropriate representatives of the agency designated by the Government of the United States to administer such assistance and representatives of any agency or agencies designated by the Government of Ceylon, or between other designated representatives of the two Governments. Commodities or services furnished hereunder may be distributed within Ceylon on terms and conditions mutually agreed upon by such representatives. To the extent that commodities to be provided pursuant to this Agreement may be obtained other than by United States Government procurement, the Government of Ceylon will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms. Assistance provided hereunder shall be in addition to that provided under the technical cooperation program conducted pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Ceylon signed at Colombo, November 7, 1950.

TIAS 2138.
1 UST 723.

Paragraph II

It is understood that, in order to assure the maximum benefits to the people of Ceylon from the assistance to be furnished hereunder by the Government of the United States, the Government of Ceylon intends to continue to pursue all appropriate measures to promote economic development and maintain stable economic conditions in Ceylon and to reduce its need for assistance for the achievement of those objectives. For those purposes the Government of Ceylon will make effective use of the assistance provided hereunder, and will coordinate and integrate any operations carried on pursuant to this Agreement with other technical cooperation and development programs in Ceylon.

Paragraph III

Recognizing that the effectiveness of this assistance program will be enhanced by the two Governments sharing reasonably the financing of cooperative operations hereunder and by the expenditure of local currency which may derive from the assistance provided hereunder by the Government of the United States, the Government of Ceylon agrees:

- (a) To bear a fair share of the costs of cooperative projects or operations carried out pursuant to this Agreement;
- (b) With regard to any case where commodities may be furnished hereunder on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Ceylon from the import or sale thereof, to establish in its own name a special account in the Central Bank of Ceylon (Referred to below

as the "Special Account") and, except as may otherwise be specifically agreed by the Government of the United States, to deposit promptly in this account the amount of local currency equivalent to any such proceeds. The Government of the United States will from time to time notify the Government of Ceylon of its local currency requirements for expenditures incident to the furnishing of assistance under this Agreement or under the above-mentioned General Agreement for Technical Cooperation and the Government of Ceylon will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States in its notification. The Government of Ceylon may draw upon any remaining balance in the Special Account for purposes of economic development in Ceylon and for other purposes beneficial to Ceylon as may be agreed upon from time to time by the representatives referred to in Paragraph I. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance to Ceylon under this Agreement shall be disposed of for such purposes as may, subject to approval by Act or joint resolution of the Congress of the United States, be agreed to between the Government of the United States and the Government of Ceylon.

Paragraph IV

(a) The Governments will, upon the request of either of them consult regarding any matter relating to the application of this Agreement and operations thereunder. The Government of Ceylon will provide such information as may be necessary to carry out the provisions of this Agreement, including statements on the use of the assistance received hereunder and other relevant information which the Government of the United States may need to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of the assistance furnished or contemplated;

(b) The Government of Ceylon will give full and continuous publicity in Ceylon to the objectives and progress of the program under this Agreement, and will make public, upon termination of this program and at such other times during the course of the program as the Government of the United States may request, full statements of operations hereunder, including information as to the use of the assistance received and the use of the local currency deposited in the Special Account;

(c) Funds, materials, and equipment financed by the Government of the United States and introduced into Ceylon for purposes of the General Agreement for Technical Cooperation referred to in paragraph I above shall be admitted into Ceylon free of customs

duties and import taxes, and such funds, materials and equipment furnished for purposes of this Agreement or the said General Agreement for Technical Cooperation shall be exempt from other taxes, service charges, investment or deposit requirements, and currency controls;

(d) All technical and administrative personnel of the Government of the United States, except citizens or residents of Ceylon, whether employed directly by that Government or under contract financed by that Government with a public or private organization, who are present in Ceylon to perform work under this Agreement or the above-mentioned General Agreement for Technical Cooperation and whose entrance into the country has been approved by the Government of Ceylon, shall be exempt from all income and social security taxes levied in Ceylon with respect to income upon which they are obligated to pay taxes of a similar kind to the Government of the United States, from any tariff, duty or property tax on personal property intended for their own use, and from payment of any other taxes or duties from which diplomatic personnel of the United States in Ceylon are now or may become exempt;

(e) Funds introduced into Ceylon for purposes of furnishing assistance to be provided by the Government of the United States under this Agreement or the above mentioned General Agreement for Technical Cooperation shall be convertible into currency of Ceylon at the highest rate in terms of the number of Ceylon rupees per United States dollar which, on the date the conversion is made, is not unlawful in Ceylon;

(f) The two Governments will establish procedures whereby the Government of Ceylon will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government when the Government of Ceylon is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of the program.

Paragraph V

(a) The two Governments shall have the right at any time to observe operations carried out under this Agreement and the above mentioned General Agreement for Technical Cooperation. Either Government, during the period of any project or transaction under such agreements and for three years thereafter, shall have the right (1) to examine any property procured through financing by that Government under such agreements wherever such prop-

erty is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that Government under such agreements, wherever such records may be located and maintained. Each Government, in arranging for any disposition of any property procured through financing by the other Government under such agreements, shall assure that rights of examination, inspection and audit described in the preceding sentence are reserved to the Government which did the financing.

(b) The Government of Ceylon agrees to receive persons designated by the Government of the United States to discharge the responsibilities of the Government of the United States under this Agreement and to permit such persons to observe without restriction the distribution in Ceylon of commodities and services which may be made available hereunder, including the provision of the facilities necessary for the observation and review of the carrying out of this Agreement and use of the assistance furnished under it.

Paragraph VI

All or any part of the program of assistance provided hereunder may be terminated by either Government if it is determined by either Government that because of changed conditions the continuation of the assistance is unnecessary or undesirable, provided that any such termination shall not affect commitments hereunder with respect to assistance actually furnished pursuant to this Agreement. The termination of the assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

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

Accept, Mr. Minister, the renewed assurances of my highest consideration.

PHILIP K. CROWE

The Honorable

S. W. R. D. BANDARANAIKE,
Prime Minister and
Minister of Defence and External Affairs,
Colombo.

The Prime Minister and Minister of Defence and External Affairs of Ceylon to the American Ambassador

COLOMBO, 28 April, 1956.

DEAR MR. AMBASSADOR,

I have the honour to acknowledge the receipt of your note of 28 April, 1956, which reads as follows:

"I have the honor to refer to discussions between our two Governments with reference to a development assistance program. As both Governments recognise that economic assistance can promote economic development and stability in Ceylon, and considering that, under legislation enacted by the Congress of the United States, the United States is enabled to furnish such assistance to the Government of Ceylon, it is deemed desirable to set forth the understandings which will govern the furnishing of such assistance by the Government of the United States, the receipt of such assistance by the Government of Ceylon, and the measures which the two Governments will take individually and together in furtherance of the above objectives.

These understandings are as follows:

Paragraph I

The Government of the United States, subject to the terms and conditions specified in applicable United States laws and regulations and the provisions set forth in this Agreement, will furnish such development assistance or authorised related assistance to the Government of Ceylon as may be requested by the Government of Ceylon and approved by the Government of the United States. Such assistance will be furnished in such form, on such terms, and pursuant to such additional arrangements as may be agreed upon between appropriate representatives of the agency designated by the Government of the United States to administer such assistance and representatives of any agency or agencies designated by the Government of Ceylon, or between other designated representatives of the two Governments. Commodities or services furnished hereunder may be distributed within Ceylon on terms and conditions mutually agreed upon by such representatives. To the extent that commodities to be provided pursuant to this Agreement may be obtained other than by United States Government procurement, the Government of Ceylon will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms. Assistance provided hereunder shall be in addition to that provided

under the technical cooperation program conducted pursuant to the General Agreement for Technical Cooperation between the Government of the United States of America and the Government of Ceylon signed at Colombo, November 7, 1950.

Paragraph II

It is understood that, in order to assure the maximum benefits to the people of Ceylon from the assistance to be furnished hereunder by the Government of the United States, the Government of Ceylon intends to continue to pursue all appropriate measures to promote economic development and maintain stable economic conditions in Ceylon and to reduce its need for assistance for the achievement of those objectives. For those purposes the Government of Ceylon will make effective use of the assistance provided hereunder, and will coordinate and integrate any operations carried on pursuant to this Agreement with other technical cooperation and development programs in Ceylon.

Paragraph III

Recognising that the effectiveness of this assistance program will be enhanced by the two Governments sharing reasonably the financing of cooperative operations hereunder and by the expenditure of local currency which may derive from the assistance provided hereunder by the Government of the United States, the Government of Ceylon agrees:

(a) To bear a fair share of the costs of cooperative projects or operations carried out pursuant to this Agreement;

(b) With regard to any case where commodities may be furnished hereunder on a grant basis under arrangements which will result in the accrual of proceeds to the Government of Ceylon from the import or sale thereof, to establish in its own name a special account in the Central Bank of Ceylon (referred to below as the "Special Account") and, except as may otherwise be specifically agreed by the Government of the United States, to deposit promptly in this account the amount of local currency equivalent to any such proceeds. The Government of the United States will from time to time notify the Government of Ceylon of its local currency requirements for expenditures incident to the furnishing of assistance under this Agreement or under the above-mentioned General Agreement for Technical Cooperation and the Government of Ceylon will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States in its notification. The

Government of Ceylon may draw upon any remaining balance in the Special Account for purposes of economic development in Ceylon and for other purposes beneficial to Ceylon as may be agreed upon from time to time by the representatives referred to in Paragraph I. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance to Ceylon under this Agreement shall be disposed of for such purposes as may, subject to approval by Act or joint resolution of the Congress of the United States, be agreed to between the Government of the United States and the Government of Ceylon.

Paragraph IV

(a) The Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement and operations thereunder. The Government of Ceylon will provide such information as may be necessary to carry out the provisions of this Agreement, including statements on the use of the assistance received hereunder and other relevant information which the Government of the United States may need to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of the assistance furnished or contemplated;

(b) The Government of Ceylon will give full and continuous publicity in Ceylon to the objectives and progress of the program under this Agreement, and will make public, upon termination of this program and at such other times during the course of the program as the Government of the United States may request, full statements of operations hereunder, including information as to the use of the assistance received and the use of the local currency deposited in the Special Account;

(c) Funds, materials, and equipment financed by the Government of the United States and introduced into Ceylon for purposes of the General Agreement for Technical Cooperation referred to in paragraph I above shall be admitted into Ceylon free of customs duties and import taxes, and such funds, materials and equipment furnished for purposes of this Agreement or the said General Agreement for Technical Cooperation shall be exempt from other taxes, service charges, investment or deposit requirements, and currency controls;

(d) All technical and administrative personnel of the Government of the United States, except citizens or residents of Ceylon, whether employed directly by that Government or under contract financed by that Government with a public or private organisation, who are present in Ceylon to perform work

under this Agreement or the above-mentioned General Agreement for Technical Cooperation and whose entrance into the country has been approved by the Government of Ceylon, shall be exempt from all income and social security taxes levied in Ceylon with respect to income upon which they are obligated to pay taxes of a similar kind to the Government of the United States, from any tariff, duty or property tax on personal property intended for their own use, and from payment of any other taxes or duties from which diplomatic personnel of the United States in Ceylon are now or may become exempt;

(e) Funds introduced into Ceylon for purposes of furnishing assistance to be provided by the Government of the United States under this Agreement or the above mentioned General Agreement for Technical Cooperation shall be convertible into currency of Ceylon at the highest rate in terms of the number of Ceylon rupees per United States dollar which, on the date the conversion is made, is not unlawful in Ceylon;

(f) The two Governments will establish procedures whereby the Government of Ceylon will so deposit, segregate or assure title to all funds allocated to or derived from any United States aid program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organisation or government when the Government of Ceylon is advised by the Government of the United States that such legal process would interfere with the attainment of the objectives of the program.

Paragraph V

(a) The two Governments shall have the right at any time to observe operations carried out under this Agreement and the above-mentioned General Agreement for Technical Cooperation. Either Government, during the period of any project or transaction under such agreements and for three years thereafter, shall have the right (1) to examine any property procured through financing by that Government under such agreements wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that Government under such agreements, wherever such records may be located and maintained. Each Government, in arranging for any disposition of any property procured through financing by the other Government under such agreements, shall assure that rights of examination, inspection and audit described in the preceding sentence are reserved to the Government which did the financing.

(b) The Government of Ceylon agrees to receive persons designated by the Government of the United States to discharge the responsibilities of the Government of the United States under this Agreement and to permit such persons to observe without restriction the distribution in Ceylon of commodities and services which may be made available hereunder, including the provision of the facilities necessary for the observation and review of the carrying out of this Agreement and use of the assistance furnished under it.

Paragraph VI

All or any part of the program of assistance provided hereunder may be terminated by either Government if it is determined by either Government that because of changed conditions the continuation of the assistance is unnecessary or undesirable, provided that any such termination shall not affect commitments hereunder with respect to assistance actually furnished pursuant to this Agreement. The termination of the assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

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

Accept, Mr. Minister, the renewed assurances of my highest consideration."

I confirm that the Government of Ceylon will consider your note and this reply as constituting an agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

S W R D BANDARANAIKE
Prime Minister and
Minister of Defence and External
Affairs.

His Excellency Mr. PHILIP CROWE,
Ambassador of the United States of America,
American Embassy,
Colombo.

JAPAN

Reduction in Japanese Expenditures Under Article XXV
2 (b) of the Administrative Agreement of February 28, 1952

Arrangement effected by exchange of notes

Post, p. 771.

Signed at Tokyo April 24, 1956;
Entered into force April 24, 1956.

日本国駐在アメリカ合衆国特命全權大使
ジョン・M・アリソン

閣下

日本国外務大臣

昭和三十一年四月二十四日



前記の防衛の計画が実施されることを条件としてのみ行われるものであると了解されます。

アメリカ合衆国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本国の昭和三十一会計年度における前記の一億五千五百万ドルの軽減のための日本国政府とアメリカ合衆国政府との間の取極を構成するものと認め、かつ、その効力は閣下の返簡の日付の日に生ずるものいたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

よつて、本大臣は、この書簡に掲げた諸事項にかんがみ、貴国政府が、行政協定第二十五条2(b)の規定の要求する経費から、七千百六十六万六千六百六十六ドル六十七に相当する額の日本国通貨を、日本国の昭和三十一会計年度についてのみ減額することに同意されることを提案する光榮を有します。この減額は、日本国とアメリカ合衆国との間の相互の合意による別段の取極が行われない限り、同年度の後に及ぶことはないものと了解されます。

さらに、日本国の昭和三十一会計年度に対する前記の七千百六十六万六千六百六十六ドル六十七に相当する額の日本国通貨の減額は、日本国政府によつて防衛の目的のために振り当てるものであり、また、その減額は、両政府によつて別に合意される場合を除くほか、

- 1 防衛庁に対して千二億円の予算を計上したこと。
- 2 前記の予算のほか、日本国の昭和三十会計年度の防衛庁予算からすべての要使用残高を繰越金として防衛庁に与えること及び約百六十五億円の予算外契約権能を防衛庁に与えたこと。
- 3 日本国にある合衆国軍隊の維持のため八千三百三十三万三千三百三十三ドル三十三に相当する額の日本国通貨を行政協定第二十五条2(b)の規定に基いて合衆国の使用に供すること及びそのほかに同条2(a)の目的のため約百五億円の予算を計上したこと。
- 4 防衛庁に対する千二億円の予算において計画されているとおりに、日本国の昭和三十一会計年度中に自衛部隊の増強を完了すること。

会計年度においてその財源のより大きい部分を防衛の目的のために振り当てることが日本国政府の政策と意向であることを確認しました。本大臣は、日本国政府が現在においてもこれらの政策と意向を有することを確認し、さらに、これらの政策と意向の継続的な実行として、日本国の自衛部隊を増強し、その防衛のため漸次より大きい責任を負うために持続的な計画を実施しようとする日本国政府の政策決定を確認いたします。

本大臣は、また、日本国政府が、昭和三十一年三月二十七日に国会が承認した日本国の昭和三十一会計年度における防衛のための予算割当及び予定経費の計画に基き、次のことを同計画の中で行つたか又は行うことを閣下に通報する光榮を有します。

The Japanese Minister for Foreign Affairs to the American Ambassador^[1]

書簡をもつて啓上いたします。本大臣は、日本国とアメリカ合衆国との間の安全保障条約第三条に基く行政協定第二十五条の規定及び同第二十五条の規定に関する公式議事録に言及する光榮を有します。

本大臣は、行政協定第二十五条に定める一億五千五百万ドルを日本国の昭和三十会計年度について輕減するための両国政府間の取極を構成する閣下との間の昭和三十年八月十九日付の交換公文において、自衛部隊を漸次増強することが日本国政府の政策であることを述べ、また、日本国とアメリカ合衆国との間の安全保障条約に表現されている「日本国が自國の防衛のため漸増的にみずから責任を負うこと」の期待に従い、日本国の昭和三十一会計年度及びその後の

^[1] The English translation of the note is quoted in the United States note; *post*, p. 767.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,

Tokyo, April 24, 1956

No. 1677

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note dated April 24, 1956, which reads in the English translation thereof as follows:

"I have the honour to refer to Article XXV of the Administrative Agreement under Article III of the Security Treaty between Japan and the United States of America and to the official minutes [¹] in respect to Article XXV.

TIAS 2492.
3 UST, pt. 3, p.
3360.

"In the exchange of notes between us on August 19, 1955, constituting an arrangement between the two Governments reducing for Japanese Fiscal Year 1955 the figure of \$155 million set forth in Article XXV of the Administrative Agreement, I indicated that the policy of the Government of Japan was to increase gradually its self-defense forces and confirmed the policy and intention of my Government to devote a larger portion of its resources for defense purposes during the Japanese Fiscal Year 1956, and in ensuing years in accordance with the expectation expressed in the Security Treaty between Japan and the United States of America that Japan 'will itself increasingly assume responsibility for its own defense.' I wish to assure Your Excellency that these are still the policies and intentions of the Government of Japan. In addition, I now wish to confirm a policy decision of the Government of Japan, in continued implementation of these policies and intentions, to carry out a sustained program for increasing Japan's self-defense forces and for assuming, in progressive stages, greater responsibility for its own defense.

TIAS 3494.
Ante, p. 193.

"I have also the honour to inform Your Excellency that under the program of budgetary allocations and planned expenditures for defense for the Japanese Fiscal Year 1956 as approved by the Diet on March 27, 1956, the Government of Japan, *inter alia*:

TIAS 2491.
3 UST, pt. 3, p.
3329.

1. Has appropriated for the National Defense Agency, a budget of 100.2 billion yen.

¹ Not printed.

2. In addition to the above appropriation, will provide the National Defense Agency with a carry-over of any unexpended balance from the National Defense Agency appropriation for Japanese Fiscal Year 1955 and has also provided the National Defense Agency with contract authorization of about 16.5 billion yen.

3. Under Article XXV 2 (b) of the Administrative Agreement, will make available to the United States an amount of Japanese currency equivalent to \$83,333,333.33 for the maintenance of the United States Forces in Japan; and in addition has provided an appropriation of approximately 10.5 billion yen for the purposes of Article XXV 2 (a) of the Administrative Agreement.

4. Will complete during Japanese Fiscal Year 1956 the increase of strength in its Defense Forces as programmed in the appropriation of 100.2 billion yen for the National Defense Agency.

"Accordingly, in the light of the considerations outlined in this note, I have the honour to propose that the Government of the United States of America agree to a reduction effective for only the Japanese Fiscal Year 1956, in expenditures called for in paragraph 2 (b) of Article XXV of the Administrative Agreement by an amount of Japanese currency equivalent to \$71,666,666.67. It is understood that the above reduction will not extend beyond such fiscal year except as may be otherwise arranged by mutual agreement between Japan and the United States of America.

"It is further understood that the Government of Japan will devote the said amount of reduction equivalent to \$71,666,666.67 for the Japanese Fiscal Year 1956 to defense purposes and that such reduction will only be made, provided the defense program outlined above is put into effect, unless otherwise mutually agreed by our two Governments.

"If the proposal made herein is acceptable to the Government of the United States of America, this Note and Your Excellency's reply indicating such acceptance shall be considered as constituting an arrangement, effective on the date of Your Excellency's note in reply, between the Government of Japan and the Government of the United States of America reducing for Japanese Fiscal Year 1956 the figure of \$155 million as provided above.

"I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Amambassadeur, the assurance of my highest consideration."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the above proposal of the Government of Japan and to confirm that Your Excellency's Note and this reply are considered as constituting an arrangement between the two Governments effective on this date, reducing for Japanese Fiscal Year 1956 the figure of \$155 million as provided above.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Tokyo.

JAPAN

Annual and Progressive Reduction in Japanese Expenditures
Under Article XXV 2 (b) of the Administrative Agree-
ment of February 28, 1952

*Agreement effected by exchange of notes
Signed at Tokyo April 25, 1956;
Entered into force April 25, 1956.*

ものと認めます。

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つて
敬意を表します。

昭和三十一年四月二十五日

日本国外務大臣

重光葵



日本国駐在アメリカ合衆国特命全權大使

ジョン・M・アリソン 閣下

とすることを提案する光榮を有します。日本国政府は、このような毎年の合意の成立が、行政協定に基く日本国の分担金の前年度以前の減額を定めた合意が双方にとつて満足に実施されることに依存するものであると了解いたします。

よつて、前記の目的のため、日本国政府は、日本国の当局及びアメリカ合衆国の当局が、前記の経費の毎年の減額に関する合意を考慮する前に、持続的な防衛の計画及び日本国の防衛に関連する他の計画の状態及び実施振りを毎年検討することを提案いたします。

アメリカ合衆国政府が前記の提案を受諾されるとときは、この書簡及び受諾を表明される閣下の返簡は、閣下の返簡の日付の日に効力を生ずる日本国政府とアメリカ合衆国政府との間の合意を構成する

(b)

この取極の適用上、「防衛の目的のための予算」とは、防衛庁のため及び行政協定第二十五条2(b)の規定の要求する日本国にある合衆国軍隊のための施設のために日本国の各会計年度において予算が計上される資金の合計（予算外契約権能、要使用残高の繰越金及び過年度予算の不要額の再計上額を除く。）をいう。

2 前記のほか、各会計年度における防衛の目的のための予算のいかなる要使用残高も繰り越されるものとする。

本大臣は、さらに、前記の経費の減額の年額が、前記の取極に基き、両政府間の合意によつて毎年定められるものとし、その合意の中には相互に受諾しうると認められた他の関連事項が含まれるもの

二十五条2(b)の規定の要求する経費を毎年漸減することに関する日本
本国の昭和三十二会計年度から適用される次の取扱に同意されると
を日本国政府に代つて提案する光栄を有します。日本国政府及び
アメリカ合衆国政府は、この取扱に基き、防衛力増強の努力を均等
に負担することになります。

1 (a) 防衛の目的のための予算が毎年増加するに応じ、日本国の昭
和三十二会計年度以後の各会計年度において第二十五条2(b)の
規定に基いてアメリカ合衆国の使用に供される日本国通貨の額
は、前会計年度の額から、各会計年度の防衛の目的のための予
算の前会計年度に対する増加分の二分の一に等しい額を減額し
たものとする。

間の取極を構成する閣下との間の昭和三十一年四月二十四日付の交換公文において、自衛部隊を漸増すること及び日本国とアメリカ合衆国との間の安全保障条約に表現されている「日本国が自国の防衛のため漸増的にみずから責任を負うこと」の期待に従い、今後その財源のより大きい部分を防衛の目的のために振り当てることが日本政府の政策と意向であることを述べました。本大臣は、また、日本国の自衛部隊を増強し、自国の防衛のため漸次より大きい責任を負うために持続的な計画を実施しようとする日本国政府の政策決定を確認しました。

よつて、本大臣は、この書簡及び昨日閣下との間で交換された書簡に掲げた諸事項にかんがみ、アメリカ合衆国政府が、行政協定第

The Japanese Minister for Foreign Affairs to the American Ambassador [1]

書簡をもつて啓上いたします。本大臣は、日本国とアメリカ合衆国との間の安全保障条約第三条に基く行政協定第二十五条に関する規定に、同第二十五条の規定に関する公式議事録に言及する光榮を有します。

この公式議事録には、日本国とアメリカ合衆国との間の安全保障条約に示されているように日本国が漸増的に自国の防衛のため責任を負うことあるべきに応じ、アメリカ合衆国は、そのような防衛のための経費が増加するということにかんがみ、日本国にある合衆国軍隊の維持のための第二十五条²⁾に定める経費の軽減について日本国が行う要請に対して考慮を払う旨が記録されています。

本大臣は、行政協定第二十五条^{2)(b)}の規定の要求する日本国の経費を日本国の昭和三十一会計年度について軽減するための両国政府

¹ The English translation of the note is quoted in the United States note; *post*, p. 777.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,

Tokyo, April 25, 1956.

No. 1691

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note dated April 25, 1956, which reads in the English translation thereof as follows:

"With reference to Article XXV of the Administrative Agreement under Article III of the Security Treaty between Japan and the United States of America, I have the honour to refer to the official minutes [¹] of the Administrative Agreement with respect to Article XXV, in which it is recorded that as Japan may increasingly assume responsibility for its own defense as is indicated in the Security Treaty between Japan and the United States of America, the United States of America will give consideration, in the light of increased expenses required for such defense, to a request by Japan for a reduction in expenditures as provided in paragraph 2 of Article XXV for maintenance of United States armed forces in Japan.

"In the exchange of notes between us on April 24, 1956, constituting an arrangement between our two Governments, reducing for Japanese Fiscal Year 1956 the Japanese expenditures called for in paragraph 2 (b) of Article XXV of the Administrative Agreement, I indicated the policies and intentions of the Government of Japan to increase gradually its self-defense forces and to devote a larger portion of Japan's resources for defense purposes in the future in accordance with expectations expressed in the Security Treaty between Japan and the United States of America that Japan 'will itself increasingly assume responsibility for its own defense'. I also confirmed a policy decision of the Government of Japan to carry out a sustained program for increasing Japan's self-defense forces and for assuming in progressive stages a greater responsibility for its own defense.

"Accordingly, in the light of the considerations outlined in this note and in the notes exchanged between us yesterday, I have the honour to propose on behalf of the Government of Japan that the Government of the United States of America

TIAS 2492.
3 UST, pt. 3, p. 3360.

TIAS 2491.
3 UST, pt. 3, p. 3329.

TIAS 3555.
Ante, p. 761.

¹ Not printed.

agree to the following arrangement to be applied commencing with Japanese Fiscal Year 1957 concerning an annual and progressive reduction in expenditures called for in paragraph 2 (b) of Article XXV of the Administrative Agreement, and under which arrangement the Government of Japan and the Government of the United States will share the increased defense effort in equal portions:

1. (a) With an annual increase in the appropriation for defense purposes, the amount of Japanese currency to be made available to the United States of America under Article XXV 2 (b) for each Japanese fiscal year beginning 1957, will be that for the previous fiscal year reduced by an amount equivalent to one-half of the increase in the appropriation for defense purposes for each fiscal year over that for the previous year.

(b) For the purpose of this arrangement, the 'appropriation for defense purposes' will be the total of funds appropriated for each Japanese fiscal year (exclusive of contract authorization, any carry-over of unexpended appropriations and reappropriations of any rescinded part of previous appropriations) for the National Defense Agency and for the facilities for the United States Forces in Japan as required under Article XXV 2 (a) of the Administrative Agreement.

2. In addition, any unexpended balance from the cash appropriations for defense purposes for each fiscal year will be carried over.

"I have further the honour to propose that under the foregoing arrangement the annual amount of the reduction in the said expenditures will be formalized on a yearly basis by agreement between our two Governments, such agreement to include other pertinent considerations as may be found mutually acceptable. The Government of Japan understands that the conclusion of any such annual agreement would depend upon a mutually satisfactory execution of the agreement or agreements governing reductions in Japanese contributions under the Administrative Agreement for previous periods.

"To this end, therefore, the Government of Japan proposes that the authorities of Japan and the United States of America review on an annual basis, prior to the consideration of an agreement concerning the said annual reduction in expenditures, the status and execution of the sustained defense program and other plans related to the defense of Japan.

"If the proposals as made here are acceptable to the Government of the United States of America, this note and Your

Excellency's reply indicating such acceptance shall be considered as constituting an agreement effective on the date of Your Excellency's note in reply, between the Government of Japan and the Government of the United States of America.

"I avail myself of this opportunity to renew to Your Excellency, Monsieur l'Amambassadeur, the assurances of my highest consideration."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the above proposals of the Government of Japan and to confirm that Your Excellency's Note and this reply are considered as constituting an agreement between the two Governments effective on this date.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Tokyo.

PERU

Relief Supplies and Equipment: Duty-Free Entry and Exemption From Internal Taxation

Agreement amending the agreement of October 21 and 25, 1954.

Effectuated by exchange of notes

Signed at Lima June 23 and August 3, 1955;

Entered into force August 3, 1955.

*The American Charge d'Affaires ad interim to the Peruvian Acting
Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF
AMERICA, LIMA, PERU,

June 23, 1955.

No. 457

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. M-6-3/53 of October 25, 1954 and particularly to paragraph 2 of the text of the agreement contained therein which limits the articles subject to the agreement only to dry milk, and to suggest that one of the following be substituted for the words "dried milk" according to the choice of Your Excellency's Government:

TIAS 3128.
5 UST, pt. 3, p.
2727.

- (a) Food
- (b) Surplus food such as dried milk, butter, cheese, cotton-seed oil, shortening.
- or (c) Dried milk, butter and cheese.

At the same time my Government would appreciate knowing whether Your Excellency's Government will extend the same treatment accorded to the activities of CARE in Peru, as set forth in Note M-6-3/10 of February 18, 1955,¹ to all approved voluntary relief and rehabilitation agencies which may have programs for Peru approved by my Government.

I have the honor to propose that, if these understandings meet with the approval of the Government of Peru, this note and Your Excellency's note in reply constitute an amendment to the agreement between our two Governments accomplished by the exchange of notes dated October 21 and 25, 1954.

TIAS 3128.
5 UST, pt. 3, p.
2725.

¹ Not printed.

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

CLARE H. TIMBERLAKE
Chargé d'Affaires ad interim

His Excellency

Dr. ALEJANDRO FREUNDT Y ROSELL,
Acting Minister of Foreign Affairs, Lima.

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

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D): 6-3/57

LIMA, 3 de Agosto de 1955

SEÑOR ENCARGADO DE NEGOCIOS:

Con referencia a su atenta Nota N° 457, de 23 de Junio último, me es grato hacer llegar a Vuestra Señoría, adjunta, una copia del oficio N° 21, de fecha 26 del mes próximo pasado, del Ministerio de Hacienda y Comercio, en el que se da respuesta favorable a la sugerición de esa Embajada de modificar el párrafo 2 del Acuerdo entre el Perú y los Estados Unidos de América sobre exenciones y facilidades a las agencias de rehabilitación y socorro no lucrativas establecidas en ese país para el envío y distribución en el Perú de productos agrícolas alimenticios sobrantes. Ese Ministerio indica los términos que convendría utilizar en ese párrafo.

Aprovecho la oportunidad para reiterarle, Señor Encargado de Negocios, las seguridades de mi distinguida consideración.

D. F. AGUILAR

Al Honorable Señor CLARE H. TIMBERLAKE
*Encargado de Negocios a. i. de los
Estados Unidos de América.
Ciudad.-*

C O P I A

REPUBLICA DEL PERU
MINISTERIO DE HACIENDA Y COMERCIO

of. N° 21

LIMA, 26 de Julio de 1955

SEÑOR MINISTRO DE ESTADO EN EL DESPACHO DE
RELACIONES EXTERIORES.

Tengo el agrado de acusar a Ud. recibo de su estimable oficio n° 2-5/424, de 30 de Junio último, con el que se digna usted

enviarme copia de la traducción de la Nota N° 457 de la Embajada de los Estados Unidos de América, de fecha 23 del mismo mes, en la que transmite la propuesta de su Gobierno para efectuar algunas enmiendas en el Acuerdo entre los dos países sobre exenciones y facilidades a las agencias de rehabilitación y socorro no lucrativas establecidas en los Estados Unidos para el envío y distribución en el Perú de productos agrícolas alimenticios sobrantes.

En respuesta me es grato manifestar a usted que mi Despacho considera que no habría inconveniente para modificar el párrafo 2 de dicho Acuerdo, sustituyendo el término de "Leche en polvo", por la denominación más genérica de "Alimentos"; aunque se permite sugerir que el término "productos alimenticios necesarios" quizás sería más adecuado.

Reitero a usted, señor Ministro, los sentimientos de mi más distinguida consideración.

Dios guarde a usted.

(Fdo.) EMILIO GUIMOYE.

Copia fiel del original.

Translation

MINISTRY OF FOREIGN AFFAIRS

NUMBER (D):6-3/57

LIMA, August 3, 1955

MR. CHARGÉ D'AFFAIRES:

With reference to your courteous note No. 457, of June 23 last, I take pleasure in transmitting to you a copy of official communication No. 21, dated the 26th of last month, from the Ministry of Finance and Commerce, in which a favorable reply is given to your Embassy's suggestion to amend paragraph 2 of the agreement between Peru and the United States of America on exemptions and facilities for the nonprofit rehabilitation and relief agencies established in your country for the shipment [to] and distribution in Peru of surplus agricultural food products. That Ministry indicates the terms that it would be suitable to use in that paragraph.

I avail myself of the opportunity to renew to you, Mr. Chargé d'Affaires, the assurances of my distinguished consideration.

D. F. AGUILAR

Mr. CLARE H. TIMBERLAKE,
*Chargé d'Affaires ad interim of the
United States of America,
City.*

C O P Y

REPUBLIC OF PERU
MINISTRY OF FINANCE AND COMMERCE

Of. No. 21

LIMA, July 26, 1955

MR. MINISTER OF STATE FOR
FOREIGN RELATIONS:

I take pleasure in acknowledging receipt of your valued official communication No. 2-5/424 of June 30 last, with which you were good enough to send me a copy of the translation of note No. 457 of the Embassy of the United States of America, dated the 23d of the same month, transmitting its Government's proposal to make certain amendments in the agreement between the two countries on exemptions and facilities for the nonprofit rehabilitation and relief agencies established in the United States for the shipment [to] and distribution in Peru of surplus agricultural food products.

In reply I am happy to inform you that my Office deems that there would be no objection to amending paragraph 2 of the said agreement, replacing the term "dried milk" by the more generic term "food," although it takes the liberty of suggesting that the term "necessary food products" would perhaps be more suitable.

I renew to you, Mr. Minister, the assurances of my most distinguished consideration.

God keep you.

(Signed) EMILIO GUIMOYE

A true copy of the original.

PARAGUAY

Guaranty of Private Investments

*Agreement signed at Asunción October 28, 1955;
Entered into force provisionally November 15, 1955,
and definitively May 4, 1956.*

AGREEMENT BETWEEN THE GOVERNMENTS OF PARAGUAY AND OF THE UNITED STATES OF AMERICA

ACUERDO ENTRE LOS GOBIERNOS DE LA REPUBLICA DEL PARAGUAY Y DE LOS ESTADOS UNIDOS DE AMERICA

Con el deseo de intensificar las amistosas relaciones que unen a ambos países;

Reconciendo que la inversión en el Paraguay de capitales privados provenientes de los Estados Unidos de América, puede estimular la economía del Paraguay, dando por resultado la activación de su producción y el mayor intercambio comercial entre el Paraguay y los Estados Unidos de América,

Y con tales propósitos, han convenido el siguiente

ACUERDO:

ARTICULO PRIMERO

Los Gobiernos del Paraguay y de los Estados Unidos de América convienen en consultar a petición de cualquiera de ellos e intercambiar informaciones, respecto de los proyectos de

Desiring to strengthen the friendly relations which unite the two countries;

Recognizing that the investment in Paraguay of private capital originating in the United States of America can stimulate the economy of Paraguay, thereby bringing about a rise in its production, and an increase in trade between Paraguay and the United States of America,

And with these objectives, have concluded the following

AGREEMENT:

ARTICLE ONE

The Governments of Paraguay and of the United States of America agree to consult, at the request of either of them, and to exchange information regarding projects for invest-

inversión en el Paraguay propuestos por nacionales de los Estados Unidos de América, de capitales substancialmente estadounidenses, que específicamente contengan una petición para acogerse a garantías estatales autorizadas por la Sección 413 (b) (4) de la Ley estadounidense de Seguridad Mutua de 1954, con las enmiendas aprobadas hasta la fecha, para asegurarlos contra pérdidas que resulten de inconvertibilidad, confiscación o expropiación.

68 Stat. 847.
22 U. S. C. § 1933
(b) 4.

ARTICULO SEGUNDO

El Gobierno de los Estados Unidos de América o los organismos oficiales que estén designados para la atención de estas materias, no otorgarán las garantías antes mencionadas a ningún proyecto que no sea aprobado por escrito por el Gobierno del Paraguay.

ARTICULO TERCERO

Si el Gobierno de los Estados Unidos de América efectúa pagos en dólares a cualquier persona en virtud de las garantías antes mencionadas, el Gobierno del Paraguay reconocerá la subrogación a los Estados Unidos de América de todo derecho, título, interés, o reclamaciones nacidas de los mismos, de tal persona en bienes, dinero, crédito u otra propiedad a cuenta de los cuales se hayan hecho dichos pagos.

ment in Paraguay, proposed by nationals of the United States of America, of substantially United States capital, which specifically contain a request for governmental guarantees authorized by Section 413 (b) (4) of the United States Mutual Security Act of 1954, as amended to date, to insure against losses resulting from inconvertibility, confiscation, or expropriation.

ARTICLE TWO

The Government of the United States of America or any official agencies that may be designated to handle these matters will not authorize the aforementioned guarantees for any project that does not have the written approval of the Government of Paraguay.

ARTICLE THREE

If the Government of the United States of America makes payments in dollars to any person by reason of the aforementioned guarantees, the Government of Paraguay will recognize the subrogation of the United States of America to any right, title, interest, or claims arising therefrom, of such person in property, money, credit, or other property on account of which the said payments have been made.

ARTICULO CUARTO

Las sumas en moneda Paraguaya que haya adquirido el Gobierno de los Estados Unidos de América conforme con las subrogaciones señaladas en el artículo anterior, tendrán un tratamiento no menos favorable que el que reciben en el Paraguay los fondos privados de transacciones de nacionales estadounidenses que sean comparables a las transacciones cubiertas por tales garantías. Estas sumas estarán a la libre disposición del Gobierno de los Estados Unidos de América para gastos administrativos en el Paraguay.

ARTICULO QUINTO

Será el sujeto de negociaciones directas entre los dos Gobiernos cualquier reclamo que, como resultado de los pagos cubiertos por tales garantías, haya sido subrogado al Gobierno de los Estados Unidos de América en contra del Gobierno del Paraguay. Si ambos Gobiernos no llegasen a un acuerdo dentro de un período de tiempo razonable, estos reclamos serán sometidos para determinación final a un árbitro único, elegido de acomún acuerdo.

Si los Gobiernos no pueden ponerse de acuerdo dentro de un plazo de tres meses sobre la elección del árbitro, éste será el que designe el Presidente de la Corte Internacional de Justicia, de La Haya, quien podrá

ARTICLE FOUR

Any sums in Paraguayan currency acquired by the Government of the United States of America pursuant to the subrogations set forth in the foregoing article shall enjoy treatment no less favorable than that accorded in Paraguay to private funds from transactions of United States nationals that are comparable to transactions covered by such guarantees. These sums shall be freely available to the Government of the United States of America for administrative expenses in Paraguay.

ARTICLE FIVE

Any claims which, as a result of the payments covered by such guarantees, have been subrogated to the Government of the United States of America against the Government of Paraguay shall be the subject of direct negotiations between the two Governments. If the two Governments do not reach an agreement within a reasonable period of time, these claims shall be submitted for final determination to a single umpire selected by common accord

If the Governments are unable to agree within a period of three months on the selection of an umpire, such umpire shall be designated by the President of the International Court of Justice at the Hague, who may

ser requerido para este efecto por qualquiera de los dos Gobiernos.

ARTICULO SEXTO

El presente Acuerdo entrará en vigor el quince de Noviembre del año en curso sin perjuicio de su ratificación por el procedimiento constitucional de cada una de las partes contratantes.

Todas las obligaciones, derechos o acciones nacidos en virtud de este Acuerdo serán válidos hasta su total terminación, aun pasada la validez del presente Acuerdo.

En fe de lo cual, se firma este Acuerdo, en dos ejemplares de un mismo tenor, en idioma español e inglés, en la ciudad de Asunción, Capital de la República del Paraguay, a los veintiocho días del mes de Octubre de mil novecientos cincuenta y cinco.

POR LA REPUBLICA DEL
PARAGUAY

H. SÁNCHEZ QUELL
Ministro de Relaciones Exteriores

be called upon for that purpose by either Government.

ARTICLE SIX

This agreement shall enter into force on the fifteenth day of November of the present year provisionally, subject to its ratification [¹] by the constitutional procedures of each of the Contracting Parties.

All obligations, rights, or actions arising by virtue of this agreement shall be valid until their total termination, even though the validity of the present agreement may have expired.

In witness whereof this agreement is signed, in two copies of the same tenor in the Spanish and English languages, in the City of Asunción, capital of the Republic of Paraguay, on the twentyeighth day of October of nineteen hundred and fifty five.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

ARTHUR A. AGETON
*Ambassador of the United States
of America*

[SEAL]

¹ Notification of "approval and ratification" by the Government of Paraguay was received in the Department of State on May 4, 1956.

FEDERAL REPUBLIC OF GERMANY

Operation of Certain Radio Installations

*Agreement, with Annex, signed at Bonn June 11, 1952;
Entered into force May 5, 1955.*

AGREEMENT BETWEEN THE UNITED STATES AND THE FEDERAL REPUBLIC REGARDING OPERATION OF CERTAIN RADIO INSTALLATIONS FROM WITHIN THE FEDERAL REPUBLIC

PREAMBLE

In order to permit the operation of the radio broadcasting stations of the United States of America in the Federal Republic of Germany (ARBIE-American Radio Bases in Europe—and RIAS-Hof) the following agreement is concluded between the Governments of the United States of America and the Federal Republic of Germany:

Article I

The Government of the Federal Republic agrees herewith that the Government of the United States may receive, prepare and transmit radio programs of all kinds (exclusive of television) in the territory of the Federal Republic in accordance with the attached Annex on operating conditions.

These programs will serve the common interests of the United States of America and the Federal Republic as defined in the Convention on Relations between the Three Powers and the Federal Republic of Germany.

TIAS 3425.
6 UST 4251.

Article II

In the operation of the radio installations the Government of the United States will take into account the rules of the International Telecommunications Convention and the Radio Regulations binding the Federal Republic in this field. The Government of the Federal Republic will refer to the Government of the United States any complaints arising out of the operation of ARBIE and RIAS-Hof including those from governments with which it has no direct relations.

TIAS 1901.
63 Stat., pt. 2, p.
1399.

Whenever the Government of the Federal Republic, in future, intends to conclude any international agreements or arrangements which may have an influence on this agreement, it will consult with the Government of the United States.

Article III

The Government of the Federal Republic agrees that the Government of the United States may acquire by purchase or lease properties necessary for the operation of the installations described in the Annex. The Government of the United States will take steps immediately to acquire ownership of, or rights by lease to, all property and equipment necessary for the operation of ARBIE and RIAS-Hof and not already owned or leased by the Government of the United States. The Government of the Federal Republic agrees to use its good offices in aiding the Government of the United States in the acquisition of these properties, in accordance with the applicable legal requirements. The Government of the United States shall have the right to dismantle, to remove, or to sell, at its discretion any facilities which it has installed or may install.

Article IV

Equipment and supplies necessary for the erection, operation and maintenance of these facilities may be imported into the territory of the Federal Republic free of duties and other levies without being subject to prohibitions or restrictions. The sale and other disposition of the imported equipment and supplies within the territory of the Federal Republic will require the consent of the appropriate German authorities.

Acquisition, operation and maintenance of the properties comprising ARBIE and RIAS-Hof are exempted from all taxes and similar levies which accrue exclusively to the Federal Republic. The Federal Republic undertakes to obtain exemption in respect of taxes and similar levies which accrue in whole or in part to the Laender or Gemeinden (Gemeindeverbaenden).

ARBIE and RIAS-Hof shall not be subject to any legislation concerning radio broadcasting which may in any way be discriminatory to their operation or be detrimental to the objectives of this agreement.

Article V

The Governments of the United States and the Federal Republic agree to take all steps necessary which are designed to assure the unhindered operation of their respective radio installations.

Article VI

Disputes relative to this agreement or the attached Annex will be settled by direct negotiations between the two governments and, if the governments do not agree within a period of three months, then by arbitration. Arbitration will be by a tribunal of three members. Each government will appoint one member, and the two will select the third. In the event of failure of either government to designate an arbitrator, or if the two arbitrators designated are unable to agree on the third arbitrator, the task of completing the composition of the tribunal shall be referred on the application of either government to the President of the International Court of Justice.

The arbitration tribunal shall meet in the Federal Republic. Expenses shall be met equally by both governments.

Both governments will agree on the procedure of the arbitration tribunal either in particular cases or generally. Failing such agreement the procedure will be determined by the arbitration tribunal itself. The procedure may be in writing unless one of the governments objects.

As regards the summoning and examination of witnesses and experts the authorities of each government will grant legal assistance if the arbitration tribunal so requests the government concerned.

Article VII

This agreement shall come into force [¹] at the same time as the Convention on Relations between the Three Powers and the Federal Republic of Germany.

It can be terminated by either government on one year's advance notice but such notice may be given only after the agreement has been in force for five years.

IN FAITH WHEREOF the undersigned representatives duly authorized thereto by their respective Governments have signed this agreement.

Done at Bonn this eleventh day of June 1952 in two texts, in the English and German languages, both being equally authentic.

For the Government of the
UNITED STATES OF AMERICA:

SAMUEL REBER

[SEAL]

For the Government of the
FEDERAL REPUBLIC
OF GERMANY:

ADENAUER

[SEAL]

¹ May 5, 1955.

ANNEX OF OPERATING CONDITIONS

I. The Federal Republic acting through the Federal Minister for Posts and Telecommunications (BPMIn) herewith grants to the United States of America, as represented by the Department of State, the right to operate as foreign radio stations in the territory of the Federal Republic the radio installations hereinafter listed and identified, under the following conditions:

- A. The radio stations will exclusively use frequencies and call signs assigned to them by the appropriate authorities of the Government of the United States. The frequencies and call signs used are to be notified to the Federal Republic and to the appropriate organs of the International Telecommunications Union.
- B. The radio installations may be used only for broadcasting purposes of the Government of the United States, including relay and rebroadcast of programs from sources other than the Government of the United States provided that in the case of broadcasting organizations located in the Federal Republic the necessary arrangements have been made with the broadcasting organizations concerned.
- C. The Government of the United States agrees that, in the transmission of radio programs between points within the Federal Republic it will use exclusively the program circuits, wire or radio, of the Deutsche Bundespost where available in accordance with the applicable rate structure.
- D. Changes in technical characteristics such as performance, frequencies and call signs of radio installations described in Part II below and additional installations which may be erected will be notified in advance to the BPMIn except that in the event of emergencies requiring immediate action simultaneous notification will be given the BPMIn.
- E. If the operation of the radio installations interferes with the radio services of the Federal Republic, the Government of the United States, in coordination with the Government of the Federal Republic, will take the steps necessary to remove the harmful interferences as quickly as possible.
- F. Personnel of the Deutsche Bundespost, if properly identified and if approved by the chief of the radio installation concerned, will be granted permission to have access to all

technical equipment of the radio installations during duty hours, and after prior notification, outside duty hours.

II. The operating conditions apply to the following installations:

Transmitters in Use at Ismaning

<u>Number</u>	<u>Power</u>	<u>Type</u>	<u>Service</u>
4	100 kw	Short Wave	Broadcast (one partly point-to-point with New York for program coordination)
2	8 kw	Short Wave	Broadcast
1	8 kw	Short Wave	Radio Teletype and Broadcast
2	1 kw	Short Wave	Cable Wireless
4	500 watt	Short Wave	Standby Broadcast
2	150 kw	Medium Wave	Broadcast
1	50 watt	VHF	Emergency Link

Transmitter in Use at Hof

1 40 kw Medium Wave Broadcast

Receiving Station at Obermenzing

3 50 watt VHF Emergency Link

Diversity receiving equipment, recording and switching facilities.

Vorstehendes Abkommen der Vereinigten Staaten mit der Bundes-Republik Deutschland über den Betrieb gewisser Rundfunkanlagen innerhalb der Bundesrepublik mit Anhang über die Betriebsbedingungen, enthaltend 8 Seiten, ist eine Fotokopie des unterzeichneten Originals, was hiermit beglaubigt.

BONN, den 30. Januar 1953

Auswärtiges Amt
Jm Auftrag

[SEAL]



ABKOMMEN ZWISCHEN DER BUNDESREPUBLIK UND DEN
VEREINIGTEN STAATEN ÜBER DEN BETRIEB GEWISSE RUNDFUNKANLAGEN INNERHALB DER BUNDESREPUBLIK

Präambel

Um den Betrieb der Rundfunkstationen der Vereinigten Staaten von Amerika in der Bundesrepublik Deutschland (ARBE - Amerikanische Rundfunkstationen in Europa und RIAS-Hof) zu ermöglichen, schliessen die Regierungen der Bundesrepublik Deutschland und der Vereinigten Staaten von Amerika das folgende Abkommen:

Artikel I

Die Regierung der Bundesrepublik erklärt sich damit einverstanden, dass die Regierung der Vereinigten Staaten im Gebiet der Bundesrepublik nach Massgabe der im Anhang aufgeführten Betriebsbedingungen Rundfunkprogramme aller Art (ausser Fernsehprogramme) empfangen, vorbereiten und senden kann.

Diese Programme werden den gemeinsamen Interessen der Bundesrepublik und der Vereinigten Staaten von Amerika dienen, wie sie im Vertrag über die Beziehungen zwischen der Bundesrepublik und den Drei Mächten festgelegt sind.

Artikel II

Beim Betrieb der Funkanlagen wird die Regierung der Vereinigten Staaten die Bestimmungen des Internationalen Fernmeldevertrages und die die Bundesrepublik auf diesem Gebiet bindenden Rundfunkvorschriften berücksichtigen. Die Regierung der Bundesrepublik wird der Regierung der Vereinigten Staaten alle Beschwerden zuleiten, die sich aus dem Betrieb von ARBIE und RIAS-Hof ergeben, einschliesslich der Beschwerden von Regierungen, mit denen die Bundesrepublik keine direkten Beziehungen unterhält.

Beabsichtigt die Regierung der Bundesrepublik künftig den Abschluss internationaler Abkommen oder Absprachen, die sich auf das vorliegende Abkommen auswirken könnten, so wird sie sich mit der Regierung der Vereinigten Staaten ins Benehmen setzen.

Artikel III

Die Regierung der Bundesrepublik erklärt sich damit einverstanden, dass die Regierung der Vereinigten Staaten diejenigen Vermögenswerte durch Kauf oder Miete erwirbt, die zum Betrieb der im Anhang aufgeführten Anlagen notwendig sind. Die Regierung der Vereinigten Staaten wird sofort alle Massnahmen treffen, um die Vermögens- und Ausrüstungsgegenstände, die zum Betrieb von ARBIE und RIAS-Hof notwendig sind, zu erwerben oder zu mieten, soweit diese nicht bereits Eigentum der Regierung

der Vereinigten Staaten sind oder von ihr gemietet worden sind. Die Regierung der Bundesrepublik erklärt sich bereit, nach Massgabe der einschlägigen Rechtsvorschriften der Regierung der Vereinigten Staaten beim Erwerb dieser Gegenstände ihre guten Dienste zur Verfügung zu stellen. Die Regierung der Vereinigten Staaten ist berechtigt, nach eigenem Ermessen die von ihr errichteten oder in Zukunft zu errichtenden Betriebsanlagen abzumontieren, zu entfernen oder zu verkaufen.

Artikel IV

Die für die Errichtung, den Betrieb und die Instandhaltung dieser Anlagen erforderlichen Gegenstände dürfen frei von Zöllen und sonstigen Abgaben sowie von Einführverboten oder -beschränkungen in das Bundesgebiet verbracht werden. Eine Weiterveräusserung der eingebrachten Gegenstände im Bundesgebiet ist nur mit Zustimmung der zuständigen deutschen Behörden gestattet.

Erwerb, Betrieb und Instandhaltung der Vermögensgegenstände von ARBIE und RIAS-Hof sind von allen Steuern und ähnlichen Abgaben, deren Aufkommen ausschliesslich dem Bund zufließt, befreit. Hinsichtlich der Steuern und ähnlichen Abgaben, deren Aufkommen ganz oder teilweise den Ländern oder Gemeinden (Gemeindeverbänden) zufließen, verpflichtet sich die Bundesregierung, die Befreiung herbeizuführen.

ARBIE und RIAS-Hof unterliegen keinen Vorschriften des Rundfunkrechts, die in irgendeiner Weise den Betrieb beeinträchtigen oder für die Ziele dieses Abkommens nachteilig sind.

Artikel V

Die Regierungen der Bundesrepublik und der Vereinigten Staaten von Amerika verpflichten sich, die erforderlichen Massnahmen zu treffen, um den ungehinderten Betrieb ihrer Funkanlagen sicherzustellen.

Artikel VI

Streitigkeiten, die dieses Abkommen oder seinen Anhang betreffen, werden durch direkte Verhandlungen zwischen den beiden Regierungen beigelegt und, wenn innerhalb von drei Monaten keine Einigung erzielt wird, durch schiedsgerichtliches Verfahren entschieden. Die schiedsgerichtlichen Funktionen werden durch ein aus drei Mitgliedern bestehendes Schiedsgericht ausgeübt. Jede der beiden Regierungen ernennt ein Mitglied; die beiden so ernannten Mitglieder wählen das dritte Mitglied. Falls eine Regierung versäumt, einen Schiedsrichter zu ernennen, oder die beiden Schiedsrichter sich nicht auf einen Dritten einigen können, so wird auf Antrag einer der beiden Regierungen die Aufgabe, das Schiedsgericht vollständig zu besetzen, dem Präsidenten des Internationalen Gerichtshofes übertragen.

Das Schiedsgericht tagt in der Bundesrepublik. Die Kosten sind von beiden Regierungen zu gleichen Teilen zu tragen.

Beide Regierungen werden sich im Einzelfall oder ein für allemal über das Verfahren des Schiedsgerichts verständigen. In Ermangelung einer solchen Verständigung wird das Verfahren von dem Schiedsgericht selbst bestimmt. Das Verfahren kann schriftlich sein, wenn keine der Regierungen Einspruch erhebt.

Hinsichtlich der Ladungen und Vernehmung von Zeugen und Sachverständigen werden die Behörden jeder der beiden Regierungen auf das vom Schiedsgericht an die betreffende Regierung zu richtende Ersuchen Rechtshilfe leisten.

Artikel VII

Das Abkommen tritt gleichzeitig mit dem Vertrag über die Beziehungen zwischen der Bundesrepublik Deutschland und den Drei Mächten in Kraft.

Es kann von jeder der beiden Regierungen mit einjähriger Frist gekündigt werden, jedoch erstmalig nach Ablauf von fünf Jahren nach dem Tage des Inkrafttretens.

ZU URKUND DESSEN haben die unterzeichneten von
ihren Regierungen gehörig beglaubigten Vertreter
diesen Vertrag unterschrieben.

Geschehen zu Bonn am elften Tage
des Monats Juni 1952 in deutscher und englischer
Sprache, wobei beide Fassungen gleichermassen
authentisch sind.

Für die Bundesrepublik

Deutschland:

ADENAUER

[SEAL]

Für die Vereinigten Staaten

von Amerika:

SAMUEL REBER

[SEAL]

ANHANG ÜBER BETRIEBSBEDINGUNGEN

I. Die Bundesrepublik, vertreten durch den Bundesminister für das Post- und Fernmeldewesen (BPMin), gewährt hiermit den Vereinigten Staaten von Amerika, vertreten durch das Department of State, das Recht zum Betrieb der nachstehend aufgeführten und im einzelnen bezeichneten Rundfunkanlagen als ausländische Rundfunkstationen auf dem Gebiet der Bundesrepublik unter folgenden Bedingungen:

- A) Die Rundfunkstationen benutzen ausschliesslich die Frequenzen und Rufzeichen, die die zuständigen Stellen der Regierung der Vereinigten Staaten ihnen zugewiesen haben. Die benutzten Frequenzen und Rufzeichen sind der Bundesregierung und den zuständigen Organen des ITU mitzuteilen.
- B) Die Rundfunkanlagen dürfen lediglich zu Rundfunkzwecken der Regierung der Vereinigten Staaten verwandt werden, einschliesslich Weiterleitung und Wiederholung von Programmen aus anderen Quellen als der Regierung der Vereinigten Staaten, vorausgesetzt dass, soweit es sich um Rundfunkgesellschaften im Gebiet der Bundesrepublik handelt, die notwendigen Abmachungen mit ihnen getroffen worden sind.

- C) Die Regierung der Vereinigten Staaten erklärt sich damit einverstanden, dass sie bei der Übertragung von Rundfunkprogrammen und für die Besprechung der Rundfunksender innerhalb der Bundesrepublik ausschliesslich die Rundfunkleitungen der Deutschen Bundespost auf Draht- und Funkwegen nach Massgabe der jeweils geltenden Gebührenordnung verwenden wird, soweit solche vorhanden sind.
- D) Änderungen in Bezug auf technische Eigenschaften, wie z.B. Leistung, Frequenz und Rufzeichen der Funkanlagen, die in II. beschrieben sind, sowie zusätzliche Anlagen, die errichtet werden sollten, sind im voraus dem Bundespostminister anzugeben; jedoch genügt in dringlichen Fällen, in denen sofortiges Handeln nötig ist, die gleichzeitige Anzeige an den Bundespostminister.
- E) Wenn durch den Betrieb der Funkanlagen Funkdienste der Bundesrepublik gestört werden, sind von der Regierung der Vereinigten Staaten in Zusammenarbeit mit der Bundesregierung die erforderlichen Massnahmen zu ergreifen, um schädliche Störungen so schnell wie möglich zu beseitigen.
- F) Ordnungsgemäss ausgewiesenen Personal der Deutschen Bundespost wird bei Zustimmung des

Leiters der betreffenden Funkanlagen Zutritt zu allen technischen Einrichtungen der Funkanlagen während der Dienstzeiten und, nach vorheriger Benachrichtigung, auch ausserhalb der Dienstzeiten gewährt.

II. Die Betriebsbedingungen gelten für folgende Anlagen:

In Ismaning in Betrieb stehende Sender:

<u>Zahl</u>	<u>Stärke</u>	<u>Art</u>	<u>Dienst</u>
4	100 kw	Kurzwelle	Rundfunk (einer teilweise für die Standverbindung mit New York zwecks Programmabstimmung)
2	8 kw	Kurzwelle	Rundfunk
1	8 kw	Kurzwelle	Funkfernschreiben und Rundfunk
2	1 kw	Kurzwelle	Drahtloser Funk
4	500 W	Kurzwelle	Rundfunkreserve
2	150 kw	Mittelwelle	Rundfunk
1	50 W	UKW	Notbetrieb

In Hof in Betrieb stehender Sender:

1	40 kw	Mittelwelle	Rundfunk
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Empfangsstation in Obermenzing:

3	50 W	UKW	Notbetrieb
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Empfangsgerät für verschiedene Zwecke, Aufnahme und Schaltanrichtungen.

Vorstehendes Abkommen der Bundesrepublik Deutschland mit den Vereinigten über den Betrieb gewisser Rundfunkanlagen innerhalb der Bundesrepublik mit Anhang über die Betriebsbedingungen, enthaltend 9 Seiten, ist eine Fotokopie des unterzeichneten Originals, was hiermit beglaubigt

BONN, den 30. Januar 1953

Auswärtiges Amt
Jm Auftrag

[SEAL]

MULTILATERAL

Austria: Transfer of Property, Rights and Interests

*Memorandum of declarations by the United States of America, the
United Kingdom, and Austria*

Dated at Vienna May 10, 1955;

Entered into force May 10, 1955.

*With declarations by Austria of September 21 and November 29, 1949,
and July 31, 1951.*

Memorandum

über die Ergebnisse der Besprechungen
zwischen Mitgliedern der österreichi-
schen Bundesregierung und den Botschaf-
tern Ihrer Königlichen Britannischen
Majestät und der Vereinigten Staaten
von Amerika

Aus Anlaß der Botschafterkonferenz in Wien haben zum
Zwecke des ehesten Abschlusses des österreichischen Staats-
vertrages zwischen dem Botschafter Ihrer Königlichen Bri-
tannischen Majestät, Sir Geoffrey Arnold WALLINGER, K.C.
M.G., und dem Botschafter der Vereinigten Staaten von Ame-
rika, Herrn Llewellyn E. THOMPSON, einerseits und den Mit-
gliedern der österreichischen Bundesregierung, Herrn Bun-
deskanzler Ing. Julius RAAB, Vizekanzler Dr. Adolf SCHÄRF,
Bundesminister für die Auswärtigen Angelegenheiten, Dr.h.
c. Leopold FIGL, Staatssekretär für die Auswärtigen Ange-
legenheiten Dr. Bruno KREISKY, andererseits, Besprechungen
mit folgendem Ergebnis stattgefunden:

I.

- 1) Die beiden Botschafter haben den oben angeführten
Mitgliedern der österreichischen Bundesregierung die Ver-
sicherung abgegeben, daß das Vereinigte Königreich und
die Vereinigten Staaten von Amerika Eigentum, Rechte und
Interessen, die Gegenstand des Artikels 35, Absatz 11, des
Staatsvertragsentwurfes in seiner vorliegenden Form sind,
an Österreich übertragen werden.

2) Die beiden Botschafter verwiesen auf die Tatsachen, daß die in der amerikanischen und britischen Zone gelegenen, früheren deutschen Vermögenswerte schon seit 1946 in die Kontrolle der österreichischen Verwaltung übergeben worden waren. In Entsprechung der von ihren Regierungen im Jahre 1949 erklärten Absicht, die früheren deutschen Vermögenswerte im westlichen Österreich mit dem Inkrafttreten des österreichischen Staatsvertrages an Österreich zu übergeben, haben ihre Regierungen außerhalb Österreichs Maßnahmen für die Anerkennung des zukünftigen Rechtstitels Österreichs an diesen Vermögenswerten getroffen.

3) Diese früheren deutschen Vermögenswerte werden auf Grund des österreichischen Staatsvertrages an Österreich übertragen werden, um die österreichische Volkswirtschaft zu stärken und um Österreich für seinen Verzicht auf die aus der Zeit der Besetzung Österreichs durch Deutschland herrührenden, gegenüber Deutschland bestehenden Forderungen in einem gewissen Ausmaß zu entschädigen.

4) Diese Übertragung erfolgt überdies ohne Bezahlung oder eine andere Leistung durch Österreich an das Vereinigte Königreich und die Vereinigten Staaten von Amerika.

5) Der Botschafter der Vereinigten Staaten von Amerika erklärt sein Einverständnis, daß seine Regierung nicht beabsichtige, die von den Vereinigten Staaten von Amerika in Österreich für Besatzungszwecke errichteten Bauten zu entfernen und daß seine Regierung bereit sei, alle Vorschläge der österreichischen Bundesregierung für den vorteilhaften Erwerb dieser Vermögenswerte, fester Ausstattungen und Einrichtungen durch Österreich unverzüglich und wohlwollend zu erwägen.

6) Der Botschafter Ihrer Königlichen Britannischen Majestät bestätigte, daß alle auf Kosten des Vereinigten Königreichs gebauten Familienwohnhäuser den österreichischen Behörden in einer für Österreich vorteilhaften Weise werden übergeben werden. Desgleichen wird eine ähnliche Verfügung über Einrichtungsgegenstände und feste Ausstattungen, die den Besatzungsstreitkräften des Vereinigten Königreiches in Österreich gehören, in wohlwollende Erwägung gezogen werden.

7) Um das endgültige Einvernehmen über den Text des österreichischen Staatsvertrages zu beschleunigen, erklärten die beiden Botschafter ihre Zustimmung, daß sie die österreichische Regierung in ihren Bemühungen unterstützen werden, für Österreich günstige, mögliche Änderungen des Staatsvertrages zu erreichen.

8) Der Botschafter Ihrer Königlichen Britannischen Majestät erklärte ferner seine Zustimmung, daß er die Streichung der Annexe VIII und X auf Antrag der österreichischen Regierung unterstützen würde, soweit er hiezu in der Lage sei.

Es wurde erklärt, daß Österreich den Bestimmungen dieser Annexe hinsichtlich der wenigen in Betracht kommenden Fälle, soweit dies noch notwendig sein sollte, durch bilaterale Regelungen Rechnung tragen wird.

II.

Im Hinblick auf die von den Botschaftern Ihrer Königlichen Britannischen Majestät und der Vereinigten Staaten von Amerika unter I. abgegebenen Erklärungen erklärten die oben genannten Mitglieder der österreichischen Bundesregierung, sobald als möglich nach Inkrafttreten des Staatsvertrages, längstens aber, soferne im folgenden nichts anderes bestimmt ist, binnen 21 Monaten nach Inkrafttreten des Staatsvertrages für die Herbeiführung folgender Beschlüsse und Maßnahmen Sorge tragen zu wollen:

1. Den Firmen Anglo-Saxon Petroleum Co. Ltd. und Socony Vacuum Oil Co. sollen im Hinblick auf ihre vor dem Inkrafttreten des Staatsvertrages bestandenen indirekten 100%igen Eigentumsrechte an der Lobauer-Raffinerie und der Zistersdorf-Lobau Ölleitung, diese Vermögenswerte entweder direkt oder an ihre Tochtergesellschaft Österreichische Mineralölwerke übergeben werden. Falls die österreichische

Bundesregierung verhindert ist, dies zu tun, wird sie die genannten Unternehmungen im Sinne der Erklärung vom 29. November 1949 angemessen befriedigen.

2. Die Firmen Anglo-Saxon Petroleum Co. Ltd. und Standard Oil Co.-N.J. werden hinsichtlich ihrer vor dem Inkrafttreten des Staatsvertrages bestandenen indirekten 50%igen (je 25%igen) Beteiligung an der Korneuburger Raffinerie im Sinne der Erklärung vom 29. November 1949 angemessen befriedigt werden.

3. Die Firmen Anglo-Saxon Petroleum Co. Ltd. und Standard Oil Co.-N.J. werden im Hinblick auf ihre 50%ige (je 25%ige) indirekte Beteiligung an den im östlichen Österreich gelegenen Verteileranlagen der Deutschen Gasolin AG. und der Gasolin Ges.m.b.H. dadurch befriedigt werden, daß an sie der 50%ige deutsche Anteil an den Verteileranlagen der Deutschen Gasolin AG. und ihrer Tochtergesellschaft Gasolin Ges.m.b.H. im westlichen Österreich übertragen wird.

4. Hinsichtlich einer allfälligen amerikanischen 25%igen indirekten Beteiligung an der Hotel Nordbahn-Gesellschaft und hinsichtlich einer allfälligen 5,06%igen britischen indirekten Beteiligung an der Osram Ges.m.b.H. werden Anteilsrechte gleichen inneren Wertes an wirtschaftlich gleichartigen anderen Unternehmungen in Österreich übergeben werden. Falls die österreichische Bundesregierung hiezu nicht in der Lage wäre, werden die Anteilsberechtigten hiefür angemessen befriedigt werden.

5. Die Fabrik in Atzgersdorf der österreichischen UNILEVER AG., die britisch-holländisches Eigentum ist, wird sobald als möglich an die österreichische UNILEVER AG. übergeben werden.

6. Die Firmen Rohölgewinnungs-Aktiengesellschaft (RAG), Van Sickles und möglicherweise Austrogasco und Steinberg-Naphta haben infolge der deutschen Gesetzgebung oder infolge angeblicher Entziehungen im Sinne der Rückstellungsgesetzgebung Freischurfrechte auf Bitumen eingebüßt. Auf Grund dieser Tatsache und um die Erklärung vom 29. November 1949,

Zl. 89.095-Pol/49, und vom 31. Juli 1951, Zl. 137.556-Pol/51, samt Begleitnote durchzuführen, erklärt sich die österreichische Bundesregierung bereit, soweit dies nicht schon geschehen ist, mit den Firmen oder ihren britischen, kanadischen oder amerikanischen Anteilsberechtigten, die am 12. März 1938 Freischurfrechte besessen und sie infolge der deutschen Gesetzgebung oder durch Entziehung im Sinne der österreichischen Rückstellungsgesetzgebung verloren hatten, in Verhandlungen einzutreten, um zu einer für die Beteiligten befriedigenden Regelung zu gelangen.

Hiebei hat die österreichische Bundesregierung nicht die Absicht, Vermögenswerte der in den Listen Nr. 1 und Nr. 2 zu Artikel 35 des Staatsvertragsentwurfs in der zu Beginn der Botschafterkonferenz vorliegenden Fassung angeführten Gebiete – soweit es sich nicht um Rückstellungsfälle im Sinne der österreichischen Rückstellungsgesetzgebung handelt – in das Eigentum der eingangs genannten Firmen zu übertragen. Die österreichische Bundesregierung beabsichtigt jedoch im Falle der RAG, in erster Linie die gegenständliche Erklärung dadurch zu erfüllen, daß sie Betriebsdurchführungsverträge (operating agreements) zwecks Entwicklung der Öl vorkommen in Österreich mit dieser Firma abzuschließen versucht, die für beide Teile befriedigend sein sollen.

7. A. Die Herren Botschafter Ihrer Königlichen Britannischen Majestät und der Vereinigten Staaten von Amerika haben folgendes erklärt:

a) Die Anglo-Saxon Petroleum Co.Ltd. und Socony Vacuum Oil Co. Inc., welche britische beziehungsweise amerikanische Staatsangehörige sind, waren zur Zeit der Erlassung des Verstaatlichungsgesetzes vom 26. Juli 1946 (BGBl.Nr.168) direkt oder indirekt die Eigentümer der Aktien der Shell-Frids dorfer-Mineralölfabrik beziehungsweise der Vacuum Oil Co. Alle Investitionen in diesen österreichischen Gesellschaften seit dem Inkrafttreten des Verstaatlichungsgesetzes wurden ausschließlich von den Muttergesellschaften oder von den österreichischen Gesellschaften aus ihren eigenen Mitteln gemacht.

b) Die Anglo-Saxon Petroleum Co.Ltd. und die Socony Vacuum Oil Co.Inc., welche britische beziehungsweise amerikanische Staatsangehörige sind, waren zur Zeit der Erlassung des Verstaatlichungsgesetzes vom 26. Juli 1946 (BGBl. Nr. 168) direkt oder indirekt die Eigentümer der Anteilsrechte an der Österreichischen Mineralölwerke Ges.m.b.H. (Ö.M.W.).

c) Die Socony Vacuum Oil Co. Inc. und die Anglo-Saxon Petroleum Co.Ltd., welche amerikanische beziehungsweise britische Staatsangehörige sind, waren zur Zeit der Erlassung des Verstaatlichungsgesetzes vom 26. Juli 1946 die direkten Eigentümer der Aktien der Rohöl-Gewinnungs-AG (RAG).

Die Standard Oil Co.-N.J., welche amerikanische Staatsangehörige ist, war zur selben Zeit direkte Eigentümerin von Anteilsrechten an der Gewerkschaft Austrogasco.

Richard Keith van Sickle, ein kanadischer Staatsangehöriger, war zur selben Zeit direkter Eigentümer der Firma Tiefbohrunternehmen R.K. van Sickle.

Alle Investitionen in RAG und Tiefbohrunternehmen R.K. van Sickle seit dem Inkrafttreten des Verstaatlichungsgesetzes wurden ausschließlich von deren Muttergesellschaften (im Falle des Tiefbohrunternehmens R.K. van Sickle von Mr. Richard Keith van Sickle) oder von ihnen selbst aus ihren eigenen Mitteln gemacht.

B. Unter der Annahme der Richtigkeit dieses unter A. dargelegten Sachverhaltes geben die eingangs genannten Mitglieder der Österreichischen Bundesregierung die Erklärung ab, daß sie für die Herbeiführung folgender Maßnahmen der Österreichischen Bundesregierung Sorge tragen wollen:

Zu a): Die Aktienrechte der zu Punkt a) genannten Österreichischen Gesellschaften werden in das Eigentum der Anglo-Saxon Petroleum Co. Ltd. beziehungsweise der Socony Vacuum Oil Co. überführt werden.

Zu b): Nach Zurückhaltung von Anteilsrechten, welche den in der Ö.M.W. von anderen Stellen als den im Punkt b) genannten Gesellschaften gemachten Investitionen

entsprechen, werden die restlichen Anteilsrechte an der Ö.M.W. an die Anglo-Saxon Petroleum Co.Ltd. beziehungsweise die Socony Vacuum Oil Co. überführt werden, wobei das Ausmaß der zurückzustellenden Anteilsrechte mit diesen Gesellschaften zu vereinbaren sein wird.

Zu c): Die Aktien- beziehungsweise Anteilsrechte der in Punkt c) angeführten österreichischen Gesellschaften werden an die dort angeführten Muttergesellschaften und im Falle des Tiefbohrunternehmens R.K. van Sickel an Mr. Richard Keith van Sickel überführt werden.

Zu a - c:

Es besteht darüber Einverständnis, daß die Wiederherstellung der Eigentumsrechte entsprechend diesem Paragraphen nicht die Ansprüche auf Rechte in den früher durch Freischurfrechte der oben genannten Gesellschaften beziehungsweise Unternehmungen gedeckten Gebiete in sich schließt, da die damit zusammenhängenden Ansprüche durch Paragraph 6 geregelt sind.

8. Die Erklärung der österreichischen Bundesregierung vom 21. September 1949 wird bekräftigt. Zur Vermeidung von Unklarheiten erklärt die österreichische Bundesregierung, daß die Maßnahmen zur Eliminierung des deutschen Eigentums, der deutschen Rechte und Interessen in den westlichen Zonen Österreichs und im Wiener Ersten Bezirk das in diesen Gebieten liegende rechtmäßig erworbene Eigentum, die Rechte und Interessen, welche direkt oder indirekt Staatsbürgern der Vereinten Nationen gemäß der Definition im Artikel 42/8 zustehen, oder die gemäß den Artikeln 42 und 44 des Staatsvertragsentwurfes oder der gegenwärtigen österreichischen Gesetzgebung zurückzustellenden Eigentumsrechte und Interessen, nicht beeinträchtigen werden.

In allen Fällen jedoch, in denen direkte oder indirekte Eigentumsrechte oder Interessen von Staatsangehörigen der Vereinten Nationen (Artikel 42/8 Staatsvertragsentwurf) im ganzen österreichischen Staatsgebiet durch den Entwurf des

Staatsvertrages, insbesondere durch Artikel 35, berührt werden, erklärt sich die österreichische Bundesregierung überdies bereit, mit dem betreffenden Mitgliedstaat der Vereinten Nationen zum Zwecke des Abschlusses von die Anerkennung und Befriedigung solcher Eigentumsrechte und Interessen betreffenden, beide Teile befriedigenden Vereinbarungen in Verhandlungen zu treten.

Diese Erklärung findet auf Staatsangehörige eines Staates, auf dessen Territorium das österreichische Eigentum Gegenstand von konfiskatorischen Maßnahmen ist, keine Anwendung.

9. Keine der obigen Erklärungen ist nach österreichischer Auffassung dahin auszulegen, daß für einen allfälligen Produktions- oder Gewinstengang in der Zeit von der Besetzung Österreichs durch Deutschland bis drei Monate nach Übernahme der effektiven Kontrolle durch Österreich, keinesfalls aber früher als drei Monate nach dem Ende der Besetzung, oder für während dieses Zeitraumes eingetretene Schäden oder Verluste irgendeine Zuwendung, sei es in Geld, sei es im Wege einer Natural- oder Ersatzleistung gewährt wird. Beträge, die den Anteilseignern an den genannten Gesellschaften beziehungsweise den Eigentümern dieser Unternehmungen für die Überlassung ihrer Beteiligungen oder für Vermögen und Rechte der Unternehmungen nach dem 12. März 1938 geleistet worden sind, werden angerechnet werden. Dagegen werden die von den ursprünglichen Anteilsberechtigten an verstaatlichten Gesellschaften oder von den Eigentümern dieser Unternehmungen trotz der Verstaatlichung dieser Unternehmungen nach dem Inkrafttreten der Verstaatlichung vorgenommenen Investitionen bei der Ermittlung des Wertes ihrer

Beteiligungen beziehungsweise ihrer Vermögenswerte diesen gutzubringen sein. Wertvermehrungen, die nach dem 12. März 1938 aus Mitteln anderer Rechtsträger als der ursprünglichen Anteilsberechtigten vorgenommen worden sind, sind bei der Ermittlung des Wertes der Beteiligungen nicht gutzubringen, beziehungsweise von den Anspruchswerbern (claimant) in einer noch zu vereinbarenden Weise abzulösen.

Ausgefertigt in drei Exemplaren in deutscher Sprache.
Zur Beurkundung des oben Angeführten wird dieses Memorandum paraphiert.

Wien, am 10. Mai 1955

L E T

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G. A. W.

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Ky

[SEAL]

*Translation*M E M O R A N D U M

Concerning the Results of the Discussions
Between Members of the Austrian
Federal Government and the Ambas-
sadors of Her Britannic Majesty and
of the United States of America

TIAS 3298.
6 UST 2369.

On the occasion of the Conference of Ambassadors in Vienna, with a view to the earliest possible conclusion of the Austrian State Treaty, discussions took place between Her Britannic Majesty's Ambassador Sir Geoffrey Arnold Wallinger, K.C.M.G., and the Ambassador of the United States of America, Mr. Llewellyn E. Thompson, of the one part, and the members of the Austrian Federal Government Federal Chancellor Ing. Julius Raab, Vice-Chancellor Dr. Adolf Schaerf, Federal Minister for Foreign Affairs Dr. (h.c.) Leopold Figl and State Secretary for Foreign Affairs Dr. Bruno Kreisky, of the other part, with the following result:

I.

1) The two Ambassadors gave an assurance to the above-mentioned members of the Austrian Federal Government that the United Kingdom and the United States of America will transfer to Austria the property, rights and interests which are the subject of paragraph 11 of Article 35 [1] of the draft State Treaty in its present version.

2) The two Ambassadors referred to the fact that the former German assets situated in the U.S. and British Zones were handed over to Austrian administrative control as long ago as 1946. Their Governments, in conformity with their intention declared in 1949 to hand over to Austria the former German assets in Western Austria upon the entry into force of the Austrian State Treaty, have taken measures outside Austria for the recognition of Austria's future title to those assets.

3) These former German assets will be transferred to Austria by virtue of the Austrian State Treaty with the aim of strengthening the Austrian economy and in order to compensate Austria to a certain extent for its waiver of existing claims against Germany resulting from the period of occupation of Austria by Germany.

4) This transfer will, furthermore, be made without payment

¹ Redrafted as paragraph 11 of Article 22 of the signed original.

or other consideration given to the United Kingdom and the United States of America by Austria.

5) The Ambassador of the United States of America stated his understanding that his Government did not intend to remove the buildings erected in Austria by the United States of America for occupation purposes, and that his Government would be prepared to consider promptly and sympathetically any proposals by the Austrian Federal Government for the acquisition by Austria of these properties, fixtures and installations on advantageous terms.

6) Her Britannic Majesty's Ambassador confirmed that all married families' quarters constructed at United Kingdom expense will be handed over to the Austrian authorities in a manner advantageous to Austria. Furthermore, his Government would be prepared to consider sympathetically a similar disposition of the equipment and fixtures belonging to the occupation forces of the United Kingdom in Austria.

7) The two Ambassadors further declared that with a view to expediting final agreement on the text of the Austrian State Treaty, they would support the Austrian Government in its efforts to obtain possible changes in the State Treaty favorable to Austria.

8) Her Britannic Majesty's Ambassador further agreed that he would, so far as he was able, support the deletion from the State Treaty of Annexes VIII and X [^] upon request of the Austrian Government.

It was stated that Austria would give effect to the provisions of these Annexes in regard to the few cases which are involved by the conclusion of bilateral arrangements in so far as this was still necessary.

II.

In view of the declarations of the Ambassadors of Her Britannic Majesty and of the United States of America set out in I, above, the above-mentioned Members of the Austrian Federal Government declared that they will ensure that as soon as possible after the entry into force of the State Treaty, but at the latest within 21 months from that date, unless otherwise stipulated below, the following decisions and measures will be effected:

1. In view of the indirect 100 percent ownership rights which the firms Anglo-Saxon Petroleum Co. Ltd. and Socony Vacuum Oil Co. held before the entry into force of the State Treaty in the Lobau refinery and the Zistersdorf-Lobau pipeline, these assets

¹ Annexes VIII and X were deleted from the signed original.

will be transferred either to these firms directly or to their subsidiary company Oesterreichische Mineraloelwerke. If the Austrian Federal Government is prevented from doing this, it will give adequate satisfaction to the above-mentioned firms as set forth in the Declaration of November 29, 1949.

2. The firms Anglo-Saxon Petroleum Co. Ltd. and Standard Oil Co. (N. J.) will, in view of their indirect 50 percent (25 percent each) participating interests in the Korneuburg refinery which they held prior to the entry into force of the State Treaty, receive adequate satisfaction as set forth in the Declaration of November 29, 1949.

3. The firms Anglo-Saxon Petroleum Co. Ltd. and Standard Oil Co. (N. J.) will, in view of their 50 percent (25 percent each) indirect participating interests in the distribution installations of the Deutsche Gasolin A. G. and Gasolin Ges. m. b. H. situated in Eastern Austria, receive compensation in the form of a transfer to them of the 50 percent German interests in the distribution installations in Western Austria of the Deutsche Gasolin A. G. and its subsidiary company Gasolin Ges. m. b. H.

4. In view of a possible American 25 percent indirect participating interest in the Hotel Nordbahn-Gesellschaft and of a possible 5.6 percent British indirect participating interest in the Osram Ges. m. b. H., shareholding rights of the same intrinsic value in other firms engaged in similar commercial activities in Austria will be transferred. If the Austrian Federal Government is not in a position to do this, the share-owners will receive adequate compensation therefor.

5. The Atzgersdorf factory of the Austrian Unilever A. G., which is British-Dutch property, will be handed over to the Austrian Unilever A. G. as soon as possible.

6. The firms Rohölgewinnungs-Aktiengesellschaft (RAG), Van Sickel and possibly Austrogasco and Steinberg-Naphta have lost exploration rights (Freischürfrechte) for bitumen as a result of German legislation or as a result of alleged cancellation pursuant to restitution laws. By reason of this fact and to give effect to the Declarations of November 29, 1949, Z1. 89.095-Pol/49 and of July 31, 1951, Z1. 137.556-Pol/51, and the accompanying note thereto, the Austrian Federal Government declares itself ready, in so far as this has not already been done, to enter into negotiations with these firms or their British, Canadian or American share-owners, who on March 12, 1938 held exploration rights which they lost as a result of German legislation or through cancellation pursuant to Austrian restitution laws, in order to reach a settlement satisfactory to the parties concerned.

Post, p. 820.

Post, p. 822.

In so doing, the Austrian Federal Government does not intend to transfer to the ownership of the above-mentioned firms assets in the areas shown in Lists 1 and 2 of Article 35 [¹] of the draft State Treaty in the version existing at the beginning of the Conference of Ambassadors, except in restitution cases falling under Austrian restitution legislation. In the case of RAG, however, the Austrian Federal Government intends to fulfill this declaration first of all by endeavoring to conclude operating agreements with this firm satisfactory to both parties for the purpose of developing the oil resources in Austria.

7. A. The Ambassadors of Her Britannic Majesty and of the United States of America have declared as follows:

a) At the time of the promulgation of the Nationalization Law of July 26, 1946 (BGB1. No. 168), the Anglo-Saxon Petroleum Co. Ltd. and the Socony Vacuum Oil Co. Inc., which are of British and United States nationality respectively, were the direct or indirect owners of the shares of the Shell Floridsdorfer Mineraloelfabrik and of Vacuum Oil Co. respectively. All investments in these Austrian companies since the coming into force of the Nationalization Law have been made exclusively by the parent companies or by the Austrian companies out of their own resources.

b) At the time of the promulgation of the Nationalization Law of July 26, 1946 (BGB1. No. 168), the Anglo-Saxon Petroleum Co. Ltd. and the Socony Vacuum Oil Co. Inc., which are of British and United States nationality respectively, were the direct or indirect owners of the shareholding rights in the Oesterreichische Mineraloelwerke Ges. m. b. H. (Oe. M. W.).

c) At the time of the promulgation of the Nationalization Law of July 26, 1946 the Socony Vacuum Oil Co. Inc. and the Anglo-Saxon Petroleum Co. Ltd., which are of United States and British nationality respectively, were the direct owners of the shares of the Rohoel-Gewinnungs A. G. (RAG).

At the same time the Standard Oil Co. (N. J.), which is of United States nationality, was the direct owner of shareholding rights in Austrogasco.

At that time Richard Keith van Sickle, a Canadian citizen, was the direct owner of the firm Tiefbohrunternehmen R. K. van Sickle.

All investments in RAG and Tiefbohrunternehmen R. K. van Sickle since the coming into force of the Nationalization Law have been made exclusively by their parent companies (in the case

¹ Redrafted as Lists 1 and 2 of Article 22 of the signed original.

of the Tiefbohrunternehmen R. K. van Sickle by Mr. Richard Keith van Sickle) or by themselves out of their own resources.

B. On the assumption that the facts set out under A., above, are correct, the above-named members of the Austrian Federal Government declare that they will ensure that the following measures are taken by the Austrian Federal Government:

- ad a): The share interests in the Austrian companies named under Item a) will be transferred to the ownership of the Anglo-Saxon Petroleum Co. Ltd. and of the Socony Vacuum Oil Co. respectively.
- ad b): After the retention of shareholding rights corresponding in value to the investments made in the Oe. M. W. by parties other than the companies named under Item b), the remaining shareholding rights in the Oe. M. W. will be transferred to the Anglo-Saxon Petroleum Co. Ltd. and the Socony Vacuum Oil Co. respectively; the proportion of the shareholding rights to be returned is to be agreed upon with these companies.
- ad c): The share interests and shareholding rights in the Austrian companies referred to in Item c) will be transferred to the parent companies therein referred to and, in the case of the Tiefbohrunternehmen R. K. van Sickle, to Mr. Richard Keith van Sickle.

ad a-c

It is understood that the re-establishment of ownership rights provided for in this Paragraph does not include the claims to rights in the areas formerly covered by exploration rights (Freischürfrechte) of the above-named companies and enterprises since the claims connected therewith are governed by the provisions of Paragraph 6.

8. The Declaration of the Austrian Federal Government of September 21, 1949 is affirmed. For the sake of clarity the Austrian Federal Government declares that the measures for the elimination of German property, rights and interests in the Western Zones of Austria and in the First District of Vienna shall not impair lawfully acquired property, rights and interests situated in these areas which are directly or indirectly owned by nationals of the United Nations as defined in Article 42, paragraph 8 [¹] of the draft State Treaty, nor such property rights and interests which are to be restored in accordance with Articles 42 [²] and

¹ Redrafted as paragraph 8 of Article 25 of the signed original.

² Redrafted as Article 25 of the signed original.

44 [¹] of the draft State Treaty or under existing Austrian legislation.

In all cases, however, in which direct or indirect property rights or interests in any part of the territory of Austria of nationals of the United Nations (Article 42, paragraph 8 of the draft State Treaty) are affected by the draft State Treaty, in particular by Article 35, [²] the Austrian Federal Government moreover declares that it is ready to enter into negotiations with the member states of the United Nations concerned for the purpose of concluding mutually satisfactory agreements concerning recognition of and satisfaction for such property rights and interests.

This declaration does not apply to nationals of a country within the territory of which Austrian property is subject to measures of confiscation.

9. None of the above declarations should in the Austrian view be interpreted in such a way that any compensation whatsoever, whether in cash or by way of payment in kind or in goods, is to be granted for any loss of production or profit during the period from the beginning of the occupation of Austria by Germany up to three months after the assumption of effective control by Austria and in any case not earlier than three months after the end of the occupation, nor for any damages or losses which occurred during this period. Amounts which were paid after March 12, 1938 to the share-owners in the above-mentioned companies or to the owners of these enterprises for the transfer of their participating interests, or for the assets and rights of the enterprises are to be debited. On the other hand, the investments made after nationalization went into effect by the original share-owners in nationalized companies or by the owners of such enterprises notwithstanding their nationalization will be credited in determining the value of their participating interests or assets, respectively. Increases in the value of the assets effected after March 12, 1938 out of the resources of parties other than the original share-owners are not to be credited in determining the value of the participating interests, but are to be redeemed by the respective claimants in a manner still to be agreed upon.

Done in three copies in the German language. For the purpose of authenticating the foregoing this Memorandum shall be initialed. [³]

VIENNA, May 10, 1955.

¹ Redrafted as Article 26 of the signed original.

² Redrafted as Article 22 of the signed original.

³ *Ante*, p. 811

The Austrian Federal Minister for Foreign Affairs to the American Minister

DER BUNDESMINISTER
FÜR DIE
AUSWÄRTIGEN ANGELEGENHEITEN

Z1.87.281-Pol/49.

WIEN, den 21. September 1949.

1 Beilage.

HERR GESANDTER!

Im Sinne einer anlässlich der letzten Londoner Beratungen über den inzwischen fallen gelassenen Artikel 41 des Entwurfes eines Staatsvertrages mit Österreich mit den Stellvertretern der westlichen Außenminister getroffenen Vereinbarung beeheire ich mich, Ihnen anverwahrt eine Erklärung über die Grundsätze zukommen zu lassen, von denen sich die Bundesregierung bei der Behandlung des ihr überlassenen deutschen Eigentums leiten lassen wird.

Indem ich Sie, Herr Gesandter, bitte, diese Erklärung an Ihre Regierung weiterzuleiten, benütze ich gerne die Gelegenheit, Ihnen den Ausdruck meiner vorzüglichsten Hochachtung zu erneuern.

GRUBER

Herrn

JOHN G. ERHARDT,
*außerordentlicher Gesandter und bevollmächtigter Minister
der Vereinigten Staaten von Amerika,
Wien.*

[*Austrian declaration of September 21, 1949*]

Upon the understanding that the terms of Article 35 [¹] of the Treaty with Austria will provide for the transfer to Austria of German property, rights and interests in Austria, the Austrian Government would propose to enact certain legislation for the purpose of eliminating German ownership in such property, rights and interests.

To this end it will be guided by the following principles:

1. Such measures shall not affect adversely any property, rights or interests due to be restored under Article 42 [²] of the Treaty.

¹ Redrafted as Article 22 of the signed original.

² Redrafted as Article 25 of the signed original.

2. It is not the intention of the Austrian Government to eliminate German ownership rights in small business-enterprises, small farms, dwelling-houses, household-furniture and other objects of personal use.
3. In giving effect to this legislation the Austrian Government will make appropriate exemptions in the case of the property of genuine religious organisations and of that of persons who suffered grave injury through Nazi persecution.
4. Such eliminations shall not affect property, rights or interest which have come into being in Austria since May 8, 1945, as a result of authorized trade with Germany.

Translation

THE FEDERAL MINISTER
FOR FOREIGN AFFAIRS

ZI. 87.281-Pol/49

VIENNA, *September 21, 1949*

1 Enclosure

MR. MINISTER:

In accordance with an agreement reached among the Deputies of the Western Foreign Ministers with respect to the recent London conversations over Article 41 of the draft of a State Treaty with Austria which has in the meantime been eliminated, I have the honor to make available to you herewith attached a declaration concerning the principles by which the Federal Government will be guided in the treatment of the German property transferred to it.

Ante, p. 818.

I accordingly request you, Mr. Minister, to transmit this declaration to your Government, and at the same time avail myself with pleasure of the opportunity to renew to you the assurances of my highest regard.

GRUBER

Mr. JOHN G. ERHARDT

*Envoy Extraordinary and Minister Plenipotentiary
of the United States of America,
Vienna.*

*The Austrian Federal Chancellery, Department of Foreign Affairs,
to the American Legation*

[*Austrian declaration of November 29, 1949*]

BUNDESKANZLERAMT
Auswärtige Angelegenheiten
ZI. 89.095-Pol/49

V E R B A L N O T E .

Unter Bezugnahme auf die von Herrn Legationsrat Dawling bei dem Herrn Bundesminister für die Auswärtigen Angelegenheiten durchgeführte Demarche in der Angelegenheit der von Österreich zu übernehmenden Verpflichtung, den Angehörigen der Vereinten Nationen Kompensation für eventuelle Schäden zu leisten, welche diese durch die im Art. 35 des Staatsvertrages vorgesehenen Vermögensübertragungen an die Sowjetunion erleiden könnten, biehrt sich das Bundeskanzleramt, Auswärtige Angelegenheiten, der Gesandtschaft der Vereinigten Staaten von Amerika folgendes zur Kenntnis zu bringen:

Angesichts der prinzipiellen Weigerung des Sowjetdelegierten, eine solche Kompensationsverpflichtung Österreichs in den Vertrag aufzunehmen zu lassen, hat die Bundesregierung grundsätzlich beschlossen, dem Vorschlag der Gesandtschaft der Vereinigten Staaten, eine solche Verpflichtung in einem Zusatzprotokoll einzugehen, aus dem Grunde zuzustimmen, um das Zustandekommen des Staatsvertrages nicht länger zu verzögern, zumal ja auch die von den Delegierten der Westmächte vorgeschlagene Bestimmung für einen § 9 des Art. 42 zu demselben Resultat geführt hätte.

Im Sinne des von Herrn Legationsrat Dawling überreichten Vorschlags erklärt sich die österreichische Bundesregierung daher bereit, ein Zusatzprotokoll zum Staatsvertrag mit dem folgenden Wortlaut zu unterzeichnen:

"In any case in which the transfer of property, rights and interests as "German assets" in accordance with the provisions of Article 35 Austrian Treaty prevents Austria from fulfilling the provisions of Paragraph 1 of Article 42, Austria shall make prompt, adequate and effective compensation to the United Nation or United Nations national concerned (as defined in Article 42 of the Treaty) for any resulting loss or prejudice."

Die Österreichische Bundesregierung gibt die vorstehende Bereitschaftserklärung in der Hoffnung ab, dass bei den seinerzeitigen Verhandlungen zur Festsetzung der Kompensations-

summe auf die besondere Lage Österreichs Bedacht genommen werden wird.

Das Bundeskanzleramt, Auswärtige Angelegenheiten, benützt diese Gelegenheit, um der Gesandtschaft der Vereinigten Staaten von Amerika den Ausdruck seiner vorzüglichen Hochachtung zu erneuern.

WIEN, am 29.November 1949.

An die

GESANDTSCHAFT DER VEREINIGTEN STAATEN VON AMERIKA,
Wien.

Translation

FEDERAL CHANCELLERY
Department of Foreign Affairs
ZI. 89.095-Pol/49

N O T E V E R B A L E

With reference to the *demande* by Counsellor of Legation Dowling with the Federal Minister for Foreign Affairs in the matter of the obligation to be undertaken by Austria to provide compensation to United Nations nationals for any losses which they might incur as a result of transfers of property to the Soviet Union envisaged in Article 35 [1] of the State Treaty, the Federal Chancellery, Department of Foreign Affairs, has the honor to bring the following to the attention of the Legation of the United States of America:

In view of the refusal in principle of the Soviet delegate to permit such an obligation for compensation on the part of Austria to be incorporated in the Treaty, the Federal Government has decided in principle to agree to the proposal of the Legation of the United States to undertake such an obligation in an additional protocol, in order not to delay any longer the conclusion of the State Treaty, particularly since the provision suggested by the delegates of the Western Powers as Paragraph 9 of Article 42 would have led to the same result.

In accordance with the proposal presented by Counsellor of Legation Dowling, the Austrian Federal Government declares that it is therefore prepared to sign an additional protocol to the State Treaty with the following wording:

"In any case in which the transfer of property, rights and interests as 'German Assets' in accordance with the provisions

¹ Redrafted as Article 22 of the signed original.

of Article 35 Austrian Treaty prevents Austria from fulfilling the provisions of Paragraph 1 of Article 42, Austria shall make prompt, adequate and effective compensation to the United Nation or United Nation's national concerned (as defined in Article 42 of the Treaty) for any resulting loss or prejudice."

The Austrian Federal Government makes the foregoing declaration in the hope that at the time of negotiations to fix the amount of compensation, consideration will be given to Austria's special situation.

The Federal Chancellery, Department of Foreign Affairs, avails itself of this opportunity to renew to the Legation of the United States of America the expression of its high consideration.

VIENNA, November 29, 1949

LEGATION OF THE UNITED STATES OF AMERICA
Vienna

*The Austrian Federal Chancellery, Department of Foreign Affairs,
to the American Legation*

[Austrian declaration of July 31, 1951]

BUNDESKANZLERAMT
AUSWÄRTIGE ANGELEGENHEITEN
Z1. 137.556-Pol/51.

WIEN,

Verbal note.

Unter Bezugnahme auf die Verhandlungen über die Entschädigung der Angehörigen der Vereinten Nationen, die durch die im Artikel 35 des Staatsvertrages vorgesehenen Vermögensübertragungen in ihren Interessen geschädigt wurden, beeht sich das Bundeskanzleramt, Auswärtige Angelegenheiten, nachstehende Erklärung abzugeben:

Mit Rücksicht darauf, dass sich die österreichische Regierung bereit erklärt hat, die Angehörigen der Vereinten Nationen für jede Benachteiligung zu entschädigen, die ihnen durch die Bestimmungen des Artikels 35 des Staatsvertrages zugefügt würde,

mit Rücksicht darauf, dass die Interessen, die durch diese Bestimmungen berührt werden, hauptsächlich in der Erdölindustrie liegen,

und ausserdem mit Rücksicht darauf, dass die Kontinuität und die Entwicklung der Operationen durch die Angehörigen der Vereinten Nationen, die Interessen in der Erdölindustrie Öster-

reichs haben, gleichzeitig für Österreich und für diese Angehörigen von Nutzen sind,

verpflichtet sich die österreichische Regierung:

1. sofortige Massnahmen zu ergreifen, um die oben genannten Interessen und ihre Beteiligung an der Entwicklung der Erdölindustrie in Österreich wiederherzustellen und ihnen zu diesem Behufe alle notwendigen Erleichterungen zu sichern.

2. den Interessen aller Angehörigen der Vereinten Nationen in der Erdölindustrie in Österreich, was die Nationalisierung anlangt, die Behandlung der meistbegünstigten Nation zu garantieren.

Das Bundeskanzleramt, Auswärtige Angelegenheiten, ergreift gerne die Gelegenheit, die Gesandtschaft der Vereinigten Staaten von Amerika seiner ausgezeichneten Hochachtung zu versichern.

WIEN, am 31.Juli 1951.

[SEAL]

An die

GESANDTSCHAFT DER
VEREINIGTEN STAATEN VON AMERIKA,
Wien.

Translation

FEDERAL CHANCELLERY
Department of Foreign Affairs

ZL. 137.556-Pol/51.

VIENNA

Note Verbale

The Federal Chancellery, Department of Foreign Affairs, has the honor to make the following declaration with reference to the negotiations concerning compensation of United Nations nationals whose interests have been damaged by transfers of property envisaged in Article 35^[1] of the State Treaty:

Considering that the Austrian Government has declared its readiness to compensate United Nations nationals for any detriment which they may suffer through the provisions of Article 35 of the State Treaty;

Considering that the interests which will be affected by these provisions are principally those in the oil industry;

and further considering that the continuity and development of operations by United Nations nationals who have interests in the

^[1] Redrafted as Article 22 of the signed original.

oil industry in Austria are beneficial both to Austria and to those nationals,

the Austrian Government undertakes:

1. to take immediate measures to re-establish the above-mentioned interests and their participation in the development of the oil industry in Austria, and to ensure to them all facilities necessary for this purpose,
2. to guarantee to the interests of all United Nations nationals in the oil industry in Austria most-favored-nation treatment in respect of nationalization.

The Federal Chancellery, Department of Foreign Affairs, is pleased to avail itself of this opportunity to assure the Legation of the United States of America of its high consideration.

VIENNA, July 31, 1951

[SEAL]

LEGATION OF THE UNITED STATES OF AMERICA

Vienna

ITALY

Emergency Relief Assistance

*Agreement effected by exchange of notes
Signed at Rome April 27, 1956;
Entered into force April 27, 1956.*

The American Ambassador to the Italian Minister of Foreign Affairs

AMERICAN EMBASSY, ROME

F. O. 1594

April 27, 1956.

EXCELLENCY:

I have the honor to inform you that the United States Government is prepared to grant the people of Italy a quantity of food with a value of approximately \$17,500,000 to be used in an emergency feeding program in those areas which are still suffering from devastation brought about by the winter storms.

As a result of discussions between this Embassy and appropriate officials of your Government, it has been determined that fulfillment of President Eisenhower's offer of February 19 to aid peoples suffering from storm damage, could best be met in Italy by the shipment of agricultural commodities in the quantities listed immediately below.

	<i>Metric tons</i>
Wheat	38,600
Butter	4,000
Cheese	6,000

Since the necessity for a rapid distribution of foods makes it impossible for direct distribution to be made from United States stocks, my Government has expressed willingness to replace food distributed free as emergency relief with an equivalent tonnage of like commodities. It is my understanding that a partial distribution has already been made and that the remaining supplies will be distributed within the next thirty days.

The above commodities will be delivered to the Italian Government at United States ports with the understanding that at least 50 percent must be shipped in United States flag vessels.

The laws of the United States require that commodities so made available must be marked as a free gift to the Italian people. I should appreciate your assurance that satisfactory arrangements will be made to insure that: (a) supplies to be distributed, including supplies of Italian origin, will be marked and publicized so consumers will know that the assistance was made possible by a gift of the American people; and (b) adequate publicity will be given to the arrival of replacement cargoes so that consumers who have already received unmarked rations will know that these, too, were the result of a United States gift.

It is understood that the Italian Government relief program will be fully coordinated with the emergency relief program of the American voluntary agencies, in order that duplication will be avoided to the maximum extent possible.

On receipt of assurances from your Government that the program outlined above is satisfactory in all respects, I will immediately notify the appropriate authorities in the United States to proceed with the preparation of the listed commodities for shipment.

Accept Excellency, the renewed assurances of my highest consideration.

CLARE BOOTHE LUCE

His Excellency
GAETANO MARTINO,
Minister of Foreign Affairs,
Rome.

The Italian Minister of Foreign Affairs to the American Ambassador

IL MINISTRO DEGLI AFFARI ESTERI

22/00440

ROMA, 27 aprile 1956

Signor Ambasciatore,

con lettera in data odierna Ella ha voluto comunicarmi quanto segue:

"" Ho l'onore di informarLa che il Governo degli Stati Uniti è disposto a concedere al popolo italiano una quantità di prodotti alimentari per un valore approssimativo di 17 milioni e 500 mila dollari da utilizzare in un programma di assistenza straordinaria in favore di quelle zone che risentono ancora dei danni arrecati dalle intemperie dello scorso inverno.

A seguito delle conversazioni svoltesi tra questa Ambasciata e i competenti Organi del Governo Italiano, è stato deciso che la realizzazione dell'offerta del Presidente Eisenhower del 19 febbraio u.s., intesa a portare aiuto alle popolazioni danneggiate dal maltempo, potrebbe utilmente effettuarsi in Italia attraverso l'invio di prodotti agricoli americani nelle quantità qui di seguito indicate:

Tonnellate metriche

- Grano	38.600
- Burro	4.000
- Formaggio	6.000

Poichè la necessità di una rapida distribuzione di tali prodotti rende impossibile una distribuzione diretta dai depositi americani, il mio Governo si è dichiarato propenso a reintegrare i prodotti alimentari distribuiti quali soccorsi di emergenza con un eguale ammontare di prodotti simili.

E' a mia conoscenza, infatti, che una distribuzione parziale è stata già effettuata e che il rimanente verrà distribuito nei prossimi 30 giorni.

I sopra menzionati prodotti verranno consegnati al Governo Italiano nei porti di imbarco degli Stati Uniti con l'intesa che almeno il 50% di essi debbono venire trasportati su naviglio battente bandiera americana.

Poichè le leggi degli Stati Uniti richiedono che i prodotti messi a disposizione a fini di assistenza vengano contrassegnati come dono al popolo italiano, gradirei ricevere da Lei assicurazione, che verranno prese opportune misure affinchè:

- a) - i generi alimentari da distribuirsi, inclusi quelli anticipati dal Governo Italiano, rechino le indicazioni necessarie in modo che i consumatori possano sapere che detta assistenza è stata resa possibile grazie ad una elargizione del popolo americano;
- b) - una adeguata pubblicità venga data all'arrivo dei carichi americani di reintegro di modo che quei destina-

tari, i quali abbiano già ricevuto prodotti alimentari non contrassegnati, sappiano che anche quei prodotti provenivano da una elargizione americana. Resta inteso che il programma di assistenza del Governo Italiano verrà interamente coordinato con il programma di assistenza straordinaria delle Agenzie Volontarie americane affinchè venga evitata, per quanto possibile, ogni duplicazione.

Non appena ricevuta assicurazione che il Suo Governo trova soddisfacente sotto tutti i suoi aspetti il programma sopra delineato, notificherò immediatamente alle competenti Autorità degli Stati Uniti di procedere all'approntamento dei prodotti alimentari già indicati per il loro imbarco. ""

Ho l'onore di informarLa che il Governo Italiano è d'accordo su quanto precede.

Gradisca, Signor Ambasciatore, gli atti della mia più alta considerazione.

G. MARTINO

Sua Eccellenza

CLARE BOOTHE LUCE

*Ambasciatore degli Stati Uniti d'America
Roma*

Translation

THE MINISTER OF FOREIGN AFFAIRS

22/00440

ROME, April 27, 1956

EXCELLENCY:

In a letter of this date you were good enough to inform me of the following:

[For the English language text of the note, see *ante*, p. 825.]

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

Accept, Excellency, the assurances of my highest consideration.

G. MARTINO

Her Excellency

CLARE BOOTHE LUCE,

*Ambassador of the United States of America,
Rome.*

URUGUAY

Mutual Defense Assistance: Disposition of Equipment and Materials

Arrangement effected by exchange of notes

Dated at Montevideo June 1 and September 16, 1955;

Entered into force September 16, 1955.

With related note

Dated at Montevideo April 20, 1956.

*The American Embassy to the Uruguayan Ministry
of Foreign Affairs*

No. 252

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Oriental Republic of Uruguay and has the honor to propose the following arrangements under Article I, paragraph 3 of the Military Assistance Agreement between our two Governments dated June 30, 1952, respecting the disposition of equipment and materials furnished by the United States under that Agreement, and no longer required for the purposes for which originally made available.

TIAS 2778.
4 UST 200.

1. The Government of the Oriental Republic of Uruguay will report to United States personnel discharging United States responsibilities in Uruguay under the Military Assistance Agreement such equipment and materials furnished under end item programs as are no longer required for the purposes for which originally made available. It is understood that such personnel of the Government of the United States may also inform the Government of the Oriental Republic of Uruguay of any such equipment and materials which may come to the attention of the Government of the United States, and when so informed the Government of the Oriental Republic of Uruguay will enter into consultation with the Government of the United States with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2. The United States Government may accept title to such equipment and materials for transfer to a third country or for

such other disposition as may be made by the United States Government.

3. When title is accepted by the United States Government, such equipment and materials will be delivered free alongside ship in case ocean shipment is required, or delivered free on board inland carrier at a shipping point designated by the Government of the United States in the event ocean shipping is not required, or, in the case of flight-delivered aircraft, at such airfield as may be designated by the Government of the United States.

4. Such property reported no longer required in the Military Assistance Program of the Government of the Oriental Republic of Uruguay and not accepted by the Government of the United States for redistribution or return will be disposed of as agreed between the Governments of the Oriental Republic of Uruguay and the United States.

5. Any salvage or scrap from property furnished under the Military Assistant Agreement shall be reported to the Government of the United States in accordance with paragraph 1 and shall be disposed of in accordance with paragraphs 2, 3, and 4, of these arrangements. Salvage or scrap which is not accepted by the Government of the United States will be used to support the defense effort of Uruguay or of other countries to which military assistance is being furnished by the Government of the United States.

Arrangements similar to those proposed above have already been concluded with a number of countries which have signed bilateral agreements regarding military assistance and are now being negotiated with the remaining such countries in fulfilment of provisions of such agreements.

If the arrangements proposed above are acceptable to the Government of the Oriental Republic of Uruguay, the Embassy would appreciate being so informed.

EMBASSY OF THE UNITED STATES OF AMERICA,
Montevideo, June 1, 1955.

The Uruguayan Ministry of Foreign Affairs to the American Embassy

Ministerio
de
Relaciones Exteriores
CABILDO

DIP. 669/52-1767.

El Ministerio de Relaciones Exteriores presenta sus más atentos saludos a la Embajada de los Estados Unidos de América y, con referencia a su nota Verbal N° 252, de fecha 1º de junio próximo pasado, se complace en trasmitirle que, consultando el Ministerio de Defensa Nacional a ese respecto, éste ha expresado que acepta en todos sus términos la propuesta formulada en la referida nota.

MONTEVIDEO, 16 de Setiembre de 1955.

[SEAL]

A la EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA.

Translation

Ministry
of
Foreign Relations
CABILDO

DIP. 669/52-1767

[Initials]

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and, with reference to its note verbale No. 252, dated June 1 last, takes pleasure in informing it that the Ministry of National Defense, when consulted in this matter, stated that it accepts all the terms of the proposal formulated in the aforementioned note.

MONTEVIDEO, September 16, 1955

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA

The Uruguayan Ministry of Foreign Affairs to the American Embassy

Ministerio
de
Relaciones Exteriores

Dip. 669/52-602

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Ca*

El Ministerio de Relaciones Exteriores de la República Oriental del Uruguay presenta sus más atentos saludos a la Embajada de los Estados Unidos de América y, con referencia a su nota verbal N° 252, de fecha 1º de junio de 1955 y la contestación del Ministerio N° DIP.669/52-1767, de fecha 16 de setiembre del mismo año, se complace en manifestar que las notas arriba mencionadas constituyen un arreglo, de acuerdo con el Artículo I, párrafo 3 del Convenio de Asistencia Militar entre la República Oriental del Uruguay y los Estados Unidos de América firmado en Montevideo el 30 de junio de 1952.

MONTEVIDEO, 20 de abril de 1956.

[SEAL]

A la EMBAJADA DE LOS ESTADOS UNIDOS DE AMERICA.

Translation

Ministry
of
Foreign Relations

Dip. 669/52-602
[Initials]

The Ministry of Foreign Relations of the Oriental Republic of Uruguay presents its compliments to the Embassy of the United States of America and, with reference to its note verbale No. 252, dated June 1, 1955, and the Ministry's reply, No. DIP 669/52-1767, dated September 16 of the same year, takes pleasure in

stating that the aforementioned notes constitute an arrangement pursuant to Article I, paragraph 3, of the Military Assistance Agreement between the Oriental Republic of Uruguay and the United States of America signed at Montevideo on June 30, 1952.

MONTEVIDEO, April 20, 1956

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA

VIET-NAM

Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement effected by exchange of notes
Signed at Saigon March 1 and May 10, 1955;
Entered into force May 10, 1955.*

*The American Charge d'Affaires ad interim to the Vietnamese
President*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 41

Saigon, March 1, 1955

EXCELLENCY:

I have the honor to refer to Article III of the "Agreement for Mutual Defense Assistance in Indochina", signed December 23, 1950, and to paragraph 2 of the notes exchanged between our two Governments on December 18, 1951 and January 3, 16, and 19, 1952 respecting the disposition of military equipment and materials furnished by the Government of the United States and no longer required for the purposes for which they were made available. I would appreciate Your Excellency's courtesy in confirming the acceptability of the following understandings concerning equipment and materials furnished by my Government after December 23, 1950:

TIAS 2447.
3 UST, pt. 2, p. 2758.

TIAS 2623.
3 UST, pt. 4, p. 4672.

1. The Government of Vietnam will report to the Government of the United States such equipment or materials as are no longer required for the purposes for which made available. The Government of the United States may also draw to the attention of the authorities of the Government of Vietnam any equipment or materials which it considers to fall within the scope of these arrangements, and when notified the Government of Vietnam will enter into consultation with the Government of the United States with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2. The Government of the United States may accept title to such equipment or materials for transfer to a third country or

for such other disposition as may be made by the Government of the United States.

3. When title is accepted by the Government of the United States, such equipment or materials will be delivered as it may request free alongside ship at a Vietnamese port or free on board inland carrier at a shipping point in Vietnam designated by the Government of the United States, or, in the case of flight-deliverable aircraft, at such airfield in Vietnam as may be designated by the Government of the United States.

4. Such equipment or materials as are not accepted by the Government of the United States will be disposed of by the Government of Vietnam as may be agreed between the two Governments.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States will be reported to the Government of the United States and will be disposed of in accordance with paragraphs 2, 3, and 4 of the present arrangements. Salvage or scrap which is not accepted by the Government of the United States will be used as may be mutually agreed.

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

Very respectfully,

RANDOLPH A. KIDDER
Charge d'Affaires, ad interim

His Excellency

NGO DINH DIEM,
*President of the Government
of the State of Vietnam,
Saigon.*

The Vietnamese President to the American Ambassador

ETAT DU VIET-NAM

PRÉSIDENCE DU GOUVERNEMENT

N. 147-PTT-QP/M

SAIGON, le 10 Mai 1955

LE PRESIDENT DU GOUVERNEMENT DU VIET-NAM

à

Son Excellence Monsieur l'AMBASSADEUR
DES ETATS-UNIS D'AMÉRIQUE
Saigon

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre N° 41 du 1er Mars 1955 rédigée comme suit:

"I have the honor to refer to Article III of the "Agreement for Mutual Defense Assistance in Indochina", signed December 23, 1950, and to paragraph 2 of the notes exchanged between our two Governments on December 18, 1951 and January 3, 16, and 19, 1952 respecting the disposition of military equipment and materials furnished by the Government of the United States and no longer required for the purposes for which they were made available. I would appreciate Your Excellency's courtesy in confirming the acceptability of the following understandings concerning equipment and materials furnished by my Government after December 23, 1950:

1.—The Government of Vietnam will report to the Government of the United States such equipment or materials as are no longer required for the purposes for which made available. The Government of the United States may also draw to the attention of the authorities of the Government of Vietnam any equipment or materials which it considers to fall within the scope of these arrangements, and when notified the Government of Vietnam will enter into consultation with the Government of the United States with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2.—The^[1]

3. When title is accepted by the Government of the United States, such equipment or materials will be delivered as it may request free alongside ship at a Vietnamese port or free on board inland carrier at a shipping point in Vietnam designated by the Government of the United States, or, in the case of flightdeliverable aircraft, at such airfield in Vietnam as may be designated by the Government of the United States.

4. Such equipment or materials as are not accepted by the Government of the United States will be disposed of by the Government of Vietnam as may be agreed between the two Governments.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States will be reported to the Government of the United States and will be disposed of in accordance with paragraphs 2, 3, and 4 of the present arrangements. Salvage or scrap which is not accepted by the Government of the United States will be used as may be mutually agreed.

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

¹ The rest of this paragraph was omitted from the Vietnamese note; for the complete text, see *ante*, p. 837.

Je suis heureux de vous informer que mon Gouvernement accepte les dispositions contenues dans la lettre reproduite ci-dessus et que cette lettre et la présente réponse constituent un accord entre nos deux Gouvernements sur la question.

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

[SEAL] Ngô-DIÑH-DIÈM
Ngô-Dinh-Diệm

Translation

STATE OF VIET-NAM
OFFICE OF THE PRESIDENT

No. 147-PTT-QP/M

THE PRESIDENT OF VIET-NAM

to

His Excellency the AMBASSADOR
OF THE UNITED STATES OF AMERICA
Saigon.

SAIGON, May 10, 1955

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 41 of March 1, 1955, which reads as follows:

[For the English language text of the note, see *ante*, p. 837.]

I am happy to inform you that my Government accepts the provisions contained in the note transcribed above, and that the said note and this reply constitute an agreement between our two Governments on this matter.

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

[SEAL] Ngô DIÑH DIÈM
Ngô Dinh Diệm

EGYPT

Mutual Defense Assistance: Equipment and Materials for Use by Egyptian Police Units

*Agreement effected by exchange of notes
Signed at Cairo April 29, 1952;
Entered into force April 29, 1952.*

Post, p. 844.

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

AMERICAN EMBASSY
Cairo, Egypt, April 29, 1952

No. 397

EXCELLENCY:

I have the honor to inform Your Excellency that the Government of Egypt has been declared eligible to receive from the Government of the United States of America certain military equipment and materials for police units, on a reimbursable basis under the authority and subject to the provisions of Section 408 (E) of the Mutual Defense Assistance Act of 1949 (Public Law 329, 81st Congress) as amended by Public Law 621, 81st Congress, and by the Mutual Security Act of 1951 (Public Law 165, 82nd Congress). The provisions of these laws and the policies of the United States Government require that certain assurances be received before completing any transactions under Section 408 (E) of the Act.

It is the understanding of the United States Government that the Government of Egypt is prepared to accept the following undertakings:

1. Such equipment, materials or services as may be acquired from the United States under this agreement are required for and will be used solely to maintain the internal security of Egypt, and Egypt will not undertake any act of aggression against any other state.
2. The Government of Egypt will not relinquish title to or possession of any equipment and materials, information or services furnished under this agreement, unless otherwise mutually agreed by the two Governments.

63 Stat. 720; 64 Stat.
376; 65 Stat. 385.
22 U.S.C. § 1580.

3. The Government of Egypt will protect the security of any article, service or information furnished under this agreement.

4. It is understood that, prior to the transfer of any item or the rendering of any service under this Act, the United States Government retains the right to terminate the transaction.

5. The Government of Egypt is prepared to accept terms and conditions of payment for any item or service which may be furnished under the Mutual Defense Assistance Act of 1949, as amended, which are in accord with the provisions of Section 408 (E) of that Act.

I have the honor to propose that this Note, together with your reply confirming these assurances, constitute an agreement between the Government of the United States of America and the Government of Egypt, effective on the date of your note.

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

JEFFERSON CAFFERY

His Excellency

ABDEL-KHALEK HASSOUNA Pasha
Minister of Foreign Affairs
Cairo

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

MINISTÈRE DES
AFFAIRES ETRANGÈRES¹

S.C

LE CAIRE, le 29th April 1952.

EXCELLENCY,

"I have the honour to refer to your letter of 29 Apr. 1952, No. 397, concerning the assurances and undertakings required from the Government of Egypt prior to the completion of the transactions between the Egyptian Government and the United States Government, for the supply of certain military equipment and materials for police units, on a reimbursable basis, under the provisions of Section 408 (E) of the Mutual Defense Assistance Act of 1949, as amended.

The Government of Egypt accepts the undertakings and assurances outlined in that letter and concurs with your proposal that this letter, together with your letter dated 29 April 1952, sub No. 397, referred to above, constitute an agreement covering all

¹ Ministry for Foreign Affairs.

transactions on this subject, between the two Governments; the said agreement to enter into force on the date of this letter."

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

THE MINISTER OF FOREIGN AFFAIRS,
A. HASSOUNA

His Excellency

Mr. JEFFERSON CAFFERY

*Ambassador Extraordinary & Plenipotentiary
of the United States of America
Cairo.*

EGYPT

Mutual Defense Assistance: Equipment and Materials for Use by Egyptian Armed Forces

*Understanding effected by exchange of notes
Signed at Cairo December 9 and 10, 1952;
Entered into force December 10, 1952.*

The Egyptian Prime Minister to the American Ambassador

CAIRO, December 9, 1952.

I have the honor to refer to the notes exchanged between our two Governments on April 29, 1952, concerning certain understandings relating to the furnishing of military equipment, materials, and services to the Government of Egypt on a reimbursable basis. My Government understands that equipment, materials, or services may be made available under that Agreement for use by units of the Egyptian armed forces other than police units, subject to the understandings set forth in numbered paragraphs 1 through 5 contained in your note of April 29, 1952. My Government also understands that, for the purpose of paragraph 1 of that note, any equipment or materials or services which may be acquired by the Government of Egypt from the Government of the United States are required for and will be used solely for Egypt's internal security and legitimate self defense or as may be further mutually agreed between our two Governments for the promotion of international peace and security within the framework of the Charter of the United Nations.

I have the honor to propose that, if these understandings are acceptable to your Government, this note and your Excellency's note in reply will be considered as confirming these understandings, effective on the date of your Excellency's reply

TIAS 3564.
Ante, p. 841.

Ts 993.
59 Stat. 1031.

Accept, Excellency, the assurances of my highest consideration.

MOHAMED NAGUIB,
Major General
Prime Minister

His Excellency

JEFFERSON CAFFERY,
American Ambassador,
Cairo, Egypt.

The American Ambassador to the Egyptian Prime Minister

AMERICAN EMBASSY,
Cairo, Egypt, December 10, 1952.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of December 9, 1952, whose text is as follows:

"I have the honor to refer to the notes exchanged between our two Governments on April 29, 1952, concerning certain understandings relating to the furnishing of military equipment, materials, and services to the Government of Egypt on a reimbursable basis. My Government understands that equipment, materials, or services may be made available under that Agreement for use by units of the Egyptian armed forces other than police units, subject to the understandings set forth in numbered paragraphs 1 through 5 contained in your note of April 29, 1952. My Government also understands that, for the purpose of paragraph 1 of that note, any equipment or materials or services which may be acquired by the Government of Egypt from the Government of the United States are required for and will be used solely for Egypt's internal security and legitimate self defense or as may be further mutually agreed between our two Governments for the promotion of international peace and security within the framework of the Charter of the United Nations.

"I have the honor to propose that, if these understandings are acceptable to your Government, this note and your Excellency's note in reply will be considered as confirming these understandings, effective on the date of your Excellency's reply "

I am authorized by my Government to assure you, Mr. Prime Minister, that these understandings are acceptable to the United

States and, in consequence, your Excellency's note of December 9 and the present note in reply will be considered as confirming these understandings effective today, December 10, 1952.

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

JEFFERSON CAFFERY

His Excellency

Major General MOHAMED NAGUIB,

Prime Minister of Egypt,

Cairo.

TURKEY

Surplus Agricultural Commodities

Agreement supplementing the agreement of March 12, 1956.

Signed at Ankara May 11, 1956;

Entered into force May 11, 1956.

AGREEMENT TO SUPPLEMENT THE AGRICULTURAL COMMODITIES AGREEMENT OF MARCH 12, 1956 BE- TWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE TURKISH REPUBLIC UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Agricultural Commodities Agreement Between the Government of the United States of America and the Government of the Turkish Republic under Title I of the Agricultural Trade Development and Assistance Act, as Amended, signed at Ankara on March 12, 1956, is hereby supplemented:

- (1) to provide for financing by the Government of the United States, on or before June 15, 1956, of additional commodities and ocean transportation, as follows:

68 Stat. 455.
7 U. S. C. §§ 1701-
1709.
TIAS 3517.
Ante, p. 385.

	Export Market Value (million)
Wheat	\$6. 9
Corn, yellow	. 3
Rice	1. 4
Beef tallow	1. 1
Ocean Transportation for 50% (estimated)	1. 4
<hr/>	
TOTAL	\$11. 1

and (2) to provide that the Turkish lira accruing to the Government of the United States as a consequence of sales of commodities pursuant to this amendment will be used by the Government of the United States as follows:

- (a) for payment of United States expenses in Turkey, including expenditures in accordance with subsections

- (a), (b), (f), and (h) of Section 104 of the Act, the Turkish lira equivalent of \$5.55 million,
- (b) for loans to the Government of Turkey to promote the economic development of Turkey under Section 104 (g) of the Act, but subject to supplemental agreement between the two Governments, the Turkish lira equivalent of \$5.55 million.

The provisions of this Agreement are supplemental to and not in replacement of the provisions of the Agreement of March 12, 1956, and all relevant provisions of the Agreement of March 12, 1956, are equally applicable to this Agreement. This Supplemental Agreement shall enter into force upon signature.

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

Done at Ankara, Turkey, in duplicate, in the English language, this eleventh day of May, 1956.

For the Government of the
United States of America
Foy D. KOHLER

Foy D. Kohler
Charge d'Affaires, ad interim

For the Government of
the Republic of Turkey
MELIH ESENBEL

Melih Esenbel, *Secretary General*
The Organization for International Economic Cooperation

YUGOSLAVIA

Defense: Offshore Procurement

*Understanding signed at Belgrade October 18, 1954;
Entered into force October 18, 1954.*

With related letters

Signed at Belgrade October 18, 1954.

MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES OF AMERICA AND YUGOSLAVIA RELATING
TO OFFSHORE PROCUREMENT

This memorandum sets forth certain principles and policies which the Government of the Federal People's Republic of Yugoslavia and the Government of the United States of America have agreed will govern the United States Offshore Procurement Program in Yugoslavia.

1. Scope and Purpose of the Offshore Procurement Program

It is the intent of the United States Government to procure in countries participating in the mutual security program those types of materials, services, supplies, construction and equipment appropriate either for mutual security military aid or for the direct use of United States Forces. It is intended that offshore procurement will materially contribute to the combined defense productive capacity of the nations participating in the mutual security program and will at the same time provide a means for increasing the dollar earnings of these countries. The extent of this program in Yugoslavia is dependent upon various considerations, including the ability of the U.S. Government to place contracts at reasonable prices with satisfactory delivery dates.

The United States Government will conduct offshore procurement in accordance with the Mutual Security Act of 1951, or any successor thereto, and other laws of the United States governing the mutual security program and military procurement. The obligations of the Yugoslav Government under OSP contracts will be limited to the undertakings contained in this memorandum and in such contracts.

65 Stat. 373.
22 U.S.C. § 1651
note.

The two Governments agree that no offshore procurement contracts in Yugoslavia or subcontracts thereunder should be placed with any contractor which either government has reason to believe has acted contrary to the mutual security interest of the two countries. The two Governments therefore agree to consult together with respect to the placing of any offshore procurement contract or subcontract with any contractor which either government reports to the other as having acted contrary to the mutual security interest of the two countries.

2. Contract Placement by Contracting Officers

It is understood that offshore procurement contracts will be placed and administered on behalf of the United States Government by contracting officers of the United States Military Departments.

3. Parties to Contracts

United States contracting officers may contract with the Yugoslav Government or directly with enterprises or other legal entities in Yugoslavia.

4. Contract Assistance

In the event that the United States Government is to procure directly from an enterprise or other legal entity in Yugoslavia, the Government of Yugoslavia will facilitate the execution and administration of such offshore procurement contracts.

5. Supply of Equipment, Materials and Manpower

The Government of Yugoslavia will accord to offshore procurement contractors and subcontractors in Yugoslavia priorities for securing equipment, materials, manpower and services equal to those which are accorded contractors having defense contracts with the Government of Yugoslavia or subcontracts thereunder.

6. Security

TIAS 2349.
2 UST 2257.

a: In accordance with the provisions of Article II, 2 of the Military Assistance Agreement between the two Governments dated November 14, 1951, the following procedural arrangements will be applicable to the transfer of classified material including information from the United States Government to the Yugoslav Government, or to enterprises or other legal entities having contracts with the United States Government.

(1) In the case of procurement contracts placed by the United States Government with the Yugoslav Government, or in the case of data submitted by the Yugoslav Government to the United States Government, any classified material, including information, delivered by one government to the other, will be given a security classification by the recipient government which will afford to the material substantially the same degree of security as that afforded by the originating government and will be treated by the recipient government as its own classified material of that security grading. The recipient government will not use such material, or permit it to be used, for other than military purposes, and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating government.

(2) In the case of contracts placed by the United States Government directly with enterprises or other legal entities, similar security arrangements for classified material will be followed. Classified material of the United States Government needed by a contractor will be delivered to the appropriate Secretariat of the Yugoslav Government. An official of that Secretariat will transmit the material to the contractor. Such material will, prior to transmittal, receive a security classification of the Yugoslav Government.

which will afford to the material substantially the same degree of security as that afforded by the United States Government. The Yugoslav Government will take steps to ensure that the security of such classified material is safeguarded.

(3) Upon request of the United States Government the Government of Yugoslavia will make recommendations with regard to the reliability of any prospective offshore procurement contractor in Yugoslavia from a security standpoint.

b: Any classified material which is to be delivered under contracts placed by the United States Government with the Yugoslav Government, enterprises or other legal entities in Yugoslavia, to a subcontractor in any country other than Yugoslavia, shall be transferred by the United States Government in accordance with procedures and subject to conditions governing transfer of classified material from the United States Government to contractors in such other country.

7. Inspection

Inspection of all materials, services, supplies, construction and equipment procured by the United States Government in Yugoslavia either from the Government of Yugoslavia or Yugoslav manufacturers and suppliers shall be carried out by representatives of the Government of Yugoslavia when requested by the United States Government. In such cases, the Government of Yugoslavia will certify to the United States Government that the products meet all specifications and other requirements of the contract. It is not the intention of the United States Government generally to duplicate inspection made by the Government of Yugoslavia but the United States Government shall have the right to make independent inspections and verifications. Accordingly, passage of any item by the inspectors of the Government of Yugoslavia may not necessarily be considered as acknowledgment by the United States that the supplies or services satisfy the contract requirements; such acknowledgment is made by the final acceptance of the United States Government. Final acceptance by the United States Government shall be conclusive and shall relieve the Government of Yugoslavia from any further responsibility whatever regarding the quality of supplies or services, except as to latent defects. Inspection services rendered by the Government of Yugoslavia will be free of cost or charge to the United States Government.

8. Credit Arrangements

It is understood that the Government of Yugoslavia will assist in providing Yugoslav contractors producing for the United States offshore procurement program treatment concerning banking priorities equal to that accorded to Yugoslav business establishments producing for the defense or export program of Yugoslavia.

9. Licenses

With respect to offshore procurement contracts or subcontracts that have been placed in Yugoslavia the Government of Yugoslavia will grant and facilitate the obtaining of any necessary licenses, including exchange control, export and import licenses which may be required in connection therewith.

10. Taxes

TIAS 2871.
4 UST, pt. 2, p. 2208. The provisions of the tax relief agreement between the Government of Yugoslavia and the United States Government dated July 23, 1953, and agreed procedural arrangements thereunder, are applicable to the offshore procurement program of the United States Government in Yugoslavia. The two governments may consult from time to time as the occasion arises regarding further implementation of that agreement.

11. Standard Contract Clauses

Standard clauses have been approved by the two governments for use, as appropriate, in contracts between them. Other clauses may be included in individual contracts.

12. Protection Against Legal Proceedings

a: (1) It is understood that any ownership, lien or similar interest of the United States Government in property acquired through or used in connection with offshore procurement contracts in Yugoslavia will be immune from legal process or seizure. For purposes of protection against legal proceedings the United States Government will be considered to have such an interest in any unfinished or undelivered supplies or any work in process, raw materials, parts or sub-assemblies used in, acquired for, or allocated to production under any offshore procurement contract.

(2) Likewise, it is understood that the United States Government is protected against suits or other legal action in Yugoslavia as to any matter which may arise out of an offshore procurement contract.

b: The status and number of contracting officers and other authorized procurement personnel who are in Yugoslavia in connection with the offshore procurement program and whose names are reported to the Yugoslav Government will be determined in accordance with the provisions of Article V of the Military Assistance Agreement between the United States of America and Yugoslavia dated November 14, 1951.

13. Destination of End-Items

a: Although the determination of specifications and other requirements of particular offshore procurement contracts may require a tentative identification of the recipient country to which the end-items are to be transferred, it is understood that the United States may subsequently amend any prior determination and identification as to which country shall be the ultimate recipient of the end-items produced.

b: In the event that procurement contracts are placed with the Yugoslav Government or Yugoslav contractors for items which are to be transferred by the United States to other countries it is agreed that deliveries will be made exclusively to representatives of the United States Government who will subsequently transfer the items to representatives of recipient countries. In such cases the Yugoslav Government agrees that it will:

- (1) permit entry into Yugoslavia of representatives of recipient countries for the purpose of taking delivery of such items;
- (2) permit travel within Yugoslavia and provide transportation to recipient countries' representatives in connection with each delivery made, unless regular transportation is available;
- (3) issue without delay all necessary export documents required for out-shipment of each lot delivered;
- (4) make available without delay such transportation facilities as may be required.

14. Contract Terms

Since the statutes of the United States prohibit utilization of a contract upon which payment consists of reimbursement of cost of performing the contract plus a percentage of such cost as profit it is understood that such a system of determining the amount to be paid to a contractor shall not be employed in contracts entered into between the United States Government and either the Government of Yugoslavia or other Yugoslav contractors. Further, the Government of Yugoslavia advises that it will not utilize the type of contract in which the amount of payment is made on that basis in subcontracts under any contracts between the United States Government and the Government of Yugoslavia.

15. Reporting of Subcontracts

On such contracts as are entered into between the United States Government and the Government of Yugoslavia, the Government of Yugoslavia will furnish to the United States contracting officers such information as may be requested regarding the placement by the Yugoslav Government of subcontracts and purchase orders under such government to government contracts.

16. No Profits

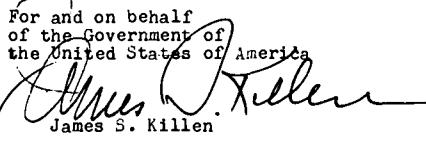
a: The Government of the FPRY disclaims, under the terms of this Agreement, any and all participation in the profits accruing from any offshore procurement contract placed in Yugoslavia, including net gains resulting from fluctuations in currency exchange rates. The Government of Yugoslavia agrees to determine whether it has realized any such profit, in which event or in the event that the United States considers that such profit may have been realized,

the Government of Yugoslavia agrees that it will immediately enter into conversation with the United States Government for the purpose of determining the existence and the amount of such profit. During these conversations, the Yugoslav Government shall furnish the United States Government such documents and accounting data as may be necessary to determine the facts. In the computation of profits hereunder, the contracts shall be taken collectively. If as a result of conversations between the respective Governments it is established that profit has been realized by the Yugoslav Government on such contracts, it shall refund the amount of the profit to the United States Government under arrangements and procedures to be agreed upon between the two Governments. A refund adjustment will be accomplished on completed contracts at the earliest practicable date, but an initial adjustment will be effected and the refund, if any, made covering the period ending December 31, 1956. Periodic adjustments and refunds will be made for subsequent periods at such later dates as may be mutually agreed upon by the two Governments. This article shall not be construed as affecting in any manner any special profit refunding or price revision provisions as may be contained in individual contracts.

b: With respect to any offshore procurement contract as to which the Government of Yugoslavia places a subcontract with an enterprise, if the cost to the Government of Yugoslavia of subcontracting is less than the total amount paid by the United States Government to Yugoslavia under the prime contract, the difference between the two amounts would be profit subject to refund. To the extent that the Government of Yugoslavia does not subcontract an offshore procurement contract but performs it directly, then irrespective of whether or not it makes use of a government department or agency for such performance the entire difference between the cost of performing the contract and the amount paid by the United States Government would be refundable profit.

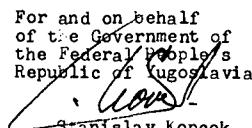
Done at Belgrade this 18th day of October, 1954 in two originals.

For and on behalf
of the Government of
the United States of America


James S. Killen

[SEAL]

For and on behalf
of the Government of
the Federal People's
Republic of Yugoslavia


Stanislav Kopcok

[SEAL]

*The Director, U. S. Operations Mission, to the Yugoslav Ambassador,
State's Counsellor, Secretariat of State for Foreign Affairs*

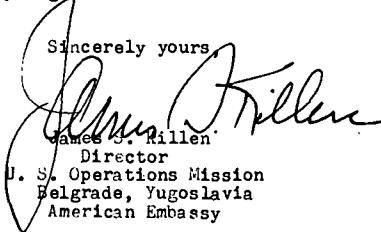
Belgrade, October 18, 1954

Dear Ambassador Kopcok:

The Memorandum of Understanding relating to offshore procurement signed today by representatives of the Government of the FPRY and the Government of the United States, refers in Paragraph 11 to certain standard contract clauses, to be used, as appropriate in contracts between the two Governments. The Government of the United States believes these standard contract clauses should be considered a part of the Memorandum of Understanding.

Pursuant to the confirmation of this view by the Government of the FPRY, these standard clauses shall be so considered.

Accept, Sir, the assurance of my highest consideration.

Sincerely yours,

James S. Killen
Director
U. S. Operations Mission
Belgrade, Yugoslavia
American Embassy

Ambassador Stanislav Kopcok,
State's Counsellor,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Belgrade.

TIAS 3567

The Yugoslav Ambassador, State's Counsellor, Secretariat of State for Foreign Affairs, to the Director, U. S. Operations Mission

Belgrade, October 18, 1954

Dear Mr. Killen:

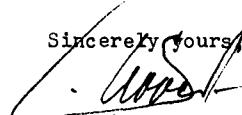
This will acknowledge receipt of your letter of October 18, 1954, the text of which reads as follows:

"The Memorandum of Understanding relating to offshore procurement signed today by representatives of the Government of the FPRY and the Government of the United States, refers in Paragraph 11 to certain standard contract clauses, to be used, as appropriate in contracts between the two Governments. The Government of the United States believes these standard contract clauses should be considered a part of the Memorandum of Understanding.

"Pursuant to the confirmation of this view by the Government of the FPRY, these standard clauses shall be so considered."

I have the honour to inform you on behalf of the Government of the FPRY of my concurrence with the above letter.

Sincerely yours,


Ambassador Stanislav Kopcok
State's Counsellor
Secretariat of State for Foreign Affairs
Federal People's Republic of Yugoslavia
Belgrade

Mr. James S. Killen, Director
U.S. Operations Mission
Belgrade, Yugoslavia
American Embassy

*The Director, U. S. Operations Mission, to the Yugoslav Ambassador,
State's Counsellor, Secretariat of State for Foreign Affairs*

Beograd, October 18, 1954

Dear Ambassador Kopcok:

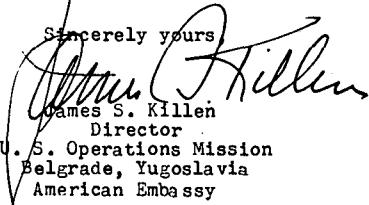
With reference to the Memorandum of Understanding between Yugoslavia and the United States of America relating to offshore procurement, signed today by the representatives of the Government of the FPRY and the Government of the United States of America, and with specific reference to paragraph 13, "Destination of End Items" therein, I have the honor to inform you that the Government of the United States would not expect the Government of the FPRY to permit entry into or travel within Yugoslavia of representatives of a government with which the Government of the FPRY does not have diplomatic relations.

In the event that end items produced in Yugoslavia under offshore procurement contracts are to be transferred to such a government, the Government of the United States considers that the provisions in paragraph 13-b: (3) and (4) would be honored by the Government of the FPRY and, further, in such a case the Government of the United States would arrange that the delivery and transfer of such end items be undertaken outside of Yugoslavia.

It is further agreed, however, that the Government of the United States will retain exclusively for itself the option, under the terms of this Agreement, to determine originally or by subsequent amendment, the destination and ultimate recipient of end items produced under any offshore procurement contract placed in Yugoslavia.

Would you kindly inform me whether the Government of the
FPRY concurs in the above.

Accept, Sir, the assurance of my highest consideration.

Sincerely yours,

James S. Killen
Director
U. S. Operations Mission
Belgrade, Yugoslavia
American Embassy

Ambassador Stanislav Kopcok
State's Counsellor
Secretariat of State for Foreign Affairs
Federal People's Republic of Yugoslavia
Belgrade

The Yugoslav Ambassador, State's Counsellor, Secretariat of State for Foreign Affairs, to the Director, U. S. Operations Mission

Belgrade, October 18, 1954

Dear Mr. Killen:

This will acknowledge receipt of your letter of October 18, 1954, the text of which reads as follows:

"With reference to the Memorandum of Understanding between Yugoslavia and the United States of America relating to offshore procurement, signed today by the representatives of the Government of the FPRY and the Government of the United States of America, and with specific reference to paragraph 13, "Destination of End Items" therein, I have the honour to inform you that the Government of the United States would not expect the Government of the FPRY to permit entry into nor travel within Yugoslavia of representatives of a government with which the Government of the FPRY does not have diplomatic relations.

In the event that end items produced in Yugoslavia under offshore procurement contracts are to be transferred to such a government, the Government of the United States considers that the provisions in paragraph 13-b: (3) and (4) would be honored by the Government of the FPRY and, further, in such a case the Government of the United States would arrange that the delivery and transfer of such end items be undertaken outside of Yugoslavia.

It is further agreed, however, that the Government of the United States will retain exclusively for itself the option, under the terms of this Agreement, to determine originally or by subsequent amendment, the destination and ultimate recipient of end items produced under any offshore procurement contract placed in Yugoslavia.

Would you kindly inform me whether the Government of the FPRY concurs in the above."

I have the honour to inform you on behalf of the Government of the Federal People's Republic of Yugoslavia of my concurrence with the above letter.

Accept, Sir, the assurances of my highest consideration.

Sincerely yours,

Ambassador Stanislaw Kopcok
State's Counsellor
Secretariat of State for Foreign Affairs
Federal People's Republic of Yugoslavia
Belgrade

Mr. James S. Killen
Director, U.S. Operations Mission
Belgrade, Yugoslavia
American Embassy

The Yugoslav Ambassador, State's Counsellor, Secretariat of State for Foreign Affairs, to the Director, U. S. Operations Mission

Belgrade, October 18, 1954

Dear Mr. Killen:

Referring to the Memorandum of Understanding between the United States of America and Yugoslavia relating to offshore procurement, signed today by the representatives of the Government of FPRY and the Government of the USA, I have the honour to inform you as follows:

In order to expedite operations under this Memorandum of Understanding, the Government of FPRY is prepared to give instructions to its diplomatic and consular representatives in Washington, Paris, London, Bonn and Munich to issue, in as prompt a fashion as possible, official entry and exit visas to such representatives of US military authorities who have duties and responsibilities in the field of offshore deliveries and who would be coming to Yugoslavia in connection with the offshore business. Appropriate US Government authorities will officially request the issuance of visas for such representatives.

Sincerely yours,


Ambassador Stanislav Kopcok
State's Counsellor
Secretariat of State for Foreign Affairs
Federal People's Republic of Yugoslavia
Belgrade

Mr. James S. Killen
Director, U.S. Operations Mission
Belgrade, Yugoslavia
American Embassy

*The Director, U. S. Operations Mission, to the Yugoslav Ambassador,
State's Counsellor, Secretariat of State for Foreign Affairs*

Belgrade, October 18, 1954

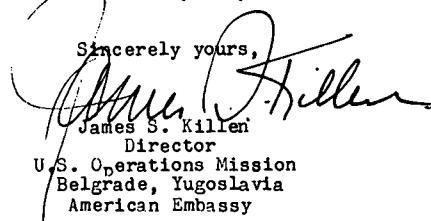
Dear Ambassador Kopcok:

You have asked for a statement concerning our interpretation of the phrase "including net gains resulting from fluctuations in currency exchange rates" in the first sentence of Para. 16 of the Memorandum of Agreement between our two Governments, governing offshore procurement matters.

This phrase is intended to insure the right of the United States to seek reimbursement of any "windfall" profit which accrues to the Government of the FPRY or to the National Bank of Yugoslavia as a result of changes in the rates of exchange between any of the currencies involved in offshore procurement contracts or sub-contracts in Yugoslavia. Such profits would have no relationship to the provision of goods and/or services under any such contract and could in no way be represented as proper or legitimate under the overall waiver of "profits" which this paragraph provides.

I trust this clarification is satisfactory to you.

Sincerely yours,


James S. Killen
Director
U.S. Operations Mission
Belgrade, Yugoslavia
American Embassy

Ambassador Stanislav Kopcok
State's Counsellor,
Secretariat of State for Foreign Affairs
Federal People's Republic of Yugoslavia
Belgrade

STANDARD CONTRACT FORM FOR USE IN CONTRACTS BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND YUGOSLAVIA

[NOTE: The text of this standard contract is exactly the same as that of contracts already signed by the Yugoslav Government except for plainly indicated typewritten changes. "NOTES" are explanatory only and not part of the standard contract.]

COVER SHEET

Contract No.-----

NEGOTIATED CONTRACT for the Procurement of Supplies and Services
in Yugoslavia

62 Stat. 21.

This contract is entered into pursuant to the provisions of Section 2 (c) (1) of the Armed Services Procurement Act of 1947, as amended (41 U. S. Code 151, *et seq.*) and other applicable law.

Funds Chargeable: -----

Amount of Contract: -----

Fiscal Officer: -----

PAYMENT: to be made in United States Dollars

by-----

at-----

to-----

This contract is entered into this ----- day of ----- 19____ by and between the United States of America (hereinafter called the United States Government) represented by the Contracting Officer executing this contract and The Federal People's Republic of Yugoslavia (hereinafter called the Yugoslav Government) represented by -----.

Ante, p. 849.

This contract is executed subject to the agreement and conditions included in the Memorandum of Understanding between the United States Government and the Yugoslav Government relating to procurement of supplies, services and materials dated -----.

[NOTE: Existing contracts contain the following language in lieu of that set forth above: The United States Government and the Yugoslav Government expect to consummate a Memorandum of Understanding between the two Governments relating to procurement of supplies and services and do hereby agree that the provisions of such Memorandum shall be applicable to this contract.]

The parties hereto agree that the Yugoslav Government shall furnish and deliver all of the supplies and perform all the services set forth in the Schedule for the consideration stated therein.

Schedule Page 1 of ____ pages

SCHEDULE

Item No.	Supplies or Services	Quantity (Number of Units)	Unit	Unit Price Excl Taxes	Amount Excl Taxes

**TOTAL CONTRACT
PRICE EXCL TAXES:**

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under-Secretary, or any Assistant Secretary of the United States Military Department concerned; and the term "his duly authorized representative" means any person or persons (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) The term "United States Government" means the United States of America.

(d) The term Yugoslav Government means The Federal People's Republic of Yugoslavia or any officer duly authorized to act on behalf of the Yugoslav Government in relation to this contract.

(e) Except as otherwise provided in this contract, the term "subcontracts" means any agreement, contract, subcontract, or purchase order made by the Yugoslav Government with any contractor in fulfillment of any part of this contract, and any agreements, contracts, subcontracts or purchase orders thereunder.

2. CHANGES

The Contracting Officer may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Yugoslav Government for adjustment under this clause must be asserted within thirty days from the date of receipt by the Yugoslav Government of the notification of change; provided, however, that the Contracting Officer if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Nothing in this clause shall excuse the Yugoslav Government from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor has been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading,

shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) Adequate inspection and test of all supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) to insure conformity with drawings, designs and specifications of the contract shall be effected by the Yugoslav Government.

(b) The Yugoslav Government will furnish a certificate or certificates stating that the inspection has been made and that all supplies, services or materials covered by the certificate meet all requirements of the schedules, drawings, designs and specifications of the contract.

(c) The United States Government representatives shall have the right to make independent inspection and verification and to verify that (1) the end items conform to standards and drawings, designs and specifications, and (2) the quantity of end items specified is delivered. The United States representatives will notify the appropriate Yugoslav Government representatives when they intend to conduct inspections and such inspection will, insofar as feasible, be conducted promptly.

(d) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected in place, as requested by the Contracting Officer, by and at the expense of the Yugoslav Government promptly after notice, and shall not again be tendered for acceptance unless the former tender and either the rejection or requirement for correction is disclosed.

(1) The Yugoslav Government will provide and require their contractors and subcontractors to provide to the United States Government inspectors, without additional charge to the United States Government, reasonable facilities and assistance for the safety and convenience of the United States Government representatives in the performance of their duties. Final acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Yugoslav Government from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the United States Government therefor.

(2) The inspection and test by the United States Government of any supplies or lots thereof does not relieve the Yugoslav Government from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to final acceptance. Except as otherwise provided in this contract, final acceptance shall be conclusive except as regards latent defects.

(e) The Yugoslav Government shall provide and maintain an inspection system acceptable to the United States Government covering the supplies hereunder. Records of all inspection work by the Yugoslav Government shall be kept complete and available to the United States Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (1) the Yugoslav Government shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and (2) the Yugoslav Government shall bear all risks as to rejected supplies after notice of rejection.

7. TERMINATION

(a) The performance of work under this contract may be terminated by the United States Government in accordance with this clause in whole, or, from time to time, in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the United States Government. Any such termination shall be effected by delivery to the Yugoslav Government of a Notice of Termination specifying to the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise required by the Contracting Officer, the Yugoslav Government shall (1) stop work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the United States Government, in the manner, at the time, and to the extent required by the Contracting Officer, all of the right, title and interest of the Yugoslav Government under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title and deliver to the United States Government, in the manner, at the times, and to the extent, if any, required by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the contract has been completed, would have been required to be furnished to the United States Government; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price or prices required or authorized by the Contracting Officer, any property of the types referred to in provision (6) of this paragraph, provided, however, that the Yugoslav Government (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the United States Government to the Yugoslav Government under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may require; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Contracting Officer may require for the protection and preservation of the property related to this contract which is in the possession of the Yugoslav Government and in which

the United States Government has or may acquire an interest. At any time after expiration of the plant clearance period, as defined in Section VIII, Armed Services Procurement Regulation, as it may be amended from time to time, the Yugoslav Government may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been required or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Contracting Office upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

32 CFR, 1954 Rev.,
§ 8.217.

(c) After receipt of a Notice of Termination, the Yugoslav Government shall submit to the Contracting Officer its termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than two years from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Yugoslav Government made in writing within such two-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such two-year period or any extension thereof. Upon failure of the Yugoslav Government to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Yugoslav Government by reason of the termination and shall thereupon pay to the Yugoslav Government the amount so determined.

(d) Subject to the provisions of paragraph (c), the Yugoslav Government and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Yugoslav Government by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Yugoslav Government shall be paid the agreed amount.

(e) Any determination of costs under paragraph (c) hereof shall be governed by the Statement of Principles for Consideration of Costs set forth in Part 4 of Section VIII of the Armed Services Procurement Regulation, as in effect on the date of this contract.

(f) In arriving at the amount due the Yugoslav Government under this clause there shall be deducted (1) all unliquidated payments on account theretofore made to the Yugoslav Government, (2) any claim which the United States Government may have against the Yugoslav Government in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials supplies, or other things acquired by the Yugoslav Government or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the United States Government.

(g) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Yugoslav Government may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination) and

such equitable adjustment as may be agreed upon shall be made in such price or prices.

(h) Upon notification to the United States Government by the Yugoslav Government that the Yugoslav Government is precluded from performing the contract in accordance with its terms and conditions due to circumstances beyond its control the two Governments will consult with a view toward negotiating an amendment to this contract. If the two Governments cannot agree to an amendment extending the time of performance or otherwise modifying the contract so as to enable the Yugoslav Government to perform it, the United States Government may terminate this contract by reason of the inability of the Yugoslav Government to perform it. Such termination shall be without cost to the United States Government and without liability of either Government to the other; provided that the parties hereto may agree upon the transfer to the United States Government of any or all of the property of the types referred to in paragraph (b) (6) above, in which event the United States Government will pay to the Yugoslav Government (i) the price provided in the contract for items completed in accordance with the contract requirements, and (ii) a price mutually agreed upon for other items.

(i) Unless otherwise provided for in this contract, or by applicable statute, the Yugoslav Government, from the effective date of termination and for a period of six years after final settlement under this contract, shall preserve and make available to the United States Government at all reasonable times at the office of the Yugoslav Government but without direct charge to the United States Government, all its books, records, documents, and other evidence bearing on the costs and expenses of the Yugoslav Government under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

8. TAXES

(a) The contract prices, including the prices in subcontracts hereunder, do not include any tax or duty which the United States Government and the Yugoslav Government have agreed shall not be applicable to expenditures in Yugoslavia by the United States, or any other tax or duty not applicable to this contract under the laws of Yugoslavia. If any such tax or duty has been included in the contract prices through error or otherwise, the contract prices shall be correspondingly reduced.

(b) If, after the contract date, the United States Government and the Yugoslav Government shall agree that any tax or duty included in the contract prices shall not be applicable to expenditures in Yugoslavia by the United States, the contract prices shall be reduced accordingly.

9. SUBCONTRACTING

(a) The Yugoslav Government undertakes that in any subcontract made in connection with this contract they will employ the same procurement methods and procedures as they employ in contracting for their own requirements.

(b) The Yugoslav Government agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to the performance of this contract, by any subcontractor against the Yugoslav Government or the United States Government.

10. PAYMENTS

The Yugoslav Government shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or, when requested by the Yugoslav Government, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50% of the total amount of this contract.

11. UNITED STATES OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress of the United States, or resident commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES

The Yugoslav Government warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Yugoslav Government for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. GRATUITIES

The Yugoslav Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 and Section 629 of Public Law 488, 82nd Congress of the United States, and like provisions embodied in subsequent United States appropriation acts.

65 Stat. 450; 66 Stat.
536.

14. FILING OF PATENT APPLICATIONS

While and so long as the subject matter of this contract is classified security information, the Yugoslav Government agrees that it will not file, or cause to be filed, an application or registration for patent disclosing any of said subject matter without first referring the proposed application or registration to the Contracting Officer for determination as to whether, for reasons of security, permission to file such application or registration should be denied, or whether such application may be filed on conditions imposed by the Contracting Officer.

15. COPYRIGHT

(a) The Yugoslav Government agrees to and does hereby grant to the United States Government, and to its officers, agents and employees acting within the scope of their official duties, (i) a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize, in behalf of the United States Government or in the furtherance of mutual defense, others so to do, all copyrightable

material first produced or composed and delivered to the United States Government under this contract by the Yugoslav Government, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Yugoslav Government in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent that the Yugoslav Government now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Yugoslav Government agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The Yugoslav Government agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Yugoslav Government with respect to any material delivered under this contract.

16. GUARANTY

The Yugoslav Government undertakes that the benefit of any guarantee obtained in respect of any subcontract shall be passed on to the United States Government.

17. SECURITY

Any materials, documents, designs, drawings or specifications delivered by the United States Government to the Yugoslav Government and any materials, documents, designs, drawings, specifications or supplies delivered by the Yugoslav Government to the United States Government in the performance of this contract, which are classified by the originating Government as "Top Secret," "Secret," "Confidential" or "Restricted," shall be given a security classification by the recipient Government which will afford to the material substantially the same degree of security as that afforded by the originating government and shall be treated by the recipient Government as its own classified material of that security grading.

The recipient Government will not use such material including information, or permit it to be used for other than military purposes and will not disclose such material, or permit it to be disclosed to another nation without the consent of the originating Government.

The recipient Government will, on request, give to the originating Government an acknowledgment of receipt in writing for any such classified material.

The recipient Government agrees to include appropriate provisions covering military security material including information in all subcontracts hereunder.

[NOTE: Above clause is one inserted in ordnance contracts placed in June 1954.]

18. TECHNICAL INFORMATION

The Yugoslav Government agrees that the United States Government shall have the right to duplicate, use and disclose, in behalf of the United States Government or in the furtherance of mutual defense, all or any part

of the reports, drawings, blueprints, data and technical information, specified to be delivered by the Yugoslav Government to the United States Government under this contract.

19. ASSIGNMENT OF CLAIMS

No claim arising under this contract shall be assigned by the Yugoslav Government except as follows:

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940 as amended (31 U. S. Code 203, 41 U. S. Code 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Yugoslav Government from the United States Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

54 Stat. 1029; 61
Stat. 501.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," "Confidential," or "Restricted" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; *provided*, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer.

20. REPORTING OF ROYALTIES

If this contract is in an amount which exceeds \$10,000 the Yugoslav Government agrees to report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by it directly to others in the performance of this contract. The Yugoslav Government further agrees (i) to furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer, and (ii) to insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of ten thousand United States dollars.

SIGNATURE SHEET

The rights and obligations of the parties to this contract shall be subject to and governed by the Cover Sheet, the Schedule consisting of _____ numbered pages, the General Provisions consisting of _____ numbered pages and this Signature Sheet. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. It is agreed that quotations and/or conversations leading up to and during the negotiations of this contract have been consummated by signing this contract which, together with the Memorandum of Understanding dated _____, constitutes the entire agreement between the parties hereto. The provisions of this contract shall be interpreted on the basis of the laws of the United States and the English language version of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF
AMERICA

By -----

(Authorized Officer)

By -----

(Contracting Officer)

(Address)

(Address)

For -----

*The Director, U. S. Operations Mission, to the Yugoslav Ambassador,
State's Counsellor, Secretariat of State for Foreign Affairs*

October 18, 1954

Dear Ambassador Kopcok:

You have asked for clarification of the intent of the United States Government with reference to Para. 16 (entitled "NO PROFITS") of the Memorandum of Understanding between our two governments concerning OSP in Yugoslavia.

The intent of this paragraph is twofold: first, to obtain the agreement of the Yugoslav Government that it disclaims all "profit" from the production of OSP items in Yugoslavia and, second, to insure the right of the U. S. Government to seek reimbursement in any case in which the Yugoslav Government appears to have received such a "profit." Whereas the Tax Agreement signed by our two governments on July 23, 1952, provides that no taxes will be included in the cost to the United States of any OSP item produced in Yugoslavia, the subject paragraph would prevent the Yugoslav Government from enjoying any "windfall profit" from OSP operations or participating in any normal operating profit earned by the producing enterprise.

TIAS 2871.
4 UST, pt. 2, p. 2208.

Para. 16 does not seek to prevent the Government of Yugoslavia, or local subdivisions thereof, from exercising the usual governmental function of collecting public revenues, for public purposes, from the profits of industrial enterprises in Yugoslavia, including those involved in OSP production, through the operation of legislatively-determined revenue laws. The right and responsibility of public authorities to collect public revenues is recognized and acknowledged. However, in any case in which the revenue demands placed against an enterprise producing OSP appear discriminatory (as compared with revenue demands placed against non-OSP enterprises), or in which the rate of revenue demanded appears to be in excess of that usually applied to Yugoslav enterprises, thereby providing governmental bodies with a "profit" over and above usual revenue, the U. S. Government under the language and intent of Para. 16 is

privileged to enter into discussions with the Yugoslav Government for the purpose of seeking reimbursement of such "profit."

I trust this clarification will be satisfactory to your Government.

Very truly yours,

(signed) JAMES S. KILLEEN

James S. Killen

Director

Ambassador Stanislav Kopcok,
State Counsellor,
Secretariat of State for Foreign Affairs,
Federal People's Republic of Yugoslavia,
Belgrade.

FINLAND

Surplus Agricultural Commodities

*Agreement supplementing the agreement of May 6, 1955,
as amended and supplemented.*

Post, p. 2925.

*Signed at Helsinki April 26, 1956;
Entered into force April 26, 1956.*

AGREEMENT TO FURTHER SUPPLEMENT THE AGREEMENT DATED MAY 6, 1955 BETWEEN THE UNITED STATES OF AMERICA AND FINLAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.

Being desirous of supplementing further the Surplus Agricultural Commodities Agreement between the United States of America and Finland under Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, signed at Helsinki, Finland, on May 6, 1955, it is hereby agreed as follows:

1. The Government of the United States undertakes to finance, on or before September 30, 1956, additional commodities and ocean transportation, as follows:

68 Stat. 455.
7 U.S.C. §§ 1701-1709.
TIAS 3248.
6 UST 1103.

	Export Market Value f.o.b. or f.a.s. (thousand)
Wheat	\$2,900
Ocean transportation	400
Total:	<hr/> \$3,300

2. The Finnmarks accruing to the Government of the United States as a consequence of sales of commodities pursuant to paragraph 1 of this Agreement will be used by the Government of the United States for payment of United States expenses in Finland, including expenditures in accordance with sub-sections 104 (a), (d), (f) and (h) of the Agricultural Trade Development and Assistance Act of 1954, as amended.

3. In paragraph 1 of the Supplemental Surplus Agricultural Commodities Agreement between the United States of America

TIAS 3534.
Ante, p. 517.

and Finland under Title I of the Agricultural Trade Development and Assistance Act of 1954 signed at Helsinki, Finland, on March 26, 1956, the words "dried fruit" shall be deleted and the word "fruit" shall be substituted in lieu thereof, with the understanding that the financing of any fruits except dried prunes and raisins is subject to subsequent agreement and to the issuance by the Government of the United States of purchase authorizations therefor.

4. Except as otherwise provided herein, the provisions of the present Agreement are supplemental to, and not in replacement of, the provisions of the Agreement of May 6, 1955, as supplemented by the Agreements of January 12, 1956 and March 26, 1956, which, to the extent relevant, apply to transactions undertaken pursuant to the present Agreement.

The present Agreement shall enter into force upon signature.

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

Done at Helsinki, this 26th day of April, 1956.

JOHN D HICKERSON

John D Hickerson

LEO TUOMINEN

Leo Tuominen

[SEAL]

PERU

Surplus Agricultural Commodities

*Agreement signed at Lima May 7, 1956;
Entered into force May 7, 1956.*

**ACUERDO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
RESPECTO A PRODUCTOS AGRICOLAS SOBRANTES**

AGREEMENT BETWEEN THE UNITED STATES
OF AMERICA AND PERU REGARDING
SURPLUS AGRICULTURAL COMMODITIES

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

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

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

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

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Perú pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I
SALES FOR SOLES

1. Subject to the issuance and acceptance of purchase authorizations referred in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for soles of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, to the Government of Perú.

ACUERDO ENTRE EL GOBIERNO DEL PERÚ Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA RESPECTO A PRODUCTOS AGRÍCOLAS SOBRANTES

El Gobierno del Perú y el Gobierno de los Estados Unidos de América:

Reconociendo la conveniencia de ampliar el comercio en productos agrícolas entre sus dos países y con otras naciones amigas en tal forma que no desplace las ventas en el mercado que Estados Unidos acostumbre efectuar de esos productos o desorganice indebidamente los precios mundiales de los productos agrícolas;

Considerando que la compra en Soles de sobrantes de artículos agrícolas producidos en los Estados Unidos ayudará a lograr dicha expansión del comercio;

Considerando que los Soles provenientes de dichas compras serán utilizados de manera que beneficien a los dos países;

Deseando sentar las bases del entendimiento que regulará las ventas de productos agrícolas sobrantes al Perú, de conformidad con el Título I de la Ley enmendada de Ayuda y Desarrollo del Comercio Agrícola de 1954, y de las medidas que los dos Gobiernos tomarán individual y colectivamente en promover la expansión del comercio en dichos artículos;

Han convenido en lo siguiente:

ARTICULO I
VENTAS EN SOLES

1. Con sujeción al otorgamiento y aceptación de autorizaciones de compra a que se hace referencia en el párrafo 2 de este artículo, el Gobierno de los Estados Unidos de América se compromete a financiar el 6 antes del 30 de Junio de 1956, la venta en Soles al Gobierno del Perú de ciertos productos agrícolas señalados como sobrantes conforme a la Ley enmendada de Ayuda y Desarrollo del Comercio Agrícola de 1954.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the soles accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of Peru. Certain commodities and amounts, with respect to which tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Peru of the following commodities, in the values indicated, during the United States fiscal year 1956, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Value</u> (Millions of dollars)
Wheat	2.47
Ocean transportation (est.)	0.31
Total	2.78

ARTICLE II USES OF SOLES

1. The two Governments agree that the soles accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) For purposes pursuant to section 104 (a), (c), (f) and (h) of the Act; the sol equivalent of \$780,000.
- (b) For loans to the Government of Peru to promote the economic development of Peru under section 104 (g) of the Act; the sol equivalent of \$2,000,000 subject to supplemental agreement between the two Governments.

2. El Gobierno de los Estados Unidos extenderá, dentro de los términos de este Acuerdo, autorizaciones de compra que incluirán disposiciones relativas a la venta y entrega de mercaderías, la fecha y circunstancias del depósito de Soles provenientes de dichas ventas y otros asuntos pertinentes, y que estarán sujetos a la aceptación por parte del Gobierno del Perú. En el párrafo 3 de este artículo se da una lista de ciertos artículos y sumas respecto a los cuales se ha llegado a un acuerdo preliminar entre los dos Gobiernos.

3. El Gobierno de los Estados Unidos se compromete a financiar la venta al Perú de los siguientes artículos, por los valores indicados, durante el año fiscal de 1956 de los Estados Unidos, de conformidad con los términos del Título I de dicha Ley y de este Acuerdo:

<u>Artículo</u>	<u>Valor</u> (Millones de dólares)
Trigo	2.47
Transporte marítimo (est.)	0.31
Total	2.78

ARTICULO II UTILIZACION DE LOS SOLES

1. Los dos Gobiernos convienen en que los Soles que el Gobierno de los Estados Unidos de América obtenga como consecuencia de las ventas efectuadas de conformidad con este Acuerdo serán utilizados por el Gobierno de los Estados Unidos para los siguientes fines por los montos indicados:

- (a) Para los fines señalados en la sección 104 (a), (c), (f), y (h) de la Ley; el equivalente en Soles de \$780,000.
- (b) Para préstamos al Gobierno del Perú para impulsar el desarrollo económico del Perú conforme a lo dispuesto en la sección 104 (g) de la Ley; el equivalente en Soles de \$2,000,000 con sujeción a un acuerdo suplementario entre los dos Gobiernos.

2. The soles accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III
DEPOSITS OF SOLES

1. The amount of soles to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into soles at the rate of exchange for U.S. dollars generally applicable to import transactions, (excluding imports granted a preferential rate) on the dates of dollar disbursement by the United States or U.S. banks on behalf of the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

2. Los Soles provenientes de este Acuerdo serán gastados por el Gobierno de los Estados Unidos para los fines indicados en el párrafo 1 de este Artículo, en tal forma y orden de prioridad que el Gobierno de los Estados Unidos determine.

ARTICULO III
DEPOSITOS DE LOS SOLES

1. El monto de Soles que deba depositarse en la cuenta de los Estados Unidos será el valor de las ventas en dólares de las mercaderías reembolsado o financiado por el Gobierno de los Estados Unidos convertida a Soles al tipo de cambio del dólar de los Estados Unidos que se aplique generalmente a las importaciones (excluyendo importaciones a las que se conceda un tipo preferencial) vigente en las fechas en que se efectúe desembolso de dólares por los Estados Unidos o bancos de los Estados Unidos por cuenta de los EE.UU. Dicho valor de las ventas en dólares incluirá flete marítimo y manipulación, reembolsado o financiado por el Gobierno de los Estados Unidos, pero no incluirá ningún costo extra de flete marítimo resultante de la exigencia por parte de Estados Unidos de que el transporte de los artículos se haga en barcos de bandera de los Estados Unidos.

ARTICLE IV
GENERAL UNDERTAKINGS

1. The Government of Perú agrees that it will take all possible measures to prevent the resale or transhipment to other countries, or use for other than domestic purposes, (except where such resale, transhipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to

ARTICULO IV
ARREGLOS GENERALES

1. El Gobierno del Perú conviene en que tomará todas las medidas posibles para prevenir la reventa o trasbordo a otros países, u otros usos que no sean domésticos (salvo que dicha reventa, trasbordo o uso haya sido específicamente aprobado por el Gobierno de los Estados Unidos) de productos agrícolas sobrantes comprados de conformidad con las disposiciones de la Ley enmendada de Ayuda y Desarrollo del Comercio Agrícola de 1954, y para asegurarse que sus compras de dichos artículos no resulten aumentando las disponibilidades de ellos o de artículos semejantes para las naciones que no sean amigas de los Estados Unidos.

2. Los dos Gobiernos convienen en que ambos tomarán precauciones razonables

assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

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

4. The Government of Perú agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V
CONSULTATION

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

para asegurarse que todas las ventas de productos agrícolas sobrantes de conformidad con la Ley enmendada de Ayuda y Desarrollo del Comercio Agrícola de 1954 no desorganicen indebidamente los precios mundiales de los productos agrícolas, desplacen las colocaciones usuales de estos artículos en los mercados por los Estados Unidos, o materialmente perjudiquen las relaciones comerciales entre las naciones del mundo libre.

3. Al llevar a efecto este Acuerdo los dos Gobiernos buscarán de asegurar condiciones comerciales que permitan a los comerciantes privados operar eficazmente y pondrán en juego sus mejores esfuerzos para desarrollar y aumentar la continua demanda de productos agrícolas en el mercado.

4. El Gobierno del Perú conviene en suministrar a solicitud del Gobierno de los Estados Unidos, información sobre el progreso del programa, particularmente respecto a la llegada y condición de los productos y disposiciones para mantener las colocaciones usuales así como información relacionada con exportaciones de los mismos productos y productos semejantes.

ARTICULO V
CONSULTAS

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

ARTICLE VIENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE at Lima, in the English and Spanish languages, in duplicate this seven day of May, nineteen hundred and fifty-six.

ARTICULO VIVIGENCIA

Este Acuerdo entrará en vigencia tan luego haya sido suscrito.

EN FE DE LO CUAL, los representantes respectivos, debidamente autorizados con tal propósito, han firmado el presente Acuerdo.

HECHO en Lima, en los idiomas inglés y español, en duplicado, a los siete días del mes de mayo de mil novecientos cincuenta y seis.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

[SEAL] ELLIS O. BRIGGS

FOR THE GOVERNMENT OF PERU
POR EL GOBIERNO DEL PERU

[SEAL] L E LLOSA

PARAGUAY

Surplus Agricultural Commodities

*Agreement signed at Asunción May 2, 1956;
Entered into force May 18, 1956.*

A G R E E M E N T

BETWEEN THE UNITED STATES OF AMERICA AND THE
REPUBLIC OF PARAGUAY UNDER TITLE I OF THE
AGRICULTURAL TRADE DEVELOPMENT AND ASSIST-
ANCE ACT OF THE UNITED STATES OF AMERICA

C O N V E N I O

SOBRE PRODUCTOS AGRICOLAS ENTRE LOS ESTADOS
UNIDOS DE AMERICA Y LA REPUBLICA DEL PARAGUAY,
SEGUN EL TITULO I DE LA LEY SOBRE ASISTENCIA Y
DESARROLLO DEL COMERCIO AGRICOLA DE LOS
ESTADOS UNIDOS DE AMERICA

The Government of the United States of America and the Government of the Republic of Paraguay:

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

Considering that the purchase for Paraguayan guaranies of agricultural commodities produced in the United States of

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

Reconociendo la conveniencia de extender el comercio en productos agrícolas entre sus dos países y con otras naciones amigas en una forma que no desaloje los mercados usuales de los Estados Unidos de América en estos artículos, ni perturbe indebidamente los precios mundiales de los artículos agrícolas;

Considerando que la compra en guaranies paraguayos de productos agrícolas producidos en los Estados Unidos de Amé-

America will assist in achieving such an expansion of trade;

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

Desiring to set forth the understanding which will govern the sales to Paraguay of agricultural commodities originating in the United States of America pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, Public Law 480, 83rd Congress of the United States of America, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALE FOR GUARANIES

1. As hereinafter used in the present Agreement, the term dollars refers to United States of America dollars, and the term guaranies refers to Paraguayan guaranies.
2. Subject to the issuance and acceptance of "Purchase Authorizations" referred to in paragraph 3 of this Article, the Government of the United States of America undertakes to finance, on or before June

rica ayudará a obtener tal extensión del comercio;

Considerando que los guaranies resultantes de tales compras serán utilizados en una forma beneficiosa para ambos países;

Deseando establecer las bases que gobernarán las ventas de productos agrícolas al Paraguay originarios de los Estados Unidos de América de conformidad con el Título I de la Ley sobre Asistencia y Desarrollo del Comercio Agrícola de 1954, y sus enmiendas, Ley 480 del 83º Congreso de los Estados Unidos de América "Agricultural Trade Development and Assistance Act of 1954, as amended, Public Law 480" y las medidas que los dos Gobiernos tomarán individual y colectivamente para fomentar la extensión del comercio de tales artículos;

Han convenido en lo siguiente:

ARTICULO I

VENTAS EN GUARANIES

1. Tal como es usado en este Convenio, el término dólares se refiere a dólares de los Estados Unidos de América, y el término guaranies se refiere a guaranies paraguayos.
2. Con sujeción a la expedición y aceptación de "Autorizaciones de Compra" a que se hace referencia en el párrafo 3 de este artículo, el Gobierno de los Estados Unidos de América se compromete a financiar,

30, 1956, the sale for guaranies to the Republic of Paraguay of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, to purchasers authorized by the Government of Paraguay.

3. The Government of the United States of America will issue, within the terms of this Agreement, "Purchase Authorizations" which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the guaranies accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of the Paraguayan Republic.

4. The Government of the United States of America undertakes to finance the sale to the Government of the Paraguayan Republic of the following commodities, in the export market values indicated, including an estimated four hundred thousand dollars \$400.000 for ocean transportation to River Plate Ports, during the United States of America fiscal year ending June 30, 1956, under the terms of Title I of the said Act and of this Agreement.

el o antes del 30 de Junio de 1956, la venta en guaraníes a la República del Paraguay de ciertos productos agrícolas determinados como excedentes de conformidad con el Título I de la Ley sobre Asistencia y Desarrollo del Comercio Agrícola de 1954, y sus enmiendas, a compradores autorizados por el Gobierno del Paraguay.

3. El Gobierno de los Estados Unidos de América expedirá "Autorizaciones de Compras" de conformidad con las estipulaciones de este Convenio, que incluirán disposiciones referentes a la venta y entrega de productos, el tiempo y condiciones de depósito de los guaraníes resultantes de tales ventas, y otros puntos pertinentes, y que estarán sujetas a la aceptación por parte del Gobierno de la República del Paraguay.

4. El Gobierno de los Estados Unidos de América se compromete a financiar la venta al Gobierno de la República del Paraguay de los siguientes productos, de acuerdo con los valores indicados de los mercados de exportación, incluyendo un monto estimado en U\$S 400.000.—(cuatrocientos mil dólares) para flete marítimo hasta puertos del Río de la Plata, durante el año fiscal de los Estados Unidos de América que termina el 30 de Junio de 1956, de conformidad con el Título I de la mencionada Ley y de este Convenio.

<i>Product</i>	<i>Value in Dollars</i>	<i>Producto</i>	<i>Valor en dólares</i>
Wheat	1, 240, 000	Trigo	1. 240. 000
Wheat flour	430, 000	Harina de Trigo	430. 000
Edible Oil	315, 000	Aceite comestible	351. 000
Lard	195, 000	Grasa	195. 000
Milk products	420, 000	Productos lácteos	420. 000
Estimated cost of ocean transportation	400, 000	Costo estimativo del flete marítimo	400. 000
Total:	3, 000, 000	Total:	3. 000. 000
(Three million dollars)		(Tres millones de dólares)	

ARTICLE II*USE OF GUARANIES*

1. The two Governments agree that guaranies accruing to the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America for the following purposes, in the approximate amounts shown:

a) For the Government of the United States of America expenses in Paraguay, including activities to help develop new markets for United States of America agricultural commodities, pay obligations of the Government of the United States of America in Paraguay, and finance educational exchange activities in accordance with subsections (a), (f), and (h) of Section 104 of the said Act: the equivalent in guaranies of seven hundred fifty thousand dollars, \$750.000.

ARTICULO II*USO DE LOS GUARANIES*

1. Los dos Gobiernos convienen en que los guaraníes resultantes a los Estados Unidos de América como consecuencia de las ventas hechas de conformidad con este Convenio, serán usados por el Gobierno de los Estados Unidos de América para los siguientes fines, en los montos aproximados señalados:

a) Para cubrir gastos del Gobierno de los Estados Unidos de América en el Paraguay, incluyendo actividades que fomenten el desarrollo de nuevos mercados para los productos agrícolas de los Estados Unidos de América, para pagar obligaciones del Gobierno de los Estados Unidos de América en el Paraguay, y para financiar actividades de intercambio educacional, de conformidad con las sub-secciones a, f y h, de la Sección 104 de la mencionada Ley: el equivalente en

- guaranies de U\$S 750.000.— (setecientos cincuenta mil dólares).
- b) For loans to public or private organizations in the Paraguayan Republic, guaranteed by the Government of the Republic of Paraguay, to promote the economic development of that country, in accordance with subsection (g) of Section 104 of the said Act: the equivalent in guaranies of two million two hundred and fifty thousand dollars \$2.-250.000 subject to a supplemental agreement between the two Governments providing for the repayment in dollars or guaranies within 25 years. In the event that guaranies set aside for loans to the Government of Paraguay are not advanced as a result of failure of the two Governments to reach agreement within three years on the use of the guaranies for loan purposes or for any other purpose, the Government of the United States of America may use the guaranies for any other purpose authorized by Section 104 of the Act.
2. The guaranies accruing under this Agreement shall be expended by the Government of the United States of America for purposes stated in paragraph I of this Article in such manner
- b) Para préstamos a organizaciones públicas o privadas en la República del Paraguay, garantizados por el Gobierno de la República del Paraguay, para promover el desarrollo económico de este país, de conformidad con la sub-sección g, de la Sección 104, de la mencionada Ley: el equivalente en guaranies de U\$S 2.250.000.—(dos millones doscientos cincuenta mil dólares) de acuerdo con un convenio suplementario entre los dos Gobiernos proveyendo el reembolso en dólares o en guaranies, dentro de los 25 años. En el caso de que los guaranies destinados a préstamos al Gobierno del Paraguay no hayan sido prestados debido a que los dos Gobiernos no pudieron llegar a un acuerdo dentro de tres años sobre el uso de los guaranies para fines de préstamos o para cualesquiera otros fines, el Gobierno de los Estados Unidos de América puede usar los guaranies para cualquier otro propósito autorizado por la Sección 104 de la Ley.
2. Los guaranies que se acumulen, de conformidad con este Convenio, serán erogados por el Gobierno de los Estados Unidos de América para los fines establecidos en el párrafo

and order of priority as the Government of the United States of America shall determine.

ARTICLE III

DEPOSITS OF GUARANIES

1. The amount of guaranies to be deposited to the account of the United States of America in the Central Bank of Paraguay shall be equivalent of the dollar sales value of the commodities reimbursed or financed by the Government of the United States of America converted into guaranies at the rate for dollar exchange generally applicable to import transactions (excluding imports granted a preferential rate) on dates of dollar disbursement by the United States of America. Such dollar sales value shall include such ocean freight and handling as may be reimbursed or financed by the Government of the United States of America except that it shall not include any extra cost of ocean freight resulting from a United States of America requirement that the commodities be transported on United States of America flag vessels, nor shall such dollar sales values include any transshipment costs.

1 de este Artículo, en la forma y orden de prioridad que determine el Gobierno de los Estados Unidos de América.

ARTICULO III

DEPOSITO DE LOS GUARANIES

1. La cantidad de guaranies que deben depositarse en la cuenta de los Estados Unidos de América en el Banco Central del Paraguay será el equivalente del valor de las ventas en dólares de los productos, reembolsado o financiado por el Gobierno de los Estados Unidos de América, convertido en guaranies al tipo de cambio para dólares aplicable generalmente a transacciones de importación (excluyendo las importaciones permitidas a tipo preferencial) en las fechas del desembolso en dólares por los Estados Unidos de América. Este valor de venta en dólares incluirá los fletes marítimos y costos de manipuleos y tramitaciones marítimas, que puedan ser reembolsados o financiados por el Gobierno de los Estados Unidos de América, excepto que no incluirá ningún gasto extra de flete marítimo que resulte de un requisito de los Estados Unidos de América de que los artículos sean transportados en buques de bandera de los Estados Unidos de América, ni tampoco incluirá ningún costo de transbordo.

ARTICLE IV**GENERAL UNDERTAKINGS**

1. The Government of Paraguay agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of

ARTICULO IV**COMPROMISOS GENERALES**

1. El Gobierno del Paraguay conviene en que empleará todos los medios posibles para impedir la reventa o trasbordo a otros países, o que sean usados para otros propósitos que los domésticos (excepto que tales reventas, trasbordos o usos estén específicamente aprobados por el Gobierno de los Estados Unidos de América) de los productos agrícolas excedentes comprados de conformidad con las disposiciones de la Ley sobre Asistencia y Desarrollo del comercio Agrícola de 1954, y sus enmiendas, y para asegurar que la compra de tales productos no produzca una mayor disponibilidad de estos o similares productos a naciones poco amigas de los Estados Unidos de América.

2. Los dos Gobiernos convienen en que tomarán razonables precauciones para asegurar que las ventas o compras de productos agrícolas excedentes, de acuerdo con este Convenio, no perturben indebidamente los precios mundiales de productos agrícolas, desalojen las ventas normales de los Estados Unidos de América en estos productos, o perjudiquen substancialmente las relaciones comerciales entre los países del mundo libre.

3. Al cumplir este Convenio los dos Gobiernos tratarán de asegurar condiciones de comercio

commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Paraguay agrees to furnish, upon request of the Government of the United States of America, information on the progress of the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

que permitan a los comerciantes particulares trabajar efectivamente y pondrán su mayor empeño para fomentar y extender la demanda continua de mercado para productos agrícolas.

4. El Gobierno de la República del Paraguay se compromete, por pedido del Gobierno de los Estados Unidos de América, a suministrar información del progreso del programa, especialmente con respecto a la llegada y condición de los productos, las disposiciones para mantener los mercados usuales, y las informaciones relativas a las exportaciones de productos iguales o similares.

ARTICLE V

CONSULTATION

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

ARTICULO V

CONSULTAS

Los dos Gobiernos, por solicitud de cualquiera de ellos, se consultarán respecto a cualquier materia relacionada con la aplicación de este Convenio o a la forma de funcionar los arreglos hechos de conformidad con este Convenio.

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force on the date of the receipt [¹] by the Government of the United States of America of notification by the Government of Paraguay that Para-

ARTICULO VI

ENTRADA EN VIGENCIA

Este Convenio entrará en vigencia en la fecha en que el Gobierno de los Estados Unidos de América reciba la notificación del Gobierno del Paraguay a efecto de que el Paraguay ha

¹ May 18, 1956.

guay has approved the agreement in accordance with its constitutional procedure.

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

DONE in the English and Spanish languages at Asunción, this second day of May, nineteen hundred fifty six.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE
AMERICA

ARTHUR A. AGETON
*Ambassador of the United States
of America*
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.

aprobado el Convenio, de conformidad con su procedimiento constitucional.

EN FE DE LO CUAL, los representantes respectivos, debidamente autorizados, para este objeto, han firmado el presente Convenio.

Hécho en inglés y español en dos ejemplares en Asunción, el día 2 de Mayo de mil novecientos cincuenta y seis.

FOR THE GOVERNMENT OF
THE REPUBLIC OF
PARAGUAY

POR EL GOBIERNO DE LA
REPUBLICA DEL PARAGUAY

H. SÁNCHEZ QUELL
Minister of Foreign Affairs

Ministro de Relaciones Exteriores.

[SEAL]

CHINA

Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement effected by exchange of notes
Signed at Taipei April 3, 1956;
Entered into force April 3, 1956.*

The American Ambassador to the Chinese Minister of Foreign Affairs

AMERICAN EMBASSY,
Taipei, April 3, 1956

No. 35

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 114 of December 29, 1951, and to the Ministry's note in reply of January 2, 1952, and in particular to paragraph 2 of each of said notes, in which the Government of the United States of America and the Government of the Republic of China signified their mutual agreement that procedures would be established to ensure that equipment and materials furnished by the Government of the United States under the Mutual Defense Act of 1949, as amended, or by either Government under the Mutual Defense Assistance Agreement of 1951, other than equipment or materials furnished under terms requiring reimbursement, and no longer required for the purposes for which originally made available will be offered for return to the Government which furnished such assistance for appropriate disposition.

In order to effect the establishment of procedures as agreed upon, I propose that the following arrangements govern the disposition of military equipment and materials furnished by the Government of the United States and no longer required or used exclusively for the purposes for which they were made available:

1. The Government of the Republic of China will offer for return to the Government of the United States equipment or materials furnished under the Mutual Defense Assistance Agreement effected by the exchange of notes dated January 30, 1951, and February 9, 1951, respectively, and no longer required for the purposes for which they were originally made available.

TIAS 2604.
3 UST, pt. 4, pp.
4543, 4545.

63 Stat. 714.
22 U.S.C. §§ 1571-
1604.

TIAS 2293.
2 UST 1499.

TIAS 2293.
2 UST 1499.

The Government of the United States may also draw to the attention of the appropriate authorities of the Government of the Republic of China any equipment or materials which it considers to fall within the scope of these arrangements, in which event the appropriate authorities of the two Governments will consult with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2. The Government of the United States may accept title to such equipment or materials for transfer to a third country or for such other disposition as may be made by the Government of the United States.

3. When title is accepted by the Government of the United States, such equipment or materials will be delivered as it may request free alongside ship at port in Taiwan or free on board inland carrier at a shipping point in Taiwan designated by the Government of the United States, or, in the case of flight-deliverable aircraft, at such airfield in Taiwan as may be designated by the Government of the United States.

4. Such equipment or materials as are not accepted by the Government of the United States will be disposed of by the Government of the Republic of China as may be agreed between the two Governments.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States shall be reported to the Government of the United States and shall be disposed of in accordance with paragraphs 2, 3, and 4 of the present arrangement.

Upon receipt of your Excellency's note indicating that the foregoing provisions are acceptable to the Government of the Republic of China, the Government of the United States of America will consider that this note and your Excellency's reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of your note in reply.

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

K. L. RANKIN

His Excellency

Dr. GEORGE K. C. YEH,
Minister of Foreign Affairs,
Republic of China.

關於此事之協定，並自貴方復照之日起生效。」等由。

本部長茲代表中華民國政府對於

貴大使上開照會所載各項規定，予以接受。相應復請查照。

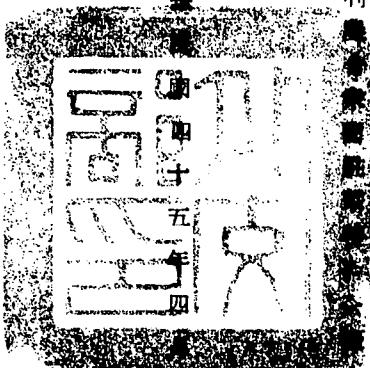
本部長順向

費大使重申最高敬意。此致

美利堅合眾國國務院行政院長
大使藍欽閣下

葉又超

三日於台北



在台灣之飛機場・

「四、此項裝備或物資如不為美國政府所接受，則經雙方政府同意後，由中華民國政府予以處置・

「五、中國政府應就美國政府所供應之軍用裝備或物資所產生之任何廢料，通知美國政府，其處置依照本辦法第二、三、

四、各節之規定辦理・

「美利堅合衆國政府於收到閣下復照表示中華民國政府對

上列各款可予接受後，即認本照會及閣下復照構成兩國政府間

同，並由雙方政府主管當局舉行會商，俾依照下列各節所定步驟，處理此項裝備或物資。

「二、美國政府得接受此項裝備或物資之產權，用以移轉與第三國，或由美國政府作其他之處置。」

「三、上述產權經美國政府接受後，中國政府應依美方請求將此項裝備或物資免費送達至在台灣港口之船旁，或在台灣內地運輸站之車輛上，其地點均由美國政府指定之。」

如係可以飛行交送之飛機，則應送達至美國政府所指定

價值者外，凡照原定用途已不復需用者，將提請供應是項援助之政府予以收回，俾作適當處置。

「茲為依照上述協定確立步驟起見，本人特建議下列辦法，據以處置美國政府所供應而現已不復專照原定用途需用之裝備及物資：

「一、關於根據一九五一年一月卅日及二月九日雙方政府換文成立之聯防互助協定所供應之裝備或物資，凡照原定用途已不復需用者，中華民國政府將提請美國政府予以收

The Chinese Minister of Foreign Affairs to the American Ambassador

照會

接准

貴大使本年四月三日第三五號照會內開：

「案查一九五一年十二月廿九日大使館第一一四號照會及一

九五二年一月二日外交部復照內第二節曾載稱：美利堅合衆國政府及中華民國政府雙方同意採取步驟，以保證美利堅合衆國政府依照修正之一九四九年聯防互助法案或任何一國政府基於一九五一一年聯防互助協定所供應之裝備及物資，除照條文規定須償還其

外
45
美
一

003287

Translation

No. Wai (45) Mei-1-003287

TAIPEI, April 3, 1956

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 35 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 893.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China the acceptance of the provisions set forth in your note referred to above.

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

[SEAL]

GEORGE K. C. YEH

His Excellency

KARL L. RANKIN,

*Ambassador of the United States of America,
Taipei.*

PORtUGAL

Surplus Agricultural Commodities

*Agreement signed at Lisbon May 24, 1956;
Entered into force May 24, 1956.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND PORTUGAL UNDER TITLE I OF THE AGRICULTURAL TRADE DE- VELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of Portugal

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

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

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

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Portugal pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

Have agreed as follows:

ARTICLE I

SALES FOR ESCUDOS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for escudos of certain agricultural commodities determined to be surplus pursuant to Title I of the

Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Portugal.

2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the escudos accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Portugal. The commodity, and amounts, with respect to which tentative agreement has been reached by the two Governments are listed in paragraph 3 of this Article.
3. The United States Government undertakes to finance the sale to Portugal of the following commodity, in the value indicated, during the United States fiscal year 1956, under the terms of Title I of the said Act and of this Agreement:

<i>Commodity</i>	<i>Value</i> (in United States dollars)
Wheat	6,300,000
Ocean transportation	800,000
Total	7,100,000

ARTICLE II

USES OF ESCUDOS

1. The two Governments agree that escudos accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help increase demand for agricultural products now in surplus supply in the United States; financing international cultural and educational exchange activities, and for other United States expenditures under subsections (a), (f) and (h) of Section 104 of the Act, the escudo equivalent of 3,700,000 dollars;
- (b) For loans to the Government of Portugal to promote the economic development of Portugal or its overseas territories under Section 104 (g) of the Act, the escudo equivalent of 3,400,000 dollars, subject to supplemental agreement between the two Governments. In the event that escudos set aside for loans to the Government of Portugal are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the escudos for loan purposes or for any other purpose, the Government of the United States may

use the escudos for any other purpose authorized by Section 104 of the Act.

2. The escudos accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSIT OF ESCUDOS

The amount of escudos to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into escudos at the rate of exchange generally applicable to import transactions (excluding imports granted a preferential rate) on the dates of dollar disbursements by the United States or U. S. banks on behalf of the United States. Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States, except that it shall not include any extra cost of ocean freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Portugal agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of the Agreement, and to assure that the importation of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to this agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors

to develop and expand continuous market demand for agricultural commodities.

ARTICLE V

CONSULTATION

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

ARTICLE VI

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

Done at Lisbon May 24, 1956

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: FOR THE GOVERNMENT OF PORTUGAL:

JAMES BONBRIGHT. PAULO CUNHA

[SEAL]

PANAMA

Passport Visas

*Agreement effected by exchange of notes
Signed at Panamá March 27, May 22 and 25, 1956;
Entered into force June 1, 1956.*

The American Ambassador to the Panamanian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA,
Panama, March 27, 1956.

No. 418

EXCELLENCY:

I have the honor to refer to the two visa agreements now in existence between the Governments of the United States of America and the Republic of Panama, one agreement which has been in effect since January 1, 1949, as a result of the Foreign Minister's note D. P. 2010 of October 27, 1948 and the Embassy's note 84 of November 5, 1948, which provided for the extension of the validity of visitors visas of citizens of the two countries from twelve (12) months to twenty-four (24) months and that such visas would be issued gratis; and the other agreement which has been in effect since July 1, 1949, which provided for any number of applications for entry by the bearers of diplomatic and official visas, due to the exchange of the Embassy's note of March 16, 1949 and the Foreign Ministry's note of June 14, 1949.

TIAS 1943.
62 Stat., pt. 3, p.
3848.

As a result of conversations between representatives of the Ministry of Foreign Relations and the Embassy in an endeavor to encourage and further facilitate the travel of the citizens of the United States and the Republic of Panama between the respective countries, I propose to Your Excellency's Government that on and after May 1, 1956 qualified citizens of the United States and qualified citizens of the Republic of Panaina seeking to enter the United States and the Republic of Panama, respectively, as non-immigrants will be granted gratis visas which in certain cases may have a maximum validity of forty-eight (48) months.

TIAS 2134.
63 Stat., pt. 3, p.
2890.

If your Excellency's Government agrees, I propose that on and after May 1, 1956 eligible citizens of either country who upon application are found to be entitled to nonimmigrant classification be issued gratis visas as indicated in the appropriate category and for the period of time as shown in the following schedule:

CATEGORY	VISA SYM. BOL	FEE	VALIDITY OF VISA	NUMBER OF TIMES VISA MAY BE USED
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family	A-1	Gratis	12 months	Multiple
Other foreign government official or employee, and members of immediate family	A-2	Gratis	12 months	Multiple
Attendant, servant, or personal employee of A-1 and A-2 classes, and members of immediate family	A-3	Gratis	12 months	Multiple
Temporary visitor for business	B-1	Gratis	48 months	Multiple
Temporary visitor for pleasure	B-2	Gratis	48 months	Multiple
Alien in transit	C-1	Gratis	48 months	Multiple
Alien in transit to United Nations Headquarters District under § 11 (3), (4) or (5) of the Headquarters Agreement	C-2	Gratis	12 months	Multiple
Foreign-government official, members of immediate family, attendant, servant, or personal employee, in transit	C-3	Gratis	12 months	Multiple
Crewman (seaman or airman)	D	Gratis	48 months	Multiple
Exchange Visitor	EX	Gratis	12 months	Single
Student	F	Gratis	48 months	Multiple
Principal resident representative of recognized foreign member government to international organization, his staff, and members of immediate family	G-1	Gratis	12 months	Multiple
Other representative of recognized foreign member government to international organization, and members of immediate family	G-2	Gratis	12 months	Multiple
Representative of nonrecognized or nonmember foreign government to international organization, and members of immediate family	G-3	Gratis	12 months	Single

TIAS 1676.
61 Stat., pt. 4, p.
3423.

CATEGORY	VISA SYM- BOL	FEES	VALIDITY OF VISA	NUMBER OF TIMES VISA MAY BE USED
International organization officer or employee, and members of immediate family	G-4	Gratis	12 months	Multiple
Attendant, servant, or personal employee of G-1, G-2 and G-4 classes, and members of immediate family	G-5	Gratis	12 months	Multiple
Attendant, servant or personal employee of class G-3, and members of immediate family	G-5	Gratis	12 months	Single
Temporary worker of distinguished merit and ability	H-1	Gratis	Period for which employment authorized	Multiple
Other temporary worker, skilled or unskilled	H-2	Gratis	Period for which employment authorized	Multiple
Industrial trainee	H-3	Gratis	Period for which employment authorized	Multiple
Representative of foreign information media, spouse and children	I	Gratis	48 months	Multiple

I further propose to your Excellency that those citizens of the United States who do not present valid passports issued by the Government of the United States on applying for entry into the Republic of Panama may be issued Panamanian Tourist Cards, at the fee prescribed by the Government of the Republic of Panama, providing such applicants are otherwise eligible for entry. However, any and all citizens of the United States who prefer to present valid United States passports, and who are otherwise eligible for entry into the Republic of Panama, would be provided by the Government of the Republic of Panama with passport visas in accordance with the above schedule.

The validity of nonimmigrant visas issued by consular officers of the United States of America shall relate only to the period within which they may be used in connection with an application for admission at a port of entry into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer at the time of his admission. The period of stay for each visit will, as at present, continue to be determined by the immigration authorities at the port of entry.

I further propose to Your Excellency that at the time of the entry of this agreement into full force and effect, the two visa agreements cited above which became effective on January 1, 1949 and July 1, 1949, shall be abrogated.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of Panama, the Government of the United States of America proposes to consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, and that the provisions of this agreement be in effect as of May 1, 1956.^[1]

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

JULIAN F. HARRINGTON

His Excellency

ALBERTO A. BOYD,
*Minister of Foreign Relations
of the Republic of Panama.*

The Panamanian Minister of Foreign Relations to the American Ambassador

D. P. No. 419

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES

PANAMÁ, 22 de Mayo de 1956.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia No. 418, de 27 de Marzo del presente año, cuyo texto es el siguiente:

“Tengo el honor de referirme a los dos acuerdos sobre visas actualmente existentes entre los Gobiernos de los Estados Unidos de América y la República de Panamá, uno de ellos en vigor desde el 1o. de Enero de 1949, como resultado de la nota del Ministro de Relaciones Exteriores D. P. 2010, de 27 de Octubre de 1948 y la nota de esta Embajada, No. 84, de 5 de Noviembre de 1948, en el cual se estipuló la prórroga de la validez de las visas de visitantes de los ciudadanos de los dos países, de doce (12) meses a veinticuatro (24) meses, y se dispuso que dichas visas serían gratuitas; y el otro acuerdo que

¹ See *post*, p. 913.

ha estado en vigor desde el 10. de julio de 1949, en el cual se estipuló lo relativo a cualquier número de solicitudes de entrada por los portadores de visas diplomáticas y oficiales, mediante la nota de esta Embajada, de 16 de Marzo de 1949, y la nota del Ministerio de Relaciones Exteriores de 14 de junio de 1949.

Como resultado de las conversaciones entre representantes del Ministerio de Relaciones Exteriores y la Embajada en un esfuerzo por estimular y facilitar aún más los viajes de los ciudadanos de los Estados Unidos y la República de Panamá entre los respectivos países, propongo al Gobierno de Vuestra Excelencia que a partir del 10. de Mayo de 1956 a los ciudadanos aptos de los Estados Unidos y a los ciudadanos aptos de la República de Panamá que soliciten entrada en los Estados Unidos y en la República de Panamá, respectivamente, como no inmigrantes, se les otorguen visas gratuitas que en ciertos casos pueden tener una validez máxima de cuarenta y ocho (48) meses.

Si el Gobierno de Vuestra Excelencia está anuente, propongo que a partir del 10. de Mayo de 1956 los ciudadanos aptos de cualquiera de los dos países, a quienes después de hecha la solicitud se considere con derecho a clasificación de no inmigrante, se les expidan visas gratuitas como se indica en la categoría apropiada y por el período de tiempo que se expresa en el siguiente cuadro:

CATEGORIA	SIMBOLo DE LA VISA	DERE- CHOS	VALIDEZ DE LA VISA	NUMERO DE VECES EN QUE PUEDE USARSE LA VISA
Embajador, Ministro público, diplomático de carrera o funcionario consular, y miembros de su familia inmediata.	A-1	Gratis	12 meses	Múltiple
Otros funcionarios o empleados externos del Gobierno y los miembros de su familia inmediata.	A-2	Gratis	12 meses	Múltiple
Asistentes, sirvientes o empleados personales de los comprendidos en las clases A-1 y A-2, y los miembros de su familia inmediata.	A-3	Gratis	12 meses	Múltiple
Visitante temporal en negocios	B-1	Gratis	48 meses	Múltiple
Visitante temporal en viaje de placer	B-2	Gratis	48 meses	Múltiple
Extranjero en tránsito	C-1	Gratis	48 meses	Múltiple

CATEGORIA	SIM-BOLo DE LA VISA	DERECHOS	VALIDEZ DE LA VISA	NUMERO DE VECES EN QUE PUEDE USARSE LA VISA
Extranjero en tránsito hacia la Sede de las Naciones Unidas según el Acuerdo de la Sede §11 (3), (4) ó (5)	C-2	Gratis	12 meses	Múltiple
Funcionario exterior del Gobierno, miembros de la familia inmediata, asistentes, sirvientes o empleados personales en tránsito.	C-3	Gratis	12 meses	Múltiple
Tripulantes (marineros o aviadores)	D	Gratis	48 meses	Múltiple
Visitante de Canje	EX	Gratis	12 meses	Una
Estudiante	F	Gratis	48 meses	Múltiple
Representante Residente Principal de gobierno miembro extranjero reconocido ante la organización internacional, su personal y miembros de la familia inmediata.	G-1	Gratis	12 meses	Múltiple
Otros representantes de gobierno extranjero miembro de la organización internacional, y miembros de la familia inmediata.	G-2	Gratis	12 meses	Múltiple
Representante de gobierno miembro extranjero ante la organización internacional, no reconocido, y miembros de la familia inmediata.	G-3	Gratis	12 meses	Una
Funcionario o empleado de la organización internacional, y miembros de la familia inmediata.	G-4	Gratis	12 meses	Múltiple
Asistentes, sirvientes o empleados personales de los comprendidos en las clases G-1, G-2 y G-4, y miembros de la familia inmediata.	G-5	Gratis	12 meses	Múltiple
Asistente, sirviente o empleado personal de los comprendidos en la clase G-3 y los miembros de la familia inmediata.	G-5	Gratis	12 meses	Una
Trabajador temporal de mérito y habilidad distinguidos	H-1	Gratis	Período para el cual se autoriza el empleo	Múltiple

CATEGORIA	SIM-BOLo DE LA VISA	DERE-CHOS	VALIDEZ DE LA VISA	NUMERO DE VECES EN QUE PUEDE USARSE LA VISA
Otros trabajadores temporales, artesanos o no artesanos	H-2	Gratis	Período para el cual se autoriza el empleo	Múltiple
Personas en adiestramiento industrial.	H-3	Gratis	Período para el cual se autoriza el empleo	Múltiple
Representante de medios de información del extranjero, esposa e hijos.	I	Gratis	48 meses	Múltiple

Propongo además a Vuestra Excelencia que a los ciudadanos de los Estados Unidos que no presenten pasaportes válidos expedidos por el Gobierno de los Estados Unidos al solicitar entrada en la República de Panamá se les puede expedir Tarjetas de Turismo Panameñas. Según los derechos prescritos por el Gobierno de la República de Panamá, siempre que dichos peticionarios sean de otra manera aptos para la entrada. Sin embargo, a cualquiera y todos los ciudadanos de los Estados Unidos que prefieran presentar pasaportes válidos de los Estados Unidos, y quienes de otra manera sean aptos para entrar en la República, el Gobierno de la República de Panamá, les daría visas de pasaporte de conformidad con el cuadro antes expuesto.

La validez de las visas de no inmigrante expedidas por los funcionarios consulares de los Estados Unidos se relacionarán únicamente con el período dentro del cual pueden ser usadas en conexión con la solicitud de admisión en el puerto de entrada en los Estados Unidos y sus posesiones, y no con la duración de la estada en los Estados Unidos que pueda permitirse al portador al momento de su admisión. El período de estada de cada visita seguirá siendo como al presente, determinado por las autoridades de inmigración en el puerto de entrada.

Propongo además a Vuestra Excelencia que al momento de entrar el presente en pleno vigor y efecto, sean abrogados los dos acuerdos sobre visas antes mencionados que entraron en vigor el 10. de Enero de 1949 y el 10. de Julio de 1949.

El Gobierno de los Estados Unidos propone que al recibo de una nota de Vuestra Excelencia en que indique que son aceptables al Gobierno de la República de Panamá las estipulaciones que anteceden, se considere que esta nota y su respuesta a la

misma constituyen un acuerdo entre los dos Gobiernos sobre este asunto, y que las estipulaciones de este acuerdo surtan efectos desde el 10. de Mayo de 1956."

En contestación tengo el honor de manifestar a Vuestra Excelencia que el Gobierno de Panamá está de acuerdo en que sean subrogados los dos Convenios sobre visas existentes y que considera aceptables las estipulaciones contenidas en la nota de Vuestra Excelencia, antes transcrita, las cuales comenzarán a surtir efecto a partir del 10. de Junio de 1956.

Al mismo tiempo deseo dejar constancia de que este nuevo Acuerdo sobre visas no afecta las disposiciones vigentes o que se dictaren en el futuro, por el Gobierno de Panamá, en relación con tarjetas de turismo.

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

ALB. A. BOYD.

Alberto A. Boyd,
Ministro de Relaciones Exteriores.

A Su Excelencia

JULIAN F. HARRINGTON,
Embajador de los Estados Unidos de América,
Ciudad.

Translation

D. P. No. 419

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS

PANAMA, May 22, 1956

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 418 of March 27 of this year, the text of which follows:

[For the English language text of the note, see *ante*, p. 905.]

In reply I have the honor to inform Your Excellency that the Government of Panama agrees to the subrogation of the two existing visa agreements and that it considers acceptable the provisions contained in Your Excellency's note transcribed above, which shall enter into effect on June 1, 1956.

At the same time I wish to state that this new visa agreement does not affect the regulations which are now in force or may be issued in the future by the Government of Panama with respect to tourist cards.

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

ALB. A. BOYD.

Alberto A. Boyd,
Minister of Foreign Relations.

His Excellency

JULIAN F. HARRINGTON,
Ambassador of the United States of America,
City.

The American Ambassador to the Panamanian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA,
Panama, May 25, 1956.

No. 522

EXCELLENCY:

I have the honor to refer to Your Excellency's note D. P. number 419 of May 22, 1956, reiterating the proposals for a reciprocal visa agreement as contained in my note number 418 of March 27, 1956, and stating that the Government of Panama agrees to the abrogation of the two visa agreements now in existence, that it considers acceptable the provisions as proposed in my note, and makes the counterproposal that the visa agreement enter into effect on June 1, 1956.

Your Excellency further states that the Panamanian Government desires to retain unchanged the use of tourist cards and that the new visa agreement is not to affect present or future regulations of Your Excellency's Government with respect to such cards.

I have the honor to inform Your Excellency that my Government agrees to the visa agreement entering into full force and effect on June 1, 1956, and recognizes the right of Your Excellency's Government to regulate the issuance of tourist cards. Therefore, I understand it to be mutually agreed that the visa agreement between our respective Governments will be effective in all its terms and provisions as of June 1, 1956.

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

JULIAN F. HARRINGTON

His Excellency

ALBERTO A. BOYD,
Minister of Foreign Relations
of the Republic of Panama.

NETHERLANDS

Certificates of Airworthiness for Imported Aircraft

Agreement effected by exchange of notes

Signed at The Hague September 19 and November 4, 1955;
Entered into force May 22, 1956.

*The American Chargé d'Affaires ad interim to the Netherlands
Minister for Foreign Affairs and the Minister without Portfolio*

AMERICAN EMBASSY,
The Hague, Netherlands, September 19, 1955.

EXCELLENCEES:

I have the honor to refer to the informal discussions which have recently taken place between this Embassy and representatives of the Royal Netherlands Ministry of Foreign Affairs for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the discussions that the arrangement shall be as follows:

Arrangement Between the United States of America and the
Kingdom of the Netherlands Relating to Certificates of Air-
worthiness for Imported Aircraft

Article I

(a) The present arrangement applies to civil aircraft constructed in continental United States, including Alaska, and exported to the Kingdom of the Netherlands (Netherlands, the Netherlands Antilles, Surinam and Netherlands New Guinea); and to civil aircraft constructed in the Kingdom of the Netherlands and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

Article II

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for

export issued by the competent authorities of the Kingdom of the Netherlands for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in the Kingdom of the Netherlands in accordance with the airworthiness requirements of the Kingdom of the Netherlands.

Article III

The same validity shall be conferred by the competent authorities of the Kingdom of the Netherlands on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in the Kingdom of the Netherlands as if they had been issued under the regulations in force on the subject in the Kingdom of the Netherlands, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

Article IV

(a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of the Kingdom of the Netherlands of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling the authorities of the Kingdom of the Netherlands to require these modifications to be made in aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of the Kingdom of the Netherlands facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

Article V

(a) The competent authorities of the Kingdom of the Netherlands shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in the Kingdom of the Netherlands, for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the Kingdom of the Netherlands shall, where necessary, afford the competent authorities of the United States facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

Article VI

(a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

(c) It is mutually agreed, however, that fulfillment of the foregoing provision be postponed to a later date in recognition of practical problems now confronting the Government of the Netherlands.

Article VII

The question of procedure to be followed in the application of the provisions of the present arrangement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and the Kingdom of the Netherlands.

Article VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) Notwithstanding termination of the arrangement, the provisions of Articles IV and V shall remain in force for a period of 5 years after the date of termination of this arrangement in respect of aircraft, for which a certificate of airworthiness has been issued in accordance with the provisions of Articles II or III.

(c) Notwithstanding termination, this arrangement shall remain in force for a period of two years after the date of termination of this arrangement in respect of aircraft for which before the date of termination an application has been made for the issuance of a certificate of airworthiness in accordance with the provisions of this arrangement.

I have the honor to suggest that if these understandings meet with the approval of the Government of the Kingdom of the Netherlands, the present note and your Excellency's reply to that effect shall be considered as constituting an agreement between our two Governments. After the approval constitutionally required in the Kingdom of the Netherlands has been obtained, the present agreement shall enter into force on the date of receipt [¹] by the Government of the United States of an appropriate notification from the Netherlands Government.

Please accept, Excellencies, the renewed assurances of my highest consideration.

ANDREAS G. RONHOVDE
Charge d'Affaires, a. i.

Their Excellencies

J. W. BEYEN,

Minister for Foreign Affairs,

and

J. M. A. H. LUNS,

Minister without Portfolio,

Royal Netherlands Ministry for

Foreign Affairs,

The Hague.

The Netherlands Minister for Foreign Affairs and the Minister without Portfolio to the American Charge d'Affaires ad interim

MINISTRY OF FOREIGN AFFAIRS
THE HAGUE

COMMUNICATIONS ADVISER

No. 129789

NOVEMBER 4, 1955

SIR,

We have the honour to acknowledge receipt of your note dated September 19, 1955, in which you notified us that in the course of informal discussions between representatives of this Ministry and of the American Embassy agreement has been reached on

¹ May 22, 1956.

the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft, reading as follows:

Arrangement Between the United States of America and the Kingdom of the Netherlands Relating to Certificates of Airworthiness for Imported Aircraft.

Article I

(a) The present arrangement applies to civil aircraft constructed in continental United States, including Alaska, and exported to the Kingdom of the Netherlands (Netherlands, the Netherlands Antilles, Surinam and Netherlands New Guinea); and to civil aircraft constructed in the Kingdom of the Netherlands and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

Article II

The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of the Kingdom of the Netherlands for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in the Kingdom of the Netherlands in accordance with the airworthiness requirements of the Kingdom of the Netherlands.

Article III

The same validity shall be conferred by the competent authorities of the Kingdom of the Netherlands on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in the Kingdom of the Netherlands as if they had been issued under the regulations in force on the subject in the Kingdom of the Netherlands, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

Article IV

(a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of the Kingdom of the Netherlands of particulars of

compulsory modifications prescribed in the United States, for the purpose of enabling the authorities of the Kingdom of the Netherlands to require these modifications to be made in aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of the Kingdom of the Netherlands facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

Article V

(a) The competent authorities of the Kingdom of the Netherlands shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in the Kingdom of the Netherlands, for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent authorities of the Kingdom of the Netherlands shall, where necessary, afford the competent authorities of the United States facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

Article VI

(a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either

country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

(c) It is mutually agreed, however, that fulfillment of the foregoing provision be postponed to a later date in recognition of practical problems now confronting the Government of the Netherlands.

Article VII

The question of procedure to be followed in the application of the provisions of the present arrangement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and the Kingdom of the Netherlands.

Article VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) Notwithstanding termination of the arrangement, the provisions of Articles IV and V shall remain in force for a period of 5 years after the date of termination of this arrangement in respect of aircraft, for which a certificate of airworthiness has been issued in accordance with the provisions of Articles II or III.

(c) Notwithstanding termination, this arrangement shall remain in force for a period of two years after the date of termination of this arrangement in respect of aircraft for which before the date of termination an application has been made for the issuance of a certificate of airworthiness in accordance with the provisions of this arrangement.

We have the honour to state that the foregoing understandings are acceptable to the Government of the Kingdom of the Netherlands and that your note and the present reply shall be considered as constituting an agreement between our two Governments. After the approval constitutionally required in the Kingdom of the

Netherlands has been obtained the present agreement shall enter into force on the date of receipt by the Government of the United States of an appropriate notification from the Netherlands Government.

Please accept, Sir, the renewed assurances of our high consideration.

J M A H LUNS

Minister without Portfolio

J W BEYEN

Minister of Foreign Affairs

Mr. ANDREAS G. RONHOVDE

Charge d'Affaires a. i.

American Embassy

The Hague.

PAKISTAN

Mutual Defense Assistance: Construction of Certain Facilities for Use by Pakistani Armed Forces

*Agreement signed at Karachi May 28, 1956;
Entered into force May 28, 1956.*

CONSTRUCTION AGREEMENT
PURSUANT TO ARTICLE I, PARAGRAPH 1
OF THE
MUTUAL DEFENCE ASSISTANCE AGREEMENT
BETWEEN
THE GOVERNMENT OF
THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN.

TIAS 2976.
5 UST 862.

The Government of the United States of America
and

The Government of Pakistan

Having entered into the Mutual Defence Assistance Agreement of May 19, 1954.

Considering the decision of the Government of Pakistan to construct certain facilities for use by the armed forces of Pakistan in furtherance of the Pakistan defence programme,

Taking note of the request by the Government of Pakistan to the Government of the United States pursuant to that Agreement for assistance in carrying out such construction,

Have agreed on the following understandings regarding such assistance as may, consistent with any applicable United States legislation, be provided by the Government of the United States pursuant to Article 1, paragraph 1 of the Mutual Defence Assistance Agreement for making engineering studies and designing or constructing facilities for support of the Pakistan military forces, in accordance with detailed arrangements made from time to time between such officer as the Government of Pakistan may designate for this purpose and the Chief, Military Assistance Advisory Group, Karachi:

ARTICLE I

The Government of Pakistan will put at the temporary disposition of the District Engineer, Trans-East District, Corps of Engineers, U S. Army, or his duly authorized representative, hereinafter referred to as the "District Engineer", at the time required by the District Engineer to permit orderly and economical prosecution of the work, the necessary areas for the carrying out of the functions contemplated by this Agreement. The term "necessary areas for the carrying out of the functions contemplated by this Agreement" shall include rights of entry for purposes of survey and investigation and such borrow area, spoil area, quarry sites and aggregate production sites in streams or elsewhere as may be necessary, together with rights in ingress and egress and rights to remove such materials or deposit excess materials as may be necessary. The Government of Pakistan will hold the Government of the United States harmless for the destruction of any buildings, streets, roads, public utilities, or improvements of any

kind on real property so put at the disposition of the District Engineer. Should any relocation of such facilities be required, or if any resettlement costs are involved, relocation and resettlement will be accomplished by the Government of Pakistan at no cost to the United States, and in such time as not to interfere with the orderly and economical prosecution of the work.

ARTICLE II

The District Engineer shall normally have the right to select such corporations, companies, partnerships or individuals, herein-after referred to as the "Contractors", for the purpose of carrying out such of the functions contemplated by this Agreement as may be appropriate. Such of these contractors as enter Pakistan for the performance of work under this Agreement shall not be required to pay licence or registration fees to work in Pakistan or to maintain a resident representative after completion of their contract. The Government of Pakistan will normally receive, without regard to nationality, persons employed by the Government of the United States and persons employed by contractors selected by or approved by the District Engineer, for the performance of work under this Agreement. No fee or charge shall be made by the Government of Pakistan for the entry or exit of such persons or for quarantine, work permits or residence permits, except in the case of persons who are residents of Pakistan. Visas will either be waived or administrative procedures will be devised to expedite entry into or exit from Pakistan.

ARTICLE III

All property, material, equipment, services and supplies brought into, procured in or taken out of Pakistan by the Government of the United States or its contractors to carry out the functions contemplated by this Agreement shall be exempt from import and export duties, taxes, licences, excises, imposts, charges except for services requested and rendered and inspections except for identification, such property, materials, equipment, services and supplies that do not become a part of the completed works, shall remain the property of the United States Government, and/or its contractors and may at any time be removed from or disposed of in Pakistan free of any restrictions or any claims which may arise by virtue of such removal or disposal, provided that the duty thereon is paid in the event of their sale or disposal in Pakistan. The Government of Pakistan will take all reasonable steps within the framework of its laws, to prevent unwarranted increase in prices of either materials or services, including transportation, and

fees for port-unloading facilities, purchased by the Government of the United States or its contractors to carry out the functions contemplated by this Agreement.

ARTICLE IV

All vehicles and equipment imported by the Government of the United States and its contractors to carry out the functions contemplated by this Agreement shall bear distinctive tags or markings normally used by the Corps of Engineers of the U. S. Army, and such vehicles and equipment shall not be subject to taxes or fees relating to their registration or licencing in Pakistan. Except for passenger vehicles, and provided that vessels are approved by the "District Engineer", the rules relating to construction or type of vehicles and equipment shall be waived as far as possible. The Government of Pakistan shall afford every facility for the speedy passage of such vehicles and equipment over the roads and inland and territorial waters of Pakistan and for the prompt issue of such operators' licences and permits as may be necessary

ARTICLE V

1. Contractors and their employees, including their dependents, who enter Pakistan to carry out the functions contemplated by this Agreement, shall be exempt from Pakistan income tax with respect to

(a) Salaries and emoluments or other forms of income derived from sources financed directly or indirectly by the Government of the United States in furtherance of the execution of this Agreement, and

(b) Any non-Pakistani income upon which they are obliged to pay income tax or social security tax to another Government.

2. Such persons and members of their families shall receive exemption during their stay in Pakistan from the payment of customs import duties and sales, property or similar taxes on their personal and household goods and professional effects brought into the country for their own use and shall be exempt from any requirements of import licences in respect of such goods and effects, subject to the following conditions:

(a) The concession is confined to direct imports only and not to local purchase or clearances from bond,

(b) No Pakistan foreign exchange is involved in such imports;

- (c) The number of motor cars imported by any such employee under this concession will not exceed one;
 - (d) Goods imported under this concession will not ordinarily be sold or disposed of in Pakistan. In the event of their sale or disposal the duty thereon will duly be paid.

ARTICLE VI

Any contractor selected by the United States Government shall have the same right to select such subcontractors as the District Engineer under Article II for the purpose of performing construction work hereunder. The same rights, privileges and exemptions shall be accorded the sub-contractor, except for persons domiciled in Pakistan, as are herein granted to the United States Government's contractors under Articles II, III, IV and V

ARTICLE VII

This Agreement shall enter into force upon signature and shall, without prejudice to rights or obligations already accrued, remain in force until ninety days after the receipt by either Government of written notice of the intention of the other Government to terminate it.

This Agreement is complementary to existing agreements between the two Governments and is not intended to supersede or modify them, it is expressly subject to the provisions of the Mutual Defence Assistance Agreement of May 19, 1954 between the two Governments.

Done in two copies at Karachi, the 28th day of May, 1956.

For the United States
of America.

For Pakistan.

A. Z. GARDINER
*Minister and Charge d'Affaires
ad interim of the United States of
America to Pakistan*

M. S. K. BAIG.
Secretary,
Ministry of Foreign Affairs and
Commonwealth Relations,
Government of Pakistan.

HONDURAS

Military Assistance Advisory Group

*Agreement effected by exchange of notes
Signed at Tegucigalpa April 17 and 25, 1956;
Entered into force April 26, 1956.*

The American Ambassador to the Honduran Minister for Foreign Affairs

No. 148

TEGUCIGALPA, D. C., April 17, 1956

EXCELLENCY:

I have the honor to refer to the following agreements between our two Governments: Military Assistance Agreement of May 20, 1954; Army Mission Agreement of March 6, 1950 and Air Force Mission Agreement of March 6, 1950.

It is proposed that, notwithstanding the provisions of Articles 7 and 8 of the Army and Air Force Mission Agreements, the members of the Missions provided for under these Agreements may also perform the functions specified in Article V of the Military Assistance Agreement of May 20, 1954. The Chief of the Army Mission would be designated as Chief of the Military Assistance Advisory Group provided for under Article V of the Military Assistance Agreement as an additional duty and would receive the privileges and immunities provided for under that Agreement in addition to any he may have under the Army Mission Agreement. Personnel of the Army and Air Force Missions, when performing functions of the Military Assistance Advisory Group, would act under the direction and control of the Chief of the Diplomatic Mission of the United States of America and would be responsible to him.

TIAS 2975, 2041,
2040,⁵ UST 843; 1 UST
212, 199.

If the foregoing proposal is acceptable to Your Excellency's Government, this note and Your Excellency's note in reply shall be considered an agreement between our two Governments on this matter which shall enter into force on the date of receipt [¹] of Your Excellency's reply and shall continue in force concurrently with the Military Assistance Agreement of May 20, 1954.

¹ Apr. 26, 1956.

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

WHITING WILLAUER

His Excellency

Dr. ESTEBAN MENDOZA,
Minister for Foreign Affairs,
Tegucigalpa, D. C.

*The Honduran Minister for Foreign Affairs to the American
Ambassador*

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA

No. 1941.-A.L.

TEGUCIGALPA, D.C., 25 de abril de 1956.

SEÑOR EMBAJADOR:

En contestación a su atenta nota No. 148, fechada el día 17 del mes en curso, tengo el honor de transcribir a Vuestra Excelencia el Oficio que literalmente dice:

"SECRETARIA DE ESTADO EN EL DESPACHO DE DEFENSA —Of. O.M. N°. 486.—Tegucigalpa, D.C., abril 24 de 1956. Señor Ministro: Tengo el honor de referirme a su Oficio #1913, A.L., recibido el 20 de los corrientes, transcriptivo de la nota No. 148 por medio de la cual la Honorable Embajada Americana en nuestro país propone que, no obstante las disposiciones de los Arts. 7 y 8 de los Convenios de Misiones Militares y de Fuerza Aérea, los miembros de las mismas, establecidas en virtud de dichos acuerdos, puedan también desempeñar las funciones especificadas en el Art. V del Convenio de Asistencia Militar del 20 de mayo de 1954.—El Jefe de la Misión Militar sería designado como Jefe del Grupo Consultivo de Asistencia Militar establecido en virtud del Art. V ya citado, como funciones adicionales y recibiría los privilegios e inmunidades estipuladas en el mismo fuera de los que pueda tener conforme el convenio de Misión Militar.—El personal de las citadas Misiones actuaría, al desempeñar las funciones del Grupo Consultivo de Asistencia Militar, bajo la dirección y control del Jefe de la Misión Diplomática de los Estados Unidos de América, ante quien sería responsable.—Estimo que la sugerencia de la Embajada de los Estados Unidos antes relacionada, constituye un desarrollo de los conceptos básicos del Art. V del Convenio de Asistencia Militar del 20 de mayo de 1954, por lo que esta Secretaría la considera

acceptable.—Con toda consideración, soy del Señor Ministro, atento y seguro servidor. f) J. HECTOR LEIVA.—Al Señor Ministro de Relaciones Exteriores. Su Despacho.”

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia los sentimientos de mi más distinguida consideración.

ESTEBAN MENDOZA

Esteban Mendoza

Exmo. Señor WHITING WILLAUER,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Embajada Americana,
Ciudad.

Translation

DEPARTMENT OF FOREIGN RELATIONS
OF THE
REPUBLIC OF HONDURAS

DIPLOMATIC SECTION

No. 1941 A.L.

TEGUCIGALPA, D.C., April 25, 1956

MR. AMBASSADOR:

In reply to your courteous note No. 148, dated April 17, I have the honor to transcribe for Your Excellency a communication which reads word for word as follows:

"DEPARTMENT OF STATE FOR DEFENSE

"Of. O.M. No. 486

TEGUCIGALPA, D.C., April 24, 1956

"MR. MINISTER:

"I have the honor to refer to your official communication No. 1913, A. L., received April 20, which is a transcript of note No. 148 in which the American Embassy in our country proposes that, notwithstanding the provisions of Articles 7 and 8 of the Army and Air Force Mission Agreements, the members of the missions established under these agreements may also perform the functions specified in Article V of the Military Assistance Agreement of May 20, 1954. The Chief of the Army Mission would be designated as Chief of the Military Assistance Advisory Group established under the above-mentioned Article V as additional duties and would receive the privileges and immunities provided for therein in addition to any he may have under the Army Mission Agreement. Personnel of the above-mentioned missions, when performing the functions of the Military Assistance Advisory Group, would act under the direction and control of the Chief of

the Diplomatic Mission of the United States of America and would be responsible to him.

"I consider the above-mentioned suggestion of the Embassy of the United States a development of the basic concepts of Article V of the Military Assistance Agreement of May 20, 1954, and this Department therefore finds it acceptable.

"With assurances of my high consideration, I remain, Mr. Minister,

"Very truly yours,

"(s) J. HECTOR LEIVA

"THE MINISTER OF FOREIGN RELATIONS,

"*His Office.*"

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

ESTEBAN MENDOZA

Esteban Mendoza

His Excellency

WHITING WILLAUEER,

Ambassador Extraordinary and Plenipotentiary

of the United States of America,

American Embassy, City.

PARAGUAY

Foreign Service Personnel: Free-Entry Privileges

*Agreement effected by exchange of notes
Signed at Asunción May 9 and 11, 1956;
Entered into force May 11, 1956.*

The American Ambassador to the Paraguayan Minister of Foreign Affairs

AMERICAN EMBASSY,
Asunción, May 9, 1956

No. 343

EXCELLENCY:

I have the honor to address Your Excellency to state that the Government of the United States of America is prepared to conclude an agreement by an exchange of notes with the Government of the Republic of Paraguay covering the import privileges of non-diplomatic personnel of the diplomatic missions and consular offices of either of our countries serving in the country of the other, this agreement to be complementary to the laws and regulations of each country respectively. I propose the following terms for this agreement:

1. All consular officers of career and employees, nationals of the state which appoints them, who are appointed or assigned specifically to serve in their respective consular offices, who are not engaged in any other occupation for gain in the country in which they are accredited or employed, and who do not normally reside in that country, shall enjoy all of the import privileges granted to members of the Diplomatic Corps. The members of the families of these officers and employees who reside with them shall enjoy the same import privileges enjoyed by the members of the families of diplomatic officers.

2. The non-diplomatic officers and employees of the diplomatic missions of the two countries who are nationals of the state which appoints them, who are designated or assigned specifically for service in their respective diplomatic offices, who are not engaged in any other gainful occupation in the country in which they serve, and who do not reside normally in that country, shall enjoy all

of the import privileges accorded to members of the Diplomatic Corps. The members of the families of these officials and employees who reside with them shall enjoy the same import privileges enjoyed by the members of the families of diplomatic officials.

3. The points set forth for Your Excellency's consideration in the present note will be on a basis of the strictest reciprocity.

4. The present note and that which Your Excellency will be kind enough to address to me in reply will constitute an agreement between our respective Governments, which will be valid from the date of Your Excellency's note and may be denounced at any time by either Government after notice six months in advance to the other.

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

ARTHUR A. AGETON

His Excellency

Dr. HIPÓLITO SÁNCHEZ QUELL,
*Minister of Foreign Affairs
 of the Republic of Paraguay,
 Asunción.*

The Paraguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

D.C.E.

Nº 300

ASUNCIÓN, 11 de Mayo de 1956

SEÑOR EMBAJADOR:

Tengo el agrado de dirigirme a Vuestra Excelencia para acusar recibo de su atenta nota Nº 343, por la que el Gobierno de los Estados Unidos de América propone las bases que se mencionan a continuación, para establecer un acuerdo al respecto entre ambos Gobiernos:

1-Todos los funcionarios de carrera y empleados consulares, nacionales del Estado que los nombre, que son designados o asignados específicamente a fin de prestar servicio en sus respectivas oficinas consulares, que no se dediquen a otras actividades con fines de lucro en el país en que se hallan acreditados o empleados, y que no residen habitualmente en el mismo, podrán gozar de todos los privilegios de importación acordados a los miembros del Cuerpo Diplomático. Los

miembros de las familias de estos oficiales y empleados indicados que residen con ellos, podrán gozar de los mismos privilegios de importación de que gozan los miembros de las familias de funcionarios diplomáticos.

2—Los funcionarios no-diplomáticos adscriptos a las representaciones diplomáticas de ambos países, nacionales del país que los nombre, que son designados o asignados específicamente a fin de prestar servicio en sus respectivas oficinas diplomáticas, que no se dediquen a otras actividades con fines de lucro en el país en que se hallan acreditados, y que no residen habitualmente en el mismo, podrán gozar de todos los privilegios de importación acordados a los miembros del Cuerpo Diplomático. Los miembros de las familias de estos funcionarios que residen con ellos podrán gozar de los mismos privilegios de importación de que gozan las familias de funcionarios diplomáticos.

3—Los puntos puestos a consideración de Vuestra Excelencia en la presente, se basarán en la más estricta reciprocidad.

4—La presente nota y la de Vuestra Excelencia constituirán un acuerdo entre nuestros Gobiernos, que será válido a partir de la fecha de la nota de Vuestra Excelencia y podrá ser denunciado por cualquier Gobierno en cualquier momento, con aviso previo de seis meses al otro.

Me es grato comunicar a Vuestra Excelencia que el Gobierno Paraguayo concuerda con los términos mencionados en su atenta nota, la cual deberá constituir, juntamente con esta nota, un acuerdo entre los dos Gobiernos.

H. SÁNCHEZ QUELL

[SEAL]

Al Excelentísimo Señor

Contralmirante ARTHUR A. AGETON,
*Embajador Extraordinario y Plenipotenciario
 de los Estados Unidos de América.
 Presente.*

Translation

MINISTRY OF FOREIGN RELATIONS

D. C. E.

No. 300

ASUNCIÓN, May 11, 1956

MR. AMBASSADOR:

I take pleasure in acknowledging receipt of Your Excellency's courteous note No. 343 in which the Government of the United

TIAS 3577

States of America proposes the following bases for drawing up an agreement on the subject between the two Governments:

1. All consular career officers and employees, nationals of the State which appoints them, who are appointed or assigned specifically to serve in their respective consular offices, who are not engaged in other activities for gain in the country in which they are accredited or employed, and who do not normally reside in that country, shall enjoy all the import privileges granted to members of the Diplomatic Corps. The members of the families of these officers and employees who reside with them shall enjoy the same import privileges enjoyed by the members of the families of diplomatic officers.
2. The non-diplomatic officers assigned to the diplomatic representations of the two countries who are nationals of the country which appoints them, who are designated or assigned specifically for service in their respective diplomatic offices, who are not engaged in other activities for gain in the country in which they are duly assigned, and who do not normally reside in that country, shall enjoy all the import privileges accorded to members of the Diplomatic Corps. The members of the families of these officials who reside with them shall enjoy the same import privileges enjoyed by the families of diplomatic officials.
3. The points set forth for Your Excellency's consideration in the present note will be on the basis of the strictest reciprocity.
4. The present note and Your Excellency's note will constitute an agreement between our Governments, which will be valid from the date of Your Excellency's note and may be denounced at any time by either Government after notice six months in advance to the other.

I take pleasure in informing Your Excellency that the Paraguayan Government concurs in the terms contained in your courteous note, which, together with this note, shall constitute an agreement between the two Governments.

H. SÁNCHEZ QUELL

His Excellency

ARTHUR A. AGETON,

Ambassador Extraordinary and Plenipotentiary

of the United States of America,

City.

MEXICO

Prevention of Foot-and-Mouth Disease: Financing of Commission Operations

*Agreement effected by exchange of notes
Signed at Washington December 12, 1953, and
July 30, 1954;
Entered into force July 30, 1954.*

The Acting Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON
December 12 1953

EXCELLENCY:

I have the honor to refer to minutes [1] of the Mexico-United States Commission for the Prevention of Foot-and-Mouth Disease during which the following memoranda of understanding were adopted by the Commission and signed by the respective Mexican and United States Commissioners:

"MEMORANDUM OF UNDERSTANDING BY THE MEXICO-UNITED STATES COMMISSION FOR THE PREVENTION OF FOOT-AND-MOUTH DISEASE

"For the purpose of making provisions for the financing of Commission operations for the months of August and September 1953, it is hereby agreed that:

1. The Mexican Government will contribute as its fixed monthly amount of the Commission expenses for August and September 1953, the sum of \$85,000.00 pesos for each month. In addition the Mexican Government will pay the salaries and per diem for its personnel as well as all expenses of military operations in connection with the program for the two months specified above.

All other Commission expenses for these two months, including the payment of indemnities outside of the infected zone but excluding expenses for the evacuation of

¹ Not printed.

the infected zone, will be for the account of the United States Government. In addition the United States Government will pay for salaries and per diem for its personnel.

2. Each Government shall maintain in the hands of the Commission a fund of \$150,000.00 pesos in lieu of the \$300,000.00 peso fund heretofore required.
3. During September, the Governments will agree on the share to be paid by each Government for the costs of evacuating the infected zone and operations expenses of the Commission outside the infected zone after September 30, 1953."

"MEMORANDUM OF UNDERSTANDING BY THE MEXICO-UNITED STATES COMMISSION FOR THE PREVENTION OF FOOT-AND-MOUTH DISEASE COVERING DISCUSSIONS OF SEPTEMBER 21 AND 22, 1953.

"For the purpose of making provisions for the financing of the program outlined in the Commission's meeting of July 28 and 29, 1953 and the agreement of September 21 and 22, [¹] the Mexico-United States Commission for the Prevention of Foot-and-Mouth Disease agrees as follows:

1. Beginning October 1, 1953, the Mexican Government will contribute as its fixed monthly amount for Commission expenses the sum of \$85,000 pesos for each month. The Mexican Government will also pay the salaries and per diem for its personnel as well as expenses of the military operations in connection with the program.
2. In addition the Mexican Government will make a contribution of \$300,000 pesos to the Commission at the time the October contribution is made. This additional contribution shall be used for the payment of Commission expenses.
3. All other expenses of the Commission will be borne by the contributions of the United States Government.
4. In order to implement the agreement of September 21 and 22, [¹] relating to a canning and rendering plant, the Commission shall construct such a plant with a minimum capacity for 100 animals daily.
5. All proceeds derived from the operation of the plant and all proceeds from the salvage of the plant will be for the sole benefit of the United States Government.

¹ Not printed.

6. The two Governments will continue to maintain a permanent fund of \$150,000 (pesos) as heretofore provided, in the fund of the Commission."

The foregoing memoranda of understanding are acceptable to the Government of the United States of America. If they are also acceptable to the Government of the United Mexican States, my Government will consider this note and your reply note concurring therein as constituting the formal approval by our respective Governments of the two memoranda.

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

WALTER B. SMITH
*Acting Secretary of State of the
United States of America*

His Excellency

Señor Don MANUEL TELLO,
Ambassador of Mexico.

The Mexican Ambassador to the Secretary of State

EMBAJADA DE MEXICO

3528

WASHINGTON, D. C., 30 de julio de 1954.

SEÑOR SECRETARIO:

Tengo el honor de hacer referencia a las actas de las sesiones de la Comisión México-Estados Unidos para la Prevención de la Fiebre Aftosa, en las que se consignan los siguientes memoranda de convenio adoptados por la Comisión y firmados por los respectivos Comisionados de México y de los Estados Unidos de América:

"MEMORANDUM DE CONVENIO DE LA COMISION MEXICO-AMERICANA PARA LA PREVENCION DE LA FIEBRE AFTOSA.

"Con el objeto de establecer las estipulaciones para el financiamiento de operaciones de la Comisión durante los meses de agosto y septiembre de 1953, se conviene en lo siguiente:

1. El Gobierno de México contribuirá por concepto de su cantidad fija mensual para los gastos de la Comisión durante los meses de agosto y septiembre de 1953, la suma de \$85,000.00 pesos, por cada uno de dichos meses. Además, el Gobierno de México pagará los salarios y viáticos de su personal así como todos los gastos de las operaciones militares relacionadas con el programa durante los dos meses anteriores. Todos los demás gastos de la Comisión durante estos dos meses, incluyendo el pago de indemnizaciones fuera de la

zona infectada, pero excluyendo los gastos de evacuación de la zona infectada, serán por cuenta del Gobierno de los Estados Unidos. Además el Gobierno de los Estados Unidos pagará los sueldos y viáticos de su personal.

2. Cada uno de los Gobiernos mantendrá un fondo permanente de \$150,000.00 pesos en las arcas de la Comisión, en vez del fondo de \$300,000.00 pesos que se requería hasta la fecha.
3. Durante septiembre, los Gobiernos convendrán en la contribución que pagará cada Gobierno para cubrir el costo de evacuación de la zona de infección y los gastos de operaciones de la Comisión fuera de la zona infectada después del 30 de septiembre de 1953."

"MEMORANDUM DE CONVENIO DE LA COMISION MEXICO-AMERICANA PARA LA PREVENCION DE LA FIEBRE AFTOSA SOBRE LAS DISCUSIONES EFECTUADAS DURANTE LOS DIAS 21 Y 22 DE SEPTIEMBRE DE 1953.

"Con el objeto de tomar las medidas necesarias para el financiamiento del Programa delineado en la Junta de la Comisión durante los días 28 y 29 de julio de 1953, y el convenio del día 21 y 22 de septiembre, la Comisión México-Americana para la Prevención de la Fiebre Aftosa acuerda lo siguiente:

1. A partir del 1º de octubre de 1953, el Gobierno de México contribuirá como su cuota fija mensual para gastos de la Comisión, la cantidad de \$85,000.00 pesos cada mes. Asimismo el Gobierno mexicano pagará los sueldos y viáticos de su personal así como todos los gastos de las actividades militares relacionadas con el programa.
2. Además el Gobierno mexicano contribuirá con la cantidad de \$300,000.00 pesos a la Comisión, al tiempo de entregar su aportación por el mes de octubre. Esta cuota adicional será utilizada para el pago de gastos de la Comisión.
3. Todos los demás gastos de la Comisión, serán cubiertos con las contribuciones aportadas por el Gobierno de los Estados Unidos.
4. Con el objeto de dar cumplimiento al convenio del 21 y 22 de septiembre relativo a la planta beneficiadora y enlatadora, la Comisión construirá dicha planta con una capacidad mínima para 100 animales diarios.
5. Todos los ingresos que se deriven de la operación de la planta, así como los que se deriven de la recuperación de la planta misma, serán para el beneficio exclusivo del Gobierno de los Estados Unidos.

6. Continuarán los dos Gobiernos sosteniendo el fondo permanente de \$150,000.00 pesos cada uno como existe hasta la fecha, en el fondo de la Comisión."

Los anteriores memoranda de convenio son aceptables para el Gobierno de los Estados Unidos Mexicanos. En virtud de que Vuestra Excelencia me ha comunicado que también lo son para el Gobierno de los Estados Unidos de América, mi Gobierno considera que esta nota y la de Vuestra Excelencia del 12 de diciembre de 1953 constituyen la aprobación formal de nuestros dos Gobiernos de los memoranda en cuestión.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

MANUEL TELLO.
Embajador.

Excelentísimo señor JOHN FOSTER DULLES,
Secretario de Estado,
Washington, D. C.

Translation

EMBASSY OF MEXICO

3528

WASHINGTON, D. C., July 30, 1954.

MR. SECRETARY:

I have the honor to refer to the minutes of the meetings of the Mexican-United States Commission for the Prevention of Foot and Mouth Disease, which contain the following memoranda of agreement adopted by the Commission and signed by the respective Commissioners of Mexico and the United States of America:

[For the English language text of the memoranda, see *ante*, pp. 937-939.]

The above memoranda of agreement are acceptable to the Government of the United Mexican States. In view of the fact that Your Excellency has informed me that they are also acceptable to the Government of the United States of America, my Government considers that this note and your note of December 12, 1953 constitute the formal approval by our two Governments of the memoranda in question.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

MANUEL TELLO.
Ambassador

His Excellency

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

JAPAN

Agricultural Commodities

Protocol amending article III of the agreement of May 31, 1955.

Post, pp. 949, 981,

987.

Signed at Tokyo February 10, 1956;

Entered into force May 29, 1956.

PROTOCOL TO AMEND ARTICLE III OF THE AGREEMENT ON AGRICULTURAL COMMODITIES BETWEEN THE UNITED STATES OF AMERICA AND JAPAN, SIGNED AT TOKYO ON MAY 31, 1955

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

Desiring to amend Article III of the Agreement on Agricultural Commodities between the United States of America and Japan, signed at Tokyo on May 31, 1955 (hereinafter referred to as "the Agreement"), have agreed to delete the second sentence of Article III of the Agreement and substitute the following: "The total of such commodity grants will not exceed Fifteen Million United States Dollars (\$15,000,000) worth of wheat and/or nonfat dried milk solids in terms of Commodity Credit Corporation Costs."

TIAS 3284.
6 UST 2119.

The present Protocol shall enter into force on the date of receipt [1] by the Government of the United States of America of a note from the Government of Japan stating that Japan has approved the Protocol in accordance with its legal procedures. Except as herein provided nothing in this Protocol shall be deemed to amend or affect the provisions of the Agreement.

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

¹ May 29, 1956.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this tenth day of February, one thousand nine hundred fifty-six.

For the United States of America:

JOHN M. ALLISON

For Japan:

MAMORU SHIGEMITSU.

[SEAL]

[SEAL]

アメリカ合衆国のために

C. John M. Cullen

日本国のために

生光泰

この議定書は、日本国がその国内法上の手続に従つてこの議定書を承認したことを通知する日本国政府の公文を、アメリカ合衆国政府が受領した日に効力を生ずる。この議定書に定めるものを除くほか、この議定書のいかなる規定も、協定の規定を改正し又はこれに影響を与えるものと解してはならない。

以上の証拠として、下名は、各自の政府により正当に委任を受け、この議定書に署名した。

千九百五十六年二月十日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

千九百五十五年五月三十一日に東京で署名された農産物に関するアメリカ合衆国と日本国との間の協定第三条を改正する

議定書

アメリカ合衆国及び日本国政府は、

千九百五十五年五月三十一日に東京で署名された農産物に関する
アメリカ合衆国と日本国との間の協定（以下「協定」という。）第
三条を改正することを希望して、同条後段を「この農産物の贈与の
総計は、商品金融会社（コモディティ・クレディット・コーポレー
ション）建値で千五百万合衆国ドル（一五、〇〇〇、〇〇〇ドル）
の小麦及び脱脂粉乳をこえないものとする。」に改めることに同意
した。

JAPAN

Agricultural Commodities

*Agreement signed at Tokyo February 10, 1956;
Entered into force May 29, 1956.
With agreed official minutes and exchange of notes
Signed at Tokyo February 10, 1956.*

Post, pp. 981, 987.

AGREEMENT ON AGRICULTURAL COMMODITIES BETWEEN THE UNITED STATES OF AMERICA AND JAPAN

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

Considering the mutual benefits to be derived from the sale by the United States of America and the purchase by Japan of United States agricultural commodities under provisions of the Agricultural Trade Development and Assistance Act of 1954 of the United States of America, as amended; and

Considering that the proceeds accruing from the purchases above will be utilized in a manner beneficial to both countries;

Have agreed as follows:

ARTICLE I

1. The Government of the United States of America undertakes to finance and the Government of Japan agrees to arrange for the purchase of United States agricultural commodities valued at sixty five million eight hundred thousand United States Dollars (\$65,800,000), including transportation to the extent financed by the Government of the United States of America, pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, under purchase authorizations to be issued during the current United States fiscal year ending June 30, 1956.

2. The commodities to be sold and purchased and the value of each commodity up to which purchase authorizations will be

68 Stat. 454.
7 U.S.C. § 1691 note.

issued by the Government of the United States of America are as follows:

<i>Commodity</i>	<i>Value (million dollars)</i>
Wheat	\$27. 3
Barley	4. 8
Corn and other feed grain	6. 4
Cotton	18. 7
Tobacco	2. 7
Ocean transportation (estimated)	5. 9
 Total	 \$65. 8

ARTICLE II

1. The Government of the United States of America shall provide for the disbursement of the United States dollars required for the purchases referred to in Article I. Upon receipt by the Government of Japan of notice of such dollar disbursement or in such other manner as may be mutually agreed the Government of Japan shall provide for the deposit of the yen equivalent of dollar disbursement by the Government of the United States of America, for payment of the transaction concerned, in a special account of the Government of the United States of America in the Bank of Japan (hereinafter referred to as the "United States account").

2. The yen to be deposited in the United States account will be the dollar sales value of the commodity including that portion of freight and handling reimbursed or financed by the Government of the United States of America (but not including the extra cost of any ocean freight resulting from a United States requirement that the commodity be carried on United States flag vessels) converted into yen at the par value of yen established by the Government of Japan and agreed with the International Monetary Fund prevailing on the dates of dollar disbursements by the Government of the United States of America provided there are no legally available multiple rates of exchange.

ARTICLE III

1. The commodities acquired by Japan pursuant to this Agreement shall be consumed in Japan except as the two Governments may agree. The acquisition of these commodities by Japan shall not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that reasonable precautions will be taken to assure that the sale of agricultural commodities

pursuant to this Agreement will neither unduly disrupt world market prices of agricultural commodities nor displace the usual marketings of the United States of America in these commodities nor materially impair trade relations among the free nations of the world.

3. In carrying out this Agreement, the two Governments will seek to assure that private trade channels are used to the maximum extent practicable.

ARTICLE IV

1. The Government of the United States of America will use twenty-five percent (25%) of the yen deposited in the United States account for the following purposes and in the indicated percentages, except as otherwise agreed:

- (1) To procure military equipment, material, facilities and services for the common defense: forty-nine percent;
- (2) To finance the purchase of goods or services for other countries: thirty-three percent;
- (3) To help develop new markets for United States agricultural commodities on a mutually benefitting basis: eight percent;
- (4) To finance international educational exchange activities: eight percent; and
- (5) To pay United States obligations in Japan: two percent.

2. The yen to be used by the Government of the United States of America pursuant to this Article shall be expended by the Government of the United States of America in such manner and order of priority as it shall determine, but with due consideration to the effects of such expenditures on the Japanese economy and possible conflicts with Japanese interests.

3. Those of the expenditures to be made by the Government of the United States of America under paragraph 1 above which fall within the scope of Article VI and Annex E of the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954 will be granted the exemption from and refund of Japanese duties and taxes provided for therein.

TIAS 2957.
7 UST, pt. I, p. 661.

ARTICLE V

1. Seventy-five percent (75%) of the deposits referred to in Article II, paragraph 1, is convertible into United States dollars through the Bank of Japan and will be so converted by the said Bank which will credit these dollars to the Government of Japan as disbursements under a loan to be made by the Government

of the United States of America through the Export-Import Bank of Washington to the Government of Japan. The Government of Japan agrees to accept this loan which will be made under the following conditions:

- (1) Period: 40 years, starting from April 1, 1956.
- (2) Payment dates: Payments in semi-annual installments, first payment of interest to be made on October 1, 1959, and first payment of principal to be made on April 1, 1960.
- (3) Payments of principal and interest: To be made in United States dollars.
- (4) Interest: (i) Rate: 3 percent per annum.
(ii) No interest shall accrue for the first three years.
- (5) Notwithstanding the provisions of subparagraphs (3) and (4) above, the payments of principal and interest may be effected in yen on any payment date at the sole option of the Government of Japan; the interest rate for such payments will be 4 percent per annum. The Government of the United States of America agrees to take into consideration the economic position of Japan in connection with any contemplated use of the yen paid to the Government of the United States of America hereunder.
- (6) Other details and procedures of the loan, and/or modifications thereof, shall be mutually agreed upon between the Government of the United States of America or the Export-Import Bank of Washington, an agency thereof, and the Government of Japan.

2. The loan referred to in paragraph 1 above will be used at the discretion of the Government of Japan, within the agreed categories, for economic development purposes consistent with Section 104, subparagraph (g), of the Agricultural Trade Development and Assistance Act of 1954, as amended.

ARTICLE VI

Detailed arrangements necessary for the operation of this Agreement shall be agreed upon between the two Governments.

ARTICLE VII

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

ARTICLE VIII

This Agreement shall enter into force on the date of receipt [¹] by the Government of the United States of America of a note from the Government of Japan stating that Japan has approved the Agreement in accordance with its legal procedures.

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

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this tenth day of February, one thousand nine hundred fifty-six.

For the United States of America:

JOHN M. ALLISON

For Japan:

MAMORU SHIGEMITSU.

[SEAL]

[SEAL]

¹ May 29, 1956.

表者は、この協定に署名した。

千九百五十六年二月十日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

アメリカ合衆国のために



日本国のために



るものとする。

第七条

両政府は、いずれか一方の政府の要請があつたときは、この協定の適用又はこの協定に従つて行われる活動に関するいかなる事項についても協議するものとする。

第八条

この協定は、日本国がその国内法上の手続に従つてこの協定を承認したことを通して日本国政府の公文を、アメリカ合衆国政府が受領した日に効力を生ずる。

以上の証拠として、署名のために正当に委任されたそれぞれの代

2

に基いてアメリカ合衆国政府に支払われた日本円の使用計画に
関しては、日本国の経済状態を考慮することに同意する。

(6) 借款のその他の細目及び手続並びに借款の変更は、アメリカ
合衆国政府又はその機関たるワシントン輸出入銀行と日本国政
府との間で相互に合意するものとする。

日本国政府は、前項に定める借款を、改正後の千九百五十四年
の農産物貿易の促進及び援助に関する法律第百四条(g)の規定に合
致する経済開発のため、合意された目的の範囲内で、随意に使用
するものとする。

第六条

この協定の実施のため必要な細目取極は、両政府の間で合意され

- (2) 支払日 年二回の分割払とし、利子の最初の支払は、千九百五十九年十月一日に行い、元金の最初の支払は、千九百六十年四月一日に行うものとする。
- (3) 元金及び利子の支払 合衆国ドルで行うものとする。
- (4) 利子
- (5) (i) 一年につき三パーセント
- (ii) (1) 最初の三年間は、利子を附さない。
- (6) 及び(4)の規定にかかわらず、元金及び利子の支払は、いずれの支払日においても、日本国政府の単独の選択により日本円で行うことができるものとし、この支払の場合の利率は、一年につき四パーセントとする。アメリカ合衆国政府は、この規定

は、同条及び同附属書に定める日本の関税及び租税の免除及び払いもどしを許与されるものとする。

第五条

1 第二条1に定める積立金の七十五パーセント（七五%）は、日本銀行を通じて合衆国ドルに交換することができるものとし、日本銀行が合衆国ドルに交換するものとする。日本銀行は、その合衆国ドルを、アメリカ合衆国政府がワシントン輸出入銀行を通じて日本国政府に供与する借款に基く支出として、日本国政府に貸記するものとする。日本国政府は、次の条件で供与されるこの借款を受諾することに同意する。

(1) 期間 千九百五十六年四月一日から始まる四十年

させることを助長するため 八パーセント

(4) 国際教育交換活動の資金に充てるため 八パーセント

(5) 日本国における合衆国の債務を支払うため 二パーセント

2 この条の規定に基いてアメリカ合衆国政府が使用する日本円は、
アメリカ合衆国政府が、その決定する方法及び優先順位により支
出するものとする。ただし、アメリカ合衆国政府は、その支出金
が日本国の経済に与える影響及び生ずるかもしれない日本国の利
益との矛盾について妥当な考慮を払うものとする。

3 1 の規定に基づくアメリカ合衆国政府の支出金で、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
相互防衛援助協定第六条及び附属書Eの規定の適用を受けるもの

3

両政府は、この協定を実施するに当り、民間の貿易経路をできる限り使用するよう努めるものとする。

第四条

1 アメリカ合衆国政府は、合衆国勘定に積み立てられた日本円の二十五パー セント（二五%）を、別段の合意がある場合を除くほか次に掲げる百分率で、次の目的のため使用するものとする。

- (1) 共同防衛のための軍事上の装備、資材、施設及び役務の調達のため 四十九パー セント
 - (2) 他の国のための物品の購入及び役務の調達の資金に充てるため 三十三パー セント
- (8) 合衆国の農産物の新たな市場を両国の利益になるよう発展

第三条

1 この協定に基いて日本国が取得する農産物は、両政府が合意する場合を除くほか、日本国内で消費するものとする。日本国によるこれらの農産物の取得は、これらの又は同様の農産物をアメリカ合衆国に対する非友好国が入手する可能性を増大する結果をもたらしてはならない。

2 両政府は、この協定に基く農産物の販売が、世界市場における農産物価格を不当にくずし、アメリカ合衆国これらの農産物の通常の市場取引を排除し、又は世界の自由諸国間の貿易関係を実質的に害することがないように合理的な注意が払われるべきことを合意する。

におけるアメリカ合衆国政府の特別勘定（以下「合衆国勘定」という。）に積み立てられるための措置を執るものとする。

2 合衆国勘定に積み立てられる日本円は、複数為替相場が合法的に設けられない限り、当該農産物の合衆国ドルによる販売価額（運賃及び諸掛のうち、アメリカ合衆国政府が払いもどし、又は資金を支出する部分を含み、海上運賃のうち、農産物が合衆国の旗を掲げる船舶に積載されなければならないという合衆国における要件の結果として生ずる超過の費用の額を除く。）を、日本国政府が設定し、かつ、国際通貨基金との間で合意された日本円の平価で、アメリカ合衆国政府による合衆国ドルの支出の日に適用されているものによつて、換算した日本円とする。

とうもろこしその他の飼料用穀物

六・四

綿花

一八・七

葉たばこ

二・七

海上輸送費（見積額）

五・九

計

六五・八

第二条

¹

アメリカ合衆国政府は、第一条にいう購入のため必要な合衆国ドルを支出するための措置を執るものとする。日本国政府は、その合衆国ドルの支出の通告を受領したときは、又は相互間で合意するその他の方法により、アメリカ合衆国政府による合衆国ドルの支出額と等価額の日本円が、当該取引の支払として、日本銀行

は、六千五百八十万合衆国ドル（六五、八〇〇、〇〇〇ドル）の額の同国の農産物について、千九百五十六年六月三十日に終る同国の現会計年度において与えられる購入許可に基く購入が行われるための資金を支出することを約束し、日本国政府は、その購入を取り計らうことに同意する。この額は、アメリカ合衆国政府が資金を支出する限度まで輸送費の額を含むものとする。

2 売買される農産物及びアメリカ合衆国政府が購入許可を与える各農産物の価額の限度は、次のとおりである。

農産物

価額の限度（単位百万合衆国ドル）

小麦

二七・三

大麦

四・八

農産物に関するアメリカ合衆国と日本国との間の協定

アメリカ合衆国政府及び日本国政府は、

アメリカ合衆国による同国の改正後の千九百五十四年の農産物貿易の促進及び援助に関する法律の規定に基く同国の農産物の販売及び日本国によるその購入から生ずる相互の利益を考慮し、また、前記の購入から生ずる資金を両国にとつて利益になる方法で利用すべきことを考慮して、

次のとおり協定した。

第一条

¹ アメリカ合衆国の改正後の千九百五十四年の農産物貿易の促進及び援助に関する法律第一章の規定に従い、アメリカ合衆国政府

**AGREED OFFICIAL MINUTES WITH RESPECT TO THE
AGREEMENT ON AGRICULTURAL COMMODITIES
BETWEEN THE UNITED STATES OF AMERICA AND
JAPAN**

1. With regard to Article I, paragraph 2 of the Agreement, it is understood that:
 - (a) With the exception of cotton, contracts for purchases under Title I may be concluded up to and including September 15, 1956, provided that all commodities are shipped from the United States by September 30, 1956.
 - (b) In the case of cotton the contracting period is extended to November 30, 1956 and the shipment deadline to December 31, 1956.
 - (c) Although an extension of the above shipment deadlines can not now be agreed to, in individual cases and under special circumstances sympathetic consideration will be given by the United States Government prior to the expiration of purchase authorizations to requests for a reasonable extension of time to facilitate orderly procurement and shipment. In the event such extensions are requested for more than a small percentage of the total volume of commodities, the United States Government must prior to agreeing to the extensions secure commitments from the Japanese Government to protect the usual marketings of the United States during any period after September 30, 1956 (December 31, 1956 in the case of cotton) in which commodities financed under this program are shipped.
2. It is understood that all expenditures incurred under subparagraphs (1) and (2) of paragraph 1 of Article IV will fall within the scope of Article VI and Annex E of the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954.
3. It is understood that in the event that funds allocated to the purposes of Article IV, paragraph 1 (2) of the Agreement are not completely expended on or before June 30, 1957, the Government of Japan has no objection to the use by the Government

of the United States of America of such unexpended funds for the purposes of Article IV, paragraph 1 (5) of the Agreement.

4. With respect to paragraph 1 of the exchange of notes accompanying the Agreement, it is understood that the United States Government is not committed to any special price arrangements or concessions with respect to commodities purchased under this program.

Ambassador Extraordinary and Minister for Foreign Affairs
Plenipotentiary of the United of Japan:
States of America to Japan:

JOHN M. ALLISON

MAMORU SHIGEMITSU.

TOKYO, February 10, 1956

[SEAL]

[SEAL]

千九百五十六年二月十日に東京で

日本国駐在アメリカ合衆国特命全権大使

John M. Cannon

日本国外務大臣

吉田光義

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第六条及び附属書Eの規定の適用を受けるものと了解される。

3 協定第四条1(2)の目的のために割り当てられた資金が千九百五十七年六月三十日に又はその前に完全に使用されなかつたときは、日本国政府は、アメリカ合衆国政府がその未使用の資金を協定第四条1(5)の目的のために使用することについて異議を有しないことが了解される。

4 協定に伴う交換公文の1に関し、合衆国政府は、この計画に基いて購入される農産物に関して、いかなる特別の価格上の取極又は譲許をも約束するものではないことが了解される。

が、個々の場合において、及び特別の事情があるときは、アメリカ合衆国政府は、購入許可の期間の満了前に、規則的な調達及び船積を容易にするため合理的な期間の延長の要請に好意的な考慮を払うものとする。この期間の延長の要請が農産物のうち總量の小比率より大きい部分について行われたときは、合衆国政府は、延長に同意する前に、この計画に基いて資金を支出される農産物が千九百五十六年九月三十日（綿花については千九百五十六年十二月三十一日）の後船積されるまでの期間について合衆国の通常の市場取引を保護するための約束を日本政府から得なければならない。

協定第四条¹ (1) 及び (2) の規定に基づくすべての支出金は、千九百

農産物に関するアメリカ合衆国と日本国との間の協定に関する合意された公式議事録

1

(a)

協定第一条2の規定に関し、次のことが了解される。

(a) 綿花を除き、第一章の規定に基く購入契約は、千九百五十六年九月十五日までに締結することができる。ただし、農産物は、すべて、千九百五十六年九月三十日までに合衆国から船積されるものとする。

(b) 綿花については、契約期間は、千九百五十六年十一月三十日まで延長され、船積の最終期限は、千九百五十六年十二月三十一日まで延期される。

(c) 前記の船積の最終期限の延期を現在合意することはできない

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Tokyo, February 10, 1956

No. 1254

EXCELLENCY:

With reference to the Agreement on Agricultural Commodities between the United States of America and Japan, signed today, I wish to set forth the following understandings reached between our two Governments:

1. It is understood that the purchases of United States Agricultural commodities contemplated by Japan, both under Article I and under the term "usual marketings" as used in Article III of the Agreement, are to be made at prices competitive in the world market.

2. It is agreed that the Government of the United States of America will, from time to time or upon request, inform the Government of Japan as to the use of the yen funds referred to in Article IV, paragraph 1, of the Agreement. The present intention of the Government of the United States of America is to use the funds referred to above for the following as numbered in correspondence with the subparagraphs of Article IV, paragraph 1:

- (1) Mainly for the construction of United States dependent housing in Japan.
- (2) To finance by the International Cooperation Administration the purchase of goods and services for other friendly countries. Every effort will be made to administer these funds in such a way as to avoid interference with Japanese exports not funded from United States sources.
- (3) For sales promotion and market research concerning United States agricultural products, as well as for exchange visits of United States and Japanese officials and business men concerned with this problem.
- (4) To defray expenses related to the international educational exchange activities between the United States of America and Japan.
- (5) To pay United States obligations in Japan.

3. In order to facilitate the procurement and export by or at the direction of the Government of the United States of America

of goods and services for other countries with the yen described in Article IV, paragraph 1 (2), of the Agreement, the Government of Japan will issue the necessary export licenses upon request.

4. Seventy-five per cent of the yen deposited in the United States account referred to in Article II of the Agreement will, from time to time upon the request of the Government of Japan, be disbursed by the Government of the United States of America to the Bank of Japan. The total of such disbursements will, however, not exceed at any time seventy-five per cent of the total of such deposits. The Bank of Japan will, at the same exchange rate at which the deposit in the said United States account was made, convert into United States dollars the funds disbursed to the Bank of Japan and credit the same to the Government of Japan.

5. It is agreed that the loan funds referred to in Article V of the Agreement will be used by the Government of Japan for the following purposes:

- (1) Irrigation, drainage, reclamation and their incidental works;
- (2) Development of forestry, livestock and livestock products, port and storage facilities, fertilizer for domestic use, and the domestic beet sugar industry;
- (3) Development of electric power resources;
- (4) Promotion of productivity of the Japanese economy;
- (5) Other economic development projects under categories to be mutually agreed.

It is also agreed that the Government of Japan will, from time to time or upon request, inform the Government of the United States of America as to the individual projects decided upon, the loan funds allotted to each, the current status of the loan account, and such other relevant data as may become available.

If the above meets with the approval of your Government, Your Excellency's note of approval confirming the above will be appreciated.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Ministry of Foreign Affairs.

本大臣は、本国政府が閣下の書簡に述べられてゐることに同意することを、本国政府に代つて確認いたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

昭和三十一年二月十日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使

ジョン・M・アリソン 閣下

びに国内でん菜糖工業の発展

(4) (8)
電力資源の開発

(5) (4) 日本国の経済の生産性の増進

相互に合意される目的の範囲内のその他の経済開発計画

また、日本国政府は、隨時又は要請があつたときは、その決定した個々の計画、各計画に割り当てた借款の資金、借款勘定の状態及び提供することができるその他の関係資料について、アメリカ合衆国政府に通報すべきことが合意される。

貴国政府が前記のこととに同意されるとときは、閣下がその旨を書簡で確認されれば幸であります。

十五パーセントは、日本国政府の要請があつたときは、アメリカ合衆国政府が日本銀行に隨時支出するものとする。ただし、その支出の総額は、いずれの時ににおいても積立金の総額の七十五パーセントをこえてはならない。日本銀行は、合衆国勘定への積立を行つた為替相場と同一の相場で、日本銀行に支出された資金を合衆国ドルに交換し、かつ、そのドルを日本国政府に貸記するものとする。

協定第五条に定める借款の資金は、日本国政府が次の目的のために使用することが合意される。

- (1) かんがい、排水、開拓及びこれらに関連する事業
- (2) 森林、畜産及び畜産品、港及び貯蔵の施設、国内用肥料並

- (8) 合衆国の農産物の販売の促進及び市場の調査のため並びにこの問題に關係する合衆国及び日本国の公務員及び事業家の交換訪問のため

(4) アメリカ合衆国と日本国との間の國際教育交換活動に関する経費の支弁のため

(5) 日本国における合衆国の債務の支払のため

3 協定第四条(2)に定める日本円による他の国のためにの物品及び役務のアメリカ合衆国政府による又は同政府の指示による調達及び輸出を容易にするため、日本国政府は、要請があつたときは、必要な輸出許可を与えるものとする。

国政府は、隨時又は要請があつたときは、日本国政府に通報すべきことが合意される。この資金を同条1の(1)から(5)までの順序による次の目的のために使用することがアメリカ合衆国政府の現在の意向である。

(1) 主として、日本国における合衆国の軍人軍属の家族宿舎の建設のため

(2) 国際協力庁が他の友好国そのための物品の購入及び役務の調達の資金に充てるため。この場合においては、合衆国の資金に基かない日本国への輸出に対する影響を避けるような方法でこの資金を運用するため、あらゆる努力が払われるものとする。

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、日本語の訳文が次のとおりである昭和三十一年二月十日付の閣下の書簡に言及する光榮を有します。

本使は、本日署名された農産物に関するアメリカ合衆国と日本国との間の協定に關し、両国政府が次の了解に達したことを探べたいと思います。

- 1 協定第一条の規定に基き、及び第三条にいう「通常の市場取引」に基いて日本国が行う合衆国の農産物の購入は、世界市場における競争価格で行われるべきものと了解される。
- 2 協定第四条¹に定める円資金の使用について、アメリカ合衆

Translation

TOKYO, February 10, 1956

MR. AMBASSADOR,

I have the honor to refer to Your Excellency's note of February 10, 1956 which reads in the Japanese translation thereof as follows.

[For the English language text of the note, see *ante*, p. 972.]

I am pleased to confirm, on behalf of the Government of Japan, that the contents of Your Excellency's note under reference meets with the approval of my Government.

I avail myself of this opportunity to renew to Your Excellency, Mr Ambassador, the assurance of my highest consideration.

MAMORU SHIGEMITSU
Minister for Foreign Affairs
of Japan

His Excellency

JOHN M. ALLISON

*Ambassador Extraordinary and Plenipotentiary
of the United States of America
to Japan*

JAPAN

Agricultural Commodities: School Children's Welfare Programs

*Agreement effected by exchange of notes
Signed at Tokyo February 10, 1956;
Entered into force February 10, 1956.*

Post, p. 987.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Tokyo, February 10, 1956

No. 1252

EXCELLENCY:

With reference to the Agreement on Agricultural Commodities between the United States of America and Japan signed today, I have the honor to inform Your Excellency that it is the intention of the Government of the United States of America to make certain grants to the Government of Japan of agricultural commodities pursuant to transfer authorizations to be issued during the United States fiscal years 1956 and 1957 to expand school children's welfare programs of Japan, under Title II of the Agricultural Trade Development and Assistance Act of 1954, as amended of the United States of America. It is the understanding of my Government that such grants will be carried out in accordance with mutually acceptable arrangements between our two Governments.

TIAS 3580.
Ante, p. 949.

68 Stat. 457.
7 U.S.C. §§ 1721-
1724.

I have further the honor to request Your Excellency to be good enough to confirm the above on behalf of the Government of Japan.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,

Minister for Foreign Affairs,

Ministry of Foreign Affairs,

Tokyo.

昭和三十一年二月十日

日本国外務大臣

東光義

日本国駐在アメリカ合衆国特命全権大使

ジョン・M・アリソン 閣下

TIAS 3581

ることができます。兩政府間の取極に従つて行われるものと了解いたします。

本使は、さらに、閣下が、前記のことと日本国政府に代つて確認されることを要請する光榮を有します。

本大臣は、さらに、日本国政府が前記の贈与を受け入れる用意を有すること及び同政府も前記の贈与が相互に受諾することができる兩政府間の取極に従つて行われるものと了解することを申し述べる光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、昭和三十一年二月十日付の閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、本日署名された農産物に関するアメリカ合衆国と日本国との間の協定に關し、アメリカ合衆国政府が、日本国の学校児童の福祉計画を拡大するため、アメリカ合衆国の改正後の千九百五十四年の農産物貿易の促進及び援助に關する法律第二章の規定に基き、千九百五十六年及び千九百五十七年のアメリカ合衆国のお會計年度において与えられる譲渡許可に従つて若干の農産物の贈与を日本国政府に対して行う意向であることを閣下に通報する光榮を有します。アメリカ合衆国政府は、その贈与が相互に受諾す

Translation

TOKYO, February 10, 1956

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of February 10, 1956, which reads as follows:

[For the English language text of the note, see *ante*, p. 981.]

I have further the honor to state that my Government will be prepared to accept the grants referred to above and that it is also the understanding of my Government that the grants will be carried out in accordance with mutually acceptable arrangements between our two Governments.

I avail myself of this opportunity to renew to Your Excellency, Mr Ambassador, the assurance of my highest consideration.

MAMORU SHIGEMITSU
Minister for Foreign Affairs
of Japan

His Excellency

JOHN M. ALLISON

*Ambassador Extraordinary and Plenipotentiary
of the United States of America
to Japan*

JAPAN

Agricultural Commodities: School Lunch Program

Arrangement effected by exchange of notes

Signed at Tokyo February 10, 1956;

Entered into force May 29, 1956.

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

Tokyo, February 10, 1956

No. 1255

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments concerning grants of agricultural commodities to be made by the Government of the United States of America in accordance with Article III of the Agreement on Agricultural Commodities between the United States of America and Japan signed at Tokyo on May 31, 1955 as amended by the Protocol signed on February 10, 1956 (hereinafter referred to as "the Agreement"), and the Exchange of Notes dated February 10, 1956 (hereinafter referred to as "the Exchange of Notes") and to confirm the following Arrangements which have been agreed upon as the result of these conversations:

(1) Under Article III of the Agreement, the Government of the United States of America, to the extent available in Commodity Credit Corporation stocks, will undertake to supply for the first year's program without charge to the Japanese Government f. o. b. United States port to the Government of Japan or its authorized agents nonfat dried milk and wheat as a contribution to the School Lunch Program. Such commodities will have a value not in excess of \$15.0 million in terms of Commodity Credit Corporation costs. The approximate quantities of such commodities for the first year's program are as follows:

TIAS 3284.
6 UST 2119.
TIAS 3579, 3581.
Ante, pp. 943, 981.

Wheat	M. T.	100, 000
Nonfat		
Dried Milk	M. T.	7, 500

The first year's program will commence on the date of the entry into force of these Arrangements.

The above grants and those described in the following paragraph (3) will be governed by Title II of the Agricultural Trade Development and Assistance Act of 1954, as amended (hereinafter referred to as "P. L. 480"), and other applicable Legislation of the United States of America.

(2) The Government of Japan will use the above grants in order to achieve an expanded School Lunch Program as described in the attached Annex, which is hereby incorporated as a part of this Note, and in particular will arrange for all administrative and operating costs entailed in the implementation of such program.

(3) With regard to the Exchange of Notes, it is the intention of the two Governments that the Government of the United States of America would continue to make grants of wheat and nonfat dried milk on a diminishing scale for the second, third and fourth years of the program and would make no grant for the fifth year, and that the Government of Japan would arrange for maintaining school lunch programs at a level not lower than that described in the Annex during the program period of four years starting from the date of the entry into force of these Arrangements. This intention is of course contingent upon the continued availability of agricultural commodities under Title II of P. L. 480, upon Diet approval of the funds needed by the Government of Japan as well as the availability of other necessary financial means and upon mutually satisfactory operation of the first year's program.

It is understood that the School Lunch Law (Law 160 of 1954) of Japan has as its purpose the expansion and improvement of School Lunch Program and that it is therefore the established policy of the Japanese Government to make continued efforts to maintain the objectives set forth in the said Law and in this Note in the absence of grants as provided herein from the United States Government after the program period of four years.

The grants by the Government of the United States of America would have an estimated value not in excess of \$11.25 million for the second year of the program, \$7.5 million for the third year, and \$3.75 million for the fourth year in terms of Commodity Credit Corporation costs. The quantities of such commodities

68 Stat. 457.
7 U.S.C. §§ 1721-
1724.

are to be specified in the Transfer Authorizations. It is understood, however, that since P. L. 480 stipulates that no program of assistance shall be undertaken under Title II thereof after June 30, 1957, the grants by the Government of the United States can be effected only by the issuance of all Transfer Authorizations on or before June 30, 1957.

(4) The Government of Japan will inform quarterly the Government of the United States of America as to the utilization of the grants made by the latter Government.

(5) In order to assure effective utilization of the grants to be made by the Government of the United States of America, the two Governments agree to consult periodically and to participate jointly in field visits to be arranged by the Government of Japan for the observation of progress of the program. The two Governments further agree to carry out informational programs on a mutually satisfactory basis whereby the public may be kept advised of such developments as the shipment, distribution and utilization of commodities granted.

(6) The two Governments agree that the commodity grants described herein will be implemented in accordance with Transfer Authorizations to be issued by the Government of the United States of America and accepted by the Government of Japan, containing specific terms and conditions of transfer. Certificates of inspection, issued by the United States Department of Agriculture, shall be final as to grade or quality.

(7) The two Governments shall, upon request of either of them, consult regarding any matter relating to the operations carried out pursuant to these Arrangements.

(8) These Arrangements shall enter into force on the date of the receipt [1] by the Government of the United States of a note from the Government of Japan stating that the implementation of the arrangements can be initiated on the part of the Government of Japan.

I have further the honor to request Your Excellency to be good enough to confirm the above arrangements on behalf of your Government.

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,
Minister for Foreign Affairs,
Ministry of Foreign Affairs.

¹ May 29, 1956.

ANNEX
SCHOOL LUNCH PROGRAM

1. Quality, Description and Grade of the wheat and nonfat dried milk to be granted by the Government of the United States of America for the School Lunch Program in Japan shall be as specified in the Transfer Authorizations.

2. The magnitude and character of the School Lunch Program to be maintained by the Government of Japan shall be as follows:

(a) Quantity of Commodities for the School Lunch Program for the first year:

Wheat 185,000 tons	$\begin{cases} 100,000 \text{ tons under} \\ \text{Title II, P. L. 480} \\ 85,000 \text{ tons to be} \\ \text{otherwise imported} \end{cases}$ $\begin{cases} 7,500 \text{ tons under} \\ \text{Title II, P. L. 480} \\ 10,000 \text{ tons to be} \\ \text{otherwise imported} \\ 2,000 \text{ tons produced} \\ \text{domestically} \end{cases}$
Milk 19,500 tons	

(b) Distribution Program¹

	Elementary Schools	Lower Sec. Schools	Nurseries	Total
Wheat				
Number of Children	6,383,000	500,000	570,000	7,453,000
Standard Amount Per Child Per Lunch	100 grams	130 grams	15 grams	—
Number of Days	194 ²	194	300	—
Total Amount to be distributed	—	—	—	138,750 tons (185,000 tons) ³
Milk				
Number of Children	6,383,000	500,000	570,000	7,453,000
Standard Amount Per Child Per Lunch	22 grams	25 grams	22 grams	—
Number of Days	112 ⁴	112	200	—
Total Amount to be distributed	—	—	—	19,500 tons

¹ Figures in this table show the estimated distribution program within the tonnage of wheat and milk to be distributed pursuant to para. 2 (a) of this Annex.

² Since some schools provide lunch only three or four days a week, the number of days was calculated as 90% of 215 days, the standard number of days for the school lunch program.

³ Includes loss in weight.

⁴ The number of days was calculated as 60% of 215 days.

[The above footnotes are in the original.]

- (c) The School Lunch Program as outlined above shall be carried out in accordance with the provisions of the School Lunch Law and the Japan School Lunch Association Law.
3. (a) A representative designated by the Government of Japan (hereinafter referred to as "the Japanese representative") may be present at the time of receipt of the commodities at the point of delivery. The Japanese representative shall receive two copies of each U. S. Department of Agriculture inspection certificate for the commodities being delivered. The Japanese representative may check the certification to assure conformity with the Transfer Authorization specifications. The United States Government will be responsible for the delivery of the commodities as specified in the applicable Transfer Authorization and will certify to the Japanese representative that specific lots loaded on board vessels for shipment to Japan are in fact the same lots covered by the applicable inspection certificate.
- (b) The Commodity Credit Corporation shall provide the Japanese Government or its designated agent with the inspection certificates on quality of the commodities delivered, issued by the United States Department of Agriculture. These inspection certificates shall accompany the original bills of lading.
- (c) Shipment from the United States port is to be made as promptly as practicable.
- (d) The quantities of the commodities to be granted by the United States Government shall be based on the ocean bills of lading.

くものとする。

本大臣は、さらに、前記の取極を日本国政府に代つて確認する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて敬意を表します。

昭和三十一年二月十日

日本国外務大臣



日本國駐在アメリカ合衆国特命全權大使

ジョン・M・アリソン 閣下

- (d) きる。合衆国政府は、当該譲渡許可に掲げられた農産物の引渡について責任を負うものとし、日本国への積出のために船に積み込まれた個々の荷口が当該検査証明書に示された荷口と実際に同一であることを日本側立会人に証明するものとする。
- (e) 商品金融会社は、合衆国農務省が発給する引き渡された農産物の品質に関する検査証明書を日本国政府又は同政府の委託を受けた機関に交付する。それらの検査証明書は、船荷証券の原本に添附されるものとする。
- (f) アメリカ合衆国港からの積出は、できる限りすみやかに行われるものとする。
- 合衆国政府が贈与を行う農産物の数量は、船荷証券の数字に基

九十九パーセントとして計算した。

3 歩留りを含む。

4 給食日数は、二一五日の六十九パーセントとして計算した。

(c)

前記の学校給食計画は、学校給食法及び日本学校給食会法の規定に従つて実施されるものとする。

3
(a)

日本国政府が指定する立会人（以下「日本側立会人」という。）は、農産物を受領する時に引渡場所に立ち会うことができるものとする。日本側立会人は、引き渡された農産物に関する合衆国農務省の検査証明書の写を二部受領する。日本側立会人は、その証明が譲渡許可の記載事項に合致していることを確認することがで

脱脂粉乳

小学校 中学校 保育所 計

給食児童数 六三八三〇〇〇人 五〇〇,〇〇〇人 五七〇,〇〇〇人 七四五三〇〇〇人

一人一食当り 基準給食量
一一一グラム 二五グラム 二三グラム

給食日数 一二二日（注4） 一二二日 一二〇〇日

配給計画総量
一
一
一
一九五〇〇トン

(注) 1 この表の数字は、この附属書2(2)に掲げる小麦及び

粉乳の配給計画トン数に基く給食計画の見積りを示す。

2 一週三日又は四日しか給食を実施していない学校があるため、給食日数は、学校給食基準日数一一五日の

							七五〇〇トン……公法第四八〇号第二章に基く分
粉乳	一九五〇〇トン						一〇,〇〇〇トン……その他の方による輸入分
							二〇〇〇トン……国内産分
(b) 給食計画 (注1)							
小麦							
小学校 中学校 保育所 計							
給食児童数 六三八三、〇〇〇人	五百、〇〇〇人	五七、〇〇〇人	七四五三、〇〇〇人				
一人一食当り 基準給食量	一〇〇グラム	一三〇グラム	一五グラム				
給食日数	一九四日 (注2)	一九四日	三〇〇日				
配給計画総量	一	一	一	一	一	一	一三八、七五〇トン (一八五、〇〇〇トン) (注3)

附属書

学校給食計画

1

アメリカ合衆国政府が日本の学校給食計画のために贈与を行う小麦及び脱脂粉乳の品質、銘柄及び等級は、譲渡許可に掲げるとおりとする。

2

日本国政府が維持する学校給食計画の規模及び性格は、次のとおりとする。

(6) 学校給食計画のための農産物の数量

第一年度

小麦 一八五〇〇〇トン

一〇〇,〇〇〇トン……公法第四八〇号第一章に基く分

八五〇〇〇トン……その他の方法による輸入分

務省が発給する検査証明書は、等級及び品質について最終的なものとする。

(7) 両政府は、いづれか一方の政府の要請があつたときは、この取極に従つて行われる活動に関するいかなる事項についても協議するものとする。

(8) この取極は、日本国政府がこの取極の実施を開始することができることを通知する同政府の公文を、アメリカ合衆国政府が受領した日に効力を生ずる。

本使は、さらに、閣下が前記の取極を日本国政府に代つて確認されることを閣下に要請する光榮を有します。

(4) 日本国政府は、アメリカ合衆国政府が贈与を行つた農産物の利用について、四半期ごとにアメリカ合衆国政府に通報する。

(5) 両政府は、アメリカ合衆国政府が行う贈与の農産物の効果的な利用を確保するため、定期的に協議し、また、日本国政府が計画の進ちょく状況の観察のためにあつせんする現場視察に共同して参加することに同意する。両政府は、さらに、贈与が行われた農産物の積出、配給、利用等の諸状況について公衆に周知させる広報計画で双方が満足するものを実施することに同意する。

(6) 両政府は、この取極に掲げる農産物の贈与が、アメリカ合衆国政府が与え、かつ、日本国政府が受諾する譲渡許可で譲渡に関する特定の条件を含むものに従つて実施されることに同意する。合衆国農

い場合に同法及びこの書簡に掲げる目的を維持するため引き続き努力することであるものと了解される。

アメリカ合衆国政府による贈与の見積額は、商品金融会社建値で、第二年度、第三年度及び第四年度において、それぞれ千百二十五万ドル、七百五十万ドル及び三百七十五万ドルをこえないものとする。それらの農産物の概略の数量は、譲渡許可に掲げられるものとする。もつとも、公法第四百八十号は、同法第二章に基くいかなる援助計画も、千九百五十七年六月三十日の後は行つてはならないことを規定しているので、アメリカ合衆国政府による贈与は、千九百五十七年六月三十日以前にすべての譲渡許可を与えることによつてのみ実施されうることが了解される。

継続して行い、第五年度においては贈与を行わないこと、及び日本国政府がこの取扱の効力発生の日から四年間附属書に掲げる水準を下回らない水準において学校給食計画を維持するための措置を執ることである。もちろん、この意向は、公法第四百八十号第二章に基く農産物が引き続き供給されうること並びに日本国政府が必要とする資金について国会が承認すること及び他の必要な資金措置が可能であること並びに第一年度の計画が双方にとつて満足に実施されることを前提とする。日本国の学校給食法（昭和二十九年法律第百六十号）は学校給食計画の普及及び充実を目的としており、したがつて、日本国政府の確立された政策は、前記の四年間の計画の後において、この取扱に定めるようなアメリカ合衆国政府による贈与が行われな

る。

(2) 前記の贈与及び(8)に掲げる贈与は、アメリカ合衆国の改正後の千九百五十四年の農産物貿易の促進及び援助に関する法律（以下「公法第四八〇号」という。）その他の関係法令に従つて行われるものとする。

(8) 日本国政府は、前記の贈与をこの書簡の一部をなす附属書に掲げ
る拡大された学校給食計画の達成のために使用するものとし、特に
同計画の実施に伴うすべての事務及び運営の費用が負担されること
を取り計らうものとする。

交換公文に関する両政府の意向は、アメリカ合衆国政府が第二、
第三及び第四年度の計画のため小麦及び脱脂粉乳の贈与を漸減的に

(1)

アメリカ合衆国政府は、協定第三条に基き、商品金融会社（コモディティ・クレディット・コーポレーション）の在庫品から供給することができる限度において、第一年度の計画のため、脱脂粉乳及び小麦を、合衆国港本船渡しにより日本国政府に負担を掛けることなく、学校給食計画に対する寄贈として日本国政府又は同政府の委託を受けた機関に供与することを約束する。それらの農産物の額は、商品金融会社建値で千五百万合衆国ドルをこえないものとし、その概略の数量は次のとおりである。

小麦

一〇〇、〇〇〇メートル・トン

脱脂粉乳

七、五〇〇メートル・トン

第一年度の計画は、この取締の効力発生の日から始まるものとす

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、昭和三十一年二月十日付の閣下の次の書簡及び同書簡に添附された附屬書を受領したことを確認する光榮を有します。

本使は、千九百五十五年五月三十一日に東京で署名された農産物に関するアメリカ合衆国と日本国との間の協定（千九百五十六年二月十日に署名された議定書による改正を含み、以下「協定」という。）第三条及び千九百五十六年二月十日付の交換公文（以下「交換公文」という。）に従つてアメリカ合衆国政府が行う農産物の贈与に関する両国政府の代表者の間で最近行われた会談に言及し、かつ、その会談の結果合意された次の取極を確認する光榮を有します。

Translation

TOKYO, February 10, 1956

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of February 10, 1956, and the Annex attached thereto which read as follows:

[For the English language text of the note, see *ante*, p. 987.]

I have further the honor to confirm the above Arrangements on behalf of the Government of Japan.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my highest consideration.

MAMORU SHIGEMITSU
Minister for Foreign Affairs
of Japan

His Excellency

JOHN M. ALLISON

*Ambassador Extraordinary and Plenipotentiary
of the United States of America
to Japan*

CHILE

Surplus Agricultural Commodities

*Agreement signed at Santiago March 13, 1956;
Entered into force June 2, 1956.*

Post, p. 2897.

CONVENIO SOBRE EXCEDENTES DE PRODUCTOS AGROPECUARIOS ENTRE LOS ESTADOS UNIDOS DE AMERICA Y CHILE, EN CONFORMIDAD CON EL TITULO I DE LA LEY DE ASISTENCIA Y FOMENTO DEL COMERCIO AGRICOLA.—

Los Gobiernos de Chile y de los Estados Unidos de América:

Reconociendo la conveniencia de incrementar el comercio de los productos agropecuarios entre ambos países y con otras naciones amigas, sin que ello signifique desplazar a los Estados Unidos del suministro de tales productos a sus mercados habituales o que se alteren indebidamente los precios mundiales de los productos agropecuarios;

Considerando que la compra en pesos de los excedentes agropecuarios producidos en los Estados Unidos contribuirá a lograr dicho incremento del comercio;

Considerando que los pesos que produzcan tales compras serán utilizados en forma beneficiosa para ambos países;

Deseando concretar el entendimiento que inspira la venta de excedentes agropecuarios a Chile por el Gobierno de los Estados Unidos de América en conformidad con el Título I de la Ley de Asistencia y Fomento del Comercio Agrícola de 1954 y las medidas que los dos Gobiernos adoptarán, individual y conjuntamente, para estimular el incremento del comercio de tales productos;

Han acordado lo siguiente:

ARTICULO I

Venta en moneda nacional

1. El Gobierno de los Estados Unidos de América se compromete a financiar, al o antes del 30 de junio de 1956, la venta en pesos chilenos, a compradores autorizados por el Gobierno de Chile, de ciertos productos agropecuarios definidos como excedentes

de acuerdo con lo dispuesto en el Título I de la Ley de Asistencia y Fomento del Comercio Agrícola de 1954, a condición de que se emitan las autorizaciones de compra a que se refiere el párrafo 2 de este Artículo y que se especifican en el párrafo 3 del mismo.

2. El Gobierno de los Estados Unidos otorgará, conforme a los términos de este Convenio, autorizaciones de compra que quedarán subordinadas a la aceptación del Gobierno de Chile, y que incluirán cláusulas relativas a la venta, transferencia y entrega de los productos, al plazo y modalidades del depósito de los pesos producidos por dichas ventas y a otras materias pertinentes.

3. El Gobierno de los Estados Unidos se compromete a financiar la venta a Chile de los siguientes productos, en los valores que se indican, durante el año fiscal de los Estados Unidos de 1956, conforme a los términos del Título I de la Ley Pública 480 de los Estados Unidos, del 83 avo. Congreso:

<u>Producto</u>	<u>Valor del mercado</u> (miles de dólares)	<u>Cantidad</u> <u>aproximada</u>
Trigo	6.220	100.000 T. M.
Aceites comestibles	12.500	36.000 T. M.
Grasas comestibles	620	2.500 T. M.
Manteca de cerdo	470	1.500 T. M.
Leche desecada	980	4.500 T. M.
Semilla forrajera	2.500	2.500 T. M.
Algodón	5.260	30.000 Fardos
Tabaco	250	100.000 Libras
Carne congelada	3.700	6.000 T. M.
Flete Marítimo (estimativo)	2.100	
Total	34.600	

ARTICULO II

Empleo de los pesos

1. Los dos Gobiernos acuerdan que los pesos que se produzcan en favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas efectuadas en conformidad con este Convenio, serán utilizados por el Gobierno de los Estados Unidos de América para las siguientes finalidades, en las cantidades que se indican:

- a) Para el desarrollo de nuevos mercados de los productos agrícolas de los Estados Unidos, de acuerdo con la Sección 104 (a); adquirir equipo militar, materiales, facilidades y servicios para la defensa común, de acuerdo con la Sección 104 (c); cancelar obligaciones de los Estados Unidos en Chile, de acuerdo con la Sección 104 (f) y financiar actividades relacionadas con el intercambio educacional

internacional, de acuerdo con la Sección 104 (h) del Título I, la cantidad en pesos equivalentes a US\$ 6.920.000.

- b) Para préstamos al Gobierno de Chile destinados a promover el desarrollo económico de Chile, de acuerdo con la Sección 104 (g) del Título I, la cantidad en pesos equivalente a US\$ 27.680.000 condicionada a acuerdos complementarios entre ambos Gobiernos. De acuerdo con el artículo 44, inciso 2º, de la Constitución Política de la República de Chile, dichos acuerdos complementarios estarán subordinados a la correspondiente aprobación legislativa. En la eventualidad de que los pesos destinados a préstamos en favor del Gobierno de Chile no sean utilizados como consecuencia de la imposibilidad de llegar a un acuerdo entre ambos Gobiernos para su empleo en forma de préstamo, o para cualquier otro empleo, dentro del plazo de tres años, el Gobierno de los Estados Unidos podrá utilizar los pesos para cualquier otro propósito autorizado en la Sección 104 de la mencionada Ley.
2. Los pesos que se produzcan en favor de los Estados Unidos como consecuencia de este Convenio, serán utilizados por el Gobierno de los Estados Unidos para las finalidades establecidas en el párrafo I de este Artículo, en la forma y orden de prioridad que el Gobierno de los Estados Unidos determine.

ARTICULO III

Depósito de los pesos

Los pesos que deben depositarse en la cuenta de los Estados Unidos serán los que correspondan al precio de venta en dólares de los productos, incluso la parte de fletes y gastos de manipulación reintegrada o financiada por los Estados Unidos, convertido al tipo de cambio generalmente aplicable a las transacciones de importación (excluidas las importaciones que gocen de un tipo de cambio preferencial) en la fecha especificada en la autorización de compra, pero sin incluir el costo extra de cualquier flete marítimo que resulte del hecho de que los Estados Unidos exijan que los productos sean transportados en barcos de bandera de los Estados Unidos.

ARTICULO IV

Préstamos

1. Los préstamos, de conformidad a la letra (b) del párrafo I del Artículo II antes mencionado, se establecerán en dólares y

serán facilitados mediante transferencias de la cuenta del Gobierno de los Estados Unidos a la cuenta del Gobierno de Chile de pesos equivalentes a la suma fijada en dólares para tal préstamo, multiplicada por el promedio ponderado de los tipos de cambio a que fueron depositados los pesos en conformidad con el Artículo III.

2. Estos préstamos serán cancelados en dólares o pesos y/o por entrega de materiales estratégicos cotizados a los precios del mercado en el momento de la entrega, en las condiciones que se establezcan mediante acuerdos suplementarios entre ambos Gobiernos. Estas cancelaciones serán en total equivalentes al valor original en dólares de los préstamos concedidos en conformidad con la letra (b) del párrafo 1 del Artículo II, más sus intereses, y serán efectuadas en la siguiente forma:

- a) El interés será cancelado semestralmente y comenzará a ser exigible a los 3 años de la fecha en que sea facilitada la primera cuota del préstamo.
- b) El capital será cancelado semestralmente entendiéndose que la primera amortización será exigible y pagadera a los 4 años de la fecha en que sea facilitada la primera cuota correspondiente al préstamo, de acuerdo con el siguiente procedimiento: las primeras 8 amortizaciones serán por la cantidad de US\$ 210.000 cada una y, en lo sucesivo, mediante pagos semestrales que cubrirán el préstamo dentro del plazo de 30 años, a contar del final del mes en que sea facilitada la primera cuota en conformidad con el Acuerdo de préstamo.

ARTICULO V

Obligaciones generales

1. El Gobierno de Chile conviene en adoptar todas las medidas posibles a fin de evitar la reventa o reembarque a otros países, o un empleo diferente a su uso en el propio país (salvo cuando tales reventas, reembarques o empleos hayan sido aprobados específicamente por el Gobierno de los Estados Unidos), de los excedentes agropecuarios adquiridos en conformidad con las disposiciones del Título I de la Ley para la Asistencia y Fomento del Comercio Agrícola de 1954, y asegurar que la importación de tales excedentes no origine un aumento de la disponibilidad de los mismos o similares productos para naciones no amigas de los Estados Unidos.

2. Los dos Gobiernos convienen en adoptar precauciones razonables para asegurar que la venta de los excedentes agropecuarios, en conformidad con el Título I de la Ley para la Asistencia y el Fomento del Comercio Agrícola de 1954, no alterará indebi-

damente los precios mundiales de los productos agrícolas, no desplazará el suministro de estos productos por los Estados Unidos a sus mercados habituales, ni interferirá las relaciones comerciales entre los países del mundo libre.

3. En la aplicación de este Convenio, ambos Gobiernos procurarán asegurar condiciones mercatiles que permitan el funcionamiento efectivo del Comercio Privado y harán el mejor uso de sus atribuciones para desarrollar y estimular una demanda continua de productos agrícolas en el mercado.

4. El Gobierno de Chile conviene en proporcionar, cuando el Gobierno de los Estados Unidos lo requiera, informaciones respecto al desarrollo del programa, en particular con relación a la recepción y condiciones de los productos, las medidas adoptadas para el mantenimiento para el mantenimiento de los mercados habituales y los datos relativos a exportaciones de los mismos y similares productos.

ARTICULO VI

Procedimiento de Consulta

Los dos Gobiernos se consultarán, a petición de cualquiera de las Partes, con respecto a cualquier asunto relacionado con la aplicación de este Convenio o con las operaciones que se lleven a efecto en conformidad con el mismo.

ARTICULO VII

Entrada en vigencia

El presente Convenio entrará en vigencia en la fecha en que el Gobierno de los Estados Unidos sea notificado por el Gobierno de Chile de que Chile ha aprobado el Convenio, de conformidad con sus disposiciones constitucionales.

En testimonio de lo cual y debidamente autorizados para este efecto, los Representantes respectivos han procedido a firmar el presente Convenio.

Hecho en Santiago, en duplicado, en los idiomas español e inglés, a trece días del mes de marzo de 1956.

POR EL GOBIERNO DE LA REPUBLICA DE CHILE

[SEAL]

ENRIQUE O BARBOSA

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

[SEAL]

WILLARD L. BEAULAC

Ante, p. 579.

**SURPLUS AGRICULTURAL COMMODITIES AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
CHILE UNDER TITLE I OF THE AGRICULTURAL TRADE
DEVELOPMENT AND ASSISTANCE ACT**

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

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

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

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

Desiring to set forth the understanding governing the sale of surplus agricultural commodities to Chile by the Government of the United States of America pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities:

Have agreed as follows:

ARTICLE I

SALE FOR LOCAL CURRENCY

1. Subject to the execution of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for pesos of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 and specified in paragraph 3 of this Article to purchasers authorized by the Government of Chile.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale, transfer, and delivery of comodi-

68 Stat. 455.
7 U.S.C. §§ 1701-
1709.

ties, the time and circumstances of deposit of pesos accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Chile.

3. The United States Government undertakes to finance the sale to Chile of the following commodities, in value as indicated, during the United States fiscal year 1956; under the terms of Title I of United States Public Law 480, 83rd Congress:

<u>Commodity</u>	<u>Market Value (Thousands of Dollars)</u>	<u>Approximate Quantity</u>
Wheat	6, 220	100, 000 M. T.
Edible oil	12, 500	36, 000 M. T.
Edible tallow	620	2, 500 M. T.
Lard	470	1, 500 M. T.
Nonfat dry milk solids	980	4, 500 M. T.
Forage seed	2, 500	2, 500 M. T.
Cotton	5, 260	30, 000 Bales
Tobacco	250	100, 000 Lbs.
Frozen beef	3, 700	6, 000 M. T.
Ocean transportation (est.)	2, 100	
TOTAL	34, 600	

ARTICLE II

USES OF PESOS

1. The two Governments agree that the pesos accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America for the following purposes in the amounts shown:

- (a) To develop new markets for United States agricultural commodities under section 104 (a), to procure military equipment, materials, facilities and services for the common defense under section 104 (c), to pay United States obligations in Chile under section 104 (f), and for financing international educational exchange activities under section 104 (h) of Title I, peso equivalent of \$6,920,000.
- (b) For loans to the Government of Chile to promote the economic development of Chile under section 104 (g) of Title I, peso equivalent of \$27,680,000 subject to supplemental agreement between the two Governments. In accordance with Article 44, sub-paragraph 2, of the Chilean Constitution, such supplemental agreement shall be subject to legislative approval. In the event that pesos set aside for loans to the Government of Chile are not advanced as a result

of failure of the two Governments to reach agreement within three years on uses of the pesos for loan purposes or for any other purposes, the Government of the United States may use the pesos for any other purpose authorized by section 104 of the Act.

2. The pesos accruing to the United States under this Agreement shall be expended by the United States Government for the purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine.

ARTICLE III

DEPOSIT OF PESOS

The pesos to be deposited to United States account will be the dollar sales value of the commodity including that portion of freight and handling reimbursed or financed by the United States, converted into pesos at the exchange rate most generally applicable to import transactions (excluding imports granted a preferential rate) on the date specified in the purchase authorization, but not including the extra cost of any ocean freight resulting from a United States requirement that the commodity be carried on United States flag vessels.

ARTICLE IV

LOANS

1. The loans under (b) of paragraph 1 of Article II above shall be denominated in dollars and be disbursed by transferring from the account of the United States Government to the Government of Chile, pesos equivalent to dollar denominated amount of such loan times the weighted average of the rates of exchange at which the pesos were deposited pursuant to Article III.

2. These loans shall be repaid in dollars or pesos and/or by delivery of strategic materials valued at market prices at the time of delivery under terms to be established by supplemental agreements between the two Governments. Such repayments shall be in a total amount equal to the original dollar value of loans extended under (b) of paragraph 1 of Article II, plus interest and shall be made as follows:

- (a) Interest will be payable semiannually and shall begin to accrue three years from the date of the first disbursement under the loan;
- (b) Principal will be repayable semiannually with the first repayment becoming due and payable four years after

the date of the first disbursement under the loan and shall be made as follows: the first eight installments will be in the amount of \$210,000 each and thereafter semi-annual payments which will retire the loan within 30 years from the end of the month in which the first disbursement is made under the loan agreement.

ARTICLE V

GENERAL UNDERTAKINGS

1. The Government of Chile agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes, (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of Title I of the Agricultural Trade Development and Assistance Act of 1954, and to assure that the importation of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that the sale of surplus agricultural commodities pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

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

4. The Government of Chile agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities, and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE VI

CONSULTATION

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

ARTICLE VII***ENTRY INTO FORCE***

This Agreement shall enter into force on the date on which the Government of the United States of America is notified [¹] by the Government of Chile that Chile has approved the Agreement in accordance with its constitutional procedures.

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

Done at Santiago in duplicate in the English and Spanish languages this thirteenth day of March, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
By WILLARD L. BEAULAC

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE
By ENRIQUE O BARBOSA

¹ June 2, 1956.

ICELAND

Passport Visas

*Agreement effected by exchange of notes
Signed at Reykjavik June 4, 1956;
Entered into force June 4, 1956.*

The American Ambassador to the Icelandic Minister for Foreign Affairs

AMERICAN EMBASSY,
Reykjavik, June 4, 1956.

No. 87

EXCELLENCY:

Pursuant to instructions from my Government, I have the honor to propose that the Government of Iceland and the Government of the United States of America enter into an agreement according to which, unless special circumstances exist, each Government will hereafter reciprocally issue visas valid for a period of forty-eight months to temporary visitors who are nationals of our respective countries, and according to which each Government will revalidate up to a total period of validity of forty-eight months temporary visitors' visas, previously issued to such nationals, which are about to expire or will have expired less than twelve months before the date of revalidation.

It is suggested that this procedure enter into effect on August 1, 1956. This agreement, it should be noted, would supersede the agreement effected by exchange of notes at Reykjavik on October 1, 1947, and December 9, 1947, but would not disturb the arrangement dated November 3 and December 21, 1925, and June 11, 19 and 21, 1926 [1] between the two Governments whereby all non-immigrant passport visa fees are waived on a reciprocal basis.

TIAS 2031.
62 Stat., pt. 3, p.
3941.

Should the Government of Iceland accept the foregoing proposal, the affirmative reply of Your Excellency shall constitute, together with this note, the agreement of the two Governments in this matter.

¹ Not printed.

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

JOHN J. MUCCIO

His Excellency

Dr. KRISTINN GUDMUNDSSON,
Minister for Foreign Affairs,
Reykjavik.

*The Icelandic Minister for Foreign Affairs to the American
 Ambassador*

UTANRÍKISRÁÐUNEYTIÐ [¹]

REYKJAVIK

No. 36.

June 4, 1956.

EXCELLENCY,

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

"Pursuant to instructions from my Government, I have the honor to propose that the Government of Iceland and the Government of the United States enter into an agreement according to which, unless special circumstances exist, each Government will hereafter reciprocally issue visas valid for a period of forty-eight months to temporary visitors who are nationals of our respective countries, and according to which each Government will revalidate up to a total period of validity of forty-eight months temporary visitors' visas, previously issued to such nationals, which are about to expire or will have expired less than twelve months before the date of revalidation.

It is suggested that this procedure enter into effect on August 1, 1956. This agreement, it should be noted, would supersede the agreement effected by exchange of notes at Reykjavik on October 1, 1947, and December 9, 1947, but would not disturb the arrangement dated November 3 and December 21, 1925, and June 11, 19 and 21, 1926, between the two Governments whereby all non-immigrant passport visa fees are waived on a reciprocal basis.

Should the Government of Iceland accept the foregoing proposal, the affirmative reply of Your Excellency shall constitute, together with this Note, the agreement of the two Governments in this matter."

¹ Ministry of Foreign Affairs.

In reply, I have the honor to confirm that the Icelandic Government agrees to this proposal and to the suggestion that Your Excellency's Note and this reply shall constitute an agreement between the two Governments.

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

KRISTINN GUDMUNDSSON

His Excellency

JOHN J. MUCCIO,

*Ambassador of the United States of America,
Reykjavik.*

JAPAN

Interchange of Patent Rights and Technical Information for Defense Purposes

*Agreement and protocol
Signed at Tokyo March 22, 1956;
Entered into force June 6, 1956.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF JAPAN TO FACILITATE INTERCHANGE OF PATENT RIGHTS AND TECHNICAL INFORMATION FOR PURPOSES OF DEFENSE

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

Having agreed in the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954, to make, upon the request of either of them, appropriate arrangements between them respecting industrial property rights and technical information;

TIAS 2957.
5 UST 661.

Desiring generally to assist in the production of equipment and materials for defense, by facilitating and expediting the interchange of patent rights and technical information under the Mutual Defense Assistance Agreement; and

Acknowledging that the rights of private owners of patent rights and technical information should be fully recognized and protected in accordance with the law applicable to such patent rights and technical information;

Have agreed as follows:

ARTICLE I

Each Government shall, whenever practicable without undue limitation of, or impediment to, defense production, facilitate the use of patent rights, and encourage the flow and use of privately-owned technical information, as defined in Article VIII, for purposes of defense,

- (a) through the medium of any existing commercial relationships between the owner of such patent rights and technical information in one country and those in the other country having the right to use such patent rights and technical information; and
- (b) in the absence of such existing relationships, through the creation of such commercial relationships by the owner and the user;

provided that, in the case of classified information, such arrangements shall not conflict with security requirements, and provided further that the terms of all such arrangements shall be subject to the applicable laws of the two countries.

ARTICLE II

When, for purposes of defense, technical information is supplied by one Government to the other for information purposes only, and such fact is so stipulated at the time of supply, the recipient Government shall treat the technical information as disclosed in confidence and use its best endeavors to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

ARTICLE III

When technical information made available, under agreed procedures, by one Government to the other for purposes of defense discloses an invention which is the subject of a patent application held in secrecy in the country of origin, similar treatment shall be accorded a corresponding patent application filed in the other country.

ARTICLE IV

- (a) Where privately-owned technical information
 - (i) has been communicated by or on behalf of the owner thereof to the Government of the country of which he is a national, and
 - (ii) is subsequently disclosed by that Government to the other Government for purposes of defense and is used or disclosed by the latter Government without the express or implied consent of the owner,

the Governments agree that, where any compensation is paid to the owner by the Government first receiving the information, such payment shall be without prejudice to any arrangements

which may be made between the two Governments regarding the assumption as between them of liability for compensation. The Technical Property Committee established under Article VI of the present Agreement will discuss and make recommendations to the Governments concerning such arrangements.

(b) When, for purposes of defense, technical information is made available by a national of one country to the Government of the other country at the latter Government's request and is subsequently used or disclosed by that Government for any purpose whether or not for defense, the recipient Government shall, at the owner's request, take such steps as may be possible under its laws to provide prompt, just, and effective compensation for such use or disclosure to the extent that the owner may be entitled thereto under such laws.

ARTICLE V

When one Government, or an entity or agency owned or controlled by such Government, owns or has the right to authorize the use of an invention or technical information and that invention or technical information is used by the other Government for purposes of defense, the using Government shall be entitled to use the invention or technical information without cost, except to the extent that there may be liability to a private owner with established interests in the invention or technical information. The two Governments shall cooperate to ensure that, prior to such use, the using Government is informed of any such established interests in the invention or technical information.

ARTICLE VI

Each Government shall designate a member (or members) to constitute a Technical Property Committee. It shall be the function of this Committee:

- (a) To consider and make recommendations to the Governments on such matters relating to the subject of the present Agreement as may be brought before it by either Government;
- (b) To make recommendations to the Governments concerning any question, brought to its attention by either Government, relating to the interchange or use of patent rights and technical information for purposes of defense;

- (c) To assist, where appropriate, in the negotiation of commercial or other agreements for the use of patent rights and technical information for purposes of defense;
- (d) To take note of pertinent commercial or other agreements for the use of patent rights and technical information for purposes of defense, and, where necessary and appropriate, to obtain the views of the two Governments on the acceptability of such agreements;
- (e) To assist, where appropriate, in the procurement of licenses and to make recommendations to the Governments, where appropriate, respecting payment of indemnities covering inventions or technical information used for purposes of defense;
- (f) To facilitate the interchange and use of patent rights and technical information in connection with technical collaboration between and among the defense services of the two Governments;
- (g) To keep under review all questions concerning the use, for purposes of defense, of all inventions or technical information which are, or hereafter come, within the provisions of Article V;
- (h) To make recommendations to the Governments, either with respect to particular cases or in general, on the means by which any differences between the principles of the two countries governing the compensation for or otherwise concerning technical information made available for purposes of defense might be adjusted.

ARTICLE VII

Upon request, each Government shall, as far as practicable, supply the other Government all necessary information and other assistance required for the purposes of:

- (a) affording the owner of an invention or technical information made available for purposes of defense the opportunity to protect and preserve any rights he may have in the invention or technical information;
- (b) assessing payments and awards arising out of the use of patent rights and technical information made available for purposes of defense.

ARTICLE VIII

(a) "Technical information" as used in the present Agreement means information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him and not available to the public.

(b) "Patent rights" means in the application of the present Agreement in Japan those rights which are granted under the Patent Law or the Utility Model Law of Japan, and in the application thereof in the United States of America those rights which are granted under the Patent Laws of the United States of America.

(c) The term "use" includes manufacture by or for a Government.

(d) Nothing in the present Agreement shall apply to patent rights, applications for patent rights and technical information in the field of atomic energy.

(e) Nothing in the present Agreement shall contravene present or future security arrangements between the Governments.

ARTICLE IX

(a) The present Agreement shall enter into force on the date of receipt [1] by the Government of the United States of America of a note from the Government of Japan stating that Japan has approved the Agreement in accordance with its legal procedures.

(b) The terms of the present Agreement may be reviewed at the request of either of the two Governments or amended by agreement between them at any time.

(c) The present Agreement shall terminate on the date when the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954, terminates or six months after the date of receipt by either Government of a written notice of the intention of the other to terminate it, whichever is earlier, but without prejudice to obligations and liabilities which have then accrued pursuant to the terms of the present Agreement.

IN WITNESS WHEREOF the representatives of the two Governments, duly authorized for the purpose, have signed the present Agreement.

¹ June 6, 1956.

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this twenty-second day of March, one thousand nine hundred fifty-six.

For the Government of the United States of America:

JOHN M. ALLISON

For the Government of Japan:

MAMORU SHIGEMITSU.

[SEAL]

[SEAL]

PROTOCOL

At the time of signing 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 (hereinafter referred to as the Agreement), the undersigned representatives, duly authorized by their respective Governments, have further agreed upon the following provisions, which shall be considered integral parts of the said Agreement:

1. Nothing in the Agreement shall be understood to exempt from taxation royalties or similar compensation paid in connection with the use of patent rights and technical information for purposes of defense.
2. Nothing in the Agreement shall be construed as requiring privileged treatment with regard to conversion of yen payments and remittances in foreign currency to be made from Japan in connection with the use of patent rights and technical information for purposes of defense.
3. Subject to the provisions of Article III of the Agreement and in order to meet to the maximum extent possible the objectives of that Article, the Government of Japan undertakes that:
 - (a) When the applicant or the successors of such applicant for an invention which is the subject of a patent application held in secrecy in the United States of America and made available to the Government of Japan by the Government of the United States of America as referred to in Article III of the Agreement, files in Japan a patent application or utility model registration application for the same invention, such patent application or utility model registration application (hereinafter referred to as Agreement Application) shall not be published by the Government of Japan until such time as the above-mentioned patent application in the United States of America ceases to be held in secrecy.
 - (b) When a patent application or utility model registration application, other than an Agreement Application, filed in Japan on a date subsequent to the date of filing of an Agreement Application would, if published, make public

the invention or utility model which is the subject of the said Agreement Application, such application shall not, until such time as provided for in subparagraph (a) above, be published by the Government of Japan, except when the invention or utility model which is the subject of such subsequent application is patentable or registrable and was made independently of the invention or utility model which is the subject of the said Agreement Application.

4. With respect to paragraph 3 of the present Protocol the Government of the United States of America undertakes:

- (a) To notify the Government of Japan, under agreed procedures, that a patent application is held in secrecy in the United States of America, such notification to be made on or before the date of filing of an Agreement Application for the invention which is the subject of such patent application held in secrecy, and to use its best endeavors to ensure that applicants for Agreement Applications attach to their applications appropriate documents identifying them as such.
- (b) To notify the Government of Japan, under agreed procedures, that a patent application held in secrecy in the United States of America is no longer so held, whenever an Agreement Application for the invention which is the subject of such patent application held in secrecy has been filed in Japan.

5. The procedure for the giving of notifications pursuant to paragraph 4 of the present Protocol and the form and content of the identifying documents to be attached to Agreement Applications, which identifying documents are referred to in paragraph 4 (a) of the present Protocol, shall be agreed upon in the Technical Property Committee as part of its functions under the Agreement.

6. The provisions on dates of filing of applications, contained in paragraph 3 (b) of the present Protocol, are subject to the provisions on priority rights in the Union Convention of Paris of March 20, 1883, [¹] for the Protection of Industrial Property, revised at Brussels December 14, 1900, at Washington June 2, 1911, at The Hague November 6, 1925, and at London June 2, 1934.

TS 411, 579, 834, 941.
32 Stat. 1936; 38
Stat. 1645; 47 Stat. 1748.
1789; 53 Stat. 1748.

IN WITNESS WHEREOF the respective representatives have signed the present Protocol.

¹ Vol. 2 Malloy, p. 1935.

DONE in duplicate, in the English and Japanese languages,
both equally authentic, at Tokyo, this twenty-second day of
March, one thousand nine hundred fifty-six.

For the Government of the United States of America:

JOHN M. ALLISON

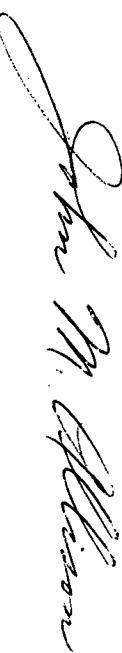
For the Government of Japan:

MAMORU SHIGEMITSU.

以上の証拠として、各代表者は、この議定書に署名した。

千九百五十六年三月二十二日に東京で、ひとしく正文である英語
及び日本語により本書二通を作成した。

アメリカ合衆国政府のために



日本国政府のために



5

前項の規定により行う通告に関する手続並びに前項(a)の規定により協定出願の願書に添附すべき証明書の様式及び内容については、技術財産委員会の協定に基く任務の一部として、同委員会において合意するものとする。

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この議定書3(b)中出願の日に関する規定は、千九百年十二月十四日にブラッセルで、千九百十一年六月二日にワシントンで、千九百二十五年十一月六日にヘーリー及び千九百三十四年六月二日にロンドンで改正された工業所有権保護に関する千八百八十三年三月二十日のパリ同盟条約の優先権に関する規定に従属するものとする。

る。

(a) アメリカ合衆国で特許出願が秘密に保持されていることを、
合意される手続に従つて、その特許出願の対象たる発明について
てされる協定出願の出願の日以前に日本国政府に通告すること
及び協定出願の出願人がその願書に協定出願たることを証明す
る適当な書面を添附することを確實にするよう最善の努力を
払うこと。

(b) アメリカ合衆国で秘密に保持されている特許出願の対象たる
発明について日本国で協定出願がされているときは、その特許
出願のアメリカ合衆国における秘密保持が終止したことを、合
意される手続に従つて、日本国政府に通告すること。

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(b)

公告しない。

協定出願以外の特許出願又は実用新案登録出願で協定出願の出願日の翌日以後に日本国でされたものが、出願公告されるこ^とにより当該協定出願の対象たる発明又は実用新案を公にするものであるときは、日本国政府は、その特許出願又は実用新案登録出願を、(a)に定める時まで、出願公告しない。ただし、そ^の特許出願又は実用新案登録出願の対象たる発明又は実用新案が、特許又は登録を受けうべきものであり、かつ、当該協定出願の対象たる発明又は実用新案と関係なくされたものである場合は、この限りでない。

アメリカ合衆国政府は、前項の規定に関し、次のことを約束す

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ら行われる外国通貨による送金に関し、特権的取扱を必要とする
ことを定めたものと解してはならない。

日本国政府は、協定第三条の規定に従い、かつ、同条の目的を
最大限度まで達成するため、次のことを約束する。

- (a) 協定第三条にいう発明、すなわち、アメリカ合衆国で秘密に
保持されている特許出願の対象であり、かつ、同国政府により
日本国政府に提供された発明についての出願人又はその出願人
の承継人が、その発明について日本国で特許出願又は実用新案
登録出願をしたときは、日本国政府は、その特許出願又は実用
新案登録出願（以下「協定出願」という。）を、アメリカ合衆
国における前記の特許出願の秘密保持が終止する時まで、出願

議定書

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（以下「協定」という。）に署名するに当つて、さらに、下名の代表者は、各の政府により正当に委任を受け、協定の不可分の一部と認められる次の規定を協定した。

- 1 協定のいかなる規定も、防衛目的のためにする特許権及び技術上の知識の使用に関連して支払われる使用料又はこれに類する補償について租税を免除することを定めたものと解してはならない。
- 2 協定のいかなる規定も、防衛目的のためにする特許権及び技術上の知識の使用に関連して行われる支払円貨の交換及び日本国か

アメリカ合衆国政府のために



日本国政府のために



いづれか一方の政府が他方の政府からこの協定を終了させる意思の書面による通告を受領した日以後六箇月を経過した日とのうちいずれか早い方の日に終了する。ただし、その終了は、その時にこの協定の条項により生じて いる義務及び責任に影響を及ぼすものではない。

以上の証拠として、両政府の代表者は、署名のため正当に委任を受け、この協定に署名した。

千九百五十六年三月二十二日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

(e) この協定のいかなる規定も、両政府間の現行の又は将来の安全保障に関する取極に優先しないものとする。

第九条

(a) この協定は、日本国がその国内法上の手続に従つてこの協定を承認したことを通知する日本国政府の公文をアメリカ合衆国政府が受領した日に、効力を生ずる。

(b) この協定の条項は、いつでも、いずれか一方の政府の要請があつたときは、再検討することができるものとし、また、両政府間の合意により改正することができる。

(c) この協定は、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が終了した日と、

びその知識について所有者と特殊な関係にある者が創案し、又はそれらの者に限り知得している知識で、一般に入手することができないものをいう。

(b)

「特許権」とは、この協定の日本国における適用については同国の特許法又は实用新案法に基き与えられた権利をいい、アメリカ合衆国における適用については同国の特許法に基き与えられた権利をいう。

(c)

「使用」という語は、政府による製造又は政府のための製造を含む。

(d)

この協定のいかなる規定も、原子力の分野における特許権、特許出願及び技術上の知識には適用されない。

第七条

各政府は、要請があつたときは、他方の政府に対し、次の目的のため必要なすべての情報の提供その他の援助を実行可能な範囲で行うものとする。

- (a) 防衛目的のため提供された発明又は技術上の知識の所有者に対し、その者がその発明又は技術上の知識に関して有することのある権利を保護し、及び保持する機会を与えること。
- (b) 防衛目的のため提供された特許権及び技術上の知識の使用から生ずる支払及び裁判の額を評価すること。

第八条

この協定において「技術上の知識」とは、その知識の所有者及

- (e) 適当な場合には、実施許諾を得ることを援助し、及び防衛目的のため使用された発明又は技術上の知識に関する補償金の支払について両政府に勧告すること。
- (f) 両政府の防衛当局間の技術上の協力に関連して特許権及び技術上の知識の交流及び使用を容易にすること。
- (g) 前条の規定に該当し、又は今後該当するすべての発明又は技術上の知識の防衛目的のための使用に関するすべての問題を常に検討すること。
- (h) 防衛目的のため提供された技術上の知識に関する補償の規制等についての両国の諸原則における相違を調整する方法に關し、個別の事例について又は一般的に両政府に勧告すること。

- (a) この協定の内容に関する事項でいずれかの政府が委員会に付託することのあるものについて審議し、及び両政府に勧告すること。
- (b) 防衛目的のためにする特許権及び技術上の知識の交流又は使用に関する問題でいずれかの政府が委員会の注意を喚起するものについて両政府に勧告すること。
- (c) 適当な場合には、防衛目的のためにする特許権及び技術上の知識の使用のための商業上その他の取極の交渉を援助すること。
- (d) 防衛目的のためにする特許権及び技術上の知識の使用のための商業上その他の適切な取極に注意を払い、また、必要かつ適当な場合には、その取極が受諾しうるものであるかどうかについての両政府の意見を求めること。

を防衛目的のため使用するときは、これらを使用する政府は、これらにつき確立された利益を有する私人に対して負うことのある責任の限度で負担するものを除くほか、費用を負担することなくその発明又は技術上の知識を使用することができる。両政府は、その使用に先だち、使用する政府がその発明又は技術上の知識についてのいかなる確立された利益に關しても通報を受けることを確實にするよう協力するものとする。

第六条

各政府は、技術財産委員会を構成する委員各一人（各二人以上とすることができる。）を指名するものとする。この委員会の任務は、次のとおりとする。

その政府に対し技術上の知識を提供し、かつ、その後その政府が防衛のためであるかどうかを問わずにいずれかの目的のためにその知識を使用し、又は漏らしたときは、その知識の提供を受けた政府は、これを使用し、又は漏らしたことについてその国内法令に基きその所有者が受けるべき限度において迅速な、正当な、かつ、有効な補償を行うため、その知識の所有者の要請により、国内法令上可能な措置を執るものとする。

第五条

一方の政府又はその政府の所有し、若しくは管理する団体若しくは機関が発明若しくは技術上の知識を所有し、又はその使用を許す権利を有しており、かつ、他方の政府がその発明又は技術上の知識

(b)

(i) その所有者により又はその者のためにその者の属する国の政
府に伝達され、かつ、

(ii)

その後その政府により防衛目的のため他方の政府に知らされ、
かつ、他方の政府によりその所有者の明示の又は默示の同意な
しに使用され、又は漏らされた場合において、

最初にその伝達を受けた政府がその所有者に補償金の支払を行つ
たときは、両政府は、その支払が両政府間における補償の責任の
分担に関して両政府間で行わることのある取極を害するもので
ないことに同意する。第六条の規定に基いて設置される技術財産
委員会は、その取極に關し討議し、及び両政府に勧告する。

防衛目的のため一方の国の国民が他方の国の政府の要請により

の他の法令上の保護を受ける権利を害するおそれのあるいかなる方法によつてもその知識が取り扱われることがないよう最善の努力を払うものとする。

第三条

一方の政府が合意される手続に従つて防衛目的のため他方の政府に提供した技術上の知識が、提供国で秘密に保持されている特許出願の対象たる発明をあらわすものであるときは、その特許出願に相当する他方の国でされた特許出願は、類似の取扱を受けるものとする。

第四条

(a) 私有の技術上の知識が、

間の現存の商業上の関係を通ずること。

(b) 前記の関係が現存しないときは、所有者及び使用者がこのよう

な商業上の関係を設定すること。

もつとも、そのような取極は、秘密の情報に関する場合には、防衛上の秘密保持の要件に反してはならず、また、これらのすべての取極の条項は、両国の関係法令に従うものとする。

第二条

防衛目的のため一方の政府が他方の政府に対し単に情報として技術上の知識を提供し、かつ、そのことが提供の時に明示されたときは、その提供を受けた政府は、その知識を内密に知らされたものとして取り扱い、かつ、その知識の所有者のその知識に対する特許そ

の よ う な 特 許 権 及 び 技 術 上 の 知 識 に 適 用 さ れ る 法 令 に 従 つ て 完 全 に
承 認 さ れ 、 か つ 、 保 護 さ れ る べ き こ と を 認 め て 、
次 の と おり 協 定 し た 。

第一 条

各 政 府 は 、 防 衛 生 産 を 不 当 に 制 限 し 、 又 は 阻 害 す る こ と な く 実 行
す る こ と が で き る とき は 、 次 の 方 法 に よ り 、 第 八 条 に 定 め る 特 許 権
の 防 衛 目 的 の た め の 使 用 を 容 易 に し 、 か つ 、 同 条 に 定 め る 技 術 上 の
知 識 で 私 有 の も の の 防 衛 目 的 の た め の 流 通 及 び 使 用 を 奨 励 す る も の
と す る 。

(a) 一 方 の 国 に お け る 前 記 の 特 許 権 及 び 技 術 上 の 知 識 の 所 有 者 と 他
方 の 国 に お け る こ れ ら の 特 許 権 及 び 技 術 上 の 知 識 の 使 用 権 者 と の

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アメリカ合衆国政府及び日本国政府は、

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との間の相互防衛援助協定において、いずれか一方の政府の要請があつたときは両政府間に工業所有権及び技術上の知識に関する適當な取極を作成することを合意しております、

相互防衛援助協定に基く特許権及び技術上の知識の交流を容易にし、かつ、促進することにより、防衛のための装備及び資材の生産を一般的に援助することを希望し、また、

私人たる特許権者及び私人たる技術上の知識の所有者の権利がそ

NICARAGUA

Parcel Post

Agreement signed at Managua March 19, 1956, and at Washington April 4, 1956;

Approved and ratified by the President of the United States of America April 18, 1956;

Entered into force July 1, 1956.

PARCEL POST AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
NICARAGUA
* * * * *
* * * * *
* * * * *
* * * * *
* * * * *

**ACUERDO PARA EL CAMBIO DE PAQUETES POSTALES
ENTRE LOS ESTADOS UNIDOS DE AMERICA
Y NICARAGUA**

Con el propósito de llegar a un convenio para la extensión del servicio de paquetes postales entre los Estados Unidos de América (incluyéndose Alaska, Hawaii, Puerto Rico, Guam, Samoa y las Islas Vírgenes de los Estados Unidos) y Nicaragua en virtud del cual debe quedar comprendido el seguro de dicha clase de envíos, los firmantes, el Director General de Correos de los Estados Unidos de América, y el Director General de Comunicaciones de Nicaragua, debidamente investidos con la autoridad necesaria, acuerdan aprobar los siguientes artículos:

ARTICULO 1

Declaración de Valor

1. Las Administraciones de los Estados Unidos de América, (incluyéndose Alaska, Hawaii, Puerto Rico, Guam, Samoa y las Islas Vírgenes de los Estados Unidos), por una parte, y de Nicaragua por otra parte, convienen en realizar el servicio de paquetes postales con valor declarado hasta el límite máximo de 500 francos oro, o su equivalencia en la moneda del país de origen, previo pago por el remitente de las tasas especiales suplementarias que cada uno de los mencionados países de origen establezca en su propia jurisdicción. Estos derechos suplementarios quedan a beneficio de la Administración de origen, a condición de abonar a la de destino los créditos que se indican en el artículo 17 del presente Acuerdo.

2. Los paquetes postales que contengan piezas de moneda, metales preciosos, joyas o demás objetos preciosos, deberán obligatoriamente expedirse con valor declarado.

3. El remitente podrá asegurar los paquetes postales facultativamente por el valor total de su contenido o por una parte de tal valor solamente.

ARTICULO 2

Indemnizaciones

1. Salvo los casos previstos en el artículo siguiente, las Administraciones responderán por la pérdida de los paquetes con valor declarado depositados en uno de los países contratantes para ser entregados en el otro

**PARCEL POST AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND NICARAGUA**

For the purpose of concluding arrangements for the extension of the parcel-post service between the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the Virgin Islands of the United States) and Nicaragua to include the insurance of parcels, the Postmaster General of the United States of America, and the Director General of Communications of Nicaragua by virtue of authority vested in them, have agreed upon the following articles:

ARTICLE 1

Insurance

1. The Administrations of the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the U. S. Virgin Islands) on the one hand and of Nicaragua on the other hand, agree to execute the service of parcels with an insured value up to the maximum of 500 gold francs or the equivalent thereof in the currency of the country of origin, upon payment by the sender of such special additional fees as each of the countries of origin mentioned may establish in its own service. Such additional fees accrue in their entirety to the Administration of origin on condition that the Administration of destination be compensated the credits which are indicated in Article 17 of the present Agreement.

2. Parcels containing coin, precious metals, jewelry, or other precious articles must be sent insured.

3. Parcels may be insured for their total value or for only part of their total value, at the option of the sender.

ARTICLE 2

Indemnity

1. Except in the cases mentioned in the article following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the

país y por la pérdida, expoliación o avería de su contenido o una parte de él.

El remitente u otra persona autorizada tendrá derecho a una indemnización que corresponda al importe efectivo de la pérdida, expoliación o avería. La indemnización se calculará de acuerdo con el valor efectivo (el precio corriente) de las mercaderías de la misma clase en el lugar y en la época en que las mismas hayan sido aceptadas para el transporte, sin que la indemnización pueda en ningún caso exceder de la cantidad en que el paquete fué asegurado y en que el derecho de seguro ha sido cobrado, o el monto máximo de 500 francos oro, o su equivalencia. A falta de precios corrientes, la indemnización se calculará de acuerdo con el valor ordinario de la mercancía evaluada sobre las mismas bases.

2. No se pagará ninguna indemnización por la avería indirecta ni por los beneficios no realizados que resulten de la pérdida, de la expoliación, de la avería, de la falta de entrega, de la entrega errónea, o de la demora de un paquete postal con valor declarado expedido de conformidad con las estipulaciones de este acuerdo.

3. En el caso de que hubiere de pagarse una indemnización por la pérdida de un paquete o por la destrucción o expoliación completa de todo su contenido, el expedidor tendrá además derecho a la devolución de las tasas postales, cuando las reclame. Sin embargo, los derechos de seguro no se devolverán en ningún caso.

4. A falta del acuerdo en contrario entre los países interesados (acuerdo que puede hacerse por correspondencia) no se pagará indemnización por la pérdida, la expoliación o la avería del paquete con valor declarado en tránsito, esto es, por el paquete con valor declarado originario de uno de los dos países contratantes y destinado a otros países que no participan en este acuerdo, o por los envíos asegurados originarios de algún otro país que no participa en este Acuerdo y destinados a uno de los dos países contratantes.

5. Cuando un paquete originario de un país y destinado al otro país se reexpida desde el país de destino primitivo a un tercer país, o se devuelva a un tercero país, a solicitud del remitente o del des-

other and for the loss, abstraction of, or damage to their contents, or a part thereof.

The sender, or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction or damage. The amount of indemnity is calculated on the basis of the actual value (current price, or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing, provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 500 gold francs or its equivalent.

2. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present agreement.

3. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not in any case returned.

4. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss, rifling, or damage of transit insured parcels; that is, parcels originating in a country not participating in this agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this agreement.

5. When an insured parcel originating in one country and destined to be delivered to the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or

tinataric, el reclamante autorizado tendrá derecho a la indemnización por cualquier pérdida, expoliación o avería que ocurra después de la reexpedición o devolución del envío por el país de su primitivo destino siempre que el país en donde ocurriera la pérdida, expoliación o avería que ocurra después de la reexpedición o devolución del envío por el país de su primitivo destino siempre que el país en donde ocurriera la pérdida, expoliación o avería deseara pagar o estuviere obligado a pagar de conformidad con algún acuerdo existente entre los países directamente interesados en la reexpedición o devolución. Cualquier país adherido a este acuerdo que indebidamente reexpida un paquete con valor declarado a un tercer país, será responsable dentro de los mismos límites que el país de origen para con el remitente, quedando sujeto a las obligaciones fijadas por el presente Acuerdo.

6. El remitente será responsable de los defectos en el embalaje y de la insuficiencia del cierre y de los precintos de los paquetes postales con valor declarado. Además, las dos Administraciones estarán exentas de toda responsabilidad en caso de pérdida, expoliación o avería que sea causada por defectos que no se notaron en la época del depósito.

ARTICLE 3

Excepciones al Principio de la Responsabilidad

Las Administraciones estarán exentas de toda responsabilidad:

(a) De los paquetes cuyos destinatarios hayan aceptado la entrega sin reservas. En caso de los paquetes dirigidos "en cargo", la responsabilidad cesará cuando ellos hayan sido entregados al destinatario mencionado en primer término y su recibo haya sido obtenido.

(b) En caso de pérdida o avería debida a un caso de fuerza mayor.

(c) Cuando no puedan dar cuenta de los paquetes postales por causa de la destrucción de los archivos debido a un caso de fuerza mayor y siempre que la prueba de su responsabilidad no pueda comprobarse en ninguna forma.

(d) Cuando el daño haya sido causado por falta o negligencia del remitente, del destinatario o del representante de uno u otro, o por venganza de la naturaleza del objeto.

(e) Cuando se trate de paquetes que contengan objetos prohibidos.

of the addressee, the party entitled to indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim in such a case, only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin; that is, within the limits of the present agreement.

6. The sender is responsible for defects in the packing and insufficiency in the closing and sealing of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

ARTICLE 3

Exceptions in the principle of responsibility

The Administrations are released from all responsibility:

(a) In case of parcels of which the addressee has accepted delivery without reservation. In the case of "in care" parcels, responsibility ceases when delivery has been made to the addressee first mentioned and his receipt has been obtained.

(b) In case of loss or damage through force majeure.

(c) When their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) En caso de que el remitente de un paquete con valor declarado, con la intención de defraudar, pretenda que el contenido valga más que su valor real; este artículo no podrá impedir cualquier procedimiento judicial previsto por la legislación del país de origen.

(g) Cuando se trate de paquetes postales confiscados por la aduana, por falsa declaración de su contenido.

(h) Cuando ninguna reclamación o petición de indemnización haya sido presentada por el interesado o su representante dentro de un año a contar desde el día siguiente al de la imposición del paquete con valor declarado.

(i) De los paquetes que contengan artículos de ningún valor intrínseco o sujetos a descomposición o que no se conforman a las estipulaciones de este acuerdo, o que no hubieren sido depositados en la forma prescrita; pero el país responsable de la pérdida, expoliación o avería, puede pagar indemnización por dichos paquetes, sin necesidad de recurrir a la otra Administración.

ARTICULO 4

Cese de la responsabilidad

Las Administraciones dejarán de ser responsables por los paquetes cuya entrega hubieren efectuado en las condiciones prescritas por sus reglamentos internos para los servicios de la misma naturaleza.

Sin embargo, la responsabilidad se mantendrá cuando el destinatario o, en caso de devolución, el remitente formule reservas al recibir un paquete expliado o averiado.

ARTICULO 5

Pago de la indemnización

La obligación de pagar una indemnización así como las tasas postales que deban restituirse, corresponderá a la Administración de la cual dependa la oficina expedidora del paquete, conservando dicha Administración el derecho de recurrir contra la Administración responsable. Sin embargo, en caso de que la indemnización haya sido pagada al destinatario de acuerdo con el segundo párrafo del párrafo 1, artículo 2, corresponderá a la Administración destinataria.

(f) In case the sender of an insured parcel, with intent to defraud, declares the contents to be above their real value, this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value, or perishable matter, or which did not conform to the stipulations of this agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

ARTICLE 4

Termination of responsibility

Administrations cease to be responsible for parcels of which they have effected delivery in accordance with their internal regulations for parcels of the same nature.

Responsibility is, however, maintained when the addressees or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

ARTICLE 5

Payment of indemnity

The obligation to pay compensation, as well as the postage charges due to be refunded, rests with the Administration to which the office of origin of the parcel is subordinate. However, in cases where the compensation is paid to the addressee in accordance with Article 2, Section 1, second paragraph, the obligation shall rest with the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

ARTICULO 6**Plazo para el pago de la indemnización**

1. El pago de la indemnización deberá efectuarse al interesado lo más pronto posible, y a más tardar en el plazo de un año a partir del día siguiente al de la reclamación.

La Administración a la cual corresponda dicho pago, podrá hacerlo excepcionalmente más allá de este plazo, cuando a la expiración de ese plazo no haya podido deslindearse la cuestión de la responsabilidad o del curso que se hubiere dado al objeto en cuestión.

2. Salvo los casos en que se haya pospuesto el pago según las disposiciones del segundo párrafo del parágrafo precedente, la Administración postal que asume el pago de la indemnización, queda autorizada para indemnizar al interesado por cuenta de la Administración que, reglamentariamente requerida, haya dejado transcurrir nueve meses sin solucionar el asunto.

ARTICULO 7**Determinación de la responsabilidad**

1. Hasta prueba en contrario, la responsabilidad corresponderá a la Administración que, habiendo recibido el paquete sin observación alguna y estando en posesión de todos los medios reglamentarios de investigación, no pueda justificar el curso dado al paquete.

2. Cuando la pérdida, la explotación o la avería de un paquete con valor declarado sea descubierta al abrirse el despacho en la oficina destinataria de cambio y haya sido señalada a la oficina de cambio expedidora, la responsabilidad corresponderá a la Administración de que dependa esta última oficina, a no ser que se compruebe que la irregularidad ha ocurrido en el servicio de la Administración destinataria.

3. Si la pérdida, explotación o avería se produce en el curso del transporte, sin que fuere posible comprobar en el territorio o servicio de qué país ocurrió el hecho, las Administraciones en causa soportarán el perjuicio por partes iguales.

4. La Administración que hubiere efectuado el pago de la indemnización querrá subrogada, hasta el importe de dicha

ARTICLE 6**Period for payment of compensation**

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly notified of the application for indemnity, has let nine months pass without settling the matter.

ARTICLE 7**Fixing of responsibility**

1. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservation and being put in possession of all the regulation means of investigation, cannot establish the disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office, and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If the loss, rifling, or damage has taken place in the course of transportation without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.

4. The Administration paying compensation takes over, to the extent of the amount paid, the rights of the person who has re-

indemnización, en los derechos de la persona que la hubiere recibido, para todo recurso eventual, ya fuera contra el destinatario, contra el remitente o contra terceros.

5. En caso de localización ulterior de un paquete considerado como extraviado, la persona a quien se hubiere pagado la indemnización deberá ser avisada de que puede tomar posesión del envío contra la restitución de la cantidad cobrada.

ARTICULO 8

Reembolso de la compensación

1. La Administración responsable de la pérdida, la explotación o la avería, por cuenta de la cual se hubiere efectuado el pago estará obligada a reembolsar al país que lo haya efectuado, dentro de un plazo de nueve meses a contar del envío de su notificación, el importe de la indemnización efectivamente pagada.

2. El reembolso a la Administración acreedora se efectuará sin gastos para la misma, ya sea mediante un giro postal o cheque en moneda de curso legal en el país acreedor o por cualquier otro medio que se haya convenido mutuamente por correspondencia.

ARTICULO 9

Acondicionamiento de los paquetes postales

1. Como en el caso de los paquetes ordinarios, el nombre y dirección del remitente y del destinatario deberán escribirse en caracteres claros y correctos sobre el mismo paquete o sobre una etiqueta pegada sólidamente a este último. En los casos en que los paquetes lleven la dirección inscrita tan solo en la etiqueta por razones de su forma o tamaño, el nombre y la dirección del remitente y destinatario deberán inscribirse, además, en una hoja de papel que deberá incluirse en el envío, aunque se recomendará incluir esas hojas también en toda clase de envíos.

No se admitirán los paquetes que estuvieren dirigidos a iniciales, a menos de que estas iniciales correspondan a están adoptadas como equivalentes a los nombres de los remitentes o destinatarios.

Los remitentes de paquetes dirigidos a bancos u otras organizaciones similares, para ser luego entregados a segundos destinatarios, deberán inscribir en las cubiertas o etiquetas de sus envíos los nombres exactos y las direcciones completas de los destinatarios.

ceived it, in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, the person to whom compensation has been paid must be informed that he is at liberty to take possession of the parcel against repayment of the amount of compensation.

ARTICLE 8

Repayment of compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the country which has effected payment. This reimbursement must take place without delay and, at the latest, within the period of nine months after notification of payment.

2. These repayments to the creditor Administration must be made without expense for that Office by money order or draft, in money valid in the creditor country, or in any other way to be mutually agreed upon by correspondence.

ARTICLE 9

Preparation of parcels

1. As in the case of ordinary parcels, the name and address of the sender and of the addressees must be legibly and correctly written in every case, on the parcel itself, when possible, or on a label gummed thereto. In the case of parcels addressed by tag only, because of their shape or size, the name and address of the sender and of the addressee must also be written on a separate slip which slip must be enclosed in the parcel, but it is recommended that such address slips be enclosed in all parcels.

Parcels will not be accepted when sent by or addressed to initials, unless the initials are the adopted trade name of the senders or addressees.

The senders of parcels addressed to banks or other organizations for delivery to second addressees will be obliged to state, on the labels or wrappers thereof, the exact names and addresses of the persons for whom such parcels are intended.

No se admitirán direcciones escritas a lápiz; sin embargo, se aceptarán los paquetes cuya dirección se halle escrita a lápiz indeleble sobre un fondo previamente mojado.

2. Como en el caso de los paquetes ordinarios, los paquetes con valor declarado deberán embalarse de acuerdo con la seguridad del contenido y la duración del transporte.

3. En los paquetes con valor declarado la declaración del valor deberá expresarse en la moneda del país de origen, e inscribirse sobre el paquete en caracteres latinos y cifras árabes debiendo anotar la oficina expedidora al lado de la cantidad declarada la equivalencia en francos oro. El importe de la declaración de valor deberá inscribirse también en la declaración de aduanas o en el Boletín de expedición.

4. Los paquetes con valor declarado deberán precintarse mediante selllos de lacre o por cualquier otro medio, de seguridad aunque el país destinatario podrá abrirlos a fin de inspeccionar el contenido. Los paquetes abiertos con este motivo han de cerrarse luego y precintarse de oficio.

Cualquiera de las Administraciones podrá exigir que los remitentes utilicen una marca o impresión especial para precintar sus paquetes con valor declarado, como medida de seguridad.

5. Los paquetes con valor declarado deberán ir provistos de una marca, un rótulo o un sello que lleve la mención "Insured" o la etiqueta roja V (modelo CP 7 de la U.P.U.) los cuales constarán sobre la cara de la dirección y en el Boletín de Expedición o Declaración de Aduana. El número de imposición se pondrá luego a continuación sobre cada uno de los paquetes. La declaración de Aduana o el Boletín de Expedición, si no estuviere pegada al envío, deberá igualmente marcarse, rotularse o sellarse en la misma forma.

6. Los rótulos o sellos postales colocados sobre los paquetes con valor declarado deberán espaciarse de tal manera que no puedan esconder ninguna lesión del embalaje. No deberán tampoco colocarse sobre las dos fases o ceras del embalaje, de tal manera que cubran el borde.

7. El peso exacto en gramos deberá figurar en el paquete y en la documentación del mismo a continuación de la declaración de valor.

Addresses in ordinary pencil are not allowed, but indelible pencil may be used on a previously dampened surface.

2. As in the case of ordinary parcels, every insured parcel shall be packed in a manner adequate for the protection of the contents and the length of the journey.

3. For insured parcels, the amount of insured value must appear on the parcel in the currency of the country of origin and in Roman letters and Arabic figures. In the amount of the insured value must also be indicated on the customs declaration or on the dispatch note. The dispatching office must also show next to the amount of insured value in the currency of the country of origin, the equivalent converted to gold francs.

4. Insured parcels must be closed and securely sealed with wax or otherwise, but the country of destination shall have the right to open them (including the right to break the seals) in order to inspect the contents. Parcels which have been so opened shall be closed again and officially sealed.

Either Administration may require a special impress or mark of the sender in the sealing of insured parcels mailed in the service, as a means of protection.

5. Each insured parcel must be stamped, marked or labeled with the notation "Insured" or it may bear a red label with the initial "V" on the address side of the parcel and on the customs declaration or the dispatch note. This notation will be placed on the parcel in close proximity to the insurance number which must be given each insured parcel.

6. The labels or stamps on insured parcels must be so placed that they cannot serve to conceal injuries to the covers. They must not be folded over two sides of the cover so as to hide the edge.

7. The exact weight in grams must show on the parcel and in the documentation of same, after the declaration of value.

ARTICULO 10

Avisos de recibo y reclamaciones

1. El remitente de un paquete con valor declarado podrá obtener un aviso de recibo mediante el pago de un derecho adicional, en la forma que el país de origen del paquete exija.

2. Un derecho podrá ser percibido a juicio de la Administración del país de origen por cada solicitud de información relativa al trato que se hubiere dado a un paquete con valor declarado presentada con posterioridad al depósito del mismo, si el expedidor no hubiere pagado ya el derecho especial correspondiente a un aviso de recibo.

También se cobrará un derecho, a juicio del país de origen, en concepto de quejas por irregularidades que se presentaren y que a primera vista no implicaren falta del servicio postal.

3. Cada vez que se deseare obtener un aviso de recibo, la oficina de origen, escribirá o estampará sobre el paquete, de manera clara, la mención "Se solicita aviso de recibo" o simplemente las letras "A.R."

ARTICULO 11

Intercambio de paquetes

Los paquetes con valor declarado deberán encerrarse en sacas separadas de aquellas en que se incluyen los ordinarios. Los rótulos correspondientes a las sacas que contengan los paquetes con valor declarado, deberán marcarse con signos distintivos de conformidad con lo que se resolviere oportunamente.

ARTICULO 12

Inscripción en las hojas de ruta

1. Los paquetes con valor declarado se inscribirán individualmente en hojas de ruta distintas. Los siguientes datos han de inscribirse en las hojas de ruta: número de seguro y oficina (y estado o país) de origen de cada paquete con valor declarado, el número total de los paquetes, y el peso neto total en gramos.

2. En la hoja de ruta correspondiente a un paquete postal devuelto o reexpedido se expresará esta circunstancia con las palabras "Reexpedido o Devuelto".

3. Cada oficina de cambio expedidora

ARTICLE 10

Return receipts and inquiries

1. The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate.

2. A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of the insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

A fee may also be charged, at the option of the country of origin, in connection with any complaint of any irregularity which prima facie was not due to the fault of the Postal Service.

3. When an advice of delivery is desired, the sender or office of origin shall write or stamp on the parcel in a conspicuous manner, the words "Return receipt requested", "Advice of delivery requested" or, boldly, the letters "A.R.".

ARTICLE 11
Exchange of parcels

Insured parcels shall be inclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may be agreed upon from time to time.

ARTICLE 12

Billing of parcels

1. Insured parcels shall be entered on separate parcel bills and shall be listed individually. The entries shall show the insurance number and the office (and state or country) of origin of each insured parcel, the total number of parcels and the total net weight in grams.

2. The entry on the bill of any returned or redirected parcel must be followed by the word "Returned" or "Redirected" as the case may be.

3. Each dispatching exchange office

deberá numerar las hojas de ruta poniendo el número correspondiente en el extremo izquierdo superior, comenzándose cada año una nueva serie, para cada oficina de cambio destinataria. El último número del año deberá mencionarse en la primera hoja de ruta del año siguiente.

ARTICULO 13

Verificación por las oficinas de cambio

1. Al receipto de un despacho de paquetes postales con valor declarado, la oficina de cambio destinataria procederá a verificarlo. Las inscripciones en las hojas de ruta serán exactamente verificadas. Cada error u omisión se comunicará inmediatamente a la oficina expedidora mediante un boletín de verificación. Si no se confecciona dicho Boletín de verificación, se estimará que el despacho está en buen estado en todos los respectos.

Si se notare un error o irregularidad al receipto de un despacho, todas las piezas que sirven para las investigaciones que se hicieren con posterioridad, o para el examen de la reclamación, serán conservadas.

2. La oficina de cambio expedidora a la cual se dirija un boletín de verificación lo devolverá lo más rápidamente posible, después de haberlo examinado y de haber consignado sus observaciones, si hubiere lugar. Los boletines devueltos se unirán a las hojas de ruta a que se refieran. Se considerarán como nulas las correcciones efectuadas en una hoja de ruta sin estar respaldadas por piezas justificativas.

3. La oficina de cambio expedidora podrá además, si el caso así lo requiere, ser avisada por telegrama, por cuenta de la Administración que lo expida.

4. En caso de falta de una hoja de ruta, se ha de confeccionar un duplicado, remitiendo una copia del mismo a la oficina de cambio de origen del despacho.

5. La oficina de cambio que recibiere de una oficina correspondiente un paquete insuficientemente embalado o averiado, deberá darle curso después de haberlo reembalado, si hubiere lugar, conservando hasta donde fuere posible el embalaje primitivo.

Si la avería fuere de tal naturaleza que el contenido del envío hubiere podido sustraerse, la oficina deberá proceder ante todo a la apertura de oficio del paquete y a la verificación de su contenido que deberá hacerse constar en Boletín de Rectificación.

shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each exchange office of destination. The last number of the year shall be shown on the parcel bill of the first dispatch of the following year.

ARTICLE 13

Verification by the exchange office

1. Upon receipt of a dispatch of insured parcels, the receiving exchange office proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.

If an error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigation, or for examination of requests for indemnity, must be kept.

2. The dispatching exchange office to which a bulletin of verification is sent, returns it after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The exchange office which receives from a corresponding office a parcel which is damaged or insufficiently packed must re-dispatch such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents, note of which must be made on the corresponding bulletin of verification.

En los dos casos el peso del paquete deberá comprobarse antes y después del nuevo embalaje e indicarse sobre la envoltura misma del paquete e en el Boletín de Rectificación. Esta indicación irá acompañada de la mención "Repacked at..." (Reempacado en...) junto con la firma de los empleados que hayan efectuado el reembalaje.

6. Por el reembalaje de los paquetes, podrá cobrarse un derecho igual al establecido en el país que realice ese servicio sin que pueda exceder de 0.50 fr. oro por paquete, o la cantidad que se determine por Acuerdo de la Unión Postal Universal.

ARTICULO 14

Reexpedición

1. Un paquete con valor declarado reexpedido dentro del país de destino, o entregado a algún destinatario suplente en la primitiva oficina de destino podrá gravarse con los derechos adicionales que la Administración destinataria exija, lo mismo que los paquetes ordinarios.

2. Cuando un paquete con valor declarado fuere reexpedido a cualquier de los dos países, éste deberá despacharse en la misma forma en que fué recibido, esto es, con valor declarado, pudiéndose cobrar nuevos derechos de seguro si éstos no hubieren sido previamente cubiertos, y haciéndose efectivos en el momento de la entrega, lo mismo que la tasa postal adicional, en beneficio de la Administración que los recaudare y fijare la cuantía.

3. Los paquetes con valor declarado no serán reexpedidos ni devueltos a otro país, a menos que lo sean como tales paquetes con valor declarado.

Los paquetes postales con valor declarado pueden ser reexpedidos a tercer país siempre que para ello se observen las formalidades necesarias relativas al curso de los paquetes con valor declarado, a menos que los remitentes expresen por escrito su deseo de que tales envíos no sean reexpedidos a otro país distinto del primitivo destino.

Los paquetes con valor declarado podrán ser devueltos al remitente en un tercer país siempre que se exprese ese deseo mediante una anotación sobre el paquete y sobre el Boletín de expedición y se rsexpidan como paquetes con valor declarado. En los casos de pérdida, expoliación o avería de un paquete con valor declarado que ha sido reexpedido o devuelto a un tercer país, las indemnizaciones a percibir

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself and on the bulletin of verification. That indication will be followed by the note "Reempacada en ..." (Repacked at ...) and the signature of the agents who have effected such repacking.

6. For the repacking of the parcels, a fee may be charged equal to that established in the country carrying out the service but which may not exceed 50 centimes per parcel or such amount as may be established in the Universal Postal Union.

ARTICLE 14

Redirection

1. An insured parcel redirected within the country of destination or delivered to an alternate addressee at the original office of address shall be liable, the same as ordinary parcels, to such additional charges as may be prescribed by the Administration of that country.

2. When an insured parcel is redirected to either country it must be dispatched in the same kind of mails as received; that is, insured, and new insurance fees may, if not prepaid, be collected upon delivery as well as additional postage and retained by the Administration making the collection. The Administration making delivery shall fix the amount of such fees and postage when not prepaid.

3. Insured parcels shall not be forwarded or returned to another country unless they are forwarded or returned as insured mail.

Unless senders indorse insured parcels to indicate that they do not wish them forwarded to any country other than that of mailing or within the country of original address, they may be forwarded to a third country if they are forwarded as insured mail.

Insured parcels may be returned to the sender in a third country, in accordance with a return address on the parcels, if they can be returned as insured mail. In case of loss, rifling, or damage of an insured parcel forwarded or returned to a third country, indemnity will be paid only in accordance with the stipulations of Article 2, Section 5 of this agreement.

deberán sujetarse a las estipulaciones del Artículo 2, parágrafo 5, de este acuerdo.

ARTICULO 15

Falta de entrega

1. Los paquetes con valor declarado que no hubieren sido entregados al destinatario, serán devueltos al remitente en la misma forma en que fueron recibidos, o sea, como paquetes con valor declarado. Se percibirán nuevos derechos de seguro así como también nuevas tasas postales, que las satisfará el remitente en beneficio de la oficina que efectuare el cobro.

Los paquetes con valor declarado que no hayan sido entregados estarán sujetos a los mismos derechos de reexpedición que los paquetes ordinarios no entregados.

2. La Administración de origen será notificada cada vez que un paquete con valor declarado, quede pendiente de entrega por cualquier motivo.

ARTICULO 16

Paquetes recibidos con falsa dirección

Los paquetes con valor declarado recibidos con falsa dirección, no podrán ser reexpididos a sus destinos a menos de que se los trate como a tales, es decir, enviándolos como paquetes con valor declarado. Si no se pudiere cumplir con ese requisito, serán devueltos a su origen.

ARTICULO 17

Créditos

1. La Administración del País de origen acreditará a la Administración del País de destino 10 céntimos de francos oro por cada paquete asegurado.

2. Se acreditará asimismo 10 céntimos de francos oro por cada paquete cursado en tránsito desde un País a través del otro. Estos paquetes de tránsito se cursarán solamente en despachos cerrados.

ARTICULO 18

Asuntos no previstos en el acuerdo

1. Todos los asuntos relativos a solicitudes de informes o devolución de paquetes con valor declarado, a la obtención y

ARTICLE 15

Non-delivery

1. An insured parcel which cannot be delivered shall be returned to the sender (in the same kind of mail as received; that is, insured mail) under the same circumstances as in the case of an ordinary parcel which cannot be delivered. New insurance fees, as well as new postage may be collected from the sender and retained by the Administration making the collection.

Insured parcels which cannot be delivered will be subject to the same charges on return as ordinary parcels which are undeliverable.

2. The Administration of origin shall be notified when an insured parcel which is not delivered or is not returned to the country of origin is disposed of at auction or otherwise.

ARTICLE 16

Missent parcels

Missent insured parcels shall not be forwarded to their destination unless they are forwarded as insured mail. If they cannot be forwarded as insured mail, they shall be returned to the country of origin.

ARTICLE 17

Credits

1. The Administration of the country of origin will credit the Administration of the country of destination with 10 gold centimes for each insured parcel.

2. Ten gold centimes will also be credited for each parcel forwarded in transit from one country across the other. These transit parcels will be forwarded in closed dispatches only.

ARTICLE 18

Matters not provided for in the agreement

1. All matters concerning requests for recall or return of insured parcels and obtaining and disposition of return receipts therefor, and the adjustment of

disposición de avisos de recibo de los mismos o liquidación de indemnizaciones que se soliciten y que no se hallaren expuestos en este acuerdo, serán regidos por las estipulaciones del Acuerdo Relativo a Paquetes Postales de la Unión Postal de las Américas y España y de la Unión Postal Universal y sus reglamentos, hasta donde puedan ser éstos aplicables y siempre que no sean incompatibles con las estipulaciones de este acuerdo. En otro caso regirán la legislación interna, reglamentos y disposiciones dictadas por los Estados Unidos y Nicaragua en conformidad con el otro país.

2. El Director General de Correos de los Estados Unidos de América y el Director General de Comunicaciones de Nicaragua quedan autorizados para hacer, de acuerdo, cada vez que les pareciere oportuno, y por correspondencia, cambios, modificaciones y otras regulaciones de orden y detalle que estimaren necesarias para facilitar el desenvolvimiento de los servicios que motivan el presente acuerdo.

3. Las Administraciones se comunicarán entre ellas, cada vez que juzgaren oportuno, las nuevas disposiciones de sus leyes y reglamentos aplicables a la conducción de paquetes con valor declarado.

ARTICULO 19

Duración del acuerdo

1. El presente acuerdo se pondrá en vigencia y las diversas operaciones de que se ocupa comenzarán a surtir efecto desde la fecha fijada entre las dos Administraciones.

2. Permanecerá en vigor hasta que una de las Administraciones contratantes haya participado a la otra, con seis meses de anticipación, su intención de terminarlo.

Cualquier de las dos Administraciones puede suspender temporalmente los servicios de paquetes postales con valor declarado de una manera general o parcial, siempre que mediaren razones para ello, o restringirlo tan solo a ciertas oficinas; para lo cual se han de enviar las notificaciones provistas y oportunas de haberse adoptado esa medida a la otra Administración, noticia que se debe enviar por la vía más rápida, si ello fuere necesario.

¹ July 1, 1956.

indemnity claims in connection therewith, not covered by this agreement, shall be governed by the provisions of the Parcel Post Convention of the Postal Union of the Americas and Spain and the Universal Postal Union Convention and the Detailed Regulations for its Execution, respectively, in so far as they are applicable and are not inconsistent with the provisions of this agreement, and then, if no other arrangement has been made, the internal legislation, regulations, and rulings of the United States of America and Nicaragua according to the country involved, shall govern.

TIAS 2800.
4 UST 1118, 1348.

2. The Postmaster General of the United States of America and the Director General of Communications of Nicaragua shall have authority to make from time to time by correspondence, such changes and modifications and further regulations of order and detail as may become necessary to facilitate the operation of the services contemplated by this agreement.

3. The Administrations shall communicate to each other from time to time the provisions of their laws or regulations applicable to the conveyance of parcels by insured mail.

ARTICLE 19

Duration of the Agreement

1. This agreement shall take effect and operations thereunder shall begin on a date to be mutually settled between the Administrations of the two countries. [1]

2. It shall remain in force until one of the two contracting Administrations has given notice to the other, six months in advance, of its intention to terminate it.

Either Administration may temporarily suspend the insured service in whole or in part, when there are special reasons for doing so, or restrict it to certain offices; but on condition that previous and opportune notice of such a measure is given to the other Administration, such notice to be given by the most rapid means, if necessary.

TIAS 3586

Hecho por duplicado y firmado
en Managua D N el dia 19 de
marzo de 1956 y en Washington
el dia 4 de abril, 1956.

Done in duplicate and signed
at Washington, the 4th day
of April, 1956 and at Managua
D N, the 19 day of March 1956.

J. D. GARCIA M MAURICE H. STANS
Director General de Comuni- Acting Postmaster General of
caciones de Nicaragua the United States of America

MAURICE H. STANS J. D. GARCIA M
Acting Postmaster General of Director General of Communi-
the United States of America cations of Nicaragua

[SEAL]

The foregoing Parcel Post Agreement between the United States of America and Nicaragua has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof, I have caused the seal of the United States to be hereunto affixed.

DWIGHT D EISENHOWER

[SEAL]

By the President:

JOHN FOSTER DULLES
Secretary of State.

WASHINGTON, *April 18, 1956.*

IRAQ

Passport Visas

*Agreement effected by exchange of notes
Signed at Baghdad June 6, 1956;
Entered into force June 6, 1956.*

The American Ambassador to the Iraqi Minister of Foreign Affairs

AMERICAN EMBASSY
Baghdad, June 6, 1956

EXCELLENCY,

I have the honor to refer to previous correspondence between the Ministry of Foreign Affairs and the Embassy of the United States of America concerning nonimmigrant visas between Iraq and the United States, and to confirm to Your Excellency the agreement of my Government to issue to qualified applicants who are Iraqi nationals, effective July 6, 1956, nonimmigrant visas in all categories, valid for several journeys within a total validity period of one year with the ordinary fee, on a basis of reciprocity, except the following:

- 1—Nonimmigrant visas issued to aliens who seek to enter the United States temporarily and who have been selected to participate in an exchange visitor program designated by the Government of the United States,
- 2—Nonimmigrant visas issued to representatives of non-recognized or non-member foreign governments to international organizations, and members of their immediate families,
- 3—Nonimmigrant visas issued to the following aliens:
 - a. Temporary workers of distinguished ability;
 - b. Other temporary workers, skilled or unskilled,
 - c. Industrial trainees.

I would appreciate Your Excellency's confirmation that this Note, together with Your reply, will constitute an agreement between our two Governments, effective July 6, 1956.

Accept, Excellency, the assurances of my highest consideration.

WALDEMAR J GALLMAN

His Excellency

BURHANUDDIN BASHAYAN,
Minister of Foreign Affairs for Iraq,
Baghdad.

The Iraqi Minister of Foreign Affairs to the American Ambassador

الحكومة العراقية

زارة الخارجیہ

الدراوِة الاقتَصاديَّة

الشuttle القديمة

پندار فی ۶ حزیران ۱۹۵۶

صاحب المحتوى

لي الشوف ان اشير الى مذكرة محالكم البو وحدة في ١٩٥٦ يخصوص
سنتين عن المهاجرين بين المراكز والولايات المتحدة، وأن اوه كد لمحالكم «القصة
حكومي على من الاشخاص المتورطون في تهم الشروط المطلوبة والذين هم من رعايا
الولايات المتحدة، الامر يكفي اعتبارا من ٦ توز ١٩٥٦ سنتين لغير المهاجرين
من جميع الجنسيات تأسيسه لضرائب متعددة ولعدة سنة واحدة ويرسمها
الافتراض، - هل أقسام المقابلة بالعقل - وستثبت من ذلك -

١- سمات معي المهاجرين التي تملأ للذئب بروتون حول العراق لفسر،
وهو قمة بناء على انتقالهم للأشراك في أحد برامج بتبادل الزائرين التي
تشتمل الحكومة العراقية .

٢- سمات غير المهاجرين التي تمنح لمثلي دول معترف بها أو لم يتم
اعترافها من هؤلاء دولهم - وإنما علاقتهم

٢- ساعم المهاجرين التي سمع للاجئين الثالثين :-

• - العمال الـ ٢٠ قرآن دوى الكاظم اه الممتازة •

- ٤ - العمال الوفه تعيين الآخرين سواء كانوا ماهرين أو غير ماهرين
- ٥ - المدربين المصنعين

يكون هذه المذكورة بالاصل نسب الى مذكرة مالامكم الوفه ورقة مي ٦ حزيران

REFERENCES AND NOTES

صالى.السيد ولد مال، حمـه · كولـيا

السموم طرق المعاد، والمعنى

الولايات المتحدة الأمريكية

بندار

Translation

GOVERNMENT OF IRAQ
MINISTRY OF FOREIGN AFFAIRS
ECONOMIC & CONSULAR DEPARTMENT
CONSULAR SECTION

BAGHDAD, June 6, 1956

EXCELLENCY,

I have the honor to refer to Your Excellency's Note dated June 6, 1956, concerning nonimmigrant visas between Iraq and the United States and to confirm to Your Excellency the agreement of my government to issue to qualified applicants who are nationals of the United States of America, effective July 6, 1956, nonimmigrant visas in all categories, valid for several journeys within a total validity period of one year with the ordinary fee, on a basis of reciprocity, except the following:

- 1—Nonimmigrant visas issued to aliens who seek to enter Iraq temporarily and who have been selected to participate in an exchange visitor program designated by the Government of Iraq,
- 2—Nonimmigrant visas issued to representatives of non-recognized or non-member foreign governments to international organizations, and members of their immediate families;
- 3—Nonimmigrant visas issued to the following aliens
 - a. Temporary workers of distinguished ability;
 - b. Other temporary workers, skilled or unskilled,
 - c. Industrial trainees.

This Note, together with Your Excellency's Note dated June 6, 1956, will constitute an agreement between our two Governments effective July 6, 1956.

Accept, Excellency, the assurances of my highest consideration.

BURHANUDDIN

His Excellency

WALDEMAR J. GALLMAN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Baghdad.*

UNITED KINGDOM

Surplus Agricultural Commodities: Sale of Tobacco and Construction of Housing or Community Facilities

*Agreement effected by exchange of notes
Signed at London June 5, 1956;
Entered into force June 5, 1956.*

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
London, June 5, 1956.

No. 2277

SIR:

I have the honor to refer to discussions which have taken place between representatives of the Government of the United States of America and of the Government of the United Kingdom of Great Britain and Northern Ireland relating on the one hand to the sale for sterling to the United Kingdom of a quantity of surplus tobacco, pursuant to the United States Agricultural Trade Development and Assistance Act of 1954, and on the other, to the construction by the Government of the United Kingdom of military dependents' housing and/or community facilities for the use of the United States Air Force in the United Kingdom.

Certain understandings reached during the said discussions are set out in the Memorandum which is annexed to this Note.

I now have the honor to inform you that the understandings set out in this Memorandum are acceptable to the Government of the United States, and to propose that, if they are also acceptable to the Government of the United Kingdom, the present Note and the Memorandum annexed thereto, together with your reply in that sense, should be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on this day's date.

68 Stat. 454.
7 U.S.C. § 1691 note.

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

WINTHROP W. ALDRICH

The Right Honorable

SELWYN LLOYD, C.B.E., T.D., Q.C., M.P.,
*Secretary of State for Foreign Affairs,
Foreign Office, S.W.1.*

MEMORANDUM OF UNDERSTANDING

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 hereof, the Government of the United States of America will make available dollar financing for the sale for sterling to the United Kingdom of \$12 million worth of tobacco, tobacco having been determined to be in surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954. The Government of the United Kingdom will deposit to the account of the Government of the United States the sterling equivalent of the dollar costs financed by the United States in connection with these tobacco sales.
2. Upon application by the Government of the United Kingdom, the Government of the United States will issue, within the terms of this Memorandum, purchase authorizations which will include provisions relating to the sale and delivery of the tobacco, the terms and circumstances of deposits of the pounds sterling accruing from such sales and other relevant matters.
3. The amount of sterling to be deposited to the account of the Government of the United States will be the total of the dollar disbursements made by the Government of the United States, or by a United States bank on its behalf, for the tobacco and ocean freight and handling, converted into sterling at the buying rate for telegraphic transfers on New York in the London market at the close of business on the dates of such dollar disbursements.
4. The pounds sterling accruing to the Government of the United States as a consequence of sales within the terms of this Memorandum will be made available to the Government of the United Kingdom on a grant basis under Section 104 (c) of the Act for the procurement of military facilities for the common defense. Under arrangements to be made between the United Kingdom Air Ministry and the United States Third Air Force, this sterling will be available for transfer as appropriations-in-aid of Air Votes. The Government of the United Kingdom for its part, beginning

with the United Kingdom financial year 1956/57, will construct military dependents' housing and/or community facilities at a cost equivalent to this grant of sterling. The housing and such facilities will be made available to the United States Air Force for the use of United States military forces stationed in the United Kingdom at the nominal rent of £1 per unit per annum for as long as and to the extent that they may be required in connection with the presence in the United Kingdom of units of the United States military forces.

5. Detailed arrangements for the execution and administration of the dependents' housing program mentioned above will be carried out as far as possible under agreed United States/United Kingdom procedures in connection with the construction and operation of air bases in the United Kingdom. The United States Third Air Force will manage and provide for the maintenance of this housing in accordance with the above mentioned procedures so long as it is at the disposal of United States military forces.

6. Withdrawals will be made from the sterling account described in paragraph 3 above by the Government of the United States and transferred to Her Majesty's Government for application as appropriations-in-aid of Air Votes after presentation by the Air Ministry to the Third Air Force of the appropriate documents furnishing records of accountability under procedures similar to those referred to in the previous paragraph.

7. The two Governments will take reasonable precautions to ensure that no sales of tobacco within the terms of this Memorandum will unduly disrupt world prices of tobacco, displace usual tobacco marketings of the United States or other friendly countries, or materially impair trade relations among the countries of the free world.

8. The Government of the United Kingdom will take all practicable measures to prevent the resale or trans-shipment to other countries, or use for other than domestic purposes and manufacture of tobacco products for export (except where such resale, trans-shipment or use is specifically approved by the Government of the United States) of tobacco purchased pursuant to these arrangements.

9. In carrying out these arrangements, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively.

10. The two Governments will, upon the request of either of them, consult together regarding any matter relating to the application of these arrangements or to the operations carried out hereunder.

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

FOREIGN OFFICE, S.W.1.

No. M. 285/16

June 5, 1956

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note of today's date enclosing a copy of a Memorandum in which are set out the understandings reached between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America relating on the one hand to the sale for sterling to the United Kingdom of a quantity of surplus tobacco, pursuant to the United States Agricultural Trade Development and Assistance Act of 1954, and on the other, to the construction by the Government of the United Kingdom of military dependents' housing and/or community facilities for the use of the United States Air Force in the United Kingdom.

Your Excellency informed me that the understandings set forth in the said Memorandum are acceptable to the Government of the United States.

In reply I have to inform you that the understandings set out in the said Memorandum are also acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, and that they agree with your proposal that your Note and the Memorandum annexed thereto, together with this reply, should be regarded as constituting an agreement between the two Governments in this matter 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,

SELWYN LLOYD

His Excellency,

The Honourable

WINTHROP W ALDRICH, G.B.E.,

etc., etc., etc.,

1, Grosvenor Square,

W.1

GUATEMALA

Passport Visas

*Agreement effected by exchange of notes
Signed at Guatemala May 30, 1956;
Entered into force May 30, 1956.*

The American Ambassador to the Guatemalan Minister of Foreign Relations

No. 107

GUATEMALA, May 30, 1956

EXCELLENCY:

After due consideration the Governments of the United States and Guatemala, desirous of facilitating as much as possible the travel of nonimmigrants between the two countries, have agreed to the following:

1. United States consulates in any country will place nonimmigrant visas gratis and valid for a maximum period of forty-eight months for multiple entries into the United States in the passports of eligible Guatemalans who do not have residence in the United States and who wish to visit the country temporarily for business or pleasure, in transit to other countries, as crewmen of ships or planes, or as students.
2. Guatemalan consulates in any country will place nonimmigrant visas gratis and valid for a maximum period of forty-eight months for multiple entries into Guatemala in the passports of eligible citizens of the United States who do not have residence in Guatemala and who wish to visit the country temporarily for business or pleasure, in transit to other countries, as crewmen of ships or planes, or as students.
3. Official visitors of either country will be given, by the appropriate consulates in any country, visas gratis and valid for a maximum period of twelve months for multiple entries.
4. Eligible temporary visitors in other categories will be given, by the appropriate consulates in any country and on a basis of reciprocity, visas gratis and valid for a maximum period of twelve months for the number of entries which will be determined by the merits of each case.

5. American bearers of the visas referred to in this agreement may remain in Guatemala for the period of time determined by the appropriate Guatemalan authorities on each trip, but they may not remain permanently as nonimmigrants. Guatemalan bearers of the visas referred to in this agreement may remain in the United States for the period of time determined by the appropriate authorities of the United States on each trip, but they may not remain permanently as nonimmigrants.

The present communication and that of Your Excellency of the same date constitute a formal agreement between the Government of the United States and the Government of Guatemala which will become effective thirty days from this date and will remain in effect indefinitely subject to termination by either party by giving notice three months in advance.

The present agreement cancels and replaces the agreement between our two Governments concerning the same subject which was concluded by the exchange of diplomatic notes No. 20061 of December 1, 1954 from the Honorable Guatemalan Chancery and No. 99 of December 6, [1] 1954 from the Embassy.

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

EDWARD J. SPARKS

His Excellency

Licenciado RICARDO QUIÑONES LEMUS,
Minister of Foreign Relations,
Guatemala.

The Guatemalan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
 REPUBLICA DE GUATEMALA
 SECCION DIPLOMATICA
 DIRECCION DE ORGANISMOS
 INTERNACIONALES

10395

II-5 (73)

GUATEMALA, 30 de mayo de 1956.

SEÑOR EMBAJADOR:

Como resultado de las negociaciones habidas al respecto, los Gobiernos de Guatemala y de los Estados Unidos, deseosos de

¹ Should read "December 1."

facilitar lo más posible el intercambio de personas no-inmigrantes entre ambos países, han convenido en lo siguiente:

1—Los Consulados de Guatemala en cualquier país, expedirán visas de no-inmigrantes, libres de derechos y con validez máxima de cuarenta y ocho meses, para viajes sucesivos a la República de Guatemala, en los pasaportes de ciudadanos estadunidenses calificados que no tengan residencia en Guatemala y que deseen visitar temporalmente este país, en viaje de negocios o placer; en tránsito hacia otros países; como miembros de la tripulación de naves marítimas o aéreas, o como estudiantes.

2—Los Consulados de los Estados Unidos en cualquier país, expedirán visas de no-inmigrantes, libres de derechos y con validez máxima de cuarenta y ocho meses, para viajes sucesivos a los Estados Unidos, en los pasaportes de ciudadanos guatemaltecos calificados que no tengan residencia en Estados Unidos y que deseen visitar temporalmente este país, en viaje de negocios o placer; en tránsito hacia otros países; como miembros de la tripulación de naves marítimas o aéreas, o como estudiantes.

3—Los Consulados respectivos en cualquier país otorgarán a los visitantes oficiales de uno u otro país, visas gratuitas válidas por un período máximo de doce meses y buenas para viajes sucesivos.

4—Los Consulados respectivos en cualquier país otorgarán a visitantes temporales calificados, de otras categorías y en base de reciprocidad, visas gratuitas válidas por un período máximo de doce meses para el número de viajes sucesivos que se determine de acuerdo con los méritos de cada caso.

5—Los portadores guatemaltecos de las visas a que se refiere este convenio podrán permanecer en los Estados Unidos por el término que determinen las autoridades estadunidenses respectivas en cada viaje, pero no podrán radicarse en el país. Los portadores estadunidenses de las visas a que se refiere este convenio, podrán permanecer en Guatemala por el término que determinen las autoridades guatemaltecas respectivas en cada viaje, pero no podrán radicarse en el país.

La presente comunicación y la de Vuestra Excelencia de esta misma fecha constituyen un convenio formal entre el Gobierno de Guatemala y el Gobierno de los Estados Unidos, que entrará en vigor treinta días después de la presente fecha y tendrá una duración indefinida; pero podrá ser denunciado por cualquiera de las partes, y cesará en sus efectos tres meses después de la fecha de denuncia.

El presente convenio deja sin efecto y sustituye el concluído entre nuestros dos Gobiernos, sobre la misma materia, mediante el canje de notas diplomáticas número 20061 de 1º de diciembre de 1954, de la Cancillería guatemalteca y número 99 de 6 de diciembre de 1954, de esa Honorable Embajada.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia el testimonio de mi consideración más alta y distinguida,

[SEAL]

RICARDO QUIÑÓNEZ L

Excelentísimo señor EDWARD J. SPARKS,
*Embajador Extraordinario y Plenipotenciario
 de los Estados Unidos,
 Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
 REPUBLIC OF GUATEMALA
 DIPLOMATIC SECTION
 OFFICE OF INTERNATIONAL
 AGENCIES

10395

II-5 (73)

GUATEMALA, May 30, 1956.

MR. AMBASSADOR:

As a result of the pertinent negotiations, the Governments of Guatemala and the United States, desirous of facilitating as much as possible the exchange of nonimmigrants between the two countries, have agreed to the following:

1. Guatemalan consulates in any country will place nonimmigrant visas gratis and valid for a maximum period of forty-eight months for successive trips to the Republic of Guatemala on the passports of eligible citizens of the United States who do not have residence in Guatemala and who wish to visit this country temporarily for business or pleasure, in transit to other countries, as crewmen of ships or planes, or as students.

2. United States consulates in any country will place nonimmigrant visas gratis and valid for a maximum period of forty-eight months for successive trips to the United States on the passports of eligible Guatemalan citizens who do not have residence in the United States and who wish to visit that country temporarily for business or pleasure, in transit to other countries, as crewmen of ships or planes, or as students.

3. Official visitors of either country will be given, by the appropriate consulates in any country, visas gratis and valid for

a maximum period of twelve months and good for successive trips.

4. Eligible temporary visitors in other categories and on a basis of reciprocity will be given, by the appropriate consulates in any country, visas gratis and valid for a maximum period of twelve months for the number of successive trips which will be determined by the merits of each case.

5. Guatemalan bearers of the visas referred to in this agreement may remain in the United States for the period of time determined by the appropriate authorities of the United States on each trip, but they may not establish themselves in the country. United States bearers of the visas referred to in this agreement may remain in Guatemala for the period of time determined by the appropriate Guatemalan authorities on each trip, but they may not establish themselves in the country.

The present communication and that of Your Excellency of the same date constitute a formal agreement between the Government of Guatemala and the Government of the United States, which will become effective thirty days from this date and will remain in effect indefinitely; however, it may be denounced by either party, and it will cease to be effective three months after the date of denunciation.

The present agreement cancels and replaces the agreement between our two Governments concerning the same subject which was concluded by the exchange of diplomatic notes No. 20061 of December 1, 1954 from the Honorable Guatemalan Chancery and No. 99 of December 6, 1954 from your Embassy.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

[SEAL]

RICARDO QUIÑONEZ L

His Excellency

EDWARD J. SPARKS,

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

MULTILATERAL

Safety of Life at Sea

*Correction of error in the regulations annexed to the convention signed
at London June 10, 1948.*

*Notifications by the United Kingdom dated June 5, 1953, and August
25, 1955;*

Acceptance by the United States of America dated September 22, 1955.

The British Ambassador to the Secretary of State

No. 260
Ref: 7681/5/25/53

Her Majesty's Ambassador for the United Kingdom presents his compliments to the Secretary of State and has the honour to refer to this Embassy's note No. 314 dated 6th August, 1952, [¹] transmitting certified copies of a formal Declaration concerning the correction of certain errors in the text of the Regulations annexed to the Convention for the Safety of Life at Sea, 1948.

- TIAS 2495, p. 236.
3 UST, pt. 3, pp.
3684, 3477, 3450.
2. The attention of Her Majesty's Government has been drawn to a further minor error, namely, the words "à passagers" in the third line of paragraph (b) of Règle 1, Chapitre III, were wrongly included in the French text and should be deleted. The English text is correct.
 3. It is desired to bring this error to the notice of the Government of the United States. It has not been considered necessary for Her Majesty's Government to consult the Governments concerned.

BRITISH EMBASSY,
WASHINGTON, D. C.
5th June, 1953



¹ Not printed.

The British Chargé d'Affaires to the Secretary of State

No. 428
Ref: 8042/12/55.

Her Majesty's Chargé d'Affaires presents his compliments to the Secretary of State and has the honour to refer to his Note No. 260 dated the 5th of June, 1953, concerning an error in the French text of the International Convention for the Safety of Life at Sea, 1948.

2. The Belgian Government have drawn Her Majesty's Government's attention to the fact that this error may give rise to legal difficulties and consider this correction to be of such a nature that, notwithstanding the notification already made by Her Majesty's Government concerning it, the contracting Governments should be asked to record their official approval of the correction.

3. Her Majesty's Government desire therefore to bring the views of the Belgian Government to the attention of the Government of the United States and to invite them to express their formal acceptance of the correction to the French text.

BRITISH EMBASSY,
WASHINGTON, D. C.
August 25, 1955.

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

The Secretary of State presents his compliments to the British Chargé d'Affaires ad interim and acknowledges the receipt of the Embassy's note No. 428 of August 25, 1955 setting forth the view of the Government of Belgium that the contracting Governments to the International Convention for the Safety of Life at Sea, 1948, should express their formal acceptance of a correction of an error appearing in the French text of the Convention.

The error under reference, which was originally called to the attention of the Government of the United States by the British Ambassador's note No. 260 of June 5, 1953, consists of the inclusion of the words "à passagers" in the third line of paragraph (b) of Règle 1, Chapitre III, of the French text of the Convention.

The Government of the United States agrees that the French text is in error in this respect and that the words "à passagers" should be deleted in order to bring the French text into conformity with the corresponding English text, which is correct.

W V W

DEPARTMENT OF STATE,
Washington, September 22 1955

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